

119TH CONGRESS
2^D SESSION

S. 3617

To approve the settlement of water rights claims of the Yavapai-Apache Nation in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JANUARY 13, 2026

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

A BILL

To approve the settlement of water rights claims of the Yavapai-Apache Nation in the State of Arizona, to authorize construction of a water project relating to those water rights claims, 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 “Yavapai-Apache Nation Water Rights Settlement Act of
6 2026”.

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

- Sec. 1. Short title; table of contents.
 Sec. 2. Purposes.
 Sec. 3. Definitions.
 Sec. 4. Ratification and execution of the Yavapai-Apache Nation Water Rights Settlement Agreement.
 Sec. 5. Water rights.
 Sec. 6. Tú ńl ńíhoh Water Infrastructure Project.
 Sec. 7. Tú ńl ńíhoh Water Infrastructure Project Fund.
 Sec. 8. Yavapai-Apache Nation Water Settlement Trust Fund.
 Sec. 9. Gaging station.
 Sec. 10. Funding.
 Sec. 11. Waivers, releases, and retentions of claims.
 Sec. 12. Satisfaction of water rights and other benefits; effect on members of the Yavapai-Apache Nation and Dinah Hood Allotment.
 Sec. 13. Trust land.
 Sec. 14. Yavapai-Apache Nation CAP Water.
 Sec. 15. Enforceability Date.
 Sec. 16. Administration.
 Sec. 17. Miscellaneous.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to resolve, fully and finally, all claims to
 4 rights to water, including damages claims related to
 5 water, in the State, including in the Verde River
 6 Watershed and the Colorado River, of—

7 (A) the Yavapai-Apache Nation, on behalf
 8 of the Yavapai-Apache Nation and the Members
 9 of the Yavapai-Apache Nation (but not Mem-
 10 bers in the capacity of the Members as
 11 Allottees); and

12 (B) the United States, acting as trustee
 13 for the Yavapai-Apache Nation and the Mem-
 14 bers of the Yavapai-Apache Nation (but not
 15 Members in the capacity of the Members as
 16 Allottees);

1 (2) to authorize, ratify, and confirm the
2 Yavapai-Apache Nation Water Rights Settlement
3 Agreement, to the extent that Agreement is con-
4 sistent with this Act;

5 (3) to authorize and direct the Secretary to exe-
6 cute and perform the duties and obligations of the
7 Secretary under the Agreement and this Act;

8 (4) to authorize the appropriation of funds nec-
9 essary to carry out the Agreement and this Act; and

10 (5) to recognize the important cultural, tradi-
11 tional and religious value of the Verde River to the
12 Yavepé (Yavapai) who know the Verde River as
13 Hatayakehela (“Big River”) and to the Dilzh ’é
14 (Apache) who know the Verde River as Tú ńl níchoh
15 (“Big Water flowing”) and to protect the existing
16 flows of the Verde River, including flood flows, as
17 described in the Agreement and this Act, on the
18 Yavapai-Apache Reservation, now and in the future.

19 **SEC. 3. DEFINITIONS.**

20 In this Act:

21 (1) AFY.—The term “AFY” means acre-feet
22 per Year.

23 (2) AGREEMENT.—The term “Agreement”
24 means—

1 (A) the Yavapai-Apache Nation Water
2 Rights Settlement Agreement, dated June 26,
3 2024; and

4 (B) any amendment or exhibit (including
5 exhibit amendments) to the Agreement that
6 are—

7 (i) made in accordance with the Act;

8 or

9 (ii) otherwise approved by the Sec-
10 retary and the Parties to the Agreement.

11 (3) ALLOTTEE.—The term “Allottee” means—

12 (A) an individual Indian holding an undi-
13 vided fractional beneficial interest in the Dinah
14 Hood Allotment; or

15 (B) an Indian Tribe holding an undivided
16 fractional beneficial interest in the Dinah Hood
17 Allotment.

18 (4) AVAILABLE CAP SUPPLY.—The term “Avail-
19 able CAP Supply”, for any Year, means—

20 (A) all Fourth Priority River Water avail-
21 able for delivery through the CAP;

22 (B) water available from CAP dams and
23 reservoirs other than the Modified Roosevelt
24 Dam; and

1 (C) return flows captured by the Secretary
2 for CAP use.

3 (5) CAP; CENTRAL ARIZONA PROJECT.—The
4 term “CAP” or “Central Arizona Project” means
5 the reclamation project authorized and constructed
6 by the United States in accordance with title III of
7 the Colorado River Basin Project Act (43 U.S.C.
8 1521 et seq.).

9 (6) CAP CONTRACT.—The term “CAP Con-
10 tract” means a long-term contract (as defined in the
11 CAP Repayment Stipulation) with the United States
12 for delivery of CAP Water through the CAP System.

13 (7) CAP FIXED OM&R CHARGE.—The term
14 “CAP Fixed OM&R Charge” has the meaning given
15 the term “Fixed OM&R Charge” in the CAP Repay-
16 ment Stipulation.

17 (8) CAP INDIAN PRIORITY WATER.—The term
18 “CAP Indian Priority Water” means water within
19 the Available CAP Supply having an Indian delivery
20 priority.

21 (9) CAP OPERATING AGENCY.—The term
22 “CAP Operating Agency” means—

23 (A) the 1 or more entities authorized to as-
24 sume responsibility for the care, operation,

1 maintenance and replacement of the CAP Sys-
2 tem; and

3 (B) as of the date of enactment of this
4 Act, the CAWCD.

5 (10) CAP PUMPING ENERGY CHARGE.—The
6 term “CAP Pumping Energy Charge” has the
7 meaning given the term “Pumping Energy Charge”
8 in the CAP Repayment Stipulation.

9 (11) CAP REPAYMENT CONTRACT.—The term
10 “CAP Repayment Contract” means—

11 (A) the contract dated December 1, 1988
12 (Contract No. 14–06–W–245, Amendment No.
13 1), between the United States and the Central
14 Arizona Water Conservation District for the
15 Delivery of Water and Repayment of Costs of
16 the CAP; and

17 (B) any amendment to, or revision of, that
18 contract.

19 (12) CAP REPAYMENT STIPULATION.—The
20 term “CAP Repayment Stipulation” means the Stip-
21 ulated Judgment and the Stipulation for Judgment,
22 including any exhibits to those documents, entered
23 on November 21, 2007, in the United States District
24 Court for the District of Arizona in the consolidated
25 civil action Central Arizona Water Conservation Dis-

1 trict v. United States, et al., numbered CIV 95–
 2 625–TUC–WDB–EHC and CIV 95–1720–PHX–
 3 EHC.

4 (13) CAP SYSTEM.—The term “CAP System”
 5 means—

6 (A) the Mark Wilmer Pumping Plant;

7 (B) the Hayden-Rhodes Aqueduct;

8 (C) the Fannin-McFarland Aqueduct;

9 (D) the Tucson Aqueduct;

10 (E) any pumping plant or appurtenant
 11 work of a feature described in subparagraph
 12 (A), (B), (C), or (D); and

13 (F) any extension of, addition to, or re-
 14 placement of a feature described in subpara-
 15 graph (A), (B), (C), (D), or (E).

16 (14) CAP WATER.—The term “CAP Water”
 17 has the meaning given the term “Project Water” in
 18 the CAP Repayment Stipulation.

19 (15) CAWCD.—The term “CAWCD” means
 20 the political subdivision of the State that is—

21 (A) the contractor under the CAP Repay-
 22 ment Contract; and

23 (B) as of the date of enactment of the Act,
 24 the CAP Operating Agency.

25 (16) C.C. CRAGIN DAM AND RESERVOIR.—

1 (A) IN GENERAL.—The term “C.C. Cragin
2 Dam and Reservoir” means—

3 (i) the C.C. Cragin Dam and Res-
4 ervoir located on East Clear Creek in
5 Coconino County, Arizona, owned by the
6 United States and operated by the Salt
7 River Project Agricultural Improvement
8 and Power District;

9 (ii) associated facilities located in Gila
10 and Coconino Counties, Arizona, including
11 pipelines, tunnels, buildings, hydroelectric
12 generating facilities, and other structures
13 of every kind, including transmission, tele-
14 phone and fiber optic lines and pumps,
15 machinery, tools, and appliances; and

16 (iii) all real or personal property, ap-
17 purtenant to or used, or constructed or
18 otherwise acquired to be used, in connec-
19 tion with the dam and reservoir and associ-
20 ated facilities described in clauses (i) and
21 (ii).

22 (B) EXCLUSION.—The term “C.C. Cragin
23 Dam and Reservoir” does not include the
24 Cragin-Verde Pipeline Project.

25 (17) COLORADO RIVER WATER.—

1 (A) IN GENERAL.—The term “Colorado
2 River Water” means the waters of the Colorado
3 River apportioned for Use within the State
4 by—

5 (i) sections 4 and 5 of the Boulder
6 Canyon Project Act (43 U.S.C. 617e,
7 617d);

8 (ii) the Upper Colorado River Basin
9 Compact of 1948, as ratified and reprinted
10 in title 45, chapter 7, article 3 of the Ari-
11 zona Revised Statutes;

12 (iii) the Colorado River Basin Project
13 Act (43 U.S.C. 1501 et seq.);

14 (iv) the contract for delivery of water
15 between the United States and the State,
16 dated February 9, 1944; and

17 (v) the decree of the Supreme Court
18 of the United States in *Arizona v. Cali-*
19 *fornia*, 376 U.S. 340 (1964), the Consoli-
20 dated Decree entered on March 27, 2006,
21 in that case (547 U.S. 150), and any
22 modifications thereof.

23 (B) LIMITATIONS.—The term “Colorado
24 River Water”—

1 (i) shall only be used for purposes of
2 interpreting the Agreement and this Act;
3 and

4 (ii) shall not be used for any interpre-
5 tation of existing law, contract, or decree,
6 including any law, contract, or decree de-
7 scribed in clauses (i) through (v) of sub-
8 paragraph (A).

9 (18) COMMISSIONER.—The term “Commis-
10 sioner” means the Commissioner of Reclamation.

11 (19) CRAGIN CAPITAL COSTS.—

12 (A) IN GENERAL.—The term “Cragin Cap-
13 ital Costs” means all costs incurred by SRP for
14 the acquisition and improvement of land, facili-
15 ties, equipment, and inventories related to the
16 C.C. Cragin Dam and Reservoir.

17 (B) INCLUSIONS.—The term “Cragin Cap-
18 ital Costs” includes all costs for labor, over-
19 head, materials, supplies, spare parts, equip-
20 ment purchase and rental, and transportation.

21 (C) CLARIFICATION.—Prior to May 1,
22 2009, all expenses incurred by SRP are accrued
23 as Cragin Capital Costs, excluding capital costs
24 of the SRP-Cragin Pumping System.

25 (20) CRAGIN O&M COSTS.—

1 (A) IN GENERAL.—The term “Cragin
2 O&M Costs” means all costs incurred by SRP
3 for the operation and maintenance of all C.C.
4 Cragin Dam and Reservoir facilities.

5 (B) INCLUSIONS.—The term “Cragin O&M
6 Costs” includes—

7 (i) costs for insurance, inspections,
8 permits, taxes, fees, licenses, contract serv-
9 ices, legal services, accounting, travel, envi-
10 ronmental compliance, repairs, testing,
11 labor, salaries, overhead, materials, sup-
12 plies, expenses, equipment, vehicles, en-
13 ergy, and fuel; and

14 (ii) any cost borne by SRP prior to
15 the assumption of care, operation, and
16 maintenance of the Cragin-Verde Pipeline
17 Project by SRP from the United States
18 pursuant to the contract between the
19 United States and the Salt River Valley
20 Water Users’ Association dated September
21 6, 1917, as amended.

22 (C) EXCLUSIONS.—The term “Cragin
23 O&M Costs” does not include—

24 (i) Cragin Capital Costs; or

1 (ii) O&M Costs and administrative
2 and general costs of the SRP-Cragin
3 Pumping System (as defined in the YAN-
4 SRP Water Delivery and Use Agreement).

5 (21) CRAGIN-VERDE PIPELINE PROJECT.—The
6 term “Cragin-Verde Pipeline Project” means the
7 water infrastructure project under the Tú úl níhoh
8 Water Infrastructure Project, as described in section
9 6(b), which will deliver water from the C.C. Cragin
10 Dam and Reservoir to the Yavapai-Apache Nation,
11 and to other beneficiaries in accordance with the
12 amendments made by section 17(a).

13 (22) DATE OF SUBSTANTIAL COMPLETION.—
14 The term “Date of Substantial Completion” means
15 the date described in section 6(d).

16 (23) DEPLETION; DEplete.—The terms “De-
17pletion” and “Deplete” mean the amount of Water
18 Diverted less return flows to the Verde River Water-
19 shed.

20 (24) DINAH HOOD ALLOTMENT.—The term
21 “Dinah Hood Allotment” means the tract of land al-
22 lotted pursuant to section 4 of the Act of February
23 8, 1887 (commonly known as the “Indian General
24 Allotment Act”) (24 Stat. 389, chapter 119; 25
25 U.S.C. 334), that is held in trust by the United

1 States for the benefit of Allottees under patent num-
2 ber 926562, as described and depicted in Exhibit
3 2.37 to the Agreement.

4 (25) DIVERSION.—The term “Diversion” means
5 an act to Divert.

6 (26) DIVERT; DIVERTED.—The terms “Divert”
7 and “Diverted” mean to receive, withdraw, or de-
8 velop and produce or capture Water—

9 (A) using a ditch, canal, flume, bypass,
10 pipeline, pit, collection or infiltration gallery,
11 conduit, well, pump, turnout, dam, or any other
12 mechanical device; or

13 (B) by any other human act.

14 (27) DOMESTIC USE.—

15 (A) IN GENERAL.—The term “Domestic
16 Use”, for purposes of paragraph 13.0 of the
17 Agreement and section 11, means a Use of
18 Water serving a residence, or multiple resi-
19 dences up to a maximum of 3 residential con-
20 nections, for household purposes with associated
21 irrigation of lawns, gardens, or landscape in an
22 amount of not more than one-half acre per resi-
23 dence.

24 (B) EXCLUSION.—The term “Domestic
25 Use” does not include the Use of Water deliv-

1 ered to a residence or multiple residences by a
2 city, town, private water company, irrigation
3 provider, or special taxing district established
4 pursuant to title 48 of the Arizona Revised
5 Statutes.

6 (28) EFFECTIVE DATE.—The term “Effective
7 Date” means the date that the Agreement is signed
8 by all of the Parties, other than the United States.

9 (29) EFFLUENT.—The term “Effluent” means
10 water that—

11 (A) has been used in the State for domes-
12 tic, municipal, or industrial purposes, other
13 than solely for hydropower generation; and

14 (B) is available for reuse for any purpose
15 in accordance with applicable law and the
16 Agreement, regardless of whether the water has
17 been treated to improve the quality of the
18 water.

19 (30) ENFORCEABILITY DATE.—The term “En-
20 forceability Date” means the date described in sec-
21 tion 15.

22 (31) EXCHANGE.—The term “Exchange”
23 means a trade between 1 or more persons or entities
24 of any water for any other water, if each person or
25 entity has a right or claim to use the water the per-

1 son or entity provides in the trade, regardless of
2 whether the water is traded in equal quantities or
3 other consideration is included in the trade.

4 (32) FOURTH PRIORITY WATER.—The term
5 “Fourth Priority Water” means Colorado River
6 Water available for delivery within the State for sat-
7 isfaction of entitlements—

8 (A) in accordance with contracts, Secre-
9 tarial reservations, perfected rights, and other
10 arrangements between the United States and
11 water users in the State entered into or estab-
12 lished subsequent to September 30, 1968, for
13 use on Federal, State, or privately owned lands
14 in the State, in a total quantity not to exceed
15 164,652 AFY of diversions; and

16 (B) after first providing for the delivery of
17 Colorado River Water for the CAP System, in-
18 cluding for Use on Indian land, under section
19 304(e) of the Colorado River Basin Project Act
20 (43 U.S.C. 1524(e)), in accordance with the
21 CAP Repayment Contract.

22 (33) GILA RIVER ADJUDICATION COURT.—The
23 term “Gila River Adjudication Court” means the
24 Superior Court of the State, in and for the County

1 of Maricopa, exercising jurisdiction over the Gila
2 River Adjudication Proceedings.

3 (34) GILA RIVER ADJUDICATION PRO-
4 CEEDINGS.—The term “Gila River Adjudication
5 Proceedings” means the action pending in the Supe-
6 rior Court of the State, in and for the County of
7 Maricopa, In re the General Adjudication of All
8 Rights To Use Water In The Gila River System and
9 Source, W-1 (Salt), W-2 (Verde), W-3 (Upper
10 Gila), W-4 (San Pedro) (Consolidated).

11 (35) GROUNDWATER.—The term “Ground-
12 water” means all water beneath the surface of the
13 Earth within the State that is not—

14 (A) Surface Water;

15 (B) Effluent; or

16 (C) Colorado River Water.

17 (36) IMPOUNDMENT.—

18 (A) IN GENERAL.—The term “Impound-
19 ment” means any human-made permanent body
20 of water on the surface of the Earth, including
21 Stockponds, lakes, Effluent ponds, open-air
22 water storage tanks, irrigation ponds, and grav-
23 el pits.

1 (B) EXCLUSIONS.—The term “Impound-
2 ment” does not include recharge basins or
3 swimming pools.

4 (37) INDIAN TRIBE.—The term “Indian Tribe”
5 has the meaning given the term in section 4 of the
6 Indian Self-Determination and Education Assistance
7 Act (25 U.S.C. 5304).

8 (38) INJURY TO WATER RIGHTS.—

9 (A) IN GENERAL.—The term “Injury to
10 Water Rights” means an interference with,
11 diminution of, or deprivation of Water Rights
12 under Federal, State or other law.

13 (B) INCLUSION.—The term “Injury to
14 Water Rights” includes a change in the
15 Groundwater table and any effect of such a
16 change.

17 (C) EXCLUSION.—The term “Injury to
18 Water Rights” does not include any injury to
19 water quality.

20 (39) M&I USE.—The term “M&I Use” means
21 the Use of Water for domestic, municipal, industrial,
22 and commercial purposes.

23 (40) MAXIMUM ANNUAL DEPLETION
24 AMOUNT.—The term “Maximum Annual Depletion
25 Amount” means the maximum amount of Water De-

1 pleted per Year for each Water Right described in
2 subparagraph 4.1 of the Agreement.

3 (41) MAXIMUM ANNUAL DIVERSION AMOUNT.—
4 The term “Maximum Annual Diversion Amount”
5 means the maximum amount of Water Diverted per
6 Year for each Water Right described in subpara-
7 graph 4.1 of the Agreement.

8 (42) MEMBER.—The term “Member” means
9 any person duly enrolled as a member of the
10 Yavapai-Apache Nation.

11 (43) MUNICIPAL WATER PROVIDER.—The term
12 “Municipal Water Provider” means a city, town, pri-
13 vate water company, specially designated home-
14 owners association, or any special taxing district es-
15 tablished pursuant to title 48 of the Arizona Revised
16 Statutes that supplies water for M&I Use.

17 (44) OM&R.—The term “OM&R” means—

18 (A) any recurring or ongoing activity relat-
19 ing to the day-to-day operation of a project;

20 (B) any activity relating to scheduled or
21 unscheduled maintenance of a project; and

22 (C) any activity relating to replacing a fea-
23 ture of a project.

24 (45) PARTY.—

1 (A) IN GENERAL.—The term “Party”
2 means a person or entity that is a signatory to
3 the Agreement.

4 (B) STATE AS A PARTY.—The participa-
5 tion of the State as a Party shall be as de-
6 scribed in subparagraph 17.5 of the Agreement.

7 (C) UNITED STATES AS A PARTY.—The
8 participation of the United States as a Party
9 shall be in the capacity as described in subpara-
10 graph 2.80 of the Agreement.

11 (46) PUBLIC WATER SYSTEM.—The term “Pub-
12 lic Water System” means a water system that—

13 (A) provides water for human consumption
14 through pipes or other constructed conveyances;
15 and

16 (B) has at least 15 service connections or
17 regularly serves an average of at least 25 per-
18 sons daily for at least 60 days a year.

19 (47) REPLACEMENT WELL.—The term “Re-
20 placement Well” means a well that—

21 (A) is constructed to replace a well in ex-
22 istence on the Effective Date;

23 (B) is located no more than 660 feet from
24 the well being replaced; and

1 (C) has a pumping capacity and case di-
2 ameter that do not exceed the pumping capacity
3 and case diameter of the well being replaced.

4 (48) SECRETARY.—The term “Secretary”
5 means the Secretary of the Interior.

6 (49) SRP.—The term “SRP” means—

7 (A) the Salt River Project Agricultural Im-
8 provement and Power District, a political sub-
9 division of the State; and

10 (B) the Salt River Valley Water Users’ As-
11 sociation, an Arizona Territorial Corporation.

12 (50) SRP WATER.—The term “SRP Water”
13 means the Water made available in subparagraph
14 8.1 of the Agreement, not to exceed an average of
15 500 AFY, up to a maximum of 583.86 acre-feet in
16 any given Year, to be stored in C.C. Cragin Res-
17 ervoir, without cost to SRP, and delivered for Use
18 on the Reservation, YAN Trust Land, and YAN
19 After-Acquired Trust Land for beneficial purposes.

20 (51) STATE.—The term “State” means the
21 State of Arizona.

22 (52) STOCKPOND.—The term “Stockpond”
23 means an on-channel or off-channel Impoundment of
24 any size that—

1 (A) stores water that is appropriable under
2 title 45, Arizona Revised Statutes; and

3 (B) is for the sole purpose of watering live-
4 stock and wildlife.

5 (53) STOCK WATERING USE.—The term “Stock
6 Watering Use” means the consumption of water by
7 livestock and wildlife, either—

8 (A) directly from a naturally occurring
9 body of water, such as an undeveloped spring,
10 cienega, seep, bog, lake, depression, sink or
11 stream; or

12 (B) from small facilities, other than a
13 Stockpond, that are served by a Diversion of
14 Water.

15 (54) SURFACE WATER.—The term “Surface
16 Water” means all Water that is appropriable under
17 State law.

18 (55) TOTAL MAXIMUM ANNUAL DEPLETION
19 AMOUNT.—The term “Total Maximum Annual De-
20pletion Amount” means the total of all Maximum
21Annual Depletion Amounts, as described in subpara-
22graph 4.1 of the Agreement.

23 (56) TOTAL MAXIMUM ANNUAL DIVERSION
24AMOUNT.—The term “Total Maximum Annual Di-
25version Amount” means the total of all Maximum

1 Annual Diversion Amounts, as described in subpara-
2 graph 4.1 of the Agreement.

3 (57) TÚ NÍL NÍCHOH WATER INFRASTRUCTURE
4 PROJECT.—The term “Tú níl níchoh Water Infra-
5 structure Project” means the water infrastructure
6 project described in section 6(a), including—

7 (A) the Cragin-Verde Pipeline Project, as
8 described in section 6(b), which will deliver
9 Water from the C.C. Cragin Dam and Res-
10 ervoir to the Yavapai-Apache Nation and to
11 other beneficiaries in the Verde Valley Water-
12 shed; and

13 (B) the YAN Drinking Water System
14 Project, as described in section 6(c), which will
15 treat and distribute the water delivered from
16 the Cragin-Verde Pipeline Project.

17 (58) USE.—The term “Use” means any bene-
18 ficial use, including instream flows, recharge, under-
19 ground storage, recovery, or any other use recog-
20 nized as beneficial under applicable law.

21 (59) USGS.—The term “USGS” means the
22 United States Geological Survey.

23 (60) VERDE RIVER DECREE.—The term “Verde
24 River Decree” means the decree to be entered by the

1 Gila River Adjudication Court adjudicating all rights
2 to water in the Verde River Watershed.

3 (61) VERDE RIVER SUBFLOW ZONE.—The term
4 “Verde River Subflow Zone” means the area in the
5 Verde River Watershed delineated by the Arizona
6 Department of Water Resources as the subflow zone
7 on a map or maps that are approved by the Gila
8 River Adjudication Court.

9 (62) VERDE RIVER WATER.—The term “Verde
10 River Water” means the Water described in para-
11 graph 5.0 of the Agreement, whether Diverted from
12 the stream or pumped from a well.

13 (63) VERDE RIVER WATERSHED.—The term
14 “Verde River Watershed” means all land located
15 within the surface water drainage of the Verde River
16 and its tributaries, depicted on the map attached as
17 Exhibit 2.88 to the Agreement.

18 (64) WATER.—The term “Water”, when used
19 without a modifying adjective, means—

- 20 (A) Groundwater;
21 (B) Surface Water;
22 (C) Colorado River Water;
23 (D) Effluent; or
24 (E) CAP Water.

1 (65) WATER RIGHT.—The term “Water Right”
2 means any right in or to Groundwater, Surface
3 Water, Colorado River Water, or Effluent under
4 Federal, State, or other law.

5 (66) YAN AFTER-ACQUIRED TRUST LAND.—
6 The term “YAN After-Acquired Trust Land” means
7 land that is taken into trust by the United States
8 for the benefit of the Yavapai-Apache Nation pursu-
9 ant to applicable Federal law after the Enforce-
10 ability Date.

11 (67) YAN AMENDED CAP WATER DELIVERY
12 CONTRACT.—The term “YAN Amended CAP Water
13 Delivery Contract” means—

14 (A) the proposed contract between the
15 Yavapai-Apache Nation and the United States
16 attached as Exhibit 6.1 to the Agreement; and

17 (B) any amendments to that contract.

18 (68) YAN CAP WATER.—The term “YAN CAP
19 Water” means CAP Water—

20 (A) to which the Yavapai-Apache Nation is
21 entitled pursuant to the Agreement and section
22 14; and

23 (B) as provided in the YAN Amended CAP
24 Water Delivery Contract.

1 (69) YAN CRAGIN WATER.—The term “YAN
2 Cragin Water” means that amount of the water
3 made available in subparagraph 8.2 of the Agree-
4 ment, not to exceed an average of 2,910.26 AFY, up
5 to a maximum of 3,394.06 acre-feet in any given
6 Year, to be stored in C.C. Cragin Dam and Res-
7 ervoir, without cost to SRP, and delivered for Use
8 on the Yavapai-Apache Reservation, YAN Trust
9 Land, and YAN After-Acquired Trust Land for ben-
10 eficial purposes.

11 (70) YAN DELIVERY POINT.—The term “YAN
12 Delivery Point” means the point or points located at
13 the end of the Cragin-Verde Pipeline Project where
14 Water may be delivered to the YAN or the United
15 States acting as trustee for the YAN pursuant to
16 the YAN-SRP Water Delivery and Use Agreement.

17 (71) YAN DRINKING WATER SYSTEM PROJECT;
18 YAVAPAI-APACHE NATION DRINKING WATER SYSTEM
19 PROJECT.—The terms “YAN Drinking Water Sys-
20 tem Project” and “Yavapai-Apache Nation Drinking
21 Water System Project” mean the water treatment
22 and water distribution system project of the
23 Yavapai-Apache Nation under the Tú ńl níchoh
24 Water Infrastructure Project, as described in section

1 6(c), that will treat and distribute water delivered
2 from the C.C. Cragin Dam and Reservoir.

3 (72) YAN FEE LAND.—The term “YAN Fee
4 Land” means land that, as of the Enforceability
5 Date, is—

6 (A) located outside the exterior boundaries
7 of the Yavapai-Apache Reservation;

8 (B) owned in fee by the Yavapai-Apache
9 Nation and has not been taken into trust by the
10 United States for the benefit of the Yavapai-
11 Apache Nation; and

12 (C) described and shown in Exhibit 2.98 to
13 the Agreement.

14 (73) YAN JUDGMENT.—The term “YAN Judg-
15 ment” means the judgment and decree entered by
16 the Gila River Adjudication Court, as described in
17 the Agreement.

18 (74) YAN LAND.—The term “YAN Land”
19 means, collectively, the YAN Reservation, YAN
20 Trust Land, and YAN Fee Land.

21 (75) YAN POINT OF COMPLIANCE.—The term
22 “YAN Point of Compliance” means the location of
23 the Verde River proximate to USGS Gage Number
24 09504950 identified as the “Verde River Above

1 Camp Verde” gage, located at GPS coordinates
2 34.6116972, –111.8984306 within the Reservation.

3 (76) YAN-SRP EXCHANGE AGREEMENT.—The
4 term “YAN-SRP Exchange Agreement” means the
5 agreement between the Nation and SRP, as ap-
6 proved by the United States, in the form substan-
7 tially similar to that attached as Exhibit 6.5 to the
8 Agreement.

9 (77) YAN-SRP WATER DELIVERY AND USE
10 AGREEMENT.—The term “YAN-SRP Water Delivery
11 and Use Agreement” means the agreement between
12 the Nation and SRP, as approved by the United
13 States, in the form substantially similar to that at-
14 tached as Exhibit 10.1 to the Agreement.

15 (78) YAN TRUST LAND.—The term “YAN
16 Trust Land” means land that, as of the Enforce-
17 ability Date, is—

18 (79) YAVAPAI-APACHE NATION; YAN; NATION.—
19 The terms “Yavapai-Apache Nation”, “YAN”, and
20 “Nation” mean the Yavapai-Apache Nation of the
21 Camp Verde Indian Reservation, Arizona, a federally
22 recognized Indian Tribe organized pursuant to sec-
23 tion 16 of the Act of June 18, 1934 (commonly
24 known as the “Indian Reorganization Act”) (48
25 Stat. 987, chapter 576; 25 U.S.C. 5123).

1 (A) located outside the boundaries of the
2 YAN Reservation;

3 (B) held in trust by the United States for
4 the benefit of the YAN; and

5 (C) depicted on the map attached as Ex-
6 hibit 2.103 to the Agreement.

7 (80) YAVAPAI-APACHE RESERVATION; YAN RES-
8 ERVATION; RESERVATION.—The terms “Yavapai-
9 Apache Reservation”, “YAN Reservation” or “Res-
10 ervation” mean the land described in section 13(a).

11 (81) YEAR.—The term “Year”—

12 (A) when used in the context of deliveries
13 of YAN Cragin Water and SRP Water pursu-
14 ant to paragraph 8.0 of the Agreement, means
15 May 1 through April 30; and

16 (B) in all other instances, means a cal-
17 endar year.

18 **SEC. 4. RATIFICATION AND EXECUTION OF THE YAVAPAI-**
19 **APACHE NATION WATER RIGHTS SETTLE-**
20 **MENT AGREEMENT.**

21 (a) RATIFICATION.—

22 (1) IN GENERAL.—Except as modified by this
23 Act, and to the extent the Yavapai-Apache Nation
24 Water Rights Settlement Agreement does not con-

1 flict with this Act, the Agreement is authorized, rati-
2 fied, and confirmed.

3 (2) AMENDMENTS.—If an amendment to the
4 Agreement, including an amendment to any exhibit
5 attached to the Agreement requiring the signature
6 or approval of the Secretary, is executed in accord-
7 ance with this Act to make the Agreement consistent
8 with this Act, the amendment is authorized, ratified,
9 and confirmed, to the extent the amendment is con-
10 sistent with this Act.

11 (b) EXECUTION.—

12 (1) IN GENERAL.—To the extent the Agreement
13 does not conflict with this Act, the Secretary shall
14 execute the Agreement, including all exhibits to, or
15 parts of, the Agreement requiring the signature of
16 the Secretary.

17 (2) MODIFICATIONS.—Nothing in this Act pro-
18 hibits the Secretary from approving any modification
19 to the Agreement, including any Exhibit to the
20 Agreement, that is consistent with this Act, to the
21 extent the modification does not otherwise require
22 congressional approval under section 2116 of the
23 Revised Statutes (25 U.S.C. 177) or any other ap-
24 plicable Federal law.

25 (c) ENVIRONMENTAL COMPLIANCE.—

1 (1) IN GENERAL.—In implementing the Agree-
2 ment (including all exhibits to the Agreement requir-
3 ing the signature of the Secretary) and this Act, the
4 Secretary shall comply with all applicable provisions
5 of—

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

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

11 (C) all other applicable Federal environ-
12 mental laws and regulations.

13 (2) AUTHORIZATIONS.—The Secretary shall—

14 (A) independently evaluate the documenta-
15 tion prepared and submitted under paragraph
16 (1); and

17 (B) be responsible for the accuracy, scope,
18 and contents of that documentation.

19 (3) EFFECT OF EXECUTION.—The execution of
20 the Agreement by the Secretary under this section
21 shall not constitute a major Federal action for pur-
22 poses of the National Environmental Policy Act of
23 1969 (42 U.S.C. 4321 et seq.).

24 (4) COSTS.—Any costs associated with the per-
25 formance of the compliance and coordination activi-

1 ties under this subsection shall be paid from funds
2 deposited in the Tú ńl níchoh Water Infrastructure
3 Project Fund established by section 7(a), subject to
4 the condition that any costs associated with the per-
5 formance of Federal approval or other review of that
6 compliance work or costs associated with inherently
7 Federal functions shall remain the responsibility of
8 the Secretary.

9 **SEC. 5. WATER RIGHTS.**

10 (a) CONFIRMATION OF WATER RIGHTS.—

11 (1) IN GENERAL.—The Water Rights of the
12 Yavapai-Apache Nation as described in the Agree-
13 ment are ratified, confirmed and declared to be
14 valid.

15 (2) USE.—Any use of Water pursuant to the
16 Water Rights described in paragraph (1) by the
17 Yavapai-Apache Nation shall be subject to the terms
18 and conditions of the Agreement and this Act.

19 (3) CONFLICT.—In the event of a conflict be-
20 tween the Agreement and this Act, this Act shall
21 control.

22 (b) WATER RIGHTS TO BE HELD IN TRUST FOR THE
23 YAVAPAI-APACHE NATION.—The United States shall hold
24 the following Water Rights in trust for the benefit of the
25 Yavapai-Apache Nation:

1 (1) The Water Rights described in paragraphs
2 5.0, 6.0, 8.0, 9.0 and 11.0 of the Agreement.

3 (2) Any Water Rights taken into trust pursuant
4 to subsections (f) and (g).

5 (c) OFF-RESERVATION USE.—Except for Effluent as
6 provided in subparagraph 4.15 of the Agreement, YAN
7 CAP Water as provided in subparagraph 6.0 of the Agree-
8 ment, and Water that is subject to an Exchange in accord-
9 ance with State law, the rights to Water described in sub-
10 paragraph 4.1 of the Agreement may not be sold, leased,
11 transferred or used outside the boundaries of the YAN
12 Reservation, YAN Trust Land, or YAN After-Acquired
13 Trust Land.

14 (d) FORFEITURE AND ABANDONMENT.—None of the
15 water rights described in paragraphs (1) and (2) of sub-
16 section (b) shall be subject to loss through non-use, for-
17 feiture, abandonment, or other operation of law.

18 (e) YAVAPAI-APACHE NATION CAP WATER.—The
19 Yavapai-Apache Nation shall have the right to divert, use,
20 and store YAN CAP Water in accordance with the Agree-
21 ment and section 14.

22 (f) WATER RIGHTS HELD IN TRUST FOR YAN
23 AFTER-ACQUIRED TRUST LAND.—As described in sub-
24 paragraph 4.13.2.1 of the Agreement, and subject to all
25 valid and existing rights, any Water Rights appurtenant

1 to YAN After-Acquired Trust Land at the time the YAN
 2 After-Acquired Trust Land is taken into trust by the Sec-
 3 retary shall be held in trust by the United States for the
 4 benefit of the Yavapai-Apache Nation.

5 (g) WATER RIGHTS HELD IN TRUST FOR FUTURE
 6 ACQUISITIONS OF WATER RIGHTS.—As described in sub-
 7 paragraphs 4.14.1 and 4.14.2 of the Agreement, and sub-
 8 ject to all valid and existing rights, on the request of the
 9 Yavapai-Apache Nation, and in accordance with applicable
 10 Federal law, the Secretary shall accept and take into trust
 11 for the benefit of the Yavapai-Apache Nation any Water
 12 Rights severed and transferred to the Reservation, YAN
 13 Trust Land, or YAN After-Acquired Trust Land.

14 **SEC. 6. TÚ NÍL NÍCHOH WATER INFRASTRUCTURE**
 15 **PROJECT.**

16 (a) IN GENERAL.—The Secretary, acting through the
 17 Commissioner, shall plan, design and construct the Tú
 18 níl níchoh Water Infrastructure Project, which shall con-
 19 sist of—

20 (1) the Cragin-Verde Pipeline Project as de-
 21 scribed in subsection (b); and

22 (2) the Yavapai-Apache Nation Drinking Water
 23 System Project as described in subsection (c).

24 (b) CRAGIN-VERDE PIPELINE PROJECT.—

1 (1) IN GENERAL.—The Secretary, acting
2 through the Commissioner, and without cost to the
3 Salt River Federal Reclamation Project, shall—

4 (A) plan, design, and construct the Cragin-
5 Verde Pipeline Project as part of the Salt River
6 Federal Reclamation Project; and

7 (B) obtain any rights-of-way or other in-
8 terests in land needed to construct the Cragin-
9 Verde Pipeline Project.

10 (2) SCOPE.—The scope of the planning, design,
11 and construction activities for the Cragin-Verde
12 Pipeline Project shall meet the requirements de-
13 scribed in paragraph (3).

14 (3) REQUIREMENTS.—The Cragin-Verde Pipe-
15 line Project shall—

16 (A) be capable of delivering—

17 (i) not less than 6,836.92 AFY of
18 water from the C.C. Cragin Dam and Res-
19 ervoir for Use by the YAN as provided in
20 the Settlement Agreement and this Act;
21 and

22 (ii) up to an additional 1,912.18 AFY
23 for Use by water users in Yavapai County
24 as provided by the amendments made by
25 section 17(a);

1 (B) include all facilities and appurtenant
2 items necessary to divert, store, and deliver
3 water to the YAN Delivery Point on the
4 Yavapai-Apache Reservation; and

5 (C) to the maximum extent practicable, be
6 designed and constructed to minimize care, op-
7 eration, and maintenance costs.

8 (4) TITLE TO FACILITIES.—Title to the Cragin-
9 Verde Pipeline Project shall be held by the United
10 States as part of the Salt River Federal Reclamation
11 Project pursuant to the Act of June 17, 1902 (32
12 Stat. 388, chapter 1093), and Acts supplemental to
13 and amendatory of that Act (commonly known as
14 the “Reclamation Act of 1902”) (43 U.S.C. 371 et
15 seq.).

16 (5) ASSUMPTION OF AND RESPONSIBILITY FOR
17 CARE, OPERATION, AND MAINTENANCE OF CRAGIN-
18 VERDE PIPELINE PROJECT.—On the Date of Sub-
19 stantial Completion, SRP shall assume and be re-
20 sponsible for the care, operation, and maintenance of
21 the Cragin-Verde Pipeline Project pursuant to the
22 contract between the United States and the Salt
23 River Valley Water Users’ Association dated Sep-
24 tember 6, 1917, as amended.

1 (6) COSTS OF CARE, OPERATION, AND MAINTENANCE TO BE BORNE BY PROJECT BENEFICIARIES.—

4 (A) IN GENERAL.—The costs of the care, operation, and maintenance of the Cragin-Verde Pipeline Project shall not be borne by SRP.

7 (B) COSTS BORNE BY YAN.—Except as provided in subparagraph 10.10 of the Agreement, the Yavapai-Apache Nation and any other beneficiaries of the Cragin-Verde Pipeline Project shall bear the costs of the care, operation, and maintenance of the Cragin-Verde Pipeline Project on a pro rata basis after the Date of Substantial Completion.

15 (C) COSTS BORNE BY SECRETARY.—Until the Date of Substantial Completion, the costs of care, operation, and maintenance shall be borne by the Secretary.

19 (7) WITHDRAWAL AND RESERVATION.—

20 (A) DEFINITION OF COVERED LAND.—In this paragraph, the term “covered land” means the portion of the National Forest System land determined by the Secretary to be necessary for the construction and operation of the Cragin-

1 Verde Pipeline Project as depicted on the map
2 prepared under subparagraph (D).

3 (B) WITHDRAWAL OF COVERED LAND.—

4 The covered land is permanently withdrawn
5 from—

6 (i) all forms of entry, appropriation,
7 and disposal under the public land laws;

8 (ii) location, entry, and patent under
9 the mining laws; and

10 (iii) operation of the mineral leasing,
11 mineral materials, and geothermal leasing
12 laws.

13 (C) RESERVATION OF COVERED LAND.—

14 Subject to valid existing rights, the covered
15 land is reserved to the United States, through
16 the Secretary, for the exclusive right to use the
17 covered land and interests in the covered land
18 for Bureau of Reclamation purposes to con-
19 struct the Cragin-Verde Pipeline Project as
20 part of the Salt River Federal Reclamation
21 Project and operated by SRP pursuant to the
22 contract between the United States and the
23 Salt River Valley Water Users' Association
24 dated September 6, 1917, as amended.

1 (D) MAP OF COVERED LAND.—As soon as
2 practicable after the date of enactment of this
3 Act, the Secretary shall prepare a map depict-
4 ing the boundary of the covered land, which
5 shall be on file and available for public inspec-
6 tion in the appropriate offices of the Forest
7 Service and the Bureau of Reclamation.

8 (c) YAVAPAI-APACHE NATION DRINKING WATER
9 SYSTEM PROJECT.—

10 (1) IN GENERAL.—The Secretary, acting
11 through the Commissioner, shall—

12 (A) plan, design and construct the YAN
13 Drinking Water System Project;

14 (B) comply with all requirements of section
15 4(c)(1); and

16 (C) obtain any rights-of-way or other inter-
17 ests in land needed to construct the YAN
18 Drinking Water System Project.

19 (2) SCOPE.—The scope of the planning, design,
20 and construction activities for the YAN Drinking
21 Water System Project shall be as generally described
22 in the document entitled “Yavapai-Apache Nation
23 Drinking Water Infrastructure Plan” and dated
24 July 2024, subject to the condition that the design
25 of the project may be adjusted by mutual agreement

1 of the Secretary and the Yavapai-Apache Nation
2 if—

3 (A) the requirements of paragraph (3) can
4 be met; and

5 (B) the adjustment is not expected to in-
6 crease the total cost of the YAN Drinking
7 Water System Project.

8 (3) REQUIREMENTS.—The YAN Drinking
9 Water System Project shall—

10 (A) include a surface water treatment fa-
11 cility capable of treating up to 2,250,000 gal-
12 lons of water per day, with a peak of 3,000,000
13 gallons of water per day, for water delivered to
14 the YAN Delivery Point from the C.C. Cragin
15 Dam and Reservoir via the Cragin-Verde Pipe-
16 line Project, except as otherwise provided for in
17 paragraph (4);

18 (B) include pipelines, water storage tanks,
19 pump stations, transmission mains, and other
20 associated infrastructure necessary for the de-
21 livery of the treated water from the surface
22 water treatment facility described in subpara-
23 graph (A) to the locations described in the
24 Yavapai-Apache Nation Drinking Water Infra-

1 structure Plan dated July 2024, or as otherwise
2 agreed to by the Nation and the Secretary; and

3 (C) to the maximum extent practicable, be
4 designed and constructed to minimize care, op-
5 eration, and maintenance costs.

6 (4) INCREASE IN CAPACITY AND COST SHARE.—

7 For the water described in the amendments made by
8 section 17(a), the Secretary is authorized to increase
9 the capacity of the YAN Drinking Water System
10 Project to treat and deliver up to an additional
11 2,500,000 gallons of water per day, for such water
12 delivered to the YAN Delivery Point from the C.C.
13 Cragin Dam and Reservoir via the Cragin-Verde
14 Pipeline Project, subject to the conditions that—

15 (A) the Yavapai-Apache Nation and the
16 water user or users described in the amend-
17 ments made by section 17(a) agree to terms
18 and conditions for the Nation to treat and dis-
19 tribute the water described in that section;

20 (B)(i) the water user or water users lo-
21 cated in Yavapai County pay their share of the
22 cost of construction to increase the capacity of
23 the YAN Drinking Water System Project; and

24 (ii) payment for such costs are deposited
25 into the YAN Drinking Water System Project

1 Fund Account described in section 7(c)(2) for
2 use for the purposes described in paragraph
3 (1); and

4 (C) the request to increase the capacity of
5 the YAN Drinking Water System Project and
6 meeting the conditions required under this
7 paragraph will not delay the timely completion
8 of the YAN Drinking Water System Project to
9 accept delivery of water from the Cragin-Verde
10 Pipeline Project to the YAN Delivery Point for
11 the benefit of the Yavapai-Apache Nation.

12 (5) TITLE TO FACILITIES.—

13 (A) IN GENERAL.—The YAN Drinking
14 Water System Project shall be owned by the
15 United States during construction.

16 (B) TRANSFER OF TITLE TO YAN.—On the
17 Date of Substantial Completion of the Tú
18 ñl níchoh Water Infrastructure Project, the
19 Secretary shall transfer title to the YAN Drink-
20 ing Water System Project to the Yavapai-
21 Apache Nation.

22 (6) ASSUMPTION OF AND RESPONSIBILITY
23 CARE, OPERATION AND MAINTENANCE OF THE YAN
24 DRINKING WATER SYSTEM PROJECT.—

1 (A) IN GENERAL.—On the Date of Sub-
2 stantial Completion of the Tú ńl níchoh Water
3 Infrastructure Project, the Yavapai-Apache Na-
4 tion shall assume and be responsible for the
5 care, operation, and maintenance of the YAN
6 Drinking Water System Project.

7 (B) COSTS DURING CONSTRUCTION.—Until
8 the Date of Substantial Completion, the costs
9 of care, operation, and maintenance shall be
10 borne by the Secretary.

11 (7) APPLICABILITY OF ISDEAA.—On receipt of
12 a request of the Yavapai-Apache Nation, and in ac-
13 cordance with the Indian Self-Determination and
14 Education Assistance Act (25 U.S.C. 5301 et seq.),
15 the Secretary shall enter into 1 or more agreements
16 with the Nation to carry out the activities authorized
17 by this subsection.

18 (8) CONDITION.—As a condition of construction
19 of the YAN Drinking Water System Project author-
20 ized by this subsection, the Nation shall authorize,
21 at no cost to the Secretary, the use of all land or
22 interests in land located on the Reservation, YAN
23 Trust Land, and YAN After-Acquired Trust Land
24 that the Secretary identifies as necessary for the
25 planning, design, construction, operation, and main-

1 tenance of the YAN Drinking Water System Project
 2 until the transfer of title to the YAN Drinking
 3 Water System Project to the Nation pursuant to
 4 paragraph (5)(B).

5 (d) DATE OF SUBSTANTIAL COMPLETION.—The Tú
 6 ñl níchoh Water Infrastructure Project shall be deemed
 7 substantially complete on the date on which written notice
 8 is provided to the Parties by the Bureau of Reclamation
 9 that the Cragin-Verde Pipeline Project and the YAN
 10 Drinking Water System Project are sufficiently complete
 11 to place the projects into service for their intended use.

12 **SEC. 7. TÚ ÑL NÍCHOH WATER INFRASTRUCTURE**
 13 **PROJECT FUND.**

14 (a) ESTABLISHMENT.—The Secretary shall establish
 15 a non-trust interest-bearing account, to be known as the
 16 Tú ñl níchoh Water Infrastructure Project Fund (re-
 17 ferred to in this section as the “Project Fund”) and to
 18 be managed and distributed by the Secretary to carry out
 19 this Act.

20 (b) ACCOUNTS.—The Secretary shall establish within
 21 the Project Fund the following accounts (referred to in
 22 this section as the “Project Fund Accounts”):

- 23 (1) The Cragin-Verde Pipeline Account.
- 24 (2) The YAN Drinking Water System Account.

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

1 (1) in the Cragin-Verde Pipeline Account estab-
2 lished under subsection (b)(1), the amounts made
3 available pursuant to section 10(a)(1)(A); and

4 (2) in the YAN Drinking Water System Ac-
5 count established under subsection (b)(2), the
6 amounts made available pursuant to section
7 10(a)(1)(B).

8 (d) USES.—

9 (1) CRAGIN-VERDE PIPELINE ACCOUNT.—The
10 Cragin-Verde Pipeline Account established under
11 subsection (b)(1) shall be used by the Secretary—

12 (A) to carry out section 6(b), including all
13 required environmental compliance under sec-
14 tion 4(c), for the Cragin-Verde Pipeline Project;
15 and

16 (B) to reimburse SRP for the proportional
17 Cragin Capital Costs and Cragin O&M Costs
18 associated with water delivered to the Yavapai-
19 Apache Nation from the C.C. Cragin Dam and
20 Reservoir under subparagraph 8.6.1 of the
21 Agreement.

22 (2) YAN DRINKING WATER SYSTEM ACCOUNT.—
23 The YAN Drinking Water System Account estab-
24 lished under subsection (b)(2) shall be used by the
25 Secretary to carry out section 6(c), including all re-

1 quired environmental compliance under section 4(c),
2 for the YAN Drinking Water System Project.

3 (e) AVAILABILITY OF AMOUNTS.—

4 (1) IN GENERAL.—Except as provided in para-
5 graph (2), amounts appropriated to and deposited in
6 the Project Fund Accounts under subparagraphs (A)
7 and (B) of section 10(a)(1) shall not be made avail-
8 able for expenditure until the Enforceability Date.

9 (2) EXCEPTION.—Of the amounts described in
10 paragraph (1), \$13,000,000 shall be made available
11 before the Enforceability Date for the Bureau of
12 Reclamation to carry out environmental compliance
13 and preliminary design of the Tú ńl níchoh Water
14 Infrastructure Project, subject to the following:

15 (A) The revision of the Settlement Agree-
16 ment and exhibits to conform to this Act.

17 (B) Execution by all of the required settle-
18 ment parties, including the United States, of
19 the conformed Settlement Agreement and ex-
20 hibits, including the waivers and releases of
21 claims under section 11.

22 (f) INTEREST.—In addition to the deposits to the
23 Project Fund Accounts under subsection (c), any invest-
24 ment earnings, including interest credited to amounts un-
25 expended, are authorized to be appropriated to be used

1 in accordance with the uses described in paragraphs (1)
2 and (2) of subsection (d).

3 (g) PROJECT EFFICIENCIES.—

4 (1) IN GENERAL.—If the total cost of the ac-
5 tivities described in subsection (b) or (c) of section
6 6 are less than the amounts authorized to be appro-
7 priated under subparagraphs (A) and (B) of section
8 10(a)(1) to carry out those activities, the Secretary
9 shall deposit the savings into the other Project Fund
10 Account, if such funds are necessary to complete the
11 construction of any component of the Tú ńl nńchoh
12 Water Infrastructure Project.

13 (2) REMAINING FUNDS.—

14 (A) IN GENERAL.—Any funds remaining in
15 the Project Fund on the Date of Substantial
16 Completion shall be deposited in the Yavapai-
17 Apache Nation Water Settlement Trust Fund
18 established by section 8(a) not later than 60
19 days after that date.

20 (B) ALLOCATION.—No later than 30 days
21 after the Date of Substantial Completion, the
22 Yavapai-Apache Nation may direct the alloca-
23 tion and amounts for the deposit of such funds
24 to 1 or more of the accounts described in sec-
25 tion 8(b), but if no timely direction is provided

1 to the Secretary, the Secretary shall deposit the
2 full amount of such funds to the Yavapai-
3 Apache Water Projects Account described in
4 paragraph (2) of that section.

5 **SEC. 8. YAVAPAI-APACHE NATION WATER SETTLEMENT**
6 **TRUST FUND.**

7 (a) ESTABLISHMENT.—The Secretary shall establish
8 a trust fund for the Yavapai-Apache Nation, to be known
9 as the “Yavapai-Apache Nation Water Settlement Trust
10 Fund” (referred to in this section as the “Trust Fund”),
11 to be managed, invested, and distributed by the Secretary
12 and to remain available until expended, withdrawn, or re-
13 verted to the general fund of the Treasury, consisting of
14 the amounts deposited in the Trust Fund under sub-
15 section (c), together with any investment earnings, includ-
16 ing interest, earned on those amounts for the purpose of
17 carrying out this Act.

18 (b) ACCOUNTS.—The Secretary shall establish in the
19 Trust Fund the following accounts:

20 (1) The Yavapai-Apache Water Settlement Im-
21 plementation Account.

22 (2) The Yavapai-Apache Water Projects Ac-
23 count.

24 (3) The Yavapai-Apache Wastewater Projects
25 Account.

1 (4) The Yavapai-Apache OM&R Account.

2 (5) The Yavapai-Apache Watershed Rehabilita-
3 tion and Restoration Account.

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

5 (1) in the Yavapai-Apache Water Settlement
6 Implementation Account established under sub-
7 section (b)(1), the amounts made available pursuant
8 to subparagraph (A) of section 10(a)(2);

9 (2) in the Yavapai-Apache Water Projects Ac-
10 count established under subsection (b)(2), the
11 amounts made available pursuant to subparagraph
12 (B) of that section;

13 (3) in the Yavapai-Apache Wastewater Projects
14 Account established under subsection (b)(3), the
15 amounts made available pursuant to subparagraph
16 (C) of that section;

17 (4) in the Yavapai-Apache OM&R Account es-
18 tablished under subsection (b)(4), the amounts made
19 available pursuant to subparagraph (D) of that sec-
20 tion; and

21 (5) in the Yavapai-Apache Watershed Rehabili-
22 tation and Restoration Account established under
23 subsection (b)(5), the amounts made available pur-
24 suant to subparagraph (E) of that section.

25 (d) MANAGEMENT AND INTEREST.—

1 (1) MANAGEMENT.—On receipt and deposit of
2 amounts into the Trust Fund pursuant to subsection
3 (c), the Secretary shall manage, invest, and dis-
4 tribute all amounts in the Trust Fund in a manner
5 that is consistent with the investment authority of
6 the Secretary under—

7 (A) the first section of the Act of June 24,
8 1938 (25 U.S.C. 162a);

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

12 (C) this subsection.

13 (2) INVESTMENT EARNINGS.—In addition to
14 the deposits made to the Trust Fund under sub-
15 section (c), any investment earnings, including inter-
16 est, credited to amounts in the Trust Fund are au-
17 thorized to be used in accordance with subsection
18 (g).

19 (e) AVAILABILITY OF AMOUNTS.—Amounts deposited
20 in the Trust Fund (including any investment earnings)
21 shall be made available to the Yavapai-Apache Nation by
22 the Secretary beginning on the Enforceability Date, sub-
23 ject to the requirements of this Act.

24 (f) WITHDRAWALS.—

1 (1) WITHDRAWALS UNDER THE AMERICAN IN-
2 DIAN TRUST FUND MANAGEMENT REFORM ACT OF
3 1994.—

4 (A) IN GENERAL.—The Yavapai-Apache
5 Nation may withdraw any portion of the
6 amounts in the Trust Fund on approval by the
7 Secretary of a Tribal management plan sub-
8 mitted by the Nation in accordance with the
9 American Indian Trust Fund Management Re-
10 form Act of 1994 (25 U.S.C. 4001 et seq.).

11 (B) REQUIREMENTS.—In addition to the
12 requirements under the American Indian Trust
13 Fund Management Reform Act of 1994 (25
14 U.S.C. 4001 et seq.), the Tribal management
15 plan under this subsection shall require that the
16 Yavapai-Apache Nation spend all amounts with-
17 drawn from the Trust Fund and any invest-
18 ment earnings accrued through the investments
19 under the Tribal management plan in accord-
20 ance with this Act.

21 (C) ENFORCEMENT.—The Secretary may
22 carry out such judicial and administrative ac-
23 tions as the Secretary determines to be nec-
24 essary—

1 (i) to enforce a Tribal management
2 plan; and

3 (ii) to ensure that amounts withdrawn
4 by the Yavapai-Apache Nation from the
5 Trust Fund under this subsection are used
6 in accordance with this Act.

7 (2) EXPENDITURE PLAN.—

8 (A) IN GENERAL.—The Yavapai-Apache
9 Nation may submit to the Secretary a request
10 to withdraw funds from the Trust Fund pursu-
11 ant to an approved expenditure plan.

12 (B) REQUIREMENTS.—To be eligible to
13 withdraw amounts under an expenditure plan
14 under this paragraph, the Yavapai-Apache Na-
15 tion shall submit to the Secretary an expendi-
16 ture plan for any portion of the Trust Fund
17 that the Yavapai-Apache Nation elects to with-
18 draw pursuant to this paragraph, subject to the
19 condition that the amounts shall be used for the
20 purposes described in this Act.

21 (C) INCLUSIONS.—An expenditure plan
22 under this paragraph shall include a description
23 of the manner and purpose for which the
24 amounts proposed to be withdrawn from the

1 Trust Fund will be used by the Yavapai-Apache
2 Nation in accordance with this Act.

3 (D) APPROVAL.—The Secretary shall ap-
4 prove an expenditure plan submitted under sub-
5 paragraph (B) if the Secretary determines that
6 the expenditure plan—

7 (i) is reasonable; and

8 (ii) is consistent with, and will be used
9 to carry out, the purposes of this Act.

10 (E) ENFORCEMENT.—The Secretary may
11 carry out such judicial and administrative ac-
12 tions as the Secretary determines to be nec-
13 essary to enforce an expenditure plan to ensure
14 that amounts disbursed under this subsection
15 are used in accordance with this Act.

16 (g) USES.—The amounts from the Trust Fund shall
17 be used by the Yavapai-Apache Nation for the following
18 purposes:

19 (1) THE YAVAPAI-APACHE WATER SETTLEMENT
20 IMPLEMENTATION ACCOUNT.—Amounts in the
21 Yavapai-Apache Water Settlement Implementation
22 Account established under subsection (b)(1) may
23 only be used—

24 (A) to pay fees and costs incurred by the
25 Yavapai-Apache Nation for filing and proc-

1 essing any application or obtaining any permit
2 required under paragraph 5.0, 8.0, or 11.0 of
3 the Agreement;

4 (B) to pay costs incurred by the Yavapai-
5 Apache Nation to participate in the planning,
6 preliminary design, and environmental compli-
7 ance activities for the Cragin-Verde Pipeline
8 Project;

9 (C) to engage in water management plan-
10 ning to comply with paragraph 12.0 of the
11 Agreement; and

12 (D) to pay, reimburse, or retire debt for
13 costs incurred by the Yavapai-Apache Nation
14 after the date of enactment of this Act for work
15 under subparagraph (A), (B), or (C).

16 (2) THE YAVAPAI-APACHE WATER PROJECTS
17 ACCOUNT.—Amounts in the Yavapai-Apache Water
18 Projects Account established under subsection (b)(2)
19 may only be used—

20 (A) for environmental compliance, permit-
21 ting, planning, engineering and design, and con-
22 struction, including acquisition of any necessary
23 rights-of-way or other interests in land, and any
24 other related activities necessary for the com-
25 pletion of construction for—

1 (i) expansion of the YAN Drinking
 2 Water System Project after the Date of
 3 Substantial Completion;

4 (ii) water infrastructure, and water
 5 storage and recovery projects, that facili-
 6 tate the use or management of the water
 7 sources identified in subparagraph 4.1 of
 8 the Agreement; and

9 (iii) the proportionate share of the
 10 Yavapai-Apache Nation for any joint
 11 project with communities in the Verde Val-
 12 ley Watershed that facilitate the use or
 13 management of the water sources identi-
 14 fied in subparagraph 4.1 of the Agreement;
 15 and

16 (B) to pay, reimburse, or retire debt for
 17 costs incurred by the Yavapai-Apache Nation
 18 after the date of enactment of this Act for
 19 projects under subparagraph (A).

20 (3) THE YAVAPAI-APACHE WASTEWATER
 21 PROJECTS ACCOUNT.—Amounts in the Apache
 22 Wastewater Projects Account established under sub-
 23 section (b)(3) may only be used—

24 (A) for environmental compliance, plan-
 25 ning, permitting, engineering and design, and

1 construction, including acquisition of any nec-
2 essary rights-of-way or other interests in land,
3 and any other related activities necessary for
4 the completion of construction for—

5 (i) wastewater infrastructure, and
6 wastewater storage and recovery projects,
7 that facilitate the reuse or management of
8 Effluent; and

9 (ii) the proportionate share of the
10 Yavapai-Apache Nation for any joint
11 project or projects with communities in the
12 Verde Valley Watershed that facilitate the
13 reuse or management of Effluent;

14 (B) to pay, reimburse, or retire debt for
15 costs incurred by the Yavapai-Apache Nation
16 after the date of enactment of this Act for
17 projects under subparagraph (A); and

18 (C)(i) to pay the outstanding debt on the
19 loan of the Yavapai-Apache Nation with the
20 Water Infrastructure and Finance Authority of
21 Arizona for the construction of the Middle
22 Verde Water Reclamation Facility; and

23 (ii) to reimburse the Yavapai-Apache Na-
24 tion up to \$8,000,000 in additional construction

1 costs related to construction of the Middle
2 Verde Water Reclamation Facility.

3 (4) THE YAVAPAI-APACHE OM&R ACCOUNT.—
4 Amounts in the Yavapai-Apache OM&R Account es-
5 tablished under subsection (b)(4) may only be used
6 to pay—

7 (A) OM&R and energy costs for the Tú
8 ñl níhoh Water Infrastructure Project, includ-
9 ing the Cragin-Verde Pipeline Project and the
10 YAN Drinking Water System Project;

11 (B) OM&R, energy costs, and any other
12 charges assessed to the Yavapai-Apache Nation
13 pursuant to the YAN-SRP Water Delivery and
14 Use Agreement, the YAN-SRP Exchange
15 Agreement, and the YAN Amended CAP Water
16 Delivery Contract;

17 (C) OM&R for Yavapai-Apache Nation
18 projects described in paragraphs (2), (3), and
19 (5); and

20 (D) OM&R, energy costs, and other
21 charges incurred by the Nation for the storage,
22 transportation and recovery of water or Efflu-
23 ent.

24 (5) YAVAPAI-APACHE WATERSHED REHABILITA-
25 TION AND RESTORATION ACCOUNT.—Amounts in the

1 Yavapai-Apache Watershed Rehabilitation and Res-
2 toration Account established under subsection (b)(5)
3 may only be used for the purpose of environmental
4 compliance, permitting, planning, engineering and
5 design activities, and construction of projects for the
6 protection and restoration of the Verde River Water-
7 shed, and any other related activities necessary for
8 the completion of such projects.

9 (h) LIABILITY.—The Secretary and the Secretary of
10 the Treasury shall not be liable for the expenditure or in-
11 vestment of any amounts withdrawn from the Trust Fund
12 by the Yavapai-Apache Nation under subsection (f).

13 (i) TITLE TO INFRASTRUCTURE.—Title to, control
14 over, and operation of any project constructed using funds
15 from the Trust Fund shall remain in the Yavapai-Apache
16 Nation.

17 (j) NO PER CAPITA DISTRIBUTIONS.—No portion of
18 the Trust Fund shall be distributed on a per capita basis
19 to any Member of the Yavapai-Apache Nation.

20 (k) EXPENDITURE REPORTS.—The Yavapai-Apache
21 Nation shall annually submit to the Secretary an expendi-
22 ture report describing accomplishments and amounts
23 spent from use of withdrawals under a Tribal management
24 plan under subsection (f)(1) or an expenditure plan under
25 subsection (f)(2).

1 (l) EFFECT.—Nothing in this section gives the
2 Yavapai-Apache Nation the right to judicial review of a
3 determination of the Secretary relating to whether to ap-
4 prove a Tribal management plan under subsection (f)(1)
5 or an expenditure plan under subsection (f)(2) except
6 under subchapter II of chapter 5, and chapter 7, of title
7 5, United States Code (commonly known as the “Adminis-
8 trative Procedure Act”).

9 **SEC. 9. GAGING STATION.**

10 The Secretary, acting through the Director of the
11 USGS, shall continue to maintain and operate the existing
12 USGS gaging station at the YAN Point of Compliance,
13 identified as “Verde River Above Camp Verde -
14 09504950” in Exhibit 11.1B to the Agreement, within the
15 Yavapai-Apache Reservation, for the purpose of moni-
16 toring the instream flow right of the Yavapai-Apache Na-
17 tion to the Verde River as described in paragraph 11.0
18 of the Agreement.

19 **SEC. 10. FUNDING.**

20 (a) MANDATORY APPROPRIATIONS.—Out of any
21 money in the Treasury not otherwise appropriated, the
22 Secretary of the Treasury shall transfer to the Secretary,
23 to remain available to the Secretary until expended, with-
24 drawn, or reverted to the general fund of the Treasury,
25 the following amounts:

1 (1) TÚ NÍL NÍCHOH WATER INFRASTRUCTURE
2 PROJECT FUND.—For deposit in the following ac-
3 counts of the Tú níl níchoh Water Infrastructure
4 Project Fund established under section 7(a):

5 (A) \$731,059,000 in the Cragin-Verde
6 Pipeline Account established under section
7 7(b)(1).

8 (B) \$152,490,000 in the YAN Drinking
9 Water System Account established under sec-
10 tion 7(b)(2).

11 (2) YAVAPAI-APACHE NATION WATER SETTLE-
12 MENT TRUST FUND.—For deposit in the following
13 accounts of the Yavapai-Apache Nation Water Set-
14 tlement Trust Fund established under section 8(a):

15 (A) \$300,000 in the Yavapai-Apache
16 Water Settlement Implementation Account es-
17 tablished under section 8(b)(1).

18 (B) \$58,000,000 in the Yavapai-Apache
19 Water Projects Account established under sec-
20 tion 8(b)(2).

21 (C) \$31,000,000 in the Yavapai-Apache
22 Wastewater Projects Account established under
23 section 8(b)(3).

1 (D) \$66,000,000 in the Yavapai-Apache
2 OM&R Account established under section
3 8(b)(4).

4 (E) \$700,000 in the Yavapai-Apache Wa-
5 tershed Rehabilitation and Restoration Account
6 established under section 8(b)(5).

7 (b) FLUCTUATION IN COSTS.—

8 (1) PROJECT FUND.—The amounts appro-
9 priated under subsection (a)(1) shall be—

10 (A) increased or decreased, as appropriate,
11 by such amounts as may be justified by reason
12 of ordinary fluctuations in costs occurring after
13 January 1, 2024, as indicated by the Bureau of
14 Reclamation Construction Cost Index applicable
15 to the types of construction involved; and

16 (B) adjusted to address construction cost
17 changes necessary to account for unforeseen
18 market volatility that may not otherwise be cap-
19 tured by engineering cost indices as determined
20 by the Secretary, including repricing applicable
21 to the means of construction and current indus-
22 try standards involved.

23 (2) TRUST FUND.—The amounts appropriated
24 under subsection (a)(2) shall be—

1 (A) increased or decreased, as appropriate,
2 by such amounts as may be justified by reason
3 of ordinary fluctuations in costs occurring after
4 January 1, 2024, as indicated by the Bureau of
5 Reclamation Construction Cost Index—Com-
6 posite Trend; and

7 (B) adjusted to address construction cost
8 changes necessary to account for unforeseen
9 market volatility that may not otherwise be cap-
10 tured by engineering cost indices as determined
11 by the Secretary, including repricing applicable
12 to the means of construction and current indus-
13 try standards involved.

14 (3) REPETITION.—The adjustment process
15 under this subsection shall be repeated for each sub-
16 sequent amount appropriated until the amount au-
17 thorized, as adjusted, has been appropriated.

18 (4) REQUIREMENTS FOR ADJUSTMENT PROC-
19 ESS.—The adjustment process under this subsection
20 shall be repeated for each subsequent amount appro-
21 priated for deposit in the Tú ńl ńíchoh Water Infra-
22 structure Project Fund under subsection (a)(1) and
23 the Yavapai-Apache Nation Water Settlement Trust
24 Fund under subsection (a)(2), until the amount au-

1 thorized to be appropriated, as so adjusted, has been
2 appropriated.

3 (5) PERIOD OF INDEXING.—

4 (A) PROJECT FUND.—With respect to the
5 Tú ńl ńíchoh Water Infrastructure Project
6 Fund, the period of indexing adjustment for
7 any increment of funding shall be annual until
8 the Tú ńl ńíchoh Water Infrastructure Project
9 is completed.

10 (B) TRUST FUND.—With respect to the
11 Yavapai-Apache Nation Water Settlement Trust
12 Fund, the period of indexing adjustment for
13 any increment of funding shall end on the date
14 on which funds are deposited into the Yavapai-
15 Apache Nation Water Settlement Trust Fund.

16 (c) COMMENCEMENT OF ENVIRONMENTAL COMPLI-
17 ANCE.—Subject to the requirements of subparagraphs (A)
18 and (B) of section 7(e)(2), effective beginning on the date
19 of deposit of funds in the Tú ńl ńíchoh Water Infrastruc-
20 ture Project Fund under subsection (a)(1), the Secretary
21 shall commence any planning, design, environmental, cul-
22 tural, and historical compliance activities necessary to im-
23 plement the Agreement and this Act, including activities
24 necessary to comply with section 4(c)(1).

1 **SEC. 11. WAIVERS, RELEASES, AND RETENTIONS OF**
2 **CLAIMS.**

3 (a) WAIVER, RELEASE, AND RETENTION OF CLAIMS
4 FOR WATER RIGHTS AND INJURY TO WATER RIGHTS BY
5 THE YAVAPAI-APACHE NATION, ON BEHALF OF THE
6 YAVAPAI-APACHE NATION AND THE MEMBERS OF THE
7 YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE
8 CAPACITY OF THE MEMBERS AS ALLOTTEES), AND THE
9 UNITED STATES, ACTING AS TRUSTEE FOR THE
10 YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE
11 CAPACITY OF THE MEMBERS AS ALLOTTEES).—

12 (1) IN GENERAL.—Except as provided in para-
13 graph (3), the Yavapai-Apache Nation, on behalf of
14 the Yavapai-Apache Nation and the Members of the
15 Yavapai-Apache Nation (but not Members in the ca-
16 pacity of the Members as Allottees), and the United
17 States, acting as trustee for the Yavapai-Apache Na-
18 tion and the Members of the Yavapai-Apache Nation
19 (but not Members in the capacity of the Members as
20 Allottees), as part of the performance of the respec-
21 tive obligations of the Yavapai-Apache Nation and
22 the United States under the Agreement and this
23 Act, shall execute a waiver and release of any claims
24 against the State (or any agency or political subdivi-
25 sion of the State), and any other individual, entity,

1 corporation, or municipal corporation under Federal,
2 State, or other law for all—

3 (A) past, present, and future claims for
4 Water Rights, including rights to Colorado
5 River Water, for YAN Land, arising from time
6 immemorial and, thereafter, forever;

7 (B) past, present, and future claims for
8 Water Rights, including rights to Colorado
9 River Water, arising from time immemorial
10 and, thereafter, forever, that are based on the
11 aboriginal occupancy of land by the Yavapai-
12 Apache Nation, the predecessors of the
13 Yavapai-Apache Nation, the Members of the
14 Yavapai-Apache Nation, or the predecessors of
15 the Members of the Yavapai-Apache Nation;

16 (C) past and present claims for Injury to
17 Water Rights, including rights to Colorado
18 River Water, for YAN Land, arising from time
19 immemorial through the Enforceability Date;

20 (D) past, present, and future claims for
21 Injury to Water Rights, including rights to Col-
22 orado River Water, arising from time immemo-
23 rial and, thereafter, forever, that are based on
24 the aboriginal occupancy of land by the
25 Yavapai-Apache Nation, the predecessors of the

1 Yavapai-Apache Nation, the Members of the
2 Yavapai-Apache Nation, or the predecessors of
3 the Members of the Yavapai-Apache Nation;

4 (E) claims for Injury to Water Rights, in-
5 cluding rights to Colorado River Water, arising
6 after the Enforceability Date, for YAN Land,
7 resulting from the off-Reservation Diversion or
8 Use of Water in a manner not in violation of
9 the Agreement or State law; and

10 (F) past, present, and future claims aris-
11 ing out of, or relating in any manner to, the ne-
12 gotiation, execution, or adoption of the Agree-
13 ment, any judgment or decree approving or in-
14 corporating the Agreement, or this Act.

15 (2) FORM; EFFECT.—The waiver and release of
16 claims described in paragraph (1)—

17 (A) shall be in the form described in Ex-
18 hibit 13.1 to the Agreement; and

19 (B) shall take effect on the Enforceability
20 Date.

21 (3) RETENTION OF CLAIMS.—Notwithstanding
22 the waiver and release of claims described in para-
23 graph (1) and Exhibit 13.1 to the Agreement, the
24 Yavapai-Apache Nation, on behalf of the Yavapai-
25 Apache Nation and the Members of the Yavapai-

1 Apache Nation, and the United States, acting as
2 trustee for the YAN and the Members of the YAN
3 (but not Members in the capacity of the Members as
4 Allottees), shall retain any right—

5 (A) subject to subparagraph 17.9 of the
6 Agreement, to assert claims for injuries to, and
7 seek enforcement of, their rights under the
8 Agreement or this Act in any Federal or State
9 court of competent jurisdiction;

10 (B) to assert claims for injuries to, and
11 seek enforcement of, their rights under any
12 judgment or decree entered by the Gila River
13 Adjudication Court, including the Verde River
14 Decree;

15 (C) to assert claims for Water Rights or
16 Injury to Water Rights acquired before the En-
17 forceability Date pursuant to subparagraph
18 4.14.1 of the Agreement;

19 (D) to challenge or object to any claims for
20 Water Rights or Injury to Water Rights by or
21 for any Indian Tribe, or the United States act-
22 ing on behalf of any Indian Tribe;

23 (E) to assert past, present, or future
24 claims for Injury to Water Rights against any

1 Indian Tribe, or the United States, acting on
2 behalf of any Indian Tribe;

3 (F) to assert claims for Injury to Water
4 Rights arising after the Enforceability Date for
5 YAN Land resulting from any off-Reservation
6 Diversion of Surface Water within the Verde
7 River Watershed, other than from a well, if the
8 Diversion or Use of Surface Water was first ini-
9 tiated after the Effective Date and was not the
10 subject of a permit to appropriate Surface
11 Water issued by the Arizona Department of
12 Water Resources before the Effective Date; and

13 (G) to assert claims for Injury to Water
14 Rights arising after the Enforceability Date for
15 YAN Land resulting from any off-Reservation
16 Diversion or Use of Water from a well, if—

17 (i) the Water is determined by the
18 Gila River Adjudication Court to be Sur-
19 face Water;

20 (ii) the well is located within the
21 Verde River Watershed above USGS Gage
22 No. 09506000 identified as “Verde River
23 near Camp Verde, AZ”;

24 (iii) the well was constructed after the
25 Effective Date; and

- 1 (iv) the well is not—
2 (I) a Replacement Well;
3 (II) a new point of Diversion for
4 a Surface Water Use predating the
5 Effective Date;
6 (III) operated by a Municipal
7 Water Provider pursuant to an agree-
8 ment with the Yavapai-Apache Nation
9 under subparagraph 16.1.2 of the
10 Agreement;
11 (IV) constructed for Domestic
12 Use or Stock Watering Use;
13 (V) constructed to supply a
14 Stockpond with a capacity not to ex-
15 ceed 4 acre-feet;
16 (VI) used by a city or town in
17 the Prescott active management
18 area—
19 (aa) to withdraw Under-
20 ground Water from land located
21 in the Big Chino sub-basin of the
22 Verde River groundwater basin
23 that has historically irrigated
24 acres for transportation to an ad-
25 jacent initial active management

1 area under the criteria described
2 in sections 45-555(A), 45-
3 555(B), 45-555(C), and 45-
4 555(D) of the Arizona Revised
5 Statutes, as those sections exist
6 as of the Effective Date, a copy
7 of which is attached as Exhibit
8 13.1.3 to the Agreement;

9 (bb) to withdraw and trans-
10 port 8,068 AFY of Underground
11 Water from the Big Chino sub-
12 basin of the Verde River ground-
13 water basin to the Prescott active
14 management area pursuant to
15 the criteria described in sections
16 45-555(E) and 45-555(G) of the
17 Arizona Revised Statutes, as
18 those sections exist as of the Ef-
19 fective Date, a copy of which is
20 attached as Exhibit 13.1.3 to the
21 Agreement; or

22 (cc) to withdraw and trans-
23 port Underground Water from
24 land located in the Big Chino
25 sub-basin of the Verde River

1 groundwater basin to the Pres-
2 cott active management area to
3 meet the additional needs of an
4 Indian Tribe in the Prescott ac-
5 tive management area pursuant
6 to a federally-approved Indian
7 water rights settlement under
8 sections 45-555(G) and 45-
9 555(F), as those sections exist as
10 of the Effective Date, a copy of
11 which is attached as Exhibit
12 13.1.3 to the Agreement; and

13 (VII) providing a source of sup-
14 ply for an M&I Use for a Municipal
15 Water Provider or a Public Water
16 System (that does not have an agree-
17 ment with the YAN pursuant to sub-
18 paragraph 16.1.2 of the Agreement)
19 that meets certain conditions, includ-
20 ing that—

21 (aa) the well is located out-
22 side the lateral limits of the
23 Verde River Subflow Zone;

24 (bb) all buildings con-
25 structed after the well is drilled

1 that are served by the Municipal
2 Water Provider or Public Water
3 System have WaterSense Labeled
4 Fixtures, or fixtures that are
5 equivalent to or exceed
6 WaterSense specifications for
7 water efficiency and performance
8 as described in Exhibit 2.90 to
9 the Agreement;

10 (cc) the Municipal Water
11 Provider or Public Water System
12 uses its best efforts to ensure
13 that all outdoor landscaping in-
14 stalled after the well is drilled
15 that is served by the Municipal
16 Water Provider or Public Water
17 System uses only native or
18 drought tolerant plants, except as
19 provided for in item (dd);

20 (dd) all turf or other land-
21 scape areas not using native or
22 drought tolerant plants, including
23 for schools, parks, cemeteries,
24 golf courses, or common areas,
25 installed after the well is drilled

1 are, to the extent permitted by
2 State law, prohibited by the Mu-
3 nicipal Water Provider or Public
4 Water System unless the plants
5 are 100 percent served with Ef-
6 fluent, greywater, harvested rain-
7 water, or some combination
8 thereof; and

9 (ee) ornamental water fea-
10 tures (except swimming pools),
11 ponds, and lakes constructed
12 after the well is drilled are, to the
13 extent permitted by State law,
14 prohibited by the Municipal
15 Water Provider or Public Water
16 System unless the features,
17 ponds, and lakes are 100 percent
18 served with Effluent, greywater,
19 harvested rainwater, or some
20 combination thereof.

21 (b) WAIVER, RELEASE, AND RETENTION OF CLAIMS
22 FOR WATER RIGHTS AND INJURY TO WATER RIGHTS BY
23 THE YAVAPAI-APACHE NATION, ON BEHALF OF THE
24 YAVAPAI-APACHE NATION AND THE MEMBERS OF THE
25 YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE

1 CAPACITY OF THE MEMBERS AS ALLOTTEES), AGAINST
2 THE UNITED STATES.—

3 (1) IN GENERAL.—Except as provided in para-
4 graph (3), the Yavapai-Apache Nation, on behalf of
5 the Yavapai-Apache Nation and the Members of the
6 Yavapai-Apache Nation (but not Members in the ca-
7 pacity of the Members as Allottees), as part of the
8 performance of the obligations of the Yavapai-
9 Apache Nation under the Agreement and this Act,
10 shall execute a waiver and release of all claims
11 against the United States, including agencies, offi-
12 cials, and employees of the United States, under
13 Federal, State, or other law for all—

14 (A) past, present, and future claims for
15 Water Rights, including rights to Colorado
16 River Water, for YAN Land, arising from time
17 immemorial and, thereafter, forever;

18 (B) past, present, and future claims for
19 Water Rights, including rights to Colorado
20 River Water, arising from time immemorial
21 and, thereafter, forever, that are based on the
22 aboriginal occupancy of land by the Yavapai-
23 Apache Nation, the predecessors of the
24 Yavapai-Apache Nation, the Members of the

1 Yavapai-Apache Nation, or the predecessors of
2 the members of the Yavapai-Apache Nation;

3 (C) past and present claims relating in any
4 manner to damage, losses, or injury to land or
5 other resources due to loss of Water or Water
6 Rights (including damages, losses, or injuries to
7 hunting, fishing, gathering, or cultural rights
8 due to loss of Water or Water Rights, claims
9 relating to interference with, Diversion, or tak-
10 ing of Water, or claims relating to the failure
11 to protect, acquire, or develop Water, Water
12 Rights, or Water infrastructure) within the
13 State that first accrued at any time prior to the
14 Enforceability Date;

15 (D) past and present claims for Injury to
16 Water Rights, including rights to Colorado
17 River Water, for YAN Land, arising from time
18 immemorial through the Enforceability Date;

19 (E) past, present, and future claims for In-
20 jury to Water Rights, including rights to Colo-
21 rado River Water, arising from time immemo-
22 rial and, thereafter, forever, that are based on
23 the aboriginal occupancy of land by the
24 Yavapai-Apache Nation, the predecessors of the
25 Yavapai-Apache Nation, the Members of the

1 Yavapai-Apache Nation, or the predecessors of
2 the members of the Yavapai-Apache Nation;

3 (F) claims for Injury to Water Rights, in-
4 cluding rights to Colorado River Water, arising
5 after the Enforceability Date for YAN Land,
6 resulting from the off-Reservation Diversion or
7 Use of Water in a manner not in violation of
8 the Agreement or State law; and

9 (G) past, present, and future claims aris-
10 ing out of, or relating in any manner to, the ne-
11 gotiation, execution, or adoption of the Agree-
12 ment, any judgment or decree approving or in-
13 corporating the Agreement, or this Act.

14 (2) FORM; EFFECT.—The waiver and release of
15 claims described in paragraph (1)—

16 (A) shall be in the form described in Ex-
17 hibit 13.2 to the Agreement; and

18 (B) shall take effect on the Enforceability
19 Date.

20 (3) RETENTION OF CLAIMS.—Notwithstanding
21 the waiver and release of claims described in para-
22 graph (1) and Exhibit 13.2 to the Agreement, the
23 Yavapai-Apache Nation, on behalf of the Yavapai-
24 Apache Nation and the Members of the Yavapai-

1 Apache Nation (but not Members in the capacity of
2 the Members as Allottees) shall retain any right—

3 (A) subject to Subparagraph 17.9 of the
4 Agreement, to assert claims for injuries to, and
5 seek enforcement of, their rights under the
6 Agreement or this Act in any Federal or State
7 court of competent jurisdiction;

8 (B) to assert claims for injuries to, and
9 seek enforcement of, rights under any judgment
10 or decree entered by the Gila River Adjudica-
11 tion Court, including the Verde River Decree;

12 (C) to assert claims for Water Rights or
13 Injury to Water Rights acquired before the En-
14 forceability Date pursuant to subparagraph
15 4.14.1 of the Agreement;

16 (D) to challenge or object to any claims for
17 Water Rights or Injury to Water Rights by or
18 for any Indian Tribe or the United States act-
19 ing on behalf of any Indian Tribe;

20 (E) to assert past, present, or future
21 claims for Injury to Water Rights against any
22 Indian Tribe or the United States acting on be-
23 half of any Indian Tribe;

24 (F) to assert claims for Injury to Water
25 Rights arising after the Enforceability Date for

1 YAN Land resulting from any off-Reservation
2 Diversion of Surface Water within the Verde
3 River Watershed, other than from a well, if the
4 Diversion or Use of Surface Water was first ini-
5 tiated after the Effective Date and was not the
6 subject of a permit to appropriate Surface
7 Water issued by the Arizona Department of
8 Water Resources before the Effective Date; and
9 (G) to assert claims for Injury to Water
10 Rights arising after the Enforceability Date for
11 YAN Land resulting from any off-Reservation
12 Diversion or Use of Water from a well, if—

13 (i) the Water is determined by the
14 Gila River Adjudication Court to be Sur-
15 face Water;

16 (ii) the well is located within the
17 Verde River Watershed above Gage No.
18 09506000, Verde River near Camp Verde,
19 AZ;

20 (iii) the well was constructed after the
21 Effective Date; and

22 (iv) the well is not—

23 (I) a Replacement Well;

1 (II) a new point of Diversion for
2 a Surface Water Use predating the
3 Effective Date;

4 (III) operated by a Municipal
5 Water Provider pursuant to an agree-
6 ment with the Yavapai-Apache Nation
7 under subparagraph 16.1.2 of the
8 Agreement;

9 (IV) constructed for Domestic
10 Use or Stock Watering Use; or

11 (V) constructed to supply a
12 Stockpond with a capacity not to ex-
13 ceed 4 acre-feet.

14 (c) WAIVER, RELEASE AND RETENTION OF CLAIMS
15 BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT
16 AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE
17 YAVAPAI-APACHE NATION) AGAINST THE YAVAPAI-
18 APACHE NATION AND THE MEMBERS OF THE YAVAPAI-
19 APACHE NATION.—

20 (1) IN GENERAL.—Except as provided in para-
21 graph (3), the United States, in all capacities (ex-
22 cept as trustee for an Indian Tribe other than the
23 Yavapai-Apache Nation), as part of the performance
24 of the obligations of the United States under the
25 Agreement and this Act, shall execute a waiver and

1 release of all claims against the Yavapai-Apache Na-
2 tion, the Members of the Yavapai-Apache Nation, or
3 any agency, official, or employee of the Yavapai-
4 Apache Nation, under Federal, State, or any other
5 law for all—

6 (A) past and present claims for Injury to
7 Water Rights, including rights to Colorado
8 River Water, resulting from the Diversion or
9 Use of Water on YAN Land arising from time
10 immemorial through the Enforceability Date;

11 (B) claims for Injury to Water Rights, in-
12 cluding rights to Colorado River Water, arising
13 after the Enforceability Date, resulting from
14 the Diversion or Use of Water on YAN Land
15 in a manner that is not in violation of the
16 Agreement or State law; and

17 (C) past, present, and future claims aris-
18 ing out of, or related in any manner to, the ne-
19 gotiation, execution, or adoption of the Agree-
20 ment, any judgment or decree approving or in-
21 corporating the Agreement, or this Act.

22 (2) FORM; EFFECT.—The waiver and release of
23 claims described in paragraph (1)—

24 (A) shall be in the form described in Ex-
25 hibit 13.3 to the Agreement; and

1 (B) shall take effect on the Enforceability
2 Date.

3 (3) RETENTION OF CLAIMS.—Notwithstanding
4 the waiver and release of claims described in para-
5 graph (1) and Exhibit 13.3 to the Agreement, the
6 United States shall retain any right to assert any
7 claim not expressly waived in accordance with that
8 paragraph and that exhibit.

9 (d) NO EFFECT ON ACTIONS RELATING TO HEALTH,
10 SAFETY OR ENVIRONMENT.—Nothing in the Agreement
11 or this Act affects any right of the United States or the
12 Yavapai-Apache Nation on behalf of the Yavapai-Apache
13 Nation, or on behalf of the Members of the Yavapai-
14 Apache Nation, to take any action authorized by law relat-
15 ing to health, safety, or the environment, including—

16 (1) the Federal Water Pollution Control Act
17 (33 U.S.C. 1251 et seq.);

18 (2) the Safe Drinking Water Act (42 U.S.C.
19 300f et seq.);

20 (3) the Comprehensive Environmental Re-
21 sponse, Compensation, and Liability Act of 1980 (42
22 U.S.C. 9601 et seq.); and

23 (4) any regulations implementing the Acts de-
24 scribed in paragraphs (1) through (3).

1 **SEC. 12. SATISFACTION OF WATER RIGHTS AND OTHER**
2 **BENEFITS; EFFECT ON MEMBERS OF THE**
3 **YAVAPAI-APACHE NATION AND DINAH HOOD**
4 **ALLOTMENT.**

5 (a) IN GENERAL.—The benefits provided under the
6 Agreement and this Act shall be in complete replacement
7 of, in complete substitution for, and in full satisfaction of
8 any claim of the Yavapai-Apache Nation and the Members
9 of the Yavapai-Apache Nation (but not Members in the
10 capacity of the Members as Allottees) against the parties
11 to the Agreement, including the United States, that is
12 waived and released by the Yavapai-Apache Nation acting
13 on behalf of the Yavapai-Apache Nation and the Members
14 of the Yavapai-Apache Nation (but not Members in the
15 capacity of the Members as Allottees) pursuant to—

16 (1) subsections (a) and (b) of section 11; and
17 (2) subparagraphs 13.1 and 13.2 of the Agree-
18 ment.

19 (b) ENTITLEMENTS.—Any entitlement to Water of
20 the Yavapai-Apache Nation and the Members of the
21 Yavapai-Apache Nation (but not Members in the capacity
22 of the Members as Allottees), or the United States as
23 trustee for the Yavapai-Apache Nation and the Members
24 of the Yavapai-Apache Nation (but not Members in the
25 capacity of the Members as Allottees), for YAN Land shall
26 be satisfied out of the water resources and other benefits

1 granted, confirmed, quantified, or recognized, by the
2 Agreement or this Act to or for—

3 (1) the Yavapai-Apache Nation;

4 (2) the Members of the Yavapai-Apache Nation
5 (but not Members in the capacity of the Members as
6 Allottees); and

7 (3) the United States as trustee for the
8 Yavapai-Apache Nation and the Members of the
9 Yavapai-Apache Nation (but not Members in the ca-
10 pacity of the Members as Allottees).

11 (c) SAVINGS PROVISION.—Notwithstanding sub-
12 sections (a) and (b), nothing in the Agreement or this
13 Act—

14 (1) recognizes or establishes any right of a
15 Member of the Yavapai-Apache Nation to Water on
16 YAN Land; or

17 (2) prohibits the Yavapai-Apache Nation from
18 acquiring additional Water Rights by purchase or
19 donation of land, credits, or Water Rights.

20 (d) EFFECT ON MEMBERS OF THE YAVAPAI-APACHE
21 NATION.—Except as provided in subsections (a) and (b),
22 and sections 11(a) and 11(b), the Agreement and this Act
23 shall not affect any rights of any Member of the Yavapai-
24 Apache Nation to Water for land outside of YAN Land.

25 (e) EFFECT ON DINAH HOOD ALLOTMENT.—

1 (1) IN GENERAL.—Nothing in the Agreement
2 or this Act—

3 (A) quantifies or diminishes any Water
4 Right, or any claim or entitlement to Water, for
5 the Dinah Hood Allotment; or

6 (B) precludes beneficial owners of the
7 Dinah Hood Allotment, or the United States
8 acting in its capacity as trustee for beneficial
9 owners of the Dinah Hood allotment, from
10 making claims for Water Rights in the State.

11 (2) CLAIM AUTHORIZATION.—To the extent au-
12 thorized by applicable law, beneficial owners of the
13 Dinah Hood Allotment or the United States acting
14 in its capacity as trustee for beneficial owners of the
15 Dinah Hood allotment may make claims to, and may
16 be adjudicated, individual Water Rights in the State.

17 (3) EXCEPTION.—Notwithstanding paragraph
18 (1), the Yavapai-Apache Nation, in the capacity of
19 the Yavapai-Apache Nation as a holder of a bene-
20 ficial real property interest in the Dinah Hood Allot-
21 ment, shall not object to, challenge, or dispute the
22 claims of water users to Water from the Verde River
23 Watershed in—

24 (A) the Gila River Adjudication Pro-
25 ceedings; or

1 (B) any other judicial or administrative
2 proceeding.

3 **SEC. 13. TRUST LAND.**

4 (a) YAVAPAI-APACHE RESERVATION.—The Yavapai-
5 Apache Reservation includes—

6 (1) the land located within the exterior bound-
7 aries of the Yavapai-Apache Reservation, as de-
8 scribed and depicted in Exhibits 2.96A through
9 2.96E and 2.102 to the Agreement, as documented
10 by the Land Titles and Records Office of the De-
11 partment of the Interior;

12 (2) the land added to the Reservation pursuant
13 to subsection (b);

14 (3) the trust lands identified in Exhibit 2.98A
15 to the Agreement as—

16 (A) Montezuma Parcel A (NF1);

17 (B) Montezuma Parcel B (NF2);

18 (C) Montezuma Parcel C (NF3);

19 (D) Montezuma Parcel D (NF4);

20 (E) Lower Verde 260 Parcel (NF5);

21 (F) Upper 260 (NF6);

22 (G) Middle Verde Parcel A (NF7);

23 (H) Middle Verde Parcel B (NF8); and

24 (I) Middle Verde Parcel C (NF9); and

1 (4) land that, as of the Enforceability Date, has
2 been added to the Reservation pursuant to Federal
3 law.

4 (b) LAND TO BE TAKEN INTO TRUST.—

5 (1) IN GENERAL.—By the date that is not later
6 than 30 days after the date of enactment of this
7 Act, the Secretary is authorized and directed to ac-
8 cept the transfer of title to the land shown on the
9 maps in Exhibits 2.98A and 2.98B to the Agree-
10 ment, as identified in subparagraphs (A) through
11 (G) of paragraph (2), and to hold that land in trust
12 for the benefit of the Yavapai-Apache Nation.

13 (2) LAND DESCRIBED.—The land referred to in
14 paragraph (1) includes the following:

15 (A) OTTER WATERS.—A tract of land lo-
16 cated in Section 33, Township 15 North, Range
17 4 East, Gila and Salt River Base and Meridian,
18 Yavapai County, Arizona, as described in in-
19 strument number 2023-0005245 recorded on
20 February 3, 2023 in the records of the Yavapai
21 County Recorder.

22 (B) CEMETERY PROPERTY.—A tract of
23 land located in the East half of the Northeast
24 quarter of Section 11, Township 14 North,
25 Range 4 East, Gila and Salt River Meridian,

1 Yavapai County, Arizona, as described in in-
2 strument number 2023-0025892 recorded on
3 June 15, 2023 in the records of the Yavapai
4 County Recorder.

5 (C) BROWN PROPERTY.—

6 (i) PARCEL 1.—A tract of land located
7 in the Southwest quarter of the Southwest
8 quarter of Section 2, Township 14 North,
9 Range 4 East of the Gila and Salt River
10 Base and Meridian, Yavapai County, Ari-
11 zona, as described in instrument number
12 2021-0087445 recorded on December 9,
13 2021 in the records of the Yavapai County
14 Recorder.

15 (ii) PARCEL 2.—A tract of land lo-
16 cated in the Southwest quarter of the
17 Southwest quarter of Section 2 and the
18 Northwest quarter of the Northwest quar-
19 ter of Section 11, Township 14 North,
20 Range 4 East of the Gila and Salt River
21 Base and Meridian, Yavapai County, Ari-
22 zona, as described in instrument number
23 2021-0087445 recorded on December 9,
24 2021 in the records of the Yavapai County
25 Recorder.

1 (D) DISTANT DRUMS RV PARK PROP-
2 ERTY.—

3 (i) PARCEL 1.—A tract of land as re-
4 corded in Book 3627, Page 782, Records
5 of Yavapai County, located in a portion of
6 Government Lots 10 and 11 of Section 7
7 and Government Lots 13 and 14 of Sec-
8 tion 18, Township 14 North, Range 5 East
9 of the Gila and Salt River Base and Merid-
10 ian, Yavapai County, Arizona, as described
11 in Book 4332, Page 281 recorded on No-
12 vember 7, 2005 in the records of the
13 Yavapai County Recorder.

14 (ii) PARCEL 2.—A tract of land lo-
15 cated in a portion of Government Lot 12
16 of Section 7, Township 14 North, Range 5
17 East of the Gila and Salt River Base and
18 Meridian, Yavapai County, Arizona, as de-
19 scribed in Book 4332, Page 281 recorded
20 on November 7, 2005 in the records of the
21 Yavapai County Recorder.

22 (iii) PARCEL 3.—A tract of land lo-
23 cated in Section 7, Township 14 North,
24 Range 5 East of the Gila and Salt River
25 Base and Meridian, Yavapai County, Ari-

1 zona, as described in Book 4332, Page 281
2 recorded on November 7, 2005 in the
3 records of the Yavapai County Recorder.

4 (E) SONIC/CHEVRON PROPERTY.—

5 (i) PARCEL 1.—A tract of land located
6 in that part of Lot 13, Section 18, Town-
7 ship 14, North, Range 5 East of the Gila
8 and Salt River Base and Meridian,
9 Yavapai County, Arizona, being a portion
10 of that parcel of land described in Book
11 3068, Page 519 in the Office of the
12 Yavapai County Recorder, as described in
13 Book 4115, Page 876 recorded on Feb-
14 ruary 2, 2004 in the records of the
15 Yavapai County Recorder.

16 (ii) PARCEL 2.—A tract of land lo-
17 cated in that part of Lot 13, Section 18,
18 Township 14 North, Range 5 East of the
19 Gila and Salt River Base and Meridian,
20 Yavapai County, Arizona, being a portion
21 of that parcel of land described in Book
22 3068, Page 519 in the Office of the
23 Yavapai County Recorder, as described in
24 Book 4115, Page 876 recorded on Feb-

1 ruary 2, 2004 in the records of the
2 Yavapai County Recorder.

3 (iii) PARCEL 3.—A tract of land lo-
4 cated in that part of Lot 13, Section 18,
5 Township 14 North, Range 5 East of the
6 Gila and Salt River Base and Meridian,
7 Yavapai County, Arizona, being a portion
8 of that parcel of land described in Book
9 3068, Page 519 in the office of the
10 Yavapai County Recorder, as described in
11 Book 4115, Page 888 recorded on Feb-
12 ruary 2, 2004 in the records of the
13 Yavapai County Recorder.

14 (F) ARENA DEL LOMA PROPERTY.—

15 (i) PARCEL 1.—A tract of land located
16 in Section 19, Township 14 North, Range
17 5 East of the Gila and Salt River Base
18 and Meridian, Yavapai County, Arizona, as
19 described in instrument number 2020-
20 0044727 recorded on August 7, 2020 in
21 the records of the Yavapai County Re-
22 corder.

23 (ii) PARCEL 2.—A tract of land lo-
24 cated in Section 19, Township 14 North,
25 Range 5 East of the Gila and Salt River

1 Base and Meridian, Yavapai County, Ari-
2 zona, lying within South Middle Verde
3 Road (Arena Del Loma Road) as aban-
4 doned by Town of Camp Verde, as shown
5 on plat of record in Book 198 of Maps,
6 Page 51, records of Yavapai County, Ari-
7 zona, as described in instrument number
8 2020-0044727 recorded on August 7,
9 2020, in the records of the Yavapai County
10 Recorder.

11 (iii) PARCEL 3.—A tract of land lo-
12 cated in the Northeast quarter of Section
13 19, Township 14 North, Range 5 East, of
14 the Gila and Salt River Base and Merid-
15 ian, Yavapai County, Arizona, being a por-
16 tion of that parcel described in Book 4227,
17 page 525 Record Source #1 (R1), records
18 of the Yavapai County Recorder's Office,
19 as described in instrument number 2022-
20 0059695 recorded on October 6, 2022 in
21 the records of the Yavapai County Re-
22 corder.

23 (G) GIANT'S GRAVE PROPERTY.—

24 (i) PARCEL 1.—A tract of land located
25 in the Northeast quarter of the Southwest

1 quarter of Section 19, Township 16 North,
2 Range 3 East of the Gila and Salt River
3 Base and Meridian, Yavapai County, Ari-
4 zona, as described in Book 3319, Page
5 620, instrument number 9667800 recorded
6 on November 27, 1996 in the records of
7 the Yavapai County Recorder.

8 (ii) PARCEL 2.—A tract of land lo-
9 cated in the South half of the South half
10 of Section 19 and in the Northeast quarter
11 of the Northwest quarter of Section 30,
12 Township 16 North, Range 3 East of the
13 Gila and Salt River Base and Meridian,
14 Yavapai County, Arizona, as described in
15 Book 3319, Page 620, instrument number
16 9667800 recorded on November 27, 1996
17 in the records of the Yavapai County Re-
18 corder.

19 (iii) PARCEL 3.—A tract of land 20
20 feet in width and more or less 178 feet in
21 length located in the South $\frac{1}{2}$ of Section
22 19, Township 16 North, Range 3 East of
23 the Gila and Salt River Base and Merid-
24 ian, Yavapai County, Arizona, being a por-
25 tion of that certain parcel of land described

1 in Book 3568, Page 18, Official Records
2 recorded in the Yavapai County Recorder’s
3 Office, Yavapai County, Arizona, as de-
4 scribed in instrument number 2022-
5 0036985 recorded on June 15, 2022 in the
6 records of the Yavapai County Recorder.

7 (3) VALID EXISTING RIGHTS.—The land taken
8 into trust under paragraph (1) shall be subject to
9 valid existing rights, including easements, rights-of-
10 way, contracts, and managements agreements.

11 (4) LIMITATIONS.—Nothing in this subsection
12 affects any right or claim of the Yavapai-Apache
13 Nation to any land or interest in land in existence
14 before the date of enactment of this Act.

15 (5) LAND DESCRIPTIONS.—The Secretary may
16 correct, by mutual agreement with the Yavapai-
17 Apache Nation, any errors in the land descriptions
18 of the land conveyed to the Secretary pursuant to
19 this subsection.

20 (6) CONFLICT.—In the case of a conflict be-
21 tween a map and a description of land in this Act,
22 the map shall control unless the Secretary and the
23 Yavapai-Apache Nation mutually agree otherwise.

1 **SEC. 14. YAVAPAI-APACHE NATION CAP WATER.**

2 (a) YAVAPAI-APACHE NATION AMENDED CAP
3 WATER DELIVERY CONTRACT.—

4 (1) IN GENERAL.—In accordance with the
5 Yavapai-Apache Nation Water Rights Settlement
6 Agreement and the requirements described in para-
7 graph (2), the Secretary shall enter into the YAN
8 Amended CAP Water Delivery Contract.

9 (2) REQUIREMENTS.—The requirements re-
10 ferred to in paragraph (1) are the following:

11 (A) IN GENERAL.—The YAN Amended
12 CAP Water Delivery Contract shall—

13 (i) be for permanent service (as that
14 term is used in section 5 of the Boulder
15 Canyon Project Act (43 U.S.C. 617d));

16 (ii) take effect on the Enforceability
17 Date; and

18 (iii) be without limit as to term.

19 (B) YAN CAP WATER.—

20 (i) IN GENERAL.—The YAN CAP
21 water may be delivered for use in the State
22 through—

23 (I) any project authorized under
24 this Act; or

25 (II) the CAP System.

1 (C) CONTRACTUAL DELIVERY.—The Sec-
2 retary shall deliver the YAN CAP water to
3 Yavapai-Apache Nation in accordance with the
4 terms and conditions of the YAN Amended
5 CAP Water Delivery Contract.

6 (D) DELIVERY OF CAP INDIAN PRIORITY
7 WATER.—

8 (i) IN GENERAL.—If a time of short-
9 age (as that term is described in the YAN
10 Amended CAP Water Delivery Contract)
11 exists, the amount of CAP Indian Priority
12 Water available to the YAN in the applica-
13 ble Year shall be computed in accordance
14 with the YAN Amended CAP Repayment
15 Contract.

16 (E) LEASES AND EXCHANGES OF YAVAPAI-
17 APACHE NATION CAP WATER.—On or after the
18 date on which the YAN Amended CAP Water
19 Delivery Contract becomes effective, the
20 Yavapai-Apache Nation may, with the approval
21 of the Secretary, enter into contracts or options
22 to lease or to exchange YAN CAP Water in
23 Coconino, Gila, Maricopa, Pinal, Pima, and
24 Yavapai counties, Arizona, providing for the

1 temporary delivery to any individual or entity of
2 any portion of the YAN CAP Water.

3 (F) TERMS OF LEASES AND EX-
4 CHANGES.—

5 (i) LEASING.—Contracts or options to
6 lease under subparagraph (E) shall be for
7 a term of not more than 100 years.

8 (ii) EXCHANGES.—Contracts or op-
9 tions to exchange under subparagraph (E)
10 shall be for the term provided for in the
11 contract or option, as applicable.

12 (iii) RENEGOTIATION.—The YAN
13 may, with the approval of the Secretary,
14 renegotiate any lease described in subpara-
15 graph (E), at any time during the term of
16 the lease, subject to the condition that the
17 term of the renegotiated lease does not ex-
18 ceed 100 years.

19 (G) PROHIBITION ON PERMANENT ALIEN-
20 ATION.—No YAN CAP Water may be perma-
21 nently alienated.

22 (H) ENTITLEMENT TO LEASE AND EX-
23 CHANGE FUNDS; OBLIGATIONS OF THE UNITED
24 STATES.—

25 (i) ENTITLEMENT.—

1 (I) IN GENERAL.—The Yavapai-
2 Apache Nation shall be entitled to all
3 consideration due to the Yavapai-
4 Apache Nation under any contract to
5 lease, option to lease, contract to ex-
6 change, or option to exchange the
7 YAN CAP Water entered into by the
8 Yavapai-Apache Nation.

9 (II) EXCLUSION.—The United
10 States shall not, in any capacity, be
11 entitled to the consideration described
12 in subclause (I).

13 (ii) OBLIGATIONS OF THE UNITED
14 STATES.—The United States shall not, in
15 any capacity, have any trust or other obli-
16 gation to monitor, administer, or account
17 for, in any manner, any funds received by
18 the Yavapai-Apache Nation as consider-
19 ation under any contract to lease, option to
20 lease, contract to exchange, or option to
21 exchange the YAN CAP Water entered
22 into by Yavapai-Apache Nation, except in
23 a case in which the Yavapai-Apache Nation
24 deposits the proceeds of any lease, option
25 to lease, contract to exchange, or option to

1 exchange into an account held in trust for
2 the Yavapai-Apache Nation by the United
3 States.

4 (I) WATER USE AND STORAGE.—

5 (i) IN GENERAL.—The Yavapai-
6 Apache Nation may use YAN CAP Water
7 on or off the YAN Reservation.

8 (ii) STORAGE.—The Yavapai-Apache
9 Nation, in accordance with State law, may
10 store YAN CAP Water at 1 or more un-
11 derground storage facilities or groundwater
12 savings facilities.

13 (iii) ASSIGNMENT.—The Yavapai-
14 Apache Nation may, without the approval
15 of the Secretary, sell, transfer, or assign
16 any long-term storage credits accrued as a
17 result of storage described in clause (ii).

18 (J) USE OUTSIDE STATE.—The Yavapai-
19 Apache Nation may not use, lease, exchange,
20 forbear, or otherwise transfer any YAN CAP
21 Water for use directly or indirectly outside the
22 State.

23 (K) CAP FIXED OM&R CHARGES.—

24 (i) IN GENERAL.—The CAP Oper-
25 ating Agency shall be paid the CAP Fixed

1 OM&R charges associated with the delivery
2 of all YAN CAP Water.

3 (ii) PAYMENT OF CHARGES.—Except
4 as provided in subparagraph (N), all CAP
5 Fixed OM&R charges associated with the
6 delivery of YAN CAP Water to the
7 Yavapai-Apache Nation shall be paid by—

8 (I) the Secretary, pursuant to
9 section 403(f)(2)(A) of the Colorado
10 River Basin Project Act (43 U.S.C.
11 1543(f)(2)(A)), subject to the condi-
12 tion that funds for that payment are
13 available in the Lower Colorado River
14 Basin Development Fund; and

15 (II) if the funds described in sub-
16 clause (I) become unavailable, the
17 Yavapai-Apache Nation.

18 (L) CAP PUMPING ENERGY CHARGES.—

19 (i) IN GENERAL.—The CAP Oper-
20 ating Agency shall be paid the CAP Pump-
21 ing Energy Charge associated with the de-
22 livery of YAN CAP Water only in cases in
23 which the CAP System is used for the de-
24 livery of that YAN CAP Water.

1 (ii) PAYMENT OF CHARGES.—Any ap-
2 plicable CAP Pumping Energy Charge as-
3 sociated with the delivery of the YAN CAP
4 Water shall be paid by the Yavapai-Apache
5 Nation, except for—

6 (I) CAP Water not delivered
7 through the CAP System, which does
8 not incur a CAP Pumping Energy
9 Charge; or

10 (II) water delivered to other per-
11 sons, as described in subparagraph
12 (N).

13 (M) WAIVER OF PROPERTY TAX EQUIVA-
14 LENCY PAYMENTS.—No property tax or in-lieu
15 property tax equivalency shall be due or payable
16 by the Yavapai-Apache Nation for the delivery
17 of CAP Water or for the storage of CAP Water
18 in an underground storage facility or ground-
19 water savings facility.

20 (N) LESSEE RESPONSIBILITY FOR
21 CHARGES.—

22 (i) IN GENERAL.—Any lease or option
23 to lease providing for the temporary deliv-
24 ery to other persons of any YAN CAP
25 Water shall require the lessee to pay to the

1 CAP Operating Agency the CAP Fixed
2 OM&R Charge and the CAP Pumping En-
3 ergy Charge associated with the delivery of
4 the leased YAN CAP Water.

5 (ii) NO RESPONSIBILITY FOR PAY-
6 MENT.—Neither the Yavapai-Apache Na-
7 tion nor the United States in any capacity
8 shall be responsible for the payment of any
9 charges associated with the delivery of the
10 YAN CAP Water leased to other persons.

11 (O) ADVANCE PAYMENT.—No YAN CAP
12 Water shall be delivered unless the CAP Fixed
13 OM&R Charge and any applicable CAP Pump-
14 ing Energy Charge associated with the delivery
15 of that YAN CAP Water has been paid in ad-
16 vance.

17 (P) CALCULATION.—The charges for deliv-
18 ery of YAN CAP Water pursuant to the
19 Yavapai-Apache Nation Amended CAP Water
20 Delivery Contract shall be calculated in accord-
21 ance with the CAP Repayment Stipulation.

22 (Q) CAP REPAYMENT.—For purposes of
23 determining the allocation and repayment of
24 costs of any stages of the CAP System con-
25 structed after November 21, 2007, the costs as-

1 sociated with the delivery of YAN CAP Water,
 2 whether the YAN CAP Water is delivered for
 3 use by the Yavapai-Apache Nation or in accord-
 4 ance with any assignment, exchange, lease, op-
 5 tion to lease, or other agreement for the tem-
 6 porary disposition of YAN CAP Water entered
 7 into by the YAN, shall be—

8 (i) nonreimbursable; and

9 (ii) excluded from the repayment obli-
 10 gation of the Central Arizona Water Con-
 11 servations District.

12 (R) NONREIMBURSABLE CAP CONSTRUC-
 13 TION COSTS.—

14 (i) IN GENERAL.—With respect to the
 15 costs associated with the construction of
 16 the CAP System allocable to the Yavapai-
 17 Apache Nation—

18 (I) the costs shall be nonreim-
 19 bursable; and

20 (II) the Yavapai-Apache Nation
 21 shall have no repayment obligation for
 22 the costs.

23 (ii) CAPITAL CHARGES.—No CAP
 24 Water service capital charges shall be due
 25 or payable for the YAN CAP Water, re-

1 gardless of whether the YAN CAP Water
2 is delivered—

3 (I) for use by the Yavapai-
4 Apache Nation; or

5 (II) under any lease, option to
6 lease, exchange, or option to exchange
7 entered into by the Yavapai-Apache
8 Nation.

9 **SEC. 15. ENFORCEABILITY DATE.**

10 (a) IN GENERAL.—The Agreement, including the
11 waivers and releases of claims described in section 11,
12 shall take effect and be fully enforceable on the date on
13 which the Secretary publishes in the Federal Register a
14 statement of findings that—

15 (1) to the extent the Agreement conflicts with
16 this Act—

17 (A) the Agreement has been revised
18 through an amendment to eliminate the con-
19 flict; and

20 (B) the revised Agreement, including any
21 exhibits requiring amendment or execution by
22 any party to the Agreement, has been executed
23 by all required parties;

1 (2) the waivers, releases, and retentions of
2 claims described in section 11 and in Paragraph
3 13.0 of the Agreement have been executed by—

4 (A) the Yavapai-Apache Nation;

5 (B) the United States; and

6 (C) the other parties to the Agreement;

7 (3) the full amount described in subsection
8 (a)(1)(A) of section 10, as adjusted by subsection
9 (c)(1) of that section, has been deposited into the
10 Cragin-Verde Pipeline Account of the Tú ńl níchoh
11 Water Infrastructure Project Fund;

12 (4) the full amount described in subsection
13 (a)(1)(B) of section 10, as adjusted by subsection
14 (c)(1) of that section, has been deposited into the
15 YAN Drinking Water System Account of the Tú
16 ńl níchoh Water Infrastructure Project Fund;

17 (5) the full amounts described in subparagraphs
18 (A), (B), (C), (D) and (E) of subsection (a)(2) of
19 section 10, as adjusted by subsection (c)(2) of that
20 section, have been deposited into the Trust Fund;

21 (6) the Arizona Department of Water Re-
22 sources has—

23 (A) conditionally approved the severance
24 and transfer of the right of SRP to the diver-
25 sion and beneficial use of water under Arizona

1 Department of Water Rights Certificate of
2 Water Right No. 3696.0002, as described in
3 Paragraph 8.0 of the Agreement, in an amount
4 not to exceed an average of 3,410.26 AFY, up
5 to a maximum of 3,977.92 acre-feet in any
6 given Year, to the Nation and the United
7 States in its capacity as trustee for the Nation;
8 and

9 (B) issued a conditional certificate of water
10 right to the Nation and the United States in its
11 capacity as trustee for the Nation, to become
12 effective on the Enforceability Date;

13 (7) the changes in places of use and points of
14 diversion for the surface water rights to the Verde
15 River as described in subparagraph 5.4 of the Agree-
16 ment have been conditionally approved, to become
17 effective on the Enforceability Date, provided that
18 the YAN, in its sole discretion, may waive this con-
19 dition;

20 (8) the Gila River Adjudication Court has in-
21 cluded the water right for instream flow for the Na-
22 tion and the United States as trustee for the Nation,
23 as described in the YAN Judgment, which substan-
24 tially conforms to the attributes described in Exhibit

1 11.1B to the Agreement, provided that the Nation,
2 in its sole discretion, may waive this condition;

3 (9) except as otherwise provided in paragraphs
4 (7) and (8), the Gila River Adjudication Court has
5 approved the YAN Judgment in substantially the
6 same form attached as Exhibit 13.9 to the Agree-
7 ment, as amended to ensure consistency with this
8 Act;

9 (10) the Secretary has issued a final record of
10 decision approving the construction of the Tú
11 ñl níhoh Water Infrastructure Project as described
12 in section 6;

13 (11) the Nation and the Town of Clarkdale
14 have executed the Water and Sewer Service Agree-
15 ment described in Exhibit 16.1.2.3 to the Agree-
16 ment, provided that, the Nation, in its sole discre-
17 tion, may waive this condition;

18 (12) the Nation and the Town of Camp Verde
19 have executed the Interconnection and Exchange
20 Agreement described in Exhibit 16.1.2.2 to the
21 Agreement, provided that the Nation, in its sole dis-
22 cretion, may waive this condition; and

23 (13) the tribal council of the Yavapai-Apache
24 Nation has adopted a resolution, as described in sec-
25 tion 16(a), consenting to the limited waiver of sov-

1 foreign immunity from suit in the circumstances de-
2 scribed in paragraph (3) of that section.

3 (b) FAILURE TO SATISFY CONDITIONS.—

4 (1) IN GENERAL.—Except as provided in para-
5 graph (2), if the Secretary fails to publish in the
6 Federal Register a statement of findings under sub-
7 section (a) by June 30, 2035, or such alternative
8 later date as may be agreed to by the Yavapai-
9 Apache Nation, the Secretary, and the State—

10 (A) this Act is repealed, except as de-
11 scribed in paragraph (2);

12 (B) any action taken by the Secretary and
13 any contract or agreement entered into pursu-
14 ant to this Act shall be void;

15 (C) the United States shall be entitled to
16 offset any Federal amounts made available
17 under section 10(a) that were used under that
18 section against any claims asserted by the
19 Yavapai-Apache Nation against the United
20 States; and

21 (D) any amounts appropriated under sec-
22 tion 10, together with any investment earnings
23 on those amounts, less any amounts expended
24 under section 7(e)(2), shall revert immediately
25 to the general fund of the Treasury.

1 (2) EXCEPTION.—Notwithstanding paragraph
2 (1)(A), if the Secretary fails to publish in the Fed-
3 eral Register a statement of findings under sub-
4 section (a) by June 30, 2035, or such alternative
5 later date as may be agreed to by the Yavapai-
6 Apache Nation, the Secretary, and the State, section
7 13 shall remain in effect.

8 **SEC. 16. ADMINISTRATION.**

9 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY BY
10 THE YAVAPAI-APACHE NATION AND THE UNITED STATES
11 ACTING AS TRUSTEE FOR THE YAVAPAI-APACHE NA-
12 TION.—

13 (1) IN GENERAL.—The Yavapai-Apache Nation,
14 and the United States acting as trustee for the
15 Yavapai-Apache Nation, may be joined in any action
16 brought in any circumstance described in paragraph
17 (3), and any claim by the Yavapai-Apache Nation
18 and the United States to sovereign immunity from
19 any such action is waived.

20 (2) CONSENT OF YAVAPAI-APACHE NATION.—
21 By resolution dated June 26, 2024, the Yavapai-
22 Apache Nation Council has affirmatively consented
23 to the limited waiver of sovereign immunity from
24 suit in any circumstance described in paragraph (3)
25 notwithstanding any provision of the Yavapai-

1 Apache Nation Code or any other Yavapai-Apache
2 Nation law.

3 (3) CIRCUMSTANCES DESCRIBED.—A cir-
4 cumstance referred to in paragraphs (1) and (2) in-
5 cludes any of the following:

6 (A) PARTIES TO THE AGREEMENT.—Any
7 party to the Agreement—

8 (i) brings an action in any court of
9 competent jurisdiction relating only and di-
10 rectly to the interpretation or enforcement
11 of—

12 (I) this Act; or

13 (II) the Agreement and exhibits
14 to the Agreement;

15 (ii) names the Yavapai-Apache Na-
16 tion, or the United States acting as trustee
17 for the Yavapai-Apache Nation, as a party
18 in that action; and

19 (iii) does not include any request for
20 award against the Yavapai-Apache Nation,
21 or the United States acting as trustee for
22 the Yavapai-Apache Nation, for monetary
23 damages, court costs, or attorney fees, ex-
24 cept for claims brought by a party pursu-
25 ant to the YAN-SRP Water Delivery and

1 Use Agreement and YAN-SRP Exchange
2 Agreement.

3 (B) LANDOWNER OR WATER USER.—Any
4 landowner or water user in the Gila River Wa-
5 tershed—

6 (i) brings an action in any court of
7 competent jurisdiction relating only and di-
8 rectly to the interpretation or enforcement
9 of—

10 (I) paragraph 13.0 of the Agree-
11 ment;

12 (II) the Gila River Adjudication
13 Decree; or

14 (III) section 11;

15 (ii) names the Yavapai-Apache Na-
16 tion, or the United States acting as trustee
17 for the Yavapai-Apache Nation, as a party
18 in that action; and

19 (iii) does not include any request for
20 award against the Yavapai-Apache Nation,
21 or the United States acting as trustee for
22 the Yavapai-Apache Nation, for monetary
23 damages, court costs, or attorney fees.

24 (b) ANTIDEFICIENCY.—Notwithstanding any author-
25 ization of appropriations to carry out this Act, the United

1 States shall not be liable for any failure of the United
 2 States to carry out any obligation or activity authorized
 3 by this Act (including all agreements or exhibits ratified
 4 or confirmed by this Act) if adequate appropriations are
 5 not provided expressly by Congress to carry out the pur-
 6 poses of this Act.

7 (c) APPLICABILITY OF RECLAMATION REFORM
 8 ACT.—The Reclamation Reform Act of 1982 (43 U.S.C.
 9 390aa et seq.) and any other acreage limitation or full-
 10 cost pricing provision under Federal law shall not apply
 11 to any individual, entity, or land solely on the basis of—

- 12 (1) receipt of any benefit under this Act;
 13 (2) the execution or performance of the Agree-
 14 ment; or
 15 (3) the use, storage, delivery, lease, or exchange
 16 of CAP water.

17 **SEC. 17. MISCELLANEOUS.**

18 (a) C.C. CRAGIN DAM AND RESERVOIR.—Section
 19 213(i)(3) of the Gila River Indian Community Water
 20 Rights Settlement Act of 2004 (Public Law 108–451; 118
 21 Stat. 3533) is amended—

22 (1) in subparagraph (B), by striking “Blue
 23 Ridge Reservoir” and inserting “C.C. Cragin Dam
 24 and Reservoir”; and

25 (2) by adding at the end the following:

1 “(C) ADDITIONAL AVAILABILITY.—Up to
2 1,639.74 acre-feet of water per year may be
3 made available from the C.C. Cragin Reservoir
4 for municipal and domestic uses in Yavapai
5 County, Arizona, without cost to the Salt River
6 Federal Reclamation Project, provided that, on
7 or before December 31, 2029, water users in
8 Yavapai County have contracted with the Salt
9 River Federal Reclamation Project for the use
10 of the water described in this subparagraph.”.

11 (b) EFFECT OF ACT.—Nothing in this Act quantifies
12 or otherwise affects any water right or claim or entitle-
13 ment to water of any Indian Tribe, band, or community
14 other than the Yavapai-Apache Nation.

15 (c) TOWN OF CAMP VERDE AND FOREST SERVICE.—
16 Pursuant to existing authorities, the Forest Service shall
17 work expeditiously with the Town of Camp Verde to trans-
18 fer title to the Town of Camp Verde of up to 40 acres
19 of Forest Service land located at the intersection of Inter-
20 state 17 and General Crook Trail within the municipal
21 boundaries of the Town of Camp Verde for public safety
22 and other municipal purposes.

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