

117TH CONGRESS  
2D SESSION

**S.** \_\_\_\_\_

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

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IN THE SENATE OF THE UNITED STATES

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

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**A BILL**

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

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

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

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

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

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

- Sec. 5. Tribal Water Right.
- Sec. 6. Tule River Tribe trust accounts.
- Sec. 7. Funding.
- Sec. 8. Transfer of land into trust.
- Sec. 9. Satisfaction of claims.
- Sec. 10. Waivers and releases of claims.
- Sec. 11. Enforceability Date.
- Sec. 12. Binding effect; judicial approval; enforceability.
- Sec. 13. Miscellaneous provisions.
- Sec. 14. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

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

6 (A) the Tule River Tribe; and

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

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

14 (3) to authorize and direct the Secretary—

15 (A) to execute the 2007 Agreement; and

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

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

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

3 **SEC. 3. DEFINITIONS.**

4           In this Act:

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

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

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

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

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



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

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

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

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

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

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

4           (13) TULE RIVER ASSOCIATION.—

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

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

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

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

25           (a) RATIFICATION.—

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

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

12           (b) EXECUTION.—

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

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

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

3 (c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

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

14 (2) COMPLIANCE.—

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

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

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



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

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

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

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

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

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

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

24 (a) CONFIRMATION OF TRIBAL WATER RIGHT.—

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

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

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

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

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

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

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

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

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

3 (d) ADMINISTRATION.—

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

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

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

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

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

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

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

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

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

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

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

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

18 (d) MANAGEMENT AND INTEREST.—

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

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

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

7 (C) this section.

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

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

19 (f) WITHDRAWALS.—

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

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

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

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

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

23 (2) WITHDRAWALS UNDER EXPENDITURE  
24 PLAN.—

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

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

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

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

23 (i) is reasonable; and

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

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

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

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

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



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

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

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

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

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

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

1 **SEC. 7. FUNDING.**

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

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

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

13 (b) FLUCTUATION IN COSTS.—

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

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

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

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

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

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

13 (a) TRANSFER OF LAND TO TRUST.—

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

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

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

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

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

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

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

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

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

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

20 (iv) Approximately 154.9 acres of land  
21 located in T. 22 S., R. 30 E., sec. 34,  
22 N<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, Lots 2 and 3.

23 (v) Approximately 40.00 acres of land  
24 located in T. 22 S., R. 30 E., sec. 34,  
25 NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>.

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

3 (I) T. 22 S., R. 30 E., sec. 35,  
4 S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>, and SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>,  
5 Lots 3,4, and 6; and

6 (II) T. 23 S., R. 30 E., sec. 2,  
7 S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, Lots 6 and 7.

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

10 (I) T. 22 S., R. 30 E., sec. 35,  
11 SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>; and

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

14 (viii) Approximately 15.48 acres of  
15 land located in T. 21 S., R. 30 E., sec. 31  
16 in that portion of the NW<sup>1</sup>/<sub>4</sub> lying between  
17 Lots 8 and 9.

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

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

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

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

20 (ii) The area encompasses—

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

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

5 (C) TRIBALLY OWNED FEE LANDS.—

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

9 (I) The SW<sup>1</sup>/<sub>4</sub> and that portion  
10 of the SE<sup>1</sup>/<sub>4</sub> of sec. 9 in T. 22 S., R.  
11 29 E., Mount Diablo Base and Merid-  
12 ian, in the County of Tulare, State of  
13 California, according to the official  
14 plat thereof, lying south and west of  
15 the center line of the South Fork of  
16 the Tule River, as such river existed  
17 on June 9, 1886, in the County of  
18 Tulare, State of California; excepting  
19 therefrom an undivided one-half inter-  
20 est in and to the oil, gas, minerals,  
21 and other hydrocarbon substances in,  
22 on, or under such land, as reserved by  
23 Alice King Henderson, a single  
24 woman, by Deed dated January 22,  
25 1959, and Recorded February 18,

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

3 (II) An easement over and across  
4 that portion of the SW<sup>1</sup>/<sub>4</sub> of sec. 10 in  
5 T. 22 S., R. 29 E., Mount Diablo  
6 Base and Meridian, County of Tulare,  
7 State of California, more particularly  
8 described as follows:

9 (aa) Beginning at the inter-  
10 section of the west line of the  
11 SW<sup>1</sup>/<sub>4</sub> of sec. 10, and the south  
12 bank of the South Tule Inde-  
13 pendent Ditch; thence south 20  
14 rods; thence in an easterly direc-  
15 tion, parallel with such ditch, 80  
16 rods; thence north 20 rods,  
17 thence westerly along the south  
18 bank of such ditch 80 rods to the  
19 point of beginning; for the pur-  
20 pose of—

21 (AA) maintaining  
22 thereon an irrigation ditch  
23 between the headgate of the  
24 King Ditch situated on such  
25 land and the SW<sup>1</sup>/<sub>4</sub> and that



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

10 (BB) conveying there-  
11 through water from the  
12 South Fork of the Tule  
13 River to the SW<sup>1</sup>/<sub>4</sub> and that  
14 portion of the SE<sup>1</sup>/<sub>4</sub> of sec.  
15 9 in T. 22 S., R. 29 E.,  
16 lying south and west of the  
17 centerline of the South Fork  
18 of the Tule River, as such  
19 river existed on June 9,  
20 1886.

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

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

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

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

8                   (I) That portion of the S<sup>1</sup>/<sub>2</sub> of  
9                   sec. 12 in T. 22 S., R. 28 E., Mount  
10                  Diablo Base and Meridian, in the  
11                  County of Tulare, State of California,  
12                  according to the official plat thereof,  
13                  lying south of the County Road known  
14                  as Reservation Road, excepting there-  
15                  from an undivided one-half interest in  
16                  all oil, gas, minerals, and other hydro-  
17                  carbon substances as reserved in the  
18                  deed from California Lands, Inc., to  
19                  Lovell J. Wilson and Genevieve P.  
20                  Wilson, recorded February 17, 1940,  
21                  in book 888, page 116, Tulare County  
22                  Official Records.

23                  (II) The NW<sup>1</sup>/<sub>4</sub> of sec. 13 in T.  
24                  22 S., R. 28 E., Mount Diablo Base  
25                  and Meridian, in the County of

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

4 (III) The south 1200 feet of the  
5 NW<sup>1</sup>/<sub>4</sub> of sec. 13 in T. 22 S., R. 28  
6 E., Mount Diablo Base and Meridian,  
7 in the County of Tulare, State of Cali-  
8 fornia, according to the official plat  
9 thereof.

10 (iv) Approximately 157.22 acres of  
11 land situated in the unincorporated area of  
12 the County of Tulare, State of California,  
13 known as the Trailor property, and more  
14 particularly described as follows: The  
15 SW<sup>1</sup>/<sub>4</sub> of sec. 11 in T. 22 S., R. 28 E.,  
16 Mount Diablo Base and Meridian, in the  
17 unincorporated area of the County of  
18 Tulare, State of California, according to  
19 the official plat thereof.

20 (v) Approximately 89.45 acres of land  
21 known as the Tomato Patch in that por-  
22 tion of the SE<sup>1</sup>/<sub>4</sub> of sec. 11 in T. 22 S., R.  
23 28 E., Mount Diablo Base and Meridian,  
24 in the County of Tulare, State of Cali-  
25 fornia, according to the Official Plat of the

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

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

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

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

5 (vi) Approximately 160 acres of land  
6 known as the Smith Mill in the NW<sup>1</sup>/<sub>4</sub> of  
7 the NE<sup>1</sup>/<sub>4</sub>, the N<sup>1</sup>/<sub>2</sub> of the NW<sup>1</sup>/<sub>4</sub>, and the  
8 SE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> of sec. 20 in T. 21 S.,  
9 R. 31 E., Mount Diablo Base and Merid-  
10 ian, in the County of Tulare, State of Cali-  
11 fornia, according to the official plat there-  
12 of.

13 (vii) Approximately 35 acres of land  
14 located within the exterior boundaries of  
15 the Tule River Reservation known as the  
16 Highway 190 parcel, with the legal de-  
17 scription as follows: That portion of T. 21  
18 S., R. 29 E., sec. 19, Mount Diablo Base  
19 and Meridian, in the County of Tulare,  
20 Sate of California, according to the official  
21 plat thereof, and more particularly de-  
22 scribed as follows: Commencing at a point  
23 in the south line of the N<sup>1</sup>/<sub>2</sub> of the S<sup>1</sup>/<sub>2</sub> of  
24 such sec. 19, such point being south 89°  
25 54' 47" east, 1500.00 feet of the south-

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

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

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

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

3 (II)(aa) Parcel 2: That portion of  
4 T. 21 S., R. 29 E., sec. 19, Mount  
5 Diablo Base and Meridian, in the  
6 County of Tulare, State of California,  
7 described as follows: Commencing at a  
8 point in the south line of the N $\frac{1}{2}$  of  
9 the S $\frac{1}{2}$  of such sec. 19, such point  
10 being south 89° 54' 58" east, 1500.00  
11 feet of the southwest corner of such  
12 N $\frac{1}{2}$ , thence north 52° 41' 06" east,  
13 1602.80 feet to the southwesterly cor-  
14 ner of the 40.00 acre parcel shown on  
15 the Record of Survey recorded in  
16 Book 18, page 17, of Licensed Sur-  
17 veys, Tulare County Records, thence,  
18 north 32° 01' 28" west, 542.04 feet  
19 along the southwesterly line of such  
20 40.00 acre parcel to the true point of  
21 beginning of the parcel to be de-  
22 scribed, thence, continuing north 32°  
23 01' 28" west, 1075.50 feet to the  
24 northwesterly corner of such 40.00  
25 acre parcel, thence north 57° 58' 50"

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

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

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



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

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

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

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

18          (b) TERMS AND CONDITIONS.—

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

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

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

25      (c) WITHDRAWAL OF FEDERAL LANDS.—

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

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

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

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

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

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

21           (e) SURVEY.—

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

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

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

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

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

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

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

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

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

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

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

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

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

11 (a) IN GENERAL.—

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18           (4) confers jurisdiction on any State court—

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

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

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

1 (D) to interpret Tribal law; or

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

5 (e) TOLLING OF CLAIMS.—

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

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

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

19 (f) EXPIRATION.—

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

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

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

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

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

9 (i) expire; and

10 (ii) have no further force or effect;

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

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

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

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

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

13 (i) relating to—

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

16 (aa) the Tribe; or

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **SEC. 14. ANTIDEFICIENCY.**

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

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