To approve the settlement of water rights claims of the Navajo Nation, the Hopi Tribe, and the allottees of the Navajo Nation and Hopi Tribe in the State of Arizona, to authorize construction of municipal water projects relating to the water rights claims, to resolve litigation against the United States concerning Colorado River operations affecting the States of California, Arizona, and Nevada, and for other purposes.

IN THE SENATE OF THE UNITED STATES

February 14, 2012

Mr. KYL (for himself and Mr. MCCAIN) 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 Navajo Nation, the Hopi Tribe, and the allottees of the Navajo Nation and Hopi Tribe in the State of Arizona, to authorize construction of municipal water projects relating to the water rights claims, to resolve litigation against the United States concerning Colorado River operations affecting the States of California, Arizona, and Nevada, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,
SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the “Navajo-Hopi Little Colorado River Water Rights Settlement Act of 2012”.

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

Sec. 1. Short title; table of contents.
Sec. 2. Findings.
Sec. 3. Purposes.
Sec. 4. Definitions.

TITLE I—NAVAJO-HOPI LITTLE COLORADO RIVER WATER RIGHTS SETTLEMENT AGREEMENT

Sec. 101. Ratification and execution of the Navajo-Hopi Little Colorado River water rights settlement agreement.
Sec. 102. Water rights.
Sec. 103. Authorization for construction of municipal, domestic, commercial, and industrial water projects.
Sec. 104. Funding.
Sec. 105. Waivers, releases, and retentions of claims.
Sec. 106. Satisfaction of water rights and other benefits.
Sec. 107. After-acquired trust land.
Sec. 108. Enforceability date.
Sec. 109. Administration.
Sec. 110. Environmental compliance.

TITLE II—CENTRAL ARIZONA PROJECT WATER

Sec. 201. Conditions for reallocation of CAP NIA priority water.
Sec. 203. Colorado River accounting.
Sec. 204. No modification of existing laws.
Sec. 205. Amendments.
Sec. 206. Retention of Lower Colorado River water for future Lower Colorado River settlement.
Sec. 207. Authorization of appropriations for feasibility study.

SEC. 2. FINDINGS.

Congress finds that—

(1) it is the policy of the United States, in keeping with the trust responsibility of the United States to Indian tribes, to settle Indian water rights
claims whenever possible without lengthy and costly litigation;

(2) the water rights settlements described in paragraph (1) typically require congressional review and approval;

(3) the Navajo Nation and the United States, acting as trustee for the Navajo Nation and allottees of the Navajo Nation, claim the right to an unquantified amount of water from the Little Colorado River system and source;

(4) the Navajo Nation claims the right to an unquantified amount of water from the lower basin of the Colorado River and has challenged the legality of the Colorado River Interim Surplus Guidelines, the Colorado River Quantification Settlement Agreement of the State of California, interstate water banking regulations, and Central Arizona Project water deliveries;

(5) the defendants in the action described in paragraph (4) include—

(A) the Department of the Interior, including the Bureau of Reclamation and the Bureau of Indian Affairs, and

(B) intervenor-defendants, including—
(i) the Southern Nevada Water Authority;

(ii) the Colorado River Commission of Nevada;

(iii) the State of Arizona;

(iv) the State of Nevada;

(v) the Central Arizona Water Conservation District;

(vi) the Southern California Metropolitan Water District;

(vii) the Imperial Irrigation District;

(viii) the Coachella Valley Water District;

(ix) the Arizona Power Authority;

(x) the Salt River Project Agricultural Improvement and Power District; and

(xi) the Salt River Valley Water Users Association;

(6) the Hopi Tribe and the United States, acting as trustee for the Hopi Tribe and allottees of the Hopi Tribe, claim the right to an unquantified amount of water from the Little Colorado River system and source; and

(7) consistent with the policy of the United States, this Act settles the water rights claims of the
Navajo Nation, allottees of the Navajo Nation, the
Hopi Tribe, and allottees of the Hopi Tribe by pro-
viding drinking water infrastructure to the Navajo
Nation and the Hopi Tribe in exchange for limiting
the legal exposure and litigation expenses of the
United States, the States of Arizona and Nevada,
and agricultural, municipal, and industrial water
users in the States of Arizona, Nevada, and Cali-
fornia.

SEC. 3. PURPOSES.

The purposes of this Act are—

(1) to resolve, fully and finally—

(A) any and all claims to the Little Colo-
rado River system and source in the State of
Arizona of—

(i) the Navajo Nation, on behalf of
itself and the members of the Navajo Na-
tion;

(ii) the United States, acting as trust-
ee for the Navajo Nation, the members of
the Navajo Nation, and allottees of the
Navajo Nation;

(iii) the Hopi Tribe, on behalf of itself
and the members of the Hopi Tribe; and
(iv) the United States, acting as
trustee for the Hopi Tribe, the members of
the Hopi Tribe, and allottees of the Hopi
Tribe; and

(B) any and all claims to the Gila River
system and source in the State of Arizona of
the Navajo Nation, on behalf of itself and the
members of the Navajo Nation;

(2) to approve, ratify, and confirm the settle-
ment agreement entered into among the Navajo Na-
ton, the Hopi Tribe, the United States, the State of
Arizona, and any other party;

(3) to authorize and direct the Secretary to exe-
cute and perform the duties and obligations of the
Secretary under the settlement agreement and this
Act; and

(4) to authorize any actions and appropriations
necessary for the United States to fulfill the duties
and obligations of the United States to the Navajo
Nation, allottees of the Navajo Nation, the Hopi
Tribe, and allottees of the Hopi Tribe, as provided
in the settlement agreement and this Act.

SEC. 4. DEFINITIONS.

In this Act:

(2) **Abstract.**—The term “abstract” means a summary of water rights or uses held or owned by any person, as represented in a form substantially similar to the form attached as exhibit 3.1.4 to the settlement agreement.

(3) **AFY.**—The term “afy” means acre-feet per year.

(4) **Allotment.**—The term “allotment” means an allotment that—

   (A) was originally allotted to an individual identified as a Navajo or Hopi Indian in the allotting document;

   (B) is located—

      (i) within the exterior boundaries of the Navajo Reservation;

      (ii) within the exterior boundaries of the Hopi Reservation; or

      (iii) on land that is—

          (I) off-reservation land; and

          (II) within Apache, Coconino, or Navajo County, in the State; and
(C) is held in trust by the United States for the benefit of an allottee.

(5) ALLOTTEE.—The term “allottee” means a person who holds a beneficial real property interest in an allotment.

(6) AVAILABLE CAP SUPPLY.—The term “available CAP supply” means, for any given year—

(A) all fourth priority Colorado River water available for delivery through the CAP system;

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

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

(7) CAP CONTRACT.—The term “CAP contract” means a long-term contract or subcontract, as those terms are used in the CAP repayment stipulation, for delivery of CAP water.

(8) CAP CONTRACTOR.—The term “CAP contractor” means a person or entity that has entered into a long-term contract or subcontract (as those terms are used in the CAP repayment stipulation) with the United States or the United States and the
Central Arizona Water Conservation District for delivery of water through the CAP system.

(9) CAP FIXED OM&R CHARGE.—The term “CAP fixed OM&R charge” means “Fixed OM&R Charge”, as that term is defined in the CAP repayment stipulation.

(10) CAP M&I PRIORITY WATER.—The term “CAP M&I priority water” means the CAP water that has a municipal and industrial delivery priority under the CAP repayment contract.

(11) CAP NIA PRIORITY WATER.—The term “CAP NIA priority water” means the CAP water deliverable under a CAP contract providing for the delivery of non-Indian agricultural priority water.

(12) CAP OPERATING AGENCY.—

(A) IN GENERAL.—The term “CAP operating agency” has the meaning given the term in section 2 of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3478).

(B) ADMINISTRATION.—As of the date of enactment of this Act, the “CAP operating agency” is the Central Arizona Water Conservation District.

(13) CAP PUMPING ENERGY CHARGE.—The term “CAP pumping energy charge” means “Pump-
ing Energy Charge”, as that term is defined in the CAP repayment stipulation.

(14) CAP REPAYMENT CONTRACT.—The term “CAP repayment contract” has the meaning given the term in section 2 of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3478).


(16) CAP SYSTEM.—The term “CAP system” has the meaning given the term in section 2 of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3478).

(17) CAP WATER.—The term “CAP water” means “Project Water”, as that term is defined in the CAP repayment stipulation.

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

(19) CENTRAL ARIZONA WATER CONSERVATION
DISTRICT.—The term “Central Arizona Water Con-
servation District” means the political subdivision of
the State that is the contractor under the CAP re-
payment contract.

(20) COLORADO RIVER COMPACT.—The term
“Colorado River Compact” means the Colorado
River Compact of 1922, as ratified and reprinted in
article 2 of chapter 7 of title 45, Arizona Revised
Statutes.

(21) COLORADO RIVER SYSTEM.—The term
“Colorado River system” has the meaning given the
term in article II(a) of the Colorado River Compact.

(22) COMMISSIONER.—The term “Commis-
ioner” means the Commissioner of Reclamation.

(23) DEGREE.—The term “degree”, when used
without a modifying adjective, means—

(A) the decree of the Supreme Court in the
case styled Arizona v. California (376 U.S. 340
(1964));
(B) the Consolidated Decree entered on March 27, 2006 (547 U.S. 150), in the case described in subparagraph (A); and

(C) any modifications to the decrees described in subparagraphs (A) and (B).

(24) DIVERT.—The term “divert” means to receive, withdraw, develop, produce, or capture groundwater, surface water, Navajo Nation CAP water, or effluent by means of a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, other mechanical device, or any other human act, including the initial impoundment of that water.

(25) EFFLUENT.—

(A) IN GENERAL.—The term “effluent” means water that—

(i) has been used in the State for domestic, municipal, or industrial purposes;

and

(ii) is available for use for any purpose.

(B) EXCLUSION.—The term “effluent” does not include water that has been used solely for hydropower generation.
(26) Fourth Priority Colorado River Water.—The term “fourth priority Colorado River water” means Colorado River water that is available for delivery in the State for satisfaction of entitlements—

(A) pursuant to contracts, Secretarial reservations, perfected rights, and other arrangements between the United States and water users in the State entered into or established subsequent to September 30, 1968, for use on Federal, State, or privately owned land in the State, in a total quantity that does not exceed 164,652 afy of diversions; and

(B) after first providing for the delivery of water under section 304(e) of the Colorado River Basin Project Act (43 U.S.C. 1524(e)), pursuant to the CAP repayment contract for the delivery of Colorado River water for the CAP, including use of Colorado River water on Indian land.

(27) Gila River Adjudication.—The term “Gila River adjudication” means the action pending in the Superior Court of the State of Arizona in and for the County of Maricopa styled In Re the General Adjudication of All Rights To Use Water In The
Gila River System and Source, W–1 (Salt), W–2 (Verde), W–3 (Upper Gila), W–4 (San Pedro) (Consolidated).

(28) **Gila River Adjudication Court.**—The term “Gila River adjudication court” means the Superior Court of the State of Arizona in and for the County of Maricopa, exercising jurisdiction over the Gila River adjudication.

(29) **Gila River Adjudication Decree.**—The term “Gila River adjudication decree” means the judgment or decree entered by the Gila River adjudication court, which shall be in substantially the same form as the form of judgment attached to the settlement agreement as exhibit 3.1.49.

(30) **Groundwater.**—The term “groundwater” means all water beneath the surface of the earth within the State that is not—

(A) surface water;

(B) underground water within the Upper Basin;

(C) Lower Colorado River water; or

(D) effluent.

(31) **Hopi Fee Land.**—The term “Hopi fee land” means land, other than Hopi trust land, that—
(A) is located in the State;

(B) is located outside the exterior boundaries of the Hopi Reservation; and

(C) as of the LCR enforceability date, is owned by the Hopi Tribe, including ownership through a related entity.

(32) Hopi Groundwater Project.—The term “Hopi Groundwater Project” means the project carried out in accordance with section 103(b).

(33) Hopi Groundwater Project Account.—The term “Hopi Groundwater Project Account” means the account created in the Treasury of the United States pursuant to section 104(c).

(34) Hopi Land.—The term “Hopi land” means—

(A) the Hopi Reservation;

(B) Hopi trust land; and

(C) Hopi fee land.

(35) Hopi OM&R Trust Account.—The term “Hopi OM&R Trust Account” means the account created in the Treasury of the United States pursuant to section 104(d).

(36) Hopi Reservation.—

(A) In General.—The term “Hopi Reservation” means the land within the exterior
boundaries of the Hopi Reservation, including—

(i) all land withdrawn by the Executive Order dated December 16, 1882, and in which the Hopi Tribe is recognized as having an exclusive interest in the case styled Healing v. Jones, Case No. CIV–579 (D. Ariz. September 28, 1962), or that was partitioned to the Hopi Tribe in accordance with section 4 of the Act of December 22, 1974 (Public Law 93–531; 88 Stat. 1713), and codified in the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301);


(iii) all land recognized as part of the Hopi Reservation in the 1934 Act case; and
(iv) all individual allotments made to members of the Hopi Tribe within the boundaries of the Hopi Reservation.

(B) MAP.—

(i) IN GENERAL.—The “Hopi Reservation” is also depicted more particularly on the map attached to the settlement agreement as exhibit 3.1.100.

(ii) APPLICABILITY.—In case of a conflict relating to the “Hopi Reservation” as depicted on the map under clause (i) and the definition in subparagraph (A), the definition under subparagraph (A) shall control.

(C) EXCLUSION.—The term “Hopi Reservation” does not include any land held in trust by the United States for the benefit of the Navajo Nation within the exterior boundaries of the Hopi Reservation.

(38) HOPI TRUST LAND.—The term “Hopi trust land” means land that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Hopi Reservation; and

(C) as of the LCR enforceability date, is held in trust by the United States for the benefit of the Hopi Tribe.

(39) INDIAN TRIBE.—The term “Indian tribe” has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b).

(40) INJURY TO QUALITY OF LOWER COLORADO RIVER WATER.—The term “injury to quality of Lower Colorado River water” means—

(A) any diminution or degradation of the quality of Lower Colorado River water due to a change in the salinity or concentration of naturally occurring chemical constituents of Lower Colorado River water; and

(B) any effect of a change described in subparagraph (A) if the change and effect of the change are due to the withdrawal, diversion, or use of Lower Colorado River water.
(41) INJURY TO RIGHTS TO LOWER COLORADO RIVER WATER.—The term “injury to rights to Lower Colorado River water” means any interference with, diminution of, or deprivation of the right of any entity to Lower Colorado River water under applicable law.

(42) INJURY TO WATER QUALITY.—The term “injury to water quality” means—

(A) any diminution or degradation of the quality of water due to a change in the salinity or concentration of naturally occurring chemical constituents of water; and

(B) any effect of a change described in subparagraph (A) if the change and effect of the change are due to the withdrawal, diversion, or use of water.

(43) INJURY TO WATER RIGHTS.—The term “injury to water rights” means an interference with, diminution of, or deprivation of, water rights under applicable law.

(44) LCR.—The term “LCR” means the Little Colorado River, a tributary of the Colorado River in Arizona.

(45) LCR ADJUDICATION.—The term “LCR adjudication” means the action pending in the Supe-
rior Court of the State of Arizona in and for the County of Apache styled In Re the General Adjudication of All Rights To Use Water In The Little Colorado River System and Source, CIV No. 6417.

(46) LCR ADJUDICATION COURT.—The term “LCR adjudication court” means the Superior Court of the State of Arizona in and for the County of Apache, exercising jurisdiction over the LCR adjudication.

(47) LCR DECREES.—The term “LCR decree” means the judgment and decree entered by the LCR adjudication court, which shall be in substantially the same form as the form of judgment attached to the settlement agreement as exhibit 3.1.70.

(48) LCR ENFORCEABILITY DATE.—The term “LCR enforceability date” means the date on which the Secretary publishes in the Federal Register the statement of findings described in section 108(a).

(49) LCR WATERSHED.—The term “LCR watershed” means all land located within the surface water drainage of the LCR and the tributaries of the LCR in the State.

(50) LEE FERRY.—The term “Lee Ferry” has the meaning given the term in article II(e) of the Colorado River Compact.
(51) **LOWER BASIN.**—The term “lower basin” has the meaning given the term in article II(g) of the Colorado River Compact.

(52) **LOWER COLORADO RIVER.**—The term “Lower Colorado River” means the portion of the Colorado River that is in the United States and downstream from Lee Ferry, including any reservoirs on that portion of the Colorado River.

(53) **LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.**—The term “Lower Colorado River Basin Development Fund” means the fund established by section 403 of the Colorado River Basin Project Act (43 U.S.C. 1543).

(54) **LOWER COLORADO RIVER WATER.**—

(A) **IN GENERAL.**—The term “Lower Colorado River water” means the waters of the Lower Colorado River, including—

   (i) the waters of the reservoirs on the Lower Colorado River;

   (ii) the waters of the tributaries to the Lower Colorado River, other than—

   (I) tributaries located within the State;
II) tributaries located within the Western Navajo Colorado River Basin; or

(III) tributaries of the LCR in the State of New Mexico;

(iii) all underground water that is hydraulically connected to the Lower Colorado River; and

(iv) all underground water that is hydraulically connected to tributaries to the Lower Colorado River, other than—

(I) tributaries located within the State;

(II) tributaries located within the Western Navajo Colorado River Basin; or

(III) tributaries of the LCR in the State of New Mexico.

(B) APPLICABILITY.—The definition of the term “Lower Colorado River water” in subparagraph (A) and any definition of the term included in the settlement agreement—

(i) shall apply only to this Act and the settlement agreement, as applicable; and
(ii) shall not be used in any interpretation of—

(I) the Colorado River Compact;

(II) the Boulder Canyon Project Act (43 U.S.C. 617 et seq.);

(III) the Colorado River Basin Project Act (43 U.S.C. 1501 et seq.); or

(IV) any contract or agreement entered into pursuant to the documents described in subclauses (I) through (III).

(55) NAVAJO FEE LAND.—The term “Navajo fee land” means land, other than Navajo trust land, that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Navajo Reservation; and

(C) as of the LCR enforceability date, is owned by the Navajo Nation, including through a related entity.

(56) NAVAJO-GALLUP WATER SUPPLY PROJECT.—The term “Navajo-Gallup water supply project” means the project authorized, constructed, and operated pursuant to the Northwestern New
Mexico Rural Water Projects Act (Public Law 111–11; 123 Stat. 1368).

(57) NAVAJO GENERATING STATION.—The term “Navajo generating station” means the Navajo generating station, a steam electric generating station located on the Navajo Reservation near Page, Arizona, and consisting of Units 1, 2, and 3, the switchyard facilities, and all facilities and structures used or related to the Navajo generating station.

(58) NAVAJO GROUNDWATER PROJECTS.—The term “Navajo Groundwater Projects” means the projects carried out in accordance with section 103(a).

(59) NAVAJO GROUNDWATER PROJECTS ACCOUNT.—The term “Navajo Groundwater Projects Account” means the account created in the Treasury of the United States pursuant to section 104(a).

(60) NAVAJO LAND.—The term “Navajo land” means—

(A) the Navajo Reservation;

(B) Navajo trust land; and

(C) Navajo fee land.

(61) NAVAJO NATION.—

(A) IN GENERAL.—The term “Navajo Nation” means the Navajo Nation, a body politic
and federally recognized Indian nation, as pro-
vided in the notice of the Department of the In-
terior entitled “Indian Entities Recognized and
Eligible To Receive Services From The United
States Bureau of Indian Affairs” (75 Fed. Reg.
60810 (October 1, 2010)) published pursuant
to section 104 of the Federally Recognized In-
1).

(B) Inclusions.—

(i) In General.—The term “Navajo
Nation” includes—

(I) the Navajo Tribe;

(II) the Navajo Tribe of Arizona,
New Mexico & Utah;

(III) the Navajo Tribe of Indi-
ans; and

(IV) other similar names.

(ii) Bands and Chapters.—The
term “Navajo Nation” includes all bands
of Navajo Indians and chapters of the
Navajo Nation.

(62) Navajo Nation CAP Water.—The term
“Navajo Nation CAP water” means the 6,411 afy of
the CAP NIA priority water retained by the Sec-
retary pursuant to section 104(a)(1)(B)(ii) of the Arizona Water Settlements Act of 2004 (Public Law 108–451; 118 Stat. 3487) and reallocated to the Navajo Nation pursuant to section 202(a) of this Act.

(63) NAVAJO NATION WATER DELIVERY CONTRACT.—The term “Navajo Nation water delivery contract” means the contract entered into pursuant to the settlement agreement and section 202(c) of this Act for the delivery of Navajo Nation CAP water.

(64) NAVAJO OM&R TRUST ACCOUNT.—The term “Navajo OM&R Trust Account” means the account created in the Treasury of the United States pursuant to section 104(b).

(65) NAVAJO PROJECT LEASE.—The term “Navajo Project lease” means the Indenture of Lease made and entered into on September 29, 1969, between—

(A) the Navajo Nation, as lessor; and

(B) lessees—

(i) the Arizona Public Service Company (including any successor or assignee);
(ii) the Department of Water and Power of the City of Los Angeles (including any successor or assignee);

(iii) the Nevada Power Company (including any successor or assignee);

(iv) the Salt River Project Agricultural Improvement and Power District (including any successor or assignee); and

(v) the Tucson Gas & Electric Company (including any successor or assignee).

(66) **Navajo Project lessees.**—The term “Navajo Project lessees” means the lessees described in paragraph (65)(B).

(67) **Navajo Reservation.**—

(A) **In general.**—The term “Navajo Reservation” means land that is within the exterior boundaries of the Navajo Reservation in the State, as defined by the Act of June 14, 1934 (48 Stat. 960, chapter 521), including—

(i) all land—

(I) withdrawn by the Executive Order dated December 16, 1882, and partitioned to the Navajo Nation in accordance with the Act of December 22, 1974 (Public Law 93–531; 88
Stat. 1713), and codified in the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301); and


(B) MAP.—

(i) In General.—The “Navajo Reservation” is also depicted more particularly on the map attached to the settlement agreement as exhibit 3.1.100.

(ii) Applicability.—In case of a conflict relating to the “Navajo Reservation” as depicted on the map under clause
(i) and the definition in subparagraph (A),
the map under clause (i) shall control.

(C) EXCLUSION.—Except as provided in
paragraph (36)(C), the term “Navajo Reserva-
tion” does not include any land within the
boundaries of the Hopi Reservation.

(68) NAVAJO TRUST LAND.—The term “Navajo
trust land” means land that—

(A) is located in the State;

(B) is located outside the exterior bound-
daries of the Navajo Reservation; and

(C) as of the LCR enforceability date, is
held in trust by the United States for the ben-
efit of the Navajo Nation.

(69) NORVIEL DECREES.—The term “Norviel
Decree” means the final decree of the State of Ari-
izona Superior Court in and for the County of
Apache in the case styled The St. John’s Irrigation
Company and the Meadows Reservoir Irrigation
Company, et al. v. Round Valley Water Storage &
Ditch Company, Eagar Irrigation Company,
Springerville Water Right and Ditch Company, et
al., Case No. 569 (Apr. 29, 1918), including any
modifications to the final decree.
(70) OM&R.—The term “OM&R” means operation, maintenance, and replacement.

(71) PARTY.—The term “party” means a person who is a signatory to the settlement agreement.

(72) PEABODY.—The term “Peabody” means the Peabody Western Coal Company, including any affiliate or successor of the Peabody Western Coal Company.

(73) PERSON.—

(A) IN GENERAL.—The term “person” means—

(i) an individual;

(ii) a public or private corporation;

(iii) a company;

(iv) a partnership;

(v) a joint venture;

(vi) a firm;

(vii) an association;

(viii) a society;

(ix) an estate or trust;

(x) a private organization or enterprise;

(xi) the United States;

(xii) an Indian tribe;

(xiii) a State, territory, or country;
(xiv) a governmental entity; and

(xv) a political subdivision or municipal corporation organized under or subject to the constitution and laws of the State.

(B) INCLUSIONS.—The term “person” includes an officer, director, agent, insurer, representative, employee, attorney, assign, subsidiary, affiliate, enterprise, legal representative, any predecessor and successor in interest and any heir of a predecessor and successor in interest of a person.

(74) PRECONSTRUCTION ACTIVITY.—

(A) IN GENERAL.—The term “preconstruction activity” means the work associated with the preplanning, planning, and design phases of construction, as those terms are defined in paragraphs (1) through (3) of section 900.112(a) of title 25, Code of Federal Regulations (or successor regulation).

(B) INCLUSION.—The term “preconstruction activity” includes activities described in section 900.112(b) of title 25, Code of Federal Regulations (or successor regulation).
(75) Railroad granted land.—The term “Railroad granted land” means the land granted (including Federal rights-of-way and easements) to Navajo Project lessees in accordance with sections 1.16 and 2 of the grant issued by the Secretary and dated January 19, 1971.

(76) Rights to Lower Colorado River water.—The term “rights to Lower Colorado River water” means any and all rights in or to Lower Colorado River water under applicable law.

(77) Secretary.—The term “Secretary” means the Secretary of the Interior (or the designee of the Secretary).

(78) Settlement agreement.—

(A) In general.—The term “settlement agreement” means the 2012 agreement, including exhibits, entitled the “Navajo-Hopi Little Colorado River Water Rights Settlement Agreement.”

(B) Inclusions.—The term “settlement agreement” includes—

(i) any amendments necessary to make the settlement agreement consistent with this Act; and
(ii) any other amendments approved
by the parties to the settlement agreement
and the Secretary.

(79) **State.**—The term “State” means the
State of Arizona.

(80) **State implementing law.**—The term
“State implementing law” means a law enacted by
the State that includes terms that are substantially
similar to the terms of the settlement agreement and
attached to the settlement agreement as exhibit
3.1.128.

(81) **Surface water.**—

(A) **In general.**—The term “surface
water” means all water in the State that is ap-
propriable under State law.

(B) **Exclusions.**—The term “surface
water” does not include—

(i) appropriable water that is located
within the upper basin; or

(ii) Lower Colorado River water.

(82) **Underground water.**—

(A) **In general.**—The term “under-
ground water” means all water beneath the sur-
face of the earth within the boundaries of the
State, regardless of the legal characterization of
that water as appropriable or nonappropriable
under applicable law.

(B) Exclusion.—The term “underground
water” does not include effluent.

(83) Upper Basin.—The term “upper basin”
has the meaning given the term in article II(f) of
the Colorado River Compact.

(84) Upper Basin Compact.—The term
“Upper Basin Compact” means the Upper Colorado
River Basin Compact of 1948, as ratified and re-
printed in article 3 of chapter 7 of title 45, Arizona
Revised Statutes.

(85) Upper Basin Water.—The term “upper
basin water” means the waters of the upper basin.

(86) Water.—The term “water”, when used
without a modifying adjective, means—

(A) groundwater;

(B) surface water; and

(C) effluent.

(87) Water Right.—The term “water right”
means any right in or to water under Federal, State,
or law.

(88) Western Navajo Colorado River
Basin.—The term “Western Navajo Colorado River
Basin” means the portions of the Navajo Reserva-
tion that are located in the lower basin and outside
of the LCR watershed.

(89) WINDOW ROCK.—The term “Window
Rock” means the geographical area in the State to
be served by the Navajo-Gallup water supply project,
which shall include Window Rock, Arizona.

TITLE I—NAVAJO-HOPI LITTLE
COLORADO RIVER WATER
RIGHTS SETTLEMENT AGREEMENT

SEC. 101. RATIFICATION AND EXECUTION OF THE NAVAJO-
HOPI LITTLE COLORADO RIVER WATER
RIGHTS SETTLEMENT AGREEMENT.

(a) In General.—Except to the extent that any pro-
vision of the settlement agreement conflicts with this Act,
the settlement agreement is authorized, ratified, and con-
firmed.

(b) Amendments to Settlement Agreement.—
If an amendment to the settlement agreement is executed
to make the settlement agreement consistent with this Act,
the amendment is authorized, ratified, and confirmed.

(c) Execution of Settlement Agreement.—To
the extent the settlement agreement does not conflict with
this Act, the Secretary shall promptly execute—
(1) the settlement agreement, including all exhibits to the settlement agreement requiring the signature of the Secretary; and

(2) any amendments to the settlement agreement, including any amendment to any exhibit to the settlement agreement requiring the signature of the Secretary, necessary to make the settlement agreement consistent with this Act.

(d) Discretion of the Secretary.—The Secretary may execute any other amendment to the settlement agreement, including any amendment to any exhibit to the settlement agreement requiring the signature of the Secretary, that is not inconsistent with this Act if the amendment does not require congressional approval pursuant to the Trade and Intercourse Act (25 U.S.C. 177) or other applicable Federal law (including regulations).

SEC. 102. WATER RIGHTS.

(a) Water Rights To Be Held in Trust.—

(1) Navajo Nation water rights.—All water rights of the Navajo Nation for the Navajo Reservation and land held in trust by the United States for the Navajo Nation and allottees of the Navajo Nation and all Navajo Nation CAP water shall be held in trust by the United States for the benefit of the

Navajo Nation and allottees of the Navajo Nation, respectively.

(2) Hopi Tribe water rights.—All water rights of the Hopi Tribe for the Hopi Reservation and land held in trust by the United States for the Hopi Tribe and allottees of the Hopi Tribe shall be held in trust by the United States for the benefit of the Hopi Tribe and allottees of the Hopi Tribe, respectively.

(b) Forfeiture and Abandonment.—Any water right held in trust by the United States under subsection (a) shall not be subject to loss by nonuse, forfeiture, abandonment, or any other provision of law.

(c) Use of Water Diverted From LCR Watershed.—

(1) In general.—Notwithstanding any other provision of law, the Navajo Nation may—

(A) divert surface water or groundwater described in paragraph 4.0 of the settlement agreement; and

(B) subject to the condition that the water remain on the Navajo Reservation, move any water diverted under subparagraph (A) out of the LCR watershed for use by the Navajo Nation.
(2) **Effect of Diversion.**—Any water diverted and moved out of the LCR watershed pursuant to paragraph (1)—

(A) shall be considered to be a part of the LCR; and

(B) shall not be considered to be part of, or charged against, the consumptive use apportionment made—

(i) to the State by article III(a)(1) of the Upper Basin Compact; or

(ii) to the upper basin by article III(a) of the Colorado River Compact.

(d) **Water Rights of Allottees.**—

(1) **Navajo Reservation Allotments.**—

(A) **In General.**—The right of an allottee (and of the United States acting as trustee for an allottee), to use water on an allotment located on the Navajo Reservation shall be—

(i) satisfied solely from the water secured to the Navajo Nation (and to the United States acting as trustee for the Navajo Nation) by the LCR decree; and

(ii) subject to the terms of the LCR decree.
(B) ADMINISTRATION.—A right under sub-
paragraph (A) shall be enforceable only pursu-
ant to the Navajo Nation water code, which
shall provide allottees a process to enforce such
rights against the Navajo Nation.

(2) HOPI RESERVATION ALLOTMENTS.—

(A) IN GENERAL.—The right of an allottee
(and of the United States acting as trustee for
an allottee), to use water on an allotment lo-
cated on the Hopi Reservation shall be—

(i) satisfied solely from the water se-
cured to the Hopi Tribe (and to the United
States acting as trustee for the Hopi
Tribe) by the LCR decree; and

(ii) subject to the terms of the LCR
decee.

(B) ADMINISTRATION.—A right under sub-
paragraph (A) shall be enforceable only pursu-
ant to the Hopi Tribe water code, which shall
provide allottees a process to enforce such
rights against the Hopi Tribe.

(3) OFF-RESERVATION ALLOTMENTS.—The
right of an allottee (and of the United States acting
as trustee for an allottee), to use water on an allot-
ment located off the Navajo and Hopi Reservations
shall be as described in the abstracts attached to the
settlement agreement as exhibit 4.7.3.

SEC. 103. AUTHORIZATION FOR CONSTRUCTION OF MUNIC-
IPAL, DOMESTIC, COMMERCIAL, AND INDUS-
TRIAL WATER PROJECTS.

(a) NAVAJO GROUNDWATER PROJECTS.—

(1) IN GENERAL.—Subject to the availability of
appropriations, the Secretary, acting through the
Commissioner, shall plan, design, and construct the
water diversion and delivery features of the Navajo
Groundwater Projects.

(2) LEAD AGENCY.—The Bureau of Reclama-
tion shall serve as the lead agency for any activity
relating to the planning, design, and construction of
the water diversion and delivery features of the Nav-
ajo Groundwater Projects.

(3) SCOPE.—

(A) IN GENERAL.—Subject to subpara-
graph (B), the scope of the planning, design,
and construction activities for the Navajo
Groundwater Projects shall be as generally de-
scribed in the documents prepared by Brown &
Caldwell entitled—
(i) “Final Summary Report Leupp, Birdsprings, and Tolani Lake Water Distribution System Analysis (May 2008)”;

(ii) “Final Summary Report Dilkon and Teestoh Water Distribution System Analysis (May 2008)”;


(iv) “Ganado C-Aquifer Project Report (October 2008)”.

(B) REVIEW.—

(i) IN GENERAL.—Before beginning construction activities for the Navajo Groundwater Projects, the Secretary shall—

(I) review the proposed designs of the Navajo Groundwater Projects; and

(II) carry out value engineering analyses of the proposed designs.

(ii) NEGOTIATIONS WITH THE NAVAJO NATION.—As necessary, the Secretary shall periodically negotiate and reach agreement with the Navajo Nation regarding any
change to the proposed designs of the Navajo Groundwater Projects if, on the basis of the review under clause (i), the Secretary determines that a change is necessary—

(I) to meet applicable industry standards;

(II) to ensure the Navajo Groundwater Projects will be constructed for not more than the amount set forth in paragraph (4); and

(III) to improve the cost-effectiveness of the delivery of water.

(4) FUNDING.—

(A) IN GENERAL.—The total amount of obligations incurred by the Secretary in carrying out this subsection shall not exceed $199,000,000, except that the total amount of obligations shall be increased or decreased, as appropriate, based on ordinary fluctuations from May 1, 2011, in construction cost indices applicable to the types of construction involved in the planning, design, and construction of the Navajo Groundwater Projects.
(B) No Reimbursement.—The Secretary shall not be reimbursed by any entity, including the Navajo Nation, for any amounts expended by the Secretary in carrying out this subsection.

(C) Project Efficiencies.—If the total cost of planning, design, and construction activities of the Navajo Groundwater Projects results in cost savings and is less than the amounts authorized to be obligated under this paragraph, the Secretary, at the request of the Navajo Nation, may—

   (i) use those cost savings to carry out capital improvement projects associated with the Navajo Groundwater Projects; or

   (ii) transfer those cost savings to the Navajo OM&R Trust Account.

(5) Applicability of the ISDEAA.—

   (A) In General.—At the request of the Navajo Nation and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.), the Secretary shall enter into 1 or more agreements with the Navajo Nation to carry out this subsection.

   (B) Administration.—The Commissioner and the Navajo Nation shall negotiate the cost
of any oversight activity carried out by the Bureau of Reclamation for an agreement entered into under subparagraph (A), subject to the condition that the total cost for the oversight shall not exceed 4.0 percent of the total costs of the Navajo Groundwater Projects.

(6) TITLE TO NAVAJO GROUNDWATER PROJECTS.—

(A) IN GENERAL.—The Secretary shall convey to the Navajo Nation title to each of the Navajo Groundwater Projects on the date on which the Secretary issues a notice of substantial completion that—

(i) the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of water as generally set forth in the final project design described in paragraph (3); and

(ii) the Secretary has consulted with the Navajo Nation regarding the proposed finding that the respective Navajo Groundwater Project is substantially complete.

(B) LIMITATION ON LIABILITY.—Effective beginning on the date on which the Secretary
transfers to the Navajo Nation title to the
Leupp-Dilkon Groundwater Project or the
Ganado Groundwater Project under subpara-
graph (A), the United States shall not be held
liable by any court for damages arising out of
any act, omission, or occurrence relating to the
facilities transferred, other than damages
caused by an intentional act or an act of neg-
ligence committed by the United States, or by
employees or agents of the United States, prior
to the date on which the Secretary transfers
title to the Leupp-Dilkon Groundwater Project
or the Ganado Groundwater Project to the Nav-
ajo Nation.

(C) OM&R OBLIGATION OF THE UNITED
STATES AFTER CONVEYANCE.—The United
States shall have no obligation to pay for the
OM&R costs of the Navajo Groundwater
Projects beginning on the date on which—

(i) title to the Navajo Groundwater
Projects is transferred to the Navajo Na-
tion; and

(ii) the amounts required to be depos-
ited in the Navajo OM&R Trust Account
pursuant to section 104(b) have been de-
posited in that account.

(7) TECHNICAL ASSISTANCE.—Subject to the
availability of appropriations, the Secretary shall
provide technical assistance, including operation and
management training, to the Navajo Nation to pre-
pare the Navajo Nation for the operation of the
Navajo Groundwater Projects.

(8) PROJECT MANAGEMENT COMMITTEE.—The
Secretary shall facilitate the formation of a project
management committee composed of representatives
from the Bureau of Reclamation, the Bureau of In-
dian Affairs, and the Navajo Nation—

(A) to review cost factors and budgets for
construction, operation, and maintenance activi-
ties for the Navajo Groundwater Projects;

(B) to improve management of inherently
governmental functions through enhanced com-
munication; and

(C) to seek additional ways to reduce over-
all costs for the Navajo Groundwater Projects.

(9) AUTHORIZATION TO CONSTRUCT.—

(A) IN GENERAL.—The Secretary is au-
thorized to construct the Navajo Groundwater
Projects beginning on the day after the date on
which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(B) **Preconstruction activities.**—Notwithstanding subparagraph (A), the Secretary is authorized to use amounts appropriated to the Navajo Groundwater Projects Account pursuant to section 104(a) to carry out prior to the LCR enforceability date preconstruction activities for the Navajo Groundwater Projects.

(b) **Hopi Groundwater Project.**—

(1) **In general.**—Subject to the availability of appropriations, the Secretary, acting through the Commissioner, shall plan, design, and construct the water diversion and delivery features of the Hopi Groundwater Project.

(2) **Lead agency.**—The Bureau of Reclamation shall serve as the lead agency for any activity relating to the planning, design, and construction of the water diversion and delivery features of the Hopi Groundwater Project.

(3) **Scope.**—

(A) **In general.**—Subject to subparagraph (B), the scope of the planning, design, and construction activities for the Hopi
Groundwater Project shall be as generally described in the document entitled “Hopi Tribe 2012 Little Colorado River Adjudication Settlement Domestic, Commercial, Municipal and Industrial Water System Memorandum (February 2012)” by Dowl HKM.

(B) REVIEW.—

(i) IN GENERAL.—Before beginning construction activities, the Secretary shall—

(I) review the proposed design of the Hopi Groundwater Project; and

(II) carry out value engineering analyses of the proposed design.

(ii) NEGOTIATIONS WITH THE HOPI TRIBE.—As necessary, the Secretary shall periodically negotiate and reach agreement with the Hopi Tribe regarding any change to the proposed design of the Hopi Groundwater Project if, on the basis of the review under clause (i), the Secretary determines that a change is necessary—

(I) to meet applicable industry standards;
(II) to ensure that the Hopi Groundwater Project will be constructed for not more than the amount set forth in paragraph (4); and

(III) to improve the cost-effectiveness of the delivery of water.

(4) FUNDING.—

(A) IN GENERAL.—The total amount of obligations incurred by the Secretary in carrying out this subsection shall not exceed $113,000,000, except that the total amount of obligations shall be increased or decreased, as appropriate, based on ordinary fluctuations from May 1, 2011, in construction cost indices applicable to the types of construction involved in the planning, design, and construction of the Hopi Groundwater Project.

(B) NO REIMBURSEMENT.—The Secretary shall not be reimbursed by any entity, including the Hopi Tribe, for any amounts expended by the Secretary in carrying out this subsection.

(C) PROJECT EFFICIENCIES.—If the total cost of planning, design, and construction activities of the Hopi Groundwater Project results
in cost savings and is less than the amounts au-

thorized to be obligated under this paragraph,

the Secretary, at the request of the Hopi Tribe,

may—

(i) use those cost savings to carry out

capital improvement projects associated

with the Hopi Groundwater Project; or

(ii) transfer those cost savings to the

Hopi OM&R Trust Account.

(5) APPLICABILITY OF THE ISDEAA.—

(A) IN GENERAL.—At the request of the

Hopi Tribe and in accordance with the Indian

Self-Determination and Education Assistance

Act (25 U.S.C. 450 et seq.), the Secretary shall

enter into 1 or more agreements with the Hopi

Tribe to carry out this subsection.

(B) ADMINISTRATION.—The Commissioner

and the Hopi Tribe shall negotiate the cost of

any oversight activity carried out by the Bureau

of Reclamation for an agreement entered into

under subparagraph (A), subject to the condi-

tion that the total cost for the oversight shall

not exceed 4.0 percent of the total costs of the

Hopi Groundwater Project.

(6) TITLE TO HOPI GROUNDWATER PROJECT.—
(A) IN GENERAL.—The Secretary shall convey to the Hopi Tribe title to the Hopi Groundwater Project on the date on which the Secretary issues a notice of substantial completion that—

(i) the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of water as generally set forth in the final project design described in paragraph (3); and

(ii) the Secretary has consulted with the Hopi Tribe regarding the proposed finding that the Hopi Groundwater Project is substantially complete.

(B) LIMITATION ON LIABILITY.—Effective beginning on the date on which the Secretary transfers to the Hopi Tribe title to the Hopi Groundwater Project under subparagraph (A), the United States shall not be held liable by any court for damages arising out of any act, omission, or occurrence relating to the facilities transferred, other than damages caused by an intentional act or an act of negligence committed by the United States, or by employees or
agents of the United States, prior to the date
on which the Secretary transfers title to the
Hopi Groundwater Project to the Hopi Tribe.

(C) OM&R OBLIGATION OF THE UNITED
STATES AFTER CONVEYANCE.—The United
States shall have no obligation to pay for the
OM&R costs of the Hopi Groundwater Project
beginning on the date on which—

(i) title to the Hopi Groundwater
Project is transferred to the Hopi Tribe;
and

(ii) the amounts required to be depos-
ited in the Hopi OM&R Trust Account
pursuant to section 104(d) have been de-
posited in that account.

(7) TECHNICAL ASSISTANCE.—Subject to the
availability of appropriations, the Secretary shall
provide technical assistance, including operation and
management training, to the Hopi Tribe to prepare
the Hopi Tribe for the operation of the Hopi
Groundwater Project.

(8) PROJECT MANAGEMENT COMMITTEE.—The
Secretary shall facilitate the formation of a project
management committee composed of representatives
from the Bureau of Reclamation, the Bureau of Indian Affairs, and the Hopi Tribe—

(A) to review cost factors and budgets for construction, operation, and maintenance activities for the Hopi Groundwater Project;

(B) to improve management of inherently governmental activities through enhanced communication; and

(C) to seek additional ways to reduce overall costs for the Hopi Groundwater Project.

(9) AUTHORIZATION TO CONSTRUCT.—

(A) IN GENERAL.—The Secretary is authorized to construct the Hopi Groundwater Project beginning on the day after the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(B) PRECONSTRUCTION ACTIVITIES.—Notwithstanding subparagraph (A), the Secretary is authorized to use amounts appropriated to the Hopi Groundwater Project Account pursuant to section 104(c) to carry out prior to the LCR enforceability date preconstruction activities for the Hopi Groundwater Project.

(c) N-AQUIFER MANAGEMENT PLAN.—
(1) **IN GENERAL.**—Prior to the LCR enforceability date, the Secretary, acting through the Director of the United States Geological Survey and in consultation with the Navajo Nation and the Hopi Tribe, is authorized to use amounts appropriated to the N-Aquifer Account pursuant to section 104(e) to conduct modeling and monitoring activities of the N-Aquifer as provided for in paragraph 6.2 of the settlement agreement.

(2) **CONTINUING ASSISTANCE.**—After the LCR enforceability date, the Secretary, in consultation with the Navajo Nation and the Hopi Tribe, is authorized to use amounts appropriated to the N-Aquifer Account pursuant to section 104(e) to assist the Navajo Nation and the Hopi Tribe in implementing the N-Aquifer Management Plan and the Pasture Canyon Springs Protection Program Account pursuant to section 104(f) to assist the Navajo Nation and the Hopi Tribe in implementing the Pasture Canyon Springs Protection Program, both as described in paragraph 6.2 of the settlement agreement.

(3) **LIMITED LIABILITY.**—The Secretary shall have no liability with respect to the management of the N-Aquifer, subject to the condition that the Sec-
retary complies with the responsibilities of the Sec-
retary, as set forth in the N-Aquifer Management
Plan.

§ 104. FUNDING.

(a) NAVAJO GROUNDWATER PROJECTS ACCOUNT.—

(1) Establishment.—There is established in
the Treasury of the United States an account, to be
known as the “Navajo Groundwater Projects Ac-
count”, to be administered by the Secretary, con-
sisting of the amounts deposited in the account
under paragraph (2), together with any interest ac-
crued by those amounts, for use by the Navajo Na-
tion in constructing the Navajo Groundwater
Projects.

(2) Transfers to Account.—

(A) In general.—Subject to subpara-
graph (C), there are authorized to be appro-
priated to the Secretary for deposit in the Nav-
ajo Groundwater Projects Account—

(i) $199,000,000, to remain available
until expended; less

(ii) the amounts deposited in the ac-
count under subparagraph (B).

(B) Transfers from other sources.—
(i) LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.—

(I) IN GENERAL.—The Secretary of the Treasury shall transfer, without further appropriation, $25,000,000 to the Navajo Groundwater Projects Account from the Future Indian Water Settlement Subaccount of the Lower Colorado River Basin Development Fund established pursuant to section 403(f)(2)(D)(vi) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(D)(vi)).

(II) AVAILABILITY.—The amounts transferred under subclause (I) shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(ii) RECLAMATION WATER SETTLEMENTS FUND.—

(I) IN GENERAL.—If amounts remain available for expenditure in the Reclamation Water Settlements Fund
established by section 10501 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407), the Secretary of the Treasury shall transfer to the Navajo Groundwater Projects Account, without further appropriation, not more than $50,000,000.

(II) Availability.—The amounts transferred under subclause (I) shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(iii) State Contribution.—Pursuant to subparagraph 13.22 of the settlement agreement, the State shall transfer to the Navajo Groundwater Projects Account $1,000,000.

(C) Fluctuation in Development Costs.—The amount authorized to be appropriated under subparagraph (A)(i) and deposited in the Navajo Groundwater Projects Account shall be increased or decreased, as appropriate, by such amounts as may be justified by
reason of ordinary fluctuations in development
costs occurring after May 1, 2011, as indicated
by engineering cost indices applicable to the
type of construction involved, until the Sec-
retary declares that the Navajo Groundwater
Projects are substantially complete.

(3) MANAGEMENT OF ACCOUNT.—

(A) IN GENERAL.—The Secretary shall
manage the Navajo Groundwater Projects Ac-
count in a manner that is consistent with—

(i) the American Indian Trust Fund
Management Reform Act of 1994 (25
U.S.C. 4001 et seq.); and

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall
invest amounts in the Navajo Groundwater
Projects Account in accordance with—

(i) the Act of April 1, 1880 (25
U.S.C. 161);

(ii) the first section of the Act of June
24, 1938 (25 U.S.C. 162a); and

(iii) obligations of Federal corpora-
tions and Federal Government-sponsored
entities, the charter documents of which
provide that the obligations of the entities
are lawful investments for federally managed funds, including—

(I) obligations of the United States Postal Service described in section 2005 of title 39, United States Code;

(II) bonds and other obligations of the Tennessee Valley Authority described in section 15d of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 831n–4);

(III) mortgages, obligations, or other securities of the Federal Home Loan Mortgage Corporation described in section 303 of the Federal Home Loan Mortgage Corporation Act (12 U.S.C. 1452); and

(IV) bonds, notes, or debentures of the Commodity Credit Corporation described in section 4 of the Act of March 8, 1938 (15 U.S.C. 713a–4).

(C) CREDITS TO ACCOUNT.—The interest on, and the proceeds from, the sale or redemption of, any obligations held in the Navajo
Groundwater Projects Account shall be credited to, and form a part of, the account.

(4) Availability of Amounts and Investment Earnings.—

(A) In General.—Except as provided in section 103(a)(9), amounts appropriated to and deposited in the Navajo Groundwater Projects Account shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(B) Investment Earnings.—Investment earnings on amounts deposited in the Navajo Groundwater Projects Account under paragraph (3) shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(b) Navajo OM&R Trust Account.—

(1) Establishment.—There is established in the Treasury of the United States a trust account, to be known as the “Navajo OM&R Trust Account”, to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2), together
with any interest accrued by those amounts, for the
OM&R of the Navajo Groundwater Projects.

(2) AUTHORIZATION OF APPROPRIATIONS.—

(A) IN GENERAL.—Subject to subparagraph (B) and in addition to any amounts
transferred to the Navajo OM&R Trust Ac-
count pursuant to section 103(a)(4), there is
authorized to be appropriated, deposited, and
retained in the Navajo OM&R Trust Account,
$23,000,000.

(B) FLUCTUATION IN COSTS.—The
amount authorized to be appropriated under
subparagraph (A) shall be increased or de-
creased, as appropriate, by such amounts as
may be justified by reason of ordinary fluctua-
tions in costs occurring after May 1, 2011, as
indicated by applicable engineering cost indices.

(3) MANAGEMENT OF ACCOUNT.—

(A) IN GENERAL.—The Secretary shall
manage the Navajo OM&R Trust Account in a
manner that is consistent with—

(i) the American Indian Trust Fund
Management Reform Act of 1994 (25
U.S.C. 4001 et seq.); and

(ii) this subsection.
(B) INVESTMENTS.—The Secretary shall invest amounts in the Navajo OM&R Trust Account in accordance with subsection (a)(3)(B).

(4) AVAILABILITY OF AMOUNTS.—Amounts appropriated to and deposited in the Navajo OM&R Trust Account, including any investment earnings, shall be made available to the Navajo Nation by the Secretary beginning on the date on which title to the Navajo Groundwater Projects is transferred to the Navajo Nation.

(c) HOPI GROUNDWATER PROJECT ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States an account, to be known as the “Hopi Groundwater Project Account”, to be administered by the Secretary, and consisting of the amounts deposited in the account under paragraph (2), together with any interest accrued by those amounts, for use in constructing the Hopi Groundwater Project.

(2) TRANSFERS TO ACCOUNT.—

(A) IN GENERAL.—Subject to subparagraphs (C), there is authorized to be appropriated to the Secretary for deposit in the Hopi Groundwater Project Account—
(i) $113,000,000, to remain available until expended; less

(ii) the amounts deposited in the account under subparagraph (B).

(B) TRANSFERS FROM OTHER SOURCES.—

(i) LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.—

(I) IN GENERAL.—The Secretary of the Treasury shall transfer, without further appropriation, $25,000,000 to the Hopi Groundwater Project Account from the Future Indian Water Settlement Subaccount of the Lower Colorado River Basin Development Fund established pursuant to section 403(f)(2)(D)(vi) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(D)(vi)).

(II) AVAILABILITY.—The amounts transferred under subclause (I) shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).
(ii) **State Contribution.**—Pursuant to subparagraph 13.22 of the settlement agreement, the State shall transfer to the Hopi Groundwater Project Account $1,000,000.

(C) **Fluctuation in Development Costs.**—The amount authorized to be appropriated under subparagraph (A)(i) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in development costs occurring after May 1, 2011, as indicated by engineering cost indices applicable to the type of construction involved, until the Secretary declares that the Hopi Groundwater Project is substantially complete.

(3) **Management of Account.**—

(A) **In General.**—The Secretary shall manage the Hopi Groundwater Project Account in a manner that is consistent with—

(i) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.); and

(ii) this subsection.
(B) INVESTMENTS.—The Secretary shall invest amounts in the Hopi Groundwater Project Account in accordance with subsection (a)(3)(B).

(C) CREDITS TO ACCOUNT.—The interest on, and the proceeds from, the sale or redemption of, any obligations held in the Hopi Groundwater Project Account shall be credited to, and form a part of, the account.

(4) AVAILABILITY OF AMOUNTS AND INVESTMENT EARNINGS.—

(A) IN GENERAL.—Except as provided in section 103(b)(9), amounts appropriated to and deposited in the Hopi Groundwater Project Account shall not be available to the Secretary for expenditure until the date on which the Secretary publishes findings under section 108(a).

(B) INVESTMENT EARNINGS.—Investment earnings on amounts deposited in the Hopi Groundwater Project Account under paragraph (3) shall not be available to the Secretary for expenditure until after the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(d) HOPI OM&R TRUST ACCOUNT.—
(1) ESTABLISHMENT.—There is established in the Treasury of the United States a trust account, to be known as the “Hopi OM&R Trust Account”, to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2), together with any interest accruing by those amounts, for the OM&R of the Hopi Groundwater Project.

(2) AUTHORIZATION OF APPROPRIATIONS.—

(A) IN GENERAL.—Subject to subparagraph (B) and in addition to any amounts transferred to the Hopi OM&R Trust Account pursuant to section 103(b)(4), there is authorized to be appropriated, deposited, and retained in the Hopi OM&R Trust Account, $5,000,000.

(B) FLUCTUATION IN COSTS.—The amount authorized to be appropriated under subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after May 1, 2011, as indicated by applicable engineering cost indices.

(3) MANAGEMENT OF ACCOUNT.—
(A) IN GENERAL.—The Secretary shall manage the Hopi OM&R Trust Account in a manner that is consistent with—

(i) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.); and

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall invest amounts in the Hopi OM&R Trust Account in accordance with subsection (a)(3)(B).

(4) AVAILABILITY OF AMOUNTS.—Amounts appropriated to and deposited in the Hopi OM&R Trust Account, including any investment earnings, shall be made available to the Hopi Tribe by the Secretary beginning on the date on which title to the Hopi Groundwater Project is transferred to the Hopi Tribe.

(e) N-AQUIFER ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States an account, to be known as the “N-Aquifer Account”, to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2) to carry out activities relating to the N-Aquifer in accordance with section
103(c) and subparagraph 6.2 of the settlement agreement.

(2) **Authorization of Appropriations for N-Aquifer Management Plan.**—

(A) **In General.**—In addition to any amounts transferred to the Aquifer account pursuant to subsection (g), there is authorized to be appropriated, deposited, and retained to carry out section 103(c) and subparagraph 6.2 of the settlement agreement $5,000,000.

(B) **Fluctuations in Costs.**—The amount authorized to be appropriated under subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after May 1, 2011, as indicated by applicable engineering cost indices.

(3) **Availability.**—Amounts appropriated to and deposited in the N-Aquifer Account shall be made available by the Secretary prior to the LCR enforceability date to carry out the activities relating to the N-Aquifer management plan in accordance with section 103(c)(1) and subparagraph 6.2 of the settlement agreement.
(f) Pasture Canyon Springs Protection Program Account.—

(1) Establishment.—There is established in the Treasury of the United States a trust account, to be known as the “Pasture Canyon Springs Protection Program Account”, to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2), together with any interest accrued by those amounts, to carry out activities relating to the Pasture Canyon Springs Protection Program in accordance with section 103(c) and subparagraph 6.2 of the settlement agreement.

(2) Authorization of Appropriation for Pasture Canyon Springs Protection Program.—

(A) In general.—There is authorized to be appropriated to carry out activities relating to the Pasture Canyon Springs Protection Program in accordance with section 103(c)(2) and to implement the Pasture Canyon Springs Protection Program provisions of subparagraph 6.2 of the settlement agreement $10,400,000.

(B) Fluctuations in costs.—The amount authorized to be appropriated under
subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after May 1, 2011, as indicated by applicable engineering cost indices.

(3) MANAGEMENT OF ACCOUNT.—

(A) IN GENERAL.—The Secretary shall manage the Pasture Canyon Springs Protection Program Account in a manner that is consistent with—

(i) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.); and

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall invest amounts in the Pasture Canyon Springs Protection Program Account in accordance with subsection (a)(3)(B).

(4) AVAILABILITY.—Amounts made available under this subsection shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(g) TRANSFER OF FUNDS.—
(1) **Navajo Nation.**—The Secretary may, upon request of the Navajo Nation, transfer amounts from an account established by subsections (a) and (b) to any other account established by this section.

(2) **Hopi Tribe.**—The Secretary may, upon request of the Hopi Tribe, transfer amounts from an account established by subsections (c), (d), and (f) to any other account established by this section.

(3) **Availability.**—

   (A) In General.—The Secretary shall not transfer amounts under this subsection until the day after the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

   (B) Available Until Expended.—Any amounts transferred under this subsection shall remain available until expended.

(h) **Offset.**—To the extent necessary, the Secretary shall offset any direct spending authorized and any interest earned on amounts expended pursuant to this section using such additional amounts as may be made available to the Secretary for the applicable fiscal year.
SEC. 105. WAIVERS, RELEASES, AND RETENTIONS OF CLAIMS.

(a) Navajo Nation Waivers, Releases, and Retentions of Claims.—

(1) Claims against the State and Others.—

(A) In general.—Except as provided in subparagraph (C), the Navajo Nation, on behalf of itself and the members of the Navajo Nation (but not members in their capacity as allottees), and the United States, acting as trustee for the Navajo Nation and the members of the Navajo Nation (but not members in their capacity as allottees), as part of the performance of the respective obligations of the Navajo Nation and the United States under the settlement agreement, are authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, or any other person, entity, corporation or municipal corporation under Federal, State or other law for all—

(i) past, present, and future claims for water rights for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the
United States on behalf of the Navajo Na-

tion, arising from time immemorial and,

thereafter, forever;

(ii) past, present, and future claims

for water rights arising from time imme-

morial and, thereafter, forever, that are

based on aboriginal occupancy of land both

within and outside of the State by the

Navajo Nation, the members of the Navajo

Nation, or their predecessors;

(iii) past and present claims for injury

to water rights and injury to water quality

for Navajo land and land of the Navajo

Nation outside of the State, whether held

in fee or held in trust by the United States

on behalf of the Navajo Nation, arising

from time immemorial through the LCR

enforceability date;

(iv) past, present, and future claims

for injury to water rights and injury to

water quality arising from time immem-

morial and, thereafter, forever, that are based

on aboriginal occupancy of land both with-

in and outside of the State by the Navajo
Nation, the members of the Navajo Na-
tion, or their predecessors;

(v) claims for injury to water rights
and injury to water quality arising after
the LCR enforceability date for Navajo
land and land of the Navajo Nation out-
side of the State, whether held in fee or
held in trust by the United States on be-
half of the Navajo Nation, resulting from
the diversion or use of water in a manner
not in violation of the settlement agree-
ment; and

(vi) past, present, and future claims
arising out of, or relating in any manner
to, the negotiation, execution, or adoption
of the settlement agreement, an applicable
settlement judgment or decree, or this Act.

(B) EFFECTIVE DATE.—The waiver and
release of claims under subparagraph (A) shall
be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The Navajo
Nation, on behalf of itself and the members of
the Navajo Nation (but not members in their
capacity as allottees), and the United States,
acting as trustee for the Navajo Nation and the
members of the Navajo Nation (but not members in their capacity as allottees), shall retain all rights not expressly waived under subparagraph (A), including any right—

(i) subject to subparagraph 13.14 of the settlement agreement—

(I) to assert claims of rights to upper basin water for Navajo land; and

(II) to assert claims of rights to upper basin water that are based on aboriginal occupancy of land within the upper basin by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(ii) subject to subparagraphs 6.3 and 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR decree;
(iv) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the Gila River Adjudication decree;

(v) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(vi) to participate in the Gila River adjudication to the extent provided in sub-paragraphs 4.12, 4.13 and 4.14 of the settlement agreement;

(vii) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf of the Indian tribe;

(viii) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe or the United States on behalf of the Indian tribe;
(ix) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for Navajo land; and

(x) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by the Navajo Nation, the members of the Navajo Nation, or their predecessors.

(2) CLAIMS AGAINST THE UNITED STATES.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Navajo Nation, on behalf of itself and the members of the Navajo Nation (but not members in their capacity as allottees), as part of the performance of the obligations of the Navajo Nation under the settlement agreement, is authorized to execute a waiver and release of any claims against the United States (or agencies, officials, or employees of the United States) under Federal, State, or other law for all—
(i) past, present, and future claims for water rights for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land both within and outside of the State by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality arising from time immemo-
rial and, thereafter, forever, that are based
on aboriginal occupancy of land both with-
in and outside of the State by the Navajo
Nation, the members of the Navajo Na-
tion, or their predecessors;

(v) claims for injury to water rights
and injury to water quality arising after
the LCR enforceability date for Navajo
land and land of the Navajo Nation out-
side of the State, whether held in fee or
held in trust by the United States on be-
half of the Navajo Nation, resulting from
the diversion or use of water in a manner
not in violation of the settlement agree-
ment;

(vi) past, present, and future claims
arising out of, or relating in any manner
to, the negotiation, execution, or adoption
of the settlement agreement, an applicable
settlement judgment or decree, or this Act;

(vii) past, present, and future claims
for failure to protect, acquire, or develop
water rights for or on behalf of the Navajo
Nation and the members of the Navajo
Nation arising from time immemorial and, thereafter, forever;

(viii) past, present, and future claims relating to failure to assert any claims authorized to be waived under this subsection;

(ix) claims for the OM&R costs of the Navajo Groundwater Projects, which shall be effective on the date on which the Secretary transfers title to, and OM&R responsibility for, the Navajo Groundwater Projects to the Navajo Nation;

(x) claims in the case styled The Navajo Nation v. United States Department of the Interior, Case No. CV–03–0507–PCT–PGR, pending in the United States District Court for the District of Arizona, including all claims based on the facts alleged in the complaint filed in the action, except any claim that is dismissed without prejudice pursuant to section 108(a)(14); and

(xi) past and present claims relating in any manner to damages, losses, or injuries to water, water rights, land, or other
resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to failure to protect, acquire, or develop water, water rights, or water infrastructure) within the reservation and off-reservation trust land that first accrued at any time prior to the LCR enforceability date.

(B) **Effective Date.**—Except as provided in subparagraph (A)(ix), the waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) **Retention of Claims.**—The Navajo Nation and the members of the Navajo Nation (but not members in their capacity as allottees) shall retain all rights not expressly waived in under subparagraph (A), including any right—

(i) subject to subparagraph 13.14 of the settlement agreement—
(I) to assert claims of rights to upper basin water for Navajo land; and

(II) to assert claims of rights to upper basin water that are based on aboriginal occupancy of land within the upper basin by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(ii) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement or this Act in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR decree;

(iv) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the Gila River adjudication decree;
(v) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(vi) to participate in the Gila River adjudication to the extent provided in subparagraphs 4.12, 4.13, and 4.14 of the settlement agreement;

(vii) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf of the Indian tribe;

(viii) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe or the United States on behalf of the Indian tribe;

(ix) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for Navajo land; and
(x) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by the Navajo Nation, the members of the Navajo Nation, or their predecessors.

(b) Hopi Tribe Waivers, Releases, and Retentions of Claims.—

(1) Claims against the State and others.—

(A) In general.—Except as provided in subparagraph (C), the Hopi Tribe, on behalf of itself and the members of the Hopi Tribe (but not members in their capacity as allottees), and the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe (but not members in their capacity as allottees), as part of the performance of the respective obligations of the Hopi Tribe and the United States under the settlement agreement, are authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), the Navajo Na-
tion, or any other person, entity, corporation, or municipal corporation under Federal, State, or other law for all—

(i) past, present, and future claims for water rights for Hopi land arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for Hopi land arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(v) claims for injury to water rights and injury to water quality arising after
the LCR enforceability date for Hopi land resulting from the diversion or use of water in a manner not in violation of the settlement agreement; and

(vi) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, an applicable settlement judgment or decree, or this Act.

(B) EFFECTIVE DATE.—The waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The Hopi Tribe on behalf of itself and the members of the Hopi Tribe (but not members in their capacity as allottees), and the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe (but not members in their capacity as allottees), shall retain all rights not expressly waived under subparagraph (A), including any right—

(i) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the Norviel Decree, as set forth in the abstracts required pursuant to
subparagraph 5.4.1 of the settlement agreement;

(ii) subject to subparagraphs 6.3 and 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR decree;

(iv) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(v) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf of the Indian tribe;

(vi) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims
other than a claim for water rights,
against any Indian tribe or the United
States on behalf of the Indian tribe;
(vii) to assert past, present, or future
claims for rights to Lower Colorado River
water, injury to rights to Lower Colorado
River water, or injury to quality of Lower
Colorado River water for Hopi land; and
(viii) to assert past, present, or future
claims for rights to Lower Colorado River
water, injury to rights to Lower Colorado
River water, or injury to quality of Lower
Colorado River water that are based on ab-
original occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or
their predecessors.
(2) CLAIMS AGAINST THE UNITED STATES.—
(A) IN GENERAL.—Except as provided in
subparagraph (C), the Hopi Tribe, on behalf of
itself and the members of the Hopi Tribe (but
not members in their capacity as allottees), as
part of the performance of the obligations of
the Hopi Tribe under the settlement agreement,
is authorized to execute a waiver and release of
any claims against the United States (or agen-
cies, officials, or employees of the United States) under Federal, State, or other law for all—

(i) past, present, and future claims for water rights for Hopi land arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for Hopi land arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(v) claims for injury to water rights and injury to water quality arising after
the LCR enforceability date for Hopi land
resulting from the diversion or use of
water in a manner not in violation of the
settlement agreement;

(vi) past, present, and future claims
arising out of, or relating in any manner
to, the negotiation, execution, or adoption
of the settlement agreement, an applicable
settlement judgment or decree, or this Act;

(vii) past, present, and future claims
for failure to protect, acquire, or develop
water rights for or on behalf of the Hopi
Tribe and the members of the Hopi Tribe
arising from time immemorial and, there-
after, forever;

(viii) past, present, and future claims
relating to failure to assert any claims au-
thorized to be waived under this sub-
section;

(ix) claims for the OM&R costs of the
Hopi Groundwater Project, which shall be-
come effective on the date on which the
Secretary transfers title to, and OM&R re-
sponsibility for, the Hopi Groundwater
Project to the Hopi Tribe; and
(x) past and present claims relating in any manner to damages, losses, or injuries to water, water rights, land, or other resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to failure to protect, acquire, or develop water, water rights, or water infrastructure) within the reservation and off-reservation trust land that first accrued at any time prior to the LCR enforceability date.

(B) EFFECTIVE DATE.—Except as provided in subparagraph (A)(ix), the waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The Hopi Tribe on behalf of itself and the members of the Hopi Tribe (but not members in their capacity as allottees) shall retain all rights not expressly waived under subparagraph (A), including any right—
(i) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the Norviel Decree, as set forth in the abstracts required pursuant to subparagraph 5.4.1 of the settlement agreement;

(ii) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR decree;

(iv) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(v) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf
of the Indian tribe other than the Navajo Nation and the Hopi Tribe;

(vi) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe or the United States on behalf of the Indian tribe other than the Navajo Nation and the Hopi Tribe;

(vii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for Hopi land; and

(viii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors.
(c) Waivers and Releases of Claims by the United States.—

(1) Acting as Trustee for Allottees.—

(A) In general.—Except as provided in subparagraph (C), the United States, acting as trustee for allottees of the Navajo Nation and Hopi Tribe, as part of the performance of the obligations of the United States under the settlement agreement, is authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Hopi Tribe, or any other person, entity, corporation, or municipal corporation under Federal, State, or other law, for all—

(i) past, present, and future claims for water rights for allotments arising from time immemorial, and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by allottees or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality
for allotments arising from time immemo-
rial through the LCR enforceability date;

(iv) past, present, and future claims
for injury to water rights and injury to
water quality, if any, arising from time im-
memorial and, thereafter, forever, that are
based on aboriginal occupancy of land by
allottees or their predecessors;

(v) claims for injury to water rights
and injury to water quality arising after
the LCR enforceability date for allotments
resulting from the diversion or use of
water in a manner not in violation of the
settlement agreement; and

(vi) past, present, and future claims
arising out of, or relating in any manner
to, the negotiation, execution, or adoption
of the settlement agreement, an applicable
settlement judgment or decree, or this Act.

(B) EFFECTIVE DATE.—The waiver and
release of claims under subparagraph (A) shall
be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The United
States, acting as trustee for allottees of the
Navajo Nation and Hopi Tribe, shall retain all
rights not expressly waived under subparagraph (A), including any right—

(i) subject to subparagraph 13.14 of the settlement agreement—

(I) to assert claims of rights to upper basin water, if any, for allotments; and

(II) to assert claims of rights to upper basin water that are based on aboriginal occupancy of land within the upper basin in the State by allottees or their predecessors;

(ii) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of allottees, if any, under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of allottees, if any, under the LCR decree;

(iv) to participate in the LCR adjudication to the extent provided in the settlement agreement;
(v) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe;

(vi) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe;

(vii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for allotments; and

(viii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by allottees or their predecessors.
(2) Waiver and release of claims by the United States against the Navajo Nation and the Hopi Tribe.—

(A) In general.—Except as provided subparagraph (C), the United States, except when acting as trustee for an Indian tribe other than the Navajo Nation or the Hopi Tribe, as part of the performance of the obligations of the United States under the settlement agreement, is authorized to execute a waiver and release of any and all claims of the United States against the Navajo Nation and the Hopi Tribe, including any agency, official, or employee of the Navajo Nation or the Hopi Tribe, under Federal, State, or any other law for all—

(i) past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the settlement agreement or this Act;

(ii) past and present claims for injury to water rights and injury to water quality resulting from the diversion or use of water on Navajo land and Hopi land arising from time immemorial through the LCR enforceability date; and
(iii) claims for injury to water rights and injury to water quality arising after the LCR enforceability date resulting from the diversion or use of water on Navajo land and Hopi land in a manner not in violation of the settlement agreement.

(B) EFFECTIVE DATE.—The waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The United States shall retain all rights not expressly waived under subparagraph (A), including—

(i) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(ii) to enforce the Gila River adjudication decree; and

(iii) to enforce the LCR decree.

SEC. 106. SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS.

(a) NAVAJO NATION.—
(1) IN GENERAL.—Except as provided in the settlement agreement, the benefits realized by the Navajo Nation under the settlement agreement and this Act shall be in complete and full satisfaction of all claims of the Navajo Nation and the members of the Navajo Nation, and the United States, acting as trustee for the Navajo Nation and the members of the Navajo Nation, for water rights, injury to water rights, and injury to water quality, under Federal, State, or other law with respect to Navajo land.

(2) SOURCE.—Any entitlement to water of the Navajo Nation and the members of the Navajo Nation, or the United States, acting as trustee for the Navajo Nation and the members of the Navajo Nation, for Navajo land shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized to or for the Navajo Nation, and the United States, acting as trustee for the Navajo Nation, by the settlement agreement, the LCR decree, the Navajo Nation water delivery contract, and this Act.

(3) EFFECT.—Notwithstanding paragraph (2), nothing in the settlement agreement or this Act has the effect of recognizing or establishing any right of
a member of the Navajo Nation to water on Navajo land.

(b) Hopi Tribe.—

(1) In General.—Except as provided in the settlement agreement, the benefits realized by the Hopi Tribe under the settlement agreement and this Act shall be in complete and full satisfaction of all claims of the Hopi Tribe and the members of the Hopi Tribe, and the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe, for water rights, injury to water rights, and injury to water quality under Federal, State, or other law with respect to Hopi land.

(2) Source.—Any entitlement to water of the Hopi Tribe and the members of the Hopi Tribe, or the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe, for Hopi land shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized to or for the Hopi Tribe, and the United States, acting as trustee for the Hopi Tribe, by the settlement agreement, the LCR decree, and this Act.

(3) Effect.—Notwithstanding paragraph (2), nothing in the settlement agreement or this Act has
the effect of recognizing or establishing any right of
a member of the Hopi Tribe to water on Hopi land.
(c) Allottees Water Claims.—
   (1) In General.—Except as provided in the
   settlement agreement, the benefits realized by
   allottees under the settlement agreement and this
   Act shall be in complete replacement of and substi-
   tution for, and full satisfaction of, all claims of
   allottees, and the United States, acting as trustee
   for allottees, for water rights, injury to water rights,
   and injury to water quality under Federal, State, or
   other law with respect to allotments.
   (2) Source.—Except as provided in exhibit
   4.7.3 of the settlement agreement, any entitlement
   to water of allottees, or the United States, acting as
   trustee for allottees, for allotments shall be satisfied
   out of the water resources and other benefits grant-
   ed, confirmed, or recognized to or for the Navajo
   Nation, the Hopi Tribe, and the United States, act-
   ing as trustee for the Navajo Nation, the Hopi
   Tribe, and allottees, by the settlement agreement,
   the LCR decree, and this Act.
(d) Exceptions.—Except as provided in section
105, nothing in this Act affects any right to water of any
member of the Navajo Nation, the Hopi Tribe, or any al-
lottee for land outside of Navajo land, Hopi land, or allotments.

(e) **NAVAJO-HOPI LAND DISPUTE SETTLEMENT ACT OF 1996.**—

(1) **WATER RIGHTS.**—Except as expressly provided in the settlement agreement, the water rights of the Hopi Tribe on land acquired pursuant to the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301), and the rights of the Hopi Tribe to object to surface water and groundwater uses on the basis of water rights associated with that land, shall be governed by that Act.

(2) **AMENDMENT.**—Section 12 of the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301) is amended—

(A) in subsection (a)(1)(C), by striking “beneficial use” and inserting “beneficial use of surface water”; and

(B) by striking subsection (e) and inserting the following:

“(e) **PROHIBITION.**—

“(1) **IN GENERAL.**—Subject to paragraph (2), water rights for newly acquired trust land shall not
be used, leased, sold, or transported for use off of
that land or the other trust land of the Tribe, except
that the Tribe may agree with other persons having
junior water rights to subordinate the senior water
rights of the Tribe.

“(2) Restrictions.—

“(A) In general.—Water rights for
newly acquired trust land shall only be used on
that land or other trust land of the Tribe that
is located within the same river basin tributary
as the main stream of the Colorado River.

“(B) Temporary transfer for use
off-reservation.—Notwithstanding any
other provision of statutory or common law or
 subparagraph (A) and in accordance with sub-
paragraphs (C) through (J), on approval of the
Secretary, the Hopi Tribe may enter into a
service contract, lease, exchange, or other
agreement providing for the temporary delivery,
use, or transfer of not more than 10,000 acre-
feet per year of groundwater from newly ac-
quired trust land that is located within 20 miles
of the municipal boundaries of Winslow, Ari-
izona, but is not within the Protection Areas (as
that term is described in paragraph 3.1.119 of
the Navajo-Hopi Little Colorado River Water Rights Settlement Agreement) for use at—

“(i) Hopi fee land that is located within 5 miles of the municipal boundaries of Winslow, Arizona; and

“(ii) the City of Winslow, Arizona, for municipal use by the City of Winslow and the residents of that city, with the consent of the Hopi Tribe, as provided in paragraph 5.3 and exhibit 5.3 of the Navajo-Hopi Little Colorado River Water Rights Settlement Agreement.

“(C) MAXIMUM TERM.—

“(i) IN GENERAL.—The maximum term of any service contract, lease, exchange, or other agreement under subparagraph (B) (including all renewals of such an agreement) shall not exceed 99 years in duration.

“(ii) ALIENATION.—The Hopi Tribe shall not permanently alienate any groundwater transported off of newly acquired trust land pursuant to subparagraph (B).

“(D) WEED AND DUST CONTROL.—The Tribe shall maintain newly acquired trust land
from which groundwater is or will be trans-
ported pursuant to subparagraph (B) free of
noxious weeds and blowing dust that creates a
threat to health or safety consistent with sec-
tion 45-546 of the Arizona Revised Statutes.

“(E) Damage to surrounding land or
other water users.—

“(i) Damages.—Any transportation
of groundwater off of newly acquired trust
land pursuant to subsection (B) shall be
subject to payment of damages to the ex-
tent the groundwater withdrawals unrea-
sonably increase damage to surrounding
land or other water users from the con-
centration of wells.

“(ii) No presumption of dam-
age.—Neither injury to nor impairment of
the water supply of any landowner shall be
presumed from the fact of transportation
of groundwater off of newly acquired trust
land pursuant to subparagraph (B).

“(iii) Mitigation.—In determining
whether there has been injury and the ex-
tent of any injury, the court shall consider
all acts of the person transporting ground-
water toward the mitigation of injury, in-
cluding the retirement of land from irriga-
tion, discontinuance of other preexisting
uses of groundwater, water conservation
techniques, and procurement of additional
sources of water that benefit the sub-basin
or landowners within the sub-basin.

“(iv) COURT FEES.—The court may
award reasonable attorney fees, expert wit-
ness expenses and fees, and court costs to
the prevailing party in litigation seeking
damages for transporting groundwater off
of newly acquired trust land pursuant to
subparagraph (B).

“(F) NO OBLIGATION.—The United States
(in any capacity) shall have no trust or other
obligation to monitor, administer, or account
for, in any manner, groundwater delivered pur-
suant to subparagraph (B).

“(G) LIABILITY.—The Secretary shall not
be liable to the Hopi Tribe, the City of Wins-
low, Arizona, or any other person for any loss
or other detriment resulting from an agreement
entered into pursuant to subparagraph (B).

“(H) APPLICABLE LAW.—
“(i) STATE LAW.—Any transportation or use of groundwater off of the newly acquired trust land pursuant subparagraph (B) shall be subject to and consistent with all laws (including regulations) of the State that apply to the transportation and use of water, including all applicable permitting and reporting requirements.

“(ii) PURCHASES OR GRANTS OF LANDS FROM INDIANS.—Section 2116 of the Revised Statutes (25 U.S.C. 177) shall not apply to any groundwater transported off of newly acquired trust land pursuant to subparagraph (B).

“(I) APPROVAL OF SECRETARY.—The Secretary shall approve or disapprove any service contract, lease, exchange, or other agreement under subparagraph (B) submitted by the Hopi Tribe for approval within a reasonable period of time after submission, except that approval by the Secretary shall not be required for any groundwater lease under subparagraph (B) for less than 10 acre-feet per year with a term of less than 7 years, including renewals.
“(J) NO FORFEITURE OR ABANDONMENT.—The nonuse of groundwater of the Hopi Tribe from the newly acquired trust land pursuant to subparagraph (B) shall not result in a forfeiture, abandonment, relinquishment, or other loss of all or any part of applicable rights.”.

SEC. 107. AFTER-ACQUIRED TRUST LAND.

(a) REQUIREMENT OF ACT OF CONGRESS.—Except as provided in section 11 of Public Law 93–531 (25 U.S.C. 640d–10) and the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301), the Navajo Nation or the Hopi Tribe may only seek to have legal title to additional land in the State, located outside the exterior boundaries of the land that is, on the date of enactment of this Act, in reservation status or held in trust for the benefit of the Navajo Nation or the Hopi Tribe, taken into trust by the United States for the benefit of the Navajo Nation or the Hopi Tribe, respectively, pursuant to an Act of Congress enacted after the date of enactment of this Act.

(b) WATER RIGHTS.—Any land taken into trust for the benefit of the Navajo Nation or the Hopi Tribe after the date of the enactment of this Act shall have only those rights to water provided under the settlement agreement,
the Navajo-Hopi Land Dispute Settlement Act of 1996
(25 U.S.C. 640d note; Public Law 104–301), and this Act,
unless provided otherwise in a subsequent Act of Con-
gress, as provided in subsection (a).

(c) Acceptance of Land in Trust Status.—

(1) Mandatory trust acquisition.—Not-
withstanding subsections (a) and (b), if the Navajo
Nation or Hopi Tribe acquires legal fee title to land
that is located within the exterior boundaries of the
Navajo Reservation or the Hopi Reservation, respec-
tively, upon application by the Navajo Nation or the
Hopi Tribe to take the land into trust, the Secretary
shall accept the land into trust status for the benefit
of the Navajo Nation or Hopi Tribe in accordance
with applicable Federal law (including regulations).

(2) Reservation status.—Land taken or
held in trust by the Secretary under paragraph (1)
shall be part of the Navajo Reservation or the Hopi
Reservation, respectively.

SEC. 108. ENFORCEABILITY DATE.

(a) Little Colorado River and Gila River
Waivers.—The waivers and releases of claims described
in section 105 shall take effect and be fully enforceable,
and construction of the Navajo Groundwater Projects and
the Hopi Groundwater Project may begin, on the date on
which the Secretary publishes in the Federal Register a
statement of findings that—

(1) to the extent that the settlement agreement
conflicts with this Act, the settlement agreement has
been revised through an amendment to eliminate the
conflict and the revised settlement agreement has
been executed by the Secretary, the Navajo Nation,
the Hopi Tribe, the Governor of Arizona, and not
less than 19 other parties;

(2) the waivers and releases of claims described
in section 105 have been executed by the Navajo Na-
tion, the Hopi Tribe, and the United States;

(3) the State contributions described in sub-
sections (a)(2)(B)(iii) and (c)(2)(B)(ii) of section
104 have been made;

(4) the full amount described in section
104(a)(2)(A)(i), as adjusted by section 104(a)(2)(C),
has been deposited in the Navajo Groundwater
Projects Account;

(5) the full amount described in section
104(b)(2) has been deposited in the Navajo OM&R
Trust Account;

(6) the full amount described in section
104(c)(2)(A)(i), as adjusted by section 104(c)(2)(C),
has been deposited in the Hopi Groundwater Project Account;

(7) the full amount described in section 104(d)(2) has been deposited in the Hopi OM&R Trust Account;

(8) the full amount described in section 104(e)(2)(A), as adjusted by section 104(e)(2)(B), has been deposited in the N-Aquifer Account and is available for use to implement the N-Aquifer Management Plan;

(9) the full amount described in section 104(f)(2)(A), as adjusted by section 104(f)(2)(B), has been deposited in the Pasture Canyon Springs Protection Program Account and is available for use to implement the Pasture Canyon Springs Protection Program;

(10) the judgments and decrees in the LCR adjudication and the Gila River adjudication have been approved by the LCR adjudication court and the Gila River adjudication court substantially in the form of the judgments and decrees attached to the settlement agreement as exhibits 3.1.70 and 3.1.49, respectively;

(11) a law has been enacted by the State substantially in the form of a State implementing law
attached to the settlement agreement as exhibit 3.1.128 and the law remains effective;

(12) the provisions of section 45–544 of the Arizona Revised Statutes restricting the transporting of groundwater from the Little Colorado River Plateau Groundwater Basin are in effect;

(13) the Secretary has completed a record of decision approving construction of—

(A) the Navajo Groundwater Projects in a configuration substantially similar to the configuration described in section 103(a); and

(B) the Hopi Groundwater Project, in a configuration substantially similar to the configuration described in section 103(b); and

(14) the Navajo Nation has moved for the dismissal with prejudice of the first, second, third, fourth, and fifth claims for relief contained in the complaint for declaratory and injunctive relief filed by the Navajo Nation on March 14, 2003, in the United States District Court for the District of Arizona, as part of the case styled The Navajo Nation v. United States Department of the Interior (No. CV–03–0507–PCT–PGR), and has moved for the dismissal without prejudice of sixth claim for relief contained in the complaint, substantially in the form
of the dismissal attached to the settlement agreement as exhibit 11.9.

(b) **FAILURE OF THE LITTLE COLORADO RIVER WAIVERS.—**

(1) **IN GENERAL.—** If the Secretary does not publish in the Federal Register a statement of findings under subsection (a) by October 31, 2022, this Act is repealed and any amounts—

(A) appropriated under section 104, together with any investment earnings on those amounts, less any amounts expended under subsections (a)(9), (b)(9), and (c)(1) of section 103, shall revert immediately to the general fund of the Treasury;

(B) transferred pursuant to subsections (a)(2)(B)(i) and (c)(2)(B)(i) of section 104 to the Navajo Groundwater Projects Account and the Hopi Groundwater Project Account from the Future Indian Water Settlement Sub-account of the Lower Colorado River Basin Development Fund established pursuant to section 403(f)(2)(D)(vi) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(D)(vi)), together with any investment earnings on those amounts, shall be returned immediately to the
Future Indian Water Settlement Subaccount of the Lower Colorado River Basin Development Fund;

(C) transferred pursuant to section 104(a)(2)(B)(ii) to the Navajo Groundwater Projects Account from the Reclamation Water Settlements Fund established by section 10501 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407), together with any investment earnings on those amounts, shall be returned immediately to the Reclamation Water Settlements Fund; and

(D) transferred pursuant to subsections (a)(2)(B)(iii) and (c)(2)(B)(ii) of section 104 to the Navajo Groundwater Projects Account and the Hopi Groundwater Project Account, together with any investment earnings on those amounts, shall be returned immediately to the State.

(2) SEVERABILITY.—Notwithstanding paragraph (1), if the Secretary does not publish in the Federal Register a statement of findings under subsection (a) by October 31, 2022, the designation under section 109(g) and the provisions of sections
205(a)(1), 205(a)(2)(B), 205(a)(3), 205(a)(4), 205(a)(5), and 206 shall remain in effect.

(c) Right To Offset.—

(1) Navajo Nation.—If the Secretary has not published in the Federal Register the statement of findings under subsection (a) by October 31, 2022, the United States shall be entitled to offset any Federal amounts made available under subsections (a)(9) and (c)(1) of section 103 that were used or authorized for any use under those subsections against any claim asserted by the Navajo Nation against the United States described in section 105(a)(2)(A).

(2) Hopi Tribe.—If the Secretary has not published in the Federal Register the statement of finding under subsection (a) by October 31, 2022, the United States shall be entitled to offset any Federal amounts made available under subsections (b)(9) and (c)(1) of section 103 that were used or authorized for any use under those subsections against any claim asserted by the Hopi Tribe against the United States described in section 105(b)(2)(A).

Sec. 109. Administration.

(a) Sovereign Immunity.—If any party to the settlement agreement brings an action in any court of the
United States or any State court relating only and directly to the interpretation or enforcement of this Act or the settlement agreement and names the United States, the Navajo Nation, or the Hopi Tribe as a party, or if any other landowner or water user in the Gila River or LCR basins in the State files a lawsuit relating only and directly to the interpretation or enforcement of paragraph 11.0 of the settlement agreement or section 105 of this Act, naming the United States, or the Navajo Nation or the Hopi Tribe as a party—

(1) the United States, the Navajo Nation, or the Hopi Tribe may be joined in the action; and

(2) any claim by the United States, the Navajo Nation, or the Hopi Tribe to sovereign immunity from the action is waived, but only for the limited and sole purpose of the interpretation or enforcement of this Act or the settlement agreement.

(b) No Quantification or Effect on Rights of Other Indian Tribes or the United States on Behalf of Other Indian Tribes.—

(1) In general.—Except as provided in paragraph 7.2 of the settlement agreement or in paragraph (2), nothing in this Act—

(A) shall be construed to quantify or otherwise affect the water rights, claims, or entitle-
ments to water of any Indian tribe, nation, band, or community, including the San Juan Southern Paiute Tribe, other than the Hopi Tribe and the Navajo Nation; or

(B) shall affect the ability of the United States to take action on behalf of any Indian tribe, nation, band, or community, including the San Juan Southern Paiute Tribe, other than the Hopi Tribe, members of the Hopi Tribe, allottees of the Hopi Tribe, the Navajo Nation, members of the Navajo Nation, and allottees of the Navajo Nation.

(e) ANTIDEFICIENCY.—

(1) IN GENERAL.—The expenditure or advance of any money or the performance of any obligation by the United States, in any capacity, under this Act shall be contingent on the appropriation of funds.

(2) LIABILITY.—The United States shall not be liable for the failure to carry out any obligation or activity authorized under this Act (including any obligation or activity under this Act) if Congress does not provide adequate appropriations expressly to carry out the purposes of this Act.

(d) RECLAMATION REFORM ACT.—The Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.) and any
other acreage limitation or full-cost pricing provision of Federal law shall not apply to any person, entity, or tract of land solely on the basis of—

(1) receipt of any benefit under this Act;
(2) execution or performance of this Act; or
(3) the use, storage, delivery, lease, or exchange of CAP water.

(e) DISMISSAL OF PENDING NAVAJO NATION COURT CASE.—Not later than 30 days after the date on which the settlement agreement is executed by the United States, the Navajo Nation shall execute and file a stipulation and proposed order, substantially in the form attached to the settlement agreement as exhibit 11.9 for—

(1) the dismissal with prejudice of the first, second, third, fourth, and fifth claims for relief contained in the complaint for declaratory and injunctive relief in the case styled Navajo Nation v. United States Department of the Interior, No. CV–03–0507–PCT–PGR (D. Ariz. March 14, 2003); and

(2) the dismissal without prejudice of the sixth claim for relief contained in the complaint described in paragraph (1).

(f) TOLLING OF STATUTES OF LIMITATIONS.—Any statute of limitations that may otherwise apply to, limit,
or bar the sixth claim for relief described in subsection (e)(2) shall be tolled as follows:

(1) If a settlement of the claims by the Navajo Nation to Lower Colorado River water has been approved by an Act of Congress enacted on or before December 15, 2022, then any statute of limitations that may otherwise apply to, limit, or bar the sixth claim for relief shall be tolled until the Navajo Nation waives the claims to Lower Colorado River water under the Act of Congress.

(2) If a settlement of the claims of the Navajo Nation to Lower Colorado River water has not been approved by An act of Congress on or before December 15, 2022, then any statute of limitations that may otherwise apply to, limit, or bar the sixth claim for relief shall be tolled until December 15, 2022.

(g) PETE SHUMWAY DAM & RESERVOIR.—

(1) IN GENERAL.—The facility known as Schoens Lake, Schoens Dam, and Schoens Reservoir, located on Show Low Creek in Navajo County, Arizona shall be known and designated as the “Pete Shumway Dam and Reservoir”.

(2) REFERENCES.—Any reference in a law, map, regulation, document, paper, or other record of the United States to the facility described in para-
SEC. 110. ENVIRONMENTAL COMPLIANCE.

(a) Environmental Compliance.—In implementing the settlement agreement and this Act, the Secretary shall comply with all applicable Federal environmental laws and regulations, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(b) Execution of the Settlement Agreement.—Execution of the settlement agreement by the Secretary as provided in this Act shall not constitute a major Federal action under section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332).

(c) Lead Agency.—The Commissioner of the Bureau of Reclamation shall be primarily responsible to ensure environmental compliance in carrying out this Act.

(d) No Effect on Enforcement of Environmental Laws.—Nothing in this Act precludes the United States, the Navajo Nation, or the Hopi Tribe, when delegated regulatory authority, from enforcing Federal environmental laws, including—

(1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42
U.S.C. 9601 et seq.), including claims for damages for harm to natural resources;

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

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

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

(5) any regulation implementing 1 or more of those Acts.

TITLE II—CENTRAL ARIZONA PROJECT WATER

SEC. 201. CONDITIONS FOR REALLOCATION OF CAP NIA PRIORITY WATER.

(a) Reallocation.—

(1) In general.—The Secretary shall neither reallocate any CAP NIA priority water to the Navajo Nation under section 202(a) nor enter into a contract with the Navajo Nation for the delivery of that water under section 202(c) unless and until the Secretary has published in the Federal Register the statement of findings referred to in subsection (b) that all of the conditions described in paragraph (2) have been satisfied.
(2) CONDITIONS.—The conditions described in this paragraph are that—

(A) the LCR enforceability date has occurred;

(B) the Navajo Nation and the Navajo project lessees, with the approval of the Secretary, have executed an amendment to the Navajo Project Lease extending the term of the Navajo Project Lease through December 23, 2044;

(C) the Secretary, with the consent of the Navajo Nation, has issued or renewed to the Navajo project lessees, in a form acceptable to the Navajo project lessees, grants of Federal rights-of-way and easements pursuant to the first section of the Act of February 5, 1948 (25 U.S.C. 323), for—

(i) the land subject to the Navajo Project Lease and for the railroad-granted land, the terms of which shall extend through the term of the Navajo Project Lease, as amended; and

(ii) the power transmission lines over and across land on the Navajo Reservation, the terms of which shall extend
through the term of the Navajo Project
Lease, as amended, described as—

(I) the grant entitled “Grant of
Easement or Right of Way from the
Bureau of Indian Affairs, Window
Rock, Arizona, Grantor”, dated Feb-
uary 1971, for the construction, op-
eration, maintenance, replacement,
and removal of the Navajo Project
Southern Transmission System, with
Map Nos. INH–96, sheets 1–4,
B29036, dated May 28, 1970, marked
as Exhibit B to that grant, and the
complete centerline description shown
on Exhibit A of that grant;

(II) the grant entitled “Grant of
Easement and Right-of-Way by the
United States of America, Bureau of
Indian Affairs, Department of the In-
terior, Window Rock, Arizona, Grant-
or”, dated September 8, 1988, includ-
ing amendments to that grant, for the
construction, operation, and mainte-
nance of the Navajo-McCullough
Transmission Line, as shown on the
Map marked Exhibit B to that grant and more particularly described in the right-of-way description marked Exhibit A to that grant; and

(III) a right-of-way or permit for the Navajo Generating Station/Western Area Power Administrative Intertie Transmission System, running from the Navajo Generating Station switchyard approximately 200 feet to the Western Area Power Administration transmission line;

(D) Peabody has leased coal in sufficient quantity and quality from the Navajo Nation, or the Navajo Nation and the Hopi Tribe, for the Navajo Generating Station to operate through the term of the Navajo Project Lease, as amended;

(E) the surface coal mining permit, or a revision of that permit, has been issued by the Secretary, acting through the Office of Surface Mining, Reclamation and Enforcement, to Peabody authorizing the operation of the Kayenta mine and the mining of the quantities of coal
referred to in subparagraph (D) through the term of the Navajo Project Lease, as amended;

(F) Peabody and the Navajo project lessees have entered into a coal supply contract for the purchase of the quantities and quality of coal referred to in subparagraph (D) that extends through the term of the Navajo Project Lease, as amended;

(G) the term of the contract for water service among the Navajo project lessees and the Bureau of Reclamation for the consumptive use at the Navajo Generating Station of up to 34,100 afy of upper basin water has been extended through the term of the Navajo Project Lease, as amended; and

(H) the Secretary, acting through the Director of the National Park Service, has re-issued or extended the right-of-way permit No. RW GLCA–06–002, issued on August 30, 2006, through the term of the Navajo Project Lease, as amended.

(b) PUBLICATION OF STATEMENT OF FINDINGS.—Upon satisfaction of all of the conditions described in subsection (a)(2), the Secretary shall publish in the Federal
Register a statement of findings that each of the conditions has been met.

(c) Timing of Reallocation.—Upon publication in the Federal Register of the statement of findings referred to in subsection (b), the Secretary shall reallocate to the Navajo Nation the CAP NIA priority water in accordance with section 202(a) and enter into a contract with the Navajo Nation for the delivery of that water in accordance with section 202(e), through the Navajo-Gallup water supply project in accordance with this Act.

(d) Failure to Publish Notice.—If the Secretary fails to publish a statement of findings in the Federal Register under subsection (b) by October 31, 2022—

(1) the authority provided under this section and section 202 shall terminate; and

(2) this section and section 202, 203, 204, 205(a)(2)(A), and 205(b) shall be of no further force or effect.

SEC. 202. REALLOCATION OF CAP NIA PRIORITY WATER, FIRMING, WATER DELIVERY CONTRACT.

(a) Reallocation to the Navajo Nation.—

(1) In General.—On the date on which the Secretary publishes in the Federal Register the statement of findings under section 201(b), the Sec-
Secretary shall reallocate to the Navajo Nation the Navajo Nation CAP water.

(2) Availability and use.—The water reallocated under paragraph (1) shall be available for diversion and use from the San Juan River pursuant to and consistent with section 10603(b)(2)(D) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1383) (as amended by section 205).

(b) Firming.—

(1) Navajo Nation CAP Water.—The Navajo Nation CAP water shall be firmed as follows:

(A) In accordance with section 105(b)(1)(B) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3492), the Secretary shall firm 50 percent of the Navajo Nation CAP water to the equivalent of CAP M&I priority water for the period of 100 years beginning on January 1, 2008.

(B) In accordance with section 105(b)(2)(B) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3492), the State shall firm 50 percent of the Navajo Nation CAP water to the equivalent of CAP M&I
priority water for the period of 100 years beginning on January 1, 2008.

(2) ADDITIONAL FIRMING.—The Navajo Nation may, at the expense of the Navajo Nation, take additional actions to firm or supplement the Navajo Nation CAP water, including by entering into agreements for that purpose with the Central Arizona Water Conservation District, the Arizona Water Banking Authority, or any other lawful authority, in accordance with State law.

(c) NAVajo Nation Water Delivery Con-
tract.—

(1) CONTRACT.—

(A) IN GENERAL.—The Secretary shall enter into the Navajo Nation water delivery contract, in accordance with the settlement agreement, which shall meet, at a minimum, the requirements described in subparagraph (B).

(B) REQUIREMENTS.—The requirements described in this subparagraph are as follows:

(i) AUTHORIZATION.—The contract entered into under subparagraph (A) shall be for permanent service (as that term is used in section 5 of the Boulder Canyon
Project Act (43 U.S.C. 617d)), and shall be without limit as to term.

(ii) **NAVAJO NATION CAP WATER.**—

(I) **IN GENERAL.**—The Navajo Nation CAP water may be delivered through the Navajo-Gallup water supply project for use in the State.

(II) **METHOD OF DELIVERY.**—Subject to the physical availability of water from the San Juan River and to the rights of the Navajo Nation to use that water, deliveries under this clause shall be effected by the diversion and use of water from the San Juan River pursuant to section 10603 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1382) (as amended by section 205).

(iii) **CONTRACTUAL DELIVERY.**—The Secretary shall deliver the Navajo Nation CAP water to the Navajo Nation in accordance with the terms and conditions of the Navajo Nation water delivery contract.
(iv) CURTAILMENT.—Except to the extent that the Navajo Nation CAP water is firmed by the United States and the State under subsection (b)(1) or is otherwise firmed by the Navajo Nation, deliveries of the Navajo Nation CAP water shall be subject to curtailment in that—

(I) deliveries of the Navajo Nation CAP water effected by the diversion of water from the San Juan River shall be curtailed during shortages of CAP NIA priority water to the same extent as other CAP NIA priority water supplies; and

(II) the extent of that curtailment shall be determined in accordance with clause (xvi).

(v) LEASES AND EXCHANGES OF NAVajo NATION CAP WATER.—On and after the date on which the Navajo Nation water delivery contract becomes effective, the Navajo Nation may, with the approval of the Secretary, enter into contracts to lease, options to lease, exchange, or options to exchange the Navajo Nation CAP water
within Apache, Cochise, Coconino, Gila, Graham, Maricopa, Navajo, Pima, Pinal, Santa Cruz, and Yavapai Counties, Arizona, providing for the temporary delivery to other persons of any portion of Navajo Nation CAP water.

(vi) TERM OF LEASES AND EXCHANGES.—

(I) LEASING.—Contracts to lease and options to lease under clause (v) shall be for a term not to exceed 100 years.

(II) EXCHANGING.—Contracts to exchange or options to exchange under clause (v) shall be for the term provided for in each such contract or option.

(III) RENEGOTIATION.—The Navajo Nation may, with the approval of the Secretary, renegotiate any lease described in clause (v), at any time during the term of the lease, if the term of the renegotiated lease does not exceed 100 years.
(vii) Prohibition on permanent alienation.—No Navajo Nation CAP water may be permanently alienated.

(viii) No firming of leased water.—The firming obligations described in subsection (b)(1) shall not apply to any Navajo Nation CAP water leased by the Navajo Nation to other persons.

(ix) Entitlement to lease and exchange funds.—

(I) In general.—Only the Navajo Nation, and not the United States in any capacity, shall be entitled to all consideration due to the Navajo Nation under any contracts to lease, options to lease, contracts to exchange, or options to exchange the Navajo Nation CAP water entered into by the Navajo Nation.

(II) Obligations of United States.—The United States in any capacity shall have no trust or other obligation to monitor, administer, or account for, in any manner, any funds received by the Navajo Nation as con-
sideration under any contracts to lease, options to lease, contracts exchange, or options to exchange the Navajo Nation CAP water entered into by the Navajo Nation, except in a case in which the Navajo Nation deposits the proceeds of any such lease, option to lease, exchange, or option to exchange into an account held in trust for the Navajo Nation by the United States.

(x) WATER USE ON NAVAJO LAND.—

(I) IN GENERAL.—Except as authorized by clause (v), the Navajo Nation CAP water may only be used on—

(aa) the Navajo Reservation;

(bb) land held in trust by the United States for the benefit of the Navajo Nation; or

(cc) land owned by the Navajo Nation in fee that is located within the State.

(II) STORAGE.—The Navajo Nation may store the Navajo Nation
CAP water at underground storage facilities or groundwater savings facilities located within the CAP system service area, consisting of Pima, Pinal, and Maricopa Counties, in accordance with State law.

(III) ASSIGNMENT.—The Navajo Nation may assign any long-term storage credits accrued as a result of storage under subclause (II) in accordance with State law.

(xii) NO USE OUTSIDE ARIZONA.—

(I) IN GENERAL.—No Navajo Nation CAP water may be used, leased, exchanged, forborne, or otherwise transferred by the Navajo Nation for use directly or indirectly outside of the State.

(II) AGREEMENTS.—Nothing in this Act or the settlement agreement limits the right of the Navajo Nation to enter into any agreement with the Arizona Water Banking Authority, or any successor agency or entity, in accordance with State law.
(xii) **CAP fixed OM&R charges.**—

(I) **In general.**—The CAP operating agency shall be paid the CAP fixed OM&R charges associated with the delivery of all the Navajo Nation CAP water.

(II) **Payment of charges.**—Except as provided in clause (xiii), all CAP fixed OM&R charges associated with the delivery of the Navajo Nation CAP water to the Navajo Nation shall be paid by—

(aa) the Secretary, pursuant to section 403(f)(2)(A) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(A)), as long as funds for that payment are available in the Lower Colorado River Basin Development Fund; and

(bb) if those funds become unavailable, the Navajo Nation.

(xiii) **Lessee responsibility for charges.**—
(I) IN GENERAL.—Any lease or option to lease providing for the temporary delivery to other persons of any Navajo Nation CAP water shall require the lessee to pay the CAP operating agency all CAP fixed OM&R charges and all CAP pumping energy charges associated with the delivery of the leased water.

(II) NO RESPONSIBILITY FOR PAYMENT.—Neither the Navajo Nation nor the United States in any capacity shall be responsible for the payment of any charges associated with the delivery of the Navajo Nation CAP water leased to other persons.

(xiv) ADVANCE PAYMENT.—No Navajo Nation CAP water shall be delivered unless the CAP fixed OM&R charges and the CAP pumping energy charges associated with the delivery of that water have been paid in advance.

(xv) CALCULATION.—The charges for delivery of the Navajo Nation CAP water pursuant to the Navajo Nation water deliv-
Every contract shall be calculated in accordance with the CAP repayment stipulation.

(xvi) **Shortages of Navajo Nation CAP Water.**—If, for any year, the available CAP supply is insufficient to meet all demands under CAP contracts for the delivery of CAP NIA priority water, the Secretary and the CAP operating agency shall prorate the available CAP NIA priority water among the CAP contractors holding contractual entitlements to CAP NIA priority water on the basis of the quantity of CAP NIA priority water used by each such CAP contractor in the last year for which the available CAP supply was sufficient to fill all orders for CAP NIA priority water.

(xvii) **CAP Repayment.**—For purpose of determining the allocation and repayment of costs of any stages of the CAP constructed after November 21, 2007, the costs associated with the delivery of the Navajo Nation CAP water, regardless of whether the Navajo Nation CAP water is delivered for use by the Navajo Nation or in accordance with any lease, option to
lease, exchange, or option to exchange providing for the delivery to other persons of the Navajo Nation CAP water, shall be—

(I) nonreimbursable; and

(II) excluded from the repayment obligation of the Central Arizona Water Conservation District.

(xviii) NONREIMBURSABLE CAP CONSTRUCTION COSTS.—

(I) IN GENERAL.—With respect to the costs associated with the construction of the CAP system allocable to the Navajo Nation—

(aa) the costs shall be non-reimbursable; and

(bb) the Navajo Nation shall have no repayment obligation for the costs.

(II) CAPITAL CHARGES.—No CAP water service capital charges shall be due or payable for the Navajo Nation CAP water, regardless of whether the water is delivered for use by the Navajo Nation or is delivered under any lease, option to lease, ex-
change, or option to exchange the
Navajo Nation CAP water entered
into by the Navajo Nation.

SEC. 203. COLORADO RIVER ACCOUNTING.

(a) ACCOUNTING FOR THE TYPE OF WATER DELIVERED.—All deliveries of the Navajo Nation CAP water effected by the diversion of water from the San Juan River shall be accounted for as deliveries of CAP water.

(b) ACCOUNTING FOR AS LOWER BASIN USE IN ARIZONA REGARDLESS OF PLACE OF USE OR POINT OF DIVERSION.—All Navajo Nation CAP water delivered to and consumptively used by the Navajo Nation or lessees of the Navajo Nation pursuant to the settlement agreement and this Act shall be—

(1) accounted for as if the use had occurred in the lower basin, regardless of the point of diversion or place of use;

(2) credited as water reaching Lee Ferry pursuant to articles III(c) and III(d) of the Colorado River Compact;

(3) charged against the consumptive use apportionment made to the lower basin by article III(a) of the Colorado River Compact; and

(4) accounted for as part of and charged against the 2,800,000 afy of Colorado River water
apportioned to Arizona in article II(B)(1) of the decree.

(c) LIMITATIONS.—

(1) IN GENERAL.—Notwithstanding subsections (a) and (b) and subject to paragraphs (2) and (3), no water diverted by the Navajo-Gallup water supply project shall be accounted for as provided in subsections (a) and (b) until such time as the Secretary has developed and, as necessary, modified, in consultation with the Upper Colorado River Commission and the representatives of Governors on Colorado River Operations from each of the respective State signatories to the Colorado River Compact, all operational and decisional criteria, policies, contracts, guidelines, or other documents that control the operations of the Colorado River system reservoirs and diversion works, so as to adjust, account for, and offset the diversion of water apportioned to the State, pursuant to the Boulder Canyon Project Act (43 U.S.C. 617 et seq.), from a point of diversion on the San Juan River in New Mexico.

(2) MODIFICATIONS.—All modifications under paragraph (1) shall be—

(A) consistent with section 10603(c)(2)(A) of the Omnibus Public Land Management Act
of 2009 (Public Law 111–11; 123 Stat. 1384) and this Act; and

(B) applicable only for the duration of any diversion described in paragraph (1) pursuant to section 10603(c)(2)(B) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) and this Act.

(3) Administration.—Article II(B) of the decree shall be administered so that diversions from the mainstream of the Colorado River for the Central Arizona Project, as served under existing contracts with the United States by diversion works constructed before the date of enactment of this Act, shall be limited and reduced to offset any diversions of CAP water made pursuant to section 10603(c)(2)(B) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) and this Act.

(4) Effect of Subsection.—This subsection shall not—

(A) affect, in any manner, the quantity of water apportioned to the State pursuant to the Boulder Canyon Project Act (43 U.S.C. 617 et seq.) and the decree; or
(B) amend any provision of the decree or
the Colorado River Basin Project Act (43
U.S.C. 1501 et seq.).

SEC. 204. NO MODIFICATION OF EXISTING LAWS.

(a) NO MODIFICATION OR PREEMPTION OF OTHER
LAWS.—Unless expressly provided in this Act, nothing in
this Act modifies, conflicts with, preempts, or otherwise
affects—

(1) the Boulder Canyon Project Act (43 U.S.C.
617 et seq.);

(2) the Boulder Canyon Project Adjustment Act
(43 U.S.C. 618 et seq.);

(3) the Act of April 11, 1956 (commonly known
as the “Colorado River Storage Project Act”) (43
U.S.C. 620 et seq.);

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

(5) the Treaty between the United States of
America and Mexico respecting utilization of waters
of the Colorado and Tijuana Rivers and of the Rio
Grande, signed at Washington on February 3, 1944
(59 Stat. 1219);

(6) the Colorado River Compact;

(7) the Upper Colorado River Basin Compact;

or
(8) the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 991).

(b) No Precedent.—Nothing in this Act—

(1) authorizes or establishes a precedent for any type of transfer of Colorado River system water between the upper basin and the lower basin; or

(2) expands the authority of the Secretary in the upper basin.

(c) Preservation of Existing Rights.—

(1) In General.—Rights to the consumptive use of water available to the upper basin from the Colorado River system under the Colorado River Compact and the Upper Colorado River Basin Compact shall not be reduced or prejudiced by any use of water pursuant to section 10603(c) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) or this Act.

(2) No Effect on Duties and Powers.—Nothing in this Act impairs, conflicts with, or otherwise changes the duties and powers of the Upper Colorado River Commission.

(d) Unique Situation.—Diversions through the Navajo-Gallup water supply project consistent with this Act address critical tribal and non-Indian water supply needs under unique circumstances, including—
the intent to benefit Indian tribes in the United States;

(2) the location of the Navajo Nation in both the upper basin and the lower basin;

(3) the intent to address critical Indian and non-Indian water needs in the State; and

(4) the lack of other reasonable options available for developing a firm, sustainable supply of municipal water for the Navajo Nation in the State.

(e) EFFICIENT USE.—The diversions and uses authorized for the Navajo-Gallup water supply project under this Act represent unique and efficient uses of Colorado River apportionments in a manner that Congress has determined would be consistent with the obligations of the United States to the Navajo Nation.

SEC. 205. AMENDMENTS.

(a) AMENDMENTS TO THE OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009.—

(1) DEFINITIONS.—Section 10302 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407 note; Public Law 111–11) is amended—

(A) in paragraph (2), by striking “Arrellano” and inserting “Arellano”; and

(B) in paragraph (27), by striking “75–185” and inserting “75–184”.

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(2) Delivery and Use of Navajo-Gallup water supply project water.—Section 10603(c) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) is amended—

(A) in paragraph (1)(A), by striking “Lower Basin and” and inserting “Lower Basin or”; and

(B) in paragraph (2)(A)—

(i) in clause (i), by striking “Article III(c)” and inserting “Articles III(c)”;

(ii) in clause (ii)(II), by striking “Article III(c)” and inserting “Articles III(c)”.

(3) Project Contracts.—Section 10604(f)(1) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1391) is amended by inserting “Project” before “water.”

(4) Authorization of Appropriations.—Section 10609 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1395) is amended—

(A) in paragraphs (1) and (2) of subsection (b), by striking “construction or rehabilitation” each place it appears and inserting
“planning, design, construction, rehabilitation,”;

(B) in subsection (e)(1), by striking “2 percent” and inserting “4 percent”; and

(C) in subsection (f)(1), by striking “4 percent” and inserting “2 percent”.

(5) AGREEMENT.—Section 10701(e) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1400) is amended in paragraphs (2)(A), (2)(B), and (3)(A) by striking “and Contract” each place it appears.

(b) AMENDMENTS TO THE ARIZONA WATER SETTLEMENTS ACT OF 2004.—Section 104(a)(1)(B)(ii) of the Arizona Water Settlements Act of 2004 (Public Law 108–451; 118 Stat. 3487) is amended in the first sentence by striking “claims to water in Arizona” and inserting “claims to the Little Colorado River in Arizona.”

(c) EFFECTIVE DATES.—The amendments made by subsections (a)(2)(A) and (b) take effect on the date of publication in the Federal Register of the statement of findings described in section 201(b).
SEC. 206. RETENTION OF LOWER COLORADO RIVER WATER FOR FUTURE LOWER COLORADO RIVER SETTLEMENT.

(a) Retention of CAP NIA Priority Water.—Notwithstanding section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487), the Secretary shall retain until January 1, 2031—

(1) 22,589 afy of the CAP NIA priority water referred to in section 104(a)(1)(A)(iii) of that Act (Public Law 108–451; 118 Stat. 3487) for use in a future settlement of the claims of the Navajo Nation to Lower Colorado River water; and

(2) 1,000 afy of the CAP NIA priority water referred to in section 104(a)(1)(A)(iii) of that Act (Public Law 108–451; 118 Stat. 3487) for use in a future settlement of the claims of the Hopi Tribe to Lower Colorado River water.

(b) Retention of Fourth Priority Mainstream Colorado River Water.—The Secretary shall retain—

(1) 2,000 afy of the 3,500 afy of uncontracted Arizona fourth priority Colorado River water referred to in section 11.3 of the Arizona Water Settlement Agreement, among the Director of the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Secretary, dated August 16, 2004, for use in a future...
settlement of the claims of the Navajo Nation to Lower Colorado River water; and

(2) 1,500 afy of the 3,500 afy of uncontracted Arizona fourth priority Colorado River water referred to in subparagraph 11.3 of the Arizona Water Settlement Agreement, among the Director of the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Secretary, dated August 16, 2004, for use in a future settlement of the claims of the Hopi Tribe to Lower Colorado River water.

(c) CONDITIONS.—

(1) NAVajo NATION.—If Congress does not approve a settlement of the claims of the Navajo Nation to Lower Colorado River water by January 1, 2031, the 22,589 afy of CAP NIA priority water referred to in subsection (a)(1) shall be available to the Secretary under section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(2) HoPI TRIBE.—If Congress does not approve a settlement of the claims of the Hopi Tribe to Lower Colorado River water by January 1, 2031, the 1,000 afy of CAP NIA priority water referred to in subsection (a)(2) shall be available to the Sec-
retary under section 104(a)(1)(B)(i) of the Arizona
Water Settlements Act (Public Law 108–451; 118
Stat. 3487).

(3) WATER RETAINED FOR THE NAVAJO NA-
TION.—

(A) IN GENERAL.—Except as provided in
subparagraph (B), the fourth priority Colorado
River water retained for the Navajo Nation
under subsection (b)(1) shall not be allocated,
nor shall any contract be issued under the
Boulder Canyon Project Act (42 U.S.C. 617 et
seq.) for the use of the water, until a final In-
dian water rights settlement for the Navajo Na-
tion has been approved by Congress, resolving
the claims of the Navajo Nation to Lower Colo-
rado River water within the State.

(B) ADJUDICATION OF NAVAJO NATION
CLAIMS.—

(i) IN GENERAL.—Except as provided
in paragraph (1) and subparagraph (C), if
the claims of the Navajo Nation to Lower
Colorado River water are fully and finally
adjudicated through litigation without a
settlement of those claims, the 22,589 afy
of CAP NIA priority water referred to in
subsection (a)(1) and the 2,000 afy of fourth priority Colorado River water referred to in subsection (b)(1)—

(I) shall no longer be retained as provided in those subsections; but

(II) shall be used to satisfy, in whole or in part, any rights of the Navajo Nation to Lower Colorado River water determined through that litigation.

(ii) MANNER AND EXTENT OF DISTRIBUTION.—

(I) IN GENERAL.—Notwithstanding the last sentence of section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487), the manner and extent to which the water described in clause (i) shall be used to satisfy any rights of the Navajo Nation shall be determined by the court in the litigation.

(II) CAP NIA PRIORITY WATER.—To the extent that any of the CAP NIA priority water is not
needed to satisfy any rights of the Navajo Nation described in clause (i), the water shall be available to the Secretary under section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(III) Fourth priority Colorado River water.—To the extent that any of the fourth priority Colorado River water is not needed to satisfy any rights of the Navajo Nation described in clause (i), the water shall be retained by the Secretary for uses relating to Indian water right settlements in the State.

(C) Termination of retention of cap water.—

(i) In general.—If the Navajo Nation files an action against the United States regarding the claims of the Navajo Nation to Lower Colorado River water or the operation of the Lower Colorado River after the Navajo Nation dismisses the court case described in section 109(e) and
before January 1, 2031, the Secretary may, prior to any judicial determination of
the claims asserted in the action, terminate
the retention of the 22,589 afy of CAP
NIA priority water described in subsection
(a)(1).

(ii) REQUIREMENTS FOLLOWING TER-
MINATION.—If the Secretary terminates
the retention of the 22,589 afy of CAP
NIA priority water under this subsection,
the Secretary shall—

(I) promptly give written notice
of that action to the Navajo Nation
and the Arizona Department of Water
Resources; and

(II) use the 22,589 afy of CAP
NIA priority water as provided in sec-
section 104(a)(1)(B)(i) of the Arizona
Water Settlements Act (Public Law

(4) WATER RETAINED FOR HOPI TRIBE.—

(A) IN GENERAL.—Except as provided in
subparagraph (B), the fourth priority Colorado
River water retained for the Hopi Tribe under
subsection (b)(2) shall not be allocated, nor
shall any contract be issued under the Boulder
Canyon Project Act (43 U.S.C. 617 et seq.) for
the use of the water, until a final Indian water
rights settlement for the Hopi Tribe and the
Navajo Nation has been approved by Congress,
resolving the claims of the Hopi Tribe and the
Navajo Nation to Lower Colorado River water
within the State.

(B) ADJUDICATION OF HOPI TRIBE
CLAIMS.—

(i) IN GENERAL.—Except as provided
in paragraph (1) and subparagraph (C), if
the claims of the Hopi Tribe to the Lower
Colorado River are fully and finally adju-
dicated through litigation without a settle-
ment of those claims, the 1,000 afy of
CAP NIA priority water referred to in sub-
section (a)(2) and the 1,500 afy of fourth
priority Colorado River water referred to
in subsection (b)(2)—

(I) shall no longer be retained as
provided in those subsections; but
(II) shall be used to satisfy, in
whole or in part, any rights of the
Hopi Tribe to Lower Colorado River

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water determined through that litigation.

(ii) MANNER AND EXTENT OF DISTRIBUTION OF WATER.—

(I) IN GENERAL.—Notwithstanding the last sentence of section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487), the manner and extent to which the water described in clause (i) shall be used to satisfy any rights of the Hopi Tribe shall be determined by the court in the litigation.

(II) CAP NIA PRIORITY WATER.—To the extent that any of the CAP NIA priority water is not needed to satisfy any rights of the Hopi Tribe described in clause (i), that water shall be available to the Secretary under section 104(A)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(III) FOURTH PRIORITY COLORADO RIVER WATER.—To the extent
that any of the fourth priority Colorado River water is not needed to satisfy any rights of the Hopi Tribe described in clause (i), that water shall be retained by the Secretary for uses relating to Indian water right settlements in the State.

(C) Termination of retention of CAP water.—

(i) In general.—If the Hopi Tribe files an action against the United States regarding the claims of the Hopi Tribe to Lower Colorado River water or the operation of the Lower Colorado River before January 1, 2031, the Secretary may, prior to any judicial determination of those claims, terminate the retention of the 1,000 afy of CAP NIA priority water described in subsection (a)(2).

(ii) Requirements following termination.—If the Secretary terminates the retention of the 1,000 afy of CAP NIA priority water under this subparagraph, the Secretary shall—
(I) promptly give written notice of that action to the Hopi Tribe and the Arizona Department of Water Resources; and

(II) use the 1,000 afy of CAP NIA priority water as provided in section 104(A)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(5) EFFECT OF SECTION.—Nothing in this section determines, confirms, or limits the validity or extent of the claims of the Navajo Nation and the Hopi Tribe to Lower Colorado River water.

SEC. 207. AUTHORIZATION OF APPROPRIATIONS FOR FEASIBILITY STUDY.

There is authorized to be appropriated to complete the feasibility investigations of the Western Navajo Pipeline component of the North Central Arizona Water Supply Study $3,300,000.