

BILL WILLIAMS RIVER WATER RIGHTS SETTLEMENT ACT
OF 2014

DECEMBER 1, 2014.—Committed to the Committee of the Whole House on the State
of the Union and ordered to be printed

Mr. HASTINGS of Washington, from the Committee on Natural
Resources, submitted the following

R E P O R T

[To accompany H.R. 4924]

[Including cost estimate of the Congressional Budget Office]

The Committee on Natural Resources, to whom was referred the bill (H.R. 4924) to direct the Secretary of the Interior to enter into the Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, to provide for the lease of certain land located within Planet Ranch on the Bill Williams River in the State of Arizona to benefit the Lower Colorado River Multi-Species Conservation Program, and to provide for the settlement of specific water rights claims in the Bill Williams River watershed in the State of Arizona, having considered the same, report favorably thereon with an amendment and recommend that the bill as amended do pass.

The amendment is as follows:

Strike all after the enacting clause and insert the following:

SECTION 1. SHORT TITLE.

This Act may be cited as the “Bill Williams River Water Rights Settlement Act of 2014”.

SEC. 2. PURPOSES.

The purposes of this Act are—

(1) to achieve a fair, equitable, and final settlement of certain claims among certain parties to water rights in the Bill Williams River watershed in the State of Arizona for—

(A) the Hualapai Tribe (acting on behalf of the Tribe and members of the Tribe); and

(B) the Department of the Interior, acting on behalf of the Department and, as specified, the United States as trustee for the Hualapai Tribe, the members of the Tribe, and the allottees;

(2) to approve, ratify, and confirm—

(A) the Big Sandy River-Planet Ranch Water Rights Settlement Agreement entered into among the Hualapai Tribe, the United States as trustee for the Tribe, the members of the Tribe and allottees, the Secretary of the Interior, the Arizona department of water resources, Freeport Minerals Corporation, and the Arizona Game and Fish Commission, to the extent the Big Sandy River-Planet Ranch Agreement is consistent with this Act; and

(B) the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement entered into among the Tribe, the United States as trustee for the Tribe, members of the Tribe, the allottees, and the Freeport Minerals Corporation, to the extent the Hualapai Tribe Agreement is consistent with this Act;

(3) to authorize and direct the Secretary—

(A) to execute the duties and obligations of the Secretary under the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, and this Act;

(B)(i) to remove objections to the applications for the severance and transfer of certain water rights, in partial consideration of the agreement of the parties to impose certain limits on the extent of the use and transferability of the severed and transferred water right and other water rights; and

(ii) to provide confirmation of those water rights; and

(C) to carry out any other activity necessary to implement the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement in accordance with this Act;

(4) to advance the purposes of the Lower Colorado River Multi-Species Conservation Program;

(5) to secure a long-term lease for a portion of Planet Ranch, along with appurtenant water rights primarily along the Bill Williams River corridor, for use in the Conservation Program;

(6) to bring the leased portion of Planet Ranch into public ownership for the long-term benefit of the Conservation Program; and

(7) to secure from the Freeport Minerals Corporation non-Federal contributions—

(A) to support a tribal water supply study necessary for the advancement of a settlement of the claims of the Tribe for rights to Colorado River water; and

(B) to enable the Tribe to secure Colorado River water rights and appurtenant land, increase security of the water rights of the Tribe, and facilitate a settlement of the claims of the Tribe for rights to Colorado River water.

SEC. 3. DEFINITIONS.

In this Act:

(1) **ADWR.**—The term “ADWR” means the Arizona department of water resources, established pursuant to title 45 of the Arizona Revised Statutes (or a successor agency or entity).

(2) **ALLOTMENT.**—The term “allotment” means the 4 off-reservation parcels held in trust by the United States for individual Indians in the Big Sandy River basin in Mohave County, Arizona, under the patents numbered 1039995, 1039996, 1039997, and 1019494.

(3) **ALLOTTEE.**—The term “allottee” means any Indian owner of an allotment under a patent numbered 1039995, 1039996, 1039997, or 1019494.

(4) **ARIZONA GAME AND FISH COMMISSION.**—The term “Arizona Game and Fish Commission” means the entity established pursuant to title 17 of the Arizona Revised Statutes to control the Arizona game and fish department (or a successor agency or entity).

(5) **BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE.**—The term “Bagdad Mine Complex and Bagdad Townsite” means the geographical area depicted on the map attached as exhibit 2.9 to the Big Sandy River-Planet Ranch Agreement.

(6) **BIG SANDY RIVER-PLANET RANCH AGREEMENT.**—The term “Big Sandy River-Planet Ranch Agreement” means the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated July 2, 2014, and any amendment or exhibit (including exhibit amendments) to that Agreement that is—

(A) made in accordance with this Act; or

(B) otherwise approved by the Secretary and the parties to the Big Sandy River-Planet Ranch Agreement.

(7) **BILL WILLIAMS RIVER WATERSHED.**—The term “Bill Williams River watershed” means the watershed drained by the Bill Williams River and the tributaries of that river, including the Big Sandy and Santa Maria Rivers.

(8) **CONSERVATION PROGRAM.**—The term “Conservation Program” has the meaning given the term “Lower Colorado River Multi-Species Conservation Pro-

gram” in section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1327).

(9) CORPORATION.—

(A) IN GENERAL.—The term “Corporation” means the Freeport Minerals Corporation, incorporated in the State of Delaware.

(B) INCLUSIONS.—The term “Corporation” includes all subsidiaries, affiliates, successors, and assigns of the Freeport Minerals Corporation (such as Byner Cattle Company, incorporated in the State of Nevada).

(10) DEPARTMENT.—The term “Department” means the Department of the Interior and all constituent bureaus of that Department.

(11) ENFORCEABILITY DATE.—The term “enforceability date” means the date described in section 9.

(12) FREEPORT GROUNDWATER WELLS.—

(A) IN GENERAL.—The term “Freeport Groundwater Wells” means the 5 wells identified by ADWR well registration numbers—

- (i) 55–592824;
- (ii) 55–595808;
- (iii) 55–595810;
- (iv) 55–200964; and
- (v) 55–908273.

(B) INCLUSIONS.—The term “Freeport Groundwater Wells” includes any replacement of a well referred to in subparagraph (A) drilled by or for the Corporation to supply water to the Bagdad Mine Complex and Bagdad Townsite.

(C) EXCLUSIONS.—The term “Freeport Groundwater Wells” does not include any other well owned by the Corporation at any other location.

(13) HUALAPAI TRIBE AGREEMENT.—The term “Hualapai Tribe Agreement” means the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement dated July 2, 2014, including any amendment or exhibit (including exhibit amendments) to that Agreement that is—

(A) made in accordance with this Act; or

(B) otherwise approved by the Secretary and the parties to the Agreement.

(14) HUALAPAI TRIBE WATER RIGHTS SETTLEMENT AGREEMENT.—The term “Hualapai Tribe Water Rights Settlement Agreement” means the comprehensive settlement agreement in the process of negotiation as of the date of enactment of this Act to resolve the claims of the Tribe for rights to Colorado River water and Verde River water with finality.

(15) INJURY.—

(A) IN GENERAL.—The term “injury”, with respect to a water right, means any interference with, diminution of, or deprivation of the water right under Federal, State, or other law.

(B) EXCLUSION.—The term “injury” does not include any injury to water quality.

(16) LINCOLN RANCH.—The term “Lincoln Ranch” means the property owned by the Corporation described in the special warranty deed recorded on December 4, 1995, at Book 1995 and Page 05874 in the official records of La Paz County, Arizona.

(17) PARCEL 1.—The term “Parcel 1” means the parcel of land that—

(A) is depicted as 3 contiguous allotments identified as 1A, 1B, and 1C on the map attached to the Big Sandy River-Planet Ranch Agreement as exhibit 2.10; and

(B) is held in trust for certain allottees.

(18) PARCEL 2.—The term “Parcel 2” means the parcel of land that—

(A) is depicted on the map attached to the Big Sandy River-Planet Ranch Agreement as exhibit 2.10; and

(B) is held in trust for certain allottees.

(19) PARCEL 3.—The term “Parcel 3” means the parcel of land that—

(A) is depicted on the map attached to the Big Sandy River-Planet Ranch Agreement as exhibit 2.10;

(B) is held in trust for the Tribe; and

(C) is part of the Hualapai Reservation pursuant to Executive Order 1368 of June 2, 1911.

(20) PARTY.—The term “party” means an individual or entity that is a signatory to—

(A) the Big Sandy River-Planet Ranch Agreement; or

(B) the Hualapai Tribe Agreement.

(21) PLANET RANCH.—The term “Planet Ranch” means the property owned by the Corporation described—

(A) in the special warranty deed recorded on December 14, 2011, at Book 2011 and Page 05267 in the official records of La Paz County, Arizona; and
 (B) as Instrument No. 2011-062804 in the official records of Mohave County, Arizona.

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

(23) SEVER AND TRANSFER APPLICATIONS.—The term “sever and transfer applications” means the applications filed or amended by the Corporation and pending on the date of enactment of this Act to sever and transfer certain water rights—

(A) from Lincoln Ranch and from Planet Ranch to the Wikieup Wellfield for use at the Bagdad Mine Complex and Bagdad Townsite; and

(B) from portions of Planet Ranch (as determined on the date on which the applications were filed or amended) to new locations within Planet Ranch.

(24) TRIBE.—The term “Tribe” means the Hualapai Tribe, organized under section 16 of the Act of June 18, 1934 (25 U.S.C. 476) (commonly known as the “Indian Reorganization Act”), and recognized by the Secretary.

(25) WATER RIGHT.—The term “water right” means—

(A) any right in or to groundwater, surface water, or effluent under Federal, State, or other law; and

(B) for purposes of subsections (d) and (e) of section 5, any right to Colorado River water.

(26) WIKIEUP WELLFIELD.—The term “Wikieup Wellfield” means the geographical area depicted on the map attached as exhibit 2.10 to the Big Sandy River-Planet Ranch Agreement.

SEC. 4. BIG SANDY RIVER-PLANET RANCH AGREEMENT.

(a) IN GENERAL.—Except to the extent that any provision of, or amendment to, the Big Sandy River-Planet Ranch Agreement conflicts with this Act—

(1) the Big Sandy River-Planet Ranch Agreement is authorized, ratified, and confirmed; and

(2) any amendment to the Big Sandy River-Planet Ranch Agreement executed to make the Big Sandy River-Planet Ranch Agreement consistent with this Act is authorized, ratified, and confirmed.

(b) EXECUTION.—To the extent that the Big Sandy River-Planet Ranch Agreement does not conflict with this Act, and in support of the purposes of this Act, the Secretary shall execute—

(1) the Big Sandy River-Planet Ranch Agreement (including all exhibits to the Big Sandy River-Planet Ranch Agreement requiring the signature of the Secretary);

(2) any amendment to the Big Sandy River-Planet Ranch Agreement (including any amendment to an exhibit of the Big Sandy River-Planet Ranch Agreement requiring the signature of the Secretary) that is necessary to make the Big Sandy River-Planet Ranch Agreement consistent with this Act; and

(3) a conditional withdrawal of each objection filed by the Bureau of Indian Affairs, the Bureau of Land Management, and the United States Fish and Wildlife Service to the sever and transfer applications in the form set forth in exhibit 4.2.1(ii)(b) to the Big Sandy River-Planet Ranch Agreement.

(c) MODIFICATIONS AND CORRECTIONS.—The Secretary may execute any other amendment to the Big Sandy River Planet-Ranch Agreement (including any amendment to an exhibit to the Big Sandy River-Planet Ranch Agreement requiring the signature of the Secretary) that is not inconsistent with this Act, if the amendment—

(1) is approved by the Secretary and the parties to the Big Sandy River-Planet Ranch Agreement; and

(2) does not require approval by Congress.

(d) PROHIBITION.—The Secretary shall not file an objection to any amendment to the sever and transfer applications or any new sever or transfer application filed by the Corporation to accomplish the sever and transfer of 10,055 acre-feet per year of water rights from Planet Ranch and Lincoln Ranch to the Wikieup Wellfield, subject to the condition that the form of such an amendment or new application shall be substantially similar to a form attached to the Big Sandy River-Planet Ranch Agreement as exhibit 4.2.1(ii)(a)(1) or 4.2.1(ii)(a)(2).

SEC. 5. HUALAPAI TRIBE AGREEMENT.

(a) IN GENERAL.—Except to the extent that any provision of, or amendment to, the Hualapai Tribe Agreement conflicts with this Act—

(1) the Hualapai Tribe Agreement is authorized, ratified, and confirmed; and

- (2) any amendment to the Hualapai Tribe Agreement executed to make the Hualapai Tribe Agreement consistent with this Act is authorized, ratified, and confirmed.
- (b) EXECUTION.—To the extent that the Hualapai Tribe Agreement does not conflict with this Act, and in support of the purposes of this Act, the Secretary shall execute—
- (1) the Hualapai Tribe Agreement (including all exhibits to the Hualapai Tribe Agreement requiring the signature of the Secretary); and
 - (2) any amendment to the Hualapai Tribe Agreement (including any amendment to an exhibit of the Hualapai Tribe Agreement requiring the signature of the Secretary) that is necessary to make the Hualapai Tribe Agreement consistent with this Act.
- (c) MODIFICATIONS AND CORRECTIONS.—The Secretary may execute any other amendment to the Hualapai Tribe Agreement (including any amendment to an exhibit to the Hualapai Tribe Agreement requiring the signature of the Secretary) that is not inconsistent with this Act, if the amendment—
- (1) is approved by the Secretary and the parties to the Hualapai Tribe Agreement; and
 - (2) does not require approval by Congress.
- (d) CONTRIBUTION OF CORPORATION TO ECONOMIC DEVELOPMENT FUND.—
- (1) IN GENERAL.—The contribution of the Corporation to the economic development fund of the Tribe, as provided in section 8.1 of the Hualapai Tribe Agreement—
- (A) may be used by the Tribe for the limited purpose of facilitating settlement of the claims of the Tribe for rights to Colorado River water by enabling the Tribe—
 - (i) to acquire Colorado River water rights with the intent to increase the security of the water rights of the Tribe; and
 - (ii) to otherwise facilitate the use of water on the Hualapai Reservation;
 - (B) shall be considered to be a non-Federal contribution that counts toward any non-Federal contribution associated with a settlement of the claims of the Tribe for rights to Colorado River water; and
 - (C) shall not be—
 - (i) considered to be trust funds; or
 - (ii) subject to responsibility or management by the United States as trustee for the Tribe, members of the Tribe, and the allottees.
- (2) LIMITATION ON TRANSFER OF WATER RIGHTS.—The Colorado River water rights acquired by the Tribe may be used off the Hualapai Reservation only for irrigation of acquired appurtenant land, or for storage in accordance with Federal and State law in a permitted recharge facility in the State of Arizona, subject to the conditions that—
- (A) the Tribe shall not seek to transfer or sell accumulated long-term storage credits generated from the storage of the acquired Colorado River water rights; and
 - (B) the Tribe shall not seek approval to change the place of use of the acquired Colorado River water rights, except for the purposes of storing the water in accordance with this paragraph.
- (3) EXPIRATION.—The limitation provided under paragraph (2) expires on the earlier of—
- (A) the date on which the Hualapai Tribe Water Rights Settlement Agreement becomes enforceable; and
 - (B) December 31, 2039.
- (4) COLORADO RIVER WATER RIGHTS COUNTED AGAINST CLAIMS OF TRIBE.—
- (A) IN GENERAL.—If the Hualapai Tribe Water Rights Settlement Agreement does not become enforceable by December 31, 2039, any Colorado River water rights acquired by the Tribe with the contribution of the Corporation to the economic development fund of the Tribe shall be counted, on an acre-foot per acre-foot basis, toward the claims of the Tribe for rights to Colorado River water in any subsequent settlement or adjudication of those claims.
- (B) EFFECT OF PARAGRAPH.—Nothing in this paragraph restricts any claim for rights of the Tribe to Colorado River water in any subsequent settlement or adjudication.
- (e) FUTURE LIMITATIONS ON LAND TAKEN INTO TRUST.—As provided in section 10.11 of the Hualapai Tribe Agreement, the parties to the Hualapai Tribe Agreement shall negotiate in good faith with other parties the terms under which any land within the State of Arizona held or acquired in fee by the Tribe may be taken into trust by the United States for the benefit of the Tribe, with any applicable

terms to be incorporated into the Hualapai Tribe Water Rights Settlement Agreement, subject to approval by Congress.

SEC. 6. WAIVERS, RELEASES, AND RETENTION OF CLAIMS.

(a) CLAIMS BY DEPARTMENT UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT.—

(1) **IN GENERAL.**—Except as provided in paragraph (3), the Secretary is authorized to execute a waiver and release of all claims of the Department, acting in its own capacity, against the Corporation under Federal, State, or any other law for—

(A) all past and present claims for injury to water rights resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells arising prior to the enforceability date;

(B) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement; and

(C) all past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement.

(2) **EFFECTIVE DATE.**—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in exhibit 7.2(ii) to the Big Sandy River-Planet Ranch Agreement; and

(B) take effect on the enforceability date.

(3) **RETENTION OF RIGHTS.**—The Department shall retain all rights not expressly waived under paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or this Act in any court of competent jurisdiction (but not a tribal court); and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or this Act.

(b) CLAIMS BY TRIBE AND UNITED STATES AS TRUSTEE UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT.—

(1) **IN GENERAL.**—Except as provided in paragraph (3), the Tribe and the United States, acting as trustee for the Tribe and members of the Tribe, are authorized to execute a waiver and release of all claims against the Corporation for—

(A) any water rights of the Tribe or the United States as trustee for the Tribe and members of the Tribe with respect to Parcel 3 in excess of 300 acre-feet per year;

(B) all past and present claims for injury to water rights arising before the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells; and

(C) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement.

(2) **EFFECTIVE DATE.**—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in exhibit 7.1(ii) to the Hualapai Tribe Agreement; and

(B) take effect on the enforceability date.

(3) **RETENTION OF RIGHTS.**—The Tribe and the United States, acting as trustee for the Tribe and members of the Tribe, shall retain all rights not expressly waived under paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or this Act in any court of competent jurisdiction (but not a tribal court); and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or this Act.

(c) CLAIMS BY UNITED STATES AS TRUSTEE FOR ALLOTTEES UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT.—

(1) **IN GENERAL.**—Except as provided in paragraph (3), the United States, acting as trustee for the allottees, is authorized to execute a waiver and release of all claims against the Corporation for—

- (A) any water rights of the allottees or the United States as trustee for the allottees with respect to—
- (i) Parcel 1 in excess of 82 acre-feet per year; or
 - (ii) Parcel 2 in excess of 312 acre-feet per year;
- (B) all past and present claims for injury to water rights arising before the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells; and
- (C) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement.
- (2) EFFECTIVE DATE.—The waivers and releases of claims under paragraph (1) shall—
- (A) be in the form set forth in exhibit 7.1(ii) to the Hualapai Tribe Agreement; and
 - (B) take effect on the enforceability date.
- (3) RETENTION OF RIGHTS.—The United States, acting as trustee for the allottees, shall retain all rights not expressly waived under paragraph (1), including the right—
- (A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or this Act in any court of competent jurisdiction (but not a tribal court); and
 - (B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or this Act.
- (d) CLAIMS BY TRIBE AND UNITED STATES AS TRUSTEE UNDER HUALAPAI TRIBE AGREEMENT.—
- (1) IN GENERAL.—Except as provided in paragraph (3), the Tribe and the United States, acting as trustee for the Tribe, members of the Tribe, and the allottees, as part of the performance of obligations under the Hualapai Tribe Agreement, are authorized to execute a waiver and release of all claims that the Tribe or the United States as trustee for the Tribe, members of the Tribe, or the allottees may have against the Corporation under Federal, State, or any other law, for—
- (A) all past and present claims for injury to water rights resulting from the diversion of water by the Corporation from the Bill Williams River watershed arising prior to the enforceability date;
 - (B) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Bill Williams River watershed in a manner not in violation of the Hualapai Tribe Agreement or the Big Sandy River-Planet Ranch Agreement; and
 - (C) all past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Hualapai Tribe Agreement.
- (2) EFFECTIVE DATE.—The waivers and releases of claims under paragraph (1) shall—
- (A) be in the form set forth in exhibit 7.1(ii) to the Hualapai Tribe Agreement; and
 - (B) take effect on the enforceability date.
- (3) RETENTION OF RIGHTS.—The Tribe and the United States, acting as trustee for the Tribe, the members of the Tribe, and the allottees, shall retain all rights not expressly waived under paragraph (1), including the right to assert—
- (A) subject to paragraph 10.5 of the Hualapai Tribe Agreement, a claim for breach of, or to seek enforcement of, the Hualapai Tribe Agreement or this Act in any court of competent jurisdiction (but not a tribal court);
 - (B) any claim for injury to, or to seek enforcement of, the rights of the Tribe under any applicable judgment or decree approving or incorporating the Hualapai Tribe Agreement; and
 - (C) any past, present, or future claim to water rights that is not inconsistent with the Hualapai Tribe Agreement or this Act.
- (e) CLAIMS BY TRIBE AGAINST UNITED STATES UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT AND HUALAPAI TRIBE AGREEMENT.—
- (1) IN GENERAL.—In consideration for the benefits to the Tribe, as set forth in the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, and this Act, except as provided in paragraph (3), the Tribe, on behalf of the Tribe and the members of the Tribe, is authorized to execute a waiver and release of all claims against the United States and the agents and employees of the United States for—
- (A) all past, present, and future claims relating to claims for water rights for Parcel 3 in excess of 300 acre-feet per year that the United States, act-

ing as trustee for the Tribe, asserted or could have asserted against any party to the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement, including the Corporation, including claims relating to—

(i) loss of water, water rights, land, or natural resources due to loss of water or water rights on Parcel 3 (including damages, losses, or injuries to hunting, fishing, and gathering rights due to loss of water, water rights, or subordination of water rights); or

(ii) failure to protect, acquire, replace, or develop water, water rights, or water infrastructure on Parcel 3;

(B) all past, present, and future claims relating to injury to water rights associated with Parcel 3 arising from withdrawal of a protest to the sever and transfer applications referenced in the Big Sandy River-Planet Ranch Agreement;

(C) all claims relating to injury to water rights arising after the enforceability date associated with Parcel 3, resulting from the diversion of water by the Corporation from the Bill Williams River watershed in a manner not in violation of the Hualapai Tribe Agreement; and

(D) all past, present, and future claims relating to any potential injury arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement.

(2) EFFECTIVE DATE.—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in, as applicable—

(i) exhibit 7.6(ii) to the Big Sandy River-Planet Ranch Agreement; or

(ii) exhibit 7.3(ii) to the Hualapai Tribe Agreement; and

(B) take effect on the enforceability date.

(3) RETENTION OF RIGHTS.—The Tribe shall retain all rights not expressly waived under paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, or this Act in any court of competent jurisdiction (but not a tribal court); and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, or this Act.

SEC. 7. ADMINISTRATION.

(a) AMENDMENTS.—

(1) DEFINITIONS.—Section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1327) is amended—

(A) by redesignating paragraphs (1) through (5) as paragraphs (2) through (6), respectively; and

(B) by inserting before paragraph (2) (as so redesignated) the following:

“(1) BIG SANDY RIVER-PLANET RANCH AGREEMENT.—The term ‘Big Sandy River-Planet Ranch Agreement’ has the meaning given the term in section 3 of the Bill Williams River Water Rights Settlement Act of 2014.”

(2) ENFORCEABILITY.—Section 9403 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1328) is amended—

(A) by striking the section designation and heading and all that follows through “Due to” in subsection (a) and inserting the following:

“SEC. 9403. ENFORCEABILITY.

“(a) CIVIL ACTIONS.—

“(1) COLORADO RIVER CIVIL ACTIONS.—

“(A) DESCRIPTION OF CIVIL ACTION.—Due to”; and

(B) in subsection (a) (as amended by subparagraph (A))—

(i) in paragraph (1) (as so amended), by adding at the end the following:

“(B) VENUE.—Any civil action under this paragraph may be brought in any United States district court in the State in which any non-Federal party to the civil action is situated.”; and

(ii) by adding at the end the following:

“(2) BILL WILLIAMS CIVIL ACTIONS.—

“(A) DESCRIPTION OF CIVIL ACTION.—Due to the unique role of the Lower Colorado River Multi-Species Conservation Program in resolving competing water rights claims in the Bill Williams River watershed (as defined in section 3 of the Bill Williams River Water Rights Settlement Act of 2014) and other claims among the parties to the Big Sandy-River Planet Ranch Agreement, any party to the Big Sandy River-Planet Ranch Agreement may com-

mence a civil action in a court described in subparagraph (B) relating only and directly to the interpretation or enforcement of—

- “(i) the Bill Williams River Water Rights Settlement Act of 2014; or
- “(ii) the Big Sandy River-Planet Ranch Agreement.

“(B) VENUE.—A civil action under this paragraph may be brought in—

- “(i) the United States District Court for the District of Arizona; or
- “(ii) a State court of competent jurisdiction where a pending action has been brought to adjudicate the water rights associated with the Bill Williams River system and source, in accordance with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the ‘McCarran Amendment’) (43 U.S.C. 666).”;

(3) in subsection (b)—

(A) by striking “The district” and inserting the following:

“(1) IN GENERAL.—The district”;

(B) in paragraph (1) (as so designated), by striking “such actions” and inserting “civil actions described in subsection (a)(1)”;

(C) by adding at the end the following:

“(2) STATE COURTS AND DISTRICT COURTS.—A State court or United States district court—

“(A) shall have jurisdiction over civil actions described in subsection (a)(2); and

“(B) may issue such orders, judgments, and decrees as are consistent with the exercise of jurisdiction by the court pursuant to—

“(i) this section; or

“(ii) section 7 of the Bill Williams River Water Rights Settlement Act of 2014.

“(3) EFFECT OF SUBSECTION.—Nothing in this subsection affects the jurisdiction that would otherwise be available in accordance with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the ‘McCarran Amendment’) (43 U.S.C. 666).”;

(4) in subsection (d)(2), by striking the paragraph designation and heading and all that follows through subparagraph (A) and inserting the following:

“(2) APPLICABILITY.—This section—

“(A) applies only to—

“(i) the Lower Colorado River Multi-Species Conservation Program;

“(ii) the Bill Williams River Water Rights Settlement Act of 2014;

and

“(iii) the Big Sandy River-Planet Ranch Agreement; and”;

(5) by striking subsection (e).

(b) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

(1) IN GENERAL.—If any party to the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement brings a civil action in a court described in paragraph (2) relating only and directly to the interpretation or enforcement of this Act (or an amendment made by this Act), the Big Sandy River-Planet Ranch Agreement, or the Hualapai Tribe Agreement—

(A) the Tribe and the United States, acting as trustee for the Tribe, members of the Tribe, or the allottees, may be named as a party or joined in the civil action; and

(B) any claim by the Tribe or the United States, acting as trustee for the Tribe, members of the Tribe, or the allottees, to sovereign immunity from the civil action is waived, but only for the limited and sole purpose of the interpretation or enforcement of this Act (or an amendment made by this Act), the Big Sandy River-Planet Ranch Agreement, or the Hualapai Tribe Agreement.

(2) VENUE.—A court referred to in paragraph (1) is—

(A) the United States District Court for the District of Arizona; or

(B) a State court of competent jurisdiction where a pending action has been brought to adjudicate the water rights associated with the Bill Williams River system and source, in accordance with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the “McCarran Amendment”) (43 U.S.C. 666).

(3) JURISDICTION.—A State court or a United States district court—

(A) shall have jurisdiction over civil actions described in paragraph (1); and

(B) may issue such orders, judgments, and decrees as are consistent with the exercise of jurisdiction by the court pursuant to—

(i) this section; or

(ii) section 9403(b) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1328).

(4) **NONWAIVER FOR CERTAIN CLAIMS.**—Nothing in this subsection waives the sovereign immunity of the Tribe or the United States, acting as trustee for the Tribe, members of the Tribe, or the allottees, to claims for monetary damages, costs, or attorneys' fees.

(c) **ANTIDEFICIENCY.**—

(1) **IN GENERAL.**—Notwithstanding any authorization of appropriations to carry out this Act, the expenditure or advance of any funds, and the performance of any obligation by the Department in any capacity, pursuant to this Act shall be contingent on the appropriation of funds for that expenditure, advance, or performance.

(2) **LIABILITY.**—The Department shall not be liable for the failure to carry out any obligation or activity authorized by this Act if adequate appropriations are not provided to carry out this Act.

(d) **PUBLIC ACCESS.**—Nothing in this Act prohibits reasonable public access to the Conservation Program land at Planet Ranch or Lincoln Ranch in a manner that is consistent with all applicable Federal and State laws and any applicable conservation management plan implemented under the Conservation Program.

(e) **EFFECT.**—Nothing in the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, or this Act—

(1) affects the ability of the United States to carry out any action in the capacity of the United States as trustee for any other Indian tribe or allottee;

(2) except as provided in subsections (a) and (b), confers jurisdiction on any State court—

(A) to interpret Federal law or determine the duties of the United States or any other party pursuant to Federal law; or

(B) to conduct judicial review of a Federal agency action; or

(3) limits the right of any member of the Tribe (acting in an individual capacity) to assert or acquire any water right based on State law.

SEC. 8. ENVIRONMENTAL COMPLIANCE.

(a) **IN GENERAL.**—In implementing the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, and this Act, the Secretary shall comply with all applicable Federal environmental laws (including regulations), including—

(1) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); and

(2) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(b) **EXECUTION OF AGREEMENTS.**—The execution by the Secretary of the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement in accordance with this Act shall not constitute a major Federal action for purposes of section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332).

(c) **UNITED STATES ENFORCEMENT AUTHORITY.**—Nothing in this Act, the Big Sandy River-Planet Ranch Agreement, or the Hualapai Tribe Agreement affects any right of the United States to take any action (including any environmental action) under any law (including regulations and common law) relating to human health, safety, or the environment.

SEC. 9. ENFORCEABILITY DATE.

(a) **IN GENERAL.**—Except as provided in subsection (b), the enforceability date shall be the date on which the Secretary publishes in the Federal Register a statement of findings that—

(1)(A) to the extent that the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement conflict with this Act, the applicable agreement has been revised by amendment to eliminate the conflict; and

(B) the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement have been executed by all parties to those agreements;

(2) the Corporation has submitted to ADWR a conditional amendment of the sever and transfer applications for the Lincoln Ranch water right and amendments to the sever and transfer applications for Planet Ranch and Lincoln Ranch water rights consistent with section 4.2.1(ii)(a) of the Big Sandy River-Planet Ranch Agreement;

(3) the Secretary and the Arizona Game and Fish Commission have executed and filed with ADWR a conditional withdrawal of each objection described in section 4(b)(3);

(4)(A) ADWR has issued a conditional order approving the sever and transfer applications of the Corporation; and

(B) all objections to the sever and transfer applications have been—

(i) conditionally withdrawn; or

(ii) resolved in a decision issued by ADWR that is final and nonappealable;

(5) the Secretary has provided a notice to the parties to the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement that the Department has completed the legally required environmental compliance described in section 8;

(6) the steering committee for the Conservation Program has approved and authorized the manager of the Conservation Program to execute the lease in the form as set forth in exhibit 2.33 to the Big Sandy River-Planet Ranch Agreement; and

(7) the waivers and releases authorized by section 6 have been executed by the Tribe and the Secretary.

(b) RATIFICATION AND EXECUTION OF AGREEMENTS.—Notwithstanding subsection (a), for purposes of sections 4, 5, and 8, the Secretary shall carry out the requirements of this Act as promptly as practicable after the date of enactment of this Act.

(c) FAILURE OF ENFORCEABILITY DATE TO OCCUR.—If the Secretary does not publish a statement of findings under subsection (a) by December 15, 2015, or an extended date agreed to by the Tribe, the Secretary, and the Corporation, after providing reasonable notice to the State of Arizona—

(1) this Act is repealed effective beginning on the later of—

(A) December 31, 2015; and

(B) the date that is 14 days after the extended date agreed to by the Tribe, the Secretary, and the Corporation, after providing reasonable notice to the State of Arizona;

(2) any action taken by the Secretary to carry out this Act shall cease, and any agreement executed pursuant to this Act, shall be void; and

(3) the Tribe, members of the Tribe, the allottees, and the United States, acting as trustee for the Tribe, members of the Tribe, and the allottees, shall retain the right to assert past, present, and future claims to water rights and claims for injury to water rights in the Bill Williams River watershed.

PURPOSE OF THE BILL

The purpose of H.R. 4924 is to direct the Secretary of the Interior to enter into the Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, to provide for the lease of certain land located within Planet Ranch on the Bill Williams River in the State of Arizona to benefit the Lower Colorado River Multi-Species Conservation Program, and to provide for the settlement of specific water rights claims in the Bill Williams River watershed in the State of Arizona.

BACKGROUND AND NEED FOR LEGISLATION

H.R. 4924 resolves parts of a water rights dispute in western Arizona's Bill Williams River watershed. The legislation aims to provide some water supply certainty for the Hualapai Tribe, the State of Arizona, the federal government and a local mine. The bill costs the American taxpayer nothing, but it is necessary at the federal level due to the federal trust responsibility to the Tribe.

Freeport-McMoRan operates and owns a large copper mine in Bagdad, Arizona, that provides an annual economic impact of \$339 million to the State of Arizona and 4,000 direct and indirect jobs, according to the company. Current operation and expansion of the mine requires sufficient local water resources.

This legislation seeks to resolve a dispute over some of those water resources and competing interests. H.R. 4924 specifically focuses on resolution of certain water right issues in the Bill Williams River basin involving the Tribe, the Department of the Interior, the Arizona Game and Fish Commission, and Freeport. In return for securing various benefits for the Tribe and the United States, the various parties have agreed to drop their objections to Freeport's application for a certain amount of water used to sup-

port mine operations. This bill is limited in scope, as it is expected that future negotiations will address the Tribe's water right claims in two other river basins, the Colorado and the Verde, with the intent of achieving a comprehensive settlement of all the Tribe's water right claims for its main reservation.

H.R. 4924 authorizes and codifies two agreements to bring about water supply certainty: the Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement.

The Big Sandy River-Planet Ranch Water Rights Settlement Agreement allows for certain water rights owned by Freeport on the Planet Ranch to be severed and transferred to support the company's mine operation. The United States, acting on behalf of the Tribe, initially objected to Freeport's application to divert these water rights, citing the fact that the Tribe owned parcels in the area that might be negatively affected by Freeport's water use. In response, Freeport agreed to cap its water use as well as recognize the Tribe's right to pump and utilize water resources on its parcels. This agreement specifically enables a portion of Freeport's water rights on the Planet Ranch to be moved upstream to the Wikieup Wellfield owned by Freeport along the Big Sandy River, a tributary to the Bill Williams River. However, Freeport agreed to a "diversion limitation" or a cap on its withdrawals from the wellfield and other specified groundwater wells at its historic maximum pumping level of 10,055 acre-feet per year. Because of this agreement, the Department of the Interior and the Tribe agreed to waive their claims and drop their objections to Freeport's severance and transfer request.

This agreement also allows Freeport to donate 3,400 acres of land at the Planet Ranch to the Arizona Game and Fish Department to be managed as part of the State's responsibility under the Multi-Species Conservation Program (MSCP) in the lower Colorado River. The MSCP is a 50-year federal/state/local habitat conservation plan for Arizona, California, and Nevada. It was created to accommodate "current water diversions and power production, and will optimize opportunities for future water and power development by providing [Endangered Species Act] compliance." The plan calls for the creation of over 8,100 acres of habitat for fish and wildlife species and the production of over 1.2 million native fish to augment existing populations. The end result of this bill is that the State receives much of the land on Planet Ranch but Freeport retains much of the water for its operations. The Planet Ranch transactions in the Agreement are important in terms of water supply certainty. Arizona water law requires that the beneficial use of water rights not lapse for more than five years. Failure to put such water rights to use during that time frame can result in the forfeiture of those water rights. Since Freeport completed the purchase of Planet Ranch in December 2011, this legislation must be signed into law and the water rights on Planet Ranch must be put to beneficial use by December 2016.

The Hualapai Tribe Bill Williams River Water Rights Settlement Agreement is the second agreement confirmed by this legislation and would include non-Federal funding of certain measures that lay the groundwork for a later comprehensive settlement of all of the Tribe's water rights in the State of Arizona. Specifically, the

Tribe benefits from an immediate \$1 million financial contribution by Freeport for water and infrastructure studies. Freeport has also agreed to make a substantial contribution to the Tribe's Economic Development Trust.

COMMITTEE ACTION

H.R. 4924 was introduced on June 20, 2014 by Congressman Paul A. Gosar (R-AZ). The bill was referred to the Committee on Natural Resources, and within the Committee to the Subcommittee on Water and Power. On September 19, 2014, the Subcommittee held a hearing on the bill. On November 19, 2014, the Natural Resources Committee met to consider the bill. The Subcommittee on Water and Power was discharged by unanimous consent. Congressman Gosar offered an amendment in the nature of a substitute designated .188; the amendment was adopted by unanimous consent. No further amendments were offered and the bill, as amended, was then adopted and ordered favorably reported to the House of Representatives by unanimous consent.

COMMITTEE OVERSIGHT FINDINGS AND RECOMMENDATIONS

Regarding clause 2(b)(1) of rule X and clause 3(c)(1) of rule XIII of the Rules of the House of Representatives, the Committee on Natural Resources' oversight findings and recommendations are reflected in the body of this report.

COMPLIANCE WITH HOUSE RULE XIII

1. Cost of Legislation. Clause 3(d)(1) of rule XIII of the Rules of the House of Representatives requires an estimate and a comparison by the Committee of the costs which would be incurred in carrying out this bill. After consulting with the Congressional Budget Office, the Committee has concluded that enactment of the bill will have no significant effect on direct spending or revenue, and will not otherwise have a significant net effect on the federal budget.

2. Section 308(a) of Congressional Budget Act. As required by clause 3(c)(2) of rule XIII of the Rules of the House of Representatives and section 308(a) of the Congressional Budget Act of 1974, this bill does not contain any new budget authority, spending authority, credit authority, or an increase or decrease in revenues or tax expenditures.

3. General Performance Goals and Objectives. As required by clause 3(c)(4) of rule XIII, the general performance goal or objective of this bill is to direct the Secretary of the Interior to enter into the Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, to provide for the lease of certain land located within Planet Ranch on the Bill Williams River in the State of Arizona to benefit the Lower Colorado River Multi-Species Conservation Program, and to provide for the settlement of specific water rights claims in the Bill Williams River watershed in the State of Arizona.

EARMARK STATEMENT

This bill does not contain any Congressional earmarks, limited tax benefits, or limited tariff benefits as defined under clause 9(e), 9(f), and 9(g) of rule XXI of the Rules of the House of Representatives.

COMPLIANCE WITH PUBLIC LAW 104–4

This bill contains no unfunded mandates.

COMPLIANCE WITH H. RES. 5

Directed Rule Making. The Chairman does not believe that this bill directs any executive branch official to conduct any specific rule-making proceedings.

Duplication of Existing Programs. This bill does not establish or reauthorize a program of the federal government known to be duplicative of another program. Such program was not included in any report from the Government Accountability Office to Congress pursuant to section 21 of Public Law 111–139 or identified in the most recent Catalog of Federal Domestic Assistance published pursuant to the Federal Program Information Act (Public Law 95–220, as amended by Public Law 98–169) as relating to other programs.

PREEMPTION OF STATE, LOCAL OR TRIBAL LAW

This bill is not intended to preempt any State, local or tribal law.

CHANGES IN EXISTING LAW MADE BY THE BILL, AS REPORTED

In compliance with clause 3(e) of rule XIII of the Rules of the House of Representatives, changes in existing law made by the bill, as reported, are shown as follows (existing law proposed to be omitted is enclosed in black brackets, new matter is printed in italic, existing law in which no change is proposed is shown in roman):

OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009

* * * * *

**TITLE IX—BUREAU OF RECLAMATION
AUTHORIZATIONS**

* * * * *

**Subtitle E—Lower Colorado River Multi-
Species Conservation Program****SEC. 9401. DEFINITIONS.**

In this subtitle:

(1) *BIG SANDY RIVER-PLANET RANCH AGREEMENT.*—The term “Big Sandy River-Planet Ranch Agreement” has the meaning given the term in section 3 of the Bill Williams River Water Rights Settlement Act of 2014.

[(1)] (2) LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION PROGRAM.—The term “Lower Colorado River Multi-Species Conservation Program” or “LCR MSCP” means the cooperative effort on the Lower Colorado River between Federal and non-Federal entities in Arizona, California, and Nevada approved by the Secretary of the Interior on April 2, 2005.

[(2)] (3) LOWER COLORADO RIVER.—The term “Lower Colorado River” means the segment of the Colorado River within the planning area as provided in section 2(B) of the Implementing Agreement, a Program Document.

[(3)] (4) PROGRAM DOCUMENTS.—The term “Program Documents” means the Habitat Conservation Plan, Biological Assessment and Biological and Conference Opinion, Environmental Impact Statement/Environmental Impact Report, Funding and Management Agreement, Implementing Agreement, and Section 10(a)(1)(B) Permit issued and, as applicable, executed in connection with the LCR MSCP, and any amendments or successor documents that are developed consistent with existing agreements and applicable law.

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

[(5)] (6) STATE.—The term “State” means each of the States of Arizona, California, and Nevada.

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SEC. 9403. ENFORCEABILITY [OF PROGRAM DOCUMENTS].

(a) **[IN GENERAL] CIVIL ACTIONS.**—

(1) **COLORADO RIVER CIVIL ACTIONS.**—

(A) **DESCRIPTION OF CIVIL ACTION.**—Due to the unique conditions of the Colorado River, any party to the Funding and Management Agreement or the Implementing Agreement, and any permittee under the Section 10(a)(1)(B) Permit, may commence a civil action in United States district court to adjudicate, confirm, validate or decree the rights and obligations of the parties under those Program Documents.

(B) **VENUE.**—*Any civil action under this paragraph may be brought in any United States district court in the State in which any non-Federal party to the civil action is situated.*

(2) **BILL WILLIAMS CIVIL ACTIONS.**—

(A) **DESCRIPTION OF CIVIL ACTION.**—*Due to the unique role of the Lower Colorado River Multi-Species Conservation Program in resolving competing water rights claims in the Bill Williams River watershed (as defined in section 3 of the Bill Williams River Water Rights Settlement Act of 2014) and other claims among the parties to the Big Sandy-River Planet Ranch Agreement, any party to the Big Sandy River-Planet Ranch Agreement may commence a civil action in a court described in subparagraph (B) relating only and directly to the interpretation or enforcement of—*

- (i) *the Bill Williams River Water Rights Settlement Act of 2014; or*
- (ii) *the Big Sandy River-Planet Ranch Agreement.*

(B) *VENUE.*—A civil action under this paragraph may be brought in—

(i) the United States District Court for the District of Arizona; or

(ii) a State court of competent jurisdiction where a pending action has been brought to adjudicate the water rights associated with the Bill Williams River system and source, in accordance with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the “McCarran Amendment”) (43 U.S.C. 666).

(b) *JURISDICTION.*—**【The district】**

(1) *IN GENERAL.*—The district court shall have jurisdiction over **【such actions】** civil actions described in subsection (a)(1) and may issue such orders, judgments, and decrees as are consistent with the court’s exercise of jurisdiction under this section.

(2) *STATE COURTS AND DISTRICT COURTS.*—A State court or United States district court—

(A) shall have jurisdiction over civil actions described in subsection (a)(2); and

(B) may issue such orders, judgments, and decrees as are consistent with the exercise of jurisdiction by the court pursuant to—

(i) this section; or

(ii) section 7 of the Bill Williams River Water Rights Settlement Act of 2014.

(3) *EFFECT OF SUBSECTION.* Nothing in this subsection affects the jurisdiction that would otherwise be available in accordance with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the “McCarran Amendment”) (43 U.S.C. 666).

(c) *UNITED STATES AS DEFENDANT.*—

(1) *IN GENERAL.*—The United States or any agency of the United States may be named as a defendant in such actions.

(2) *SOVEREIGN IMMUNITY.*—Subject to paragraph (3), the sovereign immunity of the United States is waived for purposes of actions commenced pursuant to this section.

(3) *NONWAIVER FOR CERTAIN CLAIMS.*—Nothing in this section waives the sovereign immunity of the United States to claims for money damages, monetary compensation, the provision of indemnity, or any claim seeking money from the United States.

(d) *RIGHTS UNDER FEDERAL AND STATE LAW.*—

(1) *IN GENERAL.*—Except as specifically provided in this section, nothing in this section limits any rights or obligations of any party under Federal or State law.

【(2) APPLICABILITY TO LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION PROGRAM.—This section—】

【(A) shall apply only to the Lower Colorado River Multi-Species Conservation Program; and】

(2) *APPLICABILITY.*—This section—

(A) applies only to—

(i) the Lower Colorado River Multi-Species Conservation Program;

(ii) the Bill Williams River Water Rights Settlement Act of 2014; and

(iii) the Big Sandy River-Planet Ranch Agreement; and

(B) shall not affect the terms of, or rights or obligations under, any other conservation plan created pursuant to any Federal or State law.

[(e) VENUE.—Any suit pursuant to this section may be brought in any United States district court in the State in which any non-Federal party to the suit is situated.]

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