IN THE SENATE OF THE UNITED STATES

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

A BILL

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

Be it enacted by the Senate and House of Representa-
tives 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 “Tule River Tribe Reserved Water Rights Settlement Act of 2022”.

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

Sec. 1. Short title; table of contents.
Sec. 2. Purposes.
Sec. 3. Definitions.
Sec. 4. Ratification of 2007 Agreement.
Sec. 5. Tribal Water Right.
Sec. 6. Tule River Tribe trust accounts.
Sec. 7. Funding.
Sec. 8. Transfer of land into trust.
Sec. 9. Satisfaction of claims.
Sec. 10. Waivers and releases of claims.
Sec. 11. Enforceability Date.
Sec. 12. Binding effect; judicial approval; enforceability.
Sec. 13. Miscellaneous provisions.

1 SEC. 2. PURPOSES.

The purposes of this Act are—

(1) to achieve a fair, equitable, and final settlement of claims to water rights in the State of California for—

(A) the Tule River Tribe; and

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

(2) to authorize, ratify, and confirm the 2007 Agreement entered by the Tribe, the South Tule Independent Ditch Company, and the Tule River Association, to the extent that the 2007 Agreement is consistent with this Act;

(3) to authorize and direct the Secretary—

(A) to execute the 2007 Agreement; and

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

(4) to authorize funds necessary for the implementation of the 2007 Agreement and this Act; and
(5) to authorize the transfer of certain lands to
the Tribe, to be held in trust.

SEC. 3. DEFINITIONS.

In this Act:

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

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

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

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

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

(A) the Tule River Association and its successors and assigns;

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

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

(5) Enforceability Date.—The term “Enforceability Date” means the date described in section 11.

(6) OM&R.—

(A) In general.—The term “OM&R” means operation, maintenance, and replacement.

(B) Inclusions.—The term “OM&R” includes—

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

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

(iii) any activity relating to repairing or replacing a feature of a project.
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(7) Reservation; Tule River Reservation.—The terms “Reservation” and “Tule River Reservation” mean the reservation of lands set aside for the Tribe by the Executive Orders of January 9, 1873, October 3, 1873, and August 3, 1878, including lands added to the Reservation pursuant to section 8.

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

(9) South Tule Independent Ditch Company.—The term “South Tule Independent Ditch Company” means the nonprofit mutual water company incorporated in 1895, which provides water diverted from the South Fork of the Tule River to its shareholders on lands downstream from the Tule River Reservation.

(10) Tribal Water Right.—The term “Tribal Water Right” means the water rights ratified, confirmed, and declared to be valid for the benefit of the Tribe as set forth and described in the 2007 Agreement and this Act.

(11) Tribe.—The term “Tribe” means the Tule River Indian Tribe of the Tule River Reservation, California, a federally recognized Indian Tribe.
(12) **TRUST FUND.**—The term “Trust Fund” means the Tule River Indian Tribe Settlement Trust Fund established under section 6(a).

(13) **TULE RIVER ASSOCIATION.**—

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

(B) **INCLUSIONS.**—The term “Tule River Association” includes the Pioneer Water Company, the Vandalia Irrigation District, the Porterville Irrigation District, and the Lower Tule River Irrigation District.

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

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

(a) **Ratification.**—
(1) IN GENERAL.—Except as modified by this Act and to the extent that the 2007 Agreement does not conflict with this Act, the 2007 Agreement is authorized, ratified, and confirmed.

(2) AMENDMENTS.—If an amendment to the 2007 Agreement, or to any exhibit attached to the 2007 Agreement requiring the signature of the Secretary, is executed in accordance with this Act to make the 2007 Agreement consistent with this Act, the amendment is authorized, ratified, and confirmed.

(b) EXECUTION.—

(1) IN GENERAL.—To the extent the 2007 Agreement does not conflict with this Act, the Secretary shall execute the 2007 Agreement, including all exhibits to, or parts of, the 2007 Agreement requiring the signature of the Secretary.

(2) MODIFICATIONS.—Nothing in this Act prohibits the Secretary, after execution of the 2007 Agreement, from approving any modification to the 2007 Agreement, including any exhibit to the 2007 Agreement, that is consistent with this Act, to the extent that the modification does not otherwise require congressional approval under section 2116 of
the Revised Statutes (25 U.S.C. 177) or any other applicable provision of Federal law.

(c) Environmental Compliance.—

(1) In general.—In implementing the 2007 Agreement and this Act, the Secretary shall comply with all applicable provisions of—

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

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

(C) other applicable Federal environmental laws and regulations.

(2) Compliance.—

(A) In general.—In implementing the 2007 Agreement and this Act, the Tribe shall prepare any necessary environmental documents, consistent with all applicable provisions of—

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

(ii) the National Environmental Policy Act of 1969 (42 U.S.C. 4231 et seq.), including the implementing regulations of that Act; and
(iii) all other applicable Federal environmental laws and regulations.

(B) AUTHORIZATIONS.—The Secretary shall—

(i) independently evaluate the documentation submitted under subparagraph (A); and

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

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

(4) COSTS.—Any costs associated with the performance of the compliance activities under this subsection shall be paid from funds deposited in the Trust Fund, subject to the condition that any costs associated with the performance of Federal approval or other review of such compliance work or costs associated with inherently Federal functions shall remain the responsibility of the Secretary.

SEC. 5. TRIBAL WATER RIGHT.

(a) CONFIRMATION OF TRIBAL WATER RIGHT.—
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(1) IN GENERAL.—The Tribal Water Right is ratified, confirmed, and declared valid.

(2) QUANTIFICATION.—The Tribal Water Right includes the right to divert and use or permit the div-

ergence and use of up to 5,828 acre-feet per year of surface water from the South Fork Tule River, as
described in the 2007 Agreement and as confirmed in the decree entered by the Court pursuant to sub-
sections (b) and (c) of section 12.

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

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

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

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

(c) AUTHORITY OF THE TULE RIVER TRIBE.—

(1) IN GENERAL.—The Tule River Tribe shall have the authority to allocate and distribute the Tribal Water Right for use on the Reservation in ac-
cordance with the 2007 Agreement, this Act, and applicable Federal law.

(d) Administration.—

(1) No alienation.—The Tribe shall not permanently alienate any portion of the Tribal Water Right.

(2) Purchases or grants of land from Indians.—An authorization provided by this Act for the allocation, distribution, leasing, or other arrangement entered into pursuant to this Act shall be considered to satisfy any requirement for authorization of the action by treaty or convention imposed by section 2116 of the Revised Statutes (25 U.S.C. 177).

(3) Prohibition on forfeiture.—The non-use of all or any portion of the Tribal Water Right by any water user shall not result in the forfeiture, abandonment, relinquishment, or other loss of all or any portion of the Tribal Water Right.

SEC. 6. TULE RIVER TRIBE TRUST ACCOUNTS.

(a) Establishment.—The Secretary shall establish a trust fund, to be known as the “Tule River Indian Tribe Settlement Trust Fund”, to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of
the Treasury, consisting of the amounts deposited in the Trust Fund under subsection (e), together with any interest earned on those amounts, for the purpose of carrying out this Act.

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

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

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

(c) DEPOSITS.—The Secretary shall deposit—

(1) in the Tule River Tribe Water Development Projects Account established under subsection (b)(1), the amounts made available pursuant to section 7(a)(1); and

(2) in the Tule River Tribe OM&R Account established under subsection (b)(2), the amounts made available pursuant to section 7(a)(2).

(d) MANAGEMENT AND INTEREST.—

(1) MANAGEMENT.—On receipt and deposit of funds into the accounts in the Trust Fund pursuant to subsection (c), the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in accordance with the investment authority of the Secretary under—
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(A) the first section of the Act of June 24,
1938 (52 Stat. 1037, chapter 648; 25 U.S.C.
162a);

(B) the American Indian Trust Fund Man-
et seq.); and

(C) this section.

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

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

(f) WITHDRAWALS.—

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

(A) IN GENERAL.—The Tribe may with-
draw any portion of the amounts in the Trust
Fund on approval by the Secretary of a Tribal
management plan submitted by the Tribe in acc-
cordance with the American Indian Trust Fund
4001 et seq.).

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

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

(2) WITHDRAWALS UNDER EXPENDITURE
PLAN.—
(A) IN GENERAL.—The Tribe may submit to the Secretary a request to withdraw amounts from the Trust Fund pursuant to an approved expenditure plan.

(B) REQUIREMENTS.—To be eligible to withdraw amounts under an expenditure plan under this paragraph, the Tribe shall submit to the Secretary an expenditure plan for any portion of the Trust Fund that the Tribe elects to withdraw pursuant to this subparagraph, subject to the condition that the amounts shall be used for the purposes described in this Act.

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

(D) APPROVAL.—The Secretary shall approve an expenditure plan submitted under this paragraph if the Secretary determines that the plan—

(i) is reasonable; and

(ii) is consistent with, and will be used for, the purposes of this Act.
(E) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan to ensure that amounts disbursed under this paragraph are used in accordance with this Act.

(g) EFFECT OF SECTION.—Nothing in this section gives the Tribe the right to judicial review of a determination of the Secretary relating to whether to approve a Tribal management plan under subsection (f)(1) or an expenditure plan under subsection (f)(2) except under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

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

(1) The Tule River Tribe Water Development Projects Account may only be used to plan, design, and construct Water Development Projects on the Tule River Reservation, and for the conduct of related activities, including for environmental compliance in the development and construction of projects under this Act.
(2) The Tule River Tribe OM&R Account may only be used for the OM&R of Water Development Projects.

(i) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Trust Fund by the Tribe under paragraphs (1) and (2) of subsection (f).

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

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

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

(m) EXPENDITURE REPORT.—The Tule River Tribe shall annually submit to the Secretary an expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan under this Act.
SEC. 7. FUNDING.

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

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

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

(b) FLUCTUATION IN COSTS.—

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

(2) CONSTRUCTION COSTS ADJUSTMENT.—The amounts authorized to be appropriated under subsection (a) shall be adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the
Secretary, including repricing applicable to the types of construction and current industry standards involved.

(3) Repetition.—The adjustment process under this subsection shall be repeated for each subsequent amount appropriated until the amount authorized, as adjusted, has been appropriated.

(4) Period of indexing.—The period of indexing adjustment under this subsection for any increment of funding shall end on the date on which the funds are deposited into the Trust Fund.

SEC. 8. TRANSFER OF LAND INTO TRUST.

(a) Transfer of Land to Trust.—

(1) In general.—Subject to valid existing rights, and the requirements of this subsection, all right, title, and interest of the United States in and to the land described in paragraph (2) shall be held in trust by the United States for the benefit of the Tribe as part of the Reservation upon the Enforce-ability Date, provided that the Tribal fee land described in paragraph (2)(C)—

(A) is free from any liens, encumbrances, or other infirmities; and
(B) has no existing evidence of any hazardous substances or other environmental liability.

(2) Lands to be held in trust.—The land referred to in paragraph (1) is the following:

(A) Bureau of Land Management lands.—


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

(iii) Approximately 38.77 acres of land located in—

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

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

(iv) Approximately 154.9 acres of land located in T. 22 S., R. 30 E., sec. 34, NW¼SW¼ and SW¼SW¼, Lots 2 and 3.

(v) Approximately 40.00 acres of land located in T. 22 S., R. 30 E., sec. 34, NE¼SE¼.
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(vi) Approximately 375.17 acres of land located in—

(I) T. 22 S., R. 30 E., sec. 35, S\(\frac{1}{2}\)NE\(\frac{1}{4}\), N\(\frac{1}{2}\)SE\(\frac{1}{4}\), and SE\(\frac{1}{4}\)SE\(\frac{1}{4}\), Lots 3, 4, and 6; and

(II) T. 23 S., R. 30 E., sec. 2, S\(\frac{1}{2}\)NE\(\frac{1}{4}\), Lots 6 and 7.

(vii) Approximately 60.43 acres of land located in—

(I) T. 22 S., R. 30 E., sec. 35, SW\(\frac{1}{4}\)SW\(\frac{1}{4}\); and


(viii) Approximately 15.48 acres of land located in T. 21 S., R. 30 E., sec. 31 in that portion of the NW\(\frac{1}{4}\) lying between Lots 8 and 9.

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

(B) Forest Service lands.—Approximately 9,037 acres of land comprising the headwaters area of the South Fork Tule River watershed located east of and adjacent to the Tule
River Indian Reservation, and more particularly described as follows:

(i) Commencing at the northeast corner of the Tule River Indian Reservation in T. 21 S., R. 31 E., sec. 16, Mount Diablo Base and Meridian, running thence east and then southeast along the ridge of mountains dividing the waters of the South Fork of the Tule River and Middle Fork of the Tule River, continuing south and then southwest along the ridge of mountains dividing the waters of the South Fork of the Tule River and the Upper Kern River until intersecting with the southeast corner of the Tule River Indian Reservation in T. 22 S., R. 31 E., sec. 28, thence from such point north along the eastern boundary of the Tule River Indian Reservation to the place of beginning.

(ii) The area encompasses—

(I) all of secs. 22, 23, 26, 27, 34, 35, and portions of secs. 13, 14, 15, 16, 21, 24, 25, 28, 33, and 36, in T. 21 S., R. 31 E.; and
(II) all of secs. 3 and 10, and portions of secs. 1, 2, 4, 9, 11, 14, 15, 16, 21, 22, 27, and 28, in T. 22 S., R. 31 E.

(C) **TRIBALLY OWNED FEE LANDS.**—

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

(I) The SW¼ and that portion of the SE¼ of sec. 9 in T. 22 S., R. 29 E., Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, lying south and west of the center line of the South Fork of the Tule River, as such river existed on June 9, 1886, in the County of Tulare, State of California; excepting therefrom an undivided one-half interest in and to the oil, gas, minerals, and other hydrocarbon substances in, on, or under such land, as reserved by Alice King Henderson, a single woman, by Deed dated January 22, 1959, and Recorded February 18,
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(II) An easement over and across that portion of the SW\(\frac{1}{4}\) of sec. 10 in T. 22 S., R. 29 E., Mount Diablo Base and Meridian, County of Tulare, State of California, more particularly described as follows:

(aa) Beginning at the intersection of the west line of the SW\(\frac{1}{4}\) of sec. 10, and the south bank of the South Tule Independent Ditch; thence south 20 rods; thence in an easterly direction, parallel with such ditch, 80 rods; thence north 20 rods, thence westerly along the south bank of such ditch 80 rods to the point of beginning; for the purpose of—

(AA) maintaining thereon an irrigation ditch between the headgate of the King Ditch situated on such land and the SW\(\frac{1}{4}\) and that
portion of the SE\(\frac{1}{4}\) of sec. 9 in T. 22 S., R. 29 E.,
lying south and west of the
centerline of the South Fork
of the Tule River, as such
deriver existed on June 9,
1886, in the County of
Tulare, State of California;
and

(BB) conveying therethrough water from the
South Fork of the Tule
River to the SW\(\frac{1}{4}\) and that
portion of the SE\(\frac{1}{4}\) of sec.
9 in T. 22 S., R. 29 E.,
lying south and west of the
centerline of the South Fork
of the Tule River, as such
deriver existed on June 9,
1886.

(bb) The easement described
in item (aa) shall follow the existing route of the King Ditch.

(ii) Approximately 640 acres of land

known as the Pierson/Diaz property in T.
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22 S., R. 29 E., sec. 16, Mount Diablo

Base and Meridian, in the County of
Tulare, State of California, according to
the official plat thereof.

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

(I) That portion of the S½ of
sec. 12 in T. 22 S., R. 28 E., Mount
Diablo Base and Meridian, in the
County of Tulare, State of California,
according to the official plat thereof,
lying south of the County Road known
as Reservation Road, excepting there-
from an undivided one-half interest in
all oil, gas, minerals, and other hydro-
carbon substances as reserved in the
deed from California Lands, Inc., to
Lovell J. Wilson and Genevieve P.
Wilson, recorded February 17, 1940,
in book 888, page 116, Tulare County
Official Records.

(II) The NW¼ of sec. 13 in T.
22 S., R. 28 E., Mount Diablo Base
and Meridian, in the County of
Tulare, State of California, according to the official plat thereof, excepting therefrom the south 1200 feet thereof.

(III) The south 1200 feet of the NW$^{1/4}$ of sec. 13 in T. 22 S., R. 28 E., Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof.

(iv) Approximately 157.22 acres of land situated in the unincorporated area of the County of Tulare, State of California, known as the Trailor property, and more particularly described as follows: The SW$^{1/4}$ of sec. 11 in T. 22 S., R. 28 E., Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, according to the official plat thereof.

(v) Approximately 89.45 acres of land known as the Tomato Patch in that portion of the SE$^{1/4}$ of sec. 11 in T. 22 S., R. 28 E., Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat of the
survey of such land on file in the Bureau
of Land Management at the date of the
issuance of the patent thereof, and more
particularly described as follows: Beginning
at the southeast corner of T. 22 S., R. 28
E., sec. 11, thence north and along the
east line of such sec. 11, 1342 feet, thence
south 83° 44' west 258 feet, thence north
84° 30' west 456 feet, thence north 65°
28' west 800 feet, thence north 68° 44'
west 295 feet, thence south 71° 40' west
700 feet, thence south 56° 41' west 240
feet to the west line of the SE ¼ of such
sec. 11, thence south 0° 21' west along
such west line of the SE ¼ of sec. 11,
thenence west 1427 feet to the southwest
corner of such SE ¼ of sec. 11, thence
south 89° 34' east 2657.0 feet to the point
of beginning, excepting therefrom—

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

(II) an undivided one-half inter-
est in all oil, gas, and minerals in and
under such lands, as reserved in the
Deed from Bank of America, a corporation, dated August 14, 1935, filed for record August 28, 1935, Fee Book 11904.

(vi) Approximately 160 acres of land known as the Smith Mill in the NW\(\frac{1}{4}\) of the NE\(\frac{1}{4}\), the N\(\frac{1}{2}\) of the NW\(\frac{1}{4}\), and the SE\(\frac{1}{4}\) of the NW\(\frac{1}{4}\) of sec. 20 in T. 21 S., R. 31 E., Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof.

(vii) Approximately 35 acres of land located within the exterior boundaries of the Tule River Reservation known as the Highway 190 parcel, with the legal description as follows: That portion of T. 21 S., R. 29 E., sec. 19, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, and more particularly described as follows: Commencing at a point in the south line of the N\(\frac{1}{2}\) of the S\(\frac{1}{2}\) of such sec. 19, such point being south 89° 54' 47" east, 1500.00 feet of the south-
west corner of such N½, thence north 52° 41’ 17” east, 1602.80 feet to the true point of beginning of the parcel to be described, thence north 32° 02’ 00” west, 1619.53 feet to a point in the southeastern line of State Highway 190 per deeds recorded May 5, 1958, in Book 2053, pages 608 and 613, Tulare County Official Records, thence north 57° 58’ 00” east, 232.29 feet, thence north 66° 33’ 24” east, 667.51 fee, thence departing the southeastern line of such Highway 190, south 44° 53’ 27” east, 913.62 feet, thence south 85° 53’ 27” east, 794.53 feet, thence south 52° 41’ 17” west, 1744.64 feet to the true point of beginning.

(viii) Approximately 61.91 acres of land located within the exterior boundaries of the Tule River Reservation known as the Shan King property, with the legal description as follows:

(I) Parcel 1: Parcel No. 1 of parcel map no. 4028 in the County of Tulare, State of California, as per the
map recorded in Book 41, page 32 of Tulare County Records.

(II)(aa) Parcel 2: That portion of T. 21 S., R. 29 E., sec. 19, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows: Commencing at a point in the south line of the N¹⁄₂ of the S¹⁄₂ of such sec. 19, such point being south 89° 54’ 58’’ east, 1500.00 feet of the southwest corner of such N¹⁄₂, thence north 52° 41’ 06’’ east, 1602.80 feet to the southwesterly corner of the 40.00 acre parcel shown on the Record of Survey recorded in Book 18, page 17, of Licensed Surveys, Tulare County Records, thence, north 32° 01’ 28’’ west, 542.04 feet along the southwesterly line of such 40.00 acre parcel to the true point of beginning of the parcel to be described, thence, continuing north 32° 01’ 28’’ west, 1075.50 feet to the northwesterly corner of such 40.00 acre parcel, thence north 57° 58’ 50’’
east, 232.31 feet along the southeastern line of State Highway 190, thence north 66° 34’ 12” east, 6.85 feet, thence, departing the southeastern line of State Highway 190 south 29° 27’ 29” east, 884.73 feet, thence south 02° 59’ 33” east, 218.00 feet, thence south 57° 58’ 31” west, 93.67 feet to the true point of beginning.

(bb) The property described in item (aa) is subject to a 100 foot minimum building setback from the right-of-way of Highway 190.

(III) Parcel 3: That portion of T. 21 S., R. 29 E., sec. 19, Mount Diablo Base and Meridian, County of Tulare, State of California, described as follows: Beginning at a point in the south line of the N\(\frac{1}{2}\) of the S\(\frac{1}{2}\) of such sec. 19, such point being south 89° 54’ 47” east, 1500.00 feet of the southwest corner of such N\(\frac{1}{2}\), thence north 7° 49’ 19” east, 1205.00 feet, thence north 40° 00’ 00” west, 850.00 feet to a point in the south-
easterly line of State Highway 190, per deeds recorded May 5, 1958, in Book 2053, pages 608 and 613, Tulare County Official Records, thence, north 57° 58’ 00” east, 941.46 feet, along the southeasterly line of such Highway 190, thence de- parting the southeasterly line of such Highway 190, south 32° 02’ 00” east, 1619.53 feet, thence south 52° 41’ 17” west, 1602.80 feet to the point of beginning, together with a three-quar- ters (3/4) interest in a water system, as set forth in that certain water sys- tem and maintenance agreement re- corded April 15, 2005, as document no. 2005-0039177.

(ix) Approximately 18.44 acres of land located within the exterior boundaries of the Tule River Reservation known as the Parking Lot 4 parcel with the legal de- 
scription as follows: That portion of the land described in that Grant Deed to Tule River Indian Tribe, recorded June 1, 2010 as document number 2010-0032879,
Tulare County Official Records, lying within the following described parcel: beginning at a point on the east line of the NW¼ of sec. 3 in T. 22 S., R. 28 E., Mount Diablo Meridian, lying south 0° 49' 43'' west, 1670.53 feet from the N¼ corner of such sec. 3, thence (1) south 89° 10' 17'' east, 46.50 feet; thence (2) north 0° 49' 43'' east, 84.08 feet; thence (3) north 33° 00' 00'' west, 76.67 feet to the south line of State Route 190 as described in that Grant Deed to the State of California, recorded February 14, 1958 in Volume 2038, page 562, Tulare County Official Records; thence (4) north 0° 22' 28'' east, 73.59 feet to the north line of the SE¼ of the NW¼ of such sec. 3; thence (5) south 89° 37' 32'' east, along such north line, 89.77 feet to the center-north sixteenth corner of such sec. 3; thence (6) south 0° 49' 43'' west, along such east line of the NW¼ of such sec. 3, a distance of 222.06 feet to the point of beginning. Containing 0.08 acres, more or less, in addition to that portion lying within Road 284. To-
gether with the underlying fee interest, if any, contiguous to the above-described property in and to Road 284. This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter’s rights including access rights, appurtenant to grantor’s remaining property, in and to such freeway. Reserving however, unto grantor, grantor’s successors or assigns, the right of access to the freeway over and across Courses (1) and (2) herein above described. The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Divide distances by 0.999971 to convert to ground distances.

(b) TERMS AND CONDITIONS.—

(1) EXISTING AUTHORIZATIONS.—Any Federal land transferred under this section shall be conveyed and taken into trust subject to valid existing rights, contracts, leases, permits, and rights-of-way, unless the holder of the right, contract, lease, permit, or right-of-way requests an earlier termination in accordance with existing law. The Bureau of Indian
Affairs shall assume all benefits and obligations of the previous land management agency under such existing rights, contracts, leases, permits, or rights-of-way, and shall disburse to the Tribe any amounts that accrue to the United States from such rights, contracts, leases, permits, or rights-of-ways after the date of transfer from any sale, bonus, royalty, or rental relating to that land in the same manner as amounts received from other land held by the Secretary in trust for the Tribe.

(2) Improvements.—Any improvements constituting personal property, as defined by State law, belonging to the holder of a right, contract, lease, permit, or right-of-way on lands transferred under this section shall remain the property of the holder and shall be removed not later than 90 days after the date on which the right, contract, lease, permit, or right-of-way expires, unless the Tribe and the holder agree otherwise. Any such property remaining beyond the 90-day period shall become the property of the Tribe and shall be subject to removal and disposition at the Tribe’s discretion. The holder shall be liable for the costs the Tribe incurs in removing and disposing of the property.

(c) Withdrawal of Federal Lands.—
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(1) IN GENERAL.—Subject to valid existing rights, effective on the date of enactment of this Act, all Federal lands within the parcels described in subsection (a)(2) are withdrawn from all forms of—

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

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

(C) disposition under all laws pertaining to mineral and geothermal leasing or mineral materials.

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

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

(e) SURVEY.—

(1) Unless the United States or the Tribe requests an additional survey for the transferred land or a technical correction is made under subsection
(d), the description of land under this section shall be controlling.

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

(3) The Secretary or the Secretary of Agriculture shall provide such assistance as may be appropriate—

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

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

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

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

(h) STATUS OF WATER RIGHTS ON TRANSFERRED LANDS.—Any water rights associated with lands trans-
ferred pursuant to subparagraphs (A) through (C) of subsection (a)(2) shall be held in trust for the Tribe but shall not be included in the Tribal Water Right.

SEC. 9. SATISFACTION OF CLAIMS.

The benefits provided under this Act shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Tribe against the United States that is waived and released by the Tribe under section 10(a).

SEC. 10. WAIVERS AND RELEASES OF CLAIMS.

(a) IN GENERAL.—

(1) Waivers and releases of claims by the Tribe and the United States as trustee for the Tribe.—Subject to the reservation of rights and retention of claims set forth in subsection (e), as consideration for recognition of the Tribe’s Tribal Water Right and other benefits described in the 2007 Agreement and this Act, the Tribe and the United States, acting as trustee for the Tribe, shall execute a waiver and release of all claims for the following:

(A) All claims for water rights within the State of California based on any and all legal theories that the Tribe or the United States acting as trustee for the Tribe, asserted or
could have asserted in any proceeding, including
a general stream adjudication, on or before the
Enforceability Date, except to the extent that
such rights are recognized in the 2007 Agree-
ment and this Act.

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

(2) WAIVER AND RELEASE OF CLAIMS BY THE
TRIBE AGAINST THE UNITED STATES.—Subject to
the reservation of rights and retention of claims
under subsection (c), the Tribe shall execute a waiv-
er and release of all claims against the United
States (including any agency or employee of the
United States) for water rights within the State of
California first arising before the Enforceability
Date relating to—
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(A) water rights within the State of California that the United States, acting as trustee for the Tribe, asserted or could have asserted in any proceeding, including a general stream adjudication, except to the extent that such rights are recognized as part of the Tribal Water Right under this Act;

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

(C) damage, loss, or injury to water, water rights, land, or natural 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 a failure to protect, acquire, replace, or develop water, water rights, or water infrastructure) within the State of California;

(D) a failure to establish or provide a municipal rural or industrial water delivery system on the Reservation;

(E) damage, loss, or injury to water, water rights, land, or natural resources due to con-
struction, operation, and management of irriga-

tion projects on the Reservation and other Fed-
eral land and facilities (including damages,
losses, or injuries to fish habitat, wildlife, and
wildlife habitat);

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

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

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

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

(J) the negotiation, execution, or adoption
of operational rules referred to in Article 3.4 of
the 2007 Agreement in connection with any res-
ervoir locations, including any claims related to
the resolution of operational rules pursuant to
the dispute resolution processes set forth in the
Article 8 of the 2007 Agreement, including
claims arising after the Enforceability Date;
and
(K) claims related to the creation or reduction of the Reservation, including any claims relating to the failure to ratify any treaties and any claims that any particular lands were intended to be set aside as a permanent homeland for the Tribe but were not included as part of the present Reservation.

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

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

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

(2) all claims relating to the right to use and protect water rights acquired after the date of enactment of this Act;

(3) claims regarding the quality of water under—
(A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), including claims for damages to natural resources;

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

(C) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) (commonly referred to as the “Clean Water Act”); and

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

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

(5) all rights, remedies, privileges, immunities, and powers not specifically waived and released pursuant to this Act or the 2007 Agreement.

(d) Effect of 2007 Agreement and Act.—Nothing in the 2007 Agreement or this Act—

(1) affects the authority of the Tribe to enforce the laws of the Tribe, including with respect to environmental protections or reduces or extends the sovereignty (including civil and criminal jurisdiction) of any government entity;
(2) affects the ability of the United States, acting as sovereign, to carry out any activity authorized by law, including—

(A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.);

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

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

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

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

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

(4) confers jurisdiction on any State court—

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

(B) to determine the duties of the United States or any other party under Federal law regarding health, safety, or the environment;

(C) to conduct judicial review of any Federal agency action; or
(D) to interpret Tribal law; or

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

(c) TOLLING OF CLAIMS.—

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

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

(3) LIMITATION.—Nothing in this section precludes the tolling of any period of limitations or any time-based equitable defense under any other applicable law.

(f) EXPIRATION.—

(1) IN GENERAL.—This Act shall expire in any case in which the Secretary fails to publish a statement of findings under section 11 by not later than—

(A) 8 years from the date of enactment of this Act; or
(B) such alternative later date as is agreed to by the Tribe and the Secretary, after providing reasonable notice to the State of California.

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

(A) the waivers and releases under subsection (a) shall—

(i) expire; and

(ii) have no further force or effect;

(B) the authorization, ratification, confirmation, and execution of the 2007 Agreement under section 4 shall no longer be effective;

(C) any action carried out by the Secretary, and any contract or agreement entered into pursuant to this Act, shall be void;

(D) any unexpended Federal funds appropriated or made available to carry out the activities authorized by this Act, together with any interest earned on those funds, and any water rights or contracts to use water and title to other property acquired or constructed with Federal funds appropriated or made available to carry out the activities authorized by this Act shall be returned to the Federal Government,
unless otherwise agreed to by the Tribe and the
United States and approved by Congress; and

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

(i) relating to—

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

(aa) the Tribe; or

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

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

(ii) in any future settlement of water
rights of the Tribe.
SEC. 11. ENFORCEABILITY DATE.

The Enforceability Date shall be the date on which the Secretary publishes in the Federal Register a statement of findings that—

1. to the extent that the 2007 Agreement conflicts with the Act, the 2007 Agreement has been amended to conform with this Act;

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

3. a final judgment and decree approving the 2007 Agreement and binding all parties to the action has been entered by the Court, and all appeals have been exhausted;

4. all of the amounts authorized to be appropriated under section 7(a) have been appropriated and deposited in the designated accounts; and

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

SEC. 12. BINDING EFFECT; JUDICIAL APPROVAL; ENFORCEABILITY.

(a) IN GENERAL.—Not later than 180 days after the Secretary has executed the 2007 Agreement, the Attorney General of the United States shall file suit in the Court requesting the entry of a final judgement and decree ap-
proving the Tribal Water Right and the 2007 Agreement. The Tribe and the Downstream Water Users shall be named as parties to the suit.

(b) JUDICIAL APPROVAL.—The Court shall have exclusive jurisdiction to review and determine whether to approve the 2007 Agreement, and over any cause of action initiated by any party to the 2007 Agreement arising from a dispute over the interpretation of the Agreement or this legislation, and any cause of action initiated by any party to the 2007 Agreement for the enforcement of Agreement.

(c) OPERATION RULES.—The Court shall have jurisdiction over any cause of action initiated by any party to the 2007 Agreement arising from the failure of the parties to reach agreement on operation rules for any reservoir and shall establish a procedure under which a mediator is appointed by the Court to assist the parties in resolving issues regarding operation rules for any reservoir. If the Court appointed mediation does not, after a reasonable amount of time as determined by the Court, result in an agreed set of reservoir operation rules, the Court shall determine which set of reservoir operation rules shall govern operation of the reservoir by determining which of the proffered set of operation rules, if implemented, would be the most effective by meeting the criteria set forth in section 8.2.B(3)(a) of the 2007 Agreement. Once the Court
selects operation rules pursuant to the standard set forth above, such rules shall thereafter control and shall be implemented by the parties pursuant to the terms directed by the Court.

SEC. 13. MISCELLANEOUS PROVISIONS.

(a) Waiver of Sovereign Immunity by the United States.—Nothing in this Act waives the sovereign immunity of the United States.

(b) Other Tribes Not Adversely Affected.—Nothing in this Act quantifies or diminishes any land or water right, or any claim or entitlement to land or water, of an Indian Tribe, band, or community other than the Tribe.

(c) Effect on Current Law.—Nothing in this Act affects any provision of law (including regulations) in effect on the day before the date of enactment of this Act with respect to pre-enforcement review of any Federal environmental enforcement action.

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

SEC. 14. ANTIDEFICIENCY.

The United States shall not be liable for any failure to carry out any obligation or activity authorized by this Act, including any obligation or activity under the 2007
Agreement if adequate appropriations are not provided by Congress expressly to carry out the purposes of this Act.