

118TH CONGRESS
2D SESSION

S. _____

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

IN THE SENATE OF THE UNITED STATES

Mr. KELLY (for himself and Ms. SINEMA) introduced the following bill; which was read twice and referred to the Committee on _____

A BILL

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

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

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

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Yavapai-Apache Nation Water Rights Settlement Act of
6 2024”.

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

2

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

TITLE I—YAVAPAI-APACHE NATION WATER RIGHTS SETTLEMENT
 AGREEMENT

- Sec. 101. Ratification and execution of the Yavapai-Apache Nation Water Rights Settlement Agreement.
 Sec. 102. Water rights.
 Sec. 103. Tú nííʔíʔníchoh Water Infrastructure Project.
 Sec. 104. Tú nííʔíʔníchoh Water Infrastructure Project Fund.
 Sec. 105. Yavapai-Apache Nation Water Settlement Trust Fund.
 Sec. 106. Gaging station.
 Sec. 107. Funding.
 Sec. 108. Waivers, releases and retentions of claims.
 Sec. 109. Satisfaction of water rights and other benefits; effect on members of the Yavapai-Apache Nation and Dinah Hood Allotment.
 Sec. 110. Trust land.
 Sec. 111. Yavapai-Apache Nation Cap Water.
 Sec. 112. Enforceability date.
 Sec. 113. Administration.
 Sec. 114. Miscellaneous.

TITLE II—YAVAPAI-APACHE LAND EXCHANGE

- Sec. 201. Yavapai-Apache land exchange.
 Sec. 202. Town of Camp Verde and Forest Service.

1 SEC. 2. PURPOSES.

2 The purposes of this Act are—

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

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

12 (B) the United States, acting as trustee
 13 for the Yavapai-Apache Nation and the Mem-

1 bers of the Yavapai-Apache Nation (but not
2 Members in the capacity of the Members as
3 Allottees);

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

8 (3) to authorize and direct the Secretary to exe-
9 cute and perform the duties and obligations of the
10 Secretary under the Yavapai-Apache Nation Water
11 Rights Settlement Agreement and this Act;

12 (4) to authorize the appropriation of funds nec-
13 essary to carry out the Yavapai-Apache Nation
14 Water Rights Settlement Agreement and this Act;
15 and

16 (5) to recognize the important cultural, tradi-
17 tional and religious value of the Verde River to the
18 Yavepé (Yavapai) who know the Verde River as
19 Hatayakehela (“big river”), and to the Dilzhé5
20 (Apache) who know the Verde River as Tú
21 níl5?í5?níchoh (“big water flowing”), and to protect
22 the existing flows of the Verde River, including flood
23 flows, as described in the Agreement and this Act,
24 on the Yavapai-Apache Reservation, now and in the
25 future.

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

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

5 (2) AGREEMENT.—The term “Agreement”
6 means (A) the Yavapai-Apache Nation Water Rights
7 Settlement Agreement dated June 26, 2024; and
8 (B) any amendment or exhibit (including exhibit
9 amendments) to the Agreement that are (i) made in
10 accordance with the Act, or (ii) otherwise approved
11 by the Secretary and the Parties to the Agreement.

12 (3) ALLOTTEE.—The term “Allottee” means
13 (A) an individual Indian holding an undivided frac-
14 tional beneficial interest in the Dinah Hood Allot-
15 ment; or (B) an Indian Tribe holding an undivided
16 fractional beneficial interest in the Dinah Hood Al-
17 lotment.

18 (4) ARIZONA WATER BANKING AUTHORITY.—
19 The term “Arizona Water Banking Authority”
20 means the Arizona Water Banking Authority,
21 formed pursuant to A.R.S. §§ 45-2401 et seq.

22 (5) AVAILABLE CAP SUPPLY.—The term “Avail-
23 able CAP Supply” means for any Year (A) all
24 Fourth Priority River Water available for delivery
25 through the CAP; (B) water available from CAP
26 dams and reservoirs other than the Modified Roo-

1 sevelt Dam; and (C) return flows captured by the
2 Secretary for CAP use.

3 (6) BUREAU OF RECLAMATION.—The term
4 “Bureau of Reclamation” means the United States
5 Bureau of Reclamation.

6 (7) CAP OR CENTRAL ARIZONA PROJECT.—The
7 term “CAP” or “Central Arizona Project” means
8 the reclamation project authorized and constructed
9 by the United States in accordance with Title III of
10 the Colorado River Basin Project Act (43 U.S.C.
11 §1521 et seq.).

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

16 (9) CAP CONTRACTOR.—

17 (A) IN GENERAL.—The term “CAP Con-
18 tractor” means a person or entity that has en-
19 tered into a CAP Contract.

20 (B) INCLUSION.—The term “CAP Con-
21 tractor” includes the Yavapai-Apache Nation.

22 (10) CAP FIXED OM&R CHARGE.—The term
23 “CAP Fixed OM&R Charge” has the meaning given
24 the term “Fixed OM&R Charge” in the CAP Repay-
25 ment Stipulation.

1 (11) CAP INDIAN PRIORITY WATER.—The term
2 “CAP Indian Priority Water” means water within
3 the Available CAP Supply having an Indian delivery
4 priority.

5 (12) CAP OPERATING AGENCY.—The term
6 “CAP Operating Agency” means—

7 (A) the 1 or more entities authorized to as-
8 sume responsibility for the care, operation,
9 maintenance and replacement of the CAP Sys-
10 tem; and

11 (B) as of the date of enactment of this
12 Act, is CAWCD.

13 (13) CAP PUMPING ENERGY CHARGE.—The
14 term “CAP Pumping Energy Charge” means the
15 term “Pumping Energy Charge” in the CAP Repay-
16 ment Stipulation.

17 (14) CAP REPAYMENT CONTRACT.—The term
18 “CAP Repayment Contract” means—

19 (A) the contract dated December 1, 1988
20 (Contract No. 14-06-W-245, Amendment No.
21 1), between the United States and the Central
22 Arizona Water Conservation District for the
23 Delivery of Water and Repayment of Costs of
24 the CAP; and

1 (B) any amendment to, or revision of, that
2 contract.

3 (15) CAP REPAYMENT STIPULATION.—The
4 term “CAP Repayment Stipulation” means the Stip-
5 ulated Judgment and the Stipulation for Judgment,
6 including any exhibits to those documents, entered
7 on November 21, 2007, in the United States District
8 Court for the District of Arizona in the consolidated
9 civil action Central Arizona Water Conservation Dis-
10 trict v. United States, et al., numbered CIV 95-625-
11 TUC-WDB-EHC and CIV 95-1720-PHX-EHC.

12 (16) CAPSA.—The term “CAPSA” means the
13 Central Arizona Project Settlement Act of 2004,
14 Title I of the Arizona Water Settlements Act, P.L.
15 108-451, 118 Stat. 3478 (2004).

16 (17) CAP SUBCONTRACT.—The term “CAP
17 Subcontract” means a long-term subcontract (as de-
18 fined in the CAP Repayment Stipulation) with the
19 United States and the Central Arizona Water Con-
20 servation District for the delivery of CAP water
21 through the CAP System.

22 (18) CAP SUBCONTRACTOR.—The term “CAP
23 Subcontractor” means a person or entity that has
24 entered into a CAP Subcontract.

1 (19) CAP SYSTEM.—The term “CAP System”
2 means—

3 (A) the Mark Wilmer Pumping Plant;

4 (B) the Hayden-Rhodes Aqueduct;

5 (C) the Fannin-McFarland Aqueduct;

6 (D) the Tucson Aqueduct;

7 (E) any pumping plant or appurtenant
8 work of a feature described in (A), (B), (C), or
9 (D); and

10 (F) any extension of, addition to, or re-
11 placement of a feature described in Subpara-
12 graph (A), (B), (C), (D), or (E).

13 (20) CAP SYSTEM USE AGREEMENT.—The term
14 “CAP System Use Agreement” means that certain
15 Central Arizona Project System Use Agreement
16 dated February 2, 2017, between the United States
17 of America and the Central Arizona Water Con-
18 servations District.

19 (21) CAP WATER.—The term “CAP Water” has
20 the meaning given the term “Project Water” in the
21 CAP Repayment Stipulation.

22 (22) CAWCD.—The term “CAWCD” means the
23 political subdivision of the State that is the con-
24 tractor under the CAP Repayment Contract and is

1 the CAP Operating Agency as of the date of enact-
2 ment of the Act.

3 (23) C.C. CRAGIN DAM AND RESERVOIR.—

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

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

12 (ii) associated facilities located in Gila
13 and Coconino Counties, Arizona, including
14 pipelines, tunnels, buildings, hydroelectric
15 generating facilities and other structures of
16 every kind; transmission, telephone and
17 fiber optic lines; pumps, machinery, tools
18 and appliances; and

19 (iii) all real or personal property, ap-
20 purtenant to or used, or constructed or
21 otherwise acquired to be used, in connec-
22 tion with the C.C. Cragin Dam and Res-
23 ervoir.

1 (B) EXCLUSION.—The term “C.C. Cragin
2 Dam and Reservoir” does not include the
3 Cragin-Verde Pipeline Project.

4 (24) COMMISSIONER.—The term “Commis-
5 sioner” means the Commissioner of the Bureau of
6 Reclamation.

7 (25) CRAGIN CAPITAL COSTS.—The term
8 “Cragin Capital Costs” means all costs incurred by
9 SRP for the acquisition and improvement of land,
10 facilities, equipment, and inventories related to the
11 C.C. Cragin Dam and Reservoir, which shall include:
12 labor, overhead, materials, supplies, spare parts,
13 equipment purchase and rental, and transportation.
14 Prior to May 1, 2009, all expenses incurred by SRP
15 are accrued as Cragin Capital Costs excluding cap-
16 ital costs of the SRP-Cragin Pumping System.

17 (26) CRAGIN O&M COSTS.—The term “Cragin
18 O&M Costs” means all costs incurred by SRP for
19 the operation and maintenance of all C.C. Cragin fa-
20 cilities, except for those costs defined as Cragin Cap-
21 ital Costs. Such costs shall include costs for the fol-
22 lowing items: insurance, inspections, permits, taxes,
23 fees, licenses, contract services, legal services, ac-
24 counting, travel, environmental compliance, repairs,
25 testing, labor, salaries, overhead, materials, supplies,

1 expenses, equipment, vehicles, energy, fuel, and any
2 cost borne by SRP prior to the assumption of care,
3 operation, and maintenance of the Cragin-Verde
4 Pipeline Project by SRP from the United States
5 pursuant to the 1917 Agreement, excluding O&M
6 Costs and A&G Costs of SRP-Cragin Pumping Sys-
7 tem as defined in the YAN-SRP Water Delivery and
8 Use Agreement.

9 (27) CRAGIN-VERDE PIPELINE PROJECT.—The
10 term “Cragin-Verde Pipeline Project” means the
11 water infrastructure project under the Tú
12 nílí?í5?níchoh Water Infrastructure Project, as de-
13 scribed in section 103(b) of this Act, which will de-
14 liver water from the C.C. Cragin Dam and Reservoir
15 to the Yavapai-Apache Nation, and to other bene-
16 ficiaries in accordance with section 114(a) of this
17 Act.

18 (28) CAP/SRP INTERCONNECTION FACILITY.—
19 The term “CAP/SRP Interconnection Facility”
20 means the interconnection facility that connects the
21 Hayden-Rhodes Aqueduct of the CAP System to
22 SRP’s water delivery system.

23 (29) DATE OF SUBSTANTIAL COMPLETION.—
24 The term “Date of Substantial Completion” means
25 the date described in section 103(d).

1 (30) DEPLETION OR DEplete.—The term
2 “Depletion” or “Deplete” means the amount of
3 Water Diverted less return flows to the Verde River
4 Watershed.

5 (31) DINAH HOOD ALLOTMENT.—The term
6 “Dinah Hood Allotment” means the tract of land al-
7 lotted pursuant to Section 4 of the General Allot-
8 ment Act of 1887, 24 Stat. 389, ch. 119 (formerly
9 codified at 25 U.S.C. § 334) that is held in trust by
10 the United States for the benefit of Allottees under
11 patent number 926562, as described and depicted in
12 Exhibit 2.37 to the Agreement.

13 (32) DIVERSION.—The term “Diversion” means
14 an act to Divert.

15 (33) DIVERT OR DIVERTING.—The term “Di-
16 vert” or “Diverting” means to receive, withdraw or
17 develop and produce or capture Water (A) using a
18 ditch, canal, flume, bypass, pipeline, pit, collection or
19 infiltration gallery, conduit, well, pump, turnout,
20 dam, or any other mechanical device; or (B) by any
21 other human act.

22 (34) DOMESTIC USE.—The term “Domestic
23 Use” means, for purposes of Paragraph 13.0 of the
24 Agreement and section 108 of this Act, a Use of
25 Water serving a residence, or multiple residences up

1 to a maximum of three residential connections, for
2 household purposes with associated irrigation of
3 lawns, gardens or landscape in an amount of not
4 more than one-half acre per residence. Domestic Use
5 does not include the Use of Water delivered to a res-
6 idence or multiple residences by a city, town, private
7 water company, irrigation provider or special taxing
8 district established pursuant to Title 48, Arizona
9 Revised Statutes.

10 (35) EFFECTIVE DATE.—The term “Effective
11 Date” means the date that the Agreement is signed
12 by all of the Parties, other than the United States.

13 (36) EFFLUENT.—The term “Effluent” means
14 water that—(A) has been used in the State for do-
15 mestic, municipal, or industrial purposes, other than
16 solely for hydropower generation; and (B) is avail-
17 able for reuse for any purpose in accordance with
18 applicable law and the Agreement, regardless of
19 whether the water has been treated to improve the
20 quality of the water.

21 (37) ENFORCEABILITY DATE.—The term “En-
22 forceability Date” means the date described in sec-
23 tion 112.

24 (38) EXCHANGE.—The term “Exchange”
25 means a trade between 1 or more persons or enti-

1 ties, of any water for any other water, if each person
2 or entity has a right or claim to use the water the
3 person or entity provides in the trade, regardless of
4 whether the water is traded in equal quantities or
5 other consideration is included in the trade.

6 (39) FEDERAL LAND.—The term “Federal
7 Land” means the land described in section
8 201(a)(5).

9 (40) FOREST SERVICE.—The term “Forest
10 Service” means the United States Forest Service.

11 (41) FOURTH PRIORITY WATER.—The term
12 “Fourth Priority Water” means Colorado River
13 water available for delivery within the State for sat-
14 isfaction of entitlements (A) in accordance with con-
15 tracts, Secretarial reservations, perfected rights, and
16 other arrangements between the United States and
17 water users in the State entered into or established
18 subsequent to September 30, 1968, for use on Fed-
19 eral, State, or privately owned lands in the State, in
20 a total quantity not to exceed 164,652 AFY of diver-
21 sions; and (B) after first providing for the delivery
22 of Colorado River water for the CAP System, includ-
23 ing for Use on Indian land, under section 304(e) of
24 the Colorado River Basin Project Act (43 U.S.C.

1 1524(e)), in accordance with the CAP Repayment
2 Contract.

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

11 (43) GILA RIVER ADJUDICATION COURT.—The
12 term “Gila River Adjudication Court” means the
13 Superior Court of the State, in and for the County
14 of Maricopa, exercising jurisdiction over the Gila
15 River Adjudication Proceedings.

16 (44) GROUNDWATER.—The term “Ground-
17 water” means all water beneath the surface of the
18 Earth within the State that is not—(A) Surface
19 Water; (B) Effluent; or (C) Colorado River Water.

20 (45) IMPOUNDMENT.—The term “Impound-
21 ment” means any human-made permanent body of
22 water on the surface of the Earth, including
23 Stockponds, lakes, Effluent ponds, open-air water
24 storage tanks, irrigation ponds, and gravel pits. For
25 purposes of the Agreement and this Act, the term

1 Impoundment does not include recharge basins or
2 swimming pools.

3 (46) INDIAN TRIBE.—The term “Indian Tribe”
4 shall have the meaning given the term in section 4
5 of the Indian Self-Determination and Education As-
6 sistance Act (25 U.S.C. 5304).

7 (47) INJURY TO WATER RIGHTS.—

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

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

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

19 (48) INTERIM PERIOD.—The term “Interim Pe-
20 riod” means the period beginning on the Effective
21 Date and ending on the Date of Substantial Comple-
22 tion.

23 (49) LEASE AGREEMENT.—The term “Lease
24 Agreement” means any agreement entered into be-
25 tween the Yavapai-Apache Nation, the Secretary,

1 and any other person or entity pursuant to the
2 agreement.

3 (50) LEASED WATER.—The term “Leased
4 Water” means the YAN CAP Water that is leased
5 pursuant to a Lease Agreement.

6 (51) M&I USE.—The term “M&I Use” or “M&I
7 Uses” means the Use of Water for domestic, munic-
8 ipal, industrial, and commercial purposes.

9 (52) MAXIMUM ANNUAL DEPLETION
10 AMOUNT.—The term “Maximum Annual Depletion
11 Amount” means the maximum amount of Water De-
12 pleted per Year for each Water Right set forth in
13 Subparagraph 4.1 of the Agreement.

14 (53) MAXIMUM ANNUAL DIVERSION AMOUNT.—
15 The term “Maximum Annual Diversion Amount”
16 means the maximum amount of Water Diverted per
17 Year for each Water Right set forth Subparagraph
18 4.1 the Agreement.

19 (54) MEMBER.—The term “Member” means
20 any person duly enrolled as a member of the
21 Yavapai-Apache Nation.

22 (55) MUNICIPAL WATER PROVIDER.—The term
23 “Municipal Water Provider” means a city, town, pri-
24 vate water company, specially designated home-
25 owners association, or any special taxing district es-

1 tablished pursuant to Title 48 of the Arizona Re-
2 vised Statutes that supplies water for M&I Use.

3 (56) NON-FEDERAL LAND.—The term “Non-
4 Federal Land” means the land described in section
5 201(a)(4).

6 (57) OM&R.—The term “OM&R” means—(A)
7 any recurring or ongoing activity relating to the day-
8 to-day operation of a project; (B) any activity relat-
9 ing to scheduled or unscheduled maintenance of a
10 project; and (C) any activity relating to replacing a
11 feature of a project.

12 (58) PARTY.—The term “Party” means a per-
13 son or entity that is a signatory to the Agreement.
14 The participation of the State as a Party shall be as
15 described in Subparagraph 17.5 in the Agreement.
16 The United States’ participation as a Party shall be
17 in the capacity as described in Subparagraph 2.80 of
18 the Agreement.

19 (59) PUBLIC WATER SYSTEM.—The term “Pub-
20 lic Water System” means a water system that—(A)
21 provides water for human consumption through
22 pipes or other constructed conveyances; and (B) has
23 at least fifteen service connections or regularly
24 serves an average of at least twenty-five persons
25 daily for at least sixty days a year.

1 (60) REPLACEMENT WELL.—The term “Re-
2 placement Well” means a well that—(A) is con-
3 structed to replace a well in existence on the Effec-
4 tive Date; (B) is located no more than 660 feet from
5 the well being replaced; and (C) has a pumping ca-
6 pacity and case diameter that do not exceed the
7 pumping capacity and case diameter of the well
8 being replaced.

9 (61) SECRETARY.—The term “Secretary”
10 means the Secretary of the United States Depart-
11 ment of the Interior or the Secretary’s designee.

12 (62) SRP.—The term “SRP” means the Salt
13 River Project Agricultural Improvement and Power
14 District, a political subdivision of the State, and the
15 Salt River Valley Water Users’ Association, an Ari-
16 zona Territorial Corporation.

17 (63) SRP WATER.—The term “SRP Water”
18 means the Water made available in Subparagraph
19 8.1 of the Agreement, not to exceed an average of
20 500 AFY, up to maximum of 583.86 acre-feet in
21 any given Year, to be stored in C.C. Cragin Res-
22 ervoir, without cost to SRP, and delivered for Use
23 on the Reservation, YAN Trust Land, and YAN
24 After-Acquired Trust Land for beneficial purposes.

1 (64) SRRD.—The term “SRRD” means the
2 Salt River Reservoir District as defined on Decem-
3 ber 31, 2023 in Article IV, Section 3, of the Articles
4 of Incorporation of the Salt River Valley Water
5 Users’ Association.

6 (65) STATE.—The term “State” means the
7 State of Arizona.

8 (66) STOCKPOND.—The term “Stockpond”
9 means an on-channel or off-channel impoundment of
10 any size that stores water that is appropriable under
11 Title 45, Arizona Revised Statutes, and that is for
12 the sole purpose of watering livestock and wildlife.

13 (67) STOCK WATERING USE.—The term “Stock
14 Watering Use” means the consumption of water by
15 livestock and wildlife, either: (A) directly from a nat-
16 urally occurring body of water, such as an undevel-
17 oped spring, cienega, seep, bog, lake, depression,
18 sink or stream; or (B) from small facilities, other
19 than a Stockpond, that are served by a Diversion of
20 Water.

21 (68) SURFACE WATER.—The term “Surface
22 Water” means all Water that is appropriable under
23 State law.

24 (69) TOTAL MAXIMUM ANNUAL DEPLETION
25 AMOUNT.—The term “Total Maximum Annual De-

1 pletion Amount” means the total of all Maximum
2 Annual Depletion Amounts as described in Subpara-
3 graph 4.1 of the Agreement.

4 (70) TOTAL MAXIMUM ANNUAL DIVERSION
5 AMOUNT.—The term “Total Maximum Annual Di-
6 version Amount” means the total of all Maximum
7 Annual Diversion Amounts as described in Subpara-
8 graph 4.1 of the Agreement.

9 (71) TÚ NÍLÍ5?Í5?NÍCHOH WATER INFRASTRUC-
10 TURE PROJECT.—The term “Tú nílí5?í5?níchoh
11 Water Infrastructure Project” means the water in-
12 frastructure project including (A) the Cragin-Verde
13 Pipeline Project, as described in section 103(b),
14 which will deliver Water from the C.C. Cragin Dam
15 and Reservoir to the Yavapai-Apache Nation and to
16 other beneficiaries in the Verde Valley Watershed;
17 and (B) the YAN Drinking Water System Project,
18 as described in section 103(c), which will treat and
19 distribute the water delivered from the Cragin-Verde
20 Pipeline Project.

21 (72) USE.—The term “Use” means any bene-
22 ficial use, including instream flows, recharge, under-
23 ground storage, recovery or any other use recognized
24 as beneficial under applicable law.

1 (73) USGS.—The term “USGS” means the
2 United States Geological Survey.

3 (74) VERDE RIVER DECREE.—The term “Verde
4 River Decree” means the decree to be entered by the
5 Gila River Adjudication Court adjudicating all rights
6 to water in the Verde River Watershed.

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

13 (76) VERDE RIVER WATER.—The term “Verde
14 River Water” means the Water as described in
15 Paragraph 5.0 of the Agreement, whether Diverted
16 from the stream or pumped from a well.

17 (77) VERDE RIVER WATERSHED.—The term
18 “Verde River Watershed” means all lands located
19 within the surface water drainage of the Verde River
20 and its tributaries, depicted on the map attached as
21 Exhibit 2.86 to the Agreement.

22 (78) WATER.—The term “Water,” when used
23 without a modifying adjective, means—(A) Ground-
24 water; (B) Surface Water; (C) Colorado River
25 Water; (D) Effluent; or (E) CAP Water.

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

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

11 (81) YAN AMENDED CAP WATER DELIVERY
12 CONTRACT.—The term “YAN Amended CAP Water
13 Delivery Contract” means—(A) the proposed con-
14 tract between the Yavapai-Apache Nation and the
15 United States attached as Exhibit 6.1 to the Agree-
16 ment and numbered _____; and any amend-
17 ments to that contract.

18 (82) YAN CAP WATER.—The term “YAN CAP
19 Water” means CAP Water to which the Yavapai-
20 Apache Nation is entitled pursuant to the Agree-
21 ment and section 111 of this Act, and as provided
22 in the YAN Amended CAP Water Delivery Contract.

23 (83) YAN CRAGIN WATER.—The term “YAN
24 Cragin Water” means that amount of the water
25 made available in Subparagraph 8.2 of the Agree-

1 ment, not to exceed an average of 2,910.26 AFY, up
2 to a maximum of 3,394.06 acre-feet in any given
3 Year, to be stored in C.C. Cragin Dam and Res-
4 ervoir, without cost to SRP, and delivered for Use
5 on the Yavapai-Apache Reservation, YAN Trust
6 Land, and YAN After-Acquired Trust Land for ben-
7 eficial purposes.

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

14 (85) YAN DISTRICTS.—The term “YAN Dis-
15 tricts” means (A) the Camp Verde District; (B) the
16 Middle Verde District; (C) the Montezuma District;
17 (D) the Clarkdale District; and (E) the Rimrock
18 District, of the Yavapai-Apache Reservation, each of
19 which districts is separately depicted in Exhibits
20 2.96A, 2.96B, 2.96C, 2.96D and 2.96E to the
21 Agreement, and any additions to a YAN District
22 under applicable law.

23 (86) YAN DRINKING WATER SYSTEM
24 PROJECT.—The term “YAN Drinking Water System
25 Project” or “Yavapai-Apache Drinking Water Sys-

1 tem Project” means the Yavapai-Apache Nation’s
2 water treatment and water distribution system
3 project under the Tú nííʔííʔníchoh Water Infra-
4 structure Project, as described in section 103(c) of
5 the Act, that will treat and distribute water delivered
6 from the C.C. Cragin Reservoir.

7 (87) YAN FEE LAND.—The term “YAN Fee
8 Land” means land that, as of the Enforceability
9 Date, is: (A) located outside the exterior boundaries
10 of the Yavapai-Apache Reservation; (B) owned in fee
11 by the Yavapai-Apache Nation and has not been
12 taken into trust by the United States for the benefit
13 of the Yavapai-Apache Nation; and (C) described
14 and shown in Exhibit 2.98 to the Agreement.

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

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

22 (90) YAN POINT OF COMPLIANCE.—The term
23 “YAN Point of Compliance” means the location of
24 the Verde River proximate to USGS gage number
25 09504950 identified as the “Verde River Above

1 Camp Verde” gage, located at Global Positioning
2 System coordinates 34.6116972, -111.8984306 with-
3 in the Middle Verde District of the Reservation.

4 (91) YAN PUMPED WATER.—The term “YAN
5 Pumped Water” means the Water pumped from be-
6 neath the surface of the Earth, regardless of its
7 legal characterization as appropriable or non-appro-
8 priable under Federal, State or other law.

9 (92) YAN-SRP EXCHANGE AGREEMENT.—The
10 term “YAN-SRP Exchange Agreement” means that
11 agreement between the Nation and SRP, as ap-
12 proved by the United States, in the form substan-
13 tially similar to that attached as Exhibit 6.5 to the
14 Agreement.

15 (93) YAN-SRP WATER DELIVERY AND USE
16 AGREEMENT OR YAN-SRP WDUA.—The term “YAN-
17 SRP Water Delivery and Use Agreement” or “YAN-
18 SRP WDUA” means that agreement between the
19 Nation and SRP, as approved by the United States,
20 in the form substantially similar to that attached as
21 Exhibit 10.1 to the Agreement.

22 (94) YAVAPAI-APACHE NATION, YAN OR NA-
23 TION.—The term “Yavapai-Apache Nation”,
24 “YAN”, or “Nation” means the Yavapai-Apache
25 Nation of the Camp Verde Indian Reservation, Ari-

1 zona, a federally recognized Indian Tribe organized
2 pursuant to Section 16 of the Indian Reorganization
3 Act of June 18, 1934, 48 Stat. 987 (25 U.S.C.
4 5123).

5 (95) YAN TRUST LAND.—The term “YAN
6 Trust Land” means land that, as of the Enforce-
7 ability Date, is—(A) located outside the boundaries
8 of the YAN Reservation; (B) held in trust by the
9 United States for the benefit of the YAN; and (C)
10 depicted on the map attached as Exhibit 2.102 to
11 the Agreement.

12 (96) YAVAPAI-APACHE RESERVATION, YAN RES-
13 ERVATION OR RESERVATION.—The term “Yavapai-
14 Apache Reservation”, “YAN Reservation” or “Res-
15 ervation” means the land described in section
16 110(a).

17 (97) YEAR.—The term “Year” (A) when used
18 in the context of deliveries of YAN Cragin Water
19 and SRP Water pursuant to Paragraph 8.0 of the
20 Agreement, means May 1 through April 30; and (B)
21 in all other instances, the term “Year” means a cal-
22 endar year.

1 **TITLE I—YAVAPAI-APACHE NA-**
2 **TION WATER RIGHTS SETTLE-**
3 **MENT AGREEMENT**

4 **SEC. 101. RATIFICATION AND EXECUTION OF THE YAVAPAI-**
5 **APACHE NATION WATER RIGHTS SETTLE-**
6 **MENT AGREEMENT.**

7 (a) RATIFICATION.—

8 (1) IN GENERAL.—Except as modified by this
9 Act, and to the extent the Yavapai-Apache Nation
10 Water Rights Settlement Agreement does not con-
11 flict with this Act, the Agreement is authorized, rati-
12 fied, and confirmed.

13 (2) AMENDMENTS.—If an amendment to the
14 Agreement, including an amendment to any exhibit
15 attached to the Agreement requiring the signature
16 or approval of the Secretary, is executed in accord-
17 ance with this Act to make the Agreement consistent
18 with this Act, the amendment is authorized, ratified,
19 and confirmed, to the extent the amendment is con-
20 sistent with this Act.

21 (b) EXECUTION.—

22 (1) IN GENERAL.—To the extent the Agreement
23 does not conflict with this Act, the Secretary shall
24 execute the Agreement, including all exhibits to, or

1 parts of, the Agreement requiring the signature of
2 the Secretary.

3 (2) MODIFICATIONS.—Nothing in this Act pro-
4 hibits the Secretary from approving any modification
5 to the Agreement, including any Exhibit to the
6 Agreement, that is consistent with this Act, to the
7 extent the modification does not otherwise require
8 congressional approval under section 2116 of the
9 Revised Statutes (25 U.S.C. 177) or any other ap-
10 plicable Federal law.

11 (c) ENVIRONMENTAL COMPLIANCE.—

12 (1) IN GENERAL.—In implementing the Agree-
13 ment (including all exhibits to the Agreement requir-
14 ing the signature of the Secretary) and this Act, the
15 Secretary shall comply with all applicable provisions
16 of—

17 (A) the Endangered Species Act of 1973
18 (16 U.S.C. 1531 et seq.);

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

22 (C) all other applicable Federal environ-
23 mental laws and regulations.

24 (2) AUTHORIZATIONS.—The Secretary shall—

1 (A) independently evaluate the documenta-
2 tion prepared and submitted under paragraph
3 (1); and

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

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

11 (4) COSTS.—Any costs associated with the per-
12 formance of the compliance and coordination activi-
13 ties under this subsection shall be paid from funds
14 deposited in the Project Fund, subject to the condi-
15 tion that any costs associated with the performance
16 of Federal approval or other review of that compli-
17 ance work or costs associated with inherently Fed-
18 eral functions shall remain the responsibility of the
19 Secretary.

20 **SEC. 102. WATER RIGHTS.**

21 (a) CONFIRMATION OF WATER RIGHTS.—

22 (1) IN GENERAL.—The Water Rights of the
23 Yavapai-Apache Nation as set forth in the Yavapai-
24 Apache Nation Water Rights Settlement Agreement
25 are ratified, confirmed and declared to be valid.

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

5 (3) CONFLICT.—In the event of a conflict be-
6 tween the Agreement and this Act, this Act shall
7 control.

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

12 (1) The Water Rights described in Paragraphs
13 5.0, 6.0, 8.0, 9.0 and 11.0 of the Agreement; and

14 (2) Any future Water Rights taken into trust
15 pursuant to subsection (f) and (g).

16 (c) OFF-RESERVATION USE.—Except for Effluent as
17 provided in Subparagraphs 4.15 of the Agreement, YAN
18 CAP Water as provided in Subparagraph 6.0 of the Agree-
19 ment, and Water that is subject to an Exchange in accord-
20 ance with State law, the rights to Water set forth in Sub-
21 paragraph 4.1 of the Agreement may not be sold, leased,
22 transferred or used outside the boundaries of the YAN
23 Reservation, YAN Trust Land, or YAN After-Acquired
24 Trust Land.

1 (d) FORFEITURE AND ABANDONMENT.—None of the
2 water rights described in subsection (b)(1) shall be subject
3 to loss through non-use, forfeiture, abandonment, or other
4 operation of law.

5 (e) YAVAPAI-APACHE NATION CAP WATER.—The
6 Yavapai-Apache Nation shall have the right to divert, use,
7 and store YAN CAP Water in accordance with the Agree-
8 ment and section 111 of this Act.

9 (f) WATER RIGHTS HELD IN TRUST FOR YAN
10 AFTER-ACQUIRED TRUST LAND.—As described in Sub-
11 paragraph 4.13.2.1 of the Agreement, and subject to all
12 valid and existing rights, any Water Rights appurtenant
13 to YAN After-Acquired Trust Land at the time such land
14 is taken into trust by the Secretary shall be held in trust
15 by the United States for the benefit of the Yavapai-Apache
16 Nation.

17 (g) WATER RIGHTS HELD IN TRUST FOR FUTURE
18 ACQUISITIONS OF WATER RIGHTS.—As described in Sub-
19 paragraphs 4.14.1 and 4.14.2 of the Agreement, and sub-
20 ject to all valid and existing rights, upon the request of
21 the Yavapai-Apache Nation, and in accordance with appli-
22 cable Federal law, the Secretary shall accept and take into
23 trust for the benefit of the Yavapai-Apache Nation, any
24 Water Rights severed and transferred to the Reservation,
25 YAN Trust Land, or YAN After-Acquired Trust Land.

1 **SEC. 103. TÚ NÍLÍ5?Í5?NÍCHOH WATER INFRASTRUCTURE**
2 **PROJECT.**

3 (a) IN GENERAL.—The Secretary, acting through the
4 Commissioner, shall plan, design and construct the Tú
5 nílí5?í5?níchoh Water Infrastructure Project, which shall
6 consist of—

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

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

11 (b) CRAGIN-VERDE PIPELINE PROJECT.—

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

15 (A) Plan, design and construct the Cragin-
16 Verde Pipeline Project as part of the Salt River
17 Federal Reclamation Project; and

18 (B) Obtain any rights-of-way or other in-
19 terests in land needed to construct the Cragin-
20 Verde Pipeline Project.

21 (2) SCOPE.—The scope of the planning, design,
22 and construction activities for the Cragin-Verde
23 Pipeline Project shall be as generally described as
24 Alternative 5A in the document entitled Phase II:
25 Yavapai-Apache Nation Indian Water Rights Settle-
26 ment, Value Planning Study, Bureau of Reclama-

1 tion, Interior Region 8, Lower Colorado Basin, as
2 amended.

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

5 (A) be capable of delivering no less than
6 6,836.92 AFY of water from the C.C. Cragin
7 Dam and Reservoir for Use by the YAN as pro-
8 vided in the Settlement Agreement and this
9 Act, and up to an additional 1,912.18 AFY for
10 Use by water users in Yavapai County as pro-
11 vided in section 114(a)(2);

12 (B) include all facilities and appurtenant
13 items necessary to divert, store, and deliver
14 water to the YAN Delivery Point on the
15 Yavapai-Apache Reservation; and

16 (C) to the maximum extent practicable, be
17 designed and constructed to minimize care, op-
18 eration, and maintenance costs.

19 (4) TITLE TO FACILITIES.—Title to the Cragin-
20 Verde Pipeline Project shall be held by the United
21 States as part of the Salt River Federal Reclamation
22 Project pursuant to the Reclamation Act of 1902,
23 43 U.S.C. 371 et seq., as amended.

24 (5) ASSUMPTION OF AND RESPONSIBILITY FOR
25 CARE, OPERATION, AND MAINTENANCE OF CRAGIN-

1 VERDE PIPELINE PROJECT.—Upon the Date of Sub-
2 stantial Completion, SRP shall assume and be re-
3 sponsible for the care, operation, and maintenance of
4 the Cragin-Verde Pipeline Project pursuant to the
5 contract between the United States and the Salt
6 River Valley Water Users' Association dated Sep-
7 tember 6, 1917, as amended.

8 (6) COSTS OF CARE, OPERATION, AND MAINTENANCE TO BE BORNE BY PROJECT BENEFICIARIES.—The costs of the care, operation, and
9 maintenance of the Cragin-Verde Pipeline Project
10 shall not be borne by SRP. Except as provided in
11 Subparagraph 10.10 of the Agreement, the Yavapai-
12 Apache Nation and any other beneficiaries of the
13 Cragin-Verde Pipeline Project shall bear the costs of
14 the care, operation, and maintenance of the Cragin-
15 Verde Pipeline Project on a pro rata basis after the
16 Date of Substantial Completion. Until the Date of
17 Substantial Completion, the costs of care, operation,
18 and maintenance shall be borne by the Secretary.

21 (7) WITHDRAWAL AND RESERVATION.—

22 (A) DEFINITIONS.—For purposes of this
23 paragraph (7), the term “covered land” means
24 the portion of the National Forest System land
25 determined by the Secretary of the Interior to

1 be necessary for the construction and operation
2 of the Cragin-Verde Pipeline Project as de-
3 picted on the map prepared under subpara-
4 graph (D).

5 (B) WITHDRAWAL OF COVERED LAND.—

6 The covered land is permanently withdrawn
7 from—

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

10 (ii) location, entry, and patent under
11 the mining laws; and

12 (iii) operation of the mineral leasing,
13 mineral materials, and geothermal leasing
14 laws.

15 (C) RESERVATION OF COVERED LAND.—

16 Subject to valid existing rights, the covered
17 land is reserved to the United States, through
18 the Secretary of the Interior, for the exclusive
19 right to use the covered land and interests in
20 the covered land for Bureau of Reclamation
21 purposes to construct the Cragin-Verde Pipeline
22 Project as part of the Salt River Federal Rec-
23 lamation Project and operated by SRP pursu-
24 ant to the contract between the United States

1 and the Salt River Valley Water Users' Associa-
2 tion dated September 6, 1917, as amended.

3 (D) MAP OF COVERED LAND.—As soon as
4 practicable after the date of enactment of this
5 Act, the Secretary of Interior shall prepare a
6 map depicting the boundary of the covered land
7 which shall be on file and available for public
8 inspection in the appropriate offices of the For-
9 est Service and the Bureau of Reclamation.

10 (c) YAVAPAI-APACHE NATION DRINKING WATER
11 SYSTEM PROJECT.—

12 (1) IN GENERAL.—The Secretary, acting
13 through the Commissioner, shall—

14 (A) plan, design and construct the YAN
15 Drinking Water System Project;

16 (B) comply with all requirements of section
17 101(c)(1); and

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

21 (2) SCOPE.—The scope of the planning, design,
22 and construction activities for the YAN Drinking
23 Water System Project shall be as generally described
24 in the document entitled Yavapai-Apache Nation
25 Drinking Water Infrastructure Plan dated July

1 2024, provided that, the design of the project may
2 be adjusted by mutual agreement of the Secretary
3 and the Yavapai-Apache Nation if the requirements
4 of subsection (c)(3) can be met and the adjustment
5 is not expected to increase the total cost of the
6 project.

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

9 (A) include a surface water treatment fa-
10 cility capable of treating up to 2.25 million gal-
11 lons of water per day (mgd), with a peak of 3.0
12 mgd, for water delivered to the YAN Delivery
13 Point from the C.C. Cragin Dam and Reservoir
14 via the Cragin-Verde Pipeline Project, except as
15 otherwise provided for in paragraph (4);

16 (B) include pipelines, water storage tanks,
17 pump stations, transmission mains and other
18 associated infrastructure necessary for the de-
19 livery of the treated water from the surface
20 water treatment facility described in subpara-
21 graph (A) to the locations described in the
22 Yavapai-Apache Nation Drinking Water Infra-
23 structure Plan dated July 2024, or as otherwise
24 agreed to by the Nation and the Secretary; and

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

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

5 For the water described in section 114(a), the Sec-
6 retary is authorized to increase the capacity of the
7 YAN Drinking Water System Project to treat and
8 deliver up to 1.9 mgd, with a peak of 2.5 mgd, for
9 such water delivered to the YAN Delivery Point
10 from the C.C. Cragain Dam and Reservoir via the
11 Cragin-Verde Pipeline Project, provided that—

12 (A) the Yavapai-Apache Nation and the
13 water user or users described in section 114(a)
14 agree to terms and conditions for the Nation to
15 treat and distribute the water described in sec-
16 tion 114(a);

17 (B) the water user or water users located
18 in Yavapai County pay their share of the cost
19 of construction to increase the capacity of the
20 YAN Drinking Water System Project; and pay-
21 ment for such costs are deposited into the YAN
22 Drinking Water System Project Fund Account
23 described in section 104(c) for use for the pur-
24 poses described in subsection (c)(1); and

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

9 (5) TITLE TO FACILITIES.—The YAN Drinking
10 Water System Project shall be owned by the United
11 States during construction. Upon the Date of Sub-
12 stantial Completion of the Tú nííʔííʔníchoh Water
13 Infrastructure Project described in subsection (a),
14 the Secretary shall transfer title to the YAN Drink-
15 ing Water System Project to the Yavapai-Apache
16 Nation.

17 (6) ASSUMPTION OF AND RESPONSIBILITY
18 CARE, OPERATION, AND MAINTENANCE OF THE YAN
19 DRINKING WATER SYSTEM PROJECT.—Upon the
20 Date of Substantial Completion of the Tú
21 nííʔííʔníchoh Water Infrastructure Project de-
22 scribed in subsection (a), the Yavapai-Apache Na-
23 tion shall assume and be responsible for the care,
24 operation, and maintenance of the YAN Drinking
25 Water System Project. Until the Date of Substantial

1 Completion, the costs of care, operation, and mainte-
2 nance shall be borne by the Secretary.

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

10 (8) CONDITION.—As a condition of construction
11 of the YAN Drinking Water System Project author-
12 ized by this subsection, the Nation shall authorize,
13 at no cost to the Secretary, the use of all land or
14 interests in land located on the Reservation, YAN
15 Trust Land and YAN After-Acquired Trust Land
16 that the Secretary identifies as necessary for the
17 planning, design, construction, operation and main-
18 tenance of the YAN Drinking Water System Project
19 until the transfer of title to the YAN Drinking
20 Water System Project to the Nation pursuant to
21 paragraph (5).

22 (d) DATE OF SUBSTANTIAL COMPLETION.—The Tú
23 níí5?í5?níchoh Water Infrastructure Project shall be
24 deemed substantially complete on the date on which writ-
25 ten notice is provided to the Parties by the Bureau of Rec-

1 lamation that the Cragin-Verde Pipeline Project and the
2 YAN Drinking Water System Project are sufficiently com-
3 plete to place the projects into service for their intended
4 use (“Date of Substantial Completion”).

5 **SEC. 104. TÚ NÍLÍ5?Í5?NÍCHOH WATER INFRASTRUCTURE**
6 **PROJECT FUND.**

7 (a) ESTABLISHMENT.—The Secretary shall establish
8 a non-trust interest-bearing account to be known as the
9 Tú nílí5?í5?níchoh Water Infrastructure Project Fund
10 (“Project Fund”) to be managed and distributed by the
11 Secretary, for use by the Secretary for carrying out this
12 Act.

13 (b) ACCOUNTS.—The Secretary shall establish within
14 the Project Fund the following accounts—

- 15 (1) the Cragin-Verde Pipeline Account; and
16 (2) the YAN Drinking Water System Account.

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

- 18 (1) in the Cragin-Verde Pipeline Account, the
19 amounts made available pursuant to section
20 107(a)(1)(A); and

- 21 (2) in the YAN Drinking Water System Ac-
22 count, the amounts made available pursuant to sec-
23 tion 107(a)(1)(B).

24 (d) USES.—

1 (1) CRAGIN-VERDE PIPELINE ACCOUNT.—The
2 Cragin-Verde Pipeline Account shall be used by the
3 Secretary to—

4 (A) carry out section 103(b) of this Act,
5 including all required environmental compliance
6 under section 101(c), for the Cragin-Verde
7 Pipeline Project; and

8 (B) reimburse SRP for the proportional
9 Cragin Capital Costs and Cragin O&M Costs
10 associated with water delivered to the Yavapai-
11 Apache Nation from the C.C. Cragin Dam and
12 Reservoir under Subparagraph 8.6.1 of the
13 Agreement.

14 (2) YAN DRINKING WATER SYSTEM ACCOUNT.—
15 The YAN Drinking Water System Account shall be
16 used by the Secretary to carry out section 103(c) of
17 this Act, including all required environmental com-
18 pliance under section 101(c), for the YAN Drinking
19 Water System Project.

20 (e) AVAILABILITY OF AMOUNTS.—

21 (1) IN GENERAL.—Except as provided in para-
22 graph (2), amounts appropriated to and deposited in
23 the Project Fund Accounts under sections
24 107(a)(1)(A) and 107(a)(1)(B) shall not be made

1 available for expenditure until the Enforceability
2 Date.

3 (2) EXCEPTION.—Of the amounts made avail-
4 able under paragraph (1), \$13,000,000 shall be
5 made available before the Enforceability Date for
6 the Bureau of Reclamation to carry out environ-
7 mental compliance and preliminary design of the Tú
8 ńlĩ5?ĩ5?ńíchoh Water Infrastructure Project, subject
9 to the following:

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

12 (B) Execution by all of the required settle-
13 ment parties, including the United States, of
14 the conformed Settlement Agreement and ex-
15 hibits, including the waivers and releases of
16 claims under section 108.

17 (f) INTEREST.—In addition to the deposits under
18 subsection (c), any investment earnings, including interest
19 credited to amounts unexpended, are authorized to be ap-
20 propriated to be used in accordance with the uses de-
21 scribed in subsections (d)(1) and (d)(2).

22 (g) PROJECT EFFICIENCIES.—

23 (1) If the total cost of the activities described
24 in either section 103(b) or 103(c) are less than the
25 amounts authorized to be obligated under sections

1 107(a)(1)(A) and 107(a)(1)(B) to carry out those
2 activities, the Secretary shall deposit the savings
3 into the other account within the Project Fund as
4 described in subsection (b), if such funds are nec-
5 essary to complete the construction of any compo-
6 nent of the Tú nííʔííʔníchoh Water Infrastructure
7 Project.

8 (2) Any funds remaining in the Project Fund at
9 the Date of Substantial Completion shall be depos-
10 ited in the Yavapai-Apache Nation Water Settlement
11 Trust Fund no later than 60 days after the Date of
12 Substantial Completion. No later than 30 days after
13 the Date of Substantial Completion, the Yavapai-
14 Apache Nation may direct the allocation and
15 amounts for the deposit of such funds to one or
16 more of the accounts described in section 105(b),
17 but if no timely direction is provided to the Sec-
18 retary, the Secretary shall deposit the full amount of
19 such funds to the Yavapai-Apache Water Projects
20 Account described in section 105(b)(2).

21 **SEC. 105. YAVAPAI-APACHE NATION WATER SETTLEMENT**
22 **TRUST FUND.**

23 (a) ESTABLISHMENT.—The Secretary shall establish
24 a trust fund for the Yavapai-Apache Nation, to be known
25 as the “Yavapai-Apache Nation Water Settlement Trust

1 Fund” (“Trust Fund”) to be managed, invested, and dis-
2 tributed by the Secretary and to remain available until ex-
3 pended, withdrawn, or reverted to the general fund of the
4 Treasury, consisting of the amounts deposited in the
5 Trust Fund under subsection (c), together with any in-
6 vestment earnings, including interest, earned on those
7 amounts for the purpose of carrying out this Act.

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

10 (1) The Yavapai-Apache Water Settlement Im-
11 plementation Account;

12 (2) The Yavapai-Apache Water Projects Ac-
13 count;

14 (3) The Yavapai-Apache Wastewater Projects
15 Account;

16 (4) The Yavapai-Apache OM&R Account; and

17 (5) The Yavapai-Apache Watershed Rehabilita-
18 tion and Restoration Account.

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

20 (1) in the Yavapai-Apache Water Settlement
21 Implementation Account established under sub-
22 section (b)(1), the amounts made available pursuant
23 to subparagraph (A) of section 107(a)(2);

24 (2) in the Yavapai-Apache Water Projects Ac-
25 count established under subsection (b)(2), the

1 amounts made available pursuant to subparagraph
2 (B) of section 107(a)(2);

3 (3) in the Yavapai-Apache Wastewater Projects
4 Account established under subsection (b)(3), the
5 amounts made available pursuant to subparagraph
6 (C) of section 107(a)(2);

7 (4) in the Yavapai-Apache OM&R Account es-
8 tablished under subsection (b)(4), the amounts made
9 available pursuant to subparagraph (D) of section
10 107(a)(2); and

11 (5) in the Yavapai-Apache Watershed Rehabili-
12 tation and Restoration Account established under
13 subsection (b)(5), the amounts made available pur-
14 suant to subparagraph (E) of section 107(a)(2).

15 (d) MANAGEMENT AND INTEREST.—

16 (1) MANAGEMENT.—On receipt and deposit of
17 funds into the Trust Fund pursuant to subsection
18 (b), the Secretary shall manage, invest, and dis-
19 tribute all amounts in the Trust Fund in a manner
20 that is consistent with the investment authority of
21 the Secretary under—

22 (A) the first section of the Act of June 24,
23 1938 (25 U.S.C. 162a);

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

4 (C) this subsection.

5 (2) INVESTMENT EARNINGS.—In addition to
6 the deposits made to the Trust Fund under sub-
7 section (b), any investment earnings, including inter-
8 est, credited to amounts held in the Trust Fund are
9 authorized to be used in accordance with subsection
10 (g).

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

16 (f) WITHDRAWALS.—

17 (1) WITHDRAWALS UNDER THE AMERICAN IN-
18 DIAN TRUST FUND MANAGEMENT REFORM ACT OF
19 1994.—

20 (A) IN GENERAL.—The Yavapai-Apache
21 Nation may withdraw any portion of the
22 amounts in the Trust Fund on approval by the
23 Secretary of a Tribal management plan sub-
24 mitted by the Nation in accordance with the

1 American Indian Trust Fund Management Re-
2 form Act of 1994 (25 U.S.C. 4001 et seq.).

3 (B) REQUIREMENTS.—In addition to the
4 requirements under the American Indian Trust
5 Fund Management Reform Act of 1994 (25
6 U.S.C. 4001 et seq.), the Tribal management
7 plan under this subsection shall require that the
8 Yavapai-Apache Nation spend all amounts with-
9 drawn from the Trust Fund and any invest-
10 ment earnings accrued through the investments
11 under the Tribal management plan in accord-
12 ance with this Act.

13 (C) ENFORCEMENT.—The Secretary may
14 carry out such judicial and administrative ac-
15 tions as the Secretary determines to be nec-
16 essary—

17 (i) to enforce the Tribal management
18 plan;

19 (ii) to ensure that amounts withdrawn
20 by the Yavapai-Apache Nation from the
21 Trust Fund under this subsection are used
22 in accordance with this Act.

23 (2) EXPENDITURE PLAN.—

24 (A) IN GENERAL.—The Yavapai-Apache
25 Nation may submit to the Secretary a request

1 to withdraw funds from the Trust Fund pursu-
2 ant to an approved expenditure plan.

3 (B) REQUIREMENTS.—To be eligible to
4 withdraw amounts under an expenditure plan
5 under this subparagraph, the Yavapai-Apache
6 Nation shall submit to the Secretary an expend-
7 iture plan for any portion of the Trust Fund
8 that the Yavapai-Apache Nation elects to with-
9 draw pursuant to this subparagraph, subject to
10 the condition that the amounts shall be used for
11 the purposes described in this Act.

12 (C) INCLUSIONS.—An expenditure plan
13 under this subparagraph shall include a descrip-
14 tion of the manner and purpose for which the
15 amounts proposed to be withdrawn from the
16 Trust Fund will be used by the Yavapai-Apache
17 Nation in accordance this Act.

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

22 (i) is reasonable; and

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

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

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

10 (1) THE YAVAPAI-APACHE WATER SETTLEMENT
11 IMPLEMENTATION ACCOUNT.—Amounts in the
12 Yavapai-Apache Water Settlement Implementation
13 Account may only be used for the following pur-
14 poses—

15 (A) to pay fees and costs incurred by the
16 Yavapai-Apache Nation for filing and proc-
17 essing any application or obtaining any permit
18 required under Paragraphs 5.0, 8.0, or 11.0 of
19 the Agreement;

20 (B) to pay costs incurred by the Yavapai-
21 Apache Nation to participate in the planning,
22 preliminary design, and environmental compli-
23 ance activities for the Cragin-Verde Pipeline
24 Project;

1 (C) to engage in water management plan-
2 ning to comply with Paragraph 12.0 of the
3 Agreement; and

4 (D) to pay, reimburse, or retire debt for
5 costs incurred by the Yavapai-Apache Nation
6 after the date of enactment of this Act for work
7 under subparagraphs (A), (B) or (C).

8 (2) THE YAVAPAI-APACHE WATER PROJECTS
9 ACCOUNT.—Amounts in the Yavapai-Apache Water
10 Projects Account may only be used for the following
11 purposes—

12 (A) environmental compliance, permitting,
13 planning, engineering and design, and construc-
14 tion, including acquisition of any necessary
15 rights-of-way or other interests in land, and any
16 other related activities necessary for the com-
17 pletion of construction for—

18 (i) expansion of the YAN Drinking
19 Water System Project after the Date of
20 Substantial Completion;

21 (ii) water infrastructure, and water
22 storage and recovery projects, that facili-
23 tate the use or management of the water
24 sources identified in Subparagraph 4.1 of
25 the Agreement;

1 (iii) the Yavapai-Apache Nation's pro-
2 portionate share for any joint project with
3 communities in the Verde Valley Water-
4 shed that facilitate the use or management
5 of the water sources identified in Subpara-
6 graph 4.1 of the Agreement; and

7 (B) to pay, reimburse, or retire debt for
8 costs incurred by the Yavapai-Apache Nation
9 after the date of enactment of this Act for
10 projects under subparagraph (A).

11 (3) THE YAVAPAI-APACHE WASTEWATER
12 PROJECTS ACCOUNT.—Amounts in the Apache
13 Wastewater Projects Account may only be used for
14 the following purposes—

15 (A) environmental compliance, planning,
16 permitting, engineering and design, and con-
17 struction, including acquisition of any necessary
18 rights-of-way or other interests in land, and any
19 other related activities necessary for the com-
20 pletion of construction for—

21 (i) wastewater infrastructure, and
22 wastewater storage and recovery projects,
23 that facilitate the reuse or management of
24 Effluent;

1 (ii) the Yavapai-Apache Nation's pro-
2 portionate share for any joint project or
3 projects with communities in the Verde
4 Valley Watershed that facilitate the reuse
5 or management of Effluent;

6 (B) to pay, reimburse, or retire debt for
7 costs incurred by the Yavapai-Apache Nation
8 after the date of enactment of this Act for
9 projects under subparagraph (A); and

10 (C) to pay the outstanding debt on the
11 Yavapai-Apache Nation's loan with the Water
12 Infrastructure and Finance Authority of Ari-
13 zona for the construction of the Middle Verde
14 Water Reclamation Facility (MVWRF) and to
15 reimburse the Yavapai-Apache Nation up to
16 \$8,000,000 in additional construction costs re-
17 lated to construction of the MVWRF.

18 (4) THE YAVAPAI-APACHE OM&R ACCOUNT.—
19 Amounts in the Yavapai-Apache OM&R Account
20 may only be used to pay costs of the following—

21 (A) OM&R and energy costs for the Tú
22 nííʔííʔníchoh Water Infrastructure Project
23 which includes the Cragin-Verde Pipeline
24 Project and the YAN Drinking Water System
25 Project;

1 (B) OM&R, energy costs, and any other
2 charges assessed to the Yavapai-Apache Nation
3 pursuant to the YAN-SRP Water Delivery and
4 Use Agreement, the YAN-SRP Exchange
5 Agreement, and the YAN Amended CAP Water
6 Delivery Contract; and

7 (C) OM&R for Yavapai-Apache Nation
8 projects described in subsections (a)(2), (a)(3)
9 and (a)(5).

10 (5) YAVAPAI-APACHE WATERSHED REHABILITA-
11 TION AND RESTORATION ACCOUNT.—Amounts in the
12 Yavapai-Apache Watershed Rehabilitation and Res-
13 toration Account may only be used for the purpose
14 of environmental compliance, permitting, planning,
15 engineering and design activities, and construction
16 of projects for the protection and restoration of the
17 Verde River Watershed, and any other related activi-
18 ties necessary for the completion of such projects.

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

23 (i) TITLE TO INFRASTRUCTURE.—Title to, control
24 over, and operation of any project constructed using funds

1 from the Trust Fund, shall remain in the Yavapai-Apache
2 Nation.

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

6 (k) EXPENDITURE REPORTS.—The Yavapai-Apache
7 Nation shall annually submit to the Secretary an expendi-
8 ture report describing accomplishments and amounts
9 spent from use of withdrawals under a Tribal management
10 plan or an expenditure plan under this Act.

11 (l) EFFECT.—Nothing in this section gives the
12 Yavapai-Apache Nation the right to judicial review of a
13 determination of the Secretary relating to whether to ap-
14 prove a Tribal management plan under subsection (f)(1)
15 or an expenditure plan under subsection (f)(2) except
16 under subchapter II of chapter 5, and chapter 7, of title
17 5, United States Code (commonly known as the “Adminis-
18 trative Procedure Act”).

19 **SEC. 106. GAGING STATION.**

20 The Secretary, acting through the Director of the
21 USGS, shall continue to maintain and operate the existing
22 USGS gaging station at the YAN Point of Compliance,
23 identified as “Verde River Above Camp Verde -
24 09504950,” within the Middle Verde District of the
25 Yavapai-Apache Reservation, for the purpose of moni-

1 toring the instream flow right of the Yavapai-Apache Na-
2 tion to the Verde River as described in section
3 102(b)(1)(A) and Paragraph 11.0 of the Agreement.

4 **SEC. 107. FUNDING.**

5 (a) MANDATORY APPROPRIATIONS.—Out of any
6 money in the Treasury not otherwise appropriated, the
7 Secretary of the Treasury shall transfer to the Secretary,
8 to remain available to the Secretary until expended, with-
9 drawn or reverted to the general fund of the Treasury,
10 the following amounts:

11 (1) TÚ NÍÍÍ?ÍÍ?NÍCHOH WATER INFRASTRUC-
12 TURE PROJECT FUND.—

13 (A) \$731,059,000 in the Cragin-Verde
14 Pipeline Account described in section 104(b)(1);
15 and

16 (B) \$152,490,000 in the YAN Drinking
17 Water System Account described in section
18 104(b)(2).

19 (2) YAVAPAI-APACHE NATION WATER SETTLE-
20 MENT TRUST FUND ACCOUNT.—

21 (A) \$300,000 in the Yavapai-Apache
22 Water Settlement Implementation Account de-
23 scribed in section 105(b)(1);

1 (B) \$58,000,000 in the Yavapai-Apache
2 Water Projects Account described in section
3 105(b)(2);

4 (C) \$31,000,000 in the Yavapai-Apache
5 Wastewater Projects Account described in sec-
6 tion 105(b)(3);

7 (D) \$66,000,000 in the Yavapai-Apache
8 OM&R Account described in section 105(b)(4);
9 and

10 (E) \$700,000 in the Yavapai-Apache Wa-
11 tershed Rehabilitation and Restoration Account
12 described in section 105(b)(5).

13 (b) TÚ NÍLÍſ?Íſ?NÍCHOH WATER INFRASTRUCTURE
14 PROJECT ADDITIONAL AUTHORIZATION.—In addition to
15 the mandatory appropriation made available under sub-
16 section (a)(1), there is authorized to be appropriated to
17 the Project Fund such funds as are necessary to complete
18 the construction of the TÚ nílíſ?íſ?níchoh Water Infra-
19 structure Project, to remain available until expended,
20 withdrawn, or reverted to the general fund of the Treas-
21 ury.

22 (c) ADDITIONAL AUTHORIZATIONS.—In general there
23 are authorized to be appropriated—

24 (1) such sums as necessary for section 106 of
25 this Act; and

1 (2) such sums as necessary for the care, oper-
2 ation, and maintenance of the Tú nílí5?í5?níchoh
3 Water Infrastructure Project until the Date of Sub-
4 stantial Completion.

5 (d) FLUCTUATION IN COSTS.—

6 (1) PROJECT FUND.—The amounts authorized
7 to be appropriated under subsection (a)(1) shall
8 be—

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

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

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

24 (A) increased or decreased, as appropriate,
25 by such amounts as may be justified by reason

1 of ordinary fluctuations in costs occurring after
2 January 1, 2024, as indicated by the Bureau of
3 Reclamation Construction Cost Index—Com-
4 posite Trend; and

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

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

16 (4) REQUIREMENTS FOR ADJUSTMENT PROC-
17 ESS.—The adjustment process under this subsection
18 shall be repeated for each subsequent amount appro-
19 priated for deposit in the Project Fund under sub-
20 section (a)(1) and the Trust Fund under subsection
21 (a)(2), until the amount authorized to be appro-
22 priated, as so adjusted, has been appropriated.

23 (5) PERIOD OF INDEXING.—

24 (A) PROJECT FUND.—With respect to the
25 Project Fund, the period of indexing adjust-

1 ment for any increment of funding shall be an-
2 nual until the Tú nííʔííʔníchoh Water Infra-
3 structure Project is completed.

4 (B) TRUST FUND.—With respect to the
5 Yavapai-Apache Nation Water Settlement Trust
6 Fund, the period of indexing adjustment for
7 any increment of funding shall end on the date
8 on which funds are deposited into the Trust
9 Fund.

10 (e) COMMENCEMENT OF ENVIRONMENTAL COMPLI-
11 ANCE.—Subject to the requirements of section
12 104(e)(2)(A) and (B), effective beginning on the date of
13 deposit of funds in the Project Fund, the Secretary shall
14 commence any planning, design, environmental, cultural,
15 and historical compliance activities necessary to imple-
16 ment the Agreement and this Act, including activities nec-
17 essary to comply with section 101(c)(1)(A)(B)(C) of this
18 Act.

19 **SEC. 108. WAIVERS, RELEASES AND RETENTIONS OF**
20 **CLAIMS.**

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

1 CAPACITY OF THE MEMBERS AS ALLOTTEES), AND THE
2 UNITED STATES, ACTING AS TRUSTEE FOR THE
3 YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE
4 CAPACITY OF THE MEMBERS AS ALLOTTEES).—

5 (1) Except as provided in paragraph (3), the
6 Yavapai-Apache Nation, on behalf of the Yavapai-
7 Apache Nation and the Members of the Yavapai-
8 Apache Nation (but not Members in the capacity of
9 the Members as Allottees), and the United States,
10 acting as trustee for the Yavapai-Apache Nation and
11 the Members of the Yavapai-Apache Nation (but not
12 Members in the capacity of the Members as
13 Allottees), as part of the performance of the respec-
14 tive obligations of the Yavapai-Apache Nation and
15 the United States under the Agreement and this
16 Act, shall execute a waiver and release of any claims
17 against the State (or any agency or political subdivi-
18 sion of the State), and any other individual, entity,
19 corporation, or municipal corporation under Federal,
20 State, or other law for all—

21 (A) Past, present, and future claims for
22 Water Rights, including rights to Colorado
23 River water, for YAN Land, arising from time
24 immemorial and, thereafter, forever;

1 (B) Past, present, and future claims for
2 Water Rights, including rights to Colorado
3 River water, arising from time immemorial and,
4 thereafter, forever, that are based on the ab-
5 original occupancy of land by the Yavapai-
6 Apache Nation, the predecessors of the
7 Yavapai-Apache Nation, the Members of the
8 Yavapai-Apache Nation, or the predecessors of
9 the Members of the Yavapai-Apache Nation;

10 (C) Past and present claims for Injury to
11 Water Rights, including rights to Colorado
12 River water, for YAN Land, arising from time
13 immemorial through the Enforceability Date;

14 (D) Past, present, and future claims for
15 Injury to Water Rights, including rights to Col-
16 orado River water, arising from time immemo-
17 rial and, thereafter, forever, that are based on
18 the aboriginal occupancy of land by the
19 Yavapai-Apache Nation, the predecessors of the
20 Yavapai-Apache Nation, the Members of the
21 Yavapai-Apache Nation, or the predecessors of
22 the Members of the Yavapai-Apache Nation;

23 (E) Claims for Injury to Water Rights, in-
24 cluding rights to Colorado River water, arising
25 after the Enforceability Date, for YAN Land,

1 resulting from the off-Reservation Diversion or
2 Use of Water in a manner not in violation of
3 the Agreement or State law; and

4 (F) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Agreement, any judgment or decree approving or incorporating the Agreement, or this Act.

9 (2) The waiver and release of claims described
10 in paragraph (1) shall be in the form set forth in
11 Exhibit 13.1 to the Agreement and shall take effect
12 on the Enforceability Date.

13 (3) Notwithstanding the waiver and release of
14 claims described in paragraph (1) and set forth in
15 Exhibit 13.1 to the Agreement, the Yavapai-Apache
16 Nation, acting on behalf of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation, and the United States, acting as trustee for the
17 YAN and the Members of the YAN (but not Members in the capacity of the Members as Allottees),
18 shall retain any right—

22 (A) subject to Subparagraph 17.9 of the
23 Agreement, to assert claims for injuries to, and
24 seek enforcement of, their rights under the

1 Agreement or this Act in any Federal or State
2 court of competent jurisdiction;

3 (B) to assert claims for injuries to, and
4 seek enforcement of, their rights under any
5 judgment or decree entered by the Gila River
6 Adjudication Court, including the Verde River
7 Decree;

8 (C) to assert claims for Water Rights or
9 Injury to Water Rights acquired before the En-
10 forceability Date pursuant to Subparagraph
11 4.14.1 of the Agreement;

12 (D) to challenge or object to any claims for
13 Water Rights or Injury to Water Rights by or
14 for any Indian tribe, or the United States, act-
15 ing on behalf of any Indian tribe;

16 (E) to assert past, present, or future
17 claims for Injury to Water Rights against any
18 Indian tribe, or the United States, acting on be-
19 half of any Indian tribe;

20 (F) to assert claims for Injury to Water
21 Rights arising after the Enforceability Date for
22 YAN Land resulting from any off-Reservation
23 Diversion of Surface Water within the Verde
24 River Watershed, other than from a well, if the
25 Diversion or Use of Surface Water was first ini-

1 tiated after the Effective Date and was not the
2 subject of a permit to appropriate Surface
3 Water issued by the Arizona Department of
4 Water Resources before the Effective Date; and

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

9 (i) the Water is determined by the
10 Gila River Adjudication Court to be Sur-
11 face Water; and

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

16 (iii) the well was constructed after the
17 Effective Date; and

18 (iv) the well is not:

19 (I) a Replacement Well; or

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

(III) operated by a Municipal
Water Provider pursuant to an agree-
ment with the Yavapai-Apache Nation

1 under Subparagraph 16.1.2 of the
2 Agreement; or

3 (IV) constructed for Domestic
4 Use or Stock Watering Use; or

5 (V) constructed to supply a
6 Stockpond with a capacity not to ex-
7 ceed 4 acre-feet; or

8 (VI) used by a city or town in
9 the Prescott active management area
10 to:

11 (aa) withdraw Underground
12 Water from land located in the
13 Big Chino sub-basin of the Verde
14 River groundwater basin that has
15 historically irrigated acres for
16 transportation to an adjacent ini-
17 tial active management area
18 under the criteria set forth in
19 A.R.S. §45-555(A)-(D), as that
20 statute exists as of the Effective
21 Date, a copy of which is attached
22 as Exhibit 13.1.3 to the Agree-
23 ment; or

24 (bb) withdraw and transport
25 8,068 AFY of Underground

1 Water from the Big Chino sub-
2 basin of the Verde River ground-
3 water basin to the Prescott active
4 management area pursuant to
5 the criteria set forth in A.R.S.
6 §45-555(E) and (G), as that
7 statute exists as of the Effective
8 Date, a copy of which is attached
9 as Exhibit 13.1.3 to the Agree-
10 ment; or

11 (cc) withdraw and transport
12 Underground Water from land
13 located in the Big Chino sub-
14 basin of the Verde River ground-
15 water basin to the Prescott active
16 management area to meet the ad-
17 ditional needs of an Indian tribe
18 in the Prescott active manage-
19 ment area pursuant to a feder-
20 ally-approved Indian water rights
21 settlement under A.R.S. §45-
22 555(G) and (F), as that statute
23 exists as of the Effective date, a
24 copy of which is attached as Ex-
25 hibit 13.1.3 to the Agreement.

1 (VII) providing a source of sup-
2 ply for an M&I Use for a Municipal
3 Water Provider or a Public Water
4 System (that does not have an agree-
5 ment with the YAN pursuant to sub-
6 paragraph 16.1.2 of the Agreement)
7 that meets all of the following condi-
8 tions:

9 (aa) The well is located out-
10 side the lateral limits of the
11 Verde River Subflow Zone.

12 (bb) All buildings con-
13 structed after the well is drilled
14 that are served by the Municipal
15 Water Provider or Public Water
16 System have WaterSense Labeled
17 Fixtures, or fixtures that are
18 equivalent to or exceed
19 WaterSense specifications for
20 water efficiency and performance
21 as set forth in Exhibit 2.90 to
22 the Agreement.

23 (cc) The Municipal Water
24 Provider or Public Water System
25 uses its best efforts to ensure

1 that all outdoor landscaping in-
2 stalled after the well is drilled
3 that is served by the Municipal
4 Water Provider or Public Water
5 System uses only native or
6 drought tolerant plants, except as
7 provided for in item (dd).

8 (dd) All turf or other land-
9 scape areas not using native or
10 drought tolerant plants, including
11 for schools, parks, cemeteries,
12 golf courses, or common areas,
13 installed after the well is drilled
14 are, to the extent permitted by
15 State law, prohibited by the Mu-
16 nicipal Water Provider or Public
17 Water System unless the plants
18 are 100% served with Effluent,
19 greywater, harvested rainwater,
20 or some combination thereof.

21 (ee) Ornamental water fea-
22 tures (except swimming pools),
23 ponds, and lakes constructed
24 after the well is drilled are, to the
25 extent permitted by State law,

1 prohibited by the Municipal
2 Water Provider or Public Water
3 System unless the features,
4 ponds, and lakes are 100%
5 served with Effluent, greywater,
6 harvested rainwater, or some
7 combination thereof.

8 (b) WAIVER, RELEASE, AND RETENTION OF CLAIMS
9 FOR WATER RIGHTS AND INJURY TO WATER RIGHTS BY
10 THE YAVAPAI-APACHE NATION, ON BEHALF OF THE
11 YAVAPAI-APACHE NATION AND THE MEMBERS OF THE
12 YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE
13 CAPACITY OF THE MEMBERS AS ALLOTTEES), AGAINST
14 THE UNITED STATES.—

15 (1) Except as provided in paragraph (3), the
16 Yavapai-Apache Nation, acting on behalf of the
17 Yavapai-Apache Nation and the Members of the
18 Yavapai-Apache Nation (but not Members in the ca-
19 pacity of the Members as Allottees), as part of the
20 performance of the obligations of the Yavapai-
21 Apache Nation under the Agreement and this Act,
22 shall execute a waiver and release of all claims
23 against the United States, including agencies, offi-
24 cials, and employees of the United States, under
25 Federal, State, or other law for all—

1 (A) Past, present, and future claims for
2 Water Rights, including rights to Colorado
3 River water, for YAN Land, arising from time
4 immemorial and, thereafter, forever;

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

14 (C) Past and present claims relating in
15 any manner to damage, losses, or injury to land
16 or other resources due to loss of Water or
17 Water Rights (including damages, losses, or in-
18 juries to hunting, fishing, gathering, or cultural
19 rights due to loss of Water or Water Rights,
20 claims relating to interference with, Diversion,
21 or taking of Water, or claims relating to the
22 failure to protect, acquire, or develop Water,
23 Water Rights, or Water infrastructure) within
24 the State that first accrued at any time prior
25 to the Enforceability Date;

1 (D) Past and present claims for Injury to
2 Water Rights, including rights to Colorado
3 River water, for YAN Land, arising from time
4 immemorial through the Enforceability Date;

5 (E) Past, present, and future claims for
6 Injury to Water Rights, including rights to Col-
7 orado River water, arising from time immemo-
8 rial and, thereafter, forever, that are based on
9 the aboriginal occupancy of land by the
10 Yavapai-Apache Nation, the predecessors of the
11 Yavapai-Apache Nation, the Members of the
12 Yavapai-Apache Nation, or the predecessors of
13 the members of the Yavapai-Apache Nation;

14 (F) Claims for Injury to Water Rights, in-
15 cluding injury to rights to Colorado River
16 water, arising after the Enforceability Date for
17 YAN Land, resulting from the off-Reservation
18 Diversion or Use of Water in a manner not in
19 violation of the Agreement or State law; and

20 (G) Past, present, and future claims aris-
21 ing out of, or relating in any manner to, the ne-
22 gotiation, execution, or adoption of the Agree-
23 ment, any judgment or decree approving or in-
24 corporating the Agreement, or this Act.

1 (2) The waiver and release of claims described
2 in paragraph (1) shall be in the form set forth in
3 Exhibit 13.2 to the Agreement and shall take effect
4 on the Enforceability Date.

5 (3) Notwithstanding the waiver and release of
6 claims described in paragraph (1) and set forth in
7 Exhibit 13.2 to the Agreement, the Yavapai-Apache
8 Nation and the Members of the Yavapai-Apache Na-
9 tion (but not Members in the capacity of the Mem-
10 bers as Allottees) shall retain any right—

11 (A) subject to Subparagraph 17.9 of the
12 Agreement, to assert claims for injuries to, and
13 seek enforcement of, their rights under the
14 Agreement or this Act in any Federal or State
15 court of competent jurisdiction;

16 (B) to assert claims for injuries to, and
17 seek enforcement of, their rights under any
18 judgment or decree entered by the Gila River
19 Adjudication Court, including the Verde River
20 Decree;

21 (C) to assert claims for Water Rights or
22 Injury to Water Rights acquired before the En-
23 forceability Date pursuant to Subparagraph
24 4.14.1 of the Agreement;

1 (D) to challenge or object to any claims for
2 Water Rights or Injury to Water Rights by or
3 for any Indian Tribe or the United States, act-
4 ing on behalf of any Indian Tribe;

5 (E) to assert past, present, or future
6 claims for Injury to Water Rights against any
7 Indian Tribe or the United States, acting on
8 behalf of any Indian Tribe;

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

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

23 (i) the Water is determined by the
24 Gila River Adjudication Court to be Sur-
25 face Water; and

1 (ii) the well is located within the
2 Verde River Watershed above Gage No.
3 09506000, Verde River near Camp Verde,
4 AZ; and

5 (iii) the well was constructed after the
6 Effective Date; and

7 (iv) the well is not:

8 (I) a Replacement Well; or

9 (II) a new point of Diversion for
10 a Surface Water Use predating the
11 Effective Date; or

12 (III) operated by a Municipal
13 Water Provider pursuant to an agree-
14 ment with the Yavapai-Apache Nation
15 under Subparagraph 16.1.2 of the
16 Agreement; or

17 (IV) constructed for Domestic
18 Use or Stock Watering Use; or

19 (V) constructed to supply a
20 Stockpond with a capacity not to ex-
21 ceed 4 acre-feet.

22 (c) WAIVER, RELEASE AND RETENTION OF CLAIMS
23 BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS
24 TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE
25 YAVAPAI-APACHE NATION) AGAINST THE YAVAPAI-

1 APACHE NATION AND THE MEMBERS OF THE YAVAPAI-
2 APACHE NATION.—

3 (1) Except as provided in paragraph (3), the
4 United States, in all capacities (except as trustee for
5 an Indian Tribe other than the Yavapai-Apache Na-
6 tion), as part of the performance of the obligations
7 of the United States under the Agreement and this
8 Act, shall execute a waiver and release of all claims
9 against the Yavapai-Apache Nation, the Members of
10 the Yavapai-Apache Nation, or any agency, official,
11 or employee of the Yavapai-Apache Nation, under
12 Federal, State, or any other law for all—

13 (A) Past and present claims for Injury to
14 Water Rights, including injury to rights to Col-
15 orado River water, resulting from the Diversion
16 or Use of Water on YAN Land arising from
17 time immemorial through the Enforceability
18 Date;

19 (B) Claims for Injury to Water Rights, in-
20 cluding injury to rights to Colorado River
21 water, arising after the Enforceability Date, re-
22 sulting from the Diversion or Use of Water on
23 YAN Land in a manner that is not in violation
24 of the Agreement or State law; and

1 (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the Agreement, any judgment or decree approving or incorporating the Agreement, or this Act.

6 (2) The waiver and release of claims described in paragraph (1) shall be in the form set forth in Exhibit 13.3 to the Agreement and shall take effect on the Enforceability Date.

10 (3) Notwithstanding the waiver and release of claims described in paragraph (1) and set forth in Exhibit 13.3 to the Agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that paragraph and that exhibit.

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

23 (1) The Federal Water Pollution Control Act, commonly known as “the Clean Water Act”, (33 U.S.C.1251 et seq.);

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

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

6 (4) any regulations implementing the Acts de-
7 scribed in subsection (d)(1), (d)(2) or (d)(3).

8 **SEC. 109. SATISFACTION OF WATER RIGHTS AND OTHER**
9 **BENEFITS; EFFECT ON MEMBERS OF THE**
10 **YAVAPAI-APACHE NATION AND DINAH HOOD**
11 **ALLOTMENT.**

12 (a) IN GENERAL.—The benefits provided under the
13 Agreement and this Act shall be in complete replacement
14 of, complete substitution for, and full satisfaction of any
15 claim of the Yavapai-Apache Nation and the Members of
16 the Yavapai-Apache Nation (but not Members in the ca-
17 pacity of the Members as Allottees) against the parties
18 to the Agreement, including the United States, that is
19 waived and released by the Yavapai-Apache Nation acting
20 on behalf of the Yavapai-Apache Nation and the Members
21 of the Yavapai-Apache Nation (but not Members in the
22 capacity of the Members as Allottees) pursuant to sections
23 108(a) and 108(b) of this Act and Subparagraphs 13.1
24 and 13.2 to the Agreement.

1 (b) ENTITLEMENTS.—Any entitlement to Water of
2 the Yavapai-Apache Nation and the Members of the
3 Yavapai-Apache Nation (but not Members in the capacity
4 of the Members as Allottees) or the United States acting
5 in the capacity of the United States as trustee for the
6 Yavapai-Apache Nation and the Members of the Yavapai-
7 Apache Nation (but not Members in the capacity of the
8 Members as Allottees), for YAN Land shall be satisfied
9 out of the water resources and other benefits granted, con-
10 firmed, quantified, or recognized by the Agreement or this
11 Act to or for the Yavapai-Apache Nation, the Members
12 of the Yavapai-Apache Nation (but not Members in the
13 capacity of the Members as Allottees), and the United
14 States, acting in the capacity of the United States as
15 trustee for the Yavapai-Apache Nation and the Members
16 of the Yavapai-Apache Nation (but not Members in the
17 capacity of the Members as Allottees).

18 (c) SAVINGS PROVISION.—Notwithstanding sub-
19 sections (a) and (b), nothing in the Agreement or this
20 Act—

21 (1) recognizes or establishes any right of a
22 Member of the Yavapai-Apache Nation to Water on
23 YAN Land; or

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

4 (d) EFFECT ON MEMBERS OF THE YAVAPAI-APACHE
5 NATION.—Except as provided in subsections (a) and (b)
6 and sections 108(a) and 108(b), the Agreement and this
7 Act shall not affect any rights of any Member of the
8 Yavapai-Apache Nation to water for land outside of YAN
9 Land.

10 (e) EFFECT ON DINAH HOOD ALLOTMENT.—

11 (1) IN GENERAL.—

12 (A) Nothing in the Agreement and this Act
13 quantifies or diminishes any Water Right, or
14 any claim or entitlement to Water for the
15 Dinah Hood Allotment; or

16 (B) precludes beneficial owners of the
17 Dinah Hood Allotment, or the United States,
18 acting in its capacity as trustee for beneficial
19 owners of the Dinah Hood allotment, from
20 making claims for Water Rights in Arizona. To
21 the extent authorized by applicable law, bene-
22 ficial owners of the Dinah Hood Allotment, or
23 the United States, acting in its capacity as
24 trustee for beneficial owners of the Dinah Hood

1 allotment, may make claims to, and may be ad-
2 judicated, individual Water Rights in Arizona.

3 (2) EXCEPTION.—Notwithstanding paragraph
4 (1), the Yavapai-Apache Nation, in its capacity as a
5 holder of a beneficial real property interest in the
6 Dinah Hood Allotment, shall not object to, challenge
7 or dispute the claims of Water users to Water from
8 the Verde River Watershed, in the Gila River Adju-
9 dication Proceedings or in any other judicial or ad-
10 ministrative proceeding.

11 **SEC. 110. TRUST LAND.**

12 (a) YAVAPAI-APACHE RESERVATION.—The Yavapai-
13 Apache Reservation includes—

14 (1) the land located within the exterior bound-
15 aries of the Yavapai-Apache Reservation as de-
16 scribed and depicted in Exhibits 2.96A through E
17 and Exhibit 2.102 to the Agreement, as documented
18 by the Department Interior Division of Land Titles
19 and Records Office;

20 (2) the land added to the Reservation pursuant
21 to subsection (b);

22 (3) the land added to the Reservation pursuant
23 to section 201(c); and

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

4 (b) LAND TO BE TAKEN INTO TRUST.—

5 (1) IN GENERAL.—Within thirty (30) days of
6 enactment of this Act, the Secretary is authorized
7 and directed to accept the transfer of title to the
8 land shown on the maps in Exhibits 2.98A and
9 2.98B to the Agreement, as identified in subpara-
10 graphs (A), (B), (C), (D), (E), (F), and (G) and to
11 hold such land in trust for the benefit of the
12 Yavapai-Apache Nation.

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

20 (B) CEMETERY PROPERTY.—A tract of
21 land located in the East half of the Northeast
22 quarter of Section 11, Township 14 North,
23 Range 4 East, Gila and Salt River Meridian,
24 Yavapai County, Arizona, as described in in-
25 strument number 2023-0025892 recorded on

1 June 15, 2023 in the records of the Yavapai
2 County Recorder.

3 (C) BROWN PROPERTY.—

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

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

24 (D) DISTANTCE DRUMS RV PARK PROP-
25 ERTY.—

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

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

20 (iii) PARCEL 3.—A tract of land lo-
21 cated in Section 7, Township 14 North,
22 Range 5 East of the Gila and Salt River
23 Base and Meridian, Yavapai County, Ari-
24 zona, as described in Book 4332, Page 281

1 recorded on November 7, 2005 in the
2 records of the Yavapai County Recorder.

3 (E) SONIC/CHEVRON PROPERTY.—

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

15 (ii) PARCEL 2.—A tract of land lo-
16 cated in that part of Lot 13, Section 18,
17 Township 14 North, Range 5 East of the
18 Gila and Salt River Base and Meridian,
19 Yavapai County, Arizona, being a portion
20 of that parcel of land described in Book
21 3068, Page 519 in the Office of the
22 Yavapai County Recorder, as described in
23 Book 4115, Page 876 recorded on Feb-
24 ruary 2, 2004 in the records of the
25 Yavapai County Recorder.

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

12 (F) ARENA DEL LOMA PROPERTY.—

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

21 (ii) PARCEL 2.—A tract of land lo-
22 cated in Section 19, Township 14 North,
23 Range 5 East of the Gila and Salt River
24 Base and Meridian, Yavapai County, Ari-
25 zona, lying within South Middle Verde

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

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

21 (G) GIANT'S GRAVE PROPERTY.—

22 (i) PARCEL 1.—A tract of land located
23 in the Northeast quarter of the Southwest
24 quarter of Section 19, Township 16 North,
25 Range 3 East of the Gila and Salt River

1 Base and Meridian, Yavapai County, Ari-
2 zona, as described in Book 3319, Page
3 620, instrument number 9667800 recorded
4 on November 27, 1996 in the records of
5 the Yavapai County Recorder.

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

17 (iii) PARCEL 3.—A tract of land 20
18 feet in width and more or less 178 feet in
19 length located in the South $\frac{1}{2}$ of Section
20 19, Township 16 North, Range 3 East of
21 the Gila and Salt River Base and Merid-
22 ian, Yavapai County, Arizona, being a por-
23 tion of that certain parcel of land described
24 in Book 3568, Page 18, Official Records
25 recorded in the Yavapai County Recorder's

1 Office, Yavapai County, Arizona, as de-
2 scribed in instrument number 2022-
3 0036985 recorded on June 15, 2022 in the
4 records of the Yavapai County Recorder.

5 (2) RESERVATION STATUS.—The land taken
6 into trust under paragraph (1) shall be a part of the
7 Yavapai-Apache Reservation and administered in ac-
8 cordance with the laws and regulations generally ap-
9 plicable to the land held in trust by the United
10 States for an Indian Tribe.

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

15 (4) LIMITATIONS.—Nothing in this subsection
16 affects any right or claim of the Yavapai-Apache
17 Nation to any land or interest in land in existence
18 before the date of enactment of this Act.

19 (5) LAND DESCRIPTIONS.—The Secretary may
20 correct, by mutual agreement with the Yavapai-
21 Apache Nation, any errors in the land descriptions
22 of the land conveyed to the Secretary pursuant to
23 this subsection and section 201(b).

24 (6) CONFLICT.—If there is a conflict between a
25 map and a description of land in this Act, the map

1 shall control unless the Secretary and the Yavapai-
2 Apache Nation mutually agree otherwise.

3 **SEC. 111. YAVAPAI-APACHE NATION CAP WATER.**

4 (a) YAVAPAI-APACHE NATION AMENDED CAP WATER
5 DELIVERY CONTRACT.—

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

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

13 (A) IN GENERAL.—The YAN Amended
14 CAP Water Delivery Contract shall—

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

18 (ii) take effect on the Enforceability
19 Date; and

20 (iii) be without limit as to term.

21 (B) YAN CAP WATER.—

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

1 (I) any project authorized under
2 this Act; or

3 (II) the CAP System.

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

9 (D) DELIVERY OF CAP INDIAN PRIORITY
10 WATER.—

11 (i) IN GENERAL.—If a time of short-
12 age exists, as that term is described in the
13 YAN Amended CAP Water Delivery Con-
14 tract, the amount of CAP Indian Priority
15 Water available to the YAN in such Year
16 shall be computed in accordance with sub-
17 section 5.8 of the YAN Amended CAP Re-
18 payment Contract.

19 (E) LEASES AND EXCHANGES OF YAVAPAI-
20 APACHE NATION CAP WATER.—On or after the
21 date on which the YAN Amended CAP Water
22 Delivery Contract becomes effective, the
23 Yavapai-Apache Nation may, with the approval
24 of the Secretary, enter into contracts or options
25 to lease or to exchange YAN CAP Water in

1 Coconino, Gila, Maricopa, Pinal, Pima, and
2 Yavapai counties, Arizona, providing for the
3 temporary delivery to any individual or entity of
4 any portion of the YAN CAP Water.

5 (F) TERMS OF LEASES AND EX-
6 CHANGES.—

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

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

14 (iii) RENEGOTIATION.—The YAN
15 may, with the approval of the Secretary,
16 renegotiate any lease described in subpara-
17 graph (E), at any time during the term of
18 the lease, if the term of the renegotiated
19 lease does not exceed 100 years.

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

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

1 (i) ENTITLEMENT.—

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

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

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

1 to lease, contract to exchange, or option to
2 exchange into an account held in trust for
3 the Yavapai-Apache Nation by the United
4 States.

5 (I) WATER USE AND STORAGE.—

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

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

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

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

24 (K) CAP FIXED OM&R CHARGES.—

1 (i) IN GENERAL.—The CAP Oper-
2 ating Agency shall be paid the CAP Fixed
3 OM&R charges associated with the delivery
4 of all YAN CAP Water.

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

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

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

20 (L) CAP PUMPING ENERGY CHARGES.—

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

1 which the CAP System is used for the de-
2 livery of that water.

3 (ii) PAYMENT OF CHARGES.—Except
4 for CAP Water not delivered through the
5 CAP System, which does not incur a CAP
6 Pumping Energy Charge, or water deliv-
7 ered to other persons as described in sub-
8 paragraph (N), any applicable CAP Pump-
9 ing Energy Charge associated with the de-
10 livery of the YAN CAP Water shall be paid
11 by the Yavapai-Apache Nation.

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

19 (N) LESSEE RESPONSIBILITY FOR
20 CHARGES.—

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

1 OM&R Charge and the CAP Pumping En-
2 ergy Charge associated with the delivery of
3 the leased water.

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

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

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

20 (Q) CAP REPAYMENT.—For purposes of
21 determining the allocation and repayment of
22 costs of any stages of the CAP System con-
23 structed after November 21, 2007, the costs as-
24 sociated with the delivery of YAN CAP Water,
25 whether such water is delivered for use by the

1 Yavapai-Apache Nation, or in accordance with
2 any assignment, exchange, lease, option to
3 lease, or other agreement for the temporary dis-
4 position of YAN CAP Water entered into by the
5 YAN, shall be—

6 (i) nonreimbursable; and

7 (ii) excluded from the repayment obli-
8 gation of the Central Arizona Water Con-
9 servation District.

10 (R) NONREIMBURSABLE CAP CONSTRU-
11 TION COSTS.—

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

16 (I) the costs shall be nonreim-
17 bursable; and

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

21 (ii) CAPITAL CHARGES.—No CAP
22 water service capital charges shall be due
23 or payable for the YAN CAP Water, re-
24 gardless of whether the YAN CAP Water
25 is delivered—

1 (I) for use by the Yavapai-
2 Apache Nation; or
3 (II) under any lease, option to
4 lease, exchange, or option to exchange
5 entered into by the Yavapai-Apache
6 Nation.

7 **SEC. 112. ENFORCEABILITY DATE.**

8 (a) IN GENERAL.—The Agreement, including the
9 waivers and releases of claims described in section 108,
10 shall take effect and be fully enforceable on the date on
11 which the Secretary publishes in the Federal Register a
12 statement of findings that—

13 (1) to the extent the Agreement conflicts with
14 this Act—

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

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

22 (2) the waivers, releases and retentions of
23 claims described in paragraph 13.0 of the Agree-
24 ment and in section 108 of this Act have been exe-

1 cuted by the Yavapai-Apache Nation, the United
2 States, and the other parties to the Agreement;

3 (3) the full amount described in section
4 107(a)(1)(A), as adjusted by section 107(d)(1), has
5 been deposited into the Cragin-Verde Pipeline Ac-
6 count of the Tú níí5?í5?níchoh Water Infrastructure
7 Project Fund;

8 (4) the full amount described in section
9 107(a)(1)(B), as adjusted by section 107(d)(1), has
10 been deposited into the YAN Drinking Water Sys-
11 tem Account of the Tú níí5?í5?níchoh Water Infra-
12 structure Project Fund;

13 (5) the full amounts described in sections
14 107(a)(2)(A), (B), (C), (D) and (E), as adjusted by
15 section 107(d)(2), have been deposited into the
16 Trust Fund;

17 (6) the Arizona Department of Water Re-
18 sources has conditionally approved the severance and
19 transfer of the right of SRP to the diversion and
20 beneficial use of water under Arizona Department of
21 Water Rights Certificate of Water Right No.
22 3696.0002 as described in Paragraph 8.0 of the
23 Agreement, in an amount not to exceed an average
24 of 3,410.26 AFY, up to a maximum of 3,977.92
25 acre-feet in any given Year, to the Nation and the

1 United States in its capacity as trustee for the Na-
2 tion, and has issued a conditional certificate of water
3 right to the Nation and the United States in its ca-
4 pacity as trustee for the Nation, to become effective
5 on the Enforceability Date;

6 (7) the changes in places of use and points of
7 diversion for the surface water rights to the Verde
8 River as described in Subparagraph 5.4 of the
9 Agreement have been conditionally approved, to be-
10 come effective on the Enforceability Date, provided
11 that the YAN, in its sole discretion, may waive this
12 condition;

13 (8) the Gila River Adjudication Court has in-
14 cluded the water right for instream flow for the Na-
15 tion and the United States as trustee for the Nation,
16 as described in Subparagraphs 11.2 and 11.3 of the
17 YAN Judgment, which substantially conforms to the
18 attributes described in Exhibit 11.1B to the Agree-
19 ment, provided that the Nation, in its sole discre-
20 tion, may waive this condition;

21 (9) except as otherwise provided in paragraph
22 (7) and (8), the Gila River Adjudication Court has
23 approved the YAN Judgment in substantially the
24 same form attached as Exhibit 13.9 to the Agree-

103

1 ment, as amended to ensure consistency with this
2 Act;

3 (10) the Secretary has issued a final record of
4 decision approving the construction of the Tú
5 ńlí5?í5?ńíchoh Water Infrastructure Project as de-
6 scribed section 103 of this Act;

7 (11) the Nation and the Town of Clarkdale
8 have executed the Water and Sewer Service Agree-
9 ment described in Exhibit 16.1.2.3 to the Agree-
10 ment, provided that, the Nation, in its sole discre-
11 tion, may waive this condition;

12 (12) the Nation and the Town of Camp Verde
13 have executed the Interconnection and Exchange
14 Agreement described in Exhibit 16.1.2.2 to the
15 Agreement provided that, the Nation, in its sole dis-
16 cretion, may waive this condition; and

17 (13) The tribal council of the Yavapai-Apache
18 Nation has adopted a resolution, as described in sec-
19 tion 113(a) of this Act, consenting to the limited
20 waiver of sovereign immunity from suit in the cir-
21 cumstances described in section 113(a)(3).

22 (b) FAILURE TO SATISFY CONDITIONS.—

23 (1) IN GENERAL.—Except as provided in para-
24 graph (2), if the Secretary fails to publish in the
25 Federal Register a statement of findings under sub-

1 section (a) by June 30, 2035, or such alternative
2 later date as may be agreed to by the Yavapai-
3 Apache Nation, the Secretary, and the State:

4 (A) this Act is repealed with the exception
5 described in paragraph (2) below;

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

9 (C) The United States shall be entitled to
10 Offset any Federal amounts made available
11 under section 107(e)(2) that were used under
12 that section against any claims asserted by the
13 Yavapai-Apache Nation against the United
14 States; and

15 (D) Any amounts appropriated under sec-
16 tion 107, together with any investment earnings
17 on those amounts, less any amounts expended
18 under section 104(e)(2), shall revert imme-
19 diately to the general fund of the Treasury.

20 (2) EXCEPTION.—Notwithstanding subsection
21 (b)(1), if the Secretary fails to publish in the Fed-
22 eral Register a statement of findings under sub-
23 section (a) by June 30, 2035, or such alternative
24 later date as may be agreed to by the Yavapai-

1 Apache Nation, the Secretary, and the State, sec-
2 tions 110 and 201 shall remain in effect.

3 **SEC. 113. ADMINISTRATION.**

4 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY BY
5 THE YAVAPAI-APACHE NATION AND THE UNITED STATES
6 ACTING AS TRUSTEE FOR THE YAVAPAI-APACHE NA-
7 TION.—

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

15 (2) CONSENT OF YAVAPAI-APACHE NATION.—
16 By resolution dated June 26, 2024, the Yavapai-
17 Apache Nation Council has affirmatively consented
18 to the limited waiver of sovereign immunity from
19 suit in any circumstance described in paragraph (3)
20 notwithstanding any provision of the Yavapai-
21 Apache Nation Code or any other Yavapai-Apache
22 Nation law.

23 (3) CIRCUMSTANCES DESCRIBED.—A cir-
24 cumstance referred to in paragraphs (1) and (2) is
25 described as any of the following:

1 (A) Any party to the Agreement:

2 (i) brings an action in any court of
3 competent jurisdiction relating only and di-
4 rectly to the interpretation or enforcement
5 of:

6 (I) this Act; or

7 (II) the Agreement and exhibits
8 to the Agreement;

9 (ii) names the Yavapai-Apache Na-
10 tion, or the United States acting as trustee
11 for the Yavapai-Apache Nation, as a party
12 in that action; and

13 (iii) doesnot include any request for
14 award against the Yavapai-Apache Nation,
15 or the United States acting as trustee for
16 the Yavapai-Apache Nation, for money
17 damages, court costs, or attorney fees, ex-
18 cept for claims brought by a party pursu-
19 ant to the YAN-SRP Water Delivery and
20 Use Agreement and YAN-SRP Exchange
21 Agreement.

22 (B) Any landowner or water user in the
23 Gila River Watershed:

24 (i) brings an action in any court of
25 competent jurisdiction relating only and di-

1 rectly to the interpretation or enforcement
2 of:

3 (I) paragraph 13.0 of the Agree-
4 ment;

5 (II) the Gila River Adjudication
6 Decree;

7 (III) section 108 of this Act; or

8 (ii) names the Yavapai-Apache Na-
9 tion, or the United States acting as trustee
10 for the Yavapai-Apache Nation, as a party
11 in that action; and

12 (iii) shall not include any request for
13 award against the Yavapai-Apache Nation,
14 or the United States acting as trustee for
15 the Yavapai-Apache Nation, for money
16 damages, court costs or attorney fees.

17 (b) ANTIDEFICIENCY.—Notwithstanding any author-
18 ization of appropriations to carry out this Act, the United
19 States shall not be liable for any failure of the United
20 States to carry out any obligation or activity authorized
21 by this Act (including all agreements or exhibits ratified
22 or confirmed by this Act) if adequate appropriations are
23 not provided expressly by Congress to carry out the pur-
24 poses of this Act.

1 (c) APPLICABILITY OF RECLAMATION REFORM
2 ACT.—The Reclamation Reform Act of 1982 (43 U.S.C.
3 390aa et seq.) and any other acreage limitation or full-
4 cost pricing provision under Federal law shall not apply
5 to any individual, entity, or land solely on the basis of—

6 (1) receipt of any benefit under this title;

7 (2) the execution or performance of the Agree-
8 ment; or

9 (3) the use, storage, delivery, lease, or exchange
10 of CAP water.

11 **SEC. 114. MISCELLANEOUS.**

12 (a) C.C. CRAGIN DAM AND RESERVOIR.—Section
13 213(i)(3)(B) of the Gila River Indian Community Water
14 Rights Settlement Act of 2004 (Public Law 108-451; 118
15 Stat. 3533) is amended—

16 (1) by striking “Blue Ridge Reservoir” and in-
17 serting “C.C. Cragin Dam and Reservoir”; and

18 (2) by adding at the end the following: “Up to
19 1,639.74 acre-feet of water per year may be made
20 available from the C.C. Cragin Reservoir for munic-
21 ipal and domestic uses in Yavapai County, Arizona,
22 without cost to the Salt River Federal Reclamation
23 Project, provided that, on or before December 31,
24 2029, water users in Yavapai County have con-
25 tracted with the Salt River Federal Reclamation

1 Project for the use of the water described in this
2 subparagraph.”.

3 (b) EFFECT OF TITLE.—Nothing in this title quan-
4 tifies or otherwise affects any water right or claim or enti-
5 tlement to water of any Indian tribe, band, or community
6 other than the Yavapai-Apache Nation.

7 **TITLE II—YAVAPAI-APACHE**
8 **LAND EXCHANGE**

9 **SEC. 201. YAVAPAI-APACHE LAND EXCHANGE.**

10 (a) YAVAPAI-APACHE LAND EXCHANGE.—Notwith-
11 standing any other provision of law, the Secretary of the
12 Department of Agriculture is directed to—

13 (1) within thirty (30) days of enactment of this
14 Act, unless the Secretary of the Department of Agri-
15 culture has already accepted title to such land, ac-
16 cept title to the Non-Federal Land consisting of ap-
17 proximately 4,781.96 acres owned by the Yavapai-
18 Apache Nation in the State, as described in subpara-
19 graphs (4)(A), (B), (C), (D), (E) and (F) and Ex-
20 hibits 2.98G-1, 2.98G-2, 2.98G-3, 2.98G-4, 2.98G-5
21 and 2.98G-6 to the Agreement, and such lands are
22 deemed added to each National Forest listed in the
23 description in subparagraphs (a)(4)(A)-(F) upon the
24 date of acceptance of title by the Secretary of the
25 Department of Agriculture;

1 (2) within thirty (30) days of enactment of this
2 Act, unless such lands have already been transferred
3 by the Forest Service to the Yavapai-Apache Nation,
4 transfer the Federal Land consisting of approxi-
5 mately 3,087.90 acres held by the Forest Service, as
6 described in subparagraphs (5)(A), (B), (C), (D),
7 (E), (F), (G), (H) and (I) and shown in Exhibit
8 2.98A to the Agreement, to the Secretary of the In-
9 terior to be held in trust by the United States for
10 the benefit of the Yavapai-Apache Nation; and

11 (3) within thirty (30) days of enactment of this
12 Act, unless such lands have already been transferred
13 by the Forest Service to the Yavapai-Apache Nation
14 as of the date of enactment of this Act, convey the
15 Federal Land consisting of approximately 118.92
16 acres held by the Forest Service as described in sub-
17 paragraph (5)(J), to the Yavapai-Apache Nation in
18 fee.

19 (4) NON-FEDERAL LAND.—For purposes of this
20 subsection (b), Non-Federal Land shall include the
21 following as depicted in Exhibit 2.98 of the Agree-
22 ment:

23 (A) Red Mountain at Yavapai Ranch Six
24 Sections Parcel (YAN1) – Prescott National
25 Forest

1 (B) Johnston Ranch Parcel (YAN2) –
2 Coconino National Forest

3 (C) Pinedale Parcel (YAN3) – Apache-
4 Sitgreaves National Forest

5 (D) Laurel Leaf Parcel (YAN4) - Prescott
6 National Forest

7 (E) Heber Parcel (YAN5) - Apache-
8 Sitgreaves National Forest

9 (F) Williams Parcel (YAN6) – Kaibab Na-
10 tional Forest

11 (5) FEDERAL LAND.—For purposes of this sub-
12 section (b), Federal Land shall include the following
13 as depicted in Exhibit 2.98 of the Agreement:

14 (A) Montezuma A Parcel (NF1)

15 (B) Montezuma B Parcel (NF2)

16 (C) Montezuma C Parcel (NF3)

17 (D) Montezuma D Parcel (NF4)

18 (E) Lower 260 Parcel (NF5)

19 (F) Upper 260 Parcel (NF6)

20 (G) Middle Verde A Parcel (NF7)

21 (H) Middle Verde B Parcel (NF8)

22 (I) Middle Verde C Parcel (NF9)

23 (J) Cedar Ridge Parcel (NF10)

24 (b) LAND TO BE TAKEN INTO TRUST.—If the lands
25 described in subparagraphs (5)(A), (B), (C), (D), (E),

1 (F), (G), (H) and (I) are held by the Yavapai-Apache Na-
2 tion in fee as of the date of enactment of this Act, within
3 thirty (30) days of enactment of this Act, the Secretary
4 is authorized and directed to take legal title to the land
5 and hold such land in trust for the benefit of the Yavapai-
6 Apache Nation.

7 (c) RESERVATION STATUS.—The land taken into
8 trust under subsection (b) shall be a part of the Yavapai-
9 Apache Reservation and administered in accordance with
10 the laws and regulations generally applicable to the land
11 held in trust by the United States for an Indian Tribe.

12 (d) VALID EXISTING RIGHTS.—The land taken into
13 trust under subsection (b) shall be subject to valid existing
14 rights, including easements, rights-of-way, contracts, and
15 managements agreements.

16 (e) LIMITATIONS.—Nothing in this section 201 af-
17 fects any right or claim of the Yavapai-Apache Nation to
18 any land or interest in land in existence before the date
19 of enactment of this Act.

20 **SEC. 202. TOWN OF CAMP VERDE AND FOREST SERVICE.**

21 Pursuant to existing authorities, the Forest Service
22 shall work expeditiously with the Town of Camp Verde to
23 transfer title to the Town of Camp Verde of up to 40 acres
24 of Forest Service land located at the intersection of Inter-
25 state 17 and General Crook Trail within the municipal

- 1 boundaries of the Town of Camp Verde for public safety
- 2 and other municipal purposes.