

119TH 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 Mr. GALLEGO) 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 2026”.

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

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

5 (3) to authorize and direct the Secretary to exe-
6 cute and perform the duties and obligations of the
7 Secretary under the Agreement and this Act;

8 (4) to authorize the appropriation of funds nec-
9 essary to carry out the Agreement and this Act; and

10 (5) to recognize the important cultural, tradi-
11 tional and religious value of the Verde River to the
12 Yavepé (Yavapai) who know the Verde River as
13 Hatayakehela (“Big River”) and to the Dilzhé’é
14 (Apache) who know the Verde River as Tú n̄l̄íníhoh
15 (“Big Water flowing”) and to protect the existing
16 flows of the Verde River, including flood flows, as
17 described in the Agreement and this Act, on the
18 Yavapai-Apache Reservation, now and in the future.

19 **SEC. 3. DEFINITIONS.**

20 In this Act:

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

23 (2) AGREEMENT.—The term “Agreement”
24 means—

1 (A) the Yavapai-Apache Nation Water
2 Rights Settlement Agreement, dated June 26,
3 2024; and

4 (B) any amendment or exhibit (including
5 exhibit amendments) to the Agreement that
6 are—

7 (i) made in accordance with the Act;

8 or

9 (ii) otherwise approved by the Sec-
10 retary and the Parties to the Agreement.

11 (3) ALLOTTEE.—The term “Allottee” means—

12 (A) an individual Indian holding an undi-
13 vided fractional beneficial interest in the Dinah
14 Hood Allotment; or

15 (B) an Indian Tribe holding an undivided
16 fractional beneficial interest in the Dinah Hood
17 Allotment.

18 (4) AVAILABLE CAP SUPPLY.—The term “Avail-
19 able CAP Supply”, for any Year, means—

20 (A) all Fourth Priority River Water avail-
21 able for delivery through the CAP;

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

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

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

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

13 (7) CAP FIXED OM&R CHARGE.—The term
14 “CAP Fixed OM&R Charge” has the meaning given
15 the term “Fixed OM&R Charge” in the CAP Repay-
16 ment Stipulation.

17 (8) CAP INDIAN PRIORITY WATER.—The term
18 “CAP Indian Priority Water” means water within
19 the Available CAP Supply having an Indian delivery
20 priority.

21 (9) CAP OPERATING AGENCY.—The term “CAP
22 Operating Agency” means—

23 (A) the 1 or more entities authorized to as-
24 sume responsibility for the care, operation,

1 maintenance and replacement of the CAP Sys-
2 tem; and

3 (B) as of the date of enactment of this
4 Act, the CAWCD.

5 (10) CAP PUMPING ENERGY CHARGE.—The
6 term “CAP Pumping Energy Charge” has the
7 meaning given the term “Pumping Energy Charge”
8 in the CAP Repayment Stipulation.

9 (11) CAP REPAYMENT CONTRACT.—The term
10 “CAP Repayment Contract” means—

11 (A) the contract dated December 1, 1988
12 (Contract No. 14–06–W–245, Amendment No.
13 1), between the United States and the Central
14 Arizona Water Conservation District for the
15 Delivery of Water and Repayment of Costs of
16 the CAP; and

17 (B) any amendment to, or revision of, that
18 contract.

19 (12) CAP REPAYMENT STIPULATION.—The
20 term “CAP Repayment Stipulation” means the Stip-
21 ulated Judgment and the Stipulation for Judgment,
22 including any exhibits to those documents, entered
23 on November 21, 2007, in the United States District
24 Court for the District of Arizona in the consolidated
25 civil action Central Arizona Water Conservation Dis-

1 trict v. United States, et al., numbered CIV 95–
2 625–TUC–WDB–EHC and CIV 95–1720–PHX–
3 EHC.

4 (13) CAP SYSTEM.—The term “CAP System”
5 means—

6 (A) the Mark Wilmer Pumping Plant;

7 (B) the Hayden-Rhodes Aqueduct;

8 (C) the Fannin-McFarland Aqueduct;

9 (D) the Tucson Aqueduct;

10 (E) any pumping plant or appurtenant
11 work of a feature described in subparagraph
12 (A), (B), (C), or (D); and

13 (F) any extension of, addition to, or re-
14 placement of a feature described in subpara-
15 graph (A), (B), (C), (D), or (E).

16 (14) CAP WATER.—The term “CAP Water” has
17 the meaning given the term “Project Water” in the
18 CAP Repayment Stipulation.

19 (15) CAWCD.—The term “CAWCD” means the
20 political subdivision of the State that is—

21 (A) the contractor under the CAP Repay-
22 ment Contract; and

23 (B) as of the date of enactment of the Act,
24 the CAP Operating Agency.

25 (16) C.C. CRAGIN DAM AND RESERVOIR.—

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

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

9 (ii) associated facilities located in Gila
10 and Coconino Counties, Arizona, including
11 pipelines, tunnels, buildings, hydroelectric
12 generating facilities, and other structures
13 of every kind, including transmission, tele-
14 phone and fiber optic lines and pumps,
15 machinery, tools, and appliances; and

16 (iii) all real or personal property, ap-
17 purtenant to or used, or constructed or
18 otherwise acquired to be used, in connec-
19 tion with the dam and reservoir and associ-
20 ated facilities described in clauses (i) and
21 (ii).

22 (B) EXCLUSION.—The term “C.C. Cragin
23 Dam and Reservoir” does not include the
24 Cragin-Verde Pipeline Project.

25 (17) COLORADO RIVER WATER.—

1 (A) IN GENERAL.—The term “Colorado
2 River Water” means the waters of the Colorado
3 River apportioned for Use within the State
4 by—

5 (i) sections 4 and 5 of the Boulder
6 Canyon Project Act (43 U.S.C. 617e,
7 617d);

8 (ii) the Upper Colorado River Basin
9 Compact of 1948, as ratified and reprinted
10 in title 45, chapter 7, article 3 of the Ari-
11 zona Revised Statutes;

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

14 (iv) the contract for delivery of water
15 between the United States and the State,
16 dated February 9, 1944; and

17 (v) the decree of the Supreme Court
18 of the United States in *Arizona v. Cali-*
19 *fornia*, 376 U.S. 340 (1964), the Consoli-
20 dated Decree entered on March 27, 2006,
21 in that case (547 U.S. 150), and any
22 modifications thereof.

23 (B) LIMITATIONS.—The term “Colorado
24 River Water”—

1 (i) shall only be used for purposes of
2 interpreting the Agreement and this Act;
3 and

4 (ii) shall not be used for any interpre-
5 tation of existing law, contract, or decree,
6 including any law, contract, or decree de-
7 scribed in clauses (i) through (v) of sub-
8 paragraph (A).

9 (18) COMMISSIONER.—The term “Commis-
10 sioner” means the Commissioner of Reclamation.

11 (19) CRAGIN CAPITAL COSTS.—

12 (A) IN GENERAL.—The term “Cragin Cap-
13 ital Costs” means all costs incurred by SRP for
14 the acquisition and improvement of land, facili-
15 ties, equipment, and inventories related to the
16 C.C. Cragin Dam and Reservoir.

17 (B) INCLUSIONS.—The term “Cragin Cap-
18 ital Costs” includes all costs for labor, over-
19 head, materials, supplies, spare parts, equip-
20 ment purchase and rental, and transportation.

21 (C) CLARIFICATION.—Prior to May 1,
22 2009, all expenses incurred by SRP are accrued
23 as Cragin Capital Costs, excluding capital costs
24 of the SRP-Cragin Pumping System.

25 (20) CRAGIN O&M COSTS.—

1 (A) IN GENERAL.—The term “Cragin
2 O&M Costs” means all costs incurred by SRP
3 for the operation and maintenance of all C.C.
4 Cragin Dam and Reservoir facilities.

5 (B) INCLUSIONS.—The term “Cragin O&M
6 Costs” includes—

7 (i) costs for insurance, inspections,
8 permits, taxes, fees, licenses, contract serv-
9 ices, legal services, accounting, travel, envi-
10 ronmental compliance, repairs, testing,
11 labor, salaries, overhead, materials, sup-
12 plies, expenses, equipment, vehicles, en-
13 ergy, and fuel; and

14 (ii) any cost borne by SRP prior to
15 the assumption of care, operation, and
16 maintenance of the Cragin-Verde Pipeline
17 Project by SRP from the United States
18 pursuant to the contract between the
19 United States and the Salt River Valley
20 Water Users’ Association dated September
21 6, 1917, as amended.

22 (C) EXCLUSIONS.—The term “Cragin
23 O&M Costs” does not include—

24 (i) Cragin Capital Costs; or

1 (ii) O&M Costs and administrative
2 and general costs of the SRP-Cragin
3 Pumping System (as defined in the YAN-
4 SRP Water Delivery and Use Agreement).

5 (21) CRAGIN-VERDE PIPELINE PROJECT.—The
6 term “Cragin-Verde Pipeline Project” means the
7 water infrastructure project under the Tú nłííníhoh
8 Water Infrastructure Project, as described in section
9 6(b), which will deliver water from the C.C. Cragin
10 Dam and Reservoir to the Yavapai-Apache Nation,
11 and to other beneficiaries in accordance with the
12 amendments made by section 17(a).

13 (22) DATE OF SUBSTANTIAL COMPLETION.—
14 The term “Date of Substantial Completion” means
15 the date described in section 6(d).

16 (23) DEPLETION; DEplete.—The terms “De-
17pletion” and “Deplete” mean the amount of Water
18 Diverted less return flows to the Verde River Water-
19 shed.

20 (24) DINAH HOOD ALLOTMENT.—The term
21 “Dinah Hood Allotment” means the tract of land al-
22 lotted pursuant to section 4 of the Act of February
23 8, 1887 (commonly known as the “Indian General
24 Allotment Act”) (24 Stat. 389, chapter 119; 25
25 U.S.C. 334), that is held in trust by the United

1 States for the benefit of Allottees under patent num-
2 ber 926562, as described and depicted in Exhibit
3 2.37 to the Agreement.

4 (25) DIVERSION.—The term “Diversion” means
5 an act to Divert.

6 (26) DIVERT; DIVERTED.—The terms “Divert”
7 and “Diverted” mean to receive, withdraw, or de-
8 velop and produce or capture Water—

9 (A) using a ditch, canal, flume, bypass,
10 pipeline, pit, collection or infiltration gallery,
11 conduit, well, pump, turnout, dam, or any other
12 mechanical device; or

13 (B) by any other human act.

14 (27) DOMESTIC USE.—

15 (A) IN GENERAL.—The term “Domestic
16 Use”, for purposes of paragraph 13.0 of the
17 Agreement and section 11, means a Use of
18 Water serving a residence, or multiple resi-
19 dences up to a maximum of 3 residential con-
20 nections, for household purposes with associated
21 irrigation of lawns, gardens, or landscape in an
22 amount of not more than one-half acre per resi-
23 dence.

24 (B) EXCLUSION.—The term “Domestic
25 Use” does not include the Use of Water deliv-

1 ered to a residence or multiple residences by a
2 city, town, private water company, irrigation
3 provider, or special taxing district established
4 pursuant to title 48 of the Arizona Revised
5 Statutes.

6 (28) EFFECTIVE DATE.—The term “Effective
7 Date” means the date that the Agreement is signed
8 by all of the Parties, other than the United States.

9 (29) EFFLUENT.—The term “Effluent” means
10 water that—

11 (A) has been used in the State for domes-
12 tic, municipal, or industrial purposes, other
13 than solely for hydropower generation; and

14 (B) is available for reuse for any purpose
15 in accordance with applicable law and the
16 Agreement, regardless of whether the water has
17 been treated to improve the quality of the
18 water.

19 (30) ENFORCEABILITY DATE.—The term “En-
20 forceability Date” means the date described in sec-
21 tion 15.

22 (31) EXCHANGE.—The term “Exchange”
23 means a trade between 1 or more persons or entities
24 of any water for any other water, if each person or
25 entity has a right or claim to use the water the per-

1 son or entity provides in the trade, regardless of
2 whether the water is traded in equal quantities or
3 other consideration is included in the trade.

4 (32) FOURTH PRIORITY WATER.—The term
5 “Fourth Priority Water” means Colorado River
6 Water available for delivery within the State for sat-
7 isfaction of entitlements—

8 (A) in accordance with contracts, Secre-
9 tarial reservations, perfected rights, and other
10 arrangements between the United States and
11 water users in the State entered into or estab-
12 lished subsequent to September 30, 1968, for
13 use on Federal, State, or privately owned lands
14 in the State, in a total quantity not to exceed
15 164,652 AFY of diversions; and

16 (B) after first providing for the delivery of
17 Colorado River Water for the CAP System, in-
18 cluding for Use on Indian land, under section
19 304(e) of the Colorado River Basin Project Act
20 (43 U.S.C. 1524(e)), in accordance with the
21 CAP Repayment Contract.

22 (33) GILA RIVER ADJUDICATION PRO-
23 CEEDINGS.—The term “Gila River Adjudication
24 Proceedings” means the action pending in the Supe-
25 rior Court of the State, in and for the County of

1 Maricopa, In re the General Adjudication of All
2 Rights To Use Water In The Gila River System and
3 Source, W-1 (Salt), W-2 (Verde), W-3 (Upper
4 Gila), W-4 (San Pedro) (Consolidated).

5 (34) GILA RIVER ADJUDICATION COURT.—The
6 term “Gila River Adjudication Court” means the
7 Superior Court of the State, in and for the County
8 of Maricopa, exercising jurisdiction over the Gila
9 River Adjudication Proceedings.

10 (35) GROUNDWATER.—The term “Ground-
11 water” means all water beneath the surface of the
12 Earth within the State that is not—

13 (A) Surface Water;

14 (B) Effluent; or

15 (C) Colorado River Water.

16 (36) IMPOUNDMENT.—

17 (A) IN GENERAL.—The term “Impound-
18 ment” means any human-made permanent body
19 of water on the surface of the Earth, including
20 Stockponds, lakes, Effluent ponds, open-air
21 water storage tanks, irrigation ponds, and grav-
22 el pits.

23 (B) EXCLUSIONS.—The term “Impound-
24 ment” does not include recharge basins or
25 swimming pools.

1 (37) INDIAN TRIBE.—The term “Indian Tribe”
2 has the meaning given the term in section 4 of the
3 Indian Self-Determination and Education Assistance
4 Act (25 U.S.C. 5304).

5 (38) INJURY TO WATER RIGHTS.—

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

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

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

17 (39) M&I USE.—The term “M&I Use” means
18 the Use of Water for domestic, municipal, industrial,
19 and commercial purposes.

20 (40) MAXIMUM ANNUAL DEPLETION
21 AMOUNT.—The term “Maximum Annual Depletion
22 Amount” means the maximum amount of Water De-
23 pleted per Year for each Water Right described in
24 subparagraph 4.1 of the Agreement.

1 (41) MAXIMUM ANNUAL DIVERSION AMOUNT.—
2 The term “Maximum Annual Diversion Amount”
3 means the maximum amount of Water Diverted per
4 Year for each Water Right described in subpara-
5 graph 4.1 of the Agreement.

6 (42) MEMBER.—The term “Member” means
7 any person duly enrolled as a member of the
8 Yavapai-Apache Nation.

9 (43) MUNICIPAL WATER PROVIDER.—The term
10 “Municipal Water Provider” means a city, town, pri-
11 vate water company, specially designated home-
12 owners association, or any special taxing district es-
13 tablished pursuant to title 48 of the Arizona Revised
14 Statutes that supplies water for M&I Use.

15 (44) OM&R.—The term “OM&R” means—
16 (A) any recurring or ongoing activity relat-
17 ing to the day-to-day operation of a project;
18 (B) any activity relating to scheduled or
19 unscheduled maintenance of a project; and
20 (C) any activity relating to replacing a fea-
21 ture of a project.

22 (45) PARTY.—
23 (A) IN GENERAL.—The term “Party”
24 means a person or entity that is a signatory to
25 the Agreement.

1 (B) STATE AS A PARTY.—The participa-
2 tion of the State as a Party shall be as de-
3 scribed in subparagraph 17.5 of the Agreement.

4 (C) UNITED STATES AS A PARTY.—The
5 participation of the United States as a Party
6 shall be in the capacity as described in subpara-
7 graph 2.80 of the Agreement.

8 (46) PUBLIC WATER SYSTEM.—The term “Pub-
9 lic Water System” means a water system that—

10 (A) provides water for human consumption
11 through pipes or other constructed conveyances;
12 and

13 (B) has at least 15 service connections or
14 regularly serves an average of at least 25 per-
15 sons daily for at least 60 days a year.

16 (47) REPLACEMENT WELL.—The term “Re-
17 placement Well” means a well that—

18 (A) is constructed to replace a well in ex-
19 istence on the Effective Date;

20 (B) is located no more than 660 feet from
21 the well being replaced; and

22 (C) has a pumping capacity and case di-
23 ameter that do not exceed the pumping capacity
24 and case diameter of the well being replaced.

1 (48) SECRETARY.—The term “Secretary”
2 means the Secretary of the Interior.

3 (49) SRP.—The term “SRP” means—

4 (A) the Salt River Project Agricultural Im-
5 provement and Power District, a political sub-
6 division of the State; and

7 (B) the Salt River Valley Water Users’ As-
8 sociation, an Arizona Territorial Corporation.

9 (50) SRP WATER.—The term “SRP Water”
10 means the Water made available in subparagraph
11 8.1 of the Agreement, not to exceed an average of
12 500 AFY, up to maximum of 583.86 acre-feet in
13 any given Year, to be stored in C.C. Cragin Res-
14 ervoir, without cost to SRP, and delivered for Use
15 on the Reservation, YAN Trust Land, and YAN
16 After-Acquired Trust Land for beneficial purposes.

17 (51) STATE.—The term “State” means the
18 State of Arizona.

19 (52) STOCKPOND.—The term “Stockpond”
20 means an on-channel or off-channel Impoundment of
21 any size that—

22 (A) stores water that is appropriable under
23 title 45, Arizona Revised Statutes; and

24 (B) is for the sole purpose of watering live-
25 stock and wildlife.

1 (53) STOCK WATERING USE.—The term “Stock
2 Watering Use” means the consumption of water by
3 livestock and wildlife, either—

4 (A) directly from a naturally occurring
5 body of water, such as an undeveloped spring,
6 cienega, seep, bog, lake, depression, sink or
7 stream; or

8 (B) from small facilities, other than a
9 Stockpond, that are served by a Diversion of
10 Water.

11 (54) SURFACE WATER.—The term “Surface
12 Water” means all Water that is appropriable under
13 State law.

14 (55) TOTAL MAXIMUM ANNUAL DEPLETION
15 AMOUNT.—The term “Total Maximum Annual De-
16 pletion Amount” means the total of all Maximum
17 Annual Depletion Amounts, as described in subpara-
18 graph 4.1 of the Agreement.

19 (56) TOTAL MAXIMUM ANNUAL DIVERSION
20 AMOUNT.—The term “Total Maximum Annual Di-
21 version Amount” means the total of all Maximum
22 Annual Diversion Amounts, as described in subpara-
23 graph 4.1 of the Agreement.

24 (57) TÚ NĹÍJNÍCHOH WATER INFRASTRUCTURE
25 PROJECT.—The term “Tú nĹíjníchoh Water Infra-

1 structure Project” means the water infrastructure
2 project described in section 6(a), including—

3 (A) the Cragin-Verde Pipeline Project, as
4 described in section 6(b), which will deliver
5 Water from the C.C. Cragin Dam and Res-
6 ervoir to the Yavapai-Apache Nation and to
7 other beneficiaries in the Verde Valley Water-
8 shed; and

9 (B) the YAN Drinking Water System
10 Project, as described in section 6(c), which will
11 treat and distribute the water delivered from
12 the Cragin-Verde Pipeline Project.

13 (58) USE.—The term “Use” means any bene-
14 ficial use, including instream flows, recharge, under-
15 ground storage, recovery, or any other use recog-
16 nized as beneficial under applicable law.

17 (59) USGS.—The term “USGS” means the
18 United States Geological Survey.

19 (60) VERDE RIVER DECREE.—The term “Verde
20 River Decree” means the decree to be entered by the
21 Gila River Adjudication Court adjudicating all rights
22 to water in the Verde River Watershed.

23 (61) VERDE RIVER SUBFLOW ZONE.—The term
24 “Verde River Subflow Zone” means the area in the
25 Verde River Watershed delineated by the Arizona

1 Department of Water Resources as the subflow zone
2 on a map or maps that are approved by the Gila
3 River Adjudication Court.

4 (62) VERDE RIVER WATER.—The term “Verde
5 River Water” means the Water described in para-
6 graph 5.0 of the Agreement, whether Diverted from
7 the stream or pumped from a well.

8 (63) VERDE RIVER WATERSHED.—The term
9 “Verde River Watershed” means all land located
10 within the surface water drainage of the Verde River
11 and its tributaries, depicted on the map attached as
12 Exhibit 2.88 to the Agreement.

13 (64) WATER.—The term “Water”, when used
14 without a modifying adjective, means—

- 15 (A) Groundwater;
16 (B) Surface Water;
17 (C) Colorado River Water;
18 (D) Effluent; or
19 (E) CAP Water.

20 (65) WATER RIGHT.—The term “Water Right”
21 means any right in or to Groundwater, Surface
22 Water, Colorado River Water, or Effluent under
23 Federal, State, or other law.

24 (66) YAN AFTER-ACQUIRED TRUST LAND.—The
25 term “YAN After-Acquired Trust Land” means land

1 that is taken into trust by the United States for the
2 benefit of the Yavapai-Apache Nation pursuant to
3 applicable Federal law after the Enforceability Date.

4 (67) YAN AMENDED CAP WATER DELIVERY
5 CONTRACT.—The term “YAN Amended CAP Water
6 Delivery Contract” means—

7 (A) the proposed contract between the
8 Yavapai-Apache Nation and the United States
9 attached as Exhibit 6.1 to the Agreement; and

10 (B) any amendments to that contract.

11 (68) YAN CAP WATER.—The term “YAN CAP
12 Water” means CAP Water—

13 (A) to which the Yavapai-Apache Nation is
14 entitled pursuant to the Agreement and section
15 14; and

16 (B) as provided in the YAN Amended CAP
17 Water Delivery Contract.

18 (69) YAN CRAGIN WATER.—The term “YAN
19 Cragin Water” means that amount of the water
20 made available in subparagraph 8.2 of the Agree-
21 ment, not to exceed an average of 2,910.26 AFY, up
22 to a maximum of 3,394.06 acre-feet in any given
23 Year, to be stored in C.C. Cragin Dam and Res-
24 ervoir, without cost to SRP, and delivered for Use
25 on the Yavapai-Apache Reservation, YAN Trust

1 Land, and YAN After-Acquired Trust Land for ben-
2 eficial purposes.

3 (70) YAN DELIVERY POINT.—The term “YAN
4 Delivery Point” means the point or points located at
5 the end of the Cragin-Verde Pipeline Project where
6 Water may be delivered to the YAN or the United
7 States acting as trustee for the YAN pursuant to
8 the YAN-SRP Water Delivery and Use Agreement.

9 (71) YAN DRINKING WATER SYSTEM PROJECT;
10 YAVAPAI-APACHE NATION DRINKING WATER SYSTEM
11 PROJECT.—The terms “YAN Drinking Water Sys-
12 tem Project” and “Yavapai-Apache Nation Drinking
13 Water System Project” mean the water treatment
14 and water distribution system project of the
15 Yavapai-Apache Nation under the Tú ńłńńíhoh
16 Water Infrastructure Project, as described in section
17 6(c), that will treat and distribute water delivered
18 from the C.C. Cragin Dam and Reservoir.

19 (72) YAN FEE LAND.—The term “YAN Fee
20 Land” means land that, as of the Enforceability
21 Date, is—

22 (A) located outside the exterior boundaries
23 of the Yavapai-Apache Reservation;

24 (B) owned in fee by the Yavapai-Apache
25 Nation and has not been taken into trust by the

1 United States for the benefit of the Yavapai-
2 Apache Nation; and

3 (C) described and shown in Exhibit 2.98 to
4 the Agreement.

5 (73) YAN JUDGMENT.—The term “YAN Judg-
6 ment” means the judgment and decree entered by
7 the Gila River Adjudication Court, as described in
8 the Agreement.

9 (74) YAN LAND.—The term “YAN Land”
10 means, collectively, the YAN Reservation, YAN
11 Trust Land, and YAN Fee Land.

12 (75) YAN POINT OF COMPLIANCE.—The term
13 “YAN Point of Compliance” means the location of
14 the Verde River proximate to USGS Gage Number
15 09504950 identified as the “Verde River Above
16 Camp Verde” gage, located at GPS coordinates
17 34.6116972, -111.8984306 within the Reservation.

18 (76) YAN-SRP EXCHANGE AGREEMENT.—The
19 term “YAN-SRP Exchange Agreement” means the
20 agreement between the Nation and SRP, as ap-
21 proved by the United States, in the form substan-
22 tially similar to that attached as Exhibit 6.5 to the
23 Agreement.

24 (77) YAN-SRP WATER DELIVERY AND USE
25 AGREEMENT.—The term “YAN-SRP Water Delivery

1 and Use Agreement” means the agreement between
2 the Nation and SRP, as approved by the United
3 States, in the form substantially similar to that at-
4 tached as Exhibit 10.1 to the Agreement.

5 (78) YAVAPAI-APACHE NATION; YAN; NATION.—
6 The terms “Yavapai-Apache Nation”, “YAN”, and
7 “Nation” mean the Yavapai-Apache Nation of the
8 Camp Verde Indian Reservation, Arizona, a federally
9 recognized Indian Tribe organized pursuant to sec-
10 tion 16 of the Act of June 18, 1934 (commonly
11 known as the “Indian Reorganization Act”) (48
12 Stat. 987, chapter 576; 25 U.S.C. 5123).

13 (79) YAN TRUST LAND.—The term “YAN
14 Trust Land” means land that, as of the Enforce-
15 ability Date, is—

16 (A) located outside the boundaries of the
17 YAN Reservation;

18 (B) held in trust by the United States for
19 the benefit of the YAN; and

20 (C) depicted on the map attached as Ex-
21 hibit 2.103 to the Agreement.

22 (80) YAVAPAI-APACHE RESERVATION; YAN RES-
23 ERVATION; RESERVATION.—The terms “Yavapai-
24 Apache Reservation”, “YAN Reservation” or “Res-
25 ervation” mean the land described in section 13(a).

1 (81) YEAR.—The term “Year”—

2 (A) when used in the context of deliveries
3 of YAN Cragin Water and SRP Water pursu-
4 ant to paragraph 8.0 of the Agreement, means
5 May 1 through April 30; and

6 (B) in all other instances, means a cal-
7 endar year.

8 **SEC. 4. RATIFICATION AND EXECUTION OF THE YAVAPAI-**
9 **APACHE NATION WATER RIGHTS SETTLE-**
10 **MENT AGREEMENT.**

11 (a) RATIFICATION.—

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

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

25 (b) EXECUTION.—

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

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

14 (c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

1 (C) all other applicable Federal environ-
2 mental laws and regulations.

3 (2) AUTHORIZATIONS.—The Secretary shall—

4 (A) independently evaluate the documenta-
5 tion prepared and submitted under paragraph
6 (1); and

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

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

14 (4) COSTS.—Any costs associated with the per-
15 formance of the compliance and coordination activi-
16 ties under this subsection shall be paid from funds
17 deposited in the Tú ńłńńńńńńńń Water Infrastructure
18 Project Fund established by section 7(a), subject to
19 the condition that any costs associated with the per-
20 formance of Federal approval or other review of that
21 compliance work or costs associated with inherently
22 Federal functions shall remain the responsibility of
23 the Secretary.

24 **SEC. 5. WATER RIGHTS.**

25 (a) CONFIRMATION OF WATER RIGHTS.—

1 (1) IN GENERAL.—The Water Rights of the
2 Yavapai-Apache Nation as described in the Agree-
3 ment are ratified, confirmed and declared to be
4 valid.

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

9 (3) CONFLICT.—In the event of a conflict be-
10 tween the Agreement and this Act, this Act shall
11 control.

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

16 (1) The Water Rights described in paragraphs
17 5.0, 6.0, 8.0, 9.0 and 11.0 of the Agreement.

18 (2) Any Water Rights taken into trust pursuant
19 to subsections (f) and (g).

20 (c) OFF-RESERVATION USE.—Except for Effluent as
21 provided in subparagraph 4.15 of the Agreement, YAN
22 CAP Water as provided in subparagraph 6.0 of the Agree-
23 ment, and Water that is subject to an Exchange in accord-
24 ance with State law, the rights to Water described in sub-
25 paragraph 4.1 of the Agreement may not be sold, leased,

1 transferred or used outside the boundaries of the YAN
2 Reservation, YAN Trust Land, or YAN After-Acquired
3 Trust Land.

4 (d) FORFEITURE AND ABANDONMENT.—None of the
5 water rights described in paragraphs (1) and (2) of sub-
6 section (b) shall be subject to loss through non-use, for-
7 feiture, abandonment, or other operation of law.

8 (e) YAVAPAI-APACHE NATION CAP WATER.—The
9 Yavapai-Apache Nation shall have the right to divert, use,
10 and store YAN CAP Water in accordance with the Agree-
11 ment and section 14.

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

20 (g) WATER RIGHTS HELD IN TRUST FOR FUTURE
21 ACQUISITIONS OF WATER RIGHTS.—As described in sub-
22 paragraphs 4.14.1 and 4.14.2 of the Agreement, and sub-
23 ject to all valid and existing rights, on the request of the
24 Yavapai-Apache Nation, and in accordance with applicable
25 Federal law, the Secretary shall accept and take into trust

1 for the benefit of the Yavapai-Apache Nation any Water
2 Rights severed and transferred to the Reservation, YAN
3 Trust Land, or YAN After-Acquired Trust Land.

4 **SEC. 6. TÚ NĹĹÍNÍCHOH WATER INFRASTRUCTURE**
5 **PROJECT.**

6 (a) IN GENERAL.—The Secretary, acting through the
7 Commissioner, shall plan, design and construct the Tú
8 nĹĹíníchoh Water Infrastructure Project, which shall con-
9 sist of—

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

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

14 (b) CRAGIN-VERDE PIPELINE PROJECT.—

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

18 (A) plan, design, and construct the Cragin-
19 Verde Pipeline Project as part of the Salt River
20 Federal Reclamation Project; and

21 (B) obtain any rights-of-way or other in-
22 terests in land needed to construct the Cragin-
23 Verde Pipeline Project.

24 (2) SCOPE.—The scope of the planning, design,
25 and construction activities for the Cragin-Verde

1 Pipeline Project shall meet the requirements de-
2 scribed in paragraph (3).

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

5 (A) be capable of delivering—

6 (i) not less than 6,836.92 AFY of
7 water from the C.C. Cragin Dam and Res-
8 ervoir for Use by the YAN as provided in
9 the Settlement Agreement and this Act;
10 and

11 (ii) up to an additional 1,912.18 AFY
12 for Use by water users in Yavapai County
13 as provided by the amendments made by
14 section 17(a);

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

19 (C) to the maximum extent practicable, be
20 designed and constructed to minimize care, op-
21 eration, and maintenance costs.

22 (4) TITLE TO FACILITIES.—Title to the Cragin-
23 Verde Pipeline Project shall be held by the United
24 States as part of the Salt River Federal Reclamation
25 Project pursuant to the Act of June 17, 1902 (32

1 Stat. 388, chapter 1093), and Acts supplemental to
2 and amendatory of that Act (commonly known as
3 the “Reclamation Act of 1902”) (43 U.S.C. 371 et
4 seq.).

5 (5) ASSUMPTION OF AND RESPONSIBILITY FOR
6 CARE, OPERATION, AND MAINTENANCE OF CRAGIN-
7 VERDE PIPELINE PROJECT.—On the Date of Sub-
8 stantial Completion, SRP shall assume and be re-
9 sponsible for the care, operation, and maintenance of
10 the Cragin-Verde Pipeline Project pursuant to the
11 contract between the United States and the Salt
12 River Valley Water Users’ Association dated Sep-
13 tember 6, 1917, as amended.

14 (6) COSTS OF CARE, OPERATION, AND MAINTEN-
15 NANCE TO BE BORNE BY PROJECT BENE-
16 FICIARIES.—

17 (A) IN GENERAL.—The costs of the care,
18 operation, and maintenance of the Cragin-Verde
19 Pipeline Project shall not be borne by SRP.

20 (B) COSTS BORNE BY YAN.—Except as
21 provided in subparagraph 10.10 of the Agree-
22 ment, the Yavapai-Apache Nation and any
23 other beneficiaries of the Cragin-Verde Pipeline
24 Project shall bear the costs of the care, oper-
25 ation, and maintenance of the Cragin-Verde

1 Pipeline Project on a pro rata basis after the
2 Date of Substantial Completion.

3 (C) COSTS BORNE BY SECRETARY.—Until
4 the Date of Substantial Completion, the costs
5 of care, operation, and maintenance shall be
6 borne by the Secretary.

7 (7) WITHDRAWAL AND RESERVATION.—

8 (A) DEFINITION OF COVERED LAND.—In
9 this paragraph, the term “covered land” means
10 the portion of the National Forest System land
11 determined by the Secretary to be necessary for
12 the construction and operation of the Cragin-
13 Verde Pipeline Project as depicted on the map
14 prepared under subparagraph (D).

15 (B) WITHDRAWAL OF COVERED LAND.—
16 The covered land is permanently withdrawn
17 from—

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

20 (ii) location, entry, and patent under
21 the mining laws; and

22 (iii) operation of the mineral leasing,
23 mineral materials, and geothermal leasing
24 laws.

1 (C) RESERVATION OF COVERED LAND.—

2 Subject to valid existing rights, the covered
3 land is reserved to the United States, through
4 the Secretary, for the exclusive right to use the
5 covered land and interests in the covered land
6 for Bureau of Reclamation purposes to con-
7 struct the Cragin-Verde Pipeline Project as
8 part of the Salt River Federal Reclamation
9 Project and operated by SRP pursuant to the
10 contract between the United States and the
11 Salt River Valley Water Users' Association
12 dated September 6, 1917, as amended.

13 (D) MAP OF COVERED LAND.—As soon as
14 practicable after the date of enactment of this
15 Act, the Secretary shall prepare a map depict-
16 ing the boundary of the covered land, which
17 shall be on file and available for public inspec-
18 tion in the appropriate offices of the Forest
19 Service and the Bureau of Reclamation.

20 (e) YAVAPAI-APACHE NATION DRINKING WATER
21 SYSTEM PROJECT.—

22 (1) IN GENERAL.—The Secretary, acting
23 through the Commissioner, shall—

24 (A) plan, design and construct the YAN
25 Drinking Water System Project;

1 (B) comply with all requirements of section
2 4(e)(1); and

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

6 (2) SCOPE.—The scope of the planning, design,
7 and construction activities for the YAN Drinking
8 Water System Project shall be as generally described
9 in the document entitled “Yavapai-Apache Nation
10 Drinking Water Infrastructure Plan” and dated
11 July 2024, subject to the condition that the design
12 of the project may be adjusted by mutual agreement
13 of the Secretary and the Yavapai-Apache Nation
14 if—

15 (A) the requirements of paragraph (3) can
16 be met; and

17 (B) the adjustment is not expected to in-
18 crease the total cost of the YAN Drinking
19 Water System Project.

20 (3) REQUIREMENTS.—The YAN Drinking
21 Water System Project shall—

22 (A) include a surface water treatment fa-
23 cility capable of treating up to 2,250,000 gal-
24 lons of water per day, with a peak of 3,000,000
25 gallons of water per day, for water delivered to

1 the YAN Delivery Point from the C.C. Cragin
2 Dam and Reservoir via the Cragin-Verde Pipe-
3 line Project, except as otherwise provided for in
4 paragraph (4);

5 (B) include pipelines, water storage tanks,
6 pump stations, transmission mains, and other
7 associated infrastructure necessary for the de-
8 livery of the treated water from the surface
9 water treatment facility described in subpara-
10 graph (A) to the locations described in the
11 Yavapai-Apache Nation Drinking Water Infra-
12 structure Plan dated July 2024, or as otherwise
13 agreed to by the Nation and the Secretary; and

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

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

18 For the water described in the amendments made by
19 section 17(a), the Secretary is authorized to increase
20 the capacity of the YAN Drinking Water System
21 Project to treat and deliver up to an additional
22 2,500,000 gallons of water per day, for such water
23 delivered to the YAN Delivery Point from the C.C.
24 Cragin Dam and Reservoir via the Cragin-Verde
25 Pipeline Project, subject to the conditions that—

1 (A) the Yavapai-Apache Nation and the
2 water user or users described in the amend-
3 ments made by section 17(a) agree to terms
4 and conditions for the Nation to treat and dis-
5 tribute the water described in that section;

6 (B)(i) the water user or water users lo-
7 cated in Yavapai County pay their share of the
8 cost of construction to increase the capacity of
9 the YAN Drinking Water System Project; and

10 (ii) payment for such costs are deposited
11 into the YAN Drinking Water System Project
12 Fund Account described in section 7(c)(2) for
13 use for the purposes described in paragraph
14 (1); and

15 (C) the request to increase the capacity of
16 the YAN Drinking Water System Project and
17 meeting the conditions required under this
18 paragraph will not delay the timely completion
19 of the YAN Drinking Water System Project to
20 accept delivery of water from the Cragin-Verde
21 Pipeline Project to the YAN Delivery Point for
22 the benefit of the Yavapai-Apache Nation.

23 (5) TITLE TO FACILITIES.—

1 Education Assistance Act (25 U.S.C. 5301 et seq.),
2 the Secretary shall enter into 1 or more agreements
3 with the Nation to carry out the activities authorized
4 by this subsection.

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

17 (d) DATE OF SUBSTANTIAL COMPLETION.—The Tú
18 níííníhoh Water Infrastructure Project shall be deemed
19 substantially complete on the date on which written notice
20 is provided to the Parties by the Bureau of Reclamation
21 that the Cragin-Verde Pipeline Project and the YAN
22 Drinking Water System Project are sufficiently complete
23 to place the projects into service for their intended use.

1 **SEC. 7. TÚ NĹĹÍNĪCHOH WATER INFRASTRUCTURE**
2 **PROJECT FUND.**

3 (a) ESTABLISHMENT.—The Secretary shall establish
4 a non-trust interest-bearing account, to be known as the
5 Tú nĹĹínĪchoh Water Infrastructure Project Fund (re-
6 ferred to in this section as the “Project Fund”) and to
7 be managed and distributed by the Secretary to carry out
8 this Act.

9 (b) ACCOUNTS.—The Secretary shall establish within
10 the Project Fund the following accounts (referred to in
11 this section as the “Project Fund Accounts”):

12 (1) The Cragin-Verde Pipeline Account.

13 (2) The YAN Drinking Water System Account.

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

15 (1) in the Cragin-Verde Pipeline Account estab-
16 lished under subsection (b)(1), the amounts made
17 available pursuant to section 10(a)(1)(A); and

18 (2) in the YAN Drinking Water System Ac-
19 count established under subsection (b)(2), the
20 amounts made available pursuant to section
21 10(a)(1)(B).

22 (d) USES.—

23 (1) CRAGIN-VERDE PIPELINE ACCOUNT.—The
24 Cragin-Verde Pipeline Account established under
25 subsection (b)(1) shall be used by the Secretary—

1 (A) to carry out section 6(b), including all
2 required environmental compliance under sec-
3 tion 4(c), for the Cragin-Verde Pipeline Project;
4 and

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

11 (2) YAN DRINKING WATER SYSTEM ACCOUNT.—

12 The YAN Drinking Water System Account estab-
13 lished under subsection (b)(2) shall be used by the
14 Secretary to carry out section 6(c), including all re-
15 quired environmental compliance under section 4(c),
16 for the YAN Drinking Water System Project.

17 (e) AVAILABILITY OF AMOUNTS.—

18 (1) IN GENERAL.—Except as provided in para-
19 graph (2), amounts appropriated to and deposited in
20 the Project Fund Accounts under subparagraphs (A)
21 and (B) of section 10(a)(1) shall not be made avail-
22 able for expenditure until the Enforceability Date.

23 (2) EXCEPTION.—Of the amounts described in
24 paragraph (1), \$13,000,000 shall be made available
25 before the Enforceability Date for the Bureau of

1 Reclamation to carry out environmental compliance
2 and preliminary design of the Tú n̄l̄íníchoh Water
3 Infrastructure Project, subject to the following:

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

6 (B) Execution by all of the required settle-
7 ment parties, including the United States, of
8 the conformed Settlement Agreement and ex-
9 hibits, including the waivers and releases of
10 claims under section 11.

11 (f) INTEREST.—In addition to the deposits to the
12 Project Fund Accounts under subsection (c), any invest-
13 ment earnings, including interest credited to amounts un-
14 expended, are authorized to be appropriated to be used
15 in accordance with the uses described in paragraphs (1)
16 and (2) of subsection (d).

17 (g) PROJECT EFFICIENCIES.—

18 (1) IN GENERAL.—If the total cost of the ac-
19 tivities described in subsection (b) or (c) of section
20 6 are less than the amounts authorized to be appro-
21 priated under subparagraphs (A) and (B) of section
22 10(a)(1) to carry out those activities, the Secretary
23 shall deposit the savings into the other Project Fund
24 Account, if such funds are necessary to complete the

1 construction of any component of the Tú ńlǵńńchoh
2 Water Infrastructure Project.

3 (2) REMAINING FUNDS.—

4 (A) IN GENERAL.—Any funds remaining in
5 the Project Fund on the Date of Substantial
6 Completion shall be deposited in the Yavapai-
7 Apache Nation Water Settlement Trust Fund
8 established by section 8(a) not later than 60
9 days after that date.

10 (B) ALLOCATION.—No later than 30 days
11 after the Date of Substantial Completion, the
12 Yavapai-Apache Nation may direct the alloca-
13 tion and amounts for the deposit of such funds
14 to 1 or more of the accounts described in sec-
15 tion 8(b), but if no timely direction is provided
16 to the Secretary, the Secretary shall deposit the
17 full amount of such funds to the Yavapai-
18 Apache Water Projects Account described in
19 paragraph (2) of that section.

20 **SEC. 8. YAVAPAI-APACHE NATION WATER SETTLEMENT**
21 **TRUST FUND.**

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

1 to be managed, invested, and distributed by the Secretary
2 and to remain available until expended, withdrawn, or re-
3 verted to the general fund of the Treasury, consisting of
4 the amounts deposited in the Trust Fund under sub-
5 section (c), together with any investment earnings, includ-
6 ing interest, earned on those amounts for the purpose of
7 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.

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 10(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 that section;

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 that section;

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 that sec-
10 tion; 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 that section.

15 (d) MANAGEMENT AND INTEREST.—

16 (1) MANAGEMENT.—On receipt and deposit of
17 amounts into the Trust Fund pursuant to subsection
18 (c), 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 (c), any investment earnings, including inter-
8 est, credited to amounts in the Trust Fund are au-
9 thorized 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 a Tribal management
18 plan; and

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 paragraph, the Yavapai-Apache Na-
6 tion shall submit to the Secretary an expendi-
7 ture plan for any portion of the Trust Fund
8 that the Yavapai-Apache Nation elects to with-
9 draw pursuant to this paragraph, subject to the
10 condition that the amounts shall be used for the
11 purposes described in this Act.

12 (C) INCLUSIONS.—An expenditure plan
13 under this paragraph shall include a description
14 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 sub-
20 paragraph (B) if the Secretary determines that
21 the expenditure plan—

22 (i) is reasonable; and

23 (ii) is consistent with, and will be used
24 to carry out, 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 established under subsection (b)(1) may
14 only be used—

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 paragraph 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 subparagraph (A), (B), or (C).

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

12 (A) for environmental compliance, permit-
13 ting, planning, engineering and design, and con-
14 struction, 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; and

1 (iii) the proportionate share of the
2 Yavapai-Apache Nation for any joint
3 project with communities in the Verde Val-
4 ley Watershed that facilitate the use or
5 management of the water sources identi-
6 fied in subparagraph 4.1 of the Agreement;
7 and

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

12 (3) THE YAVAPAI-APACHE WASTEWATER
13 PROJECTS ACCOUNT.—Amounts in the Apache
14 Wastewater Projects Account established under sub-
15 section (b)(3) may only be used—

16 (A) for environmental compliance, plan-
17 ning, permitting, engineering and design, and
18 construction, including acquisition of any nec-
19 essary rights-of-way or other interests in land,
20 and any other related activities necessary for
21 the completion of construction for—

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

1 (ii) the proportionate share of the
2 Yavapai-Apache Nation for any joint
3 project or projects with communities in the
4 Verde Valley Watershed that facilitate the
5 reuse 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)(i) to pay the outstanding debt on the
11 loan of the Yavapai-Apache Nation with the
12 Water Infrastructure and Finance Authority of
13 Arizona for the construction of the Middle
14 Verde Water Reclamation Facility; and

15 (ii) to reimburse the Yavapai-Apache Na-
16 tion up to \$8,000,000 in additional construction
17 costs related to construction of the Middle
18 Verde Water Reclamation Facility.

19 (4) THE YAVAPAI-APACHE OM&R ACCOUNT.—
20 Amounts in the Yavapai-Apache OM&R Account es-
21 tablished under subsection (b)(4) may only be used
22 to pay—

23 (A) OM&R and energy costs for the Tú
24 ńłńńńchoh Water Infrastructure Project, includ-

1 ing the Cragin-Verde Pipeline Project and the
2 YAN Drinking Water System Project;

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

9 (C) OM&R for Yavapai-Apache Nation
10 projects described in paragraphs (2), (3), and
11 (5); and

12 (D) OM&R, energy costs, and other
13 charges incurred by the Nation for the storage,
14 transportation and recovery of water or Efflu-
15 ent.

16 (5) YAVAPAI-APACHE WATERSHED REHABILITA-
17 TION AND RESTORATION ACCOUNT.—Amounts in the
18 Yavapai-Apache Watershed Rehabilitation and Res-
19 toration Account established under subsection (b)(5)
20 may only be used for the purpose of environmental
21 compliance, permitting, planning, engineering and
22 design activities, and construction of projects for the
23 protection and restoration of the Verde River Water-
24 shed, and any other related activities necessary for
25 the completion of such projects.

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

5 (i) TITLE TO INFRASTRUCTURE.—Title to, control
6 over, and operation of any project constructed using funds
7 from the Trust Fund shall remain in the Yavapai-Apache
8 Nation.

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

12 (k) EXPENDITURE REPORTS.—The Yavapai-Apache
13 Nation shall annually submit to the Secretary an expendi-
14 ture report describing accomplishments and amounts
15 spent from use of withdrawals under a Tribal management
16 plan under subsection (f)(1) or an expenditure plan under
17 subsection (f)(2).

18 (l) EFFECT.—Nothing in this section gives the
19 Yavapai-Apache Nation the right to judicial review of a
20 determination of the Secretary relating to whether to ap-
21 prove a Tribal management plan under subsection (f)(1)
22 or an expenditure plan under subsection (f)(2) except
23 under subchapter II of chapter 5, and chapter 7, of title
24 5, United States Code (commonly known as the “Adminis-
25 trative Procedure Act”).

1 **SEC. 9. GAGING STATION.**

2 The Secretary, acting through the Director of the
3 USGS, shall continue to maintain and operate the existing
4 USGS gaging station at the YAN Point of Compliance,
5 identified as “Verde River Above Camp Verde -
6 09504950” in Exhibit 11.1B to the Agreement, within the
7 Yavapai-Apache Reservation, for the purpose of moni-
8 toring the instream flow right of the Yavapai-Apache Na-
9 tion to the Verde River as described in paragraph 11.0
10 of the Agreement.

11 **SEC. 10. FUNDING.**

12 (a) MANDATORY APPROPRIATIONS.—Out of any
13 money in the Treasury not otherwise appropriated, the
14 Secretary of the Treasury shall transfer to the Secretary,
15 to remain available to the Secretary until expended, with-
16 drawn, or reverted to the general fund of the Treasury,
17 the following amounts:

18 (1) TÚ NĹĹÍNÍCHOH WATER INFRASTRUCTURE
19 PROJECT FUND.—For deposit in the following ac-
20 counts of the Tú nĹĹíníchoh Water Infrastructure
21 Project Fund established under section 7(a):

22 (A) \$731,059,000 in the Cragin-Verde
23 Pipeline Account established under section
24 7(b)(1).

1 (B) \$152,490,000 in the YAN Drinking
2 Water System Account established under sec-
3 tion 7(b)(2).

4 (2) YAVAPAI-APACHE NATION WATER SETTLE-
5 MENT TRUST FUND.—For deposit in the following
6 accounts of the Yavapai-Apache Nation Water Set-
7 tlement Trust Fund established under section 8(a):

8 (A) \$300,000 in the Yavapai-Apache
9 Water Settlement Implementation Account es-
10 tablished under section 8(b)(1).

11 (B) \$58,000,000 in the Yavapai-Apache
12 Water Projects Account established under sec-
13 tion 8(b)(2).

14 (C) \$31,000,000 in the Yavapai-Apache
15 Wastewater Projects Account established under
16 section 8(b)(3).

17 (D) \$66,000,000 in the Yavapai-Apache
18 OM&R Account established under section
19 8(b)(4).

20 (E) \$700,000 in the Yavapai-Apache Wa-
21 tershed Rehabilitation and Restoration Account
22 established under section 8(b)(5).

23 (b) FLUCTUATION IN COSTS.—

24 (1) PROJECT FUND.—The amounts appro-
25 priated under subsection (a)(1) shall be—

1 (A) increased or decreased, as appropriate,
2 by such amounts as may be justified by reason
3 of ordinary fluctuations in costs occurring after
4 January 1, 2024, as indicated by the Bureau of
5 Reclamation Construction Cost Index applicable
6 to the types of construction involved; and

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

14 (2) TRUST FUND.—The amounts appropriated
15 under subsection (a)(2) shall be—

16 (A) increased or decreased, as appropriate,
17 by such amounts as may be justified by reason
18 of ordinary fluctuations in costs occurring after
19 January 1, 2024, as indicated by the Bureau of
20 Reclamation Construction Cost Index—Com-
21 posite Trend; and

22 (B) adjusted to address construction cost
23 changes necessary to account for unforeseen
24 market volatility that may not otherwise be cap-
25 tured by engineering cost indices as determined

1 by the Secretary, including repricing applicable
2 to the means of construction and current indus-
3 try standards involved.

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

8 (4) REQUIREMENTS FOR ADJUSTMENT PROC-
9 ESS.—The adjustment process under this subsection
10 shall be repeated for each subsequent amount appro-
11 priated for deposit in the Tú ńłńńńńńńńńńń Water Infra-
12 structure Project Fund under subsection (a)(1) and
13 the Yavapai-Apache Nation Water Settlement Trust
14 Fund under subsection (a)(2), until the amount au-
15 thorized to be appropriated, as so adjusted, has been
16 appropriated.

17 (5) PERIOD OF INDEXING.—

18 (A) PROJECT FUND.—With respect to the
19 Tú ńłńńńńńńńńńń Water Infrastructure Project
20 Fund, the period of indexing adjustment for
21 any increment of funding shall be annual until
22 the Tú ńłńńńńńńńńńń Water Infrastructure Project
23 is completed.

24 (B) TRUST FUND.—With respect to the
25 Yavapai-Apache Nation Water Settlement Trust

1 Fund, the period of indexing adjustment for
2 any increment of funding shall end on the date
3 on which funds are deposited into the Yavapai-
4 Apache Nation Water Settlement Trust Fund.

5 (c) COMMENCEMENT OF ENVIRONMENTAL COMPLI-
6 ANCE.—Subject to the requirements of subparagraphs (A)
7 and (B) of section 7(e)(2), effective beginning on the date
8 of deposit of funds in the Tú ńłńńńchoh Water Infrastruc-
9 ture Project Fund under subsection (a)(1), the Secretary
10 shall commence any planning, design, environmental, cul-
11 tural, and historical compliance activities necessary to im-
12 plement the Agreement and this Act, including activities
13 necessary to comply with section 4(c)(1).

14 **SEC. 11. WAIVERS, RELEASES, AND RETENTIONS OF**
15 **CLAIMS.**

16 (a) WAIVER, RELEASE, AND RETENTION OF CLAIMS
17 FOR WATER RIGHTS AND INJURY TO WATER RIGHTS BY
18 THE YAVAPAI-APACHE NATION, ON BEHALF OF THE
19 YAVAPAI-APACHE NATION AND THE MEMBERS OF THE
20 YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE
21 CAPACITY OF THE MEMBERS AS ALLOTTEES), AND THE
22 UNITED STATES, ACTING AS TRUSTEE FOR THE
23 YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE
24 CAPACITY OF THE MEMBERS AS ALLOTTEES).—

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

17 (A) past, present, and future claims for
18 Water Rights, including rights to Colorado
19 River Water, for YAN Land, arising from time
20 immemorial and, thereafter, forever;

21 (B) past, present, and future claims for
22 Water Rights, including rights to Colorado
23 River Water, arising from time immemorial
24 and, thereafter, forever, that are based on the
25 aboriginal occupancy of land by the Yavapai-

1 Apache Nation, the predecessors of the
2 Yavapai-Apache Nation, the Members of the
3 Yavapai-Apache Nation, or the predecessors of
4 the Members of the Yavapai-Apache Nation;

5 (C) past and present claims for Injury to
6 Water Rights, including rights to Colorado
7 River Water, for YAN Land, arising from time
8 immemorial through the Enforceability Date;

9 (D) past, present, and future claims for
10 Injury to Water Rights, including rights to Col-
11 orado River Water, arising from time immemo-
12 rial and, thereafter, forever, that are based on
13 the aboriginal occupancy of land by the
14 Yavapai-Apache Nation, the predecessors of the
15 Yavapai-Apache Nation, the Members of the
16 Yavapai-Apache Nation, or the predecessors of
17 the Members of the Yavapai-Apache Nation;

18 (E) claims for Injury to Water Rights, in-
19 cluding rights to Colorado River Water, arising
20 after the Enforceability Date, for YAN Land,
21 resulting from the off-Reservation Diversion or
22 Use of Water in a manner not in violation of
23 the Agreement or State law; and

24 (F) past, present, and future claims aris-
25 ing out of, or relating in any manner to, the ne-

1 gotiation, execution, or adoption of the Agree-
2 ment, any judgment or decree approving or in-
3 corporating the Agreement, or this Act.

4 (2) FORM; EFFECT.—The waiver and release of
5 claims described in paragraph (1)—

6 (A) shall be in the form described in Ex-
7 hibit 13.1 to the Agreement; and

8 (B) shall take effect on the Enforceability
9 Date.

10 (3) RETENTION OF CLAIMS.—Notwithstanding
11 the waiver and release of claims described in para-
12 graph (1) and Exhibit 13.1 to the Agreement, the
13 Yavapai-Apache Nation, on behalf of the Yavapai-
14 Apache Nation and the Members of the Yavapai-
15 Apache Nation, and the United States, acting as
16 trustee for the YAN and the Members of the YAN
17 (but not Members in the capacity of the Members as
18 Allottees), shall retain any right—

19 (A) subject to subparagraph 17.9 of the
20 Agreement, to assert claims for injuries to, and
21 seek enforcement of, their rights under the
22 Agreement or this Act in any Federal or State
23 court of competent jurisdiction;

24 (B) to assert claims for injuries to, and
25 seek enforcement of, their rights under any

1 judgment or decree entered by the Gila River
2 Adjudication Court, including the Verde River
3 Decree;

4 (C) to assert claims for Water Rights or
5 Injury to Water Rights acquired before the En-
6 forceability Date pursuant to subparagraph
7 4.14.1 of the Agreement;

8 (D) to challenge or object to any claims for
9 Water Rights or Injury to Water Rights by or
10 for any Indian Tribe, or the United States act-
11 ing on behalf of any Indian Tribe;

12 (E) to assert past, present, or future
13 claims for Injury to Water Rights against any
14 Indian Tribe, or the United States, acting on
15 behalf of any Indian Tribe;

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

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

5 (i) the Water is determined by the
6 Gila River Adjudication Court to be Sur-
7 face Water;

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

12 (iii) the well was constructed after the
13 Effective Date; and

14 (iv) the well is not—

15 (I) a Replacement Well;

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

19 (III) operated by a Municipal
20 Water Provider pursuant to an agree-
21 ment with the Yavapai-Apache Nation
22 under subparagraph 16.1.2 of the
23 Agreement;

24 (IV) constructed for Domestic
25 Use or Stock Watering Use;

1 (V) constructed to supply a
2 Stockpond with a capacity not to ex-
3 ceed 4 acre-feet;

4 (VI) used by a city or town in
5 the Prescott active management
6 area—

7 (aa) to withdraw Under-
8 ground Water from land located
9 in the Big Chino sub-basin of the
10 Verde River groundwater basin
11 that has historically irrigated
12 acres for transportation to an ad-
13 jacent initial active management
14 area under the criteria described
15 in sections 45-555(A), 45-
16 555(B), 45-555(C), and 45-
17 555(D) of the Arizona Revised
18 Statutes, as those sections exist
19 as of the Effective Date, a copy
20 of which is attached as Exhibit
21 13.1.3 to the Agreement;

22 (bb) to withdraw and trans-
23 port 8,068 AFY of Underground
24 Water from the Big Chino sub-
25 basin of the Verde River ground-

1 water basin to the Prescott active
2 management area pursuant to
3 the criteria described in sections
4 45-555(E) and 45-555(G) of the
5 Arizona Revised Statutes, as
6 those sections exist as of the Ef-
7 fective Date, a copy of which is
8 attached as Exhibit 13.1.3 to the
9 Agreement; or

10 (cc) to withdraw and trans-
11 port Underground Water from
12 land located in the Big Chino
13 sub-basin of the Verde River
14 groundwater basin to the Pres-
15 cott active management area to
16 meet the additional needs of an
17 Indian Tribe in the Prescott ac-
18 tive management area pursuant
19 to a federally-approved Indian
20 water rights settlement under
21 sections 45-555(G) and 45-
22 555(F), as those sections exist as
23 of the Effective Date, a copy of
24 which is attached as Exhibit
25 13.1.3 to the Agreement; and

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 certain conditions, includ-
8 ing that—

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 described 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 percent served with Ef-
19 fluent, greywater, harvested rain-
20 water, or some combination
21 thereof; and

22 (ee) ornamental water fea-
23 tures (except swimming pools),
24 ponds, and lakes constructed
25 after the well is drilled are, to the

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

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

16 (1) IN GENERAL.—Except as provided in para-
17 graph (3), the Yavapai-Apache Nation, on behalf of
18 the Yavapai-Apache Nation and the Members of the
19 Yavapai-Apache Nation (but not Members in the ca-
20 pacity of the Members as Allottees), as part of the
21 performance of the obligations of the Yavapai-
22 Apache Nation under the Agreement and this Act,
23 shall execute a waiver and release of all claims
24 against the United States, including agencies, offi-

1 cials, and employees of the United States, under
2 Federal, State, or other law for all—

3 (A) past, present, and future claims for
4 Water Rights, including rights to Colorado
5 River Water, for YAN Land, arising from time
6 immemorial and, thereafter, forever;

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

16 (C) past and present claims relating in any
17 manner to damage, losses, or injury to land or
18 other resources due to loss of Water or Water
19 Rights (including damages, losses, or injuries to
20 hunting, fishing, gathering, or cultural rights
21 due to loss of Water or Water Rights, claims
22 relating to interference with, Diversion, or tak-
23 ing of Water, or claims relating to the failure
24 to protect, acquire, or develop Water, Water
25 Rights, or Water infrastructure) within the

1 State that first accrued at any time prior to the
2 Enforceability Date;

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

7 (E) past, present, and future claims for In-
8 jury to Water Rights, including rights to Colo-
9 rado River Water, arising from time immemo-
10 rial and, thereafter, forever, that are based on
11 the aboriginal occupancy of land by the
12 Yavapai-Apache Nation, the predecessors of the
13 Yavapai-Apache Nation, the Members of the
14 Yavapai-Apache Nation, or the predecessors of
15 the members of the Yavapai-Apache Nation;

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

22 (G) past, present, and future claims aris-
23 ing out of, or relating in any manner to, the ne-
24 gotiation, execution, or adoption of the Agree-

1 ment, any judgment or decree approving or in-
2 corporating the Agreement, or this Act.

3 (2) FORM; EFFECT.—The waiver and release of
4 claims described in paragraph (1)—

5 (A) shall be in the form described in Ex-
6 hibit 13.2 to the Agreement; and

7 (B) shall take effect on the Enforceability
8 Date.

9 (3) RETENTION OF CLAIMS.—Notwithstanding
10 the waiver and release of claims described in para-
11 graph (1) and Exhibit 13.2 to the Agreement, the
12 Yavapai-Apache Nation, on behalf of the Yavapai-
13 Apache Nation and the Members of the Yavapai-
14 Apache Nation (but not Members in the capacity of
15 the Members as Allottees) shall retain any right—

16 (A) subject to Subparagraph 17.9 of the
17 Agreement, to assert claims for injuries to, and
18 seek enforcement of, their rights under the
19 Agreement or this Act in any Federal or State
20 court of competent jurisdiction;

21 (B) to assert claims for injuries to, and
22 seek enforcement of, rights under any judgment
23 or decree entered by the Gila River Adjudica-
24 tion Court, including the Verde River Decree;

1 (C) to assert claims for Water Rights or
2 Injury to Water Rights acquired before the En-
3 forceability Date pursuant to subparagraph
4 4.14.1 of the Agreement;

5 (D) to challenge or object to any claims for
6 Water Rights or Injury to Water Rights by or
7 for any Indian Tribe or the United States act-
8 ing on behalf of any Indian Tribe;

9 (E) to assert past, present, or future
10 claims for Injury to Water Rights against any
11 Indian Tribe or the United States acting on be-
12 half of any Indian Tribe;

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

23 (G) to assert claims for Injury to Water
24 Rights arising after the Enforceability Date for

1 YAN Land resulting from any off-Reservation
2 Diversion or Use of Water from a well, if—

3 (i) the Water is determined by the
4 Gila River Adjudication Court to be Sur-
5 face Water;

6 (ii) the well is located within the
7 Verde River Watershed above Gage No.
8 09506000, Verde River near Camp Verde,
9 AZ;

10 (iii) the well was constructed after the
11 Effective Date; and

12 (iv) the well is not—

13 (I) a Replacement Well;

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

17 (III) operated by a Municipal
18 Water Provider pursuant to an agree-
19 ment with the Yavapai-Apache Nation
20 under subparagraph 16.1.2 of the
21 Agreement;

22 (IV) constructed for Domestic
23 Use or Stock Watering Use; or

1 (V) constructed to supply a
2 Stockpond with a capacity not to ex-
3 ceed 4 acre-feet.

4 (c) WAIVER, RELEASE AND RETENTION OF CLAIMS
5 BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT
6 AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE
7 YAVAPAI-APACHE NATION) AGAINST THE YAVAPAI-
8 APACHE NATION AND THE MEMBERS OF THE YAVAPAI-
9 APACHE NATION.—

10 (1) IN GENERAL.—Except as provided in para-
11 graph (3), the United States, in all capacities (ex-
12 cept as trustee for an Indian Tribe other than the
13 Yavapai-Apache Nation), as part of the performance
14 of the obligations of the United States under the
15 Agreement and this Act, shall execute a waiver and
16 release of all claims against the Yavapai-Apache Na-
17 tion, the Members of the Yavapai-Apache Nation, or
18 any agency, official, or employee of the Yavapai-
19 Apache Nation, under Federal, State, or any other
20 law for all—

21 (A) past and present claims for Injury to
22 Water Rights, including rights to Colorado
23 River Water, resulting from the Diversion or
24 Use of Water on YAN Land arising from time
25 immemorial through the Enforceability Date;

1 (B) claims for Injury to Water Rights, in-
2 cluding rights to Colorado River Water, arising
3 after the Enforceability Date, resulting from
4 the Diversion or Use of Water on YAN Land
5 in a manner that is not in violation of the
6 Agreement or State law; and

7 (C) past, present, and future claims aris-
8 ing out of, or related in any manner to, the ne-
9 gotiation, execution, or adoption of the Agree-
10 ment, any judgment or decree approving or in-
11 corporating the Agreement, or this Act.

12 (2) FORM; EFFECT.—The waiver and release of
13 claims described in paragraph (1)—

14 (A) shall be in the form described in Ex-
15 hibit 13.3 to the Agreement; and

16 (B) shall take effect on the Enforceability
17 Date.

18 (3) RETENTION OF CLAIMS.—Notwithstanding
19 the waiver and release of claims described in para-
20 graph (1) and Exhibit 13.3 to the Agreement, the
21 United States shall retain any right to assert any
22 claim not expressly waived in accordance with that
23 paragraph and that exhibit.

24 (d) NO EFFECT ON ACTIONS RELATING TO HEALTH,
25 SAFETY OR ENVIRONMENT.—Nothing in the Agreement

1 or this Act affects any right of the United States or the
2 Yavapai-Apache Nation on behalf of the Yavapai-Apache
3 Nation, or on behalf of the Members of the Yavapai-
4 Apache Nation, to take any action authorized by law relat-
5 ing to health, safety, or the environment, including—

6 (1) the Federal Water Pollution Control Act
7 (33 U.S.C. 1251 et seq.);

8 (2) the Safe Drinking Water Act (42 U.S.C.
9 300f et seq.);

10 (3) the Comprehensive Environmental Re-
11 sponse, Compensation, and Liability Act of 1980 (42
12 U.S.C. 9601 et seq.); and

13 (4) any regulations implementing the Acts de-
14 scribed in paragraphs (1) through (3).

15 **SEC. 12. SATISFACTION OF WATER RIGHTS AND OTHER**
16 **BENEFITS; EFFECT ON MEMBERS OF THE**
17 **YAVAPAI-APACHE NATION AND DINAH HOOD**
18 **ALLOTMENT.**

19 (a) IN GENERAL.—The benefits provided under the
20 Agreement and this Act shall be in complete replacement
21 of, in complete substitution for, and in full satisfaction of
22 any claim of the Yavapai-Apache Nation and the Members
23 of the Yavapai-Apache Nation (but not Members in the
24 capacity of the Members as Allottees) against the parties
25 to the Agreement, including the United States, that is

1 waived and released by the Yavapai-Apache Nation acting
2 on behalf of the Yavapai-Apache Nation and the Members
3 of the Yavapai-Apache Nation (but not Members in the
4 capacity of the Members as Allottees) pursuant to—

5 (1) subsections (a) and (b) of section 11; and

6 (2) subparagraphs 13.1 and 13.2 of the Agree-
7 ment.

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

18 (1) the Yavapai-Apache Nation;

19 (2) the Members of the Yavapai-Apache Nation
20 (but not Members in the capacity of the Members as
21 Allottees); and

22 (3) the United States as trustee for the
23 Yavapai-Apache Nation and the Members of the
24 Yavapai-Apache Nation (but not Members in the ca-
25 pacity of the Members as Allottees).

1 (c) SAVINGS PROVISION.—Notwithstanding sub-
2 sections (a) and (b), nothing in the Agreement or this
3 Act—

4 (1) recognizes or establishes any right of a
5 Member of the Yavapai-Apache Nation to Water on
6 YAN Land; or

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

10 (d) EFFECT ON MEMBERS OF THE YAVAPAI-APACHE
11 NATION.—Except as provided in subsections (a) and (b),
12 and sections 11(a) and 11(b), the Agreement and this Act
13 shall not affect any rights of any Member of the Yavapai-
14 Apache Nation to Water for land outside of YAN Land.

15 (e) EFFECT ON DINAH HOOD ALLOTMENT.—

16 (1) IN GENERAL.—Nothing in the Agreement
17 or this Act—

18 (A) quantifies or diminishes any Water
19 Right, or any claim or entitlement to Water, for
20 the Dinah Hood Allotment; or

21 (B) precludes beneficial owners of the
22 Dinah Hood Allotment, or the United States
23 acting in its capacity as trustee for beneficial
24 owners of the Dinah Hood allotment, from
25 making claims for Water Rights in the State.

1 (2) CLAIM AUTHORIZATION.—To the extent au-
2 thorized by applicable law, beneficial owners of the
3 Dinah Hood Allotment or the United States acting
4 in its capacity as trustee for beneficial owners of the
5 Dinah Hood allotment may make claims to, and may
6 be adjudicated, individual Water Rights in the State.

7 (3) EXCEPTION.—Notwithstanding paragraph
8 (1), the Yavapai-Apache Nation, in the capacity of
9 the Yavapai-Apache Nation as a holder of a bene-
10 ficial real property interest in the Dinah Hood Allot-
11 ment, shall not object to, challenge, or dispute the
12 claims of water users to Water from the Verde River
13 Watershed in—

14 (A) the Gila River Adjudication Pro-
15 ceedings; or

16 (B) any other judicial or administrative
17 proceeding.

18 **SEC. 13. TRUST LAND.**

19 (a) YAVAPAI-APACHE RESERVATION.—The Yavapai-
20 Apache Reservation includes—

21 (1) the land located within the exterior bound-
22 aries of the Yavapai-Apache Reservation, as de-
23 scribed and depicted in Exhibits 2.96A through
24 2.96E and 2.102 to the Agreement, as documented

1 by the Land Titles and Records Office of the De-
2 partment of the Interior;

3 (2) the land added to the Reservation pursuant
4 to subsection (b);

5 (3) the trust lands identified in Exhibit 2.98A
6 to the Agreement as—

7 (A) Montezuma Parcel A (NF1);

8 (B) Montezuma Parcel B (NF2);

9 (C) Montezuma Parcel C (NF3);

10 (D) Montezuma Parcel D (NF4);

11 (E) Lower Verde 260 Parcel (NF5);

12 (F) Upper 260 (NF6);

13 (G) Middle Verde Parcel A (NF7);

14 (H) Middle Verde Parcel B (NF8); and

15 (I) Middle Verde Parcel C (NF9); and

16 (4) land that, as of the Enforceability Date, has
17 been added to the Reservation pursuant to Federal
18 law.

19 (b) LAND TO BE TAKEN INTO TRUST.—

20 (1) IN GENERAL.—By the date that is not later
21 than 30 days after the date of enactment of this
22 Act, the Secretary is authorized and directed to ac-
23 cept the transfer of title to the land shown on the
24 maps in Exhibits 2.98A and 2.98B to the Agree-
25 ment, as identified in subparagraphs (A) through

1 (G) of paragraph (2), and to hold that land in trust
2 for the benefit of the Yavapai-Apache Nation.

3 (2) LAND DESCRIBED.—The land referred to in
4 paragraph (1) includes the following:

5 (A) OTTER WATERS.—A tract of land lo-
6 cated in Section 33, Township 15 North, Range
7 4 East, Gila and Salt River Base and Meridian,
8 Yavapai County, Arizona, as described in in-
9 strument number 2023-0005245 recorded on
10 February 3, 2023 in the records of the Yavapai
11 County Recorder.

12 (B) CEMETERY PROPERTY.—A tract of
13 land located in the East half of the Northeast
14 quarter of Section 11, Township 14 North,
15 Range 4 East, Gila and Salt River Meridian,
16 Yavapai County, Arizona, as described in in-
17 strument number 2023-0025892 recorded on
18 June 15, 2023 in the records of the Yavapai
19 County Recorder.

20 (C) BROWN PROPERTY.—

21 (i) PARCEL 1.—A tract of land located
22 in the Southwest quarter of the Southwest
23 quarter of Section 2, Township 14 North,
24 Range 4 East of the Gila and Salt River
25 Base and Meridian, Yavapai County, Ari-

1 zona, as described in instrument number
2 2021-0087445 recorded on December 9,
3 2021 in the records of the Yavapai County
4 Recorder.

5 (ii) PARCEL 2.—A tract of land lo-
6 cated in the Southwest quarter of the
7 Southwest quarter of Section 2 and the
8 Northwest quarter of the Northwest quar-
9 ter of Section 11, Township 14 North,
10 Range 4 East of the Gila and Salt River
11 Base and Meridian, Yavapai County, Ari-
12 zona, as described in instrument number
13 2021-0087445 recorded on December 9,
14 2021 in the records of the Yavapai County
15 Recorder.

16 (D) DISTANT DRUMS RV PARK PROP-
17 ERTY.—

18 (i) PARCEL 1.—A tract of land as re-
19 corded in Book 3627, Page 782, Records
20 of Yavapai County, located in a portion of
21 Government Lots 10 and 11 of Section 7
22 and Government Lots 13 and 14 of Sec-
23 tion 18, Township 14 North, Range 5 East
24 of the Gila and Salt River Base and Merid-
25 ian, Yavapai County, Arizona, as described

1 in Book 4332, Page 281 recorded on No-
2 vember 7, 2005 in the records of the
3 Yavapai County Recorder.

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

12 (iii) PARCEL 3.—A tract of land lo-
13 cated in Section 7, Township 14 North,
14 Range 5 East of the Gila and Salt River
15 Base and Meridian, Yavapai County, Ari-
16 zona, as described in Book 4332, Page 281
17 recorded on November 7, 2005 in the
18 records of the Yavapai County Recorder.

19 (E) SONIC/CHEVRON PROPERTY.—

20 (i) PARCEL 1.—A tract of land located
21 in that part of Lot 13, Section 18, Town-
22 ship 14, North, Range 5 East of the Gila
23 and Salt River Base and Meridian,
24 Yavapai County, Arizona, being a portion
25 of that parcel of land described in Book

1 3068, Page 519 in the Office of the
2 Yavapai County Recorder, as described in
3 Book 4115, Page 876 recorded on Feb-
4 ruary 2, 2004 in the records of the
5 Yavapai County Recorder.

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

17 (iii) PARCEL 3.—A tract of land lo-
18 cated in that part of Lot 13, Section 18,
19 Township 14 North, Range 5 East of the
20 Gila and Salt River Base and Meridian,
21 Yavapai County, Arizona, being a portion
22 of that parcel of land described in Book
23 3068, Page 519 in the office of the
24 Yavapai County Recorder, as described in
25 Book 4115, Page 888 recorded on Feb-

1 ruary 2, 2004 in the records of the
2 Yavapai County Recorder.

3 (F) ARENA DEL LOMA PROPERTY.—

4 (i) PARCEL 1.—A tract of land located
5 in Section 19, Township 14 North, Range
6 5 East of the Gila and Salt River Base
7 and Meridian, Yavapai County, Arizona, as
8 described in instrument number 2020-
9 0044727 recorded on August 7, 2020 in
10 the records of the Yavapai County Re-
11 corder.

12 (ii) PARCEL 2.—A tract of land lo-
13 cated in Section 19, Township 14 North,
14 Range 5 East of the Gila and Salt River
15 Base and Meridian, Yavapai County, Ari-
16 zona, lying within South Middle Verde
17 Road (Arena Del Loma Road) as aban-
18 doned by Town of Camp Verde, as shown
19 on plat of record in Book 198 of Maps,
20 Page 51, records of Yavapai County, Ari-
21 zona, as described in instrument number
22 2020-0044727 recorded on August 7, 2020
23 in the records of the Yavapai County Re-
24 corder.

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

13 (G) GIANT'S GRAVE PROPERTY.—

14 (i) PARCEL 1.—A tract of land located
15 in the Northeast quarter of the Southwest
16 quarter of Section 19, Township 16 North,
17 Range 3 East of the Gila and Salt River
18 Base and Meridian, Yavapai County, Ari-
19 zona, as described in Book 3319, Page
20 620, instrument number 9667800 recorded
21 on November 27, 1996 in the records of
22 the Yavapai County Recorder.

23 (ii) PARCEL 2.—A tract of land lo-
24 cated in the South half of the South half
25 of Section 19 and in the Northeast quarter

1 of the Northwest quarter of Section 30,
2 Township 16 North, Range 3 East of the
3 Gila and Salt River Base and Meridian,
4 Yavapai County, Arizona, as described in
5 Book 3319, Page 620, instrument number
6 9667800 recorded on November 27, 1996
7 in the records of the Yavapai County Re-
8 corder.

9 (iii) PARCEL 3.—A tract of land 20
10 feet in width and more or less 178 feet in
11 length located in the South $\frac{1}{2}$ of Section
12 19, Township 16 North, Range 3 East of
13 the Gila and Salt River Base and Merid-
14 ian, Yavapai County, Arizona, being a por-
15 tion of that certain parcel of land described
16 in Book 3568, Page 18, Official Records
17 recorded in the Yavapai County Recorder's
18 Office, Yavapai County, Arizona, as de-
19 scribed in instrument number 2022-
20 0036985 recorded on June 15, 2022 in the
21 records of the Yavapai County Recorder.

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

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

5 (5) LAND DESCRIPTIONS.—The Secretary may
6 correct, by mutual agreement with the Yavapai-
7 Apache Nation, any errors in the land descriptions
8 of the land conveyed to the Secretary pursuant to
9 this subsection.

10 (6) CONFLICT.—In the case of a conflict be-
11 tween a map and a description of land in this Act,
12 the map shall control unless the Secretary and the
13 Yavapai-Apache Nation mutually agree otherwise.

14 **SEC. 14. YAVAPAI-APACHE NATION CAP WATER.**

15 (a) YAVAPAI-APACHE NATION AMENDED CAP
16 WATER DELIVERY CONTRACT.—

17 (1) IN GENERAL.—In accordance with the
18 Yavapai-Apache Nation Water Rights Settlement
19 Agreement and the requirements described in para-
20 graph (2), the Secretary shall enter into the YAN
21 Amended CAP Water Delivery Contract.

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

24 (A) IN GENERAL.—The YAN Amended
25 CAP Water Delivery Contract shall—

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

4 (ii) take effect on the Enforceability
5 Date; and

6 (iii) be without limit as to term.

7 (B) YAN CAP WATER.—

8 (i) IN GENERAL.—The YAN CAP
9 water may be delivered for use in the State
10 through—

11 (I) any project authorized under
12 this Act; or

13 (II) the CAP System.

14 (C) CONTRACTUAL DELIVERY.—The Sec-
15 retary shall deliver the YAN CAP water to
16 Yavapai-Apache Nation in accordance with the
17 terms and conditions of the YAN Amended
18 CAP Water Delivery Contract .

19 (D) DELIVERY OF CAP INDIAN PRIORITY
20 WATER.—

21 (i) IN GENERAL.—If a time of short-
22 age (as that term is described in the YAN
23 Amended CAP Water Delivery Contract)
24 exists, the amount of CAP Indian Priority
25 Water available to the YAN in the applica-

1 ble Year shall be computed in accordance
2 with the YAN Amended CAP Repayment
3 Contract.

4 (E) LEASES AND EXCHANGES OF YAVAPAI-
5 APACHE NATION CAP WATER.—On or after the
6 date on which the YAN Amended CAP Water
7 Delivery Contract becomes effective, the
8 Yavapai-Apache Nation may, with the approval
9 of the Secretary, enter into contracts or options
10 to lease or to exchange YAN CAP Water in
11 Coconino, Gila, Maricopa, Pinal, Pima, and
12 Yavapai counties, Arizona, providing for the
13 temporary delivery to any individual or entity of
14 any portion of the YAN CAP Water.

15 (F) TERMS OF LEASES AND EX-
16 CHANGES.—

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

20 (ii) EXCHANGES.—Contracts or op-
21 tions to exchange under subparagraph (E)
22 shall be for the term provided for in the
23 contract or option, as applicable.

24 (iii) RENEGOTIATION.—The YAN
25 may, with the approval of the Secretary,

1 renegotiate any lease described in subpara-
2 graph (E), at any time during the term of
3 the lease, subject to the condition that the
4 term of the renegotiated lease does not ex-
5 ceed 100 years.

6 (G) PROHIBITION ON PERMANENT ALIEN-
7 ATION.—No YAN CAP Water may be perma-
8 nently alienated.

9 (H) ENTITLEMENT TO LEASE AND EX-
10 CHANGE FUNDS; OBLIGATIONS OF THE UNITED
11 STATES.—

12 (i) ENTITLEMENT.—

13 (I) IN GENERAL.—The Yavapai-
14 Apache Nation shall be entitled to all
15 consideration due to the Yavapai-
16 Apache Nation under any contract to
17 lease, option to lease, contract to ex-
18 change, or option to exchange the
19 YAN CAP Water entered into by the
20 Yavapai-Apache Nation.

21 (II) EXCLUSION.—The United
22 States shall not, in any capacity, be
23 entitled to the consideration described
24 in subclause (I).

1 (ii) OBLIGATIONS OF THE UNITED
2 STATES.—The United States shall not, in
3 any capacity, have any trust or other obli-
4 gation to monitor, administer, or account
5 for, in any manner, any funds received by
6 the Yavapai-Apache Nation as consider-
7 ation under any contract to lease, option to
8 lease, contract to exchange, or option to
9 exchange the YAN CAP Water entered
10 into by Yavapai-Apache Nation, except in
11 a case in which the Yavapai-Apache Nation
12 deposits the proceeds of any lease, option
13 to lease, contract to exchange, or option to
14 exchange into an account held in trust for
15 the Yavapai-Apache Nation by the United
16 States.

17 (I) WATER USE AND STORAGE.—

18 (i) IN GENERAL.—The Yavapai-
19 Apache Nation may use YAN CAP Water
20 on or off the YAN Reservation.

21 (ii) STORAGE.—The Yavapai-Apache
22 Nation, in accordance with State law, may
23 store YAN CAP Water at 1 or more un-
24 derground storage facilities or groundwater
25 savings facilities.

1 (iii) ASSIGNMENT.—The Yavapai-
2 Apache Nation may, without the approval
3 of the Secretary, sell, transfer, or assign
4 any long-term storage credits accrued as a
5 result of storage described in clause (ii).

6 (J) USE OUTSIDE STATE.—The Yavapai-
7 Apache Nation may not use, lease, exchange,
8 forbear, or otherwise transfer any YAN CAP
9 Water for use directly or indirectly outside the
10 State.

11 (K) CAP FIXED OM&R CHARGES.—

12 (i) IN GENERAL.—The CAP Oper-
13 ating Agency shall be paid the CAP Fixed
14 OM&R charges associated with the delivery
15 of all YAN CAP Water.

16 (ii) PAYMENT OF CHARGES.—Except
17 as provided in subparagraph (N), all CAP
18 Fixed OM&R charges associated with the
19 delivery of YAN CAP Water to the
20 Yavapai-Apache Nation shall be paid by—

21 (I) the Secretary, pursuant to
22 section 403(f)(2)(A) of the Colorado
23 River Basin Project Act (43 U.S.C.
24 1543(f)(2)(A)), subject to the condi-
25 tion that funds for that payment are

1 available in the Lower Colorado River
2 Basin Development Fund; and

3 (II) if the funds described in sub-
4 clause (I) become unavailable, the
5 Yavapai-Apache Nation.

6 (L) CAP PUMPING ENERGY CHARGES.—

7 (i) IN GENERAL.—The CAP Oper-
8 ating Agency shall be paid the CAP Pump-
9 ing Energy Charge associated with the de-
10 livery of YAN CAP Water only in cases in
11 which the CAP System is used for the de-
12 livery of that YAN CAP Water.

13 (ii) PAYMENT OF CHARGES.—Any ap-
14 plicable CAP Pumping Energy Charge as-
15 sociated with the delivery of the YAN CAP
16 Water shall be paid by the Yavapai-Apache
17 Nation, except for—

18 (I) CAP Water not delivered
19 through the CAP System, which does
20 not incur a CAP Pumping Energy
21 Charge; or

22 (II) water delivered to other per-
23 sons, as described in subparagraph
24 (N).

1 (M) WAIVER OF PROPERTY TAX EQUIVA-
2 LENCY PAYMENTS.—No property tax or in-lieu
3 property tax equivalency shall be due or payable
4 by the Yavapai-Apache Nation for the delivery
5 of CAP Water or for the storage of CAP Water
6 in an underground storage facility or ground-
7 water savings facility.

8 (N) LESSEE RESPONSIBILITY FOR
9 CHARGES.—

10 (i) IN GENERAL.—Any lease or option
11 to lease providing for the temporary deliv-
12 ery to other persons of any YAN CAP
13 Water shall require the lessee to pay to the
14 CAP Operating Agency the CAP Fixed
15 OM&R Charge and the CAP Pumping En-
16 ergy Charge associated with the delivery of
17 the leased YAN CAP Water.

18 (ii) NO RESPONSIBILITY FOR PAY-
19 MENT.—Neither the Yavapai-Apache Na-
20 tion nor the United States in any capacity
21 shall be responsible for the payment of any
22 charges associated with the delivery of the
23 YAN CAP Water leased to other persons.

24 (O) ADVANCE PAYMENT.—No YAN CAP
25 Water shall be delivered unless the CAP Fixed

1 OM&R Charge and any applicable CAP Pump-
2 ing Energy Charge associated with the delivery
3 of that YAN CAP Water has been paid in ad-
4 vance.

5 (P) CALCULATION.—The charges for deliv-
6 ery of YAN CAP Water pursuant to the
7 Yavapai-Apache Nation Amended CAP Water
8 Delivery Contract shall be calculated in accord-
9 ance with the CAP Repayment Stipulation.

10 (Q) CAP REPAYMENT.—For purposes of
11 determining the allocation and repayment of
12 costs of any stages of the CAP System con-
13 structed after November 21, 2007, the costs as-
14 sociated with the delivery of YAN CAP Water,
15 whether the YAN CAP Water is delivered for
16 use by the Yavapai-Apache Nation or in accord-
17 ance with any assignment, exchange, lease, op-
18 tion to lease, or other agreement for the tem-
19 porary disposition of YAN CAP Water entered
20 into by the YAN, shall be—

21 (i) nonreimbursable; and

22 (ii) excluded from the repayment obli-
23 gation of the Central Arizona Water Con-
24 servation District.

101

1 (R) NONREIMBURSABLE CAP CONSTRUCTION COSTS.—
2

3 (i) IN GENERAL.—With respect to the
4 costs associated with the construction of
5 the CAP System allocable to the Yavapai-
6 Apache Nation—

7 (I) the costs shall be nonreim-
8 bursable; and

9 (II) the Yavapai-Apache Nation
10 shall have no repayment obligation for
11 the costs.

12 (ii) CAPITAL CHARGES.—No CAP
13 Water service capital charges shall be due
14 or payable for the YAN CAP Water, re-
15 gardless of whether the YAN CAP Water
16 is delivered—

17 (I) for use by the Yavapai-
18 Apache Nation; or

19 (II) under any lease, option to
20 lease, exchange, or option to exchange
21 entered into by the Yavapai-Apache
22 Nation.

23 **SEC. 15. ENFORCEABILITY DATE.**

24 (a) IN GENERAL.—The Agreement, including the
25 waivers and releases of claims described in section 11,

1 (7) the changes in places of use and points of
2 diversion for the surface water rights to the Verde
3 River as described in subparagraph 5.4 of the Agree-
4 ment have been conditionally approved, to become
5 effective on the Enforceability Date, provided that
6 the YAN, in its sole discretion, may waive this con-
7 dition;

8 (8) the Gila River Adjudication Court has in-
9 cluded the water right for instream flow for the Na-
10 tion and the United States as trustee for the Nation,
11 as described in the YAN Judgment, which substan-
12 tially conforms to the attributes described in Exhibit
13 11.1B to the Agreement, provided that the Nation,
14 in its sole discretion, may waive this condition;

15 (9) except as otherwise provided in paragraphs
16 (7) and (8), the Gila River Adjudication Court has
17 approved the YAN Judgment in substantially the
18 same form attached as Exhibit 13.9 to the Agree-
19 ment, as amended to ensure consistency with this
20 Act;

21 (10) the Secretary has issued a final record of
22 decision approving the construction of the Tú
23 ńlǵíníhoh Water Infrastructure Project as described
24 section 6;

1 (11) the Nation and the Town of Clarkdale
2 have executed the Water and Sewer Service Agree-
3 ment described in Exhibit 16.1.2.3 to the Agree-
4 ment, provided that, the Nation, in its sole discre-
5 tion, may waive this condition;

6 (12) the Nation and the Town of Camp Verde
7 have executed the Interconnection and Exchange
8 Agreement described in Exhibit 16.1.2.2 to the
9 Agreement, provided that the Nation, in its sole dis-
10 cretion, may waive this condition; and

11 (13) the tribal council of the Yavapai-Apache
12 Nation has adopted a resolution, as described in sec-
13 tion 16(a), consenting to the limited waiver of sov-
14 ereign immunity from suit in the circumstances de-
15 scribed in paragraph (3) of that section.

16 (b) FAILURE TO SATISFY CONDITIONS.—

17 (1) IN GENERAL.—Except as provided in para-
18 graph (2), if the Secretary fails to publish in the
19 Federal Register a statement of findings under sub-
20 section (a) by June 30, 2035, or such alternative
21 later date as may be agreed to by the Yavapai-
22 Apache Nation, the Secretary, and the State—

23 (A) this Act is repealed, except as de-
24 scribed in paragraph (2);

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

4 (C) the United States shall be entitled to
5 offset any Federal amounts made available
6 under section 10(a) that were used under that
7 section against any claims asserted by the
8 Yavapai-Apache Nation against the United
9 States; and

10 (D) any amounts appropriated under sec-
11 tion 10, together with any investment earnings
12 on those amounts, less any amounts expended
13 under section 7(e)(2), shall revert immediately
14 to the general fund of the Treasury.

15 (2) EXCEPTION.—Notwithstanding paragraph
16 (1)(A), if the Secretary fails to publish in the Fed-
17 eral Register a statement of findings under sub-
18 section (a) by June 30, 2035, or such alternative
19 later date as may be agreed to by the Yavapai-
20 Apache Nation, the Secretary, and the State, section
21 13 shall remain in effect.

22 **SEC. 16. ADMINISTRATION.**

23 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY BY
24 THE YAVAPAI-APACHE NATION AND THE UNITED STATES

1 ACTING AS TRUSTEE FOR THE YAVAPAI-APACHE NA-
2 TION.—

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

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

18 (3) CIRCUMSTANCES DESCRIBED.—A cir-
19 cumstance referred to in paragraphs (1) and (2) in-
20 cludes any of the following:

21 (A) PARTIES TO THE AGREEMENT.—Any
22 party to the Agreement—

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

1 rectly to the interpretation or enforcement
2 of—

3 (I) this Act; or

4 (II) the Agreement and exhibits
5 to the Agreement;

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

10 (iii) does not include any request for
11 award against the Yavapai-Apache Nation,
12 or the United States acting as trustee for
13 the Yavapai-Apache Nation, for monetary
14 damages, court costs, or attorney fees, ex-
15 cept for claims brought by a party pursu-
16 ant to the YAN-SRP Water Delivery and
17 Use Agreement and YAN-SRP Exchange
18 Agreement.

19 (B) LANDOWNER OR WATER USER.—Any
20 landowner or water user in the Gila River Wa-
21 tershed—

22 (i) brings an action in any court of
23 competent jurisdiction relating only and di-
24 rectly to the interpretation or enforcement
25 of—

1 (I) paragraph 13.0 of the Agree-
2 ment;

3 (II) the Gila River Adjudication
4 Decree; or

5 (III) section 11;

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

10 (iii) does not include any request for
11 award against the Yavapai-Apache Nation,
12 or the United States acting as trustee for
13 the Yavapai-Apache Nation, for monetary
14 damages, court costs, or attorney fees.

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

23 (c) APPLICABILITY OF RECLAMATION REFORM
24 ACT.—The Reclamation Reform Act of 1982 (43 U.S.C.
25 390aa et seq.) and any other acreage limitation or full-

1 cost pricing provision under Federal law shall not apply
2 to any individual, entity, or land solely on the basis of—

3 (1) receipt of any benefit under this Act;

4 (2) the execution or performance of the Agree-
5 ment; or

6 (3) the use, storage, delivery, lease, or exchange
7 of CAP water.

8 **SEC. 17. MISCELLANEOUS.**

9 (a) C.C. CRAGIN DAM AND RESERVOIR.—Section
10 213(i)(3) of the Gila River Indian Community Water
11 Rights Settlement Act of 2004 (Public Law 108–451; 118
12 Stat. 3533) is amended—

13 (1) in subparagraph (B), by striking “Blue
14 Ridge Reservoir” and inserting “C.C. Cragin Dam
15 and Reservoir”; and

16 (2) by adding at the end the following:

17 “(C) ADDITIONAL AVAILABILITY.—Up to
18 1,639.74 acre-feet of water per year may be
19 made available from the C.C. Cragin Reservoir
20 for municipal and domestic uses in Yavapai
21 County, Arizona, without cost to the Salt River
22 Federal Reclamation Project, provided that, on
23 or before December 31, 2029, water users in
24 Yavapai County have contracted with the Salt

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

3 (b) EFFECT OF ACT.—Nothing in this Act quantifies
4 or otherwise affects any water right or claim or entitle-
5 ment to water of any Indian Tribe, band, or community
6 other than the Yavapai-Apache Nation.

7 (c) TOWN OF CAMP VERDE AND FOREST SERVICE.—
8 Pursuant to existing authorities, the Forest Service shall
9 work expeditiously with the Town of Camp Verde to trans-
10 fer title to the Town of Camp Verde of up to 40 acres
11 of Forest Service land located at the intersection of Inter-
12 state 17 and General Crook Trail within the municipal
13 boundaries of the Town of Camp Verde for public safety
14 and other municipal purposes.