

110TH CONGRESS
1ST SESSION

H. R. 4841

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseno Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

DECEMBER 19, 2007

Mrs. BONO (for herself and Mr. LEWIS of California) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseno Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, 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.**

4 This Act may be cited as the “Soboba Band of
5 Luiseño Indians Settlement Act”.

1 **SEC. 2. FINDINGS AND PURPOSES.**

2 (a) FINDINGS.—The Congress finds the following:

3 (1) The Soboba Band of Luiseño Indians is a
4 federally recognized Indian tribe whose Reservation
5 of approximately 6,000 acres, extending east and
6 north from the banks of the San Jacinto River in
7 Riverside County, California, was created by an Ex-
8 ecutive Order dated June 19, 1883, and enlarged
9 and modified by subsequent Executive Orders, pur-
10 chases, and an Act of Congress.

11 (2) The Tribe's water rights have not been
12 quantified, and the Tribe has asserted claims for
13 interferences with the water resources of its Res-
14 ervation, which the Tribe maintains have rendered
15 much of the Tribe's Reservation useless for habi-
16 tation, livestock, or Agriculture. On April 20, 2000,
17 the Tribe filed a lawsuit against The Metropolitan
18 Water District of Southern California for inter-
19 ference with the Tribe's water resources and dam-
20 ages to its Reservation allegedly caused by
21 Metropolitan's construction and operation of the San
22 Jacinto Tunnel, which is part of the Colorado River
23 Aqueduct. The lawsuit, styled Soboba Band of
24 Luiseño Indians v. Metropolitan Water District of
25 Southern California, No. 00-04208 GAF (MANx),

1 is pending in the United States District Court for
2 the Central District of California.

3 (3) The Tribe also has made claims against
4 Eastern Municipal Water District and Lake Hemet
5 Municipal Water District, located adjacent to the
6 Reservation, seeking to secure its water rights and
7 damages arising from alleged past interference with
8 the Tribe's water resources.

9 (4) After negotiations, which included participa-
10 tion by representatives of the Tribe, the United
11 States on behalf of the Tribe, The Metropolitan
12 Water District of Southern California, Eastern Mu-
13 nicipal Water District, and Lake Hemet Municipal
14 Water District, a Settlement Agreement has been
15 developed to determine the Tribe's water rights, re-
16 solve all of its claims for interference with the water
17 resources of, and damages to, its Reservation, pro-
18 vide for the construction of water projects to facili-
19 tate the exercise of the Tribe's rights, and resolve
20 the lawsuit referenced in paragraph (2) of this sec-
21 tion.

22 (5) The Settlement Agreement provides that—

23 (A) Eastern Municipal Water District and
24 Lake Hemet Municipal Water District acknowl-
25 edge and assure the Tribe's prior and para-

1 mount right, superior to all others, to pump
2 9,000 acre-feet of water annually from the San
3 Jacinto River basin in accordance with the limi-
4 tations and other conditions set forth in the
5 Settlement Agreement;

6 (B) Eastern Municipal Water District and
7 The Metropolitan Water District of Southern
8 California will contract to supply water to East-
9 ern Municipal Water District and Eastern Mu-
10 nicipal Water District will use this water to re-
11 charge water supplies into the basin; and

12 (C) the three water districts will make sub-
13 stantial additional contributions to the settle-
14 ment, including the conveyance of certain re-
15 placement lands and economic development
16 funds to the Tribe, to carry out the Settlement
17 Agreement's provisions.

18 (b) PURPOSES.—The purposes of this Act are—

19 (1) to approve, ratify, and confirm the Settle-
20 ment Agreement entered into by the Tribe and non-
21 Indians entities;

22 (2) to achieve a fair, equitable, and final settle-
23 ment of all claims of the Soboba Band of Luiseño
24 Indians, its members, and the United States on be-

1 half of the Tribe and its members, to the water of
2 the San Jacinto River basin;

3 (3) to authorize and direct the Secretary of the
4 Interior to execute and perform all obligations of the
5 Secretary under the Settlement Agreement; and

6 (4) to authorize the actions and appropriations
7 necessary to meet obligations of the United States
8 under the Settlement Agreement and this Act.

9 **SEC. 3. DEFINITIONS.**

10 In this Act:

11 (1) **RESTORATION FUND.**—The term “Restora-
12 tion Fund” means the San Jacinto Basin Restora-
13 tion Fund established by section 6.

14 (2) **DEVELOPMENT FUND.**—The term “Devel-
15 opment Fund” means the Soboba Band of Luiseño
16 Indians Water Development Fund established by
17 section 7.

18 (3) **RESERVATION.**—

19 (A) **IN GENERAL.**—The term “Reserva-
20 tion” means the Soboba Indian Reservation cre-
21 ated by Executive Order dated June 19, 1883,
22 and enlarged and modified as of the date of en-
23 actment of this Act by Executive Orders and an
24 Act of Congress.

1 (B) EXCLUSIONS.—For the purposes of
2 this Act, the term “Reservation” does not in-
3 clude—

4 (i) the 950 acres northwest of and
5 contiguous to the Reservation known as
6 the “Jones Ranch”, purchased by the
7 Soboba Tribe in fee on July 21, 2001, and
8 placed into trust on January 13, 2003;

9 (ii) the 535 acres southeast of and
10 contiguous to the Reservation known as
11 the “Horseshoe Grande”, purchased by the
12 Soboba Tribe in fee in seven separate
13 transactions in June and December 2001,
14 December 2004, June 2006, and January
15 2007; and

16 (iii) the 478 acres north of and con-
17 tiguous to the Reservation known as “The
18 Oaks”, purchased by the Soboba Tribe in
19 fee on April 4, 2004.

20 (4) SECRETARY.—The term “Secretary” means
21 the Secretary of the Interior or a designee of the
22 Secretary.

23 (5) SETTLEMENT AGREEMENT.—The term
24 “Settlement Agreement” means that agreement
25 dated June 7, 2006, as amended to be consistent

1 with this Act, together with all exhibits thereto. The
2 parties to the Settlement Agreement are the Soboba
3 Band of Luiseño Indians and its members, the
4 United States on behalf of the Tribe and its mem-
5 bers, The Metropolitan Water District of Southern
6 California, Eastern Municipal Water District, and
7 Lake Hemet Municipal Water District.

8 (6) **TRIBE, SOBOBA TRIBE, OR SOBOBA BAND**
9 **OF LUISEÑO INDIANS.**—The terms “Tribe”, “Soboba
10 Tribe”, or “Soboba Band of Luiseño Indians”
11 means the body politic and federally recognized In-
12 dian tribe, and its members.

13 (7) **WATER MANAGEMENT PLAN.**—The term
14 “Water Management Plan” means the plan, ap-
15 proved by the Soboba Tribe and the Secretary, de-
16 veloped pursuant to section 4.8, paragraph A of the
17 Settlement Agreement to resolve the overdraft of the
18 San Jacinto basin.

19 **SEC. 4. RATIFICATION OF SETTLEMENT AGREEMENT; AU-**
20 **THORIZATION.**

21 (a) **IN GENERAL.**—The United States hereby ap-
22 proves, ratifies, and confirms the Settlement Agreement,
23 except to the extent it conflicts with the provisions of this
24 Act.

1 (b) AUTHORIZATION.—The Secretary is authorized
2 and directed to execute, and take such other actions as
3 are necessary to implement, the Settlement Agreement
4 and any amendments approved by the parties necessary
5 to make the Settlement Agreement consistent with this
6 Act.

7 **SEC. 5. AUTHORIZATION OF APPROPRIATIONS.**

8 (a) RESTORATION FUND.—There is authorized to be
9 appropriated to the San Jacinto Basin Restoration Fund
10 established in section 6 of this Act the amount of
11 \$5,000,000 for each of fiscal years 2009 and 2010 to pay
12 or reimburse the costs associated with constructing, oper-
13 ating, and maintaining the portion of the basin recharge
14 project that the United States is responsible for under the
15 Settlement Agreement. These costs are described in sec-
16 tion 4.5 of the Settlement Agreement and are necessary
17 to accommodate deliveries of the supplemental imported
18 water under section 4.4 of the Settlement Agreement.

19 (b) DEVELOPMENT FUND.—There is authorized to
20 be appropriated to the Soboba Band of Luiseño Indians
21 Water Development Fund established in section 7 of this
22 Act the amount of \$5,500,000 for each of fiscal years
23 2009 and 2010 to pay or reimburse costs associated with
24 constructing, operating, and maintaining water and sew-

1 age infrastructure, and other water-related development
2 projects.

3 (c) LIMITATION.—No funding of any construction,
4 operation, maintenance, or replacement other than those
5 funds authorized under subsections (a) and (b) shall be
6 the responsibility of the Federal Government under the
7 Settlement Agreement or this Act.

8 **SEC. 6. RESTORATION FUND.**

9 (a) ESTABLISHMENT.—There shall be established
10 within the Treasury of the United States a non-interest
11 bearing account to be known as the “San Jacinto Basin
12 Restoration Fund”, consisting of the amounts authorized
13 to be appropriated in section 5(a) of this Act.

14 (b) ADMINISTRATION.—The Restoration Fund shall
15 be administered by the Secretary for the purposes set
16 forth in subsection (d) of this section.

17 (c) AVAILABILITY.—The funds authorized to be ap-
18 propriated pursuant to section 5(a) of this Act shall be
19 available for expenditure or withdrawal only after the ef-
20 fective date set forth in section 10(a).

21 (d) EXPENDITURES AND WITHDRAWALS.—

22 (1) EXPENDITURE PLAN.—

23 (A) IN GENERAL.—Eastern Municipal
24 Water District, on behalf of the Water Manage-
25 ment Plan, shall submit to the Secretary for ap-

1 proval an expenditure plan for use of the Res-
2 toration Fund.

3 (B) REQUIREMENTS.—The expenditure
4 plan shall require that any funds be expended
5 or reimbursed in accordance with the purposes
6 described in section 5(a) of this Act.

7 (2) WITHDRAWALS.—On approval by the Sec-
8 retary of the expenditure plan described in this sec-
9 tion, Eastern Municipal Water District, on behalf of
10 the Water Management Plan, may expend or be re-
11 imbursed monies from the Restoration Fund as pro-
12 vided in the plan.

13 (3) ENFORCEMENT.—The Secretary may take
14 judicial or administrative action to enforce the provi-
15 sions of any expenditure plan to ensure that monies
16 expended or reimbursed from the Restoration Fund
17 under the plan are used in accordance with this Act.

18 (4) LIABILITY.—If Eastern Municipal Water
19 District, on behalf of the Water Management Plan,
20 exercises the right to expend or be reimbursed mon-
21 ies from the Restoration Fund, neither the Secretary
22 nor the Secretary of the Treasury shall have any li-
23 ability for the expenditure or reimbursement.

24 (5) ANNUAL REPORT.—Eastern Municipal
25 Water District shall submit to the Tribe and the

1 Secretary an annual report that describes all ex-
2 penditures or reimbursements from the Restoration
3 Fund during the year covered by the report.

4 **SEC. 7. DEVELOPMENT FUND.**

5 (a) ESTABLISHMENT.—There shall be established
6 within the Treasury of the United States an interest bear-
7 ing account to be known as the “Soboba Band of Luiseño
8 Indians Water Development Fund”, to be managed and
9 invested by the Secretary, consisting of the amounts au-
10 thorized to be appropriated in section 5(b).

11 (b) MANAGEMENT.—The Secretary shall manage the
12 Development Fund, make investments, and make monies
13 available for distribution consistent with the American In-
14 dian Trust Fund Management Reform Act of 1994 (25
15 U.S.C. 4001 et seq.) (referred to in this section as the
16 “Trust Fund Reform Act”), this Act, and the Settlement
17 Agreement.

18 (c) INVESTMENT.—The Secretary shall invest
19 amounts in the Development Fund in accordance with—

20 (1) the Act of April 1, 1880 (21 Stat. 70, ch.
21 41, 25 U.S.C. 161);

22 (2) the first section of the Act of June 24,
23 1938 (52 Stat. 1037, ch. 648, 25 U.S.C. 162a); and

24 (3) subsection (b) of this section.

1 (d) AVAILABILITY.—The funds authorized to be ap-
2 propriated pursuant to section 5(b) of this Act shall be
3 available for expenditure or withdrawal only after the ef-
4 fective date set forth in section 10(a).

5 (e) EXPENDITURES AND WITHDRAWALS.—

6 (1) TRIBAL MANAGEMENT PLAN.—

7 (A) IN GENERAL.—The Tribe may with-
8 draw all or part of the Development Fund on
9 approval by the Secretary of a tribal manage-
10 ment plan as described in the Trust Fund Re-
11 form Act.

12 (B) REQUIREMENTS.—In addition to the
13 requirements under the Trust Fund Reform
14 Act, the tribal management plan shall require
15 that any funds be expended or reimbursed in
16 accordance with the purposes described in sec-
17 tion 5(b) of this Act.

18 (C) ENFORCEMENT.—The Secretary may
19 take judicial or administrative action to enforce
20 the provisions of any tribal management plan to
21 ensure that monies withdrawn from the Devel-
22 opment Fund under the plan are used in ac-
23 cordance with this Act.

24 (D) LIABILITY.—If the Tribe exercises the
25 right to withdraw monies from the Development

1 Fund, neither the Secretary nor the Secretary
2 of the Treasury shall retain any liability for the
3 expenditure or investment.

4 (2) EXPENDITURE PLAN.—

5 (A) IN GENERAL.—The Tribe shall submit
6 to the Secretary for approval an expenditure
7 plan for any portion of the amounts made avail-
8 able under section 5(b) that the Tribe does not
9 withdraw under this subsection.

10 (B) DESCRIPTION.—The expenditure plan
11 shall describe the manner in which, and the
12 purposes for which, amounts of the Tribe re-
13 maining in the Funds will be used.

14 (C) APPROVAL.—On receipt of an expendi-
15 ture plan under subparagraph (A), the Sec-
16 retary shall approve the plan if the Secretary
17 determines that the plan is reasonable and con-
18 sistent with this Act and the Agreement.

19 (3) ANNUAL REPORT.—The Tribe shall submit
20 to the Secretary an annual report that describes all
21 expenditures from the Development Fund during the
22 year covered by the report.

23 (4) NO PER CAPITA DISTRIBUTIONS.—No part
24 of the Development Fund shall be distributed on a
25 per capita basis to members of the Tribe.

1 **SEC. 8. WAIVERS AND RELEASES.**

2 (a) **TRIBE AND UNITED STATES AUTHORIZATION.**—
3 The Tribe, on behalf of itself and its members, and the
4 Secretary, on behalf of the United States in its capacity
5 as trustee for the Tribe and its members, are authorized,
6 as part of the performance of their obligations under the
7 Settlement Agreement, to execute a waiver and release for
8 claims under Federal, State, or other law against The
9 Metropolitan Water District of Southern California, East-
10 ern Municipal Water District, and Lake Hemet Municipal
11 Water District, for any and all—

12 (1) past, present, and future claims to surface
13 water and groundwater rights for the Reservation
14 arising from time immemorial through the effective
15 date described in section 10 of this Act and anytime
16 thereafter, except claims to enforce the Settlement
17 Agreement or claims based on water rights acquired
18 after the effective date described in section 10 of
19 this Act;

20 (2) past, present, and future claims for injury
21 of any kind arising from interference with surface
22 water and groundwater resources and water rights
23 of the Reservation, including, but not limited to, all
24 claims for injury to the Tribe's use and enjoyment
25 of the Reservation, economic development, religion,
26 language, social structure and culture, and injury to

1 the natural resources of the Reservation, from time
2 immemorial through the effective date described in
3 section 10 of this Act;

4 (3) past, present, and future claims for injury
5 of any kind arising from, or in any way related to,
6 continuing interference with surface water and
7 groundwater resources and water rights of the Res-
8 ervation, including the full scope of claims defined in
9 section 5.1, paragraph A(2) of the Settlement Agree-
10 ment, to the extent that such continuing interference
11 began prior to the effective date described in section
12 10 of this Act, from time immemorial through the
13 effective date described in section 10 of this Act and
14 anytime thereafter;

15 (4) past, present, and future claims for injury
16 of any kind arising from, or in any way related to,
17 seepage of water into the San Jacinto Tunnel, in-
18 cluding the full scope of claims defined in section
19 5.1, paragraph A(2) of the Settlement Agreement,
20 from time immemorial through the effective date de-
21 scribed in section 10 of this Act and anytime there-
22 after; and

23 (5) past, present, and future claims for injury
24 of any kind arising from, or in any way related to,
25 the Water Management Plan as approved in accord-

1 ance with the Settlement Agreement, from time im-
2 memorial through the effective date described in sec-
3 tion 10 of this Act and anytime thereafter.

4 (b) TRIBAL WAIVERS AGAINST THE UNITED
5 STATES.—

6 (1) IN GENERAL.—The Tribe is authorized, as
7 part of the performance of its obligations under the
8 Settlement Agreement, to execute a waiver and re-
9 lease for claims against the United States (acting in
10 its capacity as trustee for the Tribe or its members,
11 or otherwise acting on behalf of the Tribe or its
12 members), including any agencies, officials, or em-
13 ployees thereof, for any and all—

14 (A) claims described in subsection (a) of
15 this section;

16 (B) past, present, and future claims for
17 failure to acquire or develop water rights and
18 water resources of the Reservation arising from
19 time immemorial through the effective date de-
20 scribed in section 10 of this Act and anytime
21 thereafter;

22 (C) past, present, and future claims for
23 failure to protect water rights and water re-
24 sources of the Reservation arising from time
25 immemorial through the effective date described

1 in section 10 of this Act, and any past, present,
2 and future claims for any continuing failure to
3 protect water rights and water resources of the
4 Reservation, arising from time immemorial
5 through the effective date described in section
6 10 of this Act and, to the extent that such con-
7 tinuing failure to protect began before the effec-
8 tive date described in section 10 of this Act,
9 anytime thereafter;

10 (D) past, present, and future claims aris-
11 ing from the failure of any non-Federal Party
12 to fulfill the terms of the Settlement Agreement
13 at anytime; and

14 (E) past, present, and future claims aris-
15 ing out of the negotiation of the Settlement
16 Agreement or the negotiation and enactment of
17 this Act, or any specific terms of provisions
18 thereof, including, but not limited to, the
19 Tribe's consent to limit the number of partici-
20 pant parties to the Settlement Agreement.

21 (2) EFFECTIVENESS OF WAIVERS AGAINST THE
22 UNITED STATES.—

23 (A) IN GENERAL.—The waiver and release
24 contained in this subsection shall take effect on

1 the date on which all of the amounts authorized
2 under sections 5(a) and 5(b) are appropriated.

3 (B) PERIODS OF LIMITATION; EQUITABLE
4 CLAIMS.—

5 (i) IN GENERAL.—All periods of limi-
6 tation and time-based equitable defenses
7 applicable to the claims set forth in para-
8 graph (1) are tolled for the period between
9 the date of enactment of this Act until the
10 date on which the amounts authorized
11 under sections 5(a) and 5(b) are appro-
12 priated.

13 (ii) EFFECT OF SUBPARAGRAPH.—
14 This subparagraph neither revives any
15 claim nor tolls any period of limitation or
16 time-based equitable defense that may have
17 expired before the date of enactment of
18 this Act.

19 (C) DEFENSE.—The making of the
20 amounts of appropriations authorized under
21 sections 5(a) and 5(b) shall constitute a com-
22 plete defense to any claim which involves the
23 claims set forth in paragraph (b)(1) pending in
24 any court of the United States on the date on
25 which the appropriations are made.

1 **SEC. 9. MISCELLANEOUS PROVISIONS.**

2 (a) JURISDICTION.—

3 (1) NO EFFECT ON SUBJECT MATTER JURIS-
4 DICTION.—Nothing in the Agreement or this Act re-
5 stricts, enlarges, or otherwise determines the subject
6 matter jurisdiction of any Federal, State, or Tribal
7 court.

8 (2) JUDGMENT AND DECREE.—The United
9 States consents to jurisdiction in the United States
10 District Court for the Central District of California
11 case known as Soboba Band of Luiseño Indians v.
12 Metropolitan Water District of Southern California,
13 No. 00–04208 for the purpose of obtaining approval
14 for a judgment and decree substantially the same as
15 the judgment and decree attached to the Settlement
16 Agreement as exhibit H.

17 (3) EFFECT OF SUBSECTION.—Nothing in this
18 subsection confers jurisdiction on any State court
19 to—

20 (A) enforce Federal environmental laws re-
21 garding the duties of the United States; or

22 (B) conduct judicial review of Federal
23 agency action.

24 (b) USE OF WATER.—

25 (1) TRIBAL USE.—With respect to water rights
26 made available under the Settlement Agreement—

1 (A) the Tribe may use water made avail-
2 able to it under the Settlement Agreement for
3 any use it deems advisable on the Reservation
4 and on any other lands it owns or may acquire,
5 in fee or in trust, contiguous to the Reservation
6 or within the area of the groundwater basin de-
7 scribed in section 2.4 of the Settlement Agree-
8 ment;

9 (B) such water rights shall be held in trust
10 by the United States in perpetuity, and shall
11 not be subject to forfeiture or abandonment;
12 and

13 (C) State law shall not apply to the Tribe's
14 use of water made available to it under the Set-
15 tlement Agreement.

16 (2) NON-TRIBAL USE.—

17 (A) CONTRACTS AND OPTIONS.—Subject to
18 the limitations in subparagraph (B), the Tribe
19 may enter into contracts and options to lease or
20 contracts and options to exchange water made
21 available to it under the Settlement Agreement,
22 or enter into contracts and options to postpone
23 existing water uses or postpone undertaking
24 new or expanded water uses.

25 (B) LIMITATIONS ON NON-TRIBAL USE.—

1 (i) CONSISTENCY WITH WATER MAN-
2 AGEMENT PLAN.—Any water made avail-
3 able under subparagraph (A) shall only be
4 used by participants in, or other users
5 within the area of, the Water Management
6 Plan described in section 2.32 of the Set-
7 tlement Agreement.

8 (ii) PROHIBITION ON PERMANENT
9 ALIENATION.—No contract under subpara-
10 graph (A) shall be for a term exceeding
11 one hundred years, nor shall any contract
12 under subparagraph (A) provide for per-
13 manent alienation of any portion of the
14 water rights made available under the Set-
15 tlement Agreement.

16 (C) LIABILITY.—The Secretary shall not
17 be liable to any party, including the Tribe, for
18 any term of, or any loss or other detriment re-
19 sulting from, a lease or contract entered into
20 pursuant to this subparagraph.

21 (c) RETENTION OF RIGHTS.—

22 (1) In the event the waivers and releases set
23 out in section 8 of this Act do not become effective
24 pursuant to section 10(a) of this Act, the Soboba
25 Tribe and the United States shall retain the right to

1 assert all rights and claims enumerated in section 8,
2 and any claims or defenses of the parties to the Set-
3 tlement Agreement shall also be retained.

4 (2) The parties expressly reserve all rights not
5 specifically granted, recognized, waived, or released
6 by the Settlement Agreement or this Act.

7 (3) Notwithstanding the waivers and releases
8 set forth in section 8(a), the United States retains
9 all claims relating to violations of the Clean Water
10 Act, the Safe Drinking Water Act, the Comprehen-
11 sive Environmental Response, Compensation, and
12 Liability Act, Resource Conservation and Recovery
13 Act, and the regulations implementing these Acts,
14 including, but not limited to claims related to water
15 quality.

16 (d) PRECEDENT.—Nothing in this Act establishes
17 any standard for the quantification or litigation of Federal
18 reserved water rights or any other Indian water claims of
19 any other Indian tribes in any other judicial or administra-
20 tive proceeding.

21 (e) OTHER INDIAN TRIBES.—Nothing in the Settle-
22 ment Agreement or this Act shall be construed in any way
23 to quantify or otherwise adversely affect the water rights,
24 claims, or entitlements to water of any Indian tribe, band,
25 or community, other than the Soboba Tribe.

1 (f) ENVIRONMENTAL COMPLIANCE.—

2 (1) Signing by the Secretary of the Settlement
3 Agreement does not constitute major Federal action
4 under the National Environmental Policy Act of
5 1969 (42 U.S.C. 4321 et seq.).

6 (2) The Secretary is directed to carry out all
7 environmental compliance required by Federal law in
8 implementing the Agreement.

9 **SEC. 10. EFFECTIVE DATE.**

10 (a) IN GENERAL.—The waivers and releases author-
11 ized in subsection (a) of section 8 of this Act shall become
12 effective as of the date the Secretary causes to be pub-
13 lished in the Federal Register a statement of findings
14 that—

15 (1) this Act has been enacted;

16 (2) to the extent that the Settlement Agreement
17 conflicts with this Act, the Settlement Agreement
18 has been revised to conform with the Act;

19 (3) the Settlement Agreement, revised as nec-
20 essary, and the waivers and releases described in ar-
21 ticle 5 of the Settlement Agreement and section 8(a)
22 of this Act have been executed by the parties and
23 the Secretary;

1 (4) warranty deeds for the property to be con-
2 veyed to the Tribe described in section 4.6 of the
3 Settlement Agreement have been placed in escrow;

4 (5) the Tribe and the Secretary have approved
5 the Water Management Plan; and

6 (6) the judgment and decree attached to the
7 Settlement Agreement as exhibit H or a judgment
8 and decree substantially the same as exhibit H has
9 been approved by the United States District Court,
10 Eastern Division of the Central District of Cali-
11 fornia, and that judgment and decree has become
12 final and nonappealable.

13 (b) DEADLINE FOR EFFECTIVE DATE.—If the condi-
14 tions precedent required under subsection (a) of this sec-
15 tion have not been fulfilled by March 1, 2012, the Settle-
16 ment Agreement and this Act shall not thereafter be effec-
17 tive and shall be null and void, and any funds and the
18 interest accrued thereon appropriated pursuant to section
19 5 shall revert to the general fund of the United States
20 Treasury.

○