

110TH CONGRESS
2^D SESSION

H. R. 4841

IN THE SENATE OF THE UNITED STATES

MAY 22, 2008

Received

AN ACT

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”.

6 **SEC. 2. FINDINGS AND PURPOSES.**

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

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

16 (2) The Tribe’s water rights have not been
17 quantified, and the Tribe has asserted claims for
18 interferences with the water resources of its Res-
19 ervation, which the Tribe maintains have rendered
20 much of the Tribe’s Reservation useless for habi-
21 tation, livestock, or Agriculture. On April 20, 2000,
22 the Tribe filed a lawsuit against The Metropolitan
23 Water District of Southern California for inter-
24 ference with the Tribe’s water resources and dam-
25 ages to its Reservation allegedly caused by

1 Metropolitan’s construction and operation of the San
2 Jacinto Tunnel, which is part of the Colorado River
3 Aqueduct. The lawsuit, styled Soboba Band of
4 Luiseño Indians v. Metropolitan Water District of
5 Southern California, No. 00–04208 GAF (MANx),
6 is pending in the United States District Court for
7 the Central District of California.

8 (3) The Tribe also has made claims against
9 Eastern Municipal Water District and Lake Hemet
10 Municipal Water District, located adjacent to the
11 Reservation, seeking to secure its water rights and
12 damages arising from alleged past interference with
13 the Tribe’s water resources.

14 (4) After negotiations, which included participa-
15 tion by representatives of the Tribe, the United
16 States on behalf of the Tribe, The Metropolitan
17 Water District of Southern California, Eastern Mu-
18 nicipal Water District, and Lake Hemet Municipal
19 Water District, a Settlement Agreement has been
20 developed to determine the Tribe’s water rights, re-
21 solve all of its claims for interference with the water
22 resources of, and damages to, its Reservation, pro-
23 vide for the construction of water projects to facili-
24 tate the exercise of the Tribe’s rights, and resolve

1 the lawsuit referenced in paragraph (2) of this sec-
2 tion.

3 (5) The Settlement Agreement provides that—

4 (A) Eastern Municipal Water District and
5 Lake Hemet Municipal Water District acknowl-
6 edge and assure the Tribe's prior and para-
7 mount right, superior to all others, to pump
8 9,000 acre-feet of water annually from the San
9 Jacinto River basin in accordance with the limi-
10 tations and other conditions set forth in the
11 Settlement Agreement;

12 (B) Eastern Municipal Water District and
13 The Metropolitan Water District of Southern
14 California will contract to supply water to East-
15 ern Municipal Water District and Eastern Mu-
16 nicipal Water District will use this water to re-
17 charge water supplies into the basin; and

18 (C) the three water districts will make sub-
19 stantial additional contributions to the settle-
20 ment, including the conveyance of certain re-
21 placement lands and economic development
22 funds to the Tribe, to carry out the Settlement
23 Agreement's provisions.

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

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

4 (2) to achieve a fair, equitable, and final settle-
5 ment of all claims of the Soboba Band of Luiseño
6 Indians, its members, and the United States on be-
7 half of the Tribe and its members, to the water of
8 the San Jacinto River basin;

9 (3) to authorize and direct the Secretary of the
10 Interior to execute and perform all obligations of the
11 Secretary under the Settlement Agreement; and

12 (4) to authorize the actions and appropriations
13 necessary to meet obligations of the United States
14 under the Settlement Agreement and this Act.

15 **SEC. 3. DEFINITIONS.**

16 In this Act:

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

20 (2) **DEVELOPMENT FUND.**—The term “Devel-
21 opment Fund” means the Soboba Band of Luiseño
22 Indians Water Development Fund established by
23 section 7.

24 (3) **RESERVATION.**—

1 (A) IN GENERAL.—The term “Reserva-
2 tion” means the Soboba Indian Reservation cre-
3 ated by Executive Order dated June 19, 1883,
4 and enlarged and modified as of the date of en-
5 actment of this Act by Executive Orders and an
6 Act of Congress.

7 (B) EXCLUSIONS.—For the purposes of
8 this Act, the term “Reservation” does not in-
9 clude—

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

15 (ii) the 535 acres southeast of and
16 contiguous to the Reservation known as
17 the “Horseshoe Grande”, purchased by the
18 Soboba Tribe in fee in seven separate
19 transactions in June and December 2001,
20 December 2004, June 2006, and January
21 2007; and

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

1 (4) SECRETARY.—The term “Secretary” means
2 the Secretary of the Interior or a designee of the
3 Secretary.

4 (5) SETTLEMENT AGREEMENT.—The term
5 “Settlement Agreement” means that agreement
6 dated June 7, 2006, as amended to be consistent
7 with this Act, together with all exhibits thereto. The
8 parties to the Settlement Agreement are the Soboba
9 Band of Luiseño Indians and its members, the
10 United States on behalf of the Tribe and its mem-
11 bers, The Metropolitan Water District of Southern
12 California, Eastern Municipal Water District, and
13 Lake Hemet Municipal Water District.

14 (6) TRIBE, SOBOBA TRIBE, OR SOBOBA BAND
15 OF LUISEÑO INDIANS.—The terms “Tribe”, “Soboba
16 Tribe”, or “Soboba Band of Luiseño Indians”
17 means the body politic and federally recognized In-
18 dian tribe, and its members.

19 (7) WATER MANAGEMENT PLAN.—The term
20 “Water Management Plan” means the plan, ap-
21 proved by the Soboba Tribe and the Secretary, de-
22 veloped pursuant to section 4.8, paragraph A of the
23 Settlement Agreement to resolve the overdraft of the
24 San Jacinto basin.

1 **SEC. 4. RATIFICATION OF SETTLEMENT AGREEMENT; AU-**
2 **THORIZATION.**

3 (a) IN GENERAL.—The United States hereby ap-
4 proves, ratifies, and confirms the Settlement Agreement,
5 except to the extent it conflicts with the provisions of this
6 Act.

7 (b) AUTHORIZATION.—The Secretary is authorized
8 and directed to execute, and take such other actions as
9 are necessary to implement, the Settlement Agreement
10 and any amendments approved by the parties necessary
11 to make the Settlement Agreement consistent with this
12 Act.

13 **SEC. 5. AUTHORIZATION OF APPROPRIATIONS.**

14 (a) RESTORATION FUND.—There is authorized to be
15 appropriated to the San Jacinto Basin Restoration Fund
16 established in section 6 of this Act the amount of
17 \$5,000,000 for each of fiscal years 2010 and 2011 to pay
18 or reimburse the costs associated with constructing, oper-
19 ating, and maintaining the portion of the basin recharge
20 project that the United States is responsible for under the
21 Settlement Agreement. These costs are described in sec-
22 tion 4.5 of the Settlement Agreement and are necessary
23 to accommodate deliveries of the supplemental imported
24 water under section 4.4 of the Settlement Agreement.

25 (b) DEVELOPMENT FUND.—There is authorized to
26 be appropriated to the Soboba Band of Luiseño Indians

1 Water Development Fund established in section 7 of this
2 Act the amount of \$5,500,000 for each of fiscal years
3 2010 and 2011 to pay or reimburse costs associated with
4 constructing, operating, and maintaining water and sew-
5 age infrastructure, and other water-related development
6 projects.

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

12 **SEC. 6. RESTORATION FUND.**

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

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

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

25 (d) EXPENDITURES AND WITHDRAWALS.—

1 (1) EXPENDITURE PLAN.—

2 (A) IN GENERAL.—Eastern Municipal
3 Water District, on behalf of the Water Manage-
4 ment Plan, shall submit to the Secretary for ap-
5 proval an expenditure plan for use of the Res-
6 toration Fund.

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

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

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

22 (4) LIABILITY.—If Eastern Municipal Water
23 District, on behalf of the Water Management Plan,
24 exercises the right to expend or be reimbursed mon-
25 ies from the Restoration Fund, neither the Secretary

1 nor the Secretary of the Treasury shall have any li-
2 ability for the expenditure or reimbursement.

3 (5) ANNUAL REPORT.—Eastern Municipal
4 Water District shall submit to the Tribe and the
5 Secretary an annual report that describes all ex-
6 penditures or reimbursements from the Restoration
7 Fund during the year covered by the report.

8 **SEC. 7. DEVELOPMENT FUND.**

9 (a) ESTABLISHMENT.—There shall be established
10 within the Treasury of the United States a fund to be
11 known as the “Soboba Band of Luiseño Indians Water
12 Development Fund”, to be managed and invested by the
13 Secretary consisting of the amounts authorized to be ap-
14 propriated in section 5(b).

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

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

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

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

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

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

8 (e) EXPENDITURES AND WITHDRAWALS.—

9 (1) TRIBAL MANAGEMENT PLAN.—

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

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

21 (C) ENFORCEMENT.—The Secretary may
22 take judicial or administrative action to enforce
23 the provisions of any tribal management plan to
24 ensure that monies withdrawn from the Devel-

1 opment Fund under the plan are used in ac-
2 cordance with this Act.

3 (D) LIABILITY.—If the Tribe exercises the
4 right to withdraw monies from the Development
5 Fund, neither the Secretary nor the Secretary
6 of the Treasury shall retain any liability for the
7 expenditure or investment.

8 (2) EXPENDITURE PLAN.—

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

14 (B) DESCRIPTION.—The expenditure plan
15 shall describe the manner in which, and the
16 purposes for which, amounts of the Tribe re-
17 maining in the Funds will be used.

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

23 (3) ANNUAL REPORT.—The Tribe shall submit
24 to the Secretary an annual report that describes all

1 expenditures from the Development Fund during the
2 year covered by the report.

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

6 **SEC. 8. WAIVERS AND RELEASES.**

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

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

1 (2) past, present, and future claims for injury
2 of any kind arising from interference with surface
3 water and groundwater resources and water rights
4 of the Reservation, including, but not limited to, all
5 claims for injury to the Tribe's use and enjoyment
6 of the Reservation, economic development, religion,
7 language, social structure and culture, and injury to
8 the natural resources of the Reservation, from time
9 immemorial through the effective date described in
10 section 10 of this Act;

11 (3) past, present, and future claims for injury
12 of any kind arising from, or in any way related to,
13 continuing interference with surface water and
14 groundwater resources and water rights of the Res-
15 ervation, including the full scope of claims defined in
16 section 5.1, paragraph A(2) of the Settlement Agree-
17 ment, to the extent that such continuing interference
18 began prior to the effective date described in section
19 10 of this Act, from time immemorial through the
20 effective date described in section 10 of this Act and
21 anytime thereafter;

22 (4) past, present, and future claims for injury
23 of any kind arising from, or in any way related to,
24 seepage of water into the San Jacinto Tunnel, in-
25 cluding the full scope of claims defined in section

1 5.1, paragraph A(2) of the Settlement Agreement,
2 from time immemorial through the effective date de-
3 scribed in section 10 of this Act and anytime there-
4 after; and

5 (5) past, present, and future claims for injury
6 of any kind arising from, or in any way related to,
7 the Water Management Plan as approved in accord-
8 ance with the Settlement Agreement, from time im-
9 memorial through the effective date described in sec-
10 tion 10 of this Act and anytime thereafter.

11 (b) TRIBAL WAIVERS AGAINST THE UNITED
12 STATES.—

13 (1) IN GENERAL.—The Tribe is authorized, as
14 part of the performance of its obligations under the
15 Settlement Agreement, to execute a waiver and re-
16 lease for claims against the United States (acting in
17 its capacity as trustee for the Tribe or its members,
18 or otherwise acting on behalf of the Tribe or its
19 members), including any agencies, officials, or em-
20 ployees thereof, for any and all—

21 (A) claims described in subsection (a) of
22 this section;

23 (B) past, present, and future claims for
24 failure to acquire or develop water rights and
25 water resources of the Reservation arising from

1 time immemorial through the effective date de-
2 scribed in section 10 of this Act and anytime
3 thereafter;

4 (C) past, present, and future claims for
5 failure to protect water rights and water re-
6 sources of the Reservation arising from time
7 immemorial through the effective date described
8 in section 10 of this Act, and any past, present,
9 and future claims for any continuing failure to
10 protect water rights and water resources of the
11 Reservation, arising from time immemorial
12 through the effective date described in section
13 10 of this Act and, to the extent that such con-
14 tinuing failure to protect began before the effec-
15 tive date described in section 10 of this Act,
16 anytime thereafter;

17 (D) past, present, and future claims aris-
18 ing from the failure of any non-Federal Party
19 to fulfill the terms of the Settlement Agreement
20 at anytime; and

21 (E) past, present, and future claims aris-
22 ing out of the negotiation of the Settlement
23 Agreement or the negotiation and enactment of
24 this Act, or any specific terms of provisions
25 thereof, including, but not limited to, the

1 Tribe's consent to limit the number of partici-
2 pant parties to the Settlement Agreement.

3 (2) EFFECTIVENESS OF WAIVERS AGAINST THE
4 UNITED STATES.—

5 (A) IN GENERAL.—The waiver and release
6 contained in this subsection shall take effect on
7 the date on which all of the amounts authorized
8 under sections 5(a) and 5(b) are appropriated.

9 (B) PERIODS OF LIMITATION; EQUITABLE
10 CLAIMS.—

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

19 (ii) EFFECT OF SUBPARAGRAPH.—
20 This subparagraph neither revives any
21 claim nor tolls any period of limitation or
22 time-based equitable defense that may have
23 expired before the date of enactment of
24 this Act.

1 (C) DEFENSE.—The making of the
2 amounts of appropriations authorized under
3 sections 5(a) and 5(b) shall constitute a com-
4 plete defense to any claim which involves the
5 claims set forth in paragraph (b)(1) pending in
6 any court of the United States on the date on
7 which the appropriations are made.

8 **SEC. 9. MISCELLANEOUS PROVISIONS.**

9 (a) JURISDICTION.—

10 (1) NO EFFECT ON SUBJECT MATTER JURIS-
11 DICTION.—Nothing in the Agreement or this Act re-
12 stricts, enlarges, or otherwise determines the subject
13 matter jurisdiction of any Federal, State, or Tribal
14 court.

15 (2) JUDGMENT AND DECREE.—The United
16 States consents to jurisdiction in the United States
17 District Court for the Central District of California
18 case known as Soboba Band of Luiseño Indians v.
19 Metropolitan Water District of Southern California,
20 No. 00–04208 for the purpose of obtaining approval
21 for a judgment and decree substantially the same as
22 the judgment and decree attached to the Settlement
23 Agreement as exhibit H.

1 (3) EFFECT OF SUBSECTION.—Nothing in this
2 subsection confers jurisdiction on any State court
3 to—

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

6 (B) conduct judicial review of Federal
7 agency action.

8 (b) USE OF WATER.—

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

11 (A) the Tribe may use water made avail-
12 able to it under the Settlement Agreement for
13 any use it deems advisable on the Reservation
14 and on any other lands it owns or may acquire,
15 in fee or in trust, contiguous to the Reservation
16 or within the area of the groundwater basin de-
17 scribed in section 2.4 of the Settlement Agree-
18 ment;

19 (B) such water rights shall be held in trust
20 by the United States in perpetuity, and shall
21 not be subject to forfeiture or abandonment;
22 and

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

1 (2) NON-TRIBAL USE.—

2 (A) CONTRACTS AND OPTIONS.—Subject to
3 the limitations in subparagraph (B), the Tribe
4 may enter into contracts and options to lease or
5 contracts and options to exchange water made
6 available to it under the Settlement Agreement,
7 or enter into contracts and options to postpone
8 existing water uses or postpone undertaking
9 new or expanded water uses.

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

11 (i) CONSISTENCY WITH WATER MAN-
12 AGEMENT PLAN.—Any water made avail-
13 able under subparagraph (A) shall only be
14 used by participants in, or other users
15 within the area of, the Water Management
16 Plan described in section 2.32 of the Set-
17 tlement Agreement.

18 (ii) PROHIBITION ON PERMANENT
19 ALIENATION.—No contract under subpara-
20 graph (A) shall be for a term exceeding
21 one hundred years, nor shall any contract
22 under subparagraph (A) provide for per-
23 manent alienation of any portion of the
24 water rights made available under the Set-
25 tlement Agreement.

1 (C) LIABILITY.—The Secretary shall not
2 be liable to any party, including the Tribe, for
3 any term of, or any loss or other detriment re-
4 sulting from, a lease or contract entered into
5 pursuant to this subparagraph.

6 (c) RETENTION OF RIGHTS.—

7 (1) In the event the waivers and releases set
8 out in section 8 of this Act do not become effective
9 pursuant to section 10(a) of this Act, the Soboba
10 Tribe and the United States shall retain the right to
11 assert all rights and claims enumerated in section 8,
12 and any claims or defenses of the parties to the Set-
13 tlement Agreement shall also be retained.

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

17 (3) Notwithstanding the waivers and releases
18 set forth in section 8(a), the United States retains
19 all claims relating to violations of the Clean Water
20 Act, the Safe Drinking Water Act, the Comprehen-
21 sive Environmental Response, Compensation, and
22 Liability Act, Resource Conservation and Recovery
23 Act, and the regulations implementing these Acts,
24 including, but not limited to claims related to water
25 quality.

1 (d) PRECEDENT.—Nothing in this Act establishes
2 any standard for the quantification or litigation of Federal
3 reserved water rights or any other Indian water claims of
4 any other Indian tribes in any other judicial or administra-
5 tive proceeding.

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

11 (f) ENVIRONMENTAL COMPLIANCE.—

12 (1) Signing by the Secretary of the Settlement
13 Agreement does not constitute major Federal action
14 under the National Environmental Policy Act of
15 1969 (42 U.S.C. 4321 et seq.).

16 (2) The Secretary is directed to carry out all
17 environmental compliance required by Federal law in
18 implementing the Agreement.

19 **SEC. 10. EFFECTIVE DATE.**

20 (a) IN GENERAL.—The waivers and releases author-
21 ized in subsection (a) of section 8 of this Act shall become
22 effective as of the date the Secretary causes to be pub-
23 lished in the Federal Register a statement of findings
24 that—

25 (1) this Act has been enacted;

1 (2) to the extent that the Settlement Agreement
2 conflicts with this Act, the Settlement Agreement
3 has been revised to conform with the Act;

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

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

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

14 (6) the judgment and decree attached to the
15 Settlement Agreement as exhibit H or a judgment
16 and decree substantially the same as exhibit H has
17 been approved by the United States District Court,
18 Eastern Division of the Central District of Cali-
19 fornia, and that judgment and decree has become
20 final and nonappealable.

21 (b) DEADLINE FOR EFFECTIVE DATE.—If the condi-
22 tions precedent required under subsection (a) of this sec-
23 tion have not been fulfilled by March 1, 2012, the Settle-
24 ment Agreement and this Act shall not thereafter be effec-
25 tive and shall be null and void, and any funds and the

1 interest accrued thereon appropriated pursuant to section
2 5 shall revert to the general fund of the United States
3 Treasury.

Passed the House of Representatives May 21, 2008.

Attest: LORRAINE C. MILLER,
Clerk.