

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: _____
President

Attest: _____
Secretary

Agreement Dated May 9, 2024

ARIZONA PUBLIC SERVICE CO.

By: _____

Title: _____

Dated: _____

Attest: _____

Secretary

Approved as to form:

Attorney

THE CITY OF FLAGSTAFF, an Arizona municipal corporation
Mayor
APPROVED AS TO FORM:
City Attorney
ATTEST:
City Clerk

CITY OF WINSLOW

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

CITY OF HOLBROOK

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

CITY OF SHOW LOW

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

CITY OF ST. JOHNS

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

TOWN OF EAGAR

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

TOWN OF SNOWFLAKE

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

TOWN OF SPRINGERVILLE

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

TOWN OF TAYLOR

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

BAR T BAR RANCH, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

BAR T BAR RANCH COMPANY, LLP, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

METEOR CRATER ENTERPRISES, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

CRATER RANCH, LLC

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

FLYING M RANCH, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

AZTEC LAND AND CATTLE COMPANY, LIMITED

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

AZTEC LAND COMPANY, LLC

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

ARIZONA STATE LAND DEPARTMENT

By: _____

Title: _____

Dated: _____

Agreement Dated May 9, 2024

ARIZONA GAME AND FISH COMMISSION

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Dated: _____

GROVER'S HILL IRRIGATION DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

J. ALBERT BROWN RANCHES, INC.

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

PIONEER IRRIGATION COMPANY

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

SHOW LOW/PINETOP-WOODLAND IRRIGATION COMPANY

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

SILVER CREEK IRRIGATION DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

LAKESIDE IRRIGATION COMPANY

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

LITTLE COLORADO WATER CONSERVATION DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

FOREST LAKES DOMESTIC WATER IMPROVEMENT DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

PINETOP-LAKESIDE SANITARY DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

PORTER SPRINGS, LLC

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

ATKINSON TRADING COMPANY, INC.

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

EXHIBIT 3.1.3 - Form of Abstract

IN PROCESS OF FINALIZATION

EXHIBIT 3.1.4

ATTACHED

May 9, 2024

_____ CONGRESS

_____ SESSION

S. _____

IN THE SENATE OF THE UNITED STATES

_____ **A BILL**

To provide for the settlement of the water rights claims of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

TABLE OF CONTENTS

The table of contents of this Act is as follows:

- SEC. 1. Short Title.
- SEC. 2. Purposes.
- SEC. 3. Definitions.
- SEC. 4. Ratification and Execution of The Northeastern Arizona Indian Water Rights Settlement Agreement.
- SEC. 5. Water Rights.
- SEC. 6. Allocation and Assignment of Colorado River Water to the Tribes; Water Delivery Contracts.
- SEC. 7. Colorado River Water Leases and Exchanges; Uses.
- SEC. 8. The iina' ba' - paa tuwaqat'si pipeline; Construction; Ownership.
- SEC. 9. The iina' ba' - paa tuwaqat'si pipeline Implementation Fund.
- SEC. 10. The Navajo Nation Water Settlement Trust Fund.
- SEC. 11. The Hopi Tribe Settlement Trust Fund.
- SEC. 12. The San Juan Southern Paiute Tribe Water Settlement Trust Fund.
- SEC. 13. Funding.
- SEC. 14. Waivers, Releases, and Retention of Claims.
- SEC. 15. Satisfaction of Water Rights and Other Benefits.
- SEC. 16. Enforceability Date.
- SEC. 17. Colorado River Accounting.
- SEC. 18. Limited Waiver of Sovereign Immunity.
- SEC. 19. Ratification of the Treaty; Proclamation of San Juan Southern Paiute Reservation.
- SEC. 20. In general.

SEC. 1. SHORT TITLE.

This Act may be cited as the “Northeastern Arizona Indian Water Rights Settlement Act of 2024.”

SEC. 2. PURPOSES.

The purposes of this Act are—

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

(A) the Navajo Nation and Navajo Allottees;

(B) the Hopi Tribe and Hopi Allottees;

(C) the San Juan Southern Paiute Tribe; and

(D) the United States, acting as trustee for the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, Navajo Allottees, and Hopi Allottees;

(2) to authorize, ratify, and confirm the Northeastern Arizona Indian Water Rights Settlement Agreement entered into by the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, the State, and other Parties to the extent that the Northeastern Arizona Indian Water Rights settlement agreement is consistent with this Act;

(3) to authorize and direct the Secretary to execute and perform the duties and obligations of the Secretary under the settlement agreement and this Act; and

(4) to authorize funds necessary for the implementation of the settlement agreement and this Act.

SEC. 3. DEFINITIONS.

In this title:

(1) 1882 RESERVATION. The term “1882 Reservation” means those lands within the exterior boundaries of the “Hopi Indian Reservation” defined as District 6, and all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Hopi Tribe in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 4, 88 Stat. 1713 (formerly codified as amended at 25 U.S.C. § 640d-3), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-JAW (D. Ariz.), *aff’d*, 626 F.2d 113 (9th Cir. 1980).

(2) 1934 ACT CASE. The term “1934 Act Case” means *Honyoama v. Shirley, Jr.*, Case No. CIV 74-842-PHX-EHC (D. Ariz. 2006).

(3) AFY. The term “afy” means acre-feet per Year.

(4) ARIZONA DEPARTMENT OF WATER RESOURCES OR ADWR. The terms “Arizona Department of Water Resources” or “ADWR” mean the agency of the State established pursuant to Arizona Revised Statutes § 45-102, *et seq.*, or its successor agency or entity.

(5) CENTRAL ARIZONA PROJECT OR CAP. The terms “Central Arizona Project” or “CAP” mean the federal reclamation project authorized and constructed by the United States in accordance with Title III of the Colorado River Basin Project Act (43 U.S.C. § 1521, *et seq.*).

(6) CENTRAL ARIZONA WATER CONSERVATION DISTRICT OR CAWCD. The terms “Central Arizona Water Conservation District” or “CAWCD” mean the political subdivision of the State that is the contractor under the CAP Repayment Contract.

(7) CAP REPAYMENT CONTRACT. The term CAP Repayment Contract” means:

- (A) the contract dated December 1, 1988 (Contract No. 14-06-W-245, Amendment No. 1), between the United States and the Central Arizona Water Conservation District for the delivery of Water and the repayment of costs of the Central Arizona Project; and
- (B) any amendment to, or revision of, that contract.

(8) CIBOLA WATER. The term “Cibola Water” means the Hopi Tribe’s entitlement to the Diversion of up to 4,278 afy of the Fourth Priority Water described in the Hopi Tribe Existing Cibola Contract.

(9) COLORADO RIVER COMPACT. The term “Colorado River Compact” means the Colorado River Compact of 1922, as ratified and reprinted in article 2 of chapter 7 of title 45, Arizona Revised Statutes.

(10) COLORADO RIVER WATER.

- (A) The term “Colorado River Water” means the waters of the Colorado River apportioned for use within the State by the Boulder Canyon Project Act of 1928, 43 U.S.C. §§ 617c and 617d, as amended; the Upper Colorado River Basin Compact of 1948, as ratified and reprinted, article 3 of chapter 7 of title 45, Arizona Revised Statutes; the Colorado River Basin Project Act of 1968, 43 U.S.C. § 1501, *et seq.*, as amended; the Contract for Delivery of Water Between the United States and the State of Arizona dated February 9, 1944; and the Decree.

- (B) The definition of Colorado River Water in this Agreement and this Act shall be used only for purposes of interpreting the settlement agreement and this Act, and shall not be used for any interpretation of existing law or contract, including:
- (i) The Boulder Canyon Project Act of 1928, 43 U.S.C. §§ 617c and 617d, as amended;
 - (ii) the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes;
 - (iii) the Colorado River Basin Project Act of 1968, 43 U.S.C. § 1501, *et seq.*, as amended;
 - (iv) the Contract for Delivery of Water Between the United States and the State of Arizona dated February 9, 1944; and
 - (v) the Decree.

(11) DECREE. The term “Decree” means, when used without a modifying adjective, collectively the decree of the Supreme Court of the United States in *Arizona v. California*, 376 U.S. 340 (1964), the Consolidated Decree entered on March 27, 2006, in that case, 547 U.S. 150, and any modifications thereof.

(12) DIVERSION. The term “Diversion” means an act to Divert.

(13) DIVERT, DIVERTING, AND DIVERTED. The terms “Divert,” “Diverting,” and “Diverted” mean to receive, withdraw, develop, produce, or capture Water using:

- (A) a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, Well, pump, turnout, dam, or any other mechanical device; or
- (B) any other human act.

(14) **EFFECTIVE DATE.** The term “Effective Date” means the date as of which the settlement agreement has been executed by no less than 30 of the Parties including all of the following: the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the State of Arizona, the Arizona State Land Department, the Central Arizona Water Conservation District, the Salt River Project Agricultural Improvement and Power District, and the Salt River Valley Water Users’ Association.

(15) **EFFLUENT.** The term “Effluent” means water that: (a) has been used in the State for domestic, municipal, or industrial purposes, other than solely for hydropower generation; and (b) is available for re-use for any purpose, regardless of whether the water has been treated to improve the quality of the water.

(16) **ENACTMENT DATE.** The term “Enactment Date” means the date of enactment of this Act.

(17) **ENFORCEABILITY DATE.** The term “Enforceability Date” means the date described in section 16 of this Act.

(18) **FIFTH PRIORITY WATER.** The term “Fifth Priority Water” means Fifth Priority Water as that term is defined in the Hopi Tribe Existing Cibola Contract.

(19) **FOURTH PRIORITY WATER.** The term “Fourth Priority Water” means Colorado River Water available for delivery within the State for satisfaction of entitlements:

- (A) in accordance with contracts, Secretarial reservations, perfected rights, and other arrangements between the United

States and Water users in the State entered into or established subsequent to September 30, 1968, for use on Federal, State, or privately owned lands in the State, in a total quantity not greater than 164,652 afy of Diversions; and

- (B) after first providing for the delivery of Colorado River Water for the CAP System, including for use on Indian land, under Section 304(e) of the Colorado River Basin Project Act (43 U.S.C. § 1524(e)), in accordance with the CAP Repayment Contract.

(20) GILA RIVER ADJUDICATION. The term “Gila River Adjudication” means that action pending in the Superior Court of the State, in and for the County of Maricopa, *In re the General Adjudication of All Rights To Use Water in The Gila River System and Source*, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro) (Consolidated).

(21) GILA RIVER ADJUDICATION COURT. The term “Gila River Adjudication Court” means the Superior Court of the State, in and for the County of Maricopa, exercising jurisdiction over the Gila River Adjudication.

(22) GILA RIVER ADJUDICATION DECREE. The term “Gila River Adjudication Decree” means the judgment or decree entered by the Gila River Adjudication Court in substantially the same form as the form of judgment attached to the settlement agreement as Exhibit 3.1.48.

(23) GROUNDWATER. The term “Groundwater” means all Water beneath the surface of the earth within the State that is not:

- (A) Surface Water;
- (B) Colorado River Water; or
- (C) Effluent.

(24) HOPI ALLOTMENT. The term “Hopi Allotment” means any of the eleven (11) parcels allotted pursuant to Section 4 of the General Allotment Act of 1887, 24 Stat. 389, ch. 119 (formerly codified at 25 U.S.C. § 334) that are:

- (A) located within the exterior boundaries of the Hopi Reservation; and
- (B) held in trust by the United States for the benefit of one or more individual Indians under allotment record numbers AR-39, -40, -41, -42, -43, -44, -45, -46, -47, -48, and -49.

(25) HOPI ALLOTTEE. The term “Hopi Allottee” means an individual Indian holding a beneficial interest in a Hopi Allotment, or an Indian Tribe holding an undivided fractional beneficial interest in a Hopi Allotment.

(26) HOPI FEE LAND. The term “Hopi Fee Land” means land, other than Hopi Trust Land, that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the Hopi Reservation; and
- (C) as of the Enforceability Date, is owned by the Hopi Tribe; whether in its own name or through an entity wholly owned or controlled by the Hopi Tribe.

(27) HOPI LAND. The term “Hopi Land” means, collectively, the Hopi Reservation, Hopi Trust Land, and Hopi Fee Land.

(28) HOPI RESERVATION. The term “Hopi Reservation” means those lands within the exterior boundaries of the “Hopi Indian Reservation” defined as District 6, and all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Hopi Tribe in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 4, 88 Stat. 1713 (formerly codified as amended at 25 U.S.C. § 640d-3), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-JAW (D. Ariz.), aff’d, 626 F.2d 113 (9th Cir. 1980), and all lands recognized as part of the Hopi Reservation in the 1934 Act Case. The foregoing description of the Hopi Reservation is more particularly set forth on the map attached to the settlement agreement as Exhibit 3.1.57. In case of a conflict between this definition and Exhibit 3.1.57 of the settlement agreement, Exhibit 3.1.57 shall be demonstrative only, and this definition shall control.

(29) HOPI TRIBE. The term “Hopi Tribe” means the Hopi Tribe, a tribe of Hopi Indians organized under Section 16 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 987 (25 U.S.C. § 476), and duly recognized by the Secretary (89 Fed. Reg. 944, 945 (Jan. 8, 2024)).

(30) HOPI TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. The term “Hopi Tribe Agricultural Conservation Trust Fund Account” means the account created pursuant to section 11(b)(3) of this Act and described in subparagraph 12.3.3 of the settlement agreement.

(31) HOPI TRIBE CIBOLA WATER. The term “Hopi Tribe Cibola Water” means the Fourth, Fifth, and Sixth Priority Colorado River Water to which the Hopi Tribe is entitled pursuant to subparagraphs 5.8.2 and 5.8.3 of the settlement agreement.

(32) HOPI TRIBE EXISTING CIBOLA CONTRACT. The term “Hopi Tribe Existing Cibola Contract” means Contract No. 04-XX-30-W0432 between the United States and the Hopi Tribe, as amended and in full force and effect as of the Effective Date.

(33) HOPI TRIBE GROUNDWATER PROJECTS. The term “Hopi Tribe Groundwater Projects” means the projects described in section 11(f)(1) of this Act and in subparagraph 12.3.1 of the settlement agreement.

(34) HOPI TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT. The term “Hopi Tribe Groundwater Projects Trust Fund Account” means the account created pursuant to section 11(b)(1) of this Act and described in subparagraph 12.3.1 of the settlement agreement.

(35) HOPI TRIBE LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. The term “Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account” means the account created pursuant to section 11(b)(4) of this Act and described in subparagraph 12.3.4 of the settlement agreement.

(36) HOPI TRIBE OM&R TRUST FUND ACCOUNT. The term “Hopi Tribe OM&R Trust Fund Account” means the account created pursuant to section 11(b)(2) of this Act and described in subparagraph 12.3.2 of the settlement agreement.

(37) HOPI TRIBE SETTLEMENT CIBOLA CONTRACT. The term “Hopi Tribe Settlement Cibola Contract” means the contract entered into between the United States and the Hopi Tribe pursuant to section 6 of this Act and the settlement agreement for delivery of Hopi Tribe Cibola Water after the Enforceability Date.

(38) HOPI TRIBE UPPER BASIN COLORADO RIVER WATER. The term “Hopi Tribe Upper Basin Colorado River Water” means the 2,300 afy of Upper Basin

Colorado River Water allocated to the Hopi Tribe pursuant to section 6 of this Act and as provided in subparagraphs 5.7 and 11.1.1 of the settlement agreement.

(39) HOPI TRIBE WATER DELIVERY CONTRACT. The term “Hopi Tribe Water Delivery Contract” means one or more contracts entered into by Secretary and the Hopi Tribe in accordance with section 6 of this Act and paragraph 11 of the settlement agreement for the delivery of Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water.

- (40) HOPI TRUST LAND. The term “Hopi Trust Land” means land that:
- (A) is located in the State;
 - (B) is located outside the exterior boundaries of the Hopi Reservation; and
 - (C) as of the Enforceability Date is held in trust by the United States for the benefit of the Hopi Tribe.

(41) IINÁ BÁ - PAA TUWAQAT’SI PIPELINE. The term “iiná bá - paa tuwaqat’si pipeline” means the water project described in section 8 of this Act and subparagraph 12.1 of the settlement agreement.

(42) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IMPLEMENTATION FUND ACCOUNT. The term “iiná bá – paa tuwaqat’si pipeline Implementation Fund Account” means the account created in the Treasury of the United States described in section 9 of this Act and subparagraph 12.1.1 of the settlement agreement.

(43) IMPOUNDMENT. The term “Impoundment” means a human-made structure used to store water.

(44) INJURY TO RIGHTS TO SURFACE WATER. The term “Injury to Rights to Surface Water” means a direct Diversion of Surface Water, other than from

a Well, that materially diminishes the flows and flood flows of Surface Water on the Navajo Reservation or on a Navajo Allotment, relating only to paragraph 8.0 of the settlement agreement.

(45) INJURY TO WATER. The term “Injury to Water” means injury to water based on changes in or degradation of the salinity or concentration of naturally occurring chemical constituents contained in Water.

(46) INJURY TO WATER RIGHTS. The term “Injury to Water Rights” means an interference with, diminution of, or deprivation of, Water Rights under Federal, State, or other law. The term “Injury to Water Rights” does not include any injury to water quality.

(47) IRRIGATION. The term “Irrigation” means the use of water on two (2) or more acres of land to produce plants or parts of plants for sale or human consumption, or for use as feed for livestock, range livestock, or poultry.

(48) LCR. The term “LCR” means the Little Colorado River.

(49) LCR ADJUDICATION. The term “LCR Adjudication” means that action pending in the Superior Court of the State, in and for the County of Apache, *In re: the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source*, CIV No. 6417.

(50) LCR ADJUDICATION COURT. The term “LCR Adjudication Court” means the Superior Court of the State, in and for the County of Apache, exercising jurisdiction over the LCR Adjudication.

(51) LCR DECREE. The term “LCR Decree” means the judgment or decree entered by the LCR Adjudication Court in substantially the same form as the form of judgment attached as Exhibit 3.1.82 to the settlement agreement.

(52) LCR WATERSHED. The term “LCR Watershed” means lands located within the Surface Water drainage of the LCR and its tributaries in the State, as shown on the map attached as Exhibit 3.1.83 to the settlement agreement.

(53) Lower Basin. The term “Lower Basin” means the ‘Lower Basin’ as defined in Article II(g) of the Colorado River Compact.

(54) MEMBER OR MEMBERS. The terms “Member” or “Members” means any person or persons duly enrolled as a member or members of the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe.

(55) NAVAJO ALLOTMENT. The term “Navajo Allotment” means a parcel of land patented pursuant to Section 1 of the General Allotment Act of 1887, 24 Stat. 388, ch. 119 (formerly codified at 25 U.S.C. § 331):

- (A) originally allotted to an individual identified in the allotting document as a Navajo Indian;
- (B) located within the exterior boundaries of the Navajo Reservation; and
- (C) held in trust by the United States for the benefit of one or more individual Indians.

(56) NAVAJO ALLOTTEE. The term “Navajo Allottee” means an individual Indian holding a beneficial interest in a Navajo Allotment, or an Indian Tribe holding an undivided fractional beneficial interest in a Navajo Allotment.

(57) NAVAJO FEE LAND. The term “Navajo Fee Land” means land, other than Navajo Trust Land, that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the Navajo Reservation; and
- (C) as of the Enforceability Date, is owned by the Navajo Nation, whether in its own name or through an entity wholly owned or controlled by the Navajo Nation.

(58) NAVAJO-GALLUP WATER SUPPLY PROJECT. The term “Navajo-Gallup Water Supply Project” means the project authorized, constructed, and operated pursuant to the Northwestern New Mexico Rural Water Projects Act.

(59) NAVAJO LAND. The term “Navajo Land” means collectively, the Navajo Reservation, Navajo Trust Land, and Navajo Fee Land.

(60) NAVAJO NATION. The term “Navajo Nation” means the Navajo Nation, a body politic and federally recognized Indian nation, 89 Fed. Reg.944, 945 (Jan. 8, 2024), also known variously as the ‘Navajo Tribe’, the ‘Navajo Tribe of Arizona, New Mexico & Utah’, the ‘Navajo Tribe of Indians’, and other similar names, and includes all bands of Navajo Indians and chapters of the Navajo Nation.

(61) NAVAJO NATION AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. The term “Navajo Nation Agricultural Conservation Trust Fund Account” means the account created in the Treasury of the United States pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.4 of the settlement agreement.

(62) NAVAJO NATION CIBOLA WATER. The term “Navajo Nation Cibola Water” means the Navajo Nation’s entitlement to the diversion of up to 100 afy of Fourth Priority Water at the same location and for the same Uses described in the Hopi Tribe Existing Cibola Contract or the delivery and consumptive use of up to

71.5 afy at locations and for Uses within the State other than as described in the Hopi Tribe Existing Cibola Contract, which shall have been assigned and transferred by the Hopi Tribe from its Cibola Water under the Hopi Tribe Existing Cibola Contract to the Navajo Nation.

(63) NAVAJO NATION FOURTH PRIORITY WATER. The term “Navajo Nation Fourth Priority Water” means the Diversion right to 3,500 afy of Fourth Priority Water reserved for use in a Navajo-Hopi Indian water rights settlement under paragraph 11.3 of the Arizona Water Settlement Agreement among the United States, the State of Arizona, and the Central Arizona Water Conservation District, as authorized by Section 106(a)(1) and (2) of Public Law 108-451, and allocated to the Navajo Nation pursuant to section 6 of this Act and as described in subparagraphs 4.9 and 10.1 of the settlement agreement.

(64) NAVAJO NATION LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. The term “Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account” means the account created pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.5 of the settlement agreement.

(65) NAVAJO NATION OM&R TRUST FUND ACCOUNT. The term “Navajo Nation OM&R Trust Fund Account” means the account created pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.2 of the settlement agreement .

(66) NAVAJO NATION RENEWABLE ENERGY TRUST FUND ACCOUNT. The term “Navajo Nation Renewable Energy Trust Fund Account” means the account created pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.3 of the settlement agreement.

(67) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER. The term “Navajo Nation Upper Basin Colorado River Water” means the 44,700 afy of Upper Basin Colorado River Water allocated to the Navajo Nation pursuant to section 6 of this Act and as described in subparagraphs 4.7 and 10.1 of the settlement agreement.

(68) NAVAJO NATION WATER DELIVERY CONTRACT. The term “Navajo Nation Water Delivery Contract” means one or more contracts entered into by Secretary and the Navajo Nation in accordance with section 6 of this Act and pursuant to paragraph 10 of the settlement agreement for the delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water.

(69) NAVAJO NATION WATER PROJECTS. The term “Navajo Nation Water Projects” shall mean the projects pursuant to subsection 10(f)(1) of this Act and described in subparagraph 12.2.1 of the settlement agreement.

(70) NAVAJO NATION WATER PROJECTS TRUST FUND ACCOUNT. The term “Navajo Nation Water Projects Trust Fund Account” shall mean the account created pursuant to subsection 10(b)(1) of this Act and described in subparagraph 12.2.1 of the settlement agreement.

(71) NAVAJO RESERVATION. The term “Navajo Reservation” means those lands shown on the map attached as Exhibit 3.1.112a to the settlement agreement, which are: within the exterior boundaries of the “Navajo Indian Reservation” in the State, defined by the Act of June 14, 1934, ch. 521, 48 Stat. 960; all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Navajo Nation in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 8(b), 88 Stat. 1713 (previously codified as amended at 25 U.S.C. § 640d-7(b)), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-

JAW (D. Ariz.), *aff'd*, 626 F.2d 113 (9th Cir. 1980); all lands taken into trust as a part of the Navajo Reservation pursuant to the Act of Dec. 22, 1974, Pub. L. No. 93-531, § 11, 88 Stat. 1713, as amended (previously codified at 25 U.S.C. § 640d-10, a copy of which is attached as Exhibit 3.1.112b to the settlement agreement); and excepting all lands within the Hopi Reservation and the San Juan Southern Paiute Reservation; provided, however, that if lands are taken in to trust as part of the Navajo Reservation pursuant to the Act of December 22, 1974, Pub. L. No. 93-531, and subsequent to the Effective Date, such lands shall be considered part of the Navajo Reservation as if they had been reservation lands prior to the Effective Date, except as provided in subparagraphs 3.1.12, 3.1.13, 3.1.87, 3.1.170, 4.1.5, 4.1.6, 4.6.1, and 8.1.1 of the settlement agreement.

(72) NAVAJO TRIBAL UTILITY AUTHORITY OR NTUA. The terms “Navajo Tribal Utility Authority” or “NTUA” mean the enterprise established by the Navajo Nation found at 21 Navajo Nation Code § 1 *et seq.*, or its successor agency or entity.

(73) NAVAJO TRUST LAND. The term “Navajo Trust Land” means land that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the Navajo Reservation; and
- (C) as of the Enforceability Date, is held in trust by the United States for the benefit of the Navajo Nation.

(74) NORTHWESTERN NEW MEXICO RURAL WATER PROJECTS ACT. The term “Northwestern New Mexico Rural Water Projects Act” shall mean Title X.B of the Omnibus Public Land Management Act of 2009, Public Law 111-11, as amended.

(75) OFF-RESERVATION. The term “Off-Reservation” means lands located in the State outside the exterior boundaries of:

- (A) the Navajo Reservation;
- (B) the Hopi Reservation; and
- (C) the San Juan Southern Paiute Reservation.

(76) OM&R. The term “OM&R” means operation, maintenance, and replacement.

(77) PARTY OR PARTIES. The terms “Party” or “Parties” mean a Person who is a signatory or Persons who are signatories to the settlement agreement.

(78) PERSON. The term “Person” means an individual; public or private corporation; company; partnership; joint venture; firm; association; society; estate or trust; any other private organization or enterprise; the United States; any Indian tribe; any state, territory, or country; any governmental entity; and any political subdivision or municipal corporation organized under or subject to the constitution and laws of the State. This definition includes the officers, directors, agents, insurers, representatives, employees, attorneys, assigns, subsidiaries, affiliates, enterprises, legal representatives, assigns, predecessors, and successors in interest and their heirs, of any Person.

(79) PUBLIC DOMAIN ALLOTTEE. The term “Public Domain Allottee” means an individual Indian or an Indian tribe holding a beneficial interest in a Public Domain Allotment outside the Navajo Reservation or a Public Domain Allotment within the Navajo Reservation.

(80) PUBLIC DOMAIN ALLOTMENTS WITHIN THE NAVAJO RESERVATION. The term “Public Domain Allotments within the Navajo Reservation” means lands allotted to individual Indians from the public domain that are (1) held in trust by the

United States for the benefit of one or more individual Indians or Indian tribes and (2) located within the exterior boundaries of the Navajo Reservation. A list of Public Domain Allotments within the Navajo Reservation is attached as Exhibit 3.1.131 to the settlement agreement.

(81) PUBLIC DOMAIN ALLOTMENTS OUTSIDE THE NAVAJO RESERVATION. The term “Public Domain Allotments outside the Navajo Reservation” means the 51 parcels of land allotted to individual Indians from the public domain pursuant to Section 4 of the General Allotment Act of 1887, 24 Stat. 388, ch. 119 that are (1) held in trust by the United States for the benefit of one or more individual Indians or Indian tribes and (2) located outside the exterior boundaries of the Navajo Reservation and the Hopi Reservation, as depicted on the map attached as Exhibit 3.1.132A to the settlement agreement.

(82) RECLAMATION. The term “Reclamation” means the United States Bureau of Reclamation.

(83) SAN JUAN SOUTHERN PAIUTE FEE LAND. The term “San Juan Southern Paiute Fee Land” means land, other than San Juan Southern Paiute Trust Land, that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and
- (C) as of the Enforceability Date, is owned by the San Juan Southern Paiute Tribe, whether in its own name or through an entity wholly owned or controlled by the San Juan Southern Paiute Tribe.

(84) SAN JUAN SOUTHERN PAIUTE GROUNDWATER PROJECTS. The term “San Juan Southern Paiute Groundwater Projects” means the projects described in section 12 of this Act and in subparagraph 12.4.1 of the settlement agreement.

(85) SAN JUAN SOUTHERN PAIUTE LAND. The term “San Juan Southern Paiute Land” means collectively, the San Juan Southern Paiute Southern Area, San Juan Southern Paiute Trust Land, and San Juan Southern Paiute Fee Land.

(86) SAN JUAN SOUTHERN PAIUTE NORTHERN AREA. The term “San Juan Southern Paiute Northern Area” means the land depicted on the map attached as Exhibit 3.1.146 to the settlement agreement.

(87) SAN JUAN SOUTHERN PAIUTE TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. The term “San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account” means the account created pursuant to section 12(f)(2) of this Act and described in subparagraph 12.4.3 of the settlement agreement.

(88) SAN JUAN SOUTHERN PAIUTE TRIBE GROUNDWATER PROJECT TRUST FUND ACCOUNT. The term “San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account” means the account created pursuant to section 12(f)(1) of this Act and described in subparagraph 12.4.1 of the settlement agreement.

(89) SAN JUAN SOUTHERN PAIUTE TRIBE OM&R TRUST FUND ACCOUNT. The term “San Juan Southern Paiute Tribe OM&R Trust Fund Account” means the account created pursuant to section 12(f)(3) of this Act and described in subparagraph 12.4.2 of the settlement agreement.

(90) SAN JUAN SOUTHERN PAIUTE SOUTHERN AREA. The term “San Juan Southern Paiute Southern Area” means the land depicted on the map attached as Exhibit 3.1.150 to the settlement agreement.

(91) SAN JUAN SOUTHERN PAIUTE RESERVATION. The term “San Juan Southern Paiute Reservation” means the approximately 5,400 acres of land described in paragraph 6.0 of the settlement agreement as the San Juan Southern Paiute Northern Area and the San Juan Southern Paiute Southern Area, as depicted in the maps attached as Exhibits 3.1.149 and 3.1.150 to the settlement agreement.

(92) SAN JUAN SOUTHERN PAIUTE TRIBE. The term “San Juan Southern Paiute Tribe” means the San Juan Southern Paiute Tribe, a body politic and federally recognized Indian tribe, 89 Fed. Reg. 944, 946 (Jan. 8, 2024).

(93) SAN JUAN SOUTHERN PAIUTE TRUST LAND. The term “San Juan Southern Paiute Trust Land” means land that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and
- (C) as of the Enforceability Date, is held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe.

(94) SECRETARY. The term “Secretary” means the Secretary of the United States Department of the Interior or the Secretary’s authorized designee.

(95) SETTLEMENT AGREEMENT. The term “settlement agreement” means the Northeastern Arizona Indian Water Rights Settlement Agreement and the Exhibits attached thereto.

(96) SIXTH PRIORITY WATER. The term “Sixth Priority Water” shall mean Sixth Priority Water as that term is defined in the Hopi Tribe Existing Cibola Contract.

(97) STATE. The term “State” means the State of Arizona.

(98) SURFACE WATER. The term “Surface Water” means all water in the State that is appropriable under State law. “Surface Water” shall not include Colorado River Water.

(99) TREATY. The term “Treaty” means the Articles of Treaty and Agreement entered into by the Navajo Nation and the San Juan Southern Paiute Tribe to settle land claims and other disputes, as executed on March 18, 2000.

(100) TREATY ADDENDUM. The term “Treaty Addendum” means the Addendum to the Treaty entered into by the Navajo Nation and the San Juan Southern Paiute Tribe on May 7, 2004.

(101) TRIBE. The term “Tribe” means:

- (A) the Navajo Nation;
- (B) the Hopi Tribe; or
- (C) the San Juan Southern Paiute Tribe.

(102) TRIBES. The term “Tribes” means:

- (A) the Navajo Nation,
- (B) the Hopi Tribe, and
- (C) the San Juan Southern Paiute Tribe.

(103) UNDERGROUND WATER. The term “Underground Water” means all Water beneath the surface of the earth, within the State, other than Effluent, regardless of its legal characterization as appropriable or non-appropriable under Federal, State, or other law.

(104) UNITED STATES OR UNITED STATES OF AMERICA. The terms “United States” or “United States of America” mean the United States acting as trustee for the Tribes, their Members, Hopi Allottees, and Navajo Allottees, except as

otherwise expressly provided. When the term ‘United States’ or ‘United States of America’ is used in reference to a particular agreement or contract, the term shall mean the United States acting in the capacity as set forth in such agreement or contract.

(105) UPPER BASIN. The term “Upper Basin” means ‘Upper Basin’ as defined in article II(f) of the Colorado River Compact of 1922.

(106) UPPER BASIN COLORADO RIVER WATER. The term “Upper Basin Colorado River Water” means the 50,000 afy of consumptive use of Colorado River Water apportioned to the State in the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes.

(107) USE. The term “Use” means any beneficial use, including instream flow, recharge, storage, recovery, or any other use recognized as beneficial under applicable law.

(108) WATER. The term “water”, when used without a modifying adjective, means Groundwater, Surface Water, Colorado River Water, or Effluent.

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

(110) WELL. The term “Well” means a human-made opening in the Earth through which Underground Water may be withdrawn or obtained.

(111) YEAR. The term “Year” means a calendar year.

(112) ZUNI INDIAN TRIBE OR ZUNI TRIBE. The terms “Zuni Indian Tribe” or “Zuni Tribe” mean the body politic and federally recognized Indian tribe of that name, 89 Fed. Reg. 944, 947 (Jan. 8, 2024).

SEC. 4. RATIFICATION AND EXECUTION OF THE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT.

(a) RATIFICATION.

(1) IN GENERAL. Except as modified by this Act and to the extent the settlement agreement does not conflict with this Act, the settlement agreement is authorized, ratified, and confirmed.

(2) AMENDMENTS. If an amendment to the settlement agreement, or to any Exhibit attached to the settlement agreement requiring the signature of the Secretary, is executed in accordance with this Act to make the settlement agreement consistent with this Act, the amendment is authorized, ratified, and confirmed, to the extent the amendment is consistent with this Act.

(b) EXECUTION OF SETTLEMENT AGREEMENT.

(1) IN GENERAL. To the extent the settlement agreement does not conflict with this Act, the Secretary shall execute the settlement agreement, including all exhibits to the settlement agreement requiring the signature of the Secretary.

(2) MODIFICATIONS. Nothing in this Act prohibits the Secretary from approving any modification to the settlement agreement, including exhibits to the settlement agreement, which is consistent with this Act, to the extent the modification does not otherwise require congressional approval under section 2116 of the Revised Statutes

(25 U.S.C. 177) or any other applicable provision of Federal law.

(c) ENVIRONMENTAL COMPLIANCE.

(1) IN GENERAL. In implementing the settlement agreement (including all exhibits to the settlement agreement requiring the signature of the Secretary) and this Act, the Secretary shall comply with all applicable provisions of:

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

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

(C) all other Federal environmental laws and regulations.

(2) COMPLIANCE.

(A) IN GENERAL. In implementing the settlement agreement and this Act, and excluding environmental compliance related to the iiná bá - paa tuwaqat'si pipeline, the applicable tribe shall prepare any necessary environmental documents consistent with all applicable provisions of:

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

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

- (iii) all other Federal environmental laws and regulations.
- (d) AUTHORIZATIONS. The Secretary shall:
 - (1) independently evaluate the documentation submitted under subparagraph (c)(2)(A); and
 - (2) be responsible for the accuracy, scope, and contents of that documentation.
- (e) EFFECT OF EXECUTION. The execution of the settlement agreement by the Secretary under this section shall not constitute a major action for purposes of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
- (f) COSTS. Excluding compliance related to the iiná bá - paa tuwaqat'si pipeline, any costs associated with the performance of the compliance activities under subsection (c) shall be paid from funds deposited in the Navajo Nation Water Projects Trust Fund Account, the Hopi Tribe Groundwater Projects Trust Fund Account, or the San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account, whichever is applicable, subject to the condition that any costs associated with the performance of Federal approval or other review of such compliance work or costs associated with inherently Federal functions shall remain the responsibility of the Secretary. Costs associated with the performance of the compliance activities under subsection (c) related to the iiná bá - paa tuwaqat'si pipeline shall be paid from funds deposited in the iiná bá - paa tuwaqat'si pipeline Implementation Fund Account.

SEC. 5. WATER RIGHTS.

(a) CONFIRMATION OF WATER RIGHTS.

- (1) IN GENERAL. The Water Rights of the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, and the Hopi Allottees as set forth in the settlement agreement are ratified, confirmed, and declared to be valid.
- (2) USE. Any use of water pursuant to the Water Rights described in subsection (a)(1) by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, and the Hopi Allottees shall be subject to the terms and conditions of the settlement agreement and this Act.
- (3) CONFLICT. In the event of a conflict between the settlement agreement and this Act, this Act shall control.

(b) INTENT OF CONGRESS. It is the intent of Congress to provide to Navajo Allottees benefits that are equivalent to, or exceed, the benefits the Navajo Allottees possess on the day before the date of enactment of this Act, taking into consideration:

- (1) the potential risks, cost, and time delay associated with litigation that would be resolved by the settlement agreement and this Act;
- (2) the availability of funding under this Act and from other sources;

- (3) the availability of water from the Water Rights of the Navajo Nation; and
 - (4) the applicability of section 7 of the Act of February 8, 1887, (25 U.S.C. 381) and this Act to protect the interests of Navajo Allottees.
- (c) WATER RIGHTS TO BE HELD IN TRUST FOR THE TRIBES, THE NAVAJO ALLOTTEES, AND THE HOPI ALLOTTEES. The United States shall hold the following Water Rights in trust for the benefit of the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, and the Hopi Allottees:
- (1) NAVAJO NATION AND THE NAVAJO ALLOTTEES. The United States shall hold the following Water Rights in trust for the benefit of the Navajo Nation and Navajo Allottees:
 - (A) Underground Water described in subparagraph 4.2 of the settlement agreement;
 - (B) Springs described in subparagraph 4.4 of the settlement agreement;
 - (C) Little Colorado River tributary water described in sub-paragraph 4.5 of the settlement agreement;
 - (D) Little Colorado River Mainstem water described in subparagraph 4.6 of the settlement agreement;

- (E) Navajo Nation Upper Basin Colorado River Water described in sub-paragraph 4.7 of the settlement agreement;
 - (F) Navajo Nation Fourth Priority Water described in subparagraph 4.9 of the settlement agreement; and
 - (G) Water Rights appurtenant or associated with lands held in trust by the United States for the benefit of the Navajo Nation as described in subparagraphs 4.12, 4.13, 4.15, and 4.16 of the settlement agreement.
- (2) HOPI TRIBE. The United States shall hold the following Water Rights in trust for the benefit of the Hopi Tribe:
- (A) Underground Water described in subparagraph 5.2 of the settlement agreement;
 - (B) Surface Water described in subparagraph 5.4 of the settlement agreement;
 - (C) Springs described in subparagraph 5.5 of the settlement agreement;
 - (D) Hopi Tribe Upper Basin Colorado River Water as described in subparagraph 5.7 of the settlement agreement; and
 - (E) Water Rights appurtenant or associated with lands held in trust by the United States for the benefit of the Hopi Tribe as described in subparagraphs 5.10, 5.11, 5.12, and 5.13 of the settlement agreement.

- (3) SAN JUAN SOUTHERN PAIUTE TRIBE. The United States shall hold the following Water Rights in trust for the benefit of the San Juan Southern Paiute Tribe:
 - (A) Underground Water described in subparagraph 6.2.3 of the settlement agreement;
 - (B) Surface Water described in subparagraph 6.2.4 of the settlement agreement;
 - (C) Springs described in subparagraph 6.2.6 of the settlement agreement; and
 - (D) Water Rights appurtenant or associated with lands held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe as described in subparagraphs 6.5 and 6.6 of the settlement agreement.
- (4) HOPI ALLOTTEES. The United States shall hold the Water Rights described in subparagraph 5.9 of the settlement agreement in trust for the benefit of the Hopi allottees.
- (d) NONUSE, FORFEITURE, AND ABANDONMENT.
 - (1) Water Rights of the Navajo Nation and the Navajo Allottees described in subparagraphs 4.2, 4.4, 4.5, 4.6, 4.7, and 4.9 of the settlement agreement shall not be subject to loss by non-use, forfeiture, or abandonment;
 - (2) Water Rights of the Hopi Tribe described in subparagraphs 5.2, 5.4, 5.5, and 5.7 of the settlement agreement, and Water Rights pertaining to lands held in trust

by the United States for the benefit of the Hopi Tribe as described in subparagraphs 5.10, 5.11, 5.12, and 5.13 of the settlement agreement, shall not be subject to loss by non-use, forfeiture, or abandonment;

(3) Water Rights of the San Juan Southern Paiute Tribe described in subparagraphs 6.2.3, 6.2.4, and 6.2.6 of the settlement agreement shall not be subject to loss by non-use, forfeiture, or abandonment.

(4) Water Rights of the Hopi Allottees described in subparagraph 5.9 of the settlement agreement shall not be subject to loss by non-use, forfeiture, or abandonment.

(e) NAVAJO ALLOTTEES.

(1) APPLICABILITY OF THE ACT OF FEBRUARY 8, 1887. The provisions of section 7 of the Act of February 8, 1877, 24 Stat. 390, ch. 119; 25 U.S.C. § 381, shall apply to the Water Rights identified in subsection (c)(1).

(2) ENTITLEMENT TO WATER. The rights of Navajo Allottees, and the United States acting as trustee for Navajo Allottees, to use water on Navajo Allotments located on the Navajo Reservation shall be satisfied solely from the Water Rights described in subsection (c)(1).

(3) ALLOCATIONS. A Navajo Allottee shall be entitled to a just and equitable distribution of water for irrigation purposes.

- (4) CLAIMS.
 - (A) EXHAUSTION OF REMEDIES. Before asserting any claim against the United States under section 7 of the Act of February 8, 1887, 24 Stat. 390, ch. 199; 25 U.S.C. § 381, or any other applicable law, a Navajo Allottee shall exhaust remedies available under the Navajo Nation Water Code or other applicable Navajo law.
 - (B) ACTION FOR RELIEF. After the exhaustion of all remedies available under the Navajo Nation Water Code or other applicable Navajo law, a Navajo Allottee may seek relief under section 7 of the Act of February 8, 1887, 24 State. 390, ch. 119; 25 USC § 381, or other applicable law.
- (5) AUTHORITY OF THE SECRETARY. The Secretary shall have authority to protect the rights of Navajo Allottees in accordance with this subsection.
- (f) NAVAJO NATION WATER CODE. To the extent necessary, and subject to the approval of the Secretary, the Navajo Nation shall amend the Navajo Nation Water Code to provide
 - (1) that use of Water by Navajo Allottees shall be satisfied with water from the Water Rights described in subsection (c)(1);
 - (2) a process by which a Navajo Allottee may request that the Navajo Nation provide water in accordance with the settlement agreement, including the provision of water

under any Navajo Allottee lease under section 4 of the Act of June 25, 1910, 36 Stat. 856, ch. 431; 25 U.S.C. § 403;

- (3) a due process system for the consideration and determination by the Navajo Nation of any request of a Navajo Allottee (or a successor in interests to a Navajo Allottee) for an allocation of water on a Navajo Allotment, including a process for:
 - (A) appeal and adjudication of any denied or disputed distribution of water; and
 - (B) resolution of any contested administrative decision; and
 - (4) a requirement that any Navajo Allottee asserting a claim relating to the enforcement of rights of the Navajo Allottee under the Navajo Nation Water Code, including to the quantity of water allocated to land of the Navajo Allottee, shall exhaust all remedies available to the Navajo Allottee under Navajo law before initiating an action against the United States or petitioning the Secretary pursuant to subparagraph (e)(4)(B).
- (g) ACTION BY THE SECRETARY.
- (1) IN GENERAL. During the period beginning on the Enactment Date and ending on the date on which a Navajo Nation Water Code is amended as described in paragraph (f)(1) of this section, the Secretary shall administer, with respect to the rights of the Navajo Allottees, the Water Rights identified in subsection (c)(1).

- (2) APPROVAL. The Navajo Nation Water Code amendments described in paragraph (f)(1) of this section shall not be valid unless:
 - (A) the amendments described in paragraph (f)(1) of this section have been approved by the Secretary; and
 - (B) each subsequent amendment to the Navajo Nation Water Code that affects the rights of a Navajo Allottee is approved by the Secretary.
- (3) APPROVAL PERIOD.
 - (A) APPROVAL PERIOD. The Secretary shall approve or disapprove the Navajo Nation Water Code amendments described in paragraph (f)(1) of this section not later than 180 days after the date on which the amendments are submitted to the Secretary.
 - (B) EXTENSION. This deadline may be extended by the Secretary after consultation with the Navajo Nation.
- (h) EFFECT. Except as otherwise expressly provided in this section, nothing in this Act:
 - (1) authorizes any action by a Navajo Allottee against any individual or entity, or against the Navajo Nation, under Federal, State, tribal, or local law; or
 - (2) alters or affects the status of any action brought pursuant to section 1491(a) of title 28, United States Code.

SEC. 6. ALLOCATION AND ASSIGNMENT OF COLORADO RIVER WATER TO THE TRIBES; WATER DELIVERY CONTRACTS.

(a) ALLOCATION AND ASSIGNMENT TO THE NAVAJO NATION AND THE HOPI TRIBE.

(1) ALLOCATION AND ASSIGNMENT TO THE NAVAJO NATION.

(A) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER. Forty-four Thousand Seven Hundred (44,700) afy of Upper Basin Colorado River Water is allocated to the Navajo Nation upon the enforceability date. Pursuant to subparagraph 4.7.1 of the settlement agreement, the State has expressly agreed to this allocation.

(B) NAVAJO NATION CIBOLA WATER. Pursuant to subparagraph 4.8.2 of the settlement agreement, the State has recommended the assignment of Navajo Nation Cibola Water by the Hopi Tribe to the Navajo Nation effective on the enforceability date.

(C) NAVAJO NATION FOURTH PRIORITY WATER. Three Thousand Five Hundred (3,500) afy of uncontracted Fourth Priority Water reserved for use in a Navajo-Hopi Indian Water Rights settlement under paragraph 11.3 of the Arizona Water Settlement Agreement among the United States, the State, and CAWCD, as authorized by Section 106(a)(1) and (2) of Public Law 108-451, is allocated

to the Navajo Nation upon the enforceability date. Pursuant to subparagraph 4.9.1 of the settlement agreement, the State has recommended the allocation.

(2) ALLOCATION TO HOPI TRIBE AND AMENDMENT TO CIBOLA CONTRACT.

(A) ARIZONA HOPI TRIBE UPPER BASIN COLORADO RIVER WATER. Two Thousand Three Hundred (2,300) afy of Upper Basin Colorado River Water is allocated to the Hopi Tribe upon the enforceability date. Pursuant to subparagraph 5.7.1 of the settlement agreement, the State has expressly agreed to this allocation.

(B) HOPI TRIBE CIBOLA WATER. Pursuant to subparagraph 5.8.1 of the settlement agreement, the State has recommended the amendment of the existing Hopi Tribe Cibola Contract to reduce the Hopi Tribe's fourth priority water diversion entitlement to 4,178 afy, and to provide for additional uses and places of use of Hopi Tribe Cibola Water, effective on the enforceability date.

(b) COLORADO RIVER WATER USE AND STORAGE.

(1) IN GENERAL.

(A) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER AND HOPI TRIBE UPPER BASIN COLORADO RIVER WATER. Navajo Nation Upper Basin Colorado River Water may be used at

any location within the State; and Hopi Tribe Upper Basin Colorado River Water may be used at any location within the State.

(B) NAVAJO NATION CIBOLA WATER, NAVAJO NATION FOURTH PRIORITY WATER, AND HOPI TRIBE CIBOLA WATER. The Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water and Hopi Tribe Cibola Water may be used at any location within the State.

(C) STORAGE IN ARIZONA. Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water may be stored at underground storage facilities or groundwater savings facilities located:

- (i) within the Navajo Reservation in accordance with Navajo law, or State law if mutually agreed to by the Navajo Nation and the State;
- (ii) within the Hopi Reservation in accordance with Hopi law, or State law if mutually agreed to by the Hopi Tribe and the State;
- (iii) on any other Indian reservation located in the State in accordance with applicable law; and

(iv) within the State and outside of any Indian reservation in accordance with State law.

(v) The Navajo Nation and the Hopi Tribe may assign any long-term storage credits accrued as a result of storage under this subparagraph in accordance with applicable law. Any water stored pursuant to tribal law may only be recovered on the Indian reservation where the water was stored.

(D) TRANSPORTATION OF WATER THROUGH THE CAP SYSTEM. The Navajo Nation or the Hopi Tribe may transport Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water through the CAP system for storage or use in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP system to transport water other than CAP Water, subject to payment of applicable charges.

(2) STORAGE IN NEW MEXICO. The Navajo Nation may store its Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water at the Navajo Reservoir and at the Frank Chee Willetto, Sr. Reservoir in New Mexico so long as the Water

stored there is subsequently transported to the State for use in the State.

(A) Any storage of Navajo Nation Upper Basin Colorado River Water in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir shall be credited against Upper Basin Colorado River Water in the year in which the diversions for storage in the Reservoir occurs. Such Water shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir.

(B) Any storage of Navajo Nation Cibola Water or Navajo Nation Fourth Priority Water in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir shall be credited against the State's apportionment of Lower Basin Colorado River Water in the year in which the diversion for storage in the Navajo Reservoir or Frank Chee Willetto, Sr. Reservoir occurs. Such Water shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir.

(3) NO USE OUTSIDE ARIZONA.

(A) The Navajo Nation may divert its Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority

Water in Arizona, New Mexico, and Utah, but, with the exception of storage in the Navajo Reservoir and Frank Chee Willetto, Sr. Reservoir described in subparagraph (2), the Navajo Nation may not use, lease, exchange, forbear, or otherwise transfer any of the water for use directly or indirectly outside of the State.

(B) The Hopi Tribe may divert its Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water in Arizona, and the Hopi Tribe may not use, lease, exchange, forbear, or otherwise transfer any of the water for use directly or indirectly outside of the State.

(4) All contracts to store Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water shall identify: (a) the water's place of storage; (b) the mechanisms for delivery of the water; and (c) each point of Diversion under the contract. A contract to store Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water shall not conflict with the settlement agreement or this Act.

(c) WATER DELIVERY CONTRACTS. The Secretary shall enter into the following Water delivery contracts, which contracts shall be without limit as to term:

(1) NAVAJO NATION WATER DELIVERY CONTRACTS FOR NAVAJO NATION UPPER BASIN COLORADO RIVER WATER

(A) The Secretary shall enter into a water delivery contract with the Navajo Nation for Navajo Nation Upper Basin Colorado River Water in accordance with the settlement agreement, which shall provide for, among other things:

- (i) the delivery of up to 44,700 afy of Navajo Nation Upper Basin Colorado River Water;
- (ii) one or more points of Diversion in Arizona, New Mexico, and Utah;
- (iii) one or more storage locations at any place within the State and the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;
- (iv) use at any location within the State; and
- (v) delivery of Navajo Nation Upper Basin Colorado River Water to the Navajo Nation's lessees and exchange partners in the Upper Basin and the Lower Basin within the State.

(B) Water Service Contract No. 09-WC-40-318 between the United States and the Navajo Nation dated

December 23, 2009 for the delivery of up to 950 afy of Water from Lake Powell to the Navajo Nation for municipal and industrial Use within the Community of LeChee shall be replaced with a Navajo Nation Water Delivery Contract for the delivery of Navajo Nation Upper Basin Colorado River Water that complies with this subsection. As provided in the settlement agreement, upon the Enforceability Date, Water Service Contract No. 09-WC-40-318 shall terminate.

- (2) NAVAJO NATION WATER DELIVERY CONTRACT FOR NAVAJO NATION CIBOLA WATER. The Secretary shall enter into a water delivery contract with the Navajo Nation for the Navajo Nation Cibola Water in accordance with the settlement agreement which shall provide for, among other things:
 - (A) the Diversion of up to 100 afy at the location and for the same uses described in the Hopi Tribe Existing Cibola Contract; or delivery and consumptive use of up to 71.5 afy at locations and for Uses within the State other than as described in the Hopi Tribe Existing Cibola Contract;
 - (B) one or more points of Diversion in Arizona, New Mexico, and Utah;

- (C) storage in any location within the State and in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;
 - (D) use at any location within the State;
 - (E) delivery of Navajo Nation Cibola Water to the Navajo Nation's lessees and exchange partners in the Upper Basin and the Lower Basin within the State; and
 - (F) curtailment as provided in subsection (e).
- (3) NAVAJO NATION WATER DELIVERY CONTRACT FOR NAVAJO NATION FOURTH PRIORITY WATER.
- The Secretary shall enter into a water delivery contract with the Navajo Nation for Navajo Nation Fourth Priority Water in accordance with the settlement agreement which shall provide for, among other things:
- (A) delivery of up to 3,500 afy of Navajo Nation Fourth Priority Water;
 - (B) one or more points of Diversion in Arizona, New Mexico, and Utah;
 - (C) storage in any location in Arizona and in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;
 - (D) use at any location within the State;
 - (E) delivery of Navajo Nation Fourth Priority Water to the Navajo Nation's lessees and exchange partners in

the Upper Basin and the Lower Basin within the State; and

(F) curtailment as provided in subsection (e).

(4) HOPI TRIBE DELIVERY CONTRACTS FOR HOPI TRIBE UPPER BASIN COLORADO RIVER WATER.

The Secretary shall enter into a water delivery contract with the Hopi Tribe for Hopi Tribe Upper Basin Colorado River Water in accordance with the settlement agreement, which shall provide for, among other things:

(A) the delivery of up to 2,300 afy of Hopi Tribe Upper Basin Colorado River Water;

(B) one or more points of diversion in the State, including Lake Powell;

(C) one or more storage locations at any place within the State;

(D) use at any location within the State; and

(E) delivery of Hopi Tribe Upper Basin Colorado River Water to the Hopi Tribe's lessees and exchange partners in the Upper Basin and the Lower Basin within the State.

(5) HOPI TRIBE WATER DELIVERY CONTRACT FOR HOPI TRIBE CIBOLA WATER.

The Secretary shall enter into a water delivery contact with the Hopi Tribe for Hopi Tribe Cibola Water in accordance with the settlement agreement, which shall provide for, among other things:

- (A) the delivery of up to 4,178 afy of fourth priority water, 750 afy of fifth priority water, and 1,000 afy of sixth priority water;
 - (B) one or more points of diversion in the State, including Lake Powell;
 - (C) storage in any location within the State;
 - (D) use at any location within the State consistent with subparagraph 5.8.3 of the settlement agreement;
 - (E) delivery of Hopi Tribe Cibola Water to the Hopi Tribe's lessees and exchange partners in the Upper Basin and Lower Basin within the State; and
 - (F) curtailment as provided in subsection (e).
- (d) REQUIREMENTS AND LIMITATIONS APPLICABLE TO WATER DELIVERY CONTRACTS.

The Navajo Nation Water Delivery Contracts and Hopi Tribe Water Delivery Contracts described in subsection (c) shall be subject to the following requirements and limitations:

- (1) Except for storage by the Navajo Nation at the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico, a Water delivery contract shall not permit the use of the Water outside of the State.
- (2) A water delivery contract shall not, either temporarily or permanently, alter or reduce the State's annual Lower Basin apportionment pursuant to the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, *et seq.*, as amended, and the Decree,

or annual Upper Basin apportionment pursuant to the Upper Colorado River Basin Compact, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes.

- (3) Nothing in a water delivery contract shall alter or impair the State's rights, authorities, and interests under the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, *et seq.*, as amended, the contract between the United States and the State of Arizona dated February 9, 1944, or the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes, or the Decree.
- (4) A water delivery contract shall not limit the State's ability to seek or advocate changes in the Colorado River system's operating rules, criteria, or guidelines as they apply to the State's apportionments from the Upper Basin and the Lower Basin of the Colorado River.
- (5) In the event that a water delivery contract will result in the delivery of Upper Basin Colorado River Water to the Lower Basin or Lower Basin Colorado River Water to the Upper Basin, the Secretary shall confer with the State prior to executing such water delivery contract concerning: (a) the impact of the water deliveries on the availability of Upper Basin or Lower Basin Colorado River Water within the State; (b) Reclamation's annual accounting for such water on the State's Colorado River apportionments in the Upper

Basin and Lower Basin; and, if appropriate, (c) the impact on the operations of the Central Arizona Project.

- (6) A water delivery contract shall identify: (a) the place(s) of use; (b) the purpose of the use(s) during the term of the contract; (c) the mechanism(s) for delivery of the water; and (d) each point of diversion under the contract.
- (7) A water delivery contract shall not prejudice the interests of the State, or serve as precedent against the State, in any litigation related to the apportionment, diversion, storage, or use of water from the Colorado River system as defined in Article II(a) of the Decree.
- (8) In the case of a conflict between a water delivery contract and this Act or the settlement agreement, this Act or the settlement agreement shall control.
- (9) Any material amendment or modification of a water delivery contract shall comply with, and be subject to, all requirements and limitations for the water delivery contract as set forth in the settlement agreement and this Act.
- (10) A water delivery contract shall become effective on the Enforceability Date and, once effective, shall be permanent and without limit as to term.
- (11) The United States shall waive Colorado River Storage Project standby charges and delivery charges and annual administration fees for Water delivered pursuant to a water delivery contract.

(e) CURTAILMENT.

(1) NAVAJO NATION CIBOLA WATER AND NAVAJO NATION FOURTH PRIORITY WATER.

Deliveries of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water, regardless of the point of diversion, shall be subject to reduction in any year in which a shortage is declared to the same extent as other non-CAP fourth priority Lower Basin Colorado River Water supplies.

(2) OTHER LOWER BASIN COLORADO RIVER WATER ACQUIRED BY THE NAVAJO NATION.

Any other Lower Basin Colorado River Water that the Navajo Nation may acquire shall be subject to reduction in any year in which a shortage is declared in accordance with criteria applied by the Secretary to Water of the same priority.

(3) HOPI TRIBE CIBOLA WATER.

(A) Deliveries of Hopi Tribe Cibola Water of fourth priority, regardless of the point of diversion, shall be subject to reduction in any year in which a shortage is declared to the same extent as other non-CAP fourth priority Lower Basin Colorado River Water supplies.

(B) Deliveries of Hopi Tribe Cibola Water of fifth priority, regardless of the point of diversion, shall be subject to reduction in any year in which a shortage is declared to the same extent as other fifth priority Lower Basin Colorado River Water supplies.

(4) OTHER LOWER BASIN COLORADO RIVER WATER ACQUIRED BY THE HOPI TRIBE.

Any other Lower Basin Colorado River Water that the Hopi Tribe may acquire shall be subject to reduction in any year in which a shortage is declared in accordance with criteria applied by the Secretary to water of the same priority.

(f) USE OF THE COLORADO RIVER MAINSTREAM AND SAN JUAN RIVER.

The Secretary is authorized to use the Colorado River Mainstream and dams and works on the Mainstream now or hereafter controlled or operated by the United States, which regulate the flow of water in the Mainstream or the diversion of water from the Mainstream in the Upper Basin or the Lower Basin to transport and deliver Navajo Nation Upper Basin Colorado River Water, Hopi Tribe Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, and Hopi Tribe Cibola Water. The Secretary is also authorized to use the San Juan River and the dams and works described in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the settlement agreement to transport, store, and deliver Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water.

(1) Navajo Nation Upper Basin Colorado River Water or Hopi Tribe Upper Basin Colorado River Water which enters the Mainstream and dams and works on the Mainstream now or hereafter controlled or operated by the United States which regulate the flow of Water in the Mainstream or the

diversion of Water from the Mainstream in the Upper Basin or the Lower Basin of the United States of the Lower Colorado River, shall not be deemed water controlled by the United States under the Decree and shall be managed differently than Lower Basin Mainstream Water and be accounted for separately by the Secretary in a manner such that the Navajo Nation Upper Basin Colorado River Water or the Hopi Tribe's Upper Basin Colorado River Water is not subject to paragraphs II(A) or II(B) of the Decree.

- (2) Navajo Nation Upper Basin Colorado River Water that enters the San Juan River and the dams and works described in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the settlement agreement shall not be deemed water controlled by the United States and is not subject to the Decree provided that if Navajo Nation Upper Basin Colorado River Water spills from dams on the San Juan River described in subparagraphs 4.7.5, 4.8.4, and 4.9.4, it becomes part of the San Juan River system.
- (g) ACQUISITIONS OF ENERGY. Amounts of energy needed to deliver water to the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe shall be acquired by the Tribes.
- (h) REPORTING BY NAVAJO NATION AND HOPI TRIBE.
 - (1) NAVAJO NATION. Beginning on March 1 of the first year following the year in which the Enforceability Date occurs, and on March 1 of each year thereafter, the Navajo Nation shall submit a report to the Arizona Department of Water

Resources showing: (a) the annual diversion amount, point of diversion, and places of use of Navajo Nation Upper Basin Colorado River Water; (b) the annual diversion amount, point of diversion, and places of use of Navajo Nation Cibola Water; (c) the annual diversion amount, point of diversion, and places of use of Navajo Nation Fourth Priority Water; (d) the location and annual amount of any off-Reservation storage of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water; (e) the amount of an off-Reservation exchange involving Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water; and (f) the location and annual amount of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water leased off-Reservation. In order to accurately measure the flow of Water diverted in the Upper Basin for use by the Navajo Nation in the State, the Navajo Nation shall install suitable measuring devices at or near each point of diversion of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water from the Colorado River's mainstem in the Upper Basin and the San Juan River in the Upper Basin. The Navajo Nation shall notify the Arizona Department of Water Resources in writing of any annual reporting conflicts between Reclamation, the Navajo Nation, or the Upper

Colorado River Commission prior to the completion of Reclamation's annual "Colorado River Accounting and Water Use Report for the Lower Basin."

- (2) HOPI TRIBE. Beginning on March 1 of the first year following the year in which the Enforceability Date occurs, and on March 1 of each year thereafter, the Hopi Tribe shall submit a report to the Arizona Department of Water Resources showing: (a) the annual diversion amount, point of diversion, and places of use of Hopi Tribe Upper Basin Colorado River Water; (b) the annual diversion amount, point of diversion, and places of use of Hopi Tribe Cibola Water; (c) the location and annual amount of any off-Reservation storage of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water; (d) the amount of an off-Reservation exchange involving Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water; and (e) the location and annual amount of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water leased off-Reservation. In order to accurately measure the flow of Water diverted in the Upper Basin for use by the Hopi Tribe in the State, the Hopi Tribe shall install suitable measuring devices at or near each point of diversion of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water from the Colorado River's mainstem in the Upper Basin. The Hopi Tribe shall notify the Arizona Department of Water Resources in writing of any annual

reporting conflicts between Reclamation, the Hopi Tribe, or the Upper Colorado River Commission prior to the completion of Reclamation's annual "Colorado River Accounting and Water Use Report for the Lower Basin."

SEC. 7. COLORADO RIVER WATER LEASES AND EXCHANGES; USES.

- (a) IN GENERAL. Subject to approval by the Secretary:
- (1) The Navajo Nation shall have authority to enter into leases, or options to lease, or exchanges, or options to exchange, Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water, for use and storage in the State, and provide for the temporary delivery to other persons of any portion of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water in the State in accordance with the settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River Water entitlements within the State.
 - (2) The Hopi Tribe shall have authority to enter into leases, or options to lease, or exchanges, or options to exchange, Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water for use and storage in the State, and provide for the temporary delivery to other persons of any portion of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water in the State in accordance with the

settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River Water entitlements within the State.

(b) TERMS OF LEASES AND EXCHANGES.

(1) LEASING – ON RESERVATION. The Navajo Nation may lease the Navajo Nation Upper Basin Colorado River Water, the Navajo Nation Cibola Water and the Navajo Nation Fourth Priority Water for use or storage on the Navajo Reservation and the Hopi Tribe may lease Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water for use or storage on the Hopi Reservation. Leases or options to lease under this subsection shall be subject to:

(A) the Navajo Nation or Hopi Tribe’s leasing regulations, whichever is applicable; and

(B) Federal provisions regarding the lease of restricted land (25 U.S.C. § 415(a) and (e)).

(2) LEASING – OFF RESERVATION. Subject to approval by the Secretary for an off Reservation lease:

(A) NAVAJO NATION LEASING. The Navajo Nation may lease Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water for use or storage off of the Navajo Reservation anywhere within the State, in accordance with the settlement agreement and all applicable Federal and State laws

governing the transfer of Colorado River Water within the State.

- (B) HOPI TRIBE LEASING. The Hopi Tribe may lease Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water for use or storage off of the Hopi Reservation anywhere within the State, in accordance with the settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River Water within the State.
 - (C) TERM OF LEASES AND EXCHANGES. Contracts to lease and options to lease off of the Reservation shall be for a term not to exceed one hundred (100) years. Exchanges or options to exchange shall be for the term provided for in the exchange or option, as applicable.
 - (D) RENEGOTIATION; RENEWAL. The Navajo Nation and the Hopi Tribe may, with the approval of the Secretary, renegotiate any lease described in subsection (b)(2) at any time during the term of that lease provided the term of the renegotiated lease off of the Reservation does not exceed one hundred (100) years.
- (3) REQUIREMENTS FOR ALL CONTRACTS TO LEASE AND CONTRACTS TO EXCHANGE. All contracts to lease or exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation

Fourth Priority Water, Hopi Tribe Upper Colorado River Water and Hopi Tribe Cibola Water shall:

- (A) identify the Water's places of use, the purpose of the Water's uses during the term of the contract, the mechanisms for delivery of the water, and each point of Diversion under the contract and
 - (B) a lease or exchange agreement under this subsection shall provide that the water received from the Navajo Nation or the Hopi Tribe, whichever applies, shall be used in accordance with applicable law.
- (4) NO CONFLICT WITH SETTLEMENT AGREEMENT OR THIS ACT. A contract to lease or exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water shall not conflict with the settlement agreement or this Act.
- (c) PROHIBITION ON PERMANENT ALIENATION. No Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water may be permanently alienated.
- (d) ENTITLEMENT TO LEASE AND EXCHANGE MONIES.
- (1) ENTITLEMENT. The Navajo Nation or the Hopi Tribe, as applicable, shall be entitled to all consideration due to the Navajo Nation or Hopi Tribe under any lease, option to

lease, exchange, or option to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water entered into by the Navajo Nation or the Hopi Tribe.

- (2) EXCLUSION. The United States shall not, in any capacity, be entitled to the consideration described in paragraph (1).
 - (3) OBLIGATION OF THE UNITED STATES. The United States shall not, in any capacity, have any trust or other obligation to monitor, administer, or account for, in any manner, any funds received by the Navajo Nation or the Hopi Tribe as consideration under any lease, option to lease, exchange, or option to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water entered into by the Navajo Nation or the Hopi Tribe.
- (e) DELIVERY OF COLORADO RIVER WATER TO LESSEES. All lessees of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water shall pay all OM&R charges, all energy charges, and all other applicable charges associated with the delivery of the leased Water.

- (f) DELIVERY OF COLORADO RIVER WATER THROUGH THE CAP SYSTEM.
- (1) CAWCD APPROVAL. The Navajo Nation, the Hopi Tribe, or any person who leases Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water under subsection 7(a), may transport such Water through the CAP system in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP system to transport Water other than CAP Water, and other applicable charges.
 - (2) LESSEE RESPONSIBILITY FOR CHARGES. Any lease or option to lease providing for the temporary delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water through the CAP system shall require the lessee to pay the CAP operating agency all CAP fixed OM&R charges and all CAP pumping energy charges associated with the delivery of the leased Water, and other applicable charges.
 - (3) NO RESPONSIBILITY FOR PAYMENT. The Navajo Nation, the Hopi Tribe, and the United States acting in any capacity, shall not be responsible for the payment of any

charges associated with the delivery of Colorado River Water leased to others.

- (4) PAYMENT IN ADVANCE. No leased Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water shall be delivered through the CAP system unless the CAP fixed OM&R charges, the CAP pumping energy charges, and other applicable charges associated with the delivery of such Water have been paid in advance.
- (5) CALCULATION. The charges for delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water delivered through the CAP system pursuant to a lease shall be calculated in accordance with the agreements between the United States and CAWCD governing the use of the CAP system to transport Water other than CAP Water.

SEC. 8. THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE; CONSTRUCTION; OWNERSHIP.

- (a) IINÁ BÁ - PAA TUWAQAT'SI PIPELINE.
 - (1) PLANNING, DESIGN, AND CONSTRUCTION OF THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. The Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct the iiná bá - paa tuwaqat'si

pipeline. As provided in subparagraph 12.1.4 of the settlement agreement, the Secretary shall form a Project Construction Committee including the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe to participate in the planning and design of the iiná bá - paa tuwaqat'si pipeline to provide Water delivery to the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Southern Area. The iiná bá – paa tuwaqat'si pipeline shall be substantially configured as Alternative 5, Option B-100 described in the Reclamation *Navajo-Hopi Value Planning Study – Arizona* dated October 2020 (Value Planning Draft Report for Presentation (Not for Distribution)). The iiná bá - paa tuwaqat'si pipeline may include components that have already been built or acquired by the Navajo Nation or the Hopi Tribe as a contribution by the Navajo Nation or the Hopi Tribe towards the cost of planning, designing, and constructing the pipeline. The iiná bá – paa tuwaqat'si pipeline shall deliver potable water for domestic, commercial, municipal and industrial uses and be capable of delivering from Lake Powell: (i) up to 7,100 afy of potable Colorado River Water to the Navajo Nation for use in delivering up to 6,750 afy to serve Navajo communities and up to 350 afy to serve the San Juan Southern Paiute Southern Area; and (ii) up to 3,076 afy of potable Colorado River Water to the Hopi Tribe for use in delivering up to 3,076 afy to serve Hopi communities. Construction of the iiná bá – paa tuwaqat'si pipeline shall

commence after environmental compliance, design, construction phasing, cost estimating, and value engineering have occurred, and the phasing of construction has been agreed to among the Secretary, the Navajo Nation, and the Hopi Tribe, with the Secretary deciding on phasing if an agreement is not reached.

- (2) **OWNERSHIP.** The iiná bá - paa tuwaqat'si pipeline shall be owned by the United States during construction. Upon substantial completion of all or a phase of the iiná bá - paa tuwaqat'si pipeline, the Secretary shall transfer title to such sections of the pipeline on the Navajo Reservation, except that section that lies on the Navajo Reservation between Moenkopi and the boundary of the 1882 Reservation, to the Navajo Nation, and transfer title to such sections of the pipeline on the Hopi Reservation, and that section that lies on the Navajo Reservation between Moenkopi and the boundary of the 1882 Reservation and the right-of-way for that section of the pipeline, to the Hopi Tribe.
- (3) **SUBSTANTIAL COMPLETION.** The Secretary shall determine that the iiná bá - paa tuwaqat'si pipeline or a phase of the pipeline is substantially complete after consultation with the Navajo Nation and the Hopi Tribe. Substantial completion of the iiná bá - paa tuwaqat'si pipeline project or a phase of the pipeline project occurs when the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of

Water as set forth in the final project design described in subsection (a)(1).

(4) OPERATION.

(A) The Secretary shall form a Project Operation Committee including the Navajo Nation and the Hopi Tribe. The Project Operation Committee shall develop a project operations agreement to be executed by the Navajo Nation, the Hopi Tribe, and the Secretary prior to substantial completion of any phase of the iiná bá - paa tuwaqat'si pipeline that will provide Water to both the Navajo Nation and the Hopi Tribe. The project operations agreement shall set forth all terms and conditions necessary for long-term operations of the iiná bá - paa tuwaqat'si pipeline, including: (a) distribution of Water; (b) responsibility for maintenance of the iiná bá - paa tuwaqat'si pipeline or section of the pipeline; (c) the allocation and payment of annual OM&R costs of the iiná bá - paa tuwaqat'si pipeline or section of the pipeline based on the proportionate uses and ownership of the pipeline; and (d) a right to sue in United States District Court to enforce the project operations agreement.

(B) The Navajo Nation shall operate that section of the iiná bá - paa tuwaqat'si pipeline that delivers water to the Navajo communities other than Coal Mine Mesa,

and that may deliver Water through the iiná bá - paa tuwaqat'si pipeline to the San Juan Southern Paiute Tribe. The Hopi Tribe shall operate that section of the iiná bá - paa tuwaqat'si pipeline that delivers Water to Moenkopi and the 1882 Reservation and the Navajo community of Coal Mine Mesa.

(b) TRIBAL EASEMENTS AND RIGHTS-OF-WAY.

- (1) In partial consideration for the funding provided under section 13 of the Act, the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe shall each timely consent to the grant of rights-of-way as described in, and in accordance with, subparagraphs 12.5.1, 12.5.2, and 12.5.3 of the settlement agreement.
- (2) With the consent of each affected tribe, the Secretary is authorized to enter into legal devices other than rights-of-way such as construction corridors when operating within the jurisdiction of one of the Navajo Nation, Hopi Tribe, or San Juan Southern Paiute Tribe in furtherance of the planning, design, and construction of the iiná bá - paa tuwaqat'si pipeline.
- (3) The Secretary is authorized to and shall grant the rights-of-way consented to by the Tribes referred to in (b)(1).

SEC. 9. THE IINA BA - PAA TUWAQAT'SI PIPELINE IMPLEMENTATION FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a non-trust, interest-bearing account, to be known as the "iiná bá - paa

tuwaqat'si pipeline Implementation Fund Account” (referred to in this section as the “Implementation Fund Account”), to be managed and distributed by the Secretary, for use by the Secretary for carrying out this Act.

- (b) DEPOSITS. The Secretary shall deposit in the Implementation Fund Account established under subsection 9(a), the amounts made available pursuant to paragraphs 13(a)(1).
- (c) USES. The Implementation Fund Account shall be used by the Secretary to carry out section 8 of the Act.
- (d) INTEREST. In addition to the deposits under subsection (b), any investment earnings, including interest credited to amounts unexpended in the Implementation Fund Account are authorized to be appropriated to be used in accordance with the uses described in subsection (c).

SEC. 10. THE NAVAJO NATION WATER SETTLEMENT TRUST FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a trust fund for the Navajo Nation, to be known as the “Navajo Nation Water Settlement Trust Fund,” to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Navajo Nation Water Settlement Trust Fund under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this Act.

- (b) ACCOUNTS. The Secretary shall establish in the Navajo Nation Water Settlement Trust Fund the following accounts:
- (1) The Navajo Nation Water Projects Trust Fund Account;
 - (2) The Navajo Nation OM&R Trust Fund Account;
 - (3) The Navajo Nation Agricultural Water Conservation Trust Fund Account;
 - (4) The Navajo Nation Renewable Energy Trust Fund Account;
and
 - (5) The Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account.
- (c) DEPOSITS. The Secretary shall deposit:
- (1) in the Navajo Nation Water Projects Trust Fund Account established under subsection (b)(1), the amounts made available pursuant to paragraph (A)(i) of section 13(b)(3);
 - (2) in the Navajo Nation OM&R Trust Fund Account established under subsection (b)(2), the amounts made available pursuant to paragraph (A)(ii) of section 13(b)(3);
 - (3) in the Navajo Nation Agricultural Water Conservation Trust Fund Account established under subsection (b)(3), the amounts made available pursuant to paragraph (A)(iii) of section 13(b)(3);
 - (4) in the Navajo Nation Renewable Energy Trust Fund Account established under subsection (b)(4), the amounts made available pursuant to paragraph (A)(iv) of section 13(b)(3); and

- (5) in the Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(5), the amounts made available pursuant to paragraph (A)(v) of section 13(b)(3).
- (d) MANAGEMENT AND INTEREST.
 - (1) MANAGEMENT. On receipt and deposit of the funds into the accounts in the Navajo Nation Water Settlement Trust Fund Accounts pursuant to subsection (c), the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under:
 - (A) the first section of the Act of June 24, 1938 (25 U.S.C. 162a);
 - (B) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*); and
 - (C) this subsection.
 - (2) INVESTMENT EARNINGS. In addition to the deposits made to the Navajo Nation Water Settlement Trust Fund Accounts under paragraph (c), any investment earnings, including interest, credited to amounts held in the Navajo Nation Water Settlement Trust Fund Accounts are authorized to be appropriated to be used in accordance with paragraph (g).

(e) WITHDRAWALS.

(1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.

(A) IN GENERAL. The Navajo Nation may withdraw any portion of the amounts in the Navajo Nation Water Settlement Trust Fund Accounts on approval by the Secretary of a Tribal management plan submitted by the Navajo Nation in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*).

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

(C) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary:

- (i) to enforce the Tribal management plan; and
- (ii) to ensure that amounts withdrawn from the Navajo Nation Water Settlement Trust Fund

Accounts by the Navajo Nation under this paragraph are used in accordance with this Act.

(2) EXPENDITURE PLAN.

(A) IN GENERAL. The Navajo Nation may submit to the Secretary a request to withdraw funds from the Navajo Nation Water Settlement Trust Fund Accounts pursuant to an approved expenditure plan.

(B) REQUIREMENTS. To be eligible to withdraw funds under an expenditure plan under this paragraph, the Navajo Nation shall submit to the Secretary for approval an expenditure plan for any portion of the Navajo Nation Water Settlement Trust Fund Accounts that the Navajo Nation elects to withdraw pursuant to this subparagraph, subject to the condition that the funds shall be used for the purposes described in this Act.

(C) INCLUSIONS. An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Navajo Nation Water Settlement Trust Fund Accounts will be used by the Navajo Nation in accordance with subsection (g).

(D) APPROVAL. On receipt of an expenditure plan under this paragraph, the Secretary shall approve the

expenditure plan if the Secretary determines that the expenditure plan:

- (i) is reasonable; and
- (ii) is consistent with, and will be used for, the purposes of this Act.

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

(f) USES. Amounts from the Navajo Nation Water Settlement Trust Fund Accounts shall be used by the Navajo Nation for the following purposes:

- (1) THE NAVAJO NATION WATER PROJECTS TRUST FUND ACCOUNT. Amounts in the Navajo Nation Water Projects Trust Fund Account established under subsection (b)(1) may only be used for the purpose of Environmental compliance, planning, engineering activities, and construction of projects designed to deliver potable water to communities such as Leupp, Dilkon, Ganado, Black Mesa, Sweetwater, Chinle, Lupton/Nahata Dziil Area, Kayenta, and Oljato.
- (2) THE NAVAJO NATION OM&R TRUST FUND ACCOUNT. Amounts in the Navajo Nation OM&R Trust

Fund Account established under subsection (b)(2) may only be used to pay OM&R costs of the Navajo Water projects described in subsection (f)(1) and the iiná bá - paa tuwaqat'si pipeline project.

(3) THE NAVAJO NATION AGRICULTURAL WATER CONSERVATION TRUST FUND ACCOUNT. Amounts in the Navajo Nation Agricultural Water Conservation Trust Fund Account established under subsection (b)(3) may only be used to pay the cost of the following:

(A) improvements to reduce water shortages on the Navajo Nation's historically irrigated land including sprinklers, drip or other efficient irrigation systems, land leveling, wells, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding and management, fencing, wind breaks or alluvial wells.

(B) up to half of this fund may be used for replacement and development of livestock wells and impoundments on the Navajo Reservation and Navajo Trust Land.

(4) THE NAVAJO NATION RENEWABLE ENERGY TRUST FUND ACCOUNT. Amounts in the Navajo Nation Renewable Energy Trust Fund Account established under subsection (b)(4) may only be used to pay the cost of planning, designing, and constructing renewable energy

facilities to support the cost of operating the Navajo Nation Water projects and the iiná bá - paa tuwaqat'si pipeline.

- (5) THE NAVAJO NATION LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. Amounts in the Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(5) may only be used to purchase land within the State and associated Lower Basin Colorado River Water Rights.
- (g) LIABILITY. The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Navajo Nation Water Settlement Trust Fund Accounts by the Navajo Nation pursuant to paragraph (f).
- (h) TITLE TO INFRASTRUCTURE. Title to, control over, and operation of any project constructed using funds from the Navajo Nation Water Settlement Trust Fund Accounts shall remain in the Navajo Nation.
- (i) PROJECT EFFICIENCIES. If the total cost of the activities described in subsection (g) results in cost savings and is less than the amounts authorized to be obligated under any of subparagraphs (1) through (5) of this subsection required to carry out those activities, the Secretary, at the request of the Navajo Nation, shall deposit those savings in a different Account within the Navajo Nation Water Settlement Trust Fund, to be used in accordance with that subparagraph.

- (j) CONTRIBUTIONS TO THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. In its sole discretion the Navajo Nation may utilize funds in any of the Navajo Nation Water Settlement Trust Fund Accounts to supplement funds in the iiná bá - paa tuwaqat'si pipeline Implementation Fund.
- (k) ANNUAL REPORT. The Navajo Nation shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan described in this section.
- (l) NO PER CAPITA PAYMENTS. No principal or interest amount in any account established by this section shall be distributed to any member of the Navajo Nation on a per capita basis.
- (m) EFFECT. Nothing in this Act entitles the Navajo Nation to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (1) or an expenditure plan under paragraph (2), except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the "Administrative Procedure Act").

SEC. 11. THE HOPI TRIBE SETTLEMENT TRUST FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a trust fund for the Hopi Tribe, to be known as the "Hopi Tribe Water Settlement Trust Fund", to be managed, invested, and distributed

by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Hopi Tribe Water Settlement Trust Fund under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this Act.

(b) ACCOUNTS. The Secretary shall establish in the Hopi Tribe Water Settlement Trust Fund the following accounts:

- (1) The Hopi Tribe Groundwater Projects Trust Fund Account;
- (2) The Hopi Tribe OM&R Trust Fund Account;
- (3) The Hopi Tribe Agricultural Water Conservation Trust Fund Account; and
- (4) The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account.

(c) DEPOSITS. The Secretary shall deposit:

- (1) in the Hopi Tribe Groundwater Projects Trust Fund Account established under subsection (b)(1), the amounts made available pursuant to paragraph (B)(i) of section 13(b)(3);
- (2) in the Hopi Tribe OM&R Trust Fund Account established under subsection (b)(2), the amounts made available pursuant to paragraph (B)(ii) of section 13(b)(3);
- (3) in the Hopi Tribe Agricultural Water Conservation Trust Fund Account established under subsection (b)(3), the amounts made available pursuant to paragraph (B)(iii) of section 13(b)(3); and

- (4) in the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(4), the amounts made available pursuant to paragraph (B)(iv) of section 13(b)(3).
- (d) MANAGEMENT AND INTEREST.
- (1) MANAGEMENT. On receipt and deposit of the funds into the accounts in the Hopi Tribe Water Settlement Trust Fund Accounts pursuant to subsection (c), the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under:
 - (A) the first section of the Act of June 24, 1938 (25 U.S.C. 162a);
 - (B) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*); and
 - (C) this subsection.
 - (2) INVESTMENT EARNINGS. In addition to the deposits made to the Hopi Tribe Water Settlement Trust Fund Accounts under paragraph (c), any investment earnings, including interest, credited to amounts held in the Hopi Tribe Water Settlement Trust Fund Accounts are authorized to be appropriated to be used in accordance with paragraph (f).

- (e) WITHDRAWALS.
 - (1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.
 - (A) IN GENERAL. The Hopi Tribe may withdraw any portion of the amount in the Hopi Tribe Water Settlement Trust Fund Accounts on approval by the Secretary of a Tribal management plan submitted by the Hopi Tribe in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*).
 - (B) REQUIREMENTS. In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*), the Tribal management plan under this paragraph shall require that the Hopi Tribe spend all amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this Act.
 - (C) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary:
 - (i) to enforce the Tribal management plan; and
 - (ii) to ensure that amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts by

the Hopi Tribe under this paragraph are used in accordance with this Act.

- (2) EXPENDITURE PLAN.
 - (A) IN GENERAL. The Hopi Tribe may submit to the Secretary a request to withdraw funds from the Hopi Tribe Water Settlement Trust Fund Accounts pursuant to an approved expenditure plan.
 - (B) REQUIREMENTS. To be eligible to withdraw funds under an expenditure plan under this paragraph, the Hopi Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the Hopi Tribe Water Settlement Trust Fund Accounts that the Hopi Tribe elects to withdraw pursuant to this paragraph, subject to the condition that the funds shall be used for the purposes described in this Act.
 - (C) INCLUSIONS. An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts will be used by the Hopi Tribe in accordance with subsection (f).
 - (D) APPROVAL. On receipt of an expenditure plan under this paragraph, the Secretary shall approve the expenditure plan if the Secretary determines that the expenditure plan:

- (i) is reasonable; and
 - (ii) is consistent with, and will be used for, the purposes of this Act.
- (E) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this Act.
- (f) USES. Amounts from the Hopi Tribe Water Settlement Trust Fund Accounts shall be used by the Hopi Tribe for the following purposes:
 - (1) THE HOPI TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT. Amounts in the Hopi Tribe Water Projects Trust Fund Account established under subsection (b)(1) may only be used for the purpose of environmental compliance, planning, engineering and design activities, and construction to deliver water to Hopi communities.
 - (2) THE HOPI TRIBE OM&R TRUST FUND ACCOUNT. Amounts in the Hopi Tribe OM&R Trust Fund Account established under subsection (b)(2) may only be used to pay the OM&R costs of the Hopi Water projects described in subsection 11(f)(1) and the iiná bá - paa tuwaqat'si pipeline project.

- (3) THE HOPI TRIBE AGRICULTURAL WATER CONSERVATION TRUST FUND ACCOUNT. Amounts in the Hopi Tribe Agricultural Water Conservation Trust Fund Account established under subsection (b)(3) may only be used to pay the cost of improvements to reduce water shortages on the Hopi Tribe's historically irrigated land and grazing land including sprinklers, drip or other efficient irrigation systems, land leveling, wells, impoundments, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding and management, fencing, and wind breaks or alluvial wells, and spring restoration, repair, replacement, and relocation of low technology structures to support Akchin farming, flood-water farming, and other traditional farming practices.
- (4) THE HOPI TRIBE LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. Amounts in the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(4) may only be used to purchase land within the State and associated Lower Basin Colorado River Water Rights.
- (g) LIABILITY. The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts by the Hopi Tribe pursuant to paragraph (f).

- (h) TITLE TO INFRASTRUCTURE. Title to, control over, and operation of any project constructed using funds from the Hopi Tribe Water Settlement Trust Fund Accounts shall remain in the Hopi Tribe.
- (i) PROJECT EFFICIENCIES. If the total cost of the activities described in subsection (f) results in cost savings and is less than the amounts authorized to be obligated under any of paragraphs (c)1 through 4 of this subsection required to carry out those activities, the Secretary, at the request of the Hopi Tribe, shall deposit those savings in a different Account within the Hopi Tribe Water Settlement Trust Fund, to be used in accordance with that subparagraph.
- (j) CONTRIBUTIONS TO THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. In its sole discretion the Hopi Tribe may utilize funds in any of the Hopi Tribe Water Settlement Trust Fund Accounts to supplement funds in the iiná bá - paa tuwaqat'si pipeline Implementation Fund.
- (k) ANNUAL REPORT. The Hopi Tribe shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan described in this section.
- (l) NO PER CAPITA PAYMENTS. No principal or interest amount in any account established by this section shall be distributed to any member of the Hopi Tribe on a per capita basis.

- (m) EFFECT. Nothing in this Act entitles the Hopi Tribe to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (e)(1) or an expenditure plan under paragraph (e)(2), except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

SEC. 12. THE SAN JUAN SOUTHERN PAIUTE TRIBE WATER SETTLEMENT TRUST FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a trust fund for the San Juan Southern Paiute Tribe, to be known as the “San Juan Southern Paiute Tribe Water Settlement Trust Fund”, to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Trust Fund Accounts under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this Act.
- (b) ACCOUNTS. The Secretary shall establish in the San Juan Southern Paiute Tribe Water Settlement Trust Fund the following accounts:
 - (1) The San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account;
 - (2) The San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account; and

- (3) The San Juan Southern Paiute Tribe OM&R Trust Fund Account.
- (c) DEPOSITS. The Secretary shall deposit:
- (1) in the San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account established under subsection (b)(1), the amounts made available pursuant to paragraph (C)(i) of section 13(b)(3);
 - (2) in the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account established under subsection (b)(2), the amounts made available pursuant to paragraph (C)(iii) of section 13(b)(3); and
 - (3) in the San Juan Southern Paiute Tribe OM&R Trust Fund Account established under subsection (b)(3), the amounts made available pursuant to paragraph (C)(ii) of section 13(b)(3).
- (d) MANAGEMENT AND INTEREST.
- (1) MANAGEMENT. On receipt and deposit of the funds into the accounts in the San Juan Southern Paiute Water Settlement Trust Fund pursuant to subsection (C), the Secretary shall manage, invest, and distribute all amounts in the San Juan Southern Paiute Trust Fund Accounts in a manner that is consistent with the investment authority of the Secretary under:
 - (A) the first section of the Act of June 24, 1938 (25 U.S.C. 162a);

- (B) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*); and
 - (C) this subsection.
 - (2) INVESTMENT EARNINGS. In addition to the deposits made to the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts under subsection 13(c)(3), any investment earnings, including interest, credited to amounts held in the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts are authorized to be appropriated to be used in accordance with paragraph (f).
- (e) WITHDRAWALS.
- (1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.
 - (A) IN GENERAL. The San Juan Southern Paiute Tribe may withdraw any portion of the amounts in the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts on approval by the Secretary of a Tribal management plan submitted by the San Juan Southern Paiute Tribe in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*).
 - (B) REQUIREMENTS. In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*), the Tribal management plan under this paragraph shall require that the San Juan Southern Paiute Tribe spend

all amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this Act.

(C) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary:

- (i) to enforce the Tribal management plan; and
- (ii) to ensure that amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts by the San Juan Southern Paiute Tribe under this paragraph are used in accordance with this Act.

(2) EXPENDITURE PLAN.

(A) IN GENERAL. The San Juan Southern Paiute Tribe may submit to the Secretary a request to withdraw funds from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts pursuant to an approved expenditure plan.

(B) REQUIREMENTS. To be eligible to withdraw funds under an expenditure plan under this paragraph, the San Juan Southern Paiute Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the San Juan Southern Paiute Tribe Water

Settlement Trust Fund Accounts that the San Juan Southern Paiute Tribe elects to withdraw pursuant to this paragraph, subject to the condition that the funds shall be used for the purposes described in this Act.

- (C) INCLUSIONS. An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts will be used by the San Juan Southern Paiute Tribe in accordance with subsection (f).
- (D) APPROVAL. On receipt of an expenditure plan under this paragraph, the Secretary shall approve the expenditure plan if the Secretary determines that the expenditure plan:
 - (i) is reasonable; and
 - (ii) is consistent with, and will be used for, the purposes of this Act.
- (E) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this Act.

- (f) USES. Amounts from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts shall be used by the San Juan Southern Paiute Tribe for the following purposes:
- (1) THE SAN JUAN SOUTHERN PAIUTE TRIBE GROUNDWATER PROJECT TRUST FUND ACCOUNT. Amounts in the San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account established under subsection (b)(1) may only be used to pay the cost of designing and constructing Water projects, including Water treatment facilities, pipelines, storage tanks, pumping stations, pressure reducing valves, electrical transmission facilities, and the other appurtenant items, including real property and easements necessary to deliver groundwater to the areas served.
 - (2) THE SAN JUAN SOUTHERN PAIUTE TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. Amounts in the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account established under subsection (b)(2) may only be used to pay the cost of the following:
 - (A) improvements to reduce water shortages on the San Juan Southern Paiute Tribe's historically irrigated land including sprinklers, drip or other efficient irrigation systems, land leveling, wells, pipelines, pumps and storage, stream bank stabilization and

restoration, pasture seeding and management, fencing, wind breaks or alluvial wells.

(B) up to half of this fund may be used for replacement and development of livestock wells and impoundments on San Juan Southern Paiute Land.

(3) THE SAN JUAN SOUTHERN PAIUTE TRIBE OM&R TRUST FUND ACCOUNT. Amounts in the San Juan Southern Paiute Tribe OM&R Trust Fund Account established under subsection (b)(3) may only be used to pay the OM&R costs of the San Juan Southern Paiute Tribe Water projects described in subsection (f)(I) and for the imputed costs for delivery of Water from the iiná bá - paa tuwaqat'si pipeline.

(g) LIABILITY. The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts by the San Juan Southern Paiute Tribe pursuant to subsection (f).

(h) TITLE TO INFRASTRUCTURE. Title to, control over, and operation of any project constructed using funds from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts shall remain in the San Juan Southern Paiute Tribe.

(i) PROJECT EFFICIENCIES. If the total cost of the activities described in subsection (f) results in cost savings and is less than the amounts authorized to be obligated under any of paragraphs 1

through 3 of this subsection required to carry out those activities, the Secretary, at the request of the San Juan Southern Paiute Tribe, shall deposit those savings in a different Account within the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts to be used in other Accounts in accordance with that subparagraph.

- (j) CONTRIBUTIONS TO THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. In its sole discretion the San Juan Southern Paiute Tribe may utilize funds in any of the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts to supplement funds in the iiná bá - paa tuwaqat'si pipeline Implementation Fund.
- (k) ANNUAL REPORT. The San Juan Southern Paiute Tribe shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan described in this section.
- (l) NO PER CAPITA PAYMENTS. No principal or interest amount in any account established by this section shall be distributed to any member of the San Juan Southern Paiute Tribe on a per capita basis.
- (m) EFFECT. Nothing in this Act entitles the San Juan Southern Paiute Tribe to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (1) or an expenditure plan under paragraph (2), except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the "Administrative Procedure Act").

SEC. 13. FUNDING

(a) THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE IMPLEMENTATION ACCOUNT.

(1) MANDATORY APPROPRIATION. Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$1.715 billion for deposit in the iiná bá - paa tuwaqat'si pipeline Implementation Account, to carry out the planning, engineering, design, environmental compliance, and construction of the iiná bá - paa tuwaqat'si pipeline, such funds to remain available until expended, withdrawn, or reverted to the general fund of the Treasury.

(2) AVAILABILITY.

(A) IN GENERAL. Except as provided in subsection (2)(B), amounts appropriated to and deposited in the iiná bá - paa tuwaqat'si pipeline Implementation Account shall not be available for expenditure until such time as the Secretarial findings required by subsection (a) of section 16 are made and published.

(B) EXCEPTION. Of the amount made available under paragraph (1), \$25 million shall be made available before the Enforceability Date for Reclamation to carry out environmental compliance and preliminary design of the iiná bá - paa tuwaqat'si pipeline. Withdrawal of the \$25 million is conditioned on:

- (i) the revision of the settlement agreement and exhibits to conform to the Act; and
 - (ii) execution by all of the settlement parties, including the United States to the conformed settlement agreement and exhibits, including the waivers and releases of claims.
- (3) **ADDITIONAL AUTHORIZATION.** In addition to the mandatory appropriation made available under paragraph (1), there is authorized to be appropriated to the iiná bá - paa tuwaqat'si pipeline Implementation Account such funds as are necessary to complete the construction of the iiná bá - paa tuwaqat'si pipeline.
- (b) **THE NAVAJO NATION WATER SETTLEMENT TRUST FUND, THE HOPI TRIBE WATER SETTLEMENT TRUST FUND AND THE SAN JUAN SOUTHERN PAIUTE SETTLEMENT TRUST FUND.**
 - (1) **MANDATORY APPROPRIATION.** Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$3.285 billion, for the trust funds established for each of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, such funds to remain available until expended, withdrawn, or reverted to the general fund of the Treasury;
 - (2) **AVAILABILITY.** Amounts appropriated to and deposited in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Water Settlement Trust Fund shall not be

available for expenditure until such time as the Secretarial findings required by subsection (a) of section 16 are made and published.

(3) ALLOCATION. The Secretary shall distribute the \$3.285 billion funds as follows:

(A) THE NAVAJO NATION WATER SETTLEMENT TRUST FUND. \$2.7467 billion, to remain available until expended, withdrawn, or reverted to the general fund of the Treasury and to be allocated to the Trust Fund Accounts as follows:

- (i) The Navajo Nation Water Projects Trust Fund Account, \$2.3692 billion;
- (ii) The Navajo Nation OM&R Trust Fund Account, \$229.5 million;
- (iii) The Navajo Nation Agricultural Conservation Trust Fund Account, \$80 million;
- (iv) The Navajo Nation Renewable Energy Trust Fund Account, \$40 million; and
- (v) The Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account, \$28 million.

(B) THE HOPI TRIBE WATER SETTLEMENT TRUST FUND. \$508.5 million to remain available until expended, withdrawn, or reverted to the general fund

of the Treasury and to be allocated to the Trust Fund Accounts as follows:

- (i) The Hopi Tribe Groundwater Projects Trust Fund Account, \$390 million;
- (ii) The Hopi Tribe OM&R Trust Fund Account, \$87 million;
- (iii) The Hopi Tribe Agricultural Conservation Trust Fund Account, \$30 million; and
- (iv) The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account, \$1.5 million.

(C) THE SAN JUAN SOUTHERN PAIUTE WATER SETTLEMENT TRUST FUND. \$29.8 million to remain available until expended, withdrawn, or reverted to the general fund of the Treasury and to be allocated to the Trust Fund Accounts as follows:

- (i) The San Juan Southern Paiute Groundwater Project Trust Fund Account, \$28 million;
- (ii) The San Juan Southern Paiute OM&R Trust Fund Account, \$1.5 million; and
- (iii) The San Juan Southern Paiute Agricultural Conservation Trust Fund Account, \$0.3 million.

- (c) INVESTMENTS. The Secretary shall invest amounts in the Accounts in accordance with:
- (1) the Act of April 1, 1880 (25 U.S.C. § 161);
 - (2) the first section of the Act of June 24, 1938 (25 U.S.C. § 162a); and
 - (3) obligations of Federal corporations and Federal Government-sponsored entities, the charter documents of which provide that the obligations of the entities are lawful investments for federally managed funds.
- (d) CREDITS TO ACCOUNTS.
- (1) The interest on, and the proceeds from, the sale or redemption of, any obligations held in the Navajo Nation Water Settlement Trust Fund Accounts, the Hopi Tribe Water Settlement Trust Fund Accounts, and the San Juan Southern Paiute Water Settlement Trust Fund Accounts shall be credited to and form a part of the respective accounts.
 - (2) Amounts appropriated to and deposited in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Tribe Water Settlement Trust Fund, may be used as described in sections 10, 11, and 12 of this Act and paragraph 12 of the settlement agreement.

- (e) FLUCTUATION IN COSTS.
 - (1) IMPLEMENTATION FUND. The amounts authorized to be appropriated under subsection (a) shall be:
 - (A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau of Reclamation Construction Cost Trends Index applicable to the types of construction involved; and
 - (B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including repricing applicable to the types of construction and current industry standards involved.
 - (2) TRUST FUNDS. The amounts authorized to be appropriated under subsection (b) shall be:
 - (A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau of Reclamation Construction Cost Index—Composite Trend; and
 - (B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including

repricing applicable to the types of construction and current industry standards involved.

(3) REPETITION. The adjustment process under paragraphs (1) and (2) shall be repeated for each subsequent amount appropriated until the amount authorized to be appropriated under subsections (a) and (b), as adjusted, has been appropriated.

(4) PERIOD OF INDEXING.

(A) IMPLEMENTATION FUND. With respect to the Implementation Fund, the period of adjustment under paragraph (1) for any increment of funding shall be annually until the iiná bá - paa tuwaqat'si pipeline project is completed.

(B) TRUST FUNDS. With respect to the Trust Funds, the period of indexing adjustment under paragraph (2) for any increment of funding shall end on the date on which the funds are deposited into the Trust Funds.

SEC. 14. WAIVERS, RELEASES, AND RETENTION OF CLAIMS

(a) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE NAVAJO NATION, ON BEHALF OF THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES).

- (1) Except as provided in Subsection 14(a)(3), the Navajo Nation, on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), as part of the performance of the respective obligations of the Navajo Nation and the United States under the settlement agreement and this Act, are authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Hopi Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo

Nation, or predecessors of the Members of the Navajo Nation;

- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever;
- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;
- (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Navajo Land, resulting from the Diversion or Use of Water outside of Navajo Land in a manner not in violation of the settlement agreement or State law; and
- (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution,

or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

- (2) The waiver and release of claims described in subsection (a)(1) shall be in the form set forth in Exhibit 13.1 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (a)(1) and Exhibit 13.1 to the settlement agreement, the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;

- (C) To assert claims for Water Rights, for land owned or acquired by the Navajo Nation in fee, or held in trust by the United States for the benefit of the Navajo Nation, in the LCR Watershed pursuant to subparagraphs 4.11 and 4.12, of the settlement agreement, or in the Gila River Basin pursuant to subparagraphs 4.14 and 4.15 of the settlement agreement;
 - (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights: (i) against any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (b) **WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES.**
- (1) Except as provided in subsection (b)(3), the United States, acting as trustee for the Navajo Allottees, as part of the

performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Hopi Tribe, the Hopi Allottees, and the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law, for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Allotments, arising from time immemorial and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Allottees or predecessors of the Navajo Allottees;
- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Allotments, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for Navajo Allotments, arising from time immemorial and, thereafter, forever;

- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Navajo Allottees or predecessors of the Navajo Allottees;
 - (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for the Navajo Allotments, resulting from the Diversion or Use of Water outside of Navajo Allotments in a manner not in violation of the settlement agreement or State law; and
 - (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (2) The waiver and release of claims under subsection (b)(1) shall be in the form set forth in Exhibit 13.2 to the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection (b)(1), the United States acting as trustee for the Navajo Allottees, shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under the

settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;

- (B) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under the LCR Decree;
 - (C) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (D) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (c) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE NAVAJO NATION, ON BEHALF OF THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AGAINST THE UNITED STATES.

- (1) Except as provided in subsection (c)(3), the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), as part of the performance of the obligations of the Navajo Nation under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;
 - (C) Claims for Water Rights within the State that the United States, acting as trustee for the Navajo Nation and Navajo Allottees, asserted or could have asserted in any proceeding, except to the extent that such

rights are recognized as part of the Navajo Nation's Water Rights under the Act.;

- (D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date;
- (E) Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever;
- (F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;
- (G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Navajo Land, resulting from the Diversion or Use of Water outside of Navajo Land in a manner not in violation of the settlement agreement or State law;
- (H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution,

or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act;

- (I) Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in paragraph 7.0 of the settlement agreement;
- (J) Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of paragraphs 8.0 and 9.0 of the settlement agreement;
- (K) Past and Present claims for foregone benefits from non-Navajo Use of Water, on and off Navajo Land (including Water from all sources and for all Uses), within the State arising before the Enforceability Date;
- (L) Past and Present claims for damage, loss, or injury to land or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, Diversion of, or taking of Water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water

infrastructure, within the State, arising before the Enforceability Date;

(M) Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Navajo Land;

(N) Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on Navajo Land;

(O) Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on Navajo Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date; and

(P) Past and Present claims arising before the Enforceability Date from a failure to provide a dam safety improvement to a dam on Navajo Land within the State.

(2) The waiver and release of claims described in subsection (c)(1) shall be in the form set forth in Exhibit 13.3 to the settlement agreement and shall take effect on the Enforceability Date.

- (3) Notwithstanding the waiver and release of claims described in subsection (c)(1) and Exhibit 13.3 to the settlement agreement, the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Allottees) shall retain any right:
- (A) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the Navajo Nation in fee in the LCR Watershed pursuant to subparagraphs 4.11 and 4.12 of the settlement agreement, or in the Verde River Subwatershed pursuant to subparagraphs 4.14 and 4.15 of the settlement agreement;
 - (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe or
 - (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

- (E) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (d) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION.
 - (1) Except as provided in subsection (d)(3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the Navajo Nation, the Members of the Navajo Nation, or any agency, official, or employee of the Navajo Nation, under Federal, State, or any other law for all:
 - (A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on Navajo Land, arising from time immemorial through the Enforceability Date;

- (B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on Navajo Land in a manner that is not in violation of this Agreement or State law; and
 - (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (2) The waiver and release of claims under subsection (d)(1) shall be in the form set forth in Exhibit 13.4 to the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection (d)(1) and Exhibit 13.4 to the settlement agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that subsection and that Exhibit, in any Federal or State court of competent jurisdiction.
- (e) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES).

- (1) Except as provided in subsection (e)(3), the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the respective obligations of the Hopi Tribe and the United States under the settlement agreement and this Act, are authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Navajo Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;

- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever;
- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;
- (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Hopi Land, resulting from the Diversion or Use of Water outside of Hopi Land in a manner not in violation of the settlement agreement or State law; and
- (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

- (2) The waiver and release of claims described in subsection (e)(1) shall be in the form set forth in Exhibit 13.6 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (e)(1) and Exhibit 13.6 to the settlement agreement, the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee, or held in trust by the United States for the benefit of the Hopi Tribe, in the LCR Watershed pursuant to subparagraphs 5.10 and 5.11 of the settlement agreement;

- (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe;
 - or (ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights: against (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (f) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.
- (I) Except as provided in subsection (f)(3), the United States, acting as trustee for the Hopi Allottees, as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Navajo Nation, the Navajo Allottees, and the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law, for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Allotments, arising from time immemorial, and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Allottees or predecessors of the Hopi Allottees;
- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Allotments, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for Hopi Allotments, arising from time immemorial and, thereafter, forever;
- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Hopi Allottees or predecessors of the Hopi Allottees;
- (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the

Enforceability Date, for the Hopi Allotments, resulting from the Diversion or Use of Water outside of the Hopi Allotments in a manner not in violation of the settlement agreement or State law; and

- (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (2) The waiver and release of claims under subsection (f)(1) shall be in the form set forth in Exhibit 13.7 of the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection (f)(1) and Exhibit 13.7 of the settlement agreement, the United States acting as trustee for the Hopi Allottees, shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under the LCR Decree;

- (C) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (D) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (g) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AGAINST THE UNITED STATES.
- (1) Except as provided in subsection (g)(3), the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the obligations of the Hopi Tribe under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including

agencies, officials, and employees of the United States, under Federal, State, or other law for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Land, arising from time immemorial and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;
- (C) Claims for Water Rights within the State that the United States, acting a trustee for the Hopi Tribe and Hopi Allottees, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the Hopi Tribe's Water Rights under this Act;
- (D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date;

- (E) Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever;
- (F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;
- (G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Hopi Land, resulting from the Diversion or Use of Water outside of Hopi Land in a manner not in violation of the settlement agreement or State law;
- (H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act;
- (I) Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in paragraph 7.0 of the settlement agreement.

- (J) Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of paragraphs 8.0 and 9.0 of the settlement agreement;
- (K) Past and Present claims for foregone benefits from non-Hopi Use of Water, on and off Hopi Land (including Water from all sources and for all Uses), within the State arising before the Enforceability Date;
- (L) Past and Present claims for damage, loss, or injury to land, or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, Diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water infrastructure, within the State, arising before the Enforceability Date;
- (M) Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Hopi Land;

- (N) Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on Hopi Land; and
 - (O) Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation project on Hopi Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.
- (2) The waiver and release of claims described in subsection (g)(1) shall be in the form set forth in Exhibit 13.8 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (g)(1) and Exhibit 13.8 to the settlement agreement, the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) shall retain any right:
- (A) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;

- (B) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee in the LCR Watershed pursuant to subparagraphs 5.10 and 5.11 of the settlement agreement;
 - (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe;
 - or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (h) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE.
- (1) Except as provided in subsection (h)(3), the United States, in all capacities (except as trustee for an Indian Tribe other

than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the Hopi Tribe, the Members of the Hopi Tribe, or any agency, official, or employee of the Hopi Tribe, under Federal, State, or any other law for all:

- (A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on Hopi Land arising from time immemorial through the Enforceability Date;
- (B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on Hopi Land in a manner that is not in violation of the settlement agreement or State law; and
- (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

- (2) The waiver and release of claims under subsection (h)(1) shall be in the form set forth in Exhibit 13.9 to the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection(h)(1) and Exhibit 13.9 to the settlement agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that subsection and that Exhibit, in any Federal or State court of competent jurisdiction.
- (i) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.
- (1) Except as provided in subsection (i)(3), the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the respective obligations of the San Juan Southern Paiute Tribe and the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Hopi Allottees,

the Navajo Nation, the Navajo Allottees, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;
- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River

Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

- (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for San Juan Southern Paiute Land, resulting from the Diversion or Use of Water outside of San Juan Southern Paiute Land in a manner not in violation of the settlement agreement or State law; and
- (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

- (2) The waiver and release of claims described in subsection (i)(1) shall be in the form set forth in Exhibit 13.11 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (i)(1) and Exhibit 13.11 to the settlement agreement, the San Juan Southern Paiute Tribe, acting on

behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, shall retain any right:

- (A) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
- (B) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;
- (C) To assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee or held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe in the LCR Watershed pursuant to subparagraphs 6.4 and 6.5 of the settlement agreement;
- (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and

- (E) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe.

- (j) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AGAINST THE UNITED STATES.
 - (1) Except as provided in subsection (j)(3), the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the obligations of the San Juan Southern Paiute Tribe under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that

are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

- (C) Claims for Water Rights within the State that the United States, acting as trustee for the San Juan Southern Paiute Tribe, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the San Juan Southern Paiute Tribe's Water Rights under this Act;
- (D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date;
- (E) Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
- (F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern

Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

- (G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for San Juan Southern Paiute Land, resulting from the Diversion or Use of Water outside of San Juan Southern Paiute Land in a manner not in violation of this Agreement or State law;
- (H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or this Act;
- (I) Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in paragraph 7.0 of the settlement agreement;
- (J) Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of paragraphs 8.0 and 9.0 of the settlement agreement;
- (K) Past and Present claims for foregone benefits from non-San Juan Southern Paiute Tribe Use of Water, on and off San Juan Southern Paiute Land (including

water from all sources and for all Uses), within the State arising before the Enforceability Date;

- (L) Past and Present claims for damage, loss, or injury to land, or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water infrastructure, within the State, arising before the Enforceability Date;
- (M) Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on San Juan Southern Paiute Land;
- (N) Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on San Juan Southern Paiute Land; and
- (O) Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation project on San Juan Southern Paiute Land, including damages,

losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.

- (2) The waiver and release of claims described in subsection (j)(1) shall be in the form set forth in Exhibit 13.12 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (j)(1) and Exhibit 13.12 to the settlement agreement, the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee

in the LCR Watershed pursuant to subparagraphs 6.4 and 6.5 of the settlement agreement;

- (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights against:
 - (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe;
- (k) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.
- (1) Except as provided in subsection (k)(3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the San Juan Southern

Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or any agency, official, or employee of the San Juan Southern Paiute Tribe, under Federal, State, or any other law for all:

- (A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on San Juan Southern Paiute Land arising from time immemorial through the Enforceability Date;
- (B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on San Juan Southern Paiute Land in a manner that is not in violation of the settlement agreement or State law; and
- (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (D) The waiver and release of claims under subsection (k)(1) shall be in the form set forth in Exhibit 13.15 to the settlement agreement and shall take effect on the Enforceability Date.

- (2) Notwithstanding the waiver and release of claims described in subsection (k)(1) and Exhibit 13.13 to the settlement agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that subsection and that Exhibit, in any Federal or State court of competent jurisdiction.

SEC. 15. SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS.

(a) THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION.

- (1) The benefits provided under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Navajo Nation and the Members of the Navajo Nation against the Parties, including the United States, that is waived and released by the Navajo Nation acting on behalf of the Navajo Nation and the Members of the Navajo Nation under Exhibits 13.1 and 13.3 to the settlement agreement.
- (2) Any entitlement to water of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees) or the United States acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), for Navajo Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the settlement agreement and this Act, to or for the Navajo

Nation, the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees).

(b) NAVAJO ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES.

(1) The benefits realized by the Navajo Allottees under the settlement agreement and this Act shall be in complete replacement of, complete substitution for, and full satisfaction of:

(A) all claims waived and released by the United States (acting as trustee for the Navajo Allottees) under Exhibit 13.2 to the settlement agreement.

(B) Any claims of the Navajo Allottees against the United States similar to the claims described in Exhibit 13.2 to the settlement agreement that the Navajo Allottees asserted or could have asserted.

(2) Any entitlement to water of the Navajo Allottees or the United States acting as trustee for the Navajo Allottees, for Navajo Allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized by the settlement agreement and this Act, to or for the Navajo Allottees and the United States, acting as trustee for the Navajo Allottees.

- (3) Notwithstanding subsection 15(a) and 15(b), nothing in this Agreement or the Act recognizes or establishes any right of a Member of the Navajo Nation to Water on Navajo Land.
- (c) THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE.
- (1) The benefits provided under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Hopi Tribe and the Members of the Hopi Tribe against the Parties, including the United States, that is waived and released by the Hopi Tribe acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe under Exhibits 13.6 and 13.8 to the settlement agreement.
 - (2) Any entitlement to Water of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) or the United States acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), for Hopi Land shall be satisfied out of the Water resources and other benefits granted, confirmed, quantified, or recognized by the settlement agreement and this Act, to or for the Hopi Tribe, the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees).

- (d) HOPI ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.
- (1) The benefits realized by the Hopi Allottees under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of:
- (A) all claims waived and released by the United States (acting as trustee for the Hopi Allottees) under Exhibit 13.7 to the settlement agreement; and.
- (B) any claims of the Hopi Allottees against the United States similar to the claims described in Exhibit 13.7 to the settlement agreement that the Hopi Allottees asserted or could have asserted.
- (2) Any entitlement to water of the Hopi Allottees or the United States acting trustee for the Hopi Allottees, for Hopi Allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized by the settlement agreement and this Act, to or for the Hopi Allottees and the United States, acting as trustee for the Hopi Allottees.
- (3) Notwithstanding subsections 15(c) and 15(d), nothing in the settlement agreement or this Act, recognizes or establishes any right of a Member of the Hopi Tribe (but not a Member in the capacity of the Member as a Hopi Allottee) to water on Hopi Land.

- (e) SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.
- (1) The benefits provided under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe against the Parties, including the United States, that is waived and released by the San Juan Southern Paiute Tribe acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe under Exhibits 13.11 and 13.12 to the settlement agreement.
 - (2) Any entitlement to water of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe or the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, for San Juan Southern Paiute Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the settlement agreement and this Act, to or for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe.
 - (3) Notwithstanding subsections 15(e) nothing in the settlement agreement or this Act recognizes or establishes any right of a Member of the San Juan Southern Paiute Tribe to water on the San Juan Southern Paiute Southern Area.

SEC. 16. ENFORCEABILITY DATE.

(a) **CONDITIONS TO THE ENFORCEABILITY DATE.**

The settlement agreement, including the waivers and releases of claims described in paragraph 13 of the settlement agreement and in section 14 of this Act, shall take effect and be fully enforceable on the date on which the Secretary publishes in the Federal Register a statement of findings that:

- (1) the settlement agreement has been revised, through an amendment and restatement to:
 - (A) eliminate any conflict between the settlement agreement and the Act; and
 - (B) include the executed Water Delivery Contracts required by subparagraphs 10.1.1, 10.1.2, 10.1.3, 11.1.1, and 11.1.2 as Exhibits to the settlement agreement.
- (2) The settlement agreement as revised through an amendment and restatement has been signed by all Parties and any exhibit requiring execution by any Party has been executed by the required Party.
- (3) The waivers and releases of claims described in paragraph 13 of the settlement agreement and section 14 of this Act have been executed by the United States, Navajo Nation, Hopi Tribe, San Juan Southern Paiute Tribe, the State, and the other Parties.

- (4) Five billion dollars (\$5.0 billion) has been authorized, appropriated, and deposited in the designated accounts.
- (5) The LCR Decree has been approved by the LCR Adjudication Court substantially in the form of the judgment and decree attached as Exhibit 3.1.82 to the settlement agreement, as amended to ensure consistency with this Act.
- (6) The Gila River Adjudication Decree has been approved by the Gila River Adjudication Court substantially in the form of the judgment and decree attached as Exhibit 3.1.47 to the settlement agreement, as amended to ensure consistency with this Act.
- (7) The San Juan Southern Paiute Tribe and NTUA have executed a Water services agreement to deliver municipal Water to the San Juan Southern Paiute Tribe and its members.
- (8) Each of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe have executed the tribal resolution referenced in subsection 18(a)(2), 18(b)(2), and 18(c)(2) of this Act consenting to the limited waiver of sovereign immunity from suit in the circumstances described in Section 18.

(b) FAILURE TO SATISFY CONDITIONS.

- (1) IN GENERAL. Except as provided in subsection (2), if the Secretary fails to publish in the Federal Register a statement

of findings under subsection (a) by June 30, 2035, or such alternative later date as may be agreed to by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Secretary, and the State:

- (A) this Act is repealed with the exception described in paragraph (2) below;
 - (B) Any action taken by the Secretary and any contract or agreement entered into pursuant to this Act shall be void;
 - (C) The United States shall be entitled to Offset any Federal amounts made available under section 13(a)(2)(B) that were used under that section against any claims asserted by the Tribes against the United States; and
 - (D) Any amounts appropriated under section 13, together with any investment earnings on those amounts, less any amounts expended under sections 9, 10, 11, and 12, shall revert immediately to the general fund of the Treasury.
- (2) CONTINUED EXISTENCE OF THE SAN JUAN SOUTHERN PAIUTE RESERVATION. Section 19 becomes effective upon the enactment date. Notwithstanding subsection (1), if the Secretary fails to publish in the Federal Register a statement of findings under subsection (1) by June 30, 2035, or such alternative later

date as may be agreed to by the Tribes, the Secretary and the State, section 19 shall remain in effect.

SEC. 17. COLORADO RIVER ACCOUNTING.

- (a) ACCOUNTING FOR THE TYPE OF WATER DELIVERED.
- (1) All deliveries of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water effected by the diversion of Water from the San Juan River or from the Colorado River above Lee Ferry shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.
 - (2) All deliveries of Hopi Tribe Cibola Water effected by the diversion of Water from the Colorado River above Lee Ferry shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.
 - (3) All deliveries of Navajo Nation Upper Basin Colorado River Water effected by diversion of water from the Upper Basin in Arizona, New Mexico, or Utah shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.
 - (4) All deliveries of Hopi Tribe Upper Basin Colorado River Water effected by diversion of water from the Upper Basin in Arizona, shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.
 - (5) All deliveries of Upper Basin Colorado River Water leased by either the Navajo Nation or the Hopi Tribe whether effected by a diversion of water from the Upper Basin or the

Lower Basin shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.

(6) All deliveries of Colorado River Water in the Lower Basin leased by either the Navajo Nation or the Hopi Tribe whether effected by a diversion of water from the Upper Basin or the Lower Basin shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.

(b) SPECIAL ACCOUNTING RULES FOR LOWER BASIN COLORADO RIVER WATER AS LOWER BASIN USE IN ARIZONA, REGARDLESS OF POINT OF DIVERSION OR PLACE OF USE.

Notwithstanding section 10603(c)(2)(A) of the Northwestern New Mexico Rural Water Projects Act, title X.B of the Omnibus Public Land Management Act of 2009, Public Law 111-11, all Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, and Hopi Tribe Cibola Water delivered to and consumptively used by the Navajo Nation, the Hopi Tribe, or their lessees pursuant to the settlement agreement shall be:

- (1) accounted for as if such use had occurred in the Lower Basin, regardless of the point of diversion or place of use;
- (2) credited as Water reaching Lee Ferry pursuant to articles III(c) and III(d) of the Colorado River Compact;
- (3) charged against the consumptive use apportionment made to the Lower Basin by article III(a) of the Colorado River Compact; and

- (4) accounted for as part of and charged against the 2.8 million acre-feet of Colorado River Water apportioned to Arizona in article II(B)(1) of the decree.
- (c) LIMITATION. Notwithstanding subsections (a) and (b), no water diverted by the Navajo-Gallup Water Supply Project shall be accounted for as provided in subsections (a) and (b) until such time as the Secretary has developed and, as necessary and appropriate, modified, in consultation with the State, the Upper Basin Colorado River Commission and the Governors' representatives on Colorado River Operations from each state signatory to the Colorado River Compact, all operational and decisional criteria, policies, contracts, guidelines, or other documents that control the operations of the Colorado River system reservoirs and diversion works, so as to adjust, account for, and offset the diversion of Water apportioned to the State, pursuant to the Boulder Canyon Project Act of 1928 (43 U.S.C. § 617 *et seq.*), from a point of diversion on the San Juan River in New Mexico; provided that all such modifications shall be consistent with the provisions of section 10603(c) of the Northwestern New Mexico Rural Water Projects Act, as modified by this Act, and the modifications made pursuant to this clause shall be applicable only for the duration of any such diversions pursuant to section 10603(c)(2)(B) of the Northwestern New Mexico Rural Water Projects Act and this Act.

SEC. 18. LIMITED WAIVER OF SOVEREIGN IMMUNITY.

(a) LIMITED WAIVER BY THE NAVAJO NATION AND THE UNITED STATES ACTING AS TRUSTEE FOR THE NAVAJO NATION AND NAVAJO ALLOTTEES.

(1) The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, may be joined in any action brought in any circumstance described in subsection 18(a)(3), and any claim by the Navajo Nation and the United States to sovereign immunity from any such action is waived.

(2) By Resolution -----dated ----, the Navajo Nation Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in Subsection 18(a)(3), notwithstanding any provision of the Navajo Nation Code or any other Navajo Nation law.

(3) A circumstance referred to in Subsection (a)(1) and (a)(2) is described as any of the following:

(A) Any party to the settlement agreement:

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of

(I) this Act; or

(II) the settlement agreement; and

- (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs, or attorney fees.
- (B) Any landowner or water user in the LCR Watershed or the Gila River Watershed:
 - (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:
 - (I) Paragraph 13 of the settlement agreement;
 - (II) The LCR Decree or the Gila River Adjudication Decree;
 - (III) section 14 of this Act; and/or
 - (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo

Allottees, for money damages, court costs or attorney fees.

(b) LIMITED WAIVER BY THE HOPI TRIBE AND THE UNITED STATES ACTING AS TRUSTEE FOR THE HOPI TRIBE AND HOPI ALLOTEES.

(1) The Hopi Tribe, and the United States acting as trustee for the Hopi Tribe and Hopi Allottees, may be joined in any action brought in any circumstance described in subsection 18(b)(3), and any claim by the Hopi Tribe and the United States to sovereign immunity from any such action is waived.

(2) By Resolution -----dated ----, the Hopi Tribal Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in subsection 18(b)(3) notwithstanding any provision of the Hopi Tribal Code or any other Hopi Tribe law.

(3) A circumstance referred to in subsections (b)(1) and (b)(2) is described as any of the following:

(A) Any party to the settlement agreement

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

(I) this Act; or

(II) the settlement agreement; and

- (ii) names the Hopi Tribe or the United States, acting as trustee for the Hopi Tribe or Hopi Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, for money damages, court costs, or attorney fees.
- (B) Any landowner or water user in the LCR Watershed:
- (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:
 - (I) Paragraph 13 of the settlement agreement;
 - (II) The LCR Decree; or
 - (III) Section 14 of this Act; and
 - (ii) names the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, for money damages, court costs, or attorney fees.

(c) LIMITED WAIVER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE UNITED STATES ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE.

(1) The San Juan Southern Paiute Tribe and the United States acting as trustee for the San Juan Southern Paiute Tribe may be joined in any action brought in any circumstance described in subsection 18(c)(3), and any claim by the San Juan Southern Paiute Tribe and the United States to sovereign immunity from any such action is waived.

(2) By Resolution -----dated ----, the San Juan Southern Paiute Tribal Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in subsection 18(c)(3), notwithstanding any provision of the San Juan Southern Paiute Tribal Code or any other San Juan Southern Paiute Tribe law.

(3) A circumstance referred to in Subsections 18(c)(1) and 18(c)(2) is described as any of the following:

(A) Any party to the settlement agreement:

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

(I) this Act; or

(II) the settlement agreement; and

(ii) names the San Juan Southern Paiute Tribe or the United States acting as trustee for the San

Juan Southern Paiute Tribe as a party in that action; and

- (iii) shall not include any request for award against the San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe, for money damages, court costs, or attorney fees.

(B) Any landowner or water user in the LCR Watershed:

- (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

- (I) Paragraph 13 of the settlement agreement;

- (II) The LCR Decree; or

- (III) section 14 of this Act; and

- (ii) names the San Juan Southern Paiute Tribe or the United States acting as trustee for the San Juan Southern Paiute Tribe as a party in that action; and

- (iii) shall not include any request for award against the San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe, for money damages, court costs, or attorney fees.

SEC. 19. RATIFICATION OF THE TREATY AND CREATION OF THE SAN JUAN SOUTHERN PAIUTE RESERVATION.

(a) RATIFICATION AND APPROVAL OF THE TREATY.

The Treaty and the Treaty Addendum are hereby approved, ratified, and confirmed by the Congress of the United States.

(b) APPROVAL OF THE SECRETARY.

(1) The Secretary is authorized and directed:

(A) to approve and execute the Treaty and the Treaty Addendum as set forth therein, except that the specific findings stated under the heading “APPROVAL,” shall not be binding on the Secretary; and

(B) to take all steps necessary to implement the Treaty and this Act.

(2) The Secretary is delegated the authority, without further Act of Congress, to approve and execute amendments to the Treaty agreed to by the Navajo Nation and the San Juan Southern Paiute Tribe.

(c) LANDS PROCLAIMED A RESERVATION FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE.

(1) IN GENERAL. All right, title and interest, including Water Rights, to the approximately 5,400 acres of land within the Navajo Indian Reservation that are described in the Treaty as the San Juan Paiute Northern Area and the San Juan Paiute Southern Paiute Area, are hereby proclaimed as the San Juan Southern Paiute Reservation and such lands shall

be held by the United States in trust as a reservation for the exclusive benefit of the San Juan Southern Paiute Tribe, subject to the rights of access under subsection (d) of this Act.

- (2) NO APPRAISAL OR VALUATION. Notwithstanding any other law, no appraisal or other valuation shall be required to carry out the provisions of this subsection.
- (d) RIGHTS OF ACCESS AND EASEMENTS. The Navajo Reservation and the San Juan Southern Paiute Reservation shall be subject to the rights of access and easements as identified in the Treaty.
- (e) SURVEYING AND FENCING OF LAND.
 - (1) REQUIREMENT. The Secretary is directed to:
 - (A) complete a survey and legal description of the boundary lines to establish the boundaries of the San Juan Southern Paiute Reservation, as soon as practicable after the date of enactment of this Act;
 - (B) officially file the survey plat in the appropriate office of the Department of the Interior;
 - (C) mark and fence the lands as described in article V of the Treaty, where feasible; and
 - (D) study the feasibility of an access road to the San Juan Paiute Southern Area from U.S. Route 89, as described in article XI of the Treaty.

(2) LEGAL DESCRIPTION.

(A) IN GENERAL. The legal descriptions published in accordance with subsection (e)(2) shall be considered the official legal description of the San Juan Southern Paiute Reservation and shall have the same force and effect as if included in this Act.

(B) PUBLICATION. Upon completion of the surveys under subsection (e)(1), the Secretary shall publish in the Federal Register a legal description of the lands comprising the San Juan Southern Paiute Reservation.

(C) CORRECTIONS. The Secretary may make minor correction to correct technical and clerical errors in the legal descriptions.

(f) REPEAL OF PAIUTE ALLOTMENT PROCEDURES. Section 9 of Public Law 93-531 (88 Stat. 1716, formerly codified at 25 U.S.C. 640d-8) is repealed.

(g) PUBLICATION; JURISDICTION.

(1) PUBLICATION. In accordance with article VI of the Treaty, the Secretary shall publish in the Federal Register separate notices of completion or boundary marking of:

(A) the San Juan Paiute Northern Area; and

(B) the San Juan Paiute Southern Area.

- (2) JURISDICTION. Upon publication in the Federal Register under either subsection (g)(1)(A) or (g)(1)(B):
 - (A) the San Juan Southern Paiute Tribe shall have full jurisdiction over all matters within that area of the San Juan Southern Paiute Reservation to the fullest extent permitted by Federal law; and
 - (B) the Navajo Nation shall no longer have jurisdiction over matters occurring within that area of the San Juan Southern Paiute Reservation except as agreed to by the Navajo Nation and the San Juan Southern Paiute Tribe.

SEC. 20. IN GENERAL.

- (a) NO QUANTIFICATION OR EFFECT ON RIGHTS OF OTHER TRIBES OR THE UNITED STATES ON THEIR BEHALF.

Except as provided in paragraph 8.3 of the settlement agreement nothing in this Act:

- (1) quantifies or otherwise affects the Water Rights, or claims or entitlements to water or to Upper Basin Colorado River Water or Lower Basin Colorado River Water, of any Indian tribe, band, or community, other than the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe; or
- (2) affects the ability of the United States to take action on behalf of any Indian tribe, nation, band, community, or allottee, other than the Navajo Nation, the Hopi Tribe and the San Juan Southern Paiute Tribe, their members, Navajo allottees, Hopi allottees, and public domain allottees.

(b) NO QUANTIFICATION OF WATER RIGHTS OF PUBLIC DOMAIN ALLOTTEES.

Nothing in this Act quantifies or adjudicates any Water Right or any claim or entitlement to Water of a public domain allottee, or precludes the United States, acting as trustee for public domain allottees, from making claims for Water Rights in Arizona that are consistent with the claims described in Exhibit 3.1.132B to the settlement agreement. Except as provided in Subparagraphs 8.2.3, 8.4.7, and 15.2.3.4 of the settlement agreement, nothing in this Act affects the ability of the United States to take action on behalf of public domain allottees.

(c) ANTIDEFICIENCY. Notwithstanding any authorization of appropriations to carry out this Act, the United States shall not be liable for any failure of the United States to carry out any obligation or activity authorized by this Act, including all agreements or exhibits ratified or confirmed by this Act if adequate appropriations are not provided expressly by Congress to carry out the purposes of this Act.

(d) NO MODIFICATION OR PREEMPTION OF OTHER LAWS. Unless expressly provided in this Act, nothing in this Act modifies, conflicts with, preempts, or otherwise affects:

- (1) the Boulder Canyon Project Act of 1928 (43 U.S.C. § 617 *et seq.*);
- (2) the Boulder Canyon Project Adjustment Act (54 Stat. 774, chapter 643);

- (3) the Act of April 11, 1956 (commonly known as the “Colorado River Storage Project Act”) (43 U.S.C. § 620, *et seq.*);
 - (4) the Act of September 30, 1968 (commonly known as the “Colorado River Basin Project Act”) (82 Stat. 885);
 - (5) the Treaty between the United States of America and Mexico respecting Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande, signed at Washington February 3, 1944 (59 Stat. 1219);
 - (6) the Colorado River Compact of 1922;
 - (7) the Upper Colorado River Basin Compact of 1948;
 - (8) the Omnibus Public Land Management Act of 2009, Public Law 111-11; or
 - (9) case law concerning Water Rights in the Colorado River system other than any case to enforce the settlement agreement or this Act.
- (e) NO PRECEDENT. Nothing in this Act shall be construed as establishing a precedent for any type of transfer of Colorado River system water between the Upper Basin and the Lower Basin.
- (f) UNIQUE SITUATION. Diversions through the iiná bá - paa tuwaqat’si pipeline and the Navajo-Gallup Water Supply Project facilities consistent with this Act address critical tribal and non-Indian Water supply needs under unique circumstances, which include, among other things:

- (1) the intent to benefit a number of American Indian tribes;
 - (2) the Navajo Nation's location in both the Upper Basin and the Lower Basin;
 - (3) the intent to address critical Indian and non-Indian water needs in the State of Arizona;
 - (4) the lack of other reasonable alternatives available for developing a firm, sustainable supply of municipal water for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe in the State of Arizona; and
 - (5) the limited volume of water to be diverted by the iiná bá - paa tuwaqat'si pipeline and Navajo-Gallup Water Supply Project to supply municipal uses in the State of Arizona.
- (g) EFFICIENT USE. The diversions and uses authorized for the iiná bá - paa tuwaqat'si pipeline under this Act represent unique and efficient uses of Colorado River apportionments in a manner that Congress has determined would be consistent with the obligations of the United States to the Navajo Nation and the Hopi Tribe.
- (h) NO EFFECT ON ENFORCEMENT OF ENVIRONMENTAL LAWS. Nothing in this Act precludes the United States from enforcing the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* (including, but not limited to, claims for damages to natural resources), the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Resource

May 9, 2024

Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or the regulations implementing said acts.

EXHIBIT 3.1.12

ATTACHED

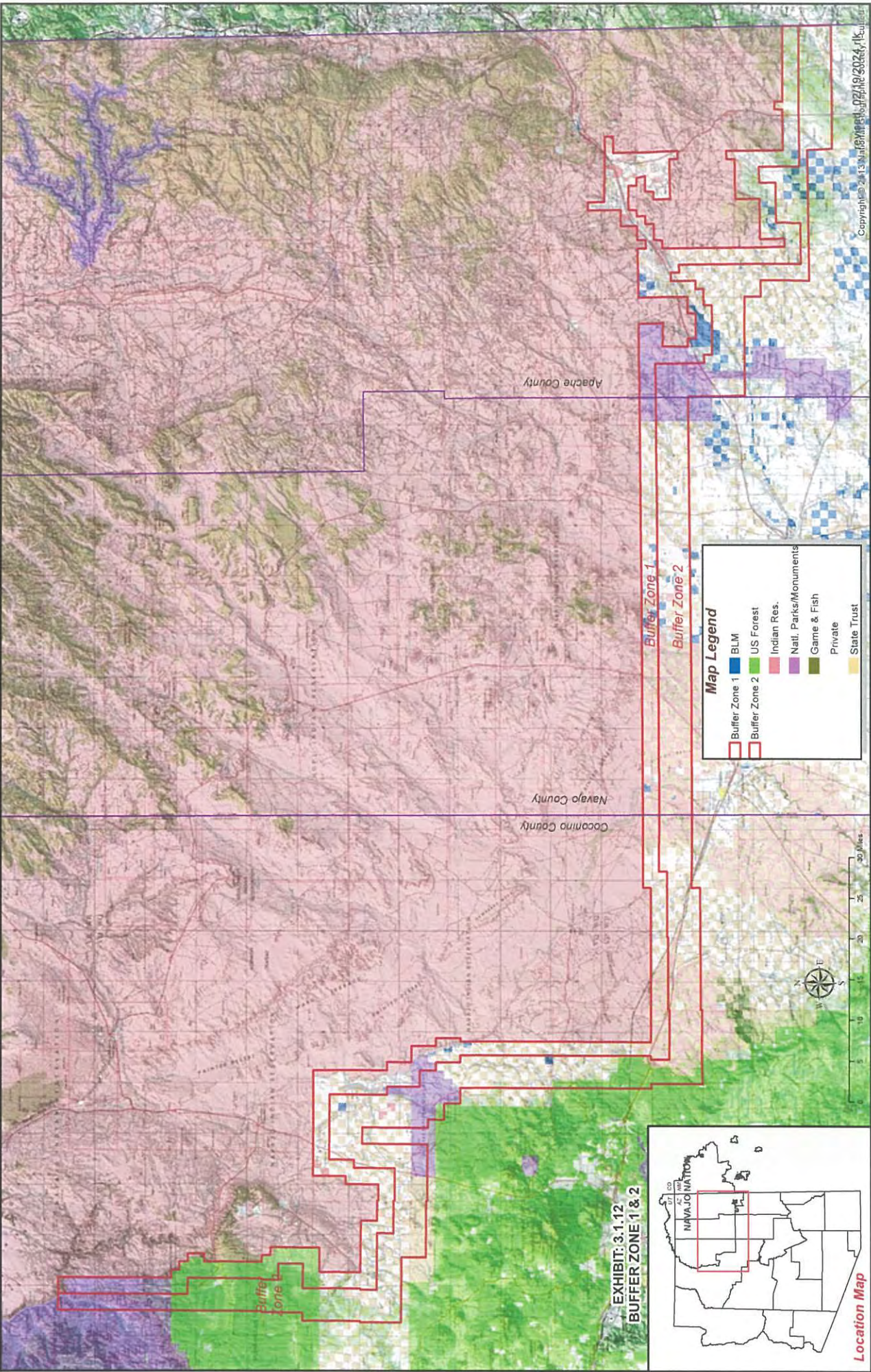
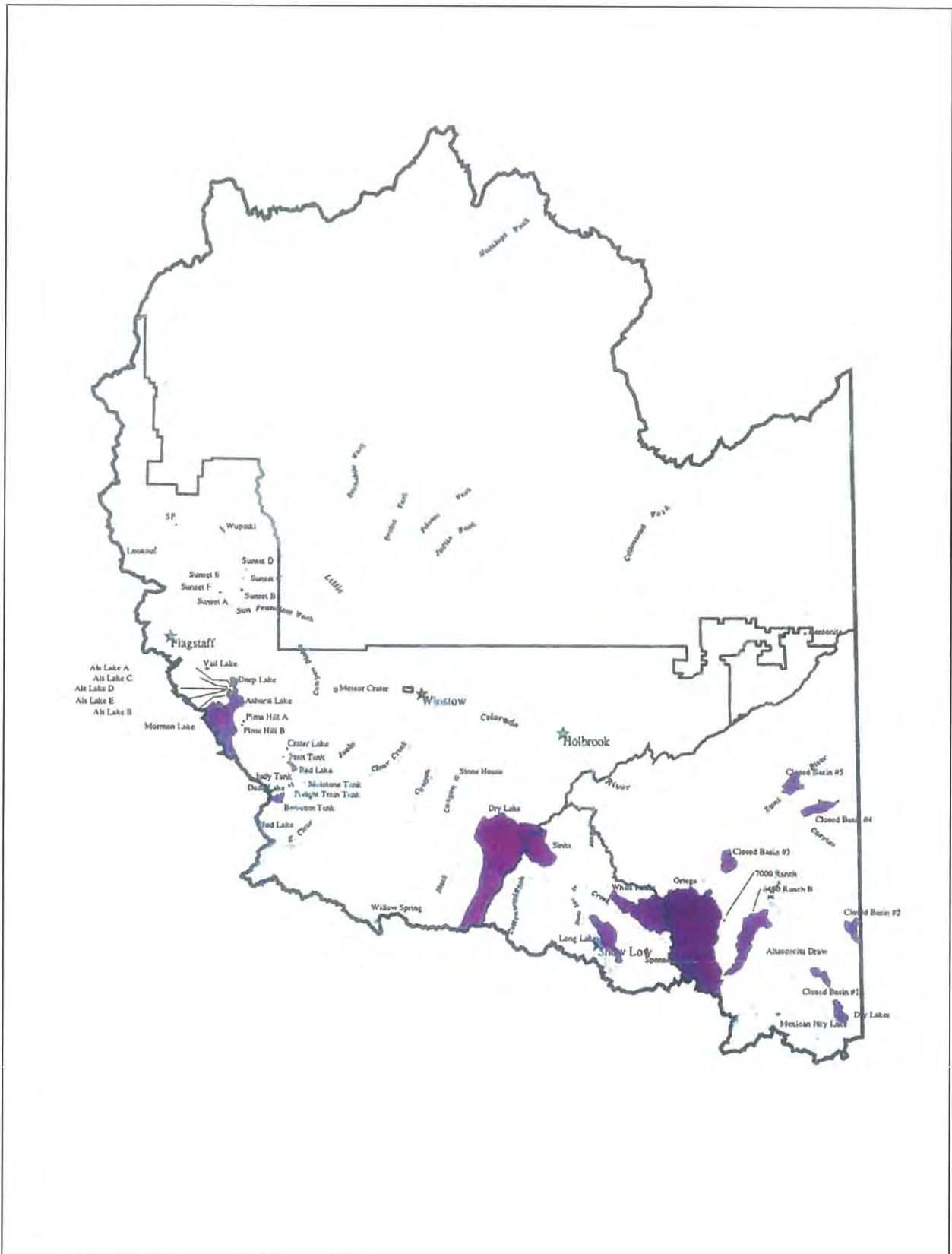



EXHIBIT 3.1.21A

ATTACHED



Legend
 Closed Drainage Basins in the LCR Adjudication Area

Source: ADWR, 1994

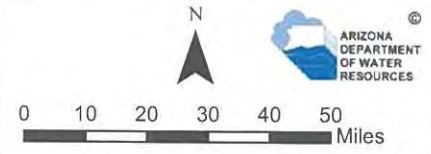


Exhibit 3.1.21a
 Off Reservation
 Closed Basin Map

EXHIBIT 3.1.21B

ATTACHED

Public Law 93-531

December 22, 1974
[H. R. 10337]

AN ACT

To provide for final settlement of the conflicting rights and interests of the Hopi and Navajo Tribes to and in lands lying within the joint use area of the reservation established by the Executive order of December 16, 1882, and lands lying within the reservation created by the Act of June 14, 1934, and for other purposes.

Indians,
Hopi and
Navajo Tribes,
Mediator,
25 USC 640d.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, (a) within thirty days after enactment of this Act, the Director of the Federal Mediation and Conciliation Service shall appoint a Mediator (hereinafter referred to as the "Mediator") who shall assist in the negotiations for the settlement and partition of the relative rights and interests, as determined by the decision in the case of *Healing v. Jones* (210 F. Supp. 125, D. Ariz., 1962, aff'd 363 U.S. 758, 1963) (hereinafter referred to as the "Healing case"), of the Hopi and Navajo Tribes (hereinafter referred to as the "tribes") to and in lands within the reservation established by the Executive order of December 16, 1882, except land management district no. 6 (such lands hereinafter referred to as the "joint use area"). The Mediator shall not have any interest, direct or indirect, in the settlement of the interests and rights set out in this subsection. The duties of the Mediator shall cease upon the entering of a full agreement into the records of the supplemental proceedings pursuant to section 3 or the submission of a report to the District Court after a default in negotiations or a partial agreement pursuant to section 4.

(b) The proceedings in which the Mediator shall be acting under the provisions of this Act shall be the supplemental proceedings in the Healing case now pending in the United States District Court for the District of Arizona (hereinafter referred to as "the District Court").

(c) (1) The Mediator is authorized to request from any department, agency, or independent instrumentality of the Federal Government any information, personnel, service, or materials he deems necessary to carry out his responsibilities under the provisions of this Act. Each such department, agency, or instrumentality is authorized to cooperate with the Mediator and to comply with such requests to the extent permitted by law, on a reimbursable or nonreimbursable basis.

Interagency
committee.
Establishment.

(2) To facilitate the expeditious and orderly compilation and development of factual information relevant to the negotiating process, the President shall, within fifteen days of enactment of this Act, establish an interagency committee chaired by the Secretary of the Interior (hereinafter referred to as the "Secretary") to develop relevant information and to respond to the requests of the Mediator.

(d) The Secretary shall appoint a full-time representative as his liaison with the Mediator to facilitate the provision of information and assistance requested by the Mediator from the Department of the Interior.

(e) The Mediator may retain the services of such staff assistants and consultants as he shall deem necessary, subject to the approval of the Director of the Federal Mediation and Conciliation Service.

Negotiating
team,
25 USC 640d-1.

Sec. 2. (a) Within thirty days after enactment of this Act, the Secretary shall communicate in writing with the tribal councils of the tribes directing the appointment of a negotiating team representing each tribe. Each negotiating team shall be composed of not more than five members to be certified by appropriate resolution of the respective tribal council. Each tribal council shall promptly fill any vacancies which may occur on its negotiating team. Notwithstanding any other

provision of law, each negotiating team, when appointed and certified, shall have full authority to bind its tribe with respect to any other matter concerning the joint use area within the scope of this Act.

(b) In the event either or both of the tribal councils fail to select and certify a negotiating team within thirty days after the Secretary communicates with the tribal council under subsection (a) of this section or to select and certify a replacement member within thirty days of the occurrence of a vacancy, the provisions of subsection (a) of section 4 shall become effective.

(c) Within fifteen days after formal certification of both negotiating teams to the Mediator, the Mediator shall schedule the first negotiating session at such time and place as he deems appropriate. The negotiating sessions, which shall be chaired by the Mediator, shall be held at such times and places as the Mediator deems appropriate. At such sessions, the Mediator may, if he deems it appropriate, put forward his own suggestions for procedure, the agenda, and the resolution of the issues in controversy.

Negotiating session.

(d) In the event either negotiating team fails to attend two consecutive sessions or, in the opinion of the Mediator, either negotiating team fails to bargain in good faith or an impasse is reached, the provisions of subsection (a) of section 4 shall become effective.

(e) In the event of a disagreement within a negotiating team the majority of the members of the team shall prevail and act on behalf of the team unless the resolution of the tribal council certifying the team specifically provides otherwise.

SEC. 3. (a) If, within one hundred and eighty days after the first session scheduled by the Mediator under subsection (c) of section 2, full agreement is reached, such agreement shall be put in such form as the Mediator determines best expresses the intent of the tribes and shall then be submitted to the Secretary and the Attorney General of the United States for their comments as they relate to the interest of the United States in the proceedings. These comments are to be submitted to the Mediator and the negotiating teams within thirty days. The negotiating teams and the Mediator shall then consider the comments and, if agreement can still be reached on terms acceptable to the negotiating teams and the Mediator within sixty days of receipt by him of the comments, the agreement shall be put in final written form and shall be signed by the members of the negotiating teams and the Mediator. The Mediator shall then cause the agreement to be entered into the records of the supplemental proceedings in the Healing case. The provisions of the agreement shall be reviewed by the District Court, modified where necessary, and put into effect immediately thereafter.

Full agreement.
25 USC 640d-2.

(b) If, within the one hundred and eighty day period referred to in subsection (a) of this section, a partial agreement has been reached between the tribes and they wish such partial agreement to go into effect, they shall follow the procedure set forth in said subsection (a). The partial agreement shall then be considered by the Mediator in preparing his report, and the District Court in making a final adjudication, pursuant to section 4.

Partial agreement.

(c) For the purpose of this section, the negotiating teams may make any provision in the agreement or partial agreement not inconsistent with existing law. No such agreement or any provision in it shall result in a taking by the United States of private property compensable under the Fifth Amendment of the Constitution of the United States.

USC prec. title

SEC. 4. (a) If the negotiating teams fail to reach full agreement within the time period allowed in subsection (a) of section 3 or if one or both of the tribes are in default under the provisions of subsections (b) or (d) of section 2, the Mediator, within ninety days thereafter, shall prepare and submit to the District Court a report containing his

1.
25 USC 640d-3.

Report to District Court.

District Court,
review and rec-
ommendations.

recommendations for the settlement of the interests and rights set out in subsection (a) of section 1 which shall be most reasonable and equitable in light of the law and circumstances and consistent with the provisions of this Act. Following the District Court's review of the report and recommendations (which are not binding thereon) and any further proceedings which the District Court may schedule, the District Court is authorized to make a final adjudication, including partition of the joint use area, and enter the judgments in the supplemental proceedings in the Healing case.

Hearing.

(b) Any proceedings as authorized in subsection (a) hereof shall be assigned for hearing at the earliest possible date, shall take precedence over all other matters pending on the docket of the District Court at that time, and shall be expedited in every way by the Court.

Settlement
guidelines,
25 USC 640d-4.

Sec. 5. (a) For the purpose of facilitating an agreement pursuant to section 3 or preparing a report pursuant to section 4, the Mediator is authorized—

(1) notwithstanding the provisions of section 2 of the Act of May 25, 1918 (40 Stat. 570), to recommend that, subject to the consent of the Secretary, there be purchased or otherwise acquired additional lands for the benefit of either tribe from the funds of either tribe or funds under any other authority of law;

Restoration
of lands.

(2) to recommend that, subject to the consent of the Secretary, there be undertaken a program of restoration of lands lying within the joint use area, employing for such purpose funds authorized by this Act, funds of either tribe, or funds under any other authority of law;

(3) to recommend that, subject to the consent of the Secretary, there be undertaken a program for relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area;

(4) to recommend, in exceptional cases where necessary to prevent personal hardship, a limited tenure for residential use, not exceeding a life estate, and a phased relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area; and

(5) to make any other recommendations as are in conformity with this Act and the Healing case to facilitate a settlement.

(b) The authorizations contained in subsection (a) of this section shall be discretionary and shall not be construed to represent any directive of the Congress.

Report,
25 USC 640d-5.

Sec. 6. The Mediator in preparing his report, and the District Court in making the final adjudication, pursuant to section 4, shall consider and be guided by the decision of the Healing case, under which the tribes have joint, undivided, and equal interests in and to all of the joint use area; by any partial agreement reached by the parties under subsection (b) of section 3; by the last best offer for a complete settlement as a part of the negotiating process by each of the tribes; and by the following:

(a) The rights and interests, as defined in the Healing case, of the Hopi Tribe in and to that portion of the reservation established by the Executive order of December 16, 1882, which is known as land management district no. 6 (hereinafter referred to as the "Hopi Reservation") shall not be reduced or limited in any manner.

(b) The boundary lines resulting from any partitioning of lands in the joint use area shall be established so as to include the higher density population areas of each tribe within the portion of the lands partitioned to such tribe to minimize and avoid undue social, economic, and cultural disruption insofar as practicable.

(c) In any division of the surface rights to the joint use area, reasonable provision shall be made for the use of and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

(d) In any partition of the surface rights to the joint use area, the lands shall, insofar as is practicable, be equal in acreage and quality: *Provided*, That if such partition results in a lesser amount of acreage, or value, or both to one tribe such differential shall be fully and finally compensable to such tribe by the other tribe. The value of the land for the purposes of this subsection shall be based on not less than its value with improvements and its grazing capacity fully restored: *Provided further*, That, in the determination of compensation for any such differential, the Federal Government shall pay any difference between the value of the particular land involved in its existing state and the value of such land in a fully restored state which results from damage to the land which the District Court finds attributable to a failure of the Federal Government to provide protection where such protection is or was required by law or by the demands of the trust relationship.

(e) Any lands partitioned to each tribe in the joint use area shall, where feasible and consistent with the other provisions of this section, be contiguous to the reservation of each such tribe.

(f) Any boundary line between lands partitioned to the two tribes in the joint use area shall, insofar as is practicable, follow terrain which will facilitate fencing or avoid the need for fencing.

(g) Any claim the Hopi Tribe may have against the Navajo Tribe for an accounting of all sums collected by the Navajo Tribe since September 17, 1957, as trader license fees or commissions, lease rental or proceeds, or other similar charges for doing business or for damages in the use of lands within the joint use area, shall be for a one-half share in such sums.

(h) Any claim the Hopi Tribe may have against the Navajo Tribe for the determination and recovery of the fair value of the grazing and agricultural use of the lands within the joint use area by the Navajo Tribe and its individual members, since September 28, 1962, shall be for one-half of such value.

SEC. 7. Partition of the surface of the lands of the joint use area shall not affect the joint ownership status of the coal, oil, gas, and all other minerals within or underlying such lands. All such coal, oil, gas, and other minerals within or underlying such lands shall be managed jointly by the two tribes, subject to supervision and approval by the Secretary as otherwise required by law, and the proceeds therefrom shall be divided between the tribes, share and share alike.

Joint ownership
of minerals.
25 USC 640d-6.

SEC. 8. (a) Either tribe, acting through the chairman of its tribal council for and on behalf of the tribe, is each hereby authorized to commence or defend in the District Court an action against the other tribe and any other tribe of Indians claiming any interest in or to the area described in the Act of June 14, 1934, except the reservation established by the Executive Order of December 16, 1882, for the purpose of determining the rights and interests of the tribes in and to such lands and quieting title thereto in the tribes.

25 USC 640d-7.

(b) Lands, if any, in which the Navajo Tribe or Navajo individuals are determined by the District Court to have the exclusive interest shall continue to be a part of the Navajo Reservation. Lands, if any, in which the Hopi Tribe, including any Hopi village or clan thereof, or Hopi individuals are determined by the District Court to have the exclusive interest shall thereafter be a reservation for the Hopi Tribe. Any lands in which the Navajo and Hopi Tribes or Navajo or Hopi individuals are determined to have a joint or undivided interest

shall be partitioned by the District Court on the basis of fairness and equity and the area so partitioned shall be retained in the Navajo Reservation or added to the Hopi Reservation, respectively.

(c) The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

(d) Nothing in this section shall be deemed to be a Congressional determination of the merits of the conflicting claims to the lands that are subject to adjudication pursuant to this section, or to affect the liability of the United States, if any, under litigation now pending before the Indian Claims Commission.

(e) The Secretary of the Interior is authorized to pay any or all appropriate legal fees, court costs, and other related expenses arising out of, or in connection with, the commencing of, or defending against, any action brought by the Navajo or Hopi Tribe under this section.

Paiute Indians,
allotment.
25 USC 640d-8.

SEC. 9. Notwithstanding any other provision of this Act, the Secretary is authorized to allot in severalty to individual Paiute Indians, not now members of the Navajo Tribe, who are located within the area described in the Act of June 14, 1934 (48 Stat. 960), and who were located within such area, or are direct descendants of Paiute Indians who were located within such area, on the date of such Act, land in quantities as specified in section 1 of the Act of February 8, 1887 (24 Stat. 388), as amended (25 U.S.C. 331), and patents shall be issued to them for such lands having the legal effect and declaring that the United States holds such land in trust for the sole use and benefit of each allottee and, following his death, of his heirs according to the laws of the State of Arizona.

25 USC 640d-9.

SEC. 10. (a) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Navajo Tribe pursuant to section 3 or 4 and the lands described in the Act of June 14, 1934 (48 Stat. 960), except the lands as described in section 8, shall be held in trust by the United States exclusively for the Navajo Tribe and as a part of the Navajo Reservation.

(b) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Hopi Tribe pursuant to section 3 or 4 and the lands as described in section 8 shall be held in trust by the United States exclusively for the Hopi Tribe and as a part of the Hopi Reservation.

25 USC 640d-10.

SEC. 11. (a) The Secretary is authorized and directed to transfer not to exceed 250,000 acres of lands under the jurisdiction of the Bureau of Land Management within the States of Arizona or New Mexico to the Navajo Tribe: *Provided*, That the Navajo Tribe shall pay to the United States the fair market value for such lands as may be determined by the Secretary. Such lands shall, if possible, be contiguous or adjacent to the existing Navajo Reservation. Title to such lands which are contiguous or adjacent to the Navajo Reservation shall be taken by the United States in trust for the benefit of the Navajo Tribe.

(b) Any private lands the Navajo Tribe acquires which are contiguous or adjacent to the Navajo Reservation may be taken by the United States in trust for the benefit of the Navajo Tribe: *Provided*, That the land acquired pursuant to subsection (a) and this subsection shall not exceed a total of 250,000 acres.

Navajo and
Hopi Indian
Relocation Com-
mission.
Establishment.
25 USC 640d-11.

SEC. 12. (a) There is hereby established as an independent entity in the executive branch the Navajo and Hopi Indian Relocation Commission (hereinafter referred to as the "Commission").

(b) The Commission shall be composed of three members appointed by the Secretary within sixty days of enactment of this Act.

(c) The Commission shall elect a Chairman and Vice Chairman from among its members.

(d) Two members of the Commission shall constitute a quorum. Any vacancy in the Commission shall not affect its powers, but shall be filled in the same manner in which the original appointment was made.

(e) Each member of the Commission who is not otherwise employed by the United States Government shall receive an amount equal to the daily rate paid a GS-18 under the General Schedule contained in section 5332 of title 5, United States Code, for each day (including time in travel) or portion thereof during which such member is engaged in the actual performance of his duties as a member of the Commission. A member of the Commission who is an officer or employee of the United States shall serve without additional compensation. All members of the Commission shall be reimbursed for travel, subsistence, and other expenses incurred by them in the performance of their duties.

5 USC 5332
note.

(f) The first meeting of the Commission shall be called by the Secretary forthwith following the date on which a majority of the members of such Commission are appointed and qualified under this Act, but in no event later than sixty days following such date.

(g) Subject to such rules and regulations as may be adopted by the Commission, the Chairman shall have the power to—

Rules and
regulations.

(1) appoint and fix the compensation of an Executive Director, and such additional staff personnel as he deems necessary, without regard to the provisions of title 5, United States Code, governing appointments in the competitive service, and without regard to chapter 51 and subchapter III of chapter 53 of such title relating to classification and General Schedule pay rates, but at rates not in excess of the maximum rate for GS-18 of the General Schedule under section 5332 of such title; and

(2) procure temporary and intermittent services to the same extent as is authorized by section 3109 of title 5, United States Code, but at rates not to exceed \$150 a day for individuals.

(h) The Department of the Interior shall furnish, on a non-reimbursable basis, necessary administrative and housekeeping services for the Commission.

(i) The Commission shall cease to exist when the President determines that its functions have been fully discharged.

SEC. 13. (a) Within the twenty-four month period following the date of issuance of an order of the District Court pursuant to section 3 or 4, the Commission shall prepare and submit to the Congress a report concerning the relocation of households and members thereof of each tribe, and their personal property, including livestock, from lands partitioned to the other tribe pursuant to sections 8 and 3 or 4.

25 USC 640d-12.

Report to
Congress.

(b) Such report shall contain, among other matters, the following:

(1) the names of all members of the Navajo Tribe who reside within the areas partitioned to the Hopi Tribe and the names of all members of the Hopi Tribe who reside within the areas partitioned to the Navajo Tribe; and

(2) the fair market value of the habitations and improvements owned by the heads of households identified by the Commission as being among the persons named in clause (1) of this subsection.

(c) Such report shall include a detailed plan providing for the relocation of the households and their members identified pursuant to clause (1) of subsection (b) of this section. Such plan (hereinafter referred to as the "relocation plan") shall—

(1) be developed to the maximum extent feasible in consultation with the persons involved in such relocation and appropriate representatives of their tribal councils;

(2) take into account the adverse social, economic, cultural, and other impacts of relocation on persons involved in such relocation and be developed to avoid or minimize, to the extent possible, such impacts;

(3) identify the sites to which such households shall be relocated, including the distance involved;

(4) assure that housing and related community facilities and services, such as water, sewers, roads, schools, and health facilities, for such households shall be available at their relocation sites; and

(5) take effect thirty days after the date of submission to the Congress pursuant to subsection (a) of this section: *Provided, however,* That the Commission is authorized and directed to proceed with voluntary relocations as promptly as practicable following its first meeting.

Voluntary re-
locations,
25 USC 640d-13.

SEC. 14. (a) Consistent with section 8 and the order of the District Court issued pursuant to section 3 or 4, the Commission is authorized and directed to relocate pursuant to section 8 and such order all households and members thereof and their personal property, including livestock, from any lands partitioned to the tribe of which they are not members. The relocation shall take place in accordance with the relocation plan and shall be completed by the end of five years from the date on which the relocation plan takes effect. No further settlement of Navajo individuals on the lands partitioned to the Hopi Tribe pursuant to this Act or on the Hopi Reservation shall be permitted unless advance written approval of the Hopi Tribe is obtained. No further settlement of Hopi individuals on the lands partitioned to the Navajo Tribe pursuant to this Act or on the Navajo Reservation shall be permitted unless advance written approval of the Navajo Tribe is obtained. No individual shall hereafter be allowed to increase the number of livestock he grazes on any area partitioned pursuant to this Act to the tribe of which he is not a member, nor shall he retain any grazing rights in any such area subsequent to his relocation therefrom.

Assistance pay-
ments.

(b) In addition to the payments made pursuant to section 15, the Commission shall make payments to heads of households identified in the report prepared pursuant to section 13 upon the date of relocation of such households, as determined by the Commission, in accordance with the following schedule:

(1) the sum of \$5,000 to each head of a household who, prior to the expiration of one year after the effective date of the relocation plan, contracts with the Commission to relocate;

(2) the sum of \$4,000 to each head of a household who is not eligible for the payment provided for in clause (1) of this subsection but who, prior to the expiration of two years after the effective date of the relocation plan, contracts with the Commission to relocate;

(3) the sum of \$3,000 to each head of a household who is not eligible for the payments provided for in clause (1) or (2) of this subsection but who, prior to the expiration of three years after the effective date of the relocation plan, contracts with the Commission to relocate; and

(4) the sum of \$2,000 to each head of a household who is not eligible for the payments provided for in clause (1), (2), or (3) of this subsection but who, prior to the expiration of four years after the effective date of the relocation plan, contracts with the Commission to relocate.

(c) No payment shall be made pursuant to this section to or for any person who, after May 29, 1974, moved into an area partitioned pur-

suant to section 8 or section 3 or 4 to a tribe of which he is not a member.

SEC. 15. (a) The Commission shall purchase from the head of each household whose household is required to relocate under the terms of this Act the habitation and other improvements owned by him on the area from which he is required to move. The purchase price shall be the fair market value of such habitation and improvements as determined under clause (2) of subsection (b) of section 13.

Replacement
housing.
25 USC 640d-14.

Fair market
value.

(b) In addition to the payments made pursuant to subsection (a) of this section, the Commission shall:

(1) reimburse each head of a household whose household is required to relocate pursuant to this Act for the actual reasonable moving expenses of the household as if the household members were displaced persons under section 202 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894);

42 USC 4622.

(2) pay to each head of a household whose household is required to relocate pursuant to this Act an amount which, when added to the fair market value of the habitation and improvements purchased under subsection (a) of this section, equals the reasonable cost of a decent, safe, and sanitary replacement dwelling adequate to accommodate such household: *Provided*, That the additional payment authorized by this paragraph (2) shall not exceed \$17,000 for a household of three or less and not more than \$25,000 for a household of four or more, except that the Commission may, after consultation with the Secretary of Housing and Urban Development, annually increase or decrease such limitations to reflect changes in housing development and construction costs, other than costs of land, during the preceding year: *Provided further*, That the additional payment authorized by this subsection shall be made only to a head of a household required to relocate pursuant to this Act who purchases and occupies such replacement dwelling not later than the end of the two-year period beginning on the date on which he receives from the Commission final payment for the habitation and improvements purchased under subsection (a) of this section, or on the date on which such household moves from such habitation, whichever is the later date. The payments made pursuant to this paragraph (2) shall be used only for the purpose of obtaining decent, safe, and sanitary replacement dwellings adequate to accommodate the households relocated pursuant to this Act.

Additional pay-
ment.

(c) In implementing subsection (b) of this section, the Commission shall establish standards consistent with those established in the implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894). No payment shall be made pursuant to this section to or for any person who, later than one year prior to the date of enactment of this Act, moved into an area partitioned pursuant to section 8 or section 3 or 4 to a tribe of which he is not a member.

42 USC 4601
note.

(d) The Commission shall be responsible for the provision of housing for each household eligible for payments under this section in one of the following manners:

(1) Should any head of household apply for and become a participant or homebuyer in a mutual help housing or other homeownership opportunity project undertaken under the United States Housing Act of 1937 (50 Stat. 888), as amended (42 U.S.C. 1401), or in any other federally assisted housing program now or hereafter established, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section

and under subsection (a) of this section shall be paid to the local housing agency or sponsor involved as a voluntary equity payment and shall be credited against the outstanding indebtedness or purchase price of the household's home in the project in a manner which will accelerate to the maximum extent possible the achievement by that household of debt free homeownership.

(2) Should any head of household wish to purchase or have constructed a dwelling which the Commission determines is decent, safe, sanitary, and adequate to accommodate the household, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section shall be paid to such head of household in connection with such purchase or construction in a manner which the Commission determines will assure the use of the funds for such purpose.

(3) Should any head of household not make timely arrangements for relocation housing, or should any head of household elect and enter into an agreement to have the Commission construct or acquire a home for the household, the Commission may use the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section for the construction or acquisition (including enlargement or rehabilitation if necessary) of a home and related facilities for such household: *Provided*, That, the Commission may combine the funds for any number of such households into one or more accounts from which the costs of such construction or acquisition may be paid on a project basis and the funds in such account or accounts shall remain available until expended: *Provided further*, That the title to each home constructed or acquired by the Commission pursuant to this paragraph shall be vested in the head of the household for which it was constructed or acquired upon occupancy by such household, but this shall not preclude such home being located on land held in trust by the United States.

(e) The Commission is authorized to dispose of dwellings and other improvements acquired or constructed pursuant to this Act in such manner, including resale of such dwellings and improvements to members of the tribe exercising jurisdiction over the area at prices no higher than the acquisition or construction costs, as best effects section 8 and the order of the District Court pursuant to section 3 or 4.

25 USC 640d-15. SEC. 16. (a) The Navajo Tribe shall pay to the Hopi Tribe the fair rental value as determined by the Secretary for all use by Navajo individuals of any lands partitioned to the Hopi Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

(b) The Hopi Tribe shall pay to the Navajo Tribe the fair rental value as determined by the Secretary for all use by Hopi individuals of any lands partitioned to the Navajo Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

25 USC 640d-16. SEC. 17. (a) Nothing in this Act shall affect the title, possession, and enjoyment of lands heretofore allotted to Hopi and Navajo individuals for which patents have been issued. Such Hopi individuals living on the Navajo Reservation shall be subject to the jurisdiction of the Navajo Tribe and such Navajo individuals living on the Hopi Reservation shall be subject to the jurisdiction of the Hopi Tribe.

(b) Nothing in this Act shall require the relocation from any area partitioned pursuant to this Act of the household of any Navajo or Hopi individual who is employed by the Federal Government within such area or to prevent such employees or their households from residing in such areas in the future: *Provided*, That any such Federal

employee who would, except for the provisions of this subsection, be relocated under the terms of this Act may elect to be so relocated.

SEC. 18. (a) Either tribe, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof, is hereby authorized to commence or defend in the District Court an action or actions against the other tribe for the following purposes if such action or actions are not settled pursuant to section 3 or 4:

25 USC 640d-17.

(1) for an accounting of all sums collected by either tribe since the 17th day of September 1957 as trader license fees or commissions, lease proceeds, or other similar charges for the doing of business or the use of lands within the joint use area, and judgment for one-half of all sums so collected, and not paid to the other tribe, together with interest at the rate of 6 per centum per annum compounded annually;

(2) for the determination and recovery of the fair value of the grazing and agricultural use by either tribe and its individual members since the 28th day of September 1962 of the undivided one-half interest of the other tribe in the lands within the joint use area, together with interest at the rate of 6 per centum per annum compounded annually, notwithstanding the fact that the tribes are tenants in common of such lands; and

(3) for the adjudication of any claims that either tribe may have against the other for damages to the lands to which title was quieted as aforesaid by the United States District Court for the District of Arizona in such tribes, share and share alike, subject to the trust title of the United States, without interest, notwithstanding the fact that such tribes are tenants in common of such lands: *Provided*, That the United States may be joined as a party to such an action and, in such case, the provisions of sections 1346(a)(2) and 1505 of title 28, United States Code, shall not be applicable to such action.

(b) Neither laches nor the statute of limitations shall constitute a defense to any action authorized by this Act for existing claims if commenced within two years from the effective date of this Act or one hundred and eighty days from the date of issuance of an order of the District Court pursuant to section 3 or 4, whichever is later.

(c) Either tribe may institute such further original, ancillary, or supplementary actions against the other tribe as may be necessary or desirable to insure the quiet and peaceful enjoyment of the reservation lands of the tribes by the tribes and the members thereof, and to fully accomplish all objects and purposes of this Act. Such actions may be commenced in the District Court by either tribe against the other, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof.

(d) Except as provided in clause (3) of subsection (a) of this section, the United States shall not be an indispensable party to any action or actions commenced pursuant to this section. Any judgment or judgments by the District Court in such action or actions shall not be regarded as a claim or claims against the United States.

(e) All applicable provisional and final remedies and special proceedings provided for by the Federal Rules of Civil Procedure and all other remedies and processes available for the enforcement and collection of judgments in the district courts of the United States may be used in the enforcement and collection of judgments obtained pursuant to the provisions of this Act.

SEC. 19. (a) Notwithstanding any provision of this Act, or any order of the District Court pursuant to section 3 or 4, the Secretary is authorized and directed to immediately commence reduction of the

25 USC 640d-18.

numbers of all the livestock now being grazed upon the lands within the joint use area and complete such reductions to carrying capacity of such lands, as determined by the usual range capacity standards as established by the Secretary after the date of enactment of this Act. The Secretary is directed to institute such conservation practices and methods within such area as are necessary to restore the grazing potential of such area to the maximum extent feasible.

(b) The Secretary, upon the date of issuance of an order of the District Court pursuant to sections 8 and 3 or 4, shall provide for the survey location of monuments, and fencing of boundaries of any lands partitioned pursuant to sections 8 and 3 or 4.

25 USC 640d-19.

SEC. 20. The members of the Hopi Tribe shall have perpetual use of Cliff Spring as shown on USGS 7½ minute Quad named Toh Ne Zhonnie Spring, Arizona, Navajo County, dated 1968; and located 1,250 feet west and 200 feet south of the intersection of 36 degrees, 17 minutes, 30 seconds north latitude and 110 degrees, 9 minutes west longitude, as a shrine for religious ceremonial purposes, together with the right to gather branches of fir trees growing within a 2-mile radius of said spring for use in such religious ceremonies, and the further right of ingress, egress, and regress between the Hopi Reservation and said spring. The Hopi Tribe is hereby authorized to fence said spring upon the boundary line as follows:

Beginning at a point on the 36 degrees, 17 minutes, 30 seconds north latitude 500 feet west of its intersection with 110 degrees, 9 minutes west longitude, the point of beginning;

thence north 46 degrees west, 500 feet to a point on the rim top at elevation 6,900 feet;

thence southwesterly 1,200 feet (in a straight line) following the 6,900 feet contour;

thence south 46 degrees east, 600 feet;

thence north 38 degrees east, 1,300 feet to the point of beginning, 23.8 acres more or less: *Provided*, That, if and when such spring is fenced, the Hopi Tribe shall pipe the water therefrom to the edge of the boundary as hereinabove described for the use of residents of the area. The natural stand of fir trees within such 2-mile radius shall be conserved for such religious purposes.

25 USC 640d-20.

SEC. 21. Notwithstanding anything contained in this Act to the contrary, the Secretary shall make reasonable provision for the use of and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

25 USC 640d-21.

SEC. 22. The availability of financial assistance or funds paid pursuant to this Act may not be considered as income or resources or otherwise utilized as the basis (1) for denying a household or member thereof participation in any federally assisted housing program or (2) for denying or reducing the financial assistance or other benefits to which such household or member would otherwise be entitled to under the Social Security Act or any other Federal or federally assisted program. None of the funds provided under this Act shall be subject to Federal or State income taxes.

25 USC 640d-22.

SEC. 23. The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

25 USC 640d-23.

SEC. 24. If any provision of this Act, or the application of any provision to any person, entity or circumstance, is held invalid, the remainder of this Act shall not be affected thereby.

25 USC 640d-24.

SEC. 25. (a) (1) For the purpose of carrying out the provisions of section 15, there is hereby authorized to be appropriated not to exceed \$31,500,000.

(2) For the purpose of carrying out the provisions of subsection (a) of section 19, there is hereby authorized to be appropriated not to exceed \$10,000,000.

(3) For the purpose of carrying out the provisions of subsection (b) of section 19, there is hereby authorized to be appropriated not to exceed \$500,000.

(4) For the purpose of carrying out the provisions of subsection (b) of section 14, there is hereby authorized to be appropriated not to exceed \$5,500,000.

(5) There is hereby authorized to be appropriated annually not to exceed \$500,000 for the expenses of the Commission.

(6) There is hereby authorized to be appropriated not to exceed \$500,000 for the services and expenses of the Mediator and the assistants and consultants retained by him: *Provided*, That, any contrary provision of law notwithstanding, until such time as funds are appropriated and made available pursuant to this authorization, the Director of the Federal Mediation and Conciliation Service is authorized to provide for the services and expenses of the Mediator from any other appropriated funds available to him and to reimburse such appropriations when funds are appropriated pursuant to this authorization, such reimbursement to be credited to appropriations currently available at the time of receipt thereof.

(b) The funds appropriated pursuant to the authorizations provided in this Act shall remain available until expended.

Sec. 26. Section 10 of the Act entitled "An Act to promote the rehabilitation of the Navajo and Hopi Tribes of Indians and a better utilization of the resources of the Navajo and Hopi Indian Reservations, and for other purposes", approved April 19, 1950 (64 Stat. 47; 25 U.S.C. 640) is repealed effective close of business December 31, 1974.

Approved December 22, 1974.

Repeal.

Effective date.

Public Law 93-532

AN ACT

Relating to former Speakers of the House of Representatives.

December 22, 1974

[H. R. 17026]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) the provisions of H. Res. 1238, Ninety-first Congress, as enacted into permanent law by the Supplemental Appropriations Act, 1971 (84 Stat. 1989), are hereby extended to, and made applicable with respect to, each former Speaker of the House of Representatives, as long as he determines there is need therefor, commencing at the expiration of his term of office as Representative in Congress.

Former Speakers
of the House of
Representatives.

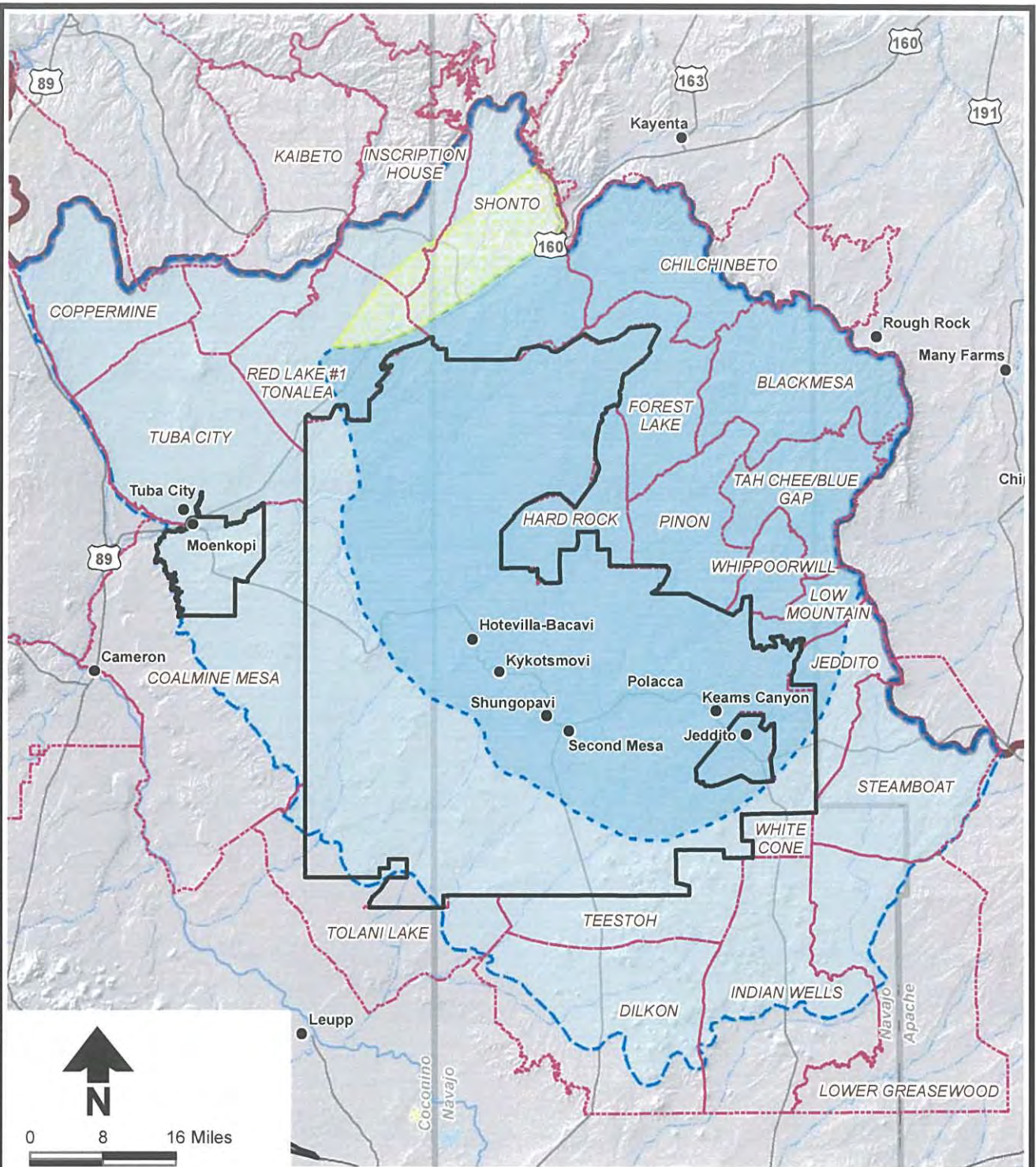
(b) Subsection (a) shall not apply with respect to any former Speaker of the House of Representatives for any period during which such former Speaker holds an appointive or elective office or position in or under the Federal Government or the government of the District of Columbia to which is attached a rate of pay other than a nominal rate or to any former Speaker separated from the service by reason of expulsion from the House.

Approved December 22, 1974.

EXHIBIT 3.1.24

ATTACHED

Q:\PROJECTS\HOP1_WATER_RIGHTS_SETTLEMENT\GIS\MXDS\2024\EXHIBIT_3_1_24_EXTENT_CONFINED_PORTION_N_AQUIFER.MXD



Explanation

- Town or village
- LCR Basin boundary
- ▭ Hopi Reservation
- ▭ Navajo Nation chapter
- ▭ N-Aquifer extent
- ▭ Confined N-Aquifer extent
- ▭ Shonto Recharge Area
- ▭ County boundary

Note: Exhibit may be modified by mutual consent of the Hopi Tribe and the Navajo Nation.

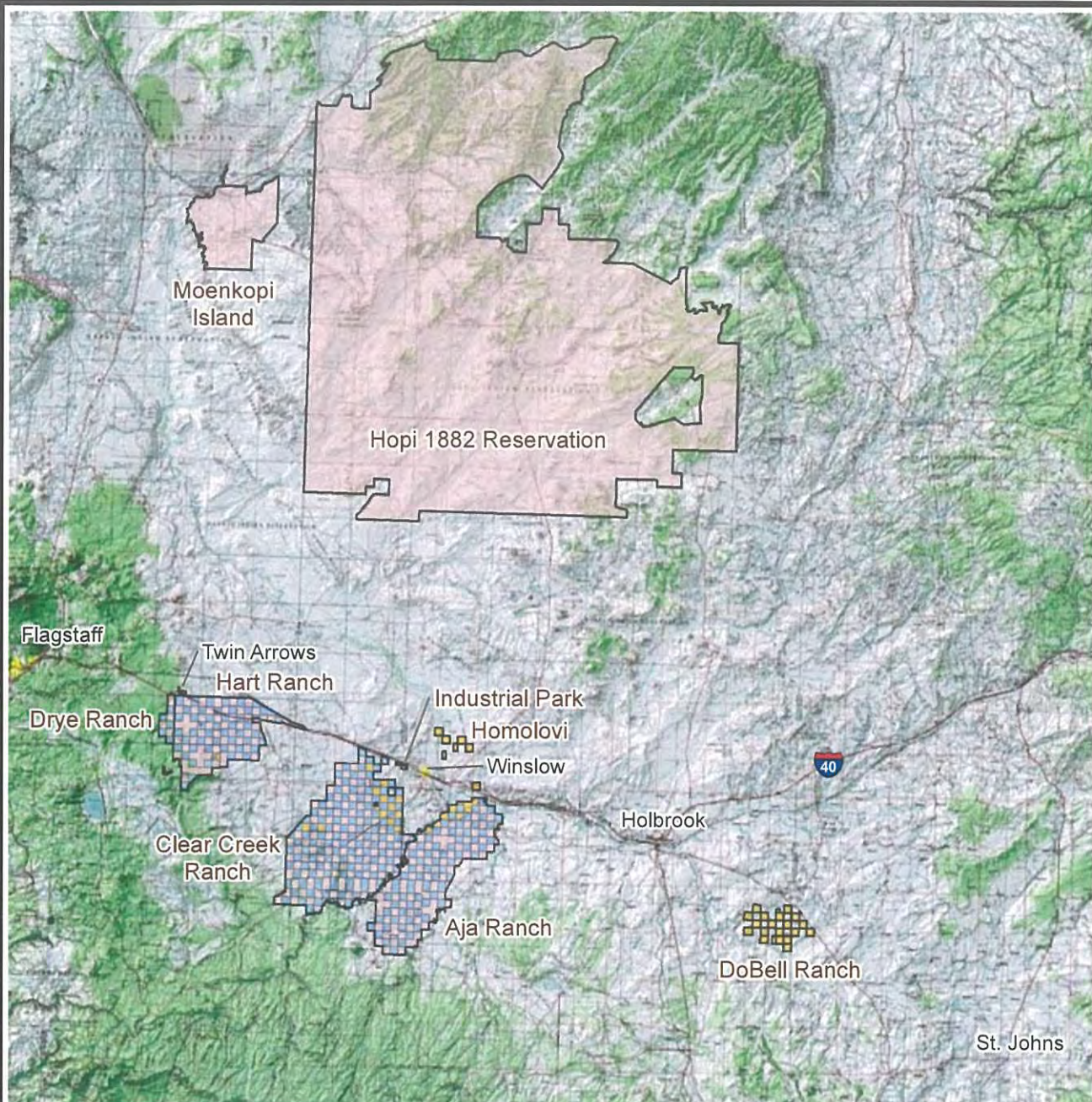
EXHIBIT 3.1.47

Form of Gila River Judgment and Decree

IN PROCESS OF FINALIZATION

EXHIBIT 3.1.56

ATTACHED



Q:\PROJECTS\HOPI_WATER_RIGHTS_SETTLEMENT\GIS\MXDS\2024\HOPI_TRIBE_LANDS.MXD



Explanation

- Hopi land held in trust
- Hopi fee land
- State land

Note:
Some ownership and locations
generally depicted due to scale

1:100,000 Topographic Map; USGS, ESRI et al.

EXHIBIT 3.1.82

Form of LCR Judgment and Decree

IN PROCESS OF FINALIZATION

EXHIBIT 3.1.83

ATTACHED

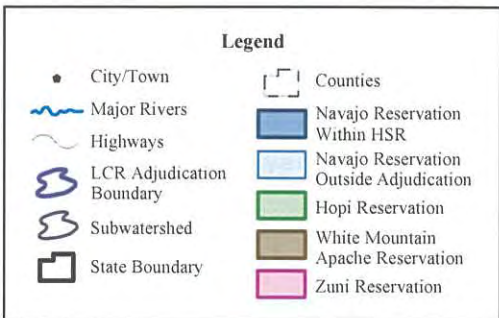
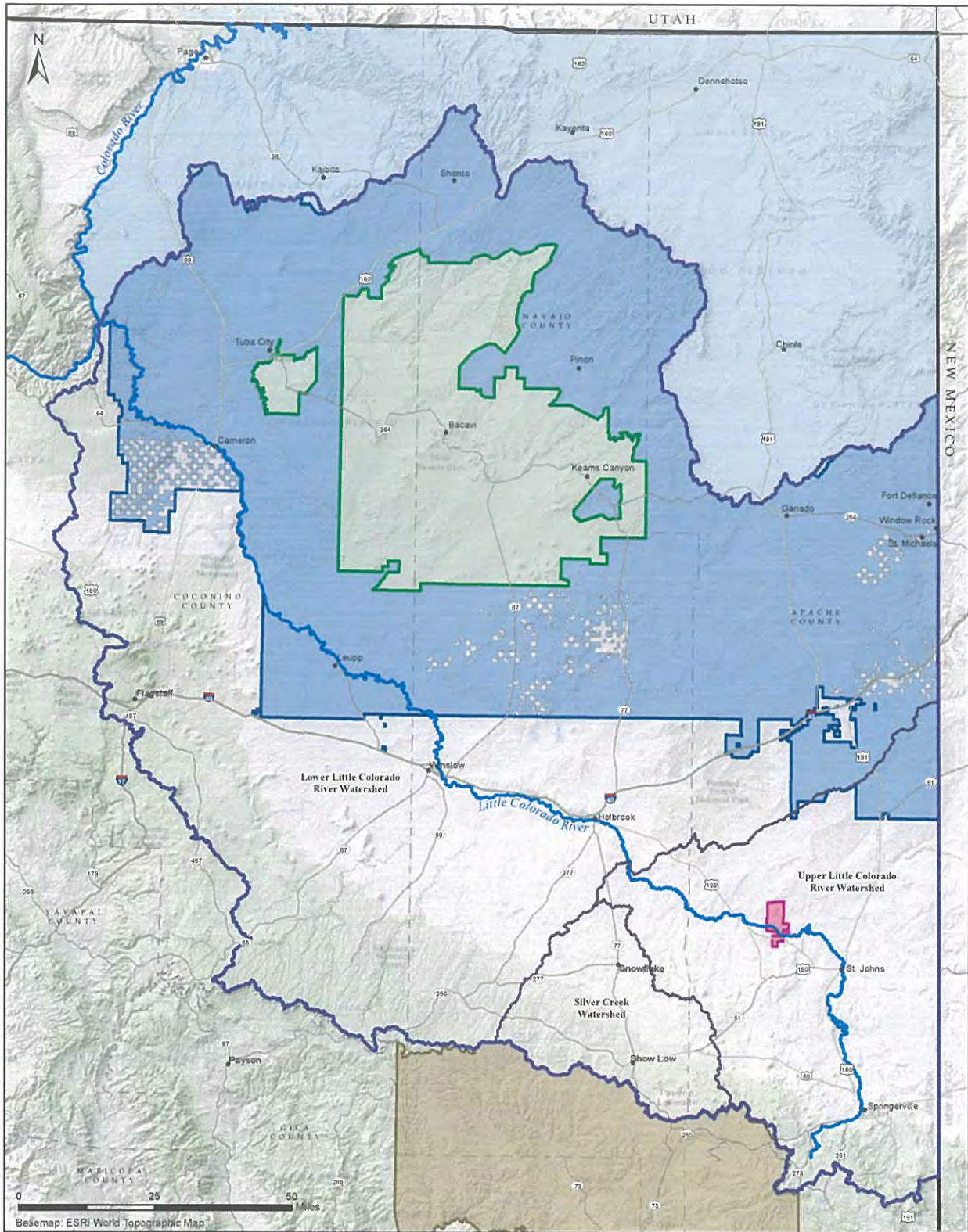


Exhibit 3.1.83
Location of the Navajo Reservation
Within the LCR Adjudication Area

Final Navajo Reservation HSR
within the LCR Watershed
DCMI, Stock and Wildlife Watering, & Stockponds


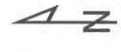
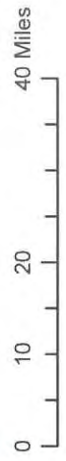
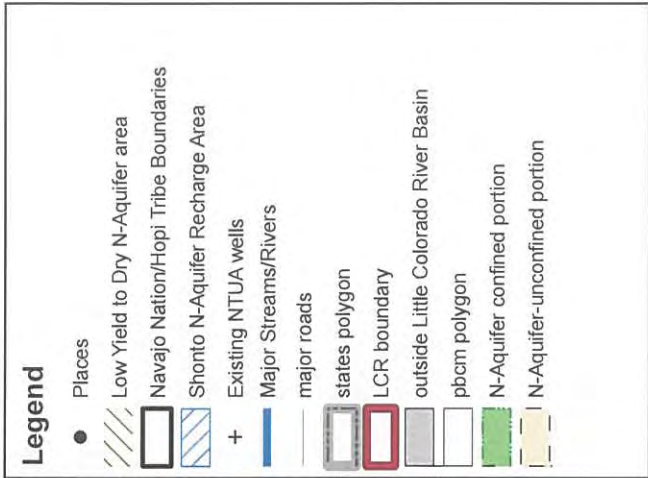
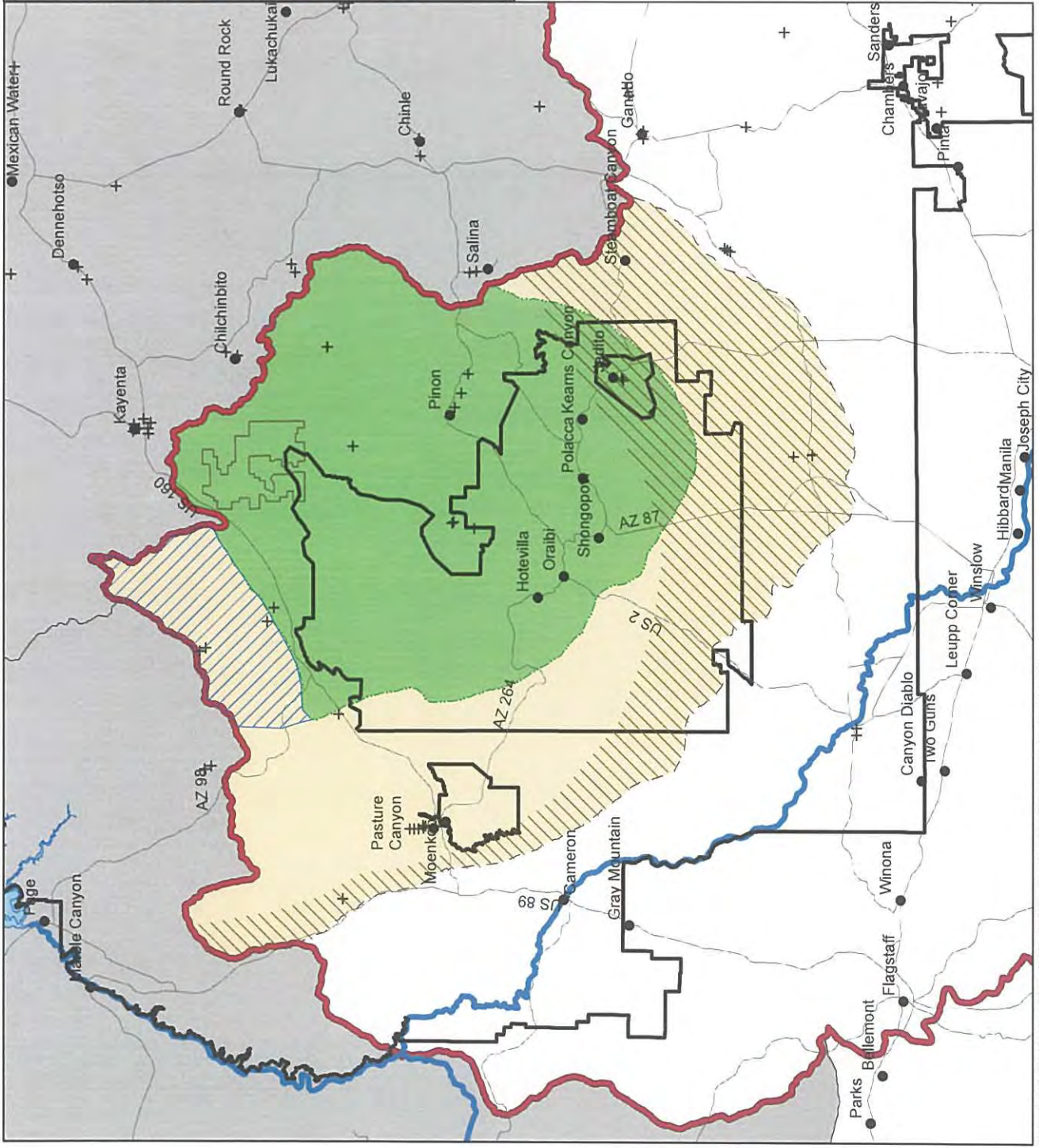

 ADWR December 2019

EXHIBIT 3.1.96

ATTACHED



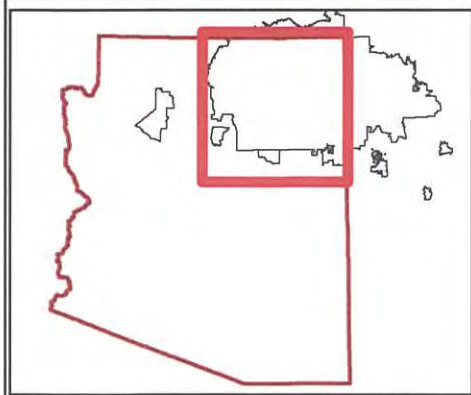
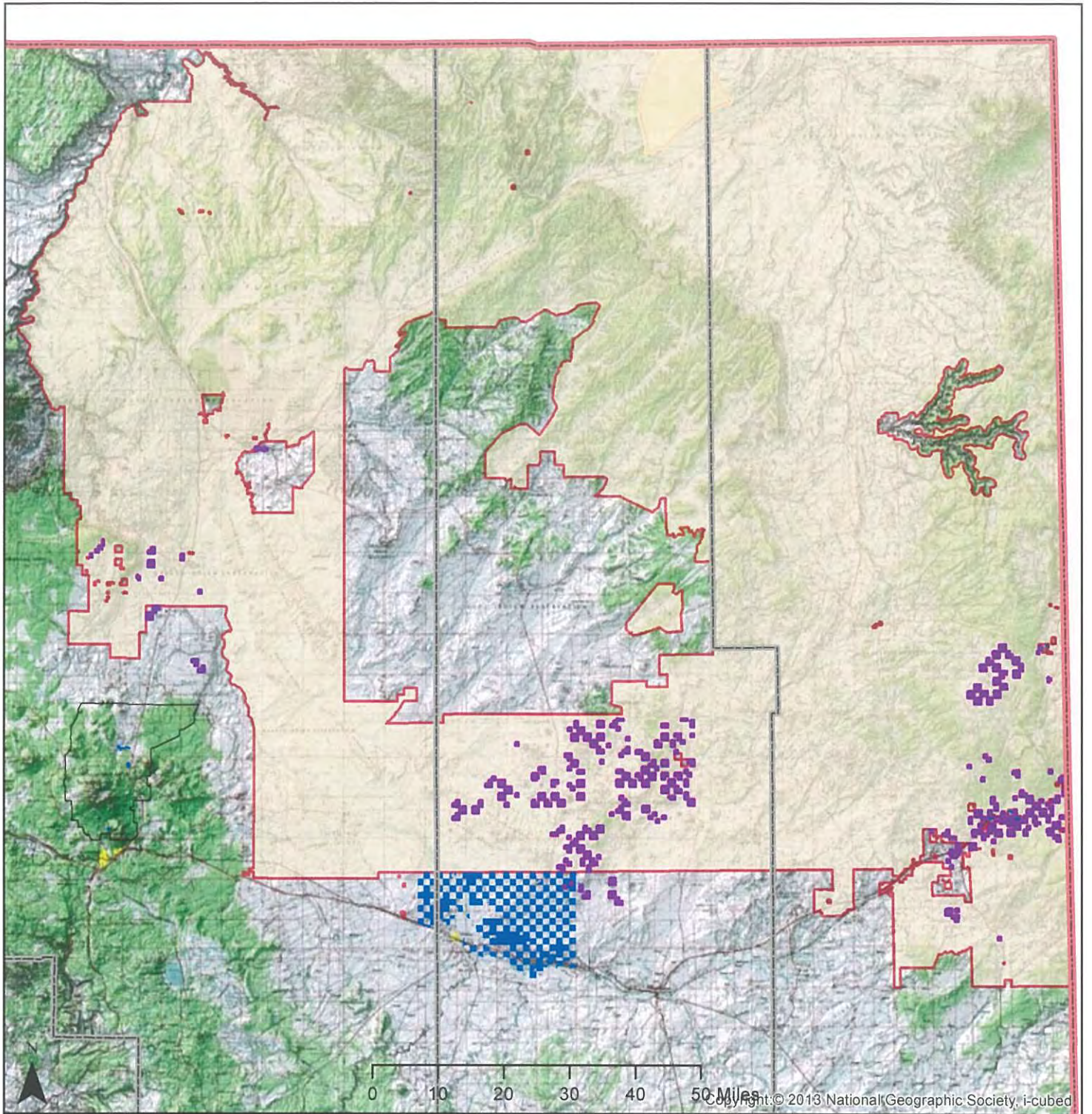
N-Aquifer Map Little Colorado River Basin Arizona



Q:\Projects\Hopi_Water_Rights_Settlement\Drawings\Exhibit 3.1.96 N-Aquifer Map (1)

EXHIBIT 3.1.112a

ATTACHED



Legend

-  Allotments
-  Navajo Fee
-  Navajo Reservation

*NN Land Status Data Source:
 NNLandStatus_2018.shp
 Navajo Land Department, 2018*

EXHIBIT No. 3.1.112a
**Navajo Nation Lands
 Trust, Fee Lands, and Indian Allotments**

Map by: NDWR, RLK 02-01-2024

EXHIBIT 3.1.112b

ATTACHED

Public Law 93-531

December 22, 1974
H. R. 103371

AN ACT

To provide for final settlement of the conflicting rights and interests of the Hopi and Navajo Tribes to and in lands lying within the joint use area of the reservation established by the Executive order of December 16, 1882, and lands lying within the reservation created by the Act of June 14, 1934, and for other purposes.

Indians,
Hopi and
Navajo Tribes,
Mediator,
25 USC 640d.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled. That, (a) within thirty days after enactment of this Act, the Director of the Federal Mediation and Conciliation Service shall appoint a Mediator (hereinafter referred to as the "Mediator") who shall assist in the negotiations for the settlement and partition of the relative rights and interests, as determined by the decision in the case of *Healing v. Jones* (240 F. Supp. 125, D. Ariz., 1962, aff'd 363 U.S. 758, 1963) (hereinafter referred to as the "Healing case"), of the Hopi and Navajo Tribes (hereinafter referred to as the "tribes") to and in lands within the reservation established by the Executive order of December 16, 1882, except land management district no. 6 (such lands hereinafter referred to as the "joint use area"). The Mediator shall not have any interest, direct or indirect, in the settlement of the interests and rights set out in this subsection. The duties of the Mediator shall cease upon the entering of a full agreement into the records of the supplemental proceedings pursuant to section 3 or the submission of a report to the District Court after a default in negotiations or a partial agreement pursuant to section 4.

(b) The proceedings in which the Mediator shall be acting under the provisions of this Act shall be the supplemental proceedings in the Healing case now pending in the United States District Court for the District of Arizona (hereinafter referred to as "the District Court").

(c) (1) The Mediator is authorized to request from any department, agency, or independent instrumentality of the Federal Government any information, personnel, service, or materials he deems necessary to carry out his responsibilities under the provisions of this Act. Each such department, agency, or instrumentality is authorized to cooperate with the Mediator and to comply with such requests to the extent permitted by law, on a reimbursable or nonreimbursable basis.

Interagency
Committee,
Establishment,

(2) To facilitate the expeditious and orderly compilation and development of factual information relevant to the negotiating process, the President shall, within fifteen days of enactment of this Act, establish an interagency committee chaired by the Secretary of the Interior (hereinafter referred to as the "Secretary") to develop relevant information and to respond to the requests of the Mediator.

(d) The Secretary shall appoint a full-time representative as his liaison with the Mediator to facilitate the provision of information and assistance requested by the Mediator from the Department of the Interior.

(e) The Mediator may retain the services of such staff assistants and consultants as he shall deem necessary, subject to the approval of the Director of the Federal Mediation and Conciliation Service.

Negotiating
Team,
25 USC 640d-1.

SEC. 2. (a) Within thirty days after enactment of this Act, the Secretary shall communicate in writing with the tribal councils of the tribes directing the appointment of a negotiating team representing each tribe. Each negotiating team shall be composed of not more than five members to be certified by appropriate resolution of the respective tribal council. Each tribal council shall promptly fill any vacancies which may occur on its negotiating team. Notwithstanding any other

provision of law, each negotiating team, when appointed and certified, shall have full authority to bind its tribe with respect to any other matter concerning the joint use area within the scope of this Act.

(b) In the event either or both of the tribal councils fail to select and certify a negotiating team within thirty days after the Secretary communicates with the tribal council under subsection (a) of this section or to select and certify a replacement member within thirty days of the occurrence of a vacancy, the provisions of subsection (a) of section 4 shall become effective.

(c) Within fifteen days after formal certification of both negotiating teams to the Mediator, the Mediator shall schedule the first negotiating session at such time and place as he deems appropriate. The negotiating sessions, which shall be chaired by the Mediator, shall be held at such times and places as the Mediator deems appropriate. At such sessions, the Mediator may, if he deems it appropriate, put forward his own suggestions for procedure, the agenda, and the resolution of the issues in controversy.

Negotiating
session.

(d) In the event either negotiating team fails to attend two consecutive sessions or, in the opinion of the Mediator, either negotiating team fails to bargain in good faith or an impasse is reached, the provisions of subsection (a) of section 4 shall become effective.

(e) In the event of a disagreement within a negotiating team the majority of the members of the team shall prevail and act on behalf of the team unless the resolution of the tribal council certifying the team specifically provides otherwise.

SEC. 3. (a) If, within one hundred and eighty days after the first session scheduled by the Mediator under subsection (c) of section 2, full agreement is reached, such agreement shall be put in such form as the Mediator determines best expresses the intent of the tribes and shall then be submitted to the Secretary and the Attorney General of the United States for their comments as they relate to the interest of the United States in the proceedings. These comments are to be submitted to the Mediator and the negotiating teams within thirty days. The negotiating teams and the Mediator shall then consider the comments and, if agreement can still be reached on terms acceptable to the negotiating teams and the Mediator within sixty days of receipt by him of the comments, the agreement shall be put in final written form and shall be signed by the members of the negotiating teams and the Mediator. The Mediator shall then cause the agreement to be entered into the records of the supplemental proceedings in the Healing case. The provisions of the agreement shall be reviewed by the District Court, modified where necessary, and put into effect immediately thereafter.

Full agreement.
25 USC 640d-2.

(b) If, within the one hundred and eighty day period referred to in subsection (a) of this section, a partial agreement has been reached between the tribes and they wish such partial agreement to go into effect, they shall follow the procedure set forth in said subsection (a). The partial agreement shall then be considered by the Mediator in preparing his report, and the District Court in making a final adjudication, pursuant to section 4.

Partial agree-
ment.

(c) For the purpose of this section, the negotiating teams may make any provision in the agreement or partial agreement not inconsistent with existing law. No such agreement or any provision in it shall result in a taking by the United States of private property compensable under the Fifth Amendment of the Constitution of the United States.

USC prec. title
1,
25 USC 640d-3.

SEC. 4. (a) If the negotiating teams fail to reach full agreement within the time period allowed in subsection (a) of section 3 or if one or both of the tribes are in default under the provisions of subsections (b) or (d) of section 2, the Mediator, within ninety days thereafter, shall prepare and submit to the District Court a report containing his

Report to Dis-
trict Court.

District Court,
review and rec-
ommendations.

recommendations for the settlement of the interests and rights set out in subsection (a) of section 1 which shall be most reasonable and equitable in light of the law and circumstances and consistent with the provisions of this Act. Following the District Court's review of the report and recommendations (which are not binding thereon) and any further proceedings which the District Court may schedule, the District Court is authorized to make a final adjudication, including partition of the joint use area, and enter the judgments in the supplemental proceedings in the Healing case.

Hearing.

(b) Any proceedings as authorized in subsection (a) hereof shall be assigned for hearing at the earliest possible date, shall take precedence over all other matters pending on the docket of the District Court at that time, and shall be expedited in every way by the Court.

Settlement
guidelines.
25 USC 640d-4.

SEC. 5. (a) For the purpose of facilitating an agreement pursuant to section 3 or preparing a report pursuant to section 4, the Mediator is authorized—

(1) notwithstanding the provisions of section 2 of the Act of May 25, 1918 (40 Stat. 570), to recommend that, subject to the consent of the Secretary, there be purchased or otherwise acquired additional lands for the benefit of either tribe from the funds of either tribe or funds under any other authority of law;

Restoration
of lands.

(2) to recommend that, subject to the consent of the Secretary, there be undertaken a program of restoration of lands lying within the joint use area, employing for such purpose funds authorized by this Act, funds of either tribe, or funds under any other authority of law;

(3) to recommend that, subject to the consent of the Secretary, there be undertaken a program for relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area;

(4) to recommend, in exceptional cases where necessary to prevent personal hardship, a limited tenure for residential use, not exceeding a life estate, and a phased relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area; and

(5) to make any other recommendations as are in conformity with this Act and the Healing case to facilitate a settlement.

(b) The authorizations contained in subsection (a) of this section shall be discretionary and shall not be construed to represent any directive of the Congress.

Report.
25 USC 640d-5.

SEC. 6. The Mediator in preparing his report, and the District Court in making the final adjudication, pursuant to section 4, shall consider and be guided by the decision of the Healing case, under which the tribes have joint, undivided, and equal interests in and to all of the joint use area; by any partial agreement reached by the parties under subsection (b) of section 3; by the last best offer for a complete settlement as a part of the negotiating process by each of the tribes; and by the following:

(a) The rights and interests, as defined in the Healing case, of the Hopi Tribe in and to that portion of the reservation established by the Executive order of December 16, 1882, which is known as land management district no. 6 (hereinafter referred to as the "Hopi Reservation") shall not be reduced or limited in any manner.

(b) The boundary lines resulting from any partitioning of lands in the joint use area shall be established so as to include the higher density population areas of each tribe within the portion of the lands partitioned to such tribe to minimize and avoid undue social, economic, and cultural disruption insofar as practicable.

(c) In any division of the surface rights to the joint use area, reasonable provision shall be made for the use of and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

(d) In any partition of the surface rights to the joint use area, the lands shall, insofar as is practicable, be equal in acreage and quality: *Provided*, That if such partition results in a lesser amount of acreage, or value, or both to one tribe such differential shall be fully and finally compensable to such tribe by the other tribe. The value of the land for the purposes of this subsection shall be based on not less than its value with improvements and its grazing capacity fully restored: *Provided further*, That, in the determination of compensation for any such differential, the Federal Government shall pay any difference between the value of the particular land involved in its existing state and the value of such land in a fully restored state which results from damage to the land which the District Court finds attributable to a failure of the Federal Government to provide protection where such protection is or was required by law or by the demands of the trust relationship.

(e) Any lands partitioned to each tribe in the joint use area shall, where feasible and consistent with the other provisions of this section, be contiguous to the reservation of each such tribe.

(f) Any boundary line between lands partitioned to the two tribes in the joint use area shall, insofar as is practicable, follow terrain which will facilitate fencing or avoid the need for fencing.

(g) Any claim the Hopi Tribe may have against the Navajo Tribe for an accounting of all sums collected by the Navajo Tribe since September 17, 1957, as trader license fees or commissions, lease rental or proceeds, or other similar charges for doing business or for damages in the use of lands within the joint use area, shall be for a one-half share in such sums.

(h) Any claim the Hopi Tribe may have against the Navajo Tribe for the determination and recovery of the fair value of the grazing and agricultural use of the lands within the joint use area by the Navajo Tribe and its individual members, since September 28, 1962, shall be for one-half of such value.

SEC. 7. Partition of the surface of the lands of the joint use area shall not affect the joint ownership status of the coal, oil, gas, and all other minerals within or underlying such lands. All such coal, oil, gas, and other minerals within or underlying such lands shall be managed jointly by the two tribes, subject to supervision and approval by the Secretary as otherwise required by law, and the proceeds therefrom shall be divided between the tribes, share and share alike.

Joint ownership
of minerals.
25 USC 640d-6.

SEC. 8. (a) Either tribe, acting through the chairman of its tribal council for and on behalf of the tribe, is each hereby authorized to commence or defend in the District Court an action against the other tribe and any other tribe of Indians claiming any interest in or to the area described in the Act of June 14, 1934, except the reservation established by the Executive Order of December 16, 1882, for the purpose of determining the rights and interests of the tribes in and to such lands and quieting title thereto in the tribes.

25 USC 640d-7.

(b) Lands, if any, in which the Navajo Tribe or Navajo individuals are determined by the District Court to have the exclusive interest shall continue to be a part of the Navajo Reservation. Lands, if any, in which the Hopi Tribe, including any Hopi village or clan thereof, or Hopi individuals are determined by the District Court to have the exclusive interest shall thereafter be a reservation for the Hopi Tribe. Any lands in which the Navajo and Hopi Tribes or Navajo or Hopi individuals are determined to have a joint or undivided interest

shall be partitioned by the District Court on the basis of fairness and equity and the area so partitioned shall be retained in the Navajo Reservation or added to the Hopi Reservation, respectively.

(c) The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

(d) Nothing in this section shall be deemed to be a Congressional determination of the merits of the conflicting claims to the lands that are subject to adjudication pursuant to this section, or to affect the liability of the United States, if any, under litigation now pending before the Indian Claims Commission.

(c) The Secretary of the Interior is authorized to pay any or all appropriate legal fees, court costs, and other related expenses arising out of, or in connection with, the commencing of, or defending against, any action brought by the Navajo or Hopi Tribe under this section.

Paiute Indians,
allotment.
25 USC 640d-8.

SEC. 9. Notwithstanding any other provision of this Act, the Secretary is authorized to allot in severalty to individual Paiute Indians, not now members of the Navajo Tribe, who are located within the area described in the Act of June 14, 1934 (48 Stat. 960), and who were located within such area, or are direct descendants of Paiute Indians who were located within such area, on the date of such Act, land in quantities as specified in section 1 of the Act of February 8, 1887 (24 Stat. 388), as amended (25 U.S.C. 331), and patents shall be issued to them for such lands having the legal effect and declaring that the United States holds such land in trust for the sole use and benefit of each allottee and, following his death, of his heirs according to the laws of the State of Arizona.

25 USC 640d-9.

SEC. 10. (a) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Navajo Tribe pursuant to section 3 or 4 and the lands described in the Act of June 14, 1934 (48 Stat. 960), except the lands as described in section 8, shall be held in trust by the United States exclusively for the Navajo Tribe and as a part of the Navajo Reservation.

(b) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Hopi Tribe pursuant to section 3 or 4 and the lands as described in section 8 shall be held in trust by the United States exclusively for the Hopi Tribe and as a part of the Hopi Reservation.

25 USC 640d-10.

SEC. 11. (a) The Secretary is authorized and directed to transfer not to exceed 250,000 acres of lands under the jurisdiction of the Bureau of Land Management within the States of Arizona or New Mexico to the Navajo Tribe: *Provided*, That the Navajo Tribe shall pay to the United States the fair market value for such lands as may be determined by the Secretary. Such lands shall, if possible, be contiguous or adjacent to the existing Navajo Reservation. Title to such lands which are contiguous or adjacent to the Navajo Reservation shall be taken by the United States in trust for the benefit of the Navajo Tribe.

(b) Any private lands the Navajo Tribe acquires which are contiguous or adjacent to the Navajo Reservation may be taken by the United States in trust for the benefit of the Navajo Tribe: *Provided*, That the land acquired pursuant to subsection (a) and this subsection shall not exceed a total of 250,000 acres.

Navajo and
Hopi Indian
Relocation Com-
mission.
Establishment.
25 USC 640d-11.

SEC. 12. (a) There is hereby established as an independent entity in the executive branch the Navajo and Hopi Indian Relocation Commission (hereinafter referred to as the "Commission").

(b) The Commission shall be composed of three members appointed by the Secretary within sixty days of enactment of this Act.

(c) The Commission shall elect a Chairman and Vice Chairman from among its members.

(d) Two members of the Commission shall constitute a quorum. Any vacancy in the Commission shall not affect its powers, but shall be filled in the same manner in which the original appointment was made.

(e) Each member of the Commission who is not otherwise employed by the United States Government shall receive an amount equal to the daily rate paid a GS-18 under the General Schedule contained in section 5332 of title 5, United States Code, for each day (including time in travel) or portion thereof during which such member is engaged in the actual performance of his duties as a member of the Commission. A member of the Commission who is an officer or employee of the United States shall serve without additional compensation. All members of the Commission shall be reimbursed for travel, subsistence, and other expenses incurred by them in the performance of their duties.

5 USC 5332
note.

(f) The first meeting of the Commission shall be called by the Secretary forthwith following the date on which a majority of the members of such Commission are appointed and qualified under this Act, but in no event later than sixty days following such date.

(g) Subject to such rules and regulations as may be adopted by the Commission, the Chairman shall have the power to—

Rules and
regulations.

(1) appoint and fix the compensation of an Executive Director, and such additional staff personnel as he deems necessary, without regard to the provisions of title 5, United States Code, governing appointments in the competitive service, and without regard to chapter 51 and subchapter III of chapter 53 of such title relating to classification and General Schedule pay rates, but at rates not in excess of the maximum rate for GS-18 of the General Schedule under section 5332 of such title; and

(2) procure temporary and intermittent services to the same extent as is authorized by section 3109 of title 5, United States Code, but at rates not to exceed \$150 a day for individuals.

(h) The Department of the Interior shall furnish, on a non-reimbursable basis, necessary administrative and housekeeping services for the Commission.

(i) The Commission shall cease to exist when the President determines that its functions have been fully discharged.

Sec. 13. (a) Within the twenty-four month period following the date of issuance of an order of the District Court pursuant to section 3 or 4, the Commission shall prepare and submit to the Congress a report concerning the relocation of households and members thereof of each tribe, and their personal property, including livestock, from lands partitioned to the other tribe pursuant to sections 8 and 3 or 4.

25 USC 640d-12.

Report to
Congress.

(b) Such report shall contain, among other matters, the following:

(1) the names of all members of the Navajo Tribe who reside within the areas partitioned to the Hopi Tribe and the names of all members of the Hopi Tribe who reside within the areas partitioned to the Navajo Tribe; and

(2) the fair market value of the habitations and improvements owned by the heads of households identified by the Commission as being among the persons named in clause (1) of this subsection.

(c) Such report shall include a detailed plan providing for the relocation of the households and their members identified pursuant to clause (1) of subsection (b) of this section. Such plan (hereinafter referred to as the "relocation plan") shall—

(1) be developed to the maximum extent feasible in consultation with the persons involved in such relocation and appropriate representatives of their tribal councils;

(2) take into account the adverse social, economic, cultural, and other impacts of relocation on persons involved in such relocation and be developed to avoid or minimize, to the extent possible, such impacts;

(3) identify the sites to which such households shall be relocated, including the distance involved;

(4) assure that housing and related community facilities and services, such as water, sewers, roads, schools, and health facilities, for such households shall be available at their relocation sites; and

(5) take effect thirty days after the date of submission to the Congress pursuant to subsection (a) of this section: *Provided, however,* That the Commission is authorized and directed to proceed with voluntary relocations as promptly as practicable following its first meeting.

Voluntary re-
locations.
25 USC 640d-13.

SEC. 14. (a) Consistent with section 8 and the order of the District Court issued pursuant to section 3 or 4, the Commission is authorized and directed to relocate pursuant to section 8 and such order all households and members thereof and their personal property, including livestock, from any lands partitioned to the tribe of which they are not members. The relocation shall take place in accordance with the relocation plan and shall be completed by the end of five years from the date on which the relocation plan takes effect. No further settlement of Navajo individuals on the lands partitioned to the Hopi Tribe pursuant to this Act or on the Hopi Reservation shall be permitted unless advance written approval of the Hopi Tribe is obtained. No further settlement of Hopi individuals on the lands partitioned to the Navajo Tribe pursuant to this Act or on the Navajo Reservation shall be permitted unless advance written approval of the Navajo Tribe is obtained. No individual shall hereafter be allowed to increase the number of livestock he grazes on any area partitioned pursuant to this Act to the tribe of which he is not a member, nor shall he retain any grazing rights in any such area subsequent to his relocation therefrom.

Assistance pay-
ments.

(b) In addition to the payments made pursuant to section 15, the Commission shall make payments to heads of households identified in the report prepared pursuant to section 13 upon the date of relocation of such households, as determined by the Commission, in accordance with the following schedule:

(1) the sum of \$5,000 to each head of a household who, prior to the expiration of one year after the effective date of the relocation plan, contracts with the Commission to relocate;

(2) the sum of \$4,000 to each head of a household who is not eligible for the payment provided for in clause (1) of this subsection but who, prior to the expiration of two years after the effective date of the relocation plan, contracts with the Commission to relocate;

(3) the sum of \$3,000 to each head of a household who is not eligible for the payments provided for in clause (1) or (2) of this subsection but who, prior to the expiration of three years after the effective date of the relocation plan, contracts with the Commission to relocate; and

(4) the sum of \$2,000 to each head of a household who is not eligible for the payments provided for in clause (1), (2), or (3) of this subsection but who, prior to the expiration of four years after the effective date of the relocation plan, contracts with the Commission to relocate.

(c) No payment shall be made pursuant to this section to or for any person who, after May 29, 1974, moved into an area partitioned pur-

suant to section 8 or section 3 or 4 to a tribe of which he is not a member.

SEC. 15. (a) The Commission shall purchase from the head of each household whose household is required to relocate under the terms of this Act the habitation and other improvements owned by him on the area from which he is required to move. The purchase price shall be the fair market value of such habitation and improvements as determined under clause (2) of subsection (b) of section 13.

Replacement
housing.
25 USC 640d-14.

Fair market
value.

(b) In addition to the payments made pursuant to subsection (a) of this section, the Commission shall:

(1) reimburse each head of a household whose household is required to relocate pursuant to this Act for the actual reasonable moving expenses of the household as if the household members were displaced persons under section 202 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894);

42 USC 4622.

(2) pay to each head of a household whose household is required to relocate pursuant to this Act an amount which, when added to the fair market value of the habitation and improvements purchased under subsection (a) of this section, equals the reasonable cost of a decent, safe, and sanitary replacement dwelling adequate to accommodate such household: *Provided*, That the additional payment authorized by this paragraph (2) shall not exceed \$17,000 for a household of three or less and not more than \$25,000 for a household of four or more, except that the Commission may, after consultation with the Secretary of Housing and Urban Development, annually increase or decrease such limitations to reflect changes in housing development and construction costs, other than costs of land, during the preceding year: *Provided further*, That the additional payment authorized by this subsection shall be made only to a head of a household required to relocate pursuant to this Act who purchases and occupies such replacement dwelling not later than the end of the two-year period beginning on the date on which he receives from the Commission final payment for the habitation and improvements purchased under subsection (a) of this section, or on the date on which such household moves from such habitation, whichever is the later date. The payments made pursuant to this paragraph (2) shall be used only for the purpose of obtaining decent, safe, and sanitary replacement dwellings adequate to accommodate the households relocated pursuant to this Act.

Additional pay-
ment.

(c) In implementing subsection (b) of this section, the Commission shall establish standards consistent with those established in the implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894). No payment shall be made pursuant to this section to or for any person who, later than one year prior to the date of enactment of this Act, moved into an area partitioned pursuant to section 8 or section 3 or 4 to a tribe of which he is not a member.

42 USC 4601
note.

(d) The Commission shall be responsible for the provision of housing for each household eligible for payments under this section in one of the following manners:

(1) Should any head of household apply for and become a participant or homebuyer in a mutual help housing or other homeownership opportunity project undertaken under the United States Housing Act of 1937 (50 Stat. 888), as amended (42 U.S.C. 1401), or in any other federally assisted housing program now or hereafter established, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section

and under subsection (a) of this section shall be paid to the local housing agency or sponsor involved as a voluntary equity payment and shall be credited against the outstanding indebtedness or purchase price of the household's home in the project in a manner which will accelerate to the maximum extent possible the achievement by that household of debt free homeownership.

(2) Should any head of household wish to purchase or have constructed a dwelling which the Commission determines is decent, safe, sanitary, and adequate to accommodate the household, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section shall be paid to such head of household in connection with such purchase or construction in a manner which the Commission determines will assure the use of the funds for such purpose.

(3) Should any head of household not make timely arrangements for relocation housing, or should any head of household elect and enter into an agreement to have the Commission construct or acquire a home for the household, the Commission may use the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section for the construction or acquisition (including enlargement or rehabilitation if necessary) of a home and related facilities for such household: *Provided*, That, the Commission may combine the funds for any number of such households into one or more accounts from which the costs of such construction or acquisition may be paid on a project basis and the funds in such account or accounts shall remain available until expended: *Provided further*, That the title to each home constructed or acquired by the Commission pursuant to this paragraph shall be vested in the head of the household for which it was constructed or acquired upon occupancy by such household, but this shall not preclude such home being located on land held in trust by the United States.

(e) The Commission is authorized to dispose of dwellings and other improvements acquired or constructed pursuant to this Act in such manner, including resale of such dwellings and improvements to members of the tribe exercising jurisdiction over the area at prices no higher than the acquisition or construction costs, as best effects section 8 and the order of the District Court pursuant to section 3 or 4.

25 USC 640d-15.

Sec. 16. (a) The Navajo Tribe shall pay to the Hopi Tribe the fair rental value as determined by the Secretary for all use by Navajo individuals of any lands partitioned to the Hopi Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

(b) The Hopi Tribe shall pay to the Navajo Tribe the fair rental value as determined by the Secretary for all use by Hopi individuals of any lands partitioned to the Navajo Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

25 USC 640d-16.

Sec. 17. (a) Nothing in this Act shall affect the title, possession, and enjoyment of lands heretofore allotted to Hopi and Navajo individuals for which patents have been issued. Such Hopi individuals living on the Navajo Reservation shall be subject to the jurisdiction of the Navajo Tribe and such Navajo individuals living on the Hopi Reservation shall be subject to the jurisdiction of the Hopi Tribe.

(b) Nothing in this Act shall require the relocation from any area partitioned pursuant to this Act of the household of any Navajo or Hopi individual who is employed by the Federal Government within such area or to prevent such employees or their households from residing in such areas in the future: *Provided*, That any such Federal

employee who would, except for the provisions of this subsection, be relocated under the terms of this Act may elect to be so relocated.

Sec. 18. (a) Either tribe, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof, is hereby authorized to commence or defend in the District Court an action or actions against the other tribe for the following purposes if such action or actions are not settled pursuant to section 3 or 4:

25 USC 640d-17.

(1) for an accounting of all sums collected by either tribe since the 17th day of September 1957 as trader license fees or commissions, lease proceeds, or other similar charges for the doing of business or the use of lands within the joint use area, and judgment for one-half of all sums so collected, and not paid to the other tribe, together with interest at the rate of 6 per centum per annum compounded annually;

(2) for the determination and recovery of the fair value of the grazing and agricultural use by either tribe and its individual members since the 28th day of September 1962 of the undivided one-half interest of the other tribe in the lands within the joint use area, together with interest at the rate of 6 per centum per annum compounded annually, notwithstanding the fact that the tribes are tenants in common of such lands; and

(3) for the adjudication of any claims that either tribe may have against the other for damages to the lands to which title was quieted as aforesaid by the United States District Court for the District of Arizona in such tribes, share and share alike, subject to the trust title of the United States, without interest, notwithstanding the fact that such tribes are tenants in common of such lands: *Provided*, That the United States may be joined as a party to such an action and, in such case, the provisions of sections 1346(a)(2) and 1505 of title 28, United States Code, shall not be applicable to such action.

(b) Neither laches nor the statute of limitations shall constitute a defense to any action authorized by this Act for existing claims if commenced within two years from the effective date of this Act or one hundred and eighty days from the date of issuance of an order of the District Court pursuant to section 3 or 4, whichever is later.

(c) Either tribe may institute such further original, ancillary, or supplementary actions against the other tribe as may be necessary or desirable to insure the quiet and peaceful enjoyment of the reservation lands of the tribes by the tribes and the members thereof, and to fully accomplish all objects and purposes of this Act. Such actions may be commenced in the District Court by either tribe against the other, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof.

(d) Except as provided in clause (3) of subsection (a) of this section, the United States shall not be an indispensable party to any action or actions commenced pursuant to this section. Any judgment or judgments by the District Court in such action or actions shall not be regarded as a claim or claims against the United States.

(e) All applicable provisional and final remedies and special proceedings provided for by the Federal Rules of Civil Procedure and all other remedies and processes available for the enforcement and collection of judgments in the district courts of the United States may be used in the enforcement and collection of judgments obtained pursuant to the provisions of this Act.

Sec. 19. (a) Notwithstanding any provision of this Act, or any order of the District Court pursuant to section 3 or 4, the Secretary is authorized and directed to immediately commence reduction of the

25 USC 640d-18.

numbers of all the livestock now being grazed upon the lands within the joint use area and complete such reductions to carrying capacity of such lands, as determined by the usual range capacity standards as established by the Secretary after the date of enactment of this Act. The Secretary is directed to institute such conservation practices and methods within such area as are necessary to restore the grazing potential of such area to the maximum extent feasible.

(b) The Secretary, upon the date of issuance of an order of the District Court pursuant to sections 8 and 3 or 4, shall provide for the survey location of monuments, and fencing of boundaries of any lands partitioned pursuant to sections 8 and 3 or 4.

25 USC 640d-19.

SEC. 20. The members of the Hopi Tribe shall have perpetual use of Cliff Spring as shown on USGS 7½ minute Quad named Toh Ne Zhonnie Spring, Arizona, Navajo County, dated 1968; and located 1,250 feet west and 200 feet south of the intersection of 36 degrees, 17 minutes, 30 seconds north latitude and 110 degrees, 9 minutes west longitude, as a shrine for religious ceremonial purposes, together with the right to gather branches of fir trees growing within a 2-mile radius of said spring for use in such religious ceremonies, and the further right of ingress, egress, and regress between the Hopi Reservation and said spring. The Hopi Tribe is hereby authorized to fence said spring upon the boundary line as follows:

Beginning at a point on the 36 degrees, 17 minutes, 30 seconds north latitude 500 feet west of its intersection with 110 degrees, 9 minutes west longitude, the point of beginning;

thence north 46 degrees west, 500 feet to a point on the rim top at elevation 6,900 feet;

thence southwesterly 1,200 feet (in a straight line) following the 6,900 feet contour;

thence south 46 degrees east, 600 feet;

thence north 38 degrees east, 1,300 feet to the point of beginning, 23.8 acres more or less: *Provided*, That, if and when such spring is fenced, the Hopi Tribe shall pipe the water therefrom to the edge of the boundary as hereinabove described for the use of residents of the area. The natural stand of fir trees within such 2-mile radius shall be conserved for such religious purposes.

25 USC 640d-20.

SEC. 21. Notwithstanding anything contained in this Act to the contrary, the Secretary shall make reasonable provision for the use of and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

25 USC 640d-21.

SEC. 22. The availability of financial assistance or funds paid pursuant to this Act may not be considered as income or resources or otherwise utilized as the basis (1) for denying a household or member thereof participation in any federally assisted housing program or (2) for denying or reducing the financial assistance or other benefits to which such household or member would otherwise be entitled to under the Social Security Act or any other Federal or federally assisted program. None of the funds provided under this Act shall be subject to Federal or State income taxes.

25 USC 640d-22.

SEC. 23. The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

25 USC 640d-23.

SEC. 24. If any provision of this Act, or the application of any provision to any person, entity or circumstance, is held invalid, the remainder of this Act shall not be affected thereby.

25 USC 640d-24.

SEC. 25. (a) (1) For the purpose of carrying out the provisions of section 16, there is hereby authorized to be appropriated not to exceed \$31,500,000.

(2) For the purpose of carrying out the provisions of subsection (a) of section 19, there is hereby authorized to be appropriated not to exceed \$10,000,000.

(3) For the purpose of carrying out the provisions of subsection (b) of section 19, there is hereby authorized to be appropriated not to exceed \$500,000.

(4) For the purpose of carrying out the provisions of subsection (b) of section 14, there is hereby authorized to be appropriated not to exceed \$5,500,000.

(5) There is hereby authorized to be appropriated annually not to exceed \$500,000 for the expenses of the Commission.

(6) There is hereby authorized to be appropriated not to exceed \$500,000 for the services and expenses of the Mediator and the assistants and consultants retained by him: *Provided*, That, any contrary provision of law notwithstanding, until such time as funds are appropriated and made available pursuant to this authorization, the Director of the Federal Mediation and Conciliation Service is authorized to provide for the services and expenses of the Mediator from any other appropriated funds available to him and to reimburse such appropriations when funds are appropriated pursuant to this authorization, such reimbursement to be credited to appropriations currently available at the time of receipt thereof.

(b) The funds appropriated pursuant to the authorizations provided in this Act shall remain available until expended.

Sec. 26. Section 10 of the Act entitled "An Act to promote the rehabilitation of the Navajo and Hopi Tribes of Indians and a better utilization of the resources of the Navajo and Hopi Indian Reservations, and for other purposes", approved April 10, 1950 (64 Stat. 47; 25 U.S.C. 640) is repealed effective close of business December 31, 1974.

Repeal.

Effective date.

Approved December 22, 1974.

Public Law 93-532

AN ACT

Relating to former Speakers of the House of Representatives.

December 22, 1974
[H. R. 17026]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) the provisions of H. Res. 1238, Ninety-first Congress, as enacted into permanent law by the Supplemental Appropriations Act, 1971 (84 Stat. 1989), are hereby extended to, and made applicable with respect to, each former Speaker of the House of Representatives, as long as he determines there is need therefor, commencing at the expiration of his term of office as Representative in Congress.

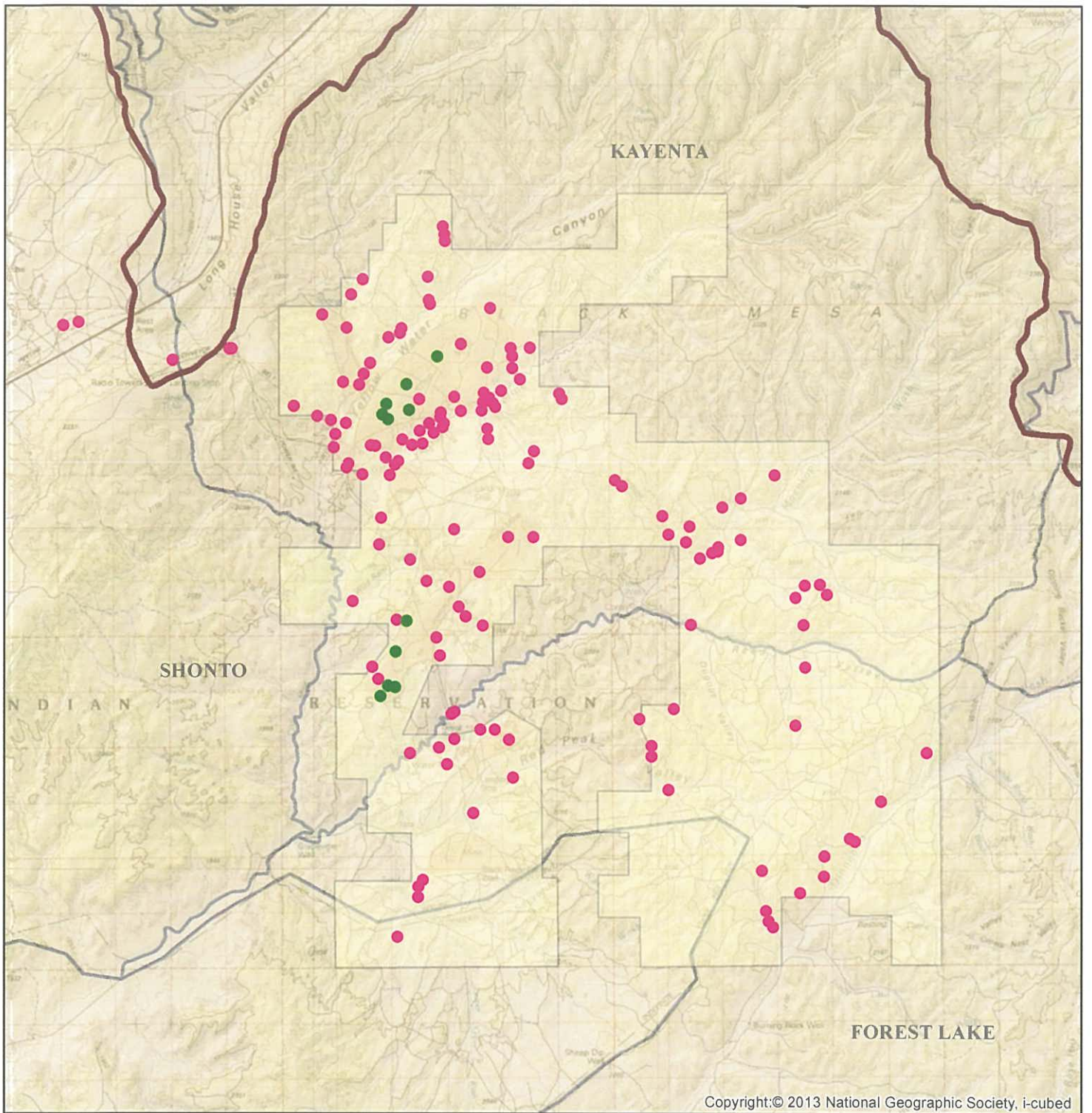
Former Speakers
of the House of
Representatives.

(b) Subsection (a) shall not apply with respect to any former Speaker of the House of Representatives for any period during which such former Speaker holds an appointive or elective office or position in or under the Federal Government or the government of the District of Columbia to which is attached a rate of pay other than a nominal rate or to any former Speaker separated from the service by reason of expulsion from the House.

Approved December 22, 1974.

EXHIBIT 3.1.125

ATTACHED



Copyright:© 2013 National Geographic Society, i-cubed



Legend

- Pre-Law Impoundments
- Interim & Perm. Prog. Impoundments
- Former Peabody Lease Area
- UB-LB CRB
- Chapter Boundary 2018

*NN Chapter Boundary, Navajo Land Department, 2018
 Pre-Law and Interim & Perm. Program Impoundments
 Peabody, 2022, via NN Minerals Department*



EXHIBIT No. 3.1.125

**Peabody Impoundments
 Pre-Law and Interim Perm.
 Program Impoundments**

Map by: NDWR, RLK 02-20-2024

EXHIBIT 3.1.131

ATTACHED

Public Domain Allotments Within the Exterior Boundaries of the Navajo Reservation

Within the Little Colorado River Basin in Arizona

February 24, 2020

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
302251	803943	04/21/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	22	SW	1934
302253	807397	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	22	SE	1934
302254	807398	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	22	NE	1934
302259	807399	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	NE	1934
302260	807400	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	NW	1934
302261	807401	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	SE	1934
302262	807402	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	SW	1934
302263	807403	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	009E	28	NW	1934
302293	803944	04/21/1921	10/28/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	028N	008E	12	SW	1934
302413	177033	02/09/1911	12/23/1908	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	SWNW, NWSW	1934
306176	742028	03/29/1939	05/17/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	26	SENE & NESE	1934
310022	671777	03/27/1919	12/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	4	NE	1934
310023	770955	09/02/1920	04/01/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	4	SE	1934
310024	770956	09/02/1920	09/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	4	SW	1934
310025	828910	10/20/1921	11/21/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	6	LOTS 1, 2 & S2NE	1934
310026	699420	07/22/1919	04/03/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	6	NW	1934
310028	770957	09/02/1930	09/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	10	NE	1934
310030	770958	09/02/1930	09/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	10	NW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310056	741674	03/26/1920	12/31/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	SE	1934
310057	741675	03/26/1920	12/31/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	SW	1934
310058	774047	09/22/1920	12/31/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	LOTS 1, 2 & S2NE	1934
310059	1110097	01/04/1940	12/31/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	LOTS 3, 4 & S2NW	1934
310061	857288	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	34	SW	1934
310062	800864	03/26/1921	11/21/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	6	SE	1934
310067	857289	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	10	SE	1934
310067 A	857289	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	10	SE	1934
310067 B	857289	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	10	SE	1934
310076	741684	03/26/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	4	SE	1934
310077	741685	03/26/1921	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	4	NW	1934
310078	770363	08/30/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	NW	1934
310079	770364	08/30/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	NE	1934
310080	770365	08/30/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	SW	1934
310081	783432	11/22/1920	04/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	SE	1934
310082	783500	11/23/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	34	S2NE	1934
310088	699421	07/22/1919	04/12/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	4	NE	1934
310089	800865	03/26/1921	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	4	LOTS 3, 4 & S2NW	1934
310090	746457	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	6	SE	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310091	746458	04/21/1920	04/02/1910	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	021N	031E	6	E2SW	1934
310092	746459	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	6	NE	1934
310093	699318	07/21/1919	04/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	8	NW	1934
310094	699319	07/21/1919	04/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	8	NE	1934
310095	699320	07/21/1919	04/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	8	SE	1934
310097	699321	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	10	NE	1934
310098	699322	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	10	SE	1934
310100	699323	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	14	NW	1934
310101	699324	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	14	SW	1934
310102	783501	11/23/1920	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	NE	1934
310103	783502	11/23/1920	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	SE	1934
310104	783503	11/23/1920	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	SW	1934
310105	800866	03/26/1921	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	NW	1934
310106	848105	02/09/1922	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	22	NW	1934
310107	741686	03/26/1920	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	22	SW	1934
310109	699325	07/21/1919	01/29/1909	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	029E	26	W2NW	1934
310111	741688	03/26/1920	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	28	NE	1934
310112	848106	02/09/1922	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	28	NW	1934
310116	699326	07/21/1919	12/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	22N	029E	30	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310117	699327	07/21/1919	12/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	30	NW	1934
310119	746460	04/21/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	32	NE	1934
310123	742983	04/05/1920	01/06/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	34	NWNE	1934
310124	742984	04/05/1920	01/16/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	34	NENE	1934
310125	857290	04/04/1922	01/28/1909	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	029E	34	W2SE	1934
310126	857291	04/04/1922	07/28/1909	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	029E	34	E2SE	1934
310127	857292	04/04/1922	07/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	4	SE	1934
310129	746461	04/21/1920	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	4	SW	1934
310130	746462	04/21/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	4	NW	1934
310131	746463	04/21/1920	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	4	SE	1934
310136	746464	04/21/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	8	NW	1934
310137	743409	04/06/1920	04/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	12	SW	1934
310139	743410	04/05/1920	04/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	14	NE	1934
310141	743411	04/06/1920	04/03/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	14	NW	1934
310142	746465	04/21/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	14	SW	1934
310146	905399	05/05/1923	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	20	SW	1934
310147	746466	04/21/1920	01/11/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	20	NW	1934
310148	743412	04/06/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	22	SE	1934
310149	743413	04/06/1920	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	22	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310150	743414	04/06/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	22	NE	1934
310152	746467	04/21/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	SE	1934
310153	746468	04/21/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	SW	1934
310154	746469	04/21/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	NE	1934
310155	743415	04/06/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	NW	1934
310156	741689	03/26/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	26	NW	1934
310157	743416	04/06/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	26	SW	1934
310158	743417	04/06/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	28	SE	1934
310159	783504	11/23/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	28	NE	1934
310160	816559	07/28/1921	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	28	SW	1934
310161	743418	04/06/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	NW	1934
310162	743419	04/06/1921	04/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	SE	1934
310163	743420	04/06/1920	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	NE	1934
310166	743421	04/06/1920	04/23/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	31	NE	1934
310167	816560	07/28/1921	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	SW	1934
310168	743422	04/06/1920	12/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	NW	1934
310169	741246	03/24/1920	12/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	NE	1934
310170	743423	04/06/1920	12/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	SE	1934
310171	743424	04/06/1921	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	34	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310176	743425	04/06/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	4	NE	1934
310177	743426	04/06/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	4	SE	1934
310180	741690	03/26/1920	03/31/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	8	NE	1934
310181	743427	04/06/1920	04/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	8	SW	1934
310182	909623	06/20/1923	03/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	8	SE	1934
310183	800867	03/26/1921	04/02/1910	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	031E	10	LOTS 1 & 2	1934
310184	743428	04/06/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	10	LOTS 3 & 4	1934
310187	743429	04/06/1920	03/30/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	18	NW	1934
310189	800868	03/26/1921	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	28	NE	1934
310191	800869	03/26/1922	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	28	NW	1934
310194	743430	04/06/1920	03/30/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	30	NW	1934
310195	743431	04/06/1920	03/30/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	30	SW	1934
310196	746470	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	NW	1934
310197	800870	03/26/1921	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	NE	1934
310198	743432	04/06/1920	04/12/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	SE	1934
310199	746471	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	SW	1934
310329	699328	07/21/1919	12/04/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	SW	1934
310330	907049	05/22/1923	07/28/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	34	S2NW	1934
311038	718620	11/12/1919	04/20/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	SENW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311040	741691	03/26/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	SWSW	1934
311041	741692	03/26/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NENESW	1934
311042	718621	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NWNWSE	1934
311043	741693	03/26/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	24	S2NWNESW	1934
311044	718622	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2NENESW & S2NWNWSE	1934
311046	783433	11/22/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2SENESW	1934
311047	783434	11/22/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2SWNWNWSE	1934
311049	741247	03/24/1920	11/16/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SWNWNWSE	1934
311050	743461	04/06/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SENESW	1934
311051	743462	04/06/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NWNWSESW	1934
311052	828193	10/11/1921	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NESESW	1934
311053	741627	03/26/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	NWSWSE	1934
311054	783505	11/23/1920	12/13/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2NWNWSE	1934
311055	746472	04/21/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2NWNWSESW	1934
311056	718623	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2NESESW	1934
311057	679198	05/27/1919	04/16/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2SWSESWSW	1934
311059	907050	05/22/1923	04/16/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SWSESWSW	1934
311060	746473	04/21/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SESESWSW	1934
311061	718624	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2S2SWSE	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
3111064	679188	05/27/1919	06/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	35	E2NW & N2NE	1934
311126	905400	05/05/1923	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	2	SE	1934
311128	770959	09/02/1920	11/01/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	4	NW	1934
311131	742991	04/05/1920	11/01/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	4	NE	1934
311136	742992	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	12	SW	1934
311137	742993	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	12	SE	1934
311139	742994	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	12	NE	1934
311140	742995	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	14	NE	1934
311141	742996	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	14	SW	1934
311142	741299	03/24/1920	10/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	14	SE	1934
311143	783437	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	34	SE	1934
311145	783438	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	34	NW	1934
311146	741697	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	34	NE	1934
311147	742997	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	SW	1934
311148	742998	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	SE	1934
311149	742999	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	NW	1934
311150	743000	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	NE	1934
311151	783507	11/23/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	NE	1934
311152	783508	11/23/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	SE	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311153	853556	03/07/1922	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	SW	1934
311154	783509	11/23/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	NW	1934
311155	741698	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	SW	1934
311156	783510	11/23/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	SE	1934
311157	786199	12/31/1920	10/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	NW	1934
311158	841020	01/05/1922	10/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	NE	1934
311159	741699	03/26/1920	03/09/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	SW	1934
311160	741700	03/26/1920	03/29/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	SE	1934
311161	741701	03/26/1920	03/29/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	NW	1934
311162	800871	03/26/1921	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	NE	1934
311163	743001	04/05/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	22	SW	1934
311166	783439	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	26	SE	1934
311167	783440	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	26	NW	1934
311169	741702	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	28	SE	1934
311170	741703	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	28	NW	1934
311171	783441	11/22/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	28	SW	1934
311172	770345	08/30/1920	11/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	30	SE	1934
311174	803946	04/21/1921	11/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	32	NE	1934
311175	803947	04/21/1921	11/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	32	SE	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311177	808806	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	12	SW	1934
311178	808807	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	12	SE	1934
311180	808808	06/02/1921	02/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	12	NE	1934
311182	741704	03/26/1920	02/24/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	24	NE	1934
311183	808809	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	24	SW	1934
311184	808810	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	24	SE	1934
311190	841021	01/05/1922	03/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	10	NW	1934
311193	841022	01/05/1922	02/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	10	SW	1934
311198	808811	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	SW	1934
311199	808812	06/21/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	NW	1934
311200	908152	05/04/1923	02/24/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	SE	1934
311201	741705	03/26/1920	02/24/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	NE	1934
311202	848080	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	4	NE	1934
311206	848081	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	SW	1934
311207	848082	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	SE	1934
311208	848083	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	NW	1934
311209	800872	03/26/1921	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	NE	1934
311210	865572	06/02/1922	01/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	8	SW	1934
311214	743433	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	12	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311215	743434	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	12	SW	1934
311216	743435	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	12	SE	1934
311218	848084	02/09/1922	03/25/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	NE	1934
311219	743436	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	SW	1934
311220	743437	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	NW	1934
311221	743438	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	SE	1934
311222	741706	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	SW	1934
311223	741707	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	NW	1934
311224	741708	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	SE	1934
311225	741709	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	NE	1934
311227	743439	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	8	SE	1934
311228	743440	04/06/1920	03/25/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	8	NW	1934
311229	743441	04/06/1920	03/25/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	8	SW	1934
311230	805715	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	SW	1934
311231	805716	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	SE	1934
311232	805717	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	NW	1934
311233	907051	05/22/1923	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	NE	1934
311246	805718	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	34	NE	1934
311247	907053	05/22/1923	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	34	SE	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311249	805719	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	34	SW	1934
311250	746477	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	NW	1934
311251	746478	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	NE	1934
311252	746479	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	SW	1934
311253	746480	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	SE	1934
311260	783808	11/26/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	32	SW	1934
311261	783809	11/26/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	32	SE	1934
311262	783810	11/26/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	32	NW	1934
311264	743002	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	SE	1934
311265	743003	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	NE	1934
311266	857293	04/04/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	SW	1934
311267	743004	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	NW	1934
311270	743005	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	6	SE	1934
311271	743006	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	8	SE	1934
311272	743007	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	8	NW	1934
311274	743008	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	8	N2 & SESW	1934
311279	846353	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	NW	1934
311280	846354	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	SE	1934
311281	846355	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311282	846356	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	NE	1934
311283	743009	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	18	SW	1934
311284	743010	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	18	SE	1934
311286	743011	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	18	NE	1934
311287	743012	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	NE	1934
311288	741715	03/26/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	NW	1934
311289	741716	03/26/1920	10/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	SW	1934
311290	741717	03/26/1920	10/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	SE	1934
311291	846357	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	24	SW	1934
311294	846358	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	24	LOTS 1, 2, 7, 8	1934
311296	800873	03/26/1921	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	2	NE	1934
311298	800874	03/26/1921	06/09/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	2	SE	1934
311300	846359	07/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	4	SE	1934
311301	741718	03/26/1920	06/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	4	N2 & SESW	1934
311310	916010	09/05/1923	06/09/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	SE	1934
311311	916011	09/05/1923	06/09/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	SW	1934
311312	907052	05/22/1923	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	NW	1934
311313	988603	11/06/1926	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	NE	1934
311324	803948	04/21/1921	11/25/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	20	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311356	783445	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	12	NE	1934
311357	783446	11/22/1920	01/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	14	NE	1934
311360	809769	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	18	SE	1934
311361	809770	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	18	NE	1934
311362	809771	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	18	NW	1934
311368	809772	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	NW	1934
311369	809773	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	NE	1934
311370	809774	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	SW	1934
311371	809775	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	N2 & SWSE	1934
311372	865576	06/02/1922	01/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	28	NE	1934
311373	865577	06/02/1922	01/06/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	28	SW	1934
311374	865578	06/02/1922	01/06/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	28	NW	1934
311390	808814	06/02/1921	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	10	NE	1934
311393	783447	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	18	SW	1934
311394	783448	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	18	SE	1934
311396	783449	11/22/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	SW	1934
311397	783450	11/22/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	NW	1934
311398	783451	11/20/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	NE	1934
311399	783452	11/22/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	SE	1934