

113TH CONGRESS
2^D SESSION

H. R. 3716

AN ACT

To ratify a water settlement agreement affecting the
Pyramid Lake Paiute Tribe, and for other purposes.

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

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

2 (a) SHORT TITLE.—This Act may be cited as the
3 “Pyramid Lake Paiute Tribe - Fish Springs Ranch Settle-
4 ment Act”.

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

- Sec. 1. Short title; table of contents.
- Sec. 2. Definitions.
- Sec. 3. Ratification of agreement.
- Sec. 4. Waiver and releases of claims.
- Sec. 5. Satisfaction of claims.
- Sec. 6. Beneficiaries to agreement.
- Sec. 7. Jurisdiction.
- Sec. 8. Environmental compliance.
- Sec. 9. Miscellaneous provisions.

7 **SEC. 2. DEFINITIONS.**

8 In this Act:

9 (1) ORIGINAL AGREEMENT.—The term “Original
10 Agreement” means the “Pyramid Lake Paiute
11 Tribe Fish Springs Ranch Settlement Agreement”
12 dated May 30, 2007, entered into by the Tribe and
13 Fish Springs (including all exhibits to that agree-
14 ment).

15 (2) AGREEMENT.—The term “Agreement”
16 means the Pyramid Lake Paiute Tribe-Fish Springs
17 Ranch 2013 Supplement to the 2007 Settlement
18 Agreement dated November 20, 2013, entered into
19 by the Tribe and Fish Springs, and all exhibits to
20 that Agreement.

1 (3) ENVIRONMENTAL IMPACT STATEMENT.—

2 The term “environmental impact statement” means
3 the final environmental impact statement for the
4 North Valleys Rights-of-Way Projects prepared by
5 the Bureau of Land Management (70 Fed. Reg.
6 68473).

7 (4) FINAL PAYMENT DATE.—The term “final
8 payment date” means 30 days after the date on
9 which the Tribe executes the waivers, as authorized
10 in section 4, on or before which Fish Springs shall
11 pay to the Tribe the \$3,600,000 and accumulated
12 interest pursuant to subparagraph 4.2 of the Agree-
13 ment.

14 (5) FISH SPRINGS.—The term “Fish Springs”
15 means the Fish Springs Ranch, LLC, a Nevada lim-
16 ited liability company (or a successor in interest).

17 (6) FISH SPRINGS WATER RIGHTS.—The term
18 “Fish Springs water rights” means the 14,108 acre
19 feet of water available to Fish Springs pursuant to
20 certificates of water rights issued to Fish Springs or
21 its predecessors in interest by the State Engineer for
22 the State of Nevada, copies of which are attached as
23 Exhibit “G” to the Original Agreement.

24 (7) ADDITIONAL FISH SPRINGS WATER
25 RIGHTS.—The term “additional Fish Springs water

1 rights” means the rights to pump and transfer up
2 to 5,000 acre feet per year of Fish Springs water
3 rights in excess of 8,000 acre feet per year, up to
4 a total of 13,000 acre feet per year, pursuant to
5 Ruling No. 3787 signed by the State Engineer for
6 the State of Nevada on March 1, 1991, and Supple-
7 mental Ruling on Remand No. 3787A signed by the
8 State Engineer for the State of Nevada on October
9 9, 1992.

10 (8) HONEY LAKE VALLEY BASIN.—The term
11 “Honey Lake Valley Basin” means the Honey Lake
12 Valley Hydrographic Basin described as Nevada Hy-
13 drographic Water Basin 97.

14 (9) PROJECT.—The term “Project” means the
15 project for pumping within Honey Lake Valley
16 Basin and transfer outside of the basin by Fish
17 Springs of not more than 13,000 acre feet per year
18 of Fish Springs water rights, including—

19 (A) not more than 8,000 acre feet as de-
20 scribed in the environmental impact statement
21 (but not the Intermountain Water Supply, Ltd.,
22 Project described in the environmental impact
23 statement) and the record of decision;

24 (B) up to the 5,000 acre feet of additional
25 Fish Springs water rights; and

1 (C) the rights and approvals for Fish
2 Springs to pump and transfer up to said
3 13,000 acre feet of groundwater per year.

4 (10) RECORD OF DECISION.—The term “record
5 of decision” means the public record of the decision
6 of the District Manager of the United States Bureau
7 of Land Management’s Carson City District in the
8 State of Nevada issued on May 31, 2006, regarding
9 the environmental impact statement and the Project.

10 (11) SECRETARY.—The term “Secretary”
11 means the Secretary of the Interior (or a designee
12 of the Secretary).

13 (12) TRIBE.—The term “Tribe” means the
14 Pyramid Lake Paiute Tribe of Indians organized
15 under section 16 of the Act of June 18, 1934 (com-
16 monly known as the “Indian Reorganization Act”;
17 25 U.S.C. 476).

18 (13) TRUCKEE RIVER OPERATING AGREE-
19 MENT.—The term “Truckee River Operating Agree-
20 ment” means—

21 (A) the September 6, 2008, Truckee River
22 Operating Agreement negotiated for the pur-
23 pose of carrying out the terms of the Truckee-
24 Carson-Pyramid Lake Water Rights Settlement
25 Act (Public Law 101–618); and

1 (B) any final, signed version of the Truck-
2 ee River Operating Agreement that becomes ef-
3 fective under the terms of the Truckee-Carson-
4 Pyramid Lake Water Rights Settlement Act.

5 **SEC. 3. RATIFICATION OF AGREEMENT.**

6 (a) IN GENERAL.—Except to the extent that a provi-
7 sion of the Agreement conflicts with this Act, the Agree-
8 ment is authorized and ratified.

9 (b) WAIVER AND RETENTION OF CLAIMS.—Notwith-
10 standing any provision of the Agreement, any waiver or
11 retention of a claim by the Tribe relating to the Agreement
12 shall be carried out in accordance with section 4.

13 (c) COMPLIANCE WITH APPLICABLE LAW.—This sec-
14 tion, the Original Agreement, and the Agreement satisfy
15 all applicable requirements of section 2116 of the Revised
16 Statutes (25 U.S.C. 177).

17 **SEC. 4. WAIVER AND RELEASES OF CLAIMS.**

18 (a) WAIVER AND RELEASE OF CLAIMS BY TRIBE
19 AGAINST FISH SPRINGS.—In return for benefits to the
20 Tribe as set forth in the Original Agreement, the Agree-
21 ment, and this Act, the Tribe, on behalf of itself and the
22 members of the Tribe, is authorized to execute a waiver
23 and release against Fish Springs of the following:

24 (1) All rights under Federal, State, and other
25 law to challenge the validity, characteristics, or exer-

1 cise of the Project or use of Fish Springs water
2 rights (including additional Fish Springs water
3 rights), including the right to assert a senior priority
4 against or to place a call for water on the Project
5 or Fish Springs water rights (including additional
6 Fish Springs water rights) regardless of the extent
7 to which the Tribe has a water right or in the future
8 establishes a water right that is senior to the Project
9 or Fish Springs water rights (including additional
10 Fish Springs water rights).

11 (2) All claims for damages, losses, or injuries to
12 the Tribe's water rights or claims of interference
13 with, diversion of, or taking of the Tribe's water
14 rights, including—

15 (A) claims for injury to lands or resources
16 resulting from such damages, losses, injuries, or
17 interference with, diversion of, or taking of trib-
18 al water rights under the Agreement or Original
19 Agreement; and

20 (B) claims relating to the quality of water
21 underlying the Pyramid Lake Indian Reserva-
22 tion that are related to use of Fish Springs
23 water rights (including additional Fish Springs
24 water rights) by the Project or the implementa-

1 tion or operation of the Project in accordance
2 with the Agreement or Original Agreement.

3 (3) All claims that would impair, prevent, or
4 interfere with one or more of the following:

5 (A) Implementation of the Project pursu-
6 ant to the terms of the Agreement or Original
7 Agreement.

8 (B) Deliveries of water by the Project pur-
9 suant to the terms of—

10 (i) the Agreement;

11 (ii) the Original Agreement; or

12 (iii) the February 28, 2006, Water
13 Banking Trust Agreement between Washoe
14 County and Fish Springs.

15 (C) Assignments of water rights credits
16 pursuant to the terms of the February 28,
17 2006, Water Banking Trust Agreement be-
18 tween Washoe County and Fish Springs.

19 (4) All claims against Fish Springs relating in
20 any manner to the negotiation or adoption of the
21 Agreement or the Original Agreement.

22 (b) RESERVATION OF RIGHTS AND RETENTION OF
23 CLAIMS BY TRIBE AGAINST FISH SPRINGS.—The Tribe,
24 on its own behalf and on behalf of the members of the
25 Tribe, shall retain against Fish Springs the following:

1 (1) All claims for enforcement of the Agree-
2 ment, the Original Agreement or this Act through
3 such remedies as are available in the U.S. District
4 Court for the District of Nevada.

5 (2) Subject to the right of Fish Springs to
6 carry out the Project, and subject to the waiver and
7 release by the Tribe in subsection (a)—

8 (A) the right to assert and protect any
9 right of the Tribe to surface or groundwater
10 and any other trust resource, including the
11 right to assert a senior priority against or to
12 place a call for water on any water right other
13 than against the Project or Fish Springs water
14 rights;

15 (B) all rights to establish, claim or acquire
16 a water right in accordance with applicable law
17 and to use and protect any water right acquired
18 after the date of the enactment of this Act that
19 is not in conflict with the Agreement, the Original
20 Agreement or this Act; and

21 (C) all other rights, remedies, privileges,
22 immunities, powers, and claims not specifically
23 waived and released pursuant to this Act and
24 the Agreement.

25 (3) The right to enforce—

1 (A) the Tribe's rights against any party to
2 the Truckee River Operating Agreement;

3 (B) the Tribe's rights against any party to
4 the Truckee River Water Quality Settlement
5 Agreement; and

6 (C) whatever rights exist to seek compli-
7 ance with any permit issued to any wastewater
8 treatment or reclamation facility treating waste-
9 water generated by users of Project water.

10 (4) The right to seek to have enforced the
11 terms of any permit or right-of-way across Federal
12 lands issued to Fish Springs for the Project and
13 Project water.

14 (c) WAIVER AND RELEASE OF CLAIMS BY THE TRIBE
15 AGAINST THE UNITED STATES.—In return for the bene-
16 fits to the Tribe as set forth in the Agreement, the Origi-
17 nal Agreement, and this Act, the Tribe, on behalf of itself
18 and the members of the Tribe, is authorized to execute
19 a waiver and release of all claims against the United
20 States, including the agencies and employees of the United
21 States, related to the Project and Fish Springs water
22 rights (including additional Fish Springs water rights)
23 that accrued at any time before and on the date that Fish
24 Springs makes the payment to the Tribe as provided in

1 Paragraph 4 of the Agreement for damages, losses or inju-
2 ries that are related to—

3 (1) the Project, Fish Springs water rights (in-
4 cluding additional Fish Springs water rights), and
5 the implementation, operation, or approval of the
6 Project, including claims related to—

7 (A) loss of water, water rights, land, or
8 natural resources due to loss of water or water
9 rights (including damages, losses, or injuries to
10 hunting, fishing, and gathering rights due to
11 loss of water, water rights or subordination of
12 water rights) resulting from the Project or Fish
13 Springs water rights (including additional Fish
14 Springs water rights);

15 (B) interference with, diversion, or taking
16 of water resulting from the Project; or

17 (C) failure to protect, acquire, replace, or
18 develop water, water rights, or water infrastruc-
19 ture as a result of the Project or Fish Springs
20 water rights (including additional Fish Springs
21 water rights);

22 (2) the record of decision, the environmental
23 impact statement, the Agreement or the Original
24 Agreement;

1 (3) claims the United States, acting as trustee
2 for the Tribe or otherwise, asserted, or could have
3 asserted in any past proceeding related to the
4 Project;

5 (4) the negotiation, execution, or adoption of
6 the Agreement, the Original Agreement, or this Act;

7 (5) the Tribe's use and expenditure of funds
8 paid to the Tribe under the Agreement or the Original
9 Agreement;

10 (6) the Tribe's acquisition and use of land
11 under the Original Agreement; and

12 (7) the extinguishment of claims, if any, and
13 satisfaction of the obligations of the United States
14 on behalf of the Tribe as set forth in subsection (e).

15 (d) RESERVATION OF RIGHTS AND RETENTION OF
16 CLAIMS BY TRIBE AGAINST THE UNITED STATES.—Not-
17 withstanding the waivers and releases authorized in this
18 Act, the Tribe, on behalf of itself and the members of the
19 Tribe, shall retain against the United States the following:

20 (1) All claims for enforcement of this Act
21 through such legal and equitable remedies as are
22 available in the U.S. District Court for the District
23 of Nevada.

24 (2) The right to seek to have enforced the
25 terms of any permit or right-of-way across Federal

1 lands issued to Fish Springs for the Project and
2 Project water.

3 (3) Subject to the right of Fish Springs to
4 carry out the Project, all other rights, remedies,
5 privileges, immunities, powers, and claims not spe-
6 cifically waived and released pursuant to this Act
7 and the Agreement.

8 (e) EXTINGUISHMENT OF WAIVED AND RELEASED
9 CLAIMS.—Upon execution of the waiver and releases by
10 the Tribe pursuant to subsections (a) and (c) and upon
11 final payment by Fish Springs pursuant to the terms of
12 the Agreement, the United States acting on behalf of the
13 Tribe shall have no right or obligation to bring or assert
14 any claims waived and released by the Tribe as set forth
15 in subsection (a). Upon the effective date of the waivers
16 and releases of claims authorized, the waived and released
17 claims as set forth in subsection (a) are extinguished.

18 (f) NO UNITED STATES LIABILITY FOR WAIVED
19 CLAIMS.—The United States shall bear no liability for
20 claims waived and released by the Tribe pursuant to this
21 Act.

22 (g) UNITED STATES RESERVATION OF RIGHTS.—
23 Nothing in this Act shall affect any rights, remedies, privi-
24 leges, immunities, or powers of the United States, includ-
25 ing the right to enforce the terms of the right-of-way

1 across Federal lands for the Project granted by the Sec-
2 retary to Fish Springs pursuant to the Federal Lands Pol-
3 icy and Management Act of 1976 (43 U.S.C. 1701 et
4 seq.), with the exception that the United States may not
5 assert any claim on the Tribe's behalf that is extinguished
6 pursuant to subsection (e).

7 (h) EFFECTIVE DATE OF WAIVERS AND RELEASES
8 OF CLAIMS.—The waivers and releases authorized under
9 subsections (a) and (c) shall take effect on the day Fish
10 Springs makes the payment to the Tribe as provided in
11 subparagraph 4.2 of the Agreement.

12 **SEC. 5. SATISFACTION OF CLAIMS.**

13 (a) IN GENERAL.—The benefits provided to the Tribe
14 under the Agreement, the Original Agreement, and this
15 Act shall be considered to be full satisfaction of all claims
16 of the Tribe waived and released pursuant to section 4
17 and pursuant to the Original Agreement and any claims
18 the United States might make on behalf of the Tribe that
19 are extinguished pursuant to section 4.

20 (b) EFFECT OF FAILURE TO EXECUTE WAIVERS
21 AND RELEASES.—If the Tribe fails to execute the waivers
22 and releases as authorized by this Act within 60 days after
23 the date of the enactment of this Act, this Act and the
24 Agreement shall be null and void.

1 **SEC. 6. BENEFICIARIES TO AGREEMENT.**

2 (a) REQUIREMENT.—The beneficiaries to the Agree-
3 ment shall be limited to—

4 (1) the parties to the Agreement;

5 (2) any municipal water purveyor that provides
6 Project water for wholesale or retail water service to
7 the area serviced by the Project;

8 (3) any water purveyor that obtains the right to
9 use Project water for purposes other than serving
10 retail or wholesale customers; and

11 (4) any assignee of Water Rights Credits for
12 Project water pursuant to the terms of the February
13 28, 2006, Water Banking Trust Agreement between
14 Washoe County and Fish Springs.

15 (b) PROHIBITION.—Except as provided in subsection
16 (a), nothing in the Agreement or this Act provides to any
17 individual or entity third-party beneficiary status relating
18 to the Agreement.

19 **SEC. 7. JURISDICTION.**

20 Jurisdiction over any civil action relating to the en-
21 forcement of the Agreement, the Original Agreement, or
22 this Act shall be vested in the United States District Court
23 for the District of Nevada.

1 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

2 Nothing in this Act precludes the United States or
3 the Tribe, when delegated regulatory authority, from en-
4 forcing Federal environmental laws, including—

5 (1) the Comprehensive Environmental Re-
6 sponse, Compensation, and Liability Act of 1980 (42
7 U.S.C. 9601 et seq.) including claims for damages
8 for harm to natural resources;

9 (2) the Safe Drinking Water Act (42 U.S.C.
10 300f et seq.);

11 (3) the Federal Water Pollution Control Act
12 (33 U.S.C. 1251 et seq.);

13 (4) the Solid Waste Disposal Act (42 U.S.C.
14 6901 et seq.); and

15 (5) any regulation implementing one or more of
16 the Acts listed in paragraphs (1) through (4).

17 **SEC. 9. MISCELLANEOUS PROVISIONS.**

18 (a) NO ESTABLISHMENT OF STANDARD.—Nothing in
19 this Act establishes a standard for the quantification of
20 a Federal reserved water right or any other claim of an
21 Indian tribe other than the Tribe in any other judicial or
22 administrative proceeding.

23 (b) OTHER CLAIMS.—Nothing in the Agreement, the
24 Original Agreement, or this Act quantifies or otherwise
25 adversely affects any water right, claim, or entitlement to

- 1 water, or any other right of any Indian tribe, band, or
- 2 community other than the Tribe.

Passed the House of Representatives July 22, 2014.

Attest:

Clerk.

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2^D SESSION

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AN ACT

To ratify a water settlement agreement affecting the Pyramid Lake Paiute Tribe, and for other purposes.