

## WAIVER AND RELEASE OF CLAIMS BY TAOS PUEBLO AGAINST THE UNITED STATES

In return for recognition of Taos Pueblo's water rights and other benefits, including but not limited to the commitments set forth in the Taos Pueblo Indian Water Rights Settlement Act, Pub. L. No. 111-291, tit. V, §§ 501-513, 124 Stat. 3064, 3122-34 (2010) ("Settlement Act") and the Settlement Agreement, as defined in section 503(10) of the Settlement Act, and subject to the terms of the Settlement Act, the Taos Pueblo on behalf of itself and its members ("Pueblo") hereby waives and releases the following claims against the United States of America ("United States"):

- (1) all claims against the United States, its agencies, or employees relating to claims for water rights in or water of the Taos Valley, as defined in Section 503(12) of the Settlement Act, that the United States acting in its capacity as trustee for the Pueblo asserted, or could have asserted, in any proceeding, including but not limited to in *State of New Mexico ex rel. State Engineer v. Abeyta* and *State of New Mexico ex rel. State Engineer v. Arellano*, Civil Nos. 69cv07896-BB and 69cv07939-BB (consolidated) (D.N.M.) ("the Abeyta Adjudication");
- (2) all claims against the United States, its agencies, or employees relating to damages, losses, or injuries to water, water rights, land, or natural resources due to loss of water or water rights (including but not limited to 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 or taking of water or water rights, or claims relating to failure to protect, acquire, replace, or develop water, water rights or water infrastructure) in the Rio Grande mainstream or its tributaries or within the Taos Valley that first accrued at any time up to and including the Enforcement Date, as defined by section 509(g) of the Settlement Act;
- (3) all claims against the United States, its agencies, or employees for an accounting of funds appropriated by the Act of March 4, 1929 (45 Stat. 1562), the Act of March 4, 1931 (46 Stat. 1552), the Act of June 22, 1936 (49 Stat. 1757), the Act of August 9, 1937 (50 Stat. 564), and the Act of May 9, 1938 (52 Stat. 291), as authorized by the Pueblo Lands Act of June 7, 1924 (43 Stat. 636), and the Pueblo Lands Act of May 31, 1933 (48 Stat. 108), and for breach of trust relating to funds for water replacement appropriated by said Acts that first accrued before the date of enactment of the Settlement Act;
- (4) all claims against the United States, its agencies, or employees relating to the pending litigation of claims relating to the Pueblo's water rights in the Abeyta Adjudication; and
- (5) all claims against the United States, its agencies, or employees relating to the negotiation, execution or the adoption of the Settlement Agreement, exhibits thereto, the Final Decree to be entered in the Abeyta Adjudication, or the Settlement Act.

Notwithstanding the foregoing waivers and releases, the Pueblo on behalf of itself and its members retains:

- (1) all claims for enforcement of the Settlement Agreement, the Final Decree entered in the

Abeyta Adjudication including the Partial Final Decree as defined by section 503(4) of the Settlement Act, the San Juan-Chama Project contract between the Pueblo and the United States, or the Settlement Act;

(2) all claims against persons other than the Parties to the Settlement Agreement for damages, losses or injuries to water rights or claims of interference with, diversion or taking of water rights (including but not limited to claims for injury to lands resulting from such damages, losses, injuries, interference with, diversion, or taking of water rights) within the Taos Valley arising out of activities occurring outside the Taos Valley or the Taos Valley Stream System;

(3) all rights to use and protect water rights acquired after the date of enactment of the Settlement Act;

(4) all rights to use and protect water rights acquired pursuant to State law, to the extent not inconsistent with the Partial Final Decree and the Settlement Agreement (including water rights for the land the Pueblo owns in Questa, New Mexico);

(5) all claims relating to activities affecting the quality of water including but not limited to any claims the Pueblo might have under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (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 Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations implementing those Acts;

(6) all claims relating to damages, losses, or injuries to land or natural resources not due to loss of water or water rights (including but not limited to hunting, fishing, gathering, or cultural rights); and

(7) all rights, remedies, privileges, immunities, powers, and claims not specifically waived and released pursuant to the Settlement Act and the Settlement Agreement.

Nothing in the Settlement Agreement or the foregoing waivers and releases:

(1) confers jurisdiction on any State court to –

(A) interpret Federal law regarding health, safety, or the environment or determine the duties of the United States or other parties pursuant to such Federal law; or

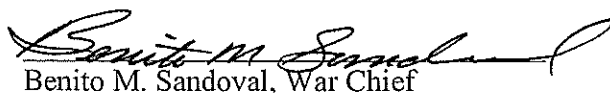
(B) conduct judicial review of Federal agency action; or

(2) waives any claim of a member of the Pueblo in an individual capacity that does not derive from a right of the Pueblo.

TAOS PUEBLO

Date: DECEMBER 18, 2012

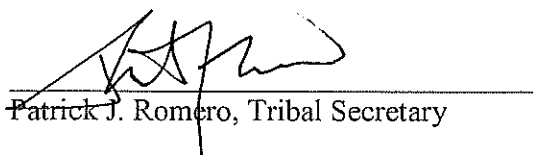
  
Laureano B. Romero, Governor

  
Benito M. Sandoval, War Chief

  
Gilbert Suazo, Sr., Lt. Governor

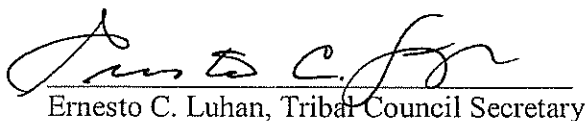
  
Albert A. Archuleta, Lt. War Chief

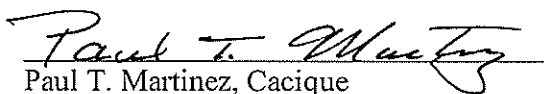
Attest:

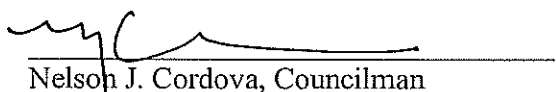
  
Patrick J. Romero, Tribal Secretary

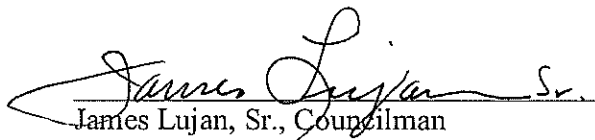
  
Harold Lefthand, War Chief Secretary

Taos Tribal Council:

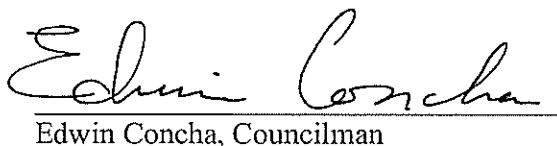
  
Ernesto C. Luhan, Tribal Council Secretary

  
Paul T. Martinez, Cacique

  
Nelson J. Cordova, Councilman

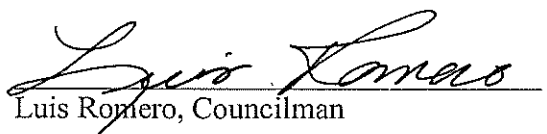
  
James Lujan, Sr., Councilman

  
Ruben A. Romero, Councilman

  
Edwin Concha, Councilman

  
Robert Espinoga, Councilman

  
Bernard Lujan, Councilman

  
Luis Romero, Councilman