

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

In return for recognition of Taos Pueblo's water rights and other benefits, including but not limited to the commitments by non-Pueblo parties, as 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"), and the United States of America acting in its capacity as trustee for the Pueblo ("United States"), hereby waive and release the following claims against the parties to *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"):

(1) all claims for water rights in the Taos Valley, as defined in Section 503(12) of the Settlement Act, that the Pueblo, or 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 the Abeyta Adjudication, up to and including the Enforcement Date, as defined by section 509(g) of the Settlement Act, except to the extent that such rights are recognized in the Settlement Agreement or the Settlement Act;

(2) all claims for water rights, whether for consumptive or nonconsumptive use, in the Rio Grande mainstream or its tributaries that the Pueblo, or the United States acting in its capacity as trustee for the Pueblo, asserted or could assert in any water rights adjudication proceedings except those claims based on Pueblo or United States ownership of lands or water rights acquired after the Enforcement Date, provided that nothing in this paragraph shall prevent the Pueblo or the United States from fully participating in the *inter se* phase of any such water rights adjudication proceedings;

(3) all claims for damages, losses or injuries to water rights or claims of interference with, diversion or taking of water (including but not limited to claims for injury to lands resulting from such damages, losses, injuries, interference with, diversion, or taking) in the Rio Grande mainstream or its tributaries or for lands within the Taos Valley that accrued at any time up to and including the Enforcement Date; and

(4) all claims against the State of New Mexico, its agencies, or employees relating to the negotiation or the adoption of the Settlement Agreement.

Notwithstanding the foregoing waivers and releases, the Pueblo on behalf of itself and its members and the United States acting in its capacity as trustee for the Pueblo retain:

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- (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) affects the ability of the United States of America acting in its sovereign capacity to take actions authorized by law, including but not limited to any laws relating to health, safety, or the environment, including but not limited to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.), and the regulations implementing such Acts;
- (2) affects the ability of the United States of America to take actions acting in its capacity as trustee for any other Indian tribe or allottee;
- (3) 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

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

UNITED STATES OF AMERICA

By: Ken Salazar
Ken Salazar
Secretary
U.S. Department of the Interior

Date: 12-20-2012

TAOS PUEBLO

Date: 12-18-12

Laureano B. Romero
Laureano B. Romero, Governor

Benito M. Sandoval
Benito M. Sandoval, War Chief

Gilbert Suazo, Sr.
Gilbert Suazo, Sr., Lt. Governor

Albert A. Archuleta
Albert A. Archuleta, Lt. War Chief

Attest:

Patrick J. Romero
Patrick J. Romero, Tribal Secretary

Harold Lefthand
Harold Lefthand, War Chief Secretary

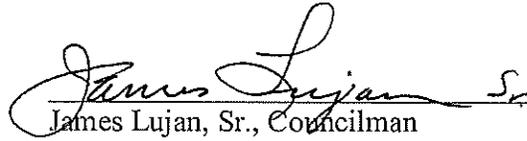
Taos Tribal Council:

Ernesto C. Luhan
Ernesto C. Luhan, Tribal Council Secretary

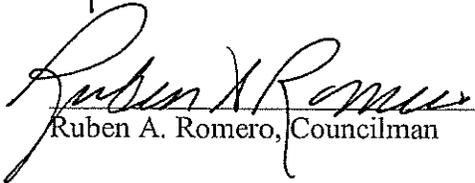
Paul T. Martinez
Paul T. Martinez, Cacique



Nelson J. Cordova, Councilman



James Lujan, Sr., Councilman



Ruben A. Romero, Councilman



Edwin Concha, Councilman



Robert Espinosa, Councilman



Bernard Lujan, Councilman



Luis Romero, Councilman