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106TH CONGRESS, 2d Session | SENATE | REPORT 106–506

TO SETTLE THE LAND CLAIMS OF THE PUEBLO OF SANTO DOMINGO

OCTOBER 18 (legislative day, SEPTEMBER 22), 2000.—Ordered to be printed

Mr. CAMPBELL, from the Committee on Indian Affairs, submitted the following

REPORT

[To accompany S. 2917]

The Committee on Indian Affairs, to which was referred the bill (S. 2917) to settle the land claims of the Pueblo of Santo Domingo, having considered the same, reports favorably thereon with an amendment in the nature of a substitute, and recommends that the bill, as amended, do pass.

PURPOSE

The purpose of S. 2917 is to ratify and provide for the implementation of a Settlement Agreement between the United States and the Pueblo of Santo Domingo that was negotiated in consultation with the State of New Mexico, other pueblos, local governments and private landowners, to settle the Pueblo's land claims and provide for settlement of decades-old lawsuits involving title to more than 80,000 acres of public, private, and Indian land on both sides of the Rio Grand River south of Santa Fe, New Mexico.

BACKGROUND

The people of the Pueblo of Santo Domingo (Pueblo) have inhabited the Rio Grande River Valley near the confluence of the Rio Grande River and the Galisteo River since before the arrival of Spanish colonists in the late 16th century. In 1689, the government of Spain issued a land grant to the Pueblo; however, like other Spanish land grants to Indian Pueblos, the Santo Domingo Land Grant did not encompass all of the Pueblo's traditional use areas. Accordingly, in 1748, the Pueblo purchased the Diego Gallegos Land Grant, the boundaries of which overlapped the 1689 grant lands and other lands on the west side of the Rio Grande River.

The United States acquired sovereignty over the territory of what was to become the State of New Mexico as a result of war

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with Mexico in 1845 and the subsequent Treaty of Guadalupe-Hidalgo. Although the United States recognized the Santo Domingo Land Grant under the terms of the treaty, and subsequently provided for its survey and patent to the Pueblo, the United States Surveyor General did not survey the Diego Gallegos Grant, and no Federal patent was issued to the Pueblo for the Diego Gallegos Grant.

In 1907 a re-survey of the original Federal survey of that part of the 1689 Santo Domingo Land Grant located on the east side of the Rio Grande River revealed that the correct boundary of the grant overlapped portions of the three other Spanish land grants that were made subsequent to 1689. In 1928, the Pueblo Lands Board, which was established by the Congress to resolve conflicting claims to pueblo lands, excluded these overlapped areas from the Santo Domingo Pueblo's reservation.

The overlapping land grants, surveys and mis-surveys of pueblo lands on both sides of the Rio Grande River, the lack of a Federal survey of the Gallegos Grant, and the Pueblo land Board's decisions gave rise to an array of competing claims to title to land by Indians and non-Indians. These claims have been asserted in numerous lawsuits, three of which encompass the most significant title disputes involving the lands of the Pueblo of Santo Domingo.

One of these three cases was initiated in the late 1940's, when the Pueblo filed suit against the United States before the Indian Claims Commission (*Pueblo of Santo Domingo* v. *United States,* Docket No. 355) seeking monetary damages for trespass, lost use, and breach of the "fair and honorable dealings" provision in the Indian Claims Commission Act of 1946. The Pueblo's claims involve more than 80,000 acres of land and remain unresolved after nearly 50 years of litigation.

In another major action, the Pueblo brought suit in federal court against a private landowner *(Pueblo of Santo Domingo* v. *Rael,* Civil No. 83–1888) seeking to secure possession of land within the Diego Gallegos Grant area, which include approximately 50,000 acres. About half of this land is controlled by the Pueblo and the remainder is occupied by the United States Forest Service, the Bureau of Land Management, the State of New Mexico, other pueblos, and private individuals. In 1988, the U.S. District Court for the District of New Mexico entered judgment for the Pueblo. On appeal, the Tenth Circuit Court of Appeals remanded the case to the district court. The Court of Appeals, noting that the *Rael* and the Indian Claims Commission cases concerned some of the same lands and that the United States was defendant in the Indian Claims Commission case while the Bureau of Indian Affairs was assisting the Pueblo in *Rael* with witnesses and other expenses, found that the United States was taking potentially inconsistent positions in the two cases. The Court of Appeals, among other rulings, ordered the *Rael* action held in abeyance until the Government intervened in *Rael* or judgment was entered in the Indians Claims Commission case.

The third principal lawsuit resulted from the 1928 decision by the Pueblo Lands Board to exclude from the Pueblo of Santo Domingo's reservation that land which was overlapped by other Spanish land grants and claimed by third parties. In this case, *United States* v. *Thompson,* 941 F.2d 1074, *cert. denied,* 503 U.S.

984 (1992), the United States sought to enforce the Pueblo's title against third parties who trace their title to approximately 24,000 acres of land that is subject to the overlapping land grants. In 1991, the Tenth Circuit Court of Appeals held that the United States' claim on behalf of the Pueblo was time-barred. Although the court found that the Pueblo Lands Board had ignored an express congressional directive in determining that the overlapped lands did not belong to the Pueblo, the court did not decide who has title to those lands.

In the mid-1990's, with all parties to these long-running disputes facing the prospect of many more years of expensive and possibly inconclusive litigation, a Federal negotiating team was appointed and, with representatives of the Pueblo of Santo Domingo, the team began working with various landowners, the State of New Mexico, Federal agencies and other Indian tribes to develop a comprehensive settlement that would resolve the Pueblo's land claims with finality and in a principled manner that serves the interests of all parties. In June, 2000, after years of negotiations, the parties signed a Settlement Agreement that provides for such a settlement. On July 28, 2000, Senator Pete Domenici introduced S. 2917, a bill that would ratify the Settlement Agreement and authorize the Federal actions and appropriations necessary to effect the settlement.

SUMMARY OF PROVISIONS

S. 2197 approves and ratifies the Santo Domingo Pueblo Settlement Agreement, provides for the extinguishment of the Pueblo's land and damage claims against the United States and other parties, confirms the Pueblo's reservation boundaries, and ratifies land transfers by and on behalf of the Pueblo that will be made pursuant to the Settlement Agreement subsequent to enactment of S. 2917.

The bill and the Settlement Agreement provides for the extinguishment of the Pueblo's claims in exchange for money and land. The monetary component of the settlement consists of two parts: first, the United States and the Pueblo will stipulate to a judgment by the United States Court of Federal Claims in the amount of $8,000,000 in Indian Claims Commission Docket No. 355. This amount is to be paid from the Judgment Fund of the United States into the "Pueblo of Santo Domingo Land Claims Settlement Fund" that is to be established in the United States Treasury. Second, S. 2917 authorizes the appropriation of a total of $15,000,000 for deposit into the Settlement Fund in three installments of $5,000,000 each, beginning in Fiscal Year 2002. None of the settlement funds can be disbursed until the case of *Pueblo of Santo Domingo* v. *Rael* is dismissed with prejudice and the final judgment in Indian Claims Commission Docket No. 355 is entered and paid into the Settlement Fund.

The land component of the settlement also consists of two parts. One part provides that, upon the dismissal of the *Rael* case and the entry of the final judgment in the Indian Claims Commission case, approximately 4,577 acres of public lands administered by the Bureau of Land Management and described in the Settlement Agreement should be held by the United States on behalf of the Pueblo, subject to valid existing rights and rights of public and private access as described in the Settlement Agreement. In addition, the

Pueblo would have a two-year option to purchase approximately 7,355 acres of United States Forest Service land within the claim area and two other parcels adjacent to the claim area, for the agreed-upon price of $3.7 million. If the purchase is consummated, the Forest Service is authorized to use the funds to acquire replacement lands elsewhere in New Mexico for public use.

S. 2917 also affirms the boundaries of the Santo Domingo Pueblo Land Grant as they were determined by the 1907 survey, and provides that non-Indian fee lands within the overlap area would not be considered Indian country pursuant to 18 U.S.C. 1151 and would not be subject to tribal or Federal jurisdiction. Lands acquired by the Pueblo within the overlap area would be considered Indian country and would be subject to tribal and Federal jurisdiction. These provisions and the provisions of the Settlement Agreement together would resolve the Pueblo's land claims once and for all, and clearly delineate the Pueblo's lands.

LEGISLATIVE HISTORY

S. 2917 was introduced on July 28, 2000, by Senator Pete Domenici and referred to the Committee on Indian Affairs. On September 27, 2000, the Committee ordered S. 2917 reported favorably to the Senate with an amendment-in-the-nature-of-a-substitute. The substitute amendment is identical to the bill as introduced except for a new section 7 that includes three provisions that were requested by the Pueblo and other settlement parties. One amendment, proposed by the New Mexico State Land Department, authorizes conveyance of certain State lands to the Bureau of Land Management and the subsequent conveyance of certain State lands to the Bureau of Land Management and the subsequent conveyance of these lands to the Pueblo by sale, exchange or otherwise. These State lands would otherwise be entirely surrounded by Pueblo land once the land transfers provided for in the settlement are completed. Another amendment authorizes a land exchange negotiated by the Pueblo and a family of private landowners and provides for the Secretary to take into trust status the exchange lands acquired by the Pueblo. The third amendment corrects an inadvertent omission by the settlement parties in drafting the initial version of S. 2917 by providing approval of an agreement negotiated between the Pueblos of Santo Domingo and Cochiti as mandated by a provision of the Settlement Agreement. The Committee understands that all of the settlement parties support S. 2917 with these amendments.

COMMITTEE RECOMMENDATION AND TABULATION OF VOTE

On September 27, 2000, the Committee on Indian Affairs, in an open business session, considered S. 2917 and by voice vote ordered the bill reported favorably with an amendment-in-the-nature-of-a-substitute.

SECTION-BY-SECTION ANALYSIS

Section I cites the short title of the S. 2917 as the "Santo Domingo Pueblo Claims Settlement Act of 2000."

Section 2(a) sets forth six findings outlining the origins of the Pueblo's land claims, the pending litigation, and settlement negotiations.

Section 2(b) states the purposes of the bill as—

(1) to remove the cloud on titles to land resulting from the Pueblo's claims and to settle all of the Pueblo's claims against the United States and third parties, including land, boundary and trespass claims, in a fair, equitable and final manner;

(2) to provide for the restoration of certain lands to the Pueblo and to confirm its boundaries;

(3) to clarify governmental jurisdiction over the lands within the Pueblo's land claims area; and,

(4) to ratify a Settlement Agreement between the United States and the Pueblo which includes—

(A) the Pueblo's agreement to relinquish and compromise its land and trespass claims;

(B) the provision of $8,000,000 as compensation for its claims filed before the Indian Claims Commission;

(C) the transfer of approximately 4,577 acres of public land to the Pueblo;

(D) the sale of approximately 7,355 acres of national forest lands to the Pueblo; and

(E) the authorization of $15,000,000 over three fiscal years into a Santo Domingo Lands Claims Settlement Fund for land acquisition and other enumerated tribal purposes.

Section 2(c) provides that nothing in this Act shall be construed to effectuate an extinguishment of, or to otherwise impair, the Pueblo's title to or interest in lands or water rights as described in section 5(a)(2).

Section 3 provides definitions for the terms "Federally Administered Lands"; "Fund"; "Pueblo"; "Santo Domingo Pueblo Grant"; "Secretary"; and "Settlement Agreement".

Section 4 provides that the Settlement Agreement is approved and ratified.

Section 5(a) provides for the extinguishment of the Pueblo's land and damage claims against the United States and against persons, the State of New Mexico and its subdivisions, and other Indian tribes; confirms a 1927 determination by the Pueblo Lands Board; and ratifies, in accordance with the Trade and Intercourse Act of 1834, the land transfers by and on behalf of the Pueblo to be made pursuant to the Settlement Agreement subsequent to enactment of S. 2917.

The extinguishment of the Pueblo's claims shall be effective upon the entry of a judgment in the amount of $8,000,000 in Indian Claims Commission docket No. 355, which is before the U.S. Court of Federal Claims.

Section 5(b)(1) provides for the establishment in the U.S. Treasury of the "Pueblo of Santo Domingo Land Claims Settlement Fund" (Fund), and sets the following conditions on the use of deposits made to the Fund:

A. The Secretary of the Interior will maintain and invest the Fund.

B. The Pueblo may expend monies from the Fund to acquire lands within the exterior boundaries of the Pueblo's exclusive ab-

original area, as described in Findings of Fact of the Indian Claims Commission, and provide for education, economic development, youth and elderly programs, or for other tribal purposes in accordance with plans and budgets developed by the Pueblo and approved by the Secretary.

C. Neither the Secretary or the Secretary of the Treasury shall retain any oversight over or liability for the accounting, disbursement, or investment of monies withdrawn from the Fund by the Pueblo.

D. None of the monies in the Fund may be used to make per capita payments to members of the Pueblo.

E. Acquisition of lands with monies from the Fund shall be on a willing-seller, willing-buyer basis, and no eminent domain authority may be exercised to acquire lands for the Pueblo pursuant to this Act.

F. The provisions of the Indian Judgment Distribution Act, P.L. 108–412, shall not be applicable to the Fund.

Section 5(b)(2) authorizes to be appropriated a total of $15,000,000 into the Fund in three installments of $5,000,0000 each, the first of which is to be deposited in the fiscal year beginning on October 1, 2001.

None of the authorized appropriations shall be disbursed until (A) the case of *Pueblo of Santo Domingo* v. *Rael* in U.S. District Court for the District of New Mexico has been dismissed, with prejudice, and (B) a compromise final judgment of $8,000,000 has been entered in the U.S. Court of Federal Claims in the case of *Pueblo of Santo Domingo* v. *United States* (Indian Claims Commission Docket No. 355), and such funds are deposited into the fund.

Section 5(c) provides that, on the date when the Court of Federal Claims has entered the final compromise judgment in Indian Claims Commission docket NO. 355, and the U.S. District court has dismissed with prejudice the case of *Santo Domingo Pueblo* v. *Rael*.

(1) approximately 4,577 acres of public lands administered by the Bureau of Land Management and described in section 6 of the Settlement Agreement shall be held by the United States on behalf of the Pueblo, subject to valid existing rights and rights of public and private access as described in the Settlement Agreement;

(2) the Secretary of Agriculture is authorized to sell and convey National Forest System lands and the Pueblo shall have the exclusive right to acquire such lands as provided in section 7 of the Settlement Agreement, and the funds received by the Secretary of Agriculture for such sales shall be available to purchase non-Federal lands within or adjacent to the National Forests in the State of New Mexico;

(3) the lands conveyed by the Secretary of Agriculture to the Pueblo shall no longer be considered part of the National Forest System, and upon their conveyance the boundaries of the Santa Fe National Forest shall be deemed modified to exclude such lands;

(4) until the National Forest lands are conveyed to the Pueblo or until the Pueblo's right to purchase such lands has expired, such lands are withdrawn, subject to valid existing rights, from any new public use or entry under any Federal

land law, except for permits not to exceed 1 year, and shall not be identified for any disposition by or for any agency, and no mineral production or harvest of forest lands shall be permitted, except for forest management practices including the harvest of timber in the event of fire, disease, or insect infestation; and,

(5) once the Pueblo has acquired title to former National Forest System lands, these lands may be conveyed to the Secretary of Interior, who shall accept and hold such lands in trust for the benefit of the Pueblo.

Section 6 affirms the boundaries of the Santo Domingo Pueblo Land Grant as determined by the 1907 Hall-Joy Survey and confirmed by the Pueblo Lands Board in 1927, and declares any lands owned or acquired by the Pueblo within such boundaries to be Indian country within the meaning of section 1151 of title 18, United States Code. Any lands within such boundaries not owned or acquired by the Pueblo shall not be treated as Indian country. Any Federal lands acquired by the Pueblo shall be held in trust by the Secretary and shall be treated as Indian country. Any lands acquired by the Pueblo pursuant to section 5(c) shall be subject to the provisions of the Pueblo Lands Act (43 U.S.C. 641).

Section 7 sets forth the three amendments described in the third paragraph of this memorandum.

Section 7(a) provides that not later than 2 years after enactment of this Act, the Secretary shall acquire by exchange the State of New Mexico trust lands in township 16 north, range 4 east, section 2, and all interests therein, and may utilize unappropriated public lands in New Mexico to effect such exchange. Upon acquisition of the state lands, the Secretary shall convey them to the Pueblo by sale, exchange or otherwise, and the Pueblo may then convey such lands to the Secretary who shall accept and hold them in trust for the Pueblo.

Section 7(b) provides that any agreements entered into by the Pueblo to acquire the land, title to which was at issue in the case of *Pueblo of Santo Domingo* v. *Rael,* not later than December 31, 2001, shall be deemed to be approved, and the Pueblo may convey such land to the Secretary to be held in trust for the benefit of the Pueblo.

Section 7(c) provides that all agreements, transactions, and conveyances authorized by resolutions of the tribal councils of the Pueblos of Santo Domingo and Cochiti pertaining to boundary disputes between them are approved.

COST AND BUDGETARY CONSIDERATIONS

The cost and budgetary estimate for S. 2917, as provided by the Congressional Budget Office, is set forth below:

U.S. CONGRESS,
CONGRESSIONAL BUDGET OFFICE,
Washington, DC, October 16, 2000.

Hon. BEN NIGHTHORSE CAMPBELL,
Chairman, Committee on Indian Affairs,
U.S. Senate, Washington, DC.

DEAR MR. CHAIRMAN: The Congressional Budget Office has prepared the enclosed cost estimate for S. 2917, the Santo Domingo Pueblo Claims Settlement Act of 2000.

If you wish further details on this estimate, we will be pleased to provide them. The CBO staff contacts are John R. Righter (for federal costs), and Marjorie Miller (for the state, local, and tribal impact).

Sincerely,

BARRY B. ANDERSON
(For Dan L. Crippen, Director).

Enclosure.

S. 2917 contains no intergovernmental or private-sector mandates as defined in the Unfunded Mandates Reform Act (UMRA). Any costs incurred by the tribe would be accepted voluntarily as part of the settlement agreement.

Estimated cost to the Federal Government: The estimated budgetary impact of S. 2917 is shown in the following table. This estimate assumes that the amounts authorized will be appropriated and that the legislation will be enacted near the beginning of fiscal year 2001. The costs of this legislation fall within budget functions 800 (general government), 450 (community and regional development), and 300 (natural resources and environment).

	By fiscal year, in millions of dollars—				
	2001	2002	2003	2004	2005
CHANGES IN DIRECT SPENDING					
Budget Authority	8	(1)	(1)	(1)	(1)
Estimated Outlays	8	(1)	(1)	(1)	(1)
CHANGES IN SPENDING SUBJECT TO APPROPRIATION					
Authorization Level	0	5	5	5	0
Estimated Outlays	0	5	5	5	0

[1] Less than $500,000.

Basis of Estimate: Enacting S. 2917 would result in a payment of $8 million from the Judgment Fund to the tribe. It also would authorize the appropriation of $15 million and the transfer and sale of federal land to the tribe.

Direct spending

Under the terms of the settlement agreement, the federal government would pay $8 million to the tribe from the Judgment Fund in 2001. Based on information from DOJ and DOI and because the land transfer provisions of the settlement agreement require the approval of the Congress, CBO concludes that this payment would not be made absent Congressional approval of the entire settlement, which enacting this bill would provide.

This settlement would extinguish certain claims that the tribe may have against the United States, so it is possible that the amount paid to the tribe under the legislation could be offset by a

reduction in payments that would be made from the Judgment Fund in future years. However, CBO cannot estimate either the likelihood or the magnitude of such an offset because there is no basis for predicting either the outcome of pending litigation against the United States of the amount of compensation, if any.

In addition, the federal government could forgo offsetting receipts fro grazing fees by transferring federal land to the tribe, but CBO estimates that the annual amount of such forgone receipts would be negligible.

Spending subject to appropriation

S. 2917 would authorize the appropriation of $5 million in each of fiscal years 2002 through 2004 to satisfy the settlement agreement entered into between the federal government and the tribe. Because the funds would become the tribe's property upon deposit into the trust fund established under the legislation, CBO estimates the payments would result in outlays of $5 million in each of the three fiscal years.

In addition, based on information from DOI and the USFS, CBO estimates that the tribe would use $3.7 million of the fiscal year 2004 appropriation to purchase the national forest land set aside under the settlement agreement. Because the USFS could spend such amounts without further appropriation action, CBO estimates that the increase in receipts subject to appropriation action would be offset by an equivalent increase in spending over fiscal years 2007 and 2008.

Pay-as-you-go considerations: The Balanced Budget and Emergency Deficit Control Act sets up pay-as-you-go procedures for legislation affecting direct spending or receipts. The following table summarizes the estimated impact of S. 2917 on direct spending.

	By fiscal year, in millions of dollars—									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Changes in outlays[1]	8	0	0	0	0	0	0	0	0	0
Changes in receipts	Not applicable									

[1] This cost could be offset by a reduction in future payments from the Judgment Fund, but CBO cannot estimate the likelihood or magnitude of such an offset.

Estimated impact on state, local, and tribal governments: S. 2917 contains no intergovernmental mandates as defined in UMRA. Any costs incurred by the tribe would be accepted voluntarily as part of this settlement agreement. The tribe has agreed to relinquish its land claims in exchange for cash payments and land.

Enactment of this legislation would impose no significant cost on state or local governments. S. 2917 contains no private-sector mandates as defined in UMRA.

Estimate prepared by: Federal Costs: John R. Righter. Impact on State, Local, and Tribal Governments: Marjorie Miller. Impact on the Private Sector: Lauren Marks.

Estimate approved by: Robert A. Sunshine, Assistant Director for Budget Analysis.

REGULATORY IMPACT STATEMENT

Paragraph 11(b) of rule XXVI of the Standing Rules of the Senate requires each report accompanying a bill to evaluate the regulatory and paperwork impact that would be incurred in carrying

out the bill. The Committee finds that enactment of S. 2917 will result in de minimis regulatory and paperwork impact.

EXECUTIVE COMMUNICATIONS

The views of the Administration on S. 2917 are set forth in a letter of September 13, 2000 to Chairman Ben Nighthorse Campbell from David J. Hayes, Deputy Secretary of the Interior, as follows:

THE DEPUTY SECRETARY OF THE INTERIOR,
Washington, DC, September 13, 2000.

Hon. BEN NIGHTHORSE CAMPBELL,
Chairman, Committee on Indian Affairs,
U.S. Senate, Washington, DC.

DEAR MR. CHAIRMAN: This letter sets forth the views of the Department of the Interior on S. 2917, a bill to settle the land claims of the Pueblo of Santo Domingo in New Mexico. The Department strongly supports S. 2917.

S. 2917 would ratify a Settlement Agreement between the federal government and the Pueblo of Santo Domingo to settle the Pueblo's land claims and related litigation, involving approximately 80,000 acres of land on both sides of the Rio Grande south of Santa Fe, New Mexico. This Settlement Agreement is the product of several years of negotiations, with the Federal Negotiating Team and the Pueblo's representatives working closely with neighboring landowners and governmental entities. Notice of the consideration of the transfer of federal lands to the Pueblo as part of a legislative settlement was published in the spring of 1999, and the Federal Team thereafter participated in numerous meetings with others to advise them of the proposed settlement and seek their input.

S. 2917, if enacted, would resolve the title and compensation claims of the Pueblo and would thus remove clouds on title to lands surrounding the Pueblo's existing reservation. All landowners in the area, including the state of New Mexico, federal agencies, private landowners, and other Indian tribes, would benefit from clarification of the limits on the Pueblo's land rights. In return, the U.S. would convey certain federal lands and monetary payments to the Pueblo over the next several years.

I. BACKGROUND

The people of the Pueblo of Santo Domingo inhabited the Rio Grande Valley near that river's confluence with the Galisteo River before the coming of Spanish colonists in the late 16th century. The Santo Domingo Pueblo Land Grant dates from 1689. Like other Indian Pueblo land grants, it did not include all traditional use areas. Subsequently, in 1748 the Pueblo itself purchased the Diego Gallegos Grant which is on the west side of the Rio Grande, overlapping the 1689 grant lands and other lands. However, after American sovereignty the Surveyor General did not survey the Diego Gallegos Grant, and no federal patent was issued to the Pueblo for those lands. Turning to the east side of the Rio Grande, the title issues relate to the fact that the original federal ("Clements") survey of the 1689 grant was under-inclusive. The resurvey in 1907 revealed that, by that time, the correct boundary of the 1689 grant would overlap three other Spanish land grants made subsequent to the 1689 grant.

Unfortunately, the Pueblo Lands Board, created by the 1924 Act, purported to extinguish Pueblo title to those overlap lands. The courts later said that the Board had no authority to do so. Numerous title conflicts have arisen between the Pueblo and other land claimants in the vicinity as a result of the erroneous Clements Survey, the pressure of western migration, and the fact that the Gallegos Grant documents were misplaced and never surveyed.

II. LAWSUITS REGARDING TITLE DISPUTES

Three principal lawsuits encompass many but not all of the title disputes. They are: (1) *Pueblo of Santo Domingo* v. *United States,* an Indian Claims Commission case that was filed in the late 1940s; (2) *Pueblo of Santo Domingo* v. *Rael,* a quiet title action against private landowners based on the Diego Gallegos Grant; and (3) *United States* v. *Thompson,* a claim to overlap lands against private landowners to the east of the Pueblo's reservation, which was dismissed based on statute of limitations grounds without resolving who had title to the lands.

1. *Pueblo of Santo Domingo* v. *United States.* The 1946 Indian Claims Commission Act (ICCA), provided a mechanism to address a broad series of claims by Indian tribes against the United States for past wrongs, including damages for the lack of "fair and honorable dealings" by government. More than 50 years ago, the Pueblo initiated *Pueblo of Santo Domingo* v. *United States* pursuant to the ICCA. The Pueblo asserted monetary claims against the United States for trespass, lost use, and breach of the ICCA's "fair and honorable dealings" provision by the United States. The Pueblo's claims involve more than 80,000 acres of land. The settlement agreement provides for a compromise award of $8 million—payable from the Judgment Fund—and the Pueblo's agreement to the stipulated settlement of the ICCA case.

2. *Pueblo of Santo Domingo* v. *Rael.* The Pueblo purchased the Diego Gallegos Grant, west of the current Pueblo Reservation, in 1748. The Pueblo brought suit against a private landowner seeking to secure possession of the land, which provided access to sacred areas. In 1988, the Federal District Court for the District of New Mexico entered judgment for the Pueblo. On appeal, the Tenth Circuit remanded the case to the district court. The Court of Appeals—noting that the *Rael* and the ICCA case concerned some of the same lands and that the United States was a defendant in the ICCA case while the Bureau of Indian Affairs was assisting the Pueblo in *Rael* with witnesses and other expenses—found that the United States potentially was taking inconsistent positions in the two cases. The Court of Appeals, among other rulings, ordered the *Rael* action held in abeyance until the Government intervened in *Rael* or judgment was entered in the ICCA case.

The Gallegos Grant includes approximately 50,000 acres, about half of this acreage is controlled by the Pueblo. The remaining land is occupied by the U.S. Forest Service, BLM, the State of New Mexico, other pueblos, and private individuals. The proposed settlement would provide for the waiver of the Pueblo's claim to the Gallegos Grant lands not currently in possession of the Pueblo.

3. *United States* v. *Thompson.* This dispute arises out of the erroneous decision by the Pueblo Lands Board in 1928. A portion of the Santo Domingo Pueblo Grant is overlapped by other Spanish land

grants, which are claimed by third parties. The overlap area, which includes approximately 24,000 acres, lies within the Pueblo's reservation as delineated by the 1907 Hall-Joy Survey but outside the earlier (and erroneous) "Clements" survey. The Pueblo Lands Board—which was created to resolve conflicting claims to pueblo lands—confirmed the Hall-Joy Survey, but nonetheless erroneously excluded the overlap area from the Pueblo's lands. In *Thompson,* the United States sought to enforce the Pueblo's title against third-parties who trace their title to the overlapping land grants. In 1991, the Tenth Circuit held that the United States' claim, which had been brought on behalf of the Pueblo, was time-barred. *United States* v. *Thompson,* 941 F.2d 1074, *cert. denied,* 503 U.S. 984 (1992). The Court of Appeals, however, found that "the [Pueblo Lands] Board ignored an express congressional directive" in determining that the overlap lands did not belong to the Pueblo. 941 F.2d at 1080.

The Court of Appeals, in finding that the action was time-barred, did not resolve who had title to the overlap area. These overlap lands are currently in the possession of non-Indians and in the Army Corps of Engineers, which acquired fee title to land for the Galisteo Project through condemnation proceedings decades ago. The proposed global settlement would resolve title issues raised in *Thompson,* clearing the title of landowners in the overlap area.

III. MECHANICS OF THE PROPOSED SETTLEMENT

The proposed settlement works as follows. After enactment of legislation ratifying the settlement and upon entry of the stipulated settlement of the ICCA case and dismissal with prejudice of the Pueblo's existing quiet title action in *Rael,* the Pueblo will receive both money and land. In addition to compromising its ICCA claims and agreeing to dismiss with prejudice the *Rael* case, the Pueblo agrees to waive other existing land claims.

The monetary component of the settlement totals $23 million, of which $8 million would be payable from the Judgment Fund. The remaining $15 million of the proposal funds would be authorized to be appropriated over three consecutive years in the amount of $5 million beginning in FY 2002. These funds will be deposited in a Santo Domingo Land Claims Settlement Fund.

The land component of the proposal is two-fold. First, the Pueblo will receive approximately 4,500 acres of BLM land within the Pueblo's claim area. These are lands that BLM has determined are appropriate for disposal. Second, the parties have agreed to a global settlement that includes a conveyance of certain lands at a negotiated purchase price. To this end, the Pueblo has the option to purchase some Forest Service land within the claim area and two other parcels of land adjacent to the claim area, approximately 7000 acres, for the agreed upon price of $3.7 million. This option, if not exercised by the Pueblo, expires two years after the final appropriation of funds to the Santo Domingo Land Acquisition Fund. The Forest Service would be authorized to use the funds to acquire replacement lands for public use elsewhere in New Mexico.

The proposed settlement agreement would confirm the Hall-Joy Survey as the boundary of the Pueblo's reservation. In order to avoid jurisdictional confusion, non-Indian fee lands within the overlap area would not be Indian country pursuant to 18 U.S.C. § 1151,

and would not be subject to tribal and federal jurisdiction. Pursuant to the settlement, land within the overlap area would constitute Indian country if it is acquired by the Pueblo in fee simple.

The proposed settlement, if legislatively ratified, would resolve the Pueblo's land claims with finality and do so in a principled way which serves the interests of all parties. The Pueblo boundaries have been in continuous dispute since the mid-19th century. This settlement resolves the Pueblo claims once and for all, clearly delineating the Pueblo's lands.

The Office of Management and Budget has advised that there is no objection to the presentation of this report from the standpoint of the Administration's program.

Sincerely,

DAVID J. HAYES.

CHANGES IN EXISTING LAW

The Committee finds that S. 2917, as amended, if enacted would make no changes in existing law.

APPENDIX

The text of the Settlement Agreement between the United States and the Pueblo of Santo Domingo to resolve all of the Pueblo's land title and trespass claims, together with a map of the settlement area, follows:

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE PUEBLO OF SANTO DOMINGO TO RESOLVE ALL OF THE PUEBLO'S LAND TITLE AND TRESPASS CLAIMS

Subject to ratification and approval by an Act of Congress, the Pueblo of Santo Domingo and the United States through the Departments of Justice, Agriculture and the Interior hereby enter into this Agreement to settle the Pueblo's land title and trespass claims, as set out in detail below.

SECTION 1. PRELIMINARY UNDERSTANDINGS

(a) This Agreement imposes no enforceable burdens or obligations on any party hereto until it has been ratified and approved by an Act of the Congress of the United States. The Agreement reflects the result of many months of negotiations between a Federal Negotiating Team representing the three Executive Departments and a Pueblo Negotiating Team representing the Tribal Council of the Pueblo of Santo Domingo, who have sought to achieve a resolution of the Pueblo's land claims to avoid the expense, hardship, and uncertainty which would result from the many years of litigation which would be required to adjudicate all of these claims with finality.

(b) Provisions for appropriated funds in Section 5 of this Agreement are subject to the Congressional appropriations process, and the schedule set forth in that Section does not bind the U.S. Congress. Accordingly, the availability of those appropriated funds to effectuate this settlement cannot be guaranteed.

(c) Nothing in this Agreement constitutes an admission of liability by the United States or the Pueblo of Santo Domingo or any admission of any fact relevant to the assertion by the Pueblo of its land and trespass claims and any claims against the United States.

SECTION 2. PURPOSE

The purpose of this Agreement is to settle fairly and with finality and certainty the land title claims, boundary disputes, and trespass claims of the Pueblo, and to provide for the extinguishment of the Pueblo's claims, including but not limited to:

(a) Docket No. 355 of the Indian Claims Commission, pending in the U.S. Court of Federal Claims;

(b) Claims to that portion of the Santo Domingo Pueblo Land Grant which is overlapped by other Spanish land grants, and which were the subject of *United States* v. *Thompson, et al.,* U.S. Dist. Ct., Dist. of New Mexico, Civil No. 84–0314 JC, and *United States* v. *Pankey,* U.S. Dist. Ct., Dist. of New Mexico, No. 729 in Law and Equity.

(c) Claims by the Pueblo based on its purchase of the Diego Gallegos Grant, including litigation styled *Pueblo of Santo Domingo* v. *Rael,* U.S. Dist. Ct., Dist. of New Mexico, Civil No. 83–1888.

(d) Claims by the Pueblo to federally-administered lands, including National Forest System lands, and to lands held by the United States for the benefit of other Indian tribes.

Notwithstanding the foregoing, nothing in this Agreement is intended to or shall effectuate an extinguishment of or otherwise impair the Pueblo's title to or interest in lands or water rights as described in Section 9(b)(1) of this Agreement.

SECTION 3. AMENDMENT; OPTION TO WITHDRAW

(a)(1) The parties to this Settlement Agreement may agree to amend the Agreement at any time prior to enactment of legislation ratifying and approving this Agreement.

(2) The parties may amend this Settlement Agreement after the enactment of the ratifying legislation for purposes of making technical corrections only.

(b)(1) If one house of the U.S. Congress passes a bill which would alter the terms of this Settlement Agreement or would otherwise impose terms on the parties inconsistent with the terms of this Settlement Agreement, in a manner that materially prejudices the interests of either party, either party may, at any time after passage of the bill by that house, exercise the option to withdraw its approval of this Agreement by written notice to the other party. Such notices must be received by the other party prior to enrollment of the bill pursuant to 1 U.S.C. § 106.

(2) In addition to the provisions of subparagraph (b)(1), either party may withdraw from this Settlement Agreement if ratifying legislation is not enacted by November 15, 2000, provided that such notice of withdrawal must be received by the other party prior to the enrollment of a bill pursuant to 1 U.S.C. § 106.

(3) The provisions of subparagraphs (b) and (c) do not impair or in any way limit the constitutional authorities of the President of the United States.

(c)(1) Exercise by the Pueblo of the option to withdraw pursuant to subsection (b) will require a resolution of the Tribal Council. Notice of the exercise must be delivered by hand to the Assistant Attorney General, Environment and Natural Resources Division, or to another official authorized to act on her behalf.

(2) Exercise by the federal agencies of the option to withdraw will require a notice letter signed by the Assistant Attorney General, Environment and Natural Resources Division, or by another official authorized to act on her behalf. Notice of the exercise must be de-

livered by hand to the Governor of the Pueblo of Santo Domingo, or to another official authorized to act on his behalf.

SECTION 4. DEFINITIONS

(a) "Federally-administered lands" means lands, waters, or interests therein, administered by federal agencies, except for that owned by or for the benefit of Indian tribes or individual Indians.

(b) "Land management agencies" means the Bureau of Land Management and the Forest Service of the Department of Agriculture.

(c) "Parties" means the Pueblo of Santo Domingo and the United States through the Departments of Justice, Agriculture, and the Interior.

(d) "Public lands" shall have the same meaning as provided in section 103 of the Federal Land Policy and Management Act, 43 U.S.C. § 1702(e).

(e) "Pueblo" means the Pueblo of Santo Domingo.

(f) "Secretary" means the Secretary of the Interior and his delegees, unless expressly stated otherwise.

(g) "Technical corrections" means changes to this Settlement Agreement to correct typographical errors, mistakes in land descriptions, or other minor corrections that do not alter the bargain between the parties or the basic terms of the Agreement.

SECTION 5. MONETARY BENEFITS TO THE PUEBLO

(a) After enactment of the ratifying legislation, and within 60 days after the dismissal with prejudice of the lawsuit styled *Pueblo of Santo Domingo* v. *Rael,* No. CIV–83–1888, in the U.S. District Court for the District of New Mexico, the United States and the Pueblo will file a Motion for Entry of Stipulated Judgment, attached hereto as Appendix A, in *Pueblo of Santo Domingo* v. *United States,* Indian Claims Commission Docket No. 355 in the U.S. Court of Federal Claims, providing for an award to the Pueblo, in settlement of all of its remaining claims in Docket 355, of $8 million pursuant to Section 22 of the Act of August 13, 1946, 60 Stat. 1049, 1055, and the Act of October 8, 1976, 90 Stat. 1990. Funds necessary to pay that award will be disbursed pursuant to 31 U.S.C. § 1304 after final judgment has been entered by the U.S. Court of Federal Claims.

(b) The ratifying legislation shall authorize the establishment of a Pueblo of Santo Domingo Land Claims Settlement Fund to enable the Pueblo to acquire lands within the exterior boundaries of the exclusive aboriginal occupancy area of the Pueblo, as set out in the Findings of Fact of the Indian Claims Commission, dated May 9, 1973, and for use for education, economic development, youth and elderly programs, or other tribal purposes in accordance with plans and budgets developed approved by the Tribal Council of the Pueblo and approved by the Secretary, except that no portion of these funds may be paid to members of the Pueblo on a *per capita* basis. The parties agree that the acquisition of lands with these funds shall be on a willing seller basis, and that ratifying legislation shall prohibit the exercise of any eminent domain authority for purposes of acquiring lands for the benefit of the Pueblo pursuant to this settlement. Funds deposited in the Settlement Fund pursu-

ant to subsections (c) and (d) of this section shall be maintained and invested by the Secretary pursuant to 25 U.S.C. § 162a. The ratifying legislation will provide that the provisions of Public Law 93–134, governing the distribution of Indian claims judgment funds, and the plan approval requirements of Section 203 of Public Law 103–412 shall not be applicable to these funds. If the Pueblo withdraws money from the Fund and uses it or deposits it in a private financial institution, except as provided in the withdrawal plan, neither the Secretary nor the Secretary of the Treasury shall retain any oversight over or liability for the accounting, disbursement, or investment of the funds.

(c) The ratifying legislation shall authorize the appropriation of sums in the annual Department of the Interior and Related Agencies Appropriations Acts over the next three fiscal years, commencing with FY 2002, in the total amount of $15 million to be deposited into the Pueblo of Santo Domingo Land Claims Settlement Fund.

(d) The funds appropriated pursuant to the judgment described in Section 5(a) shall be deposited into the Pueblo of Santo Domingo Land Claims Settlement Fund.

SECTION 6. TRANSFER OF PUBLIC LANDS TO THE PUEBLO

On the date of the entry of the Stipulated Judgment in *Pueblo of Santo Domingo* v. *United States,* Indian Claims Commission Docket No. 355 in the Court of Federal Claims, as provided in Section 5(a), and in consideration for the aforesaid judgment and dismissal, certain public lands administered by the Bureau of Land Management, consisting of approximately 4,577.10 acres of land, and described in Appendix B to this Agreement, shall thereafter be held by the United States in trust for the benefit and use of the Pueblo, subject to valid third-party existing rights, including rights of access, and such rights-of-way for public and/or administrative access over conveyed lands as described in Appendix C to this Agreement.

SECTION 7. SALE OF NATIONAL FOREST SYSTEM LANDS TO THE PUEBLO

(a) After enactment of the ratifying legislation and compliance with Section 5(a), the Pueblo shall, subject to Section 7(f), have the exclusive right to acquire the following three tracts of National Forest System lands:

(1) The Canada de Cochiti tract, as described in Appendix D to this Agreement;

(2) The Majada Mesa tract, as described in Appendix E to this Agreement;

(3) The Canada de Santa Fe tract, as described in Appendix F to this Agreement.

(b)(1) Upon receipt of a Tribal Council resolution stating the Pueblo's intent to exercise its right to acquire all three tracts, the deposit by the Pueblo of the consideration specified in subsection (d) into an agreed-upon escrow, and the completion of a pre-acquisition environmental site assessment by the Bureau of Indian Affairs to determine if the lands are free of hazardous materials, the Sec-

retary of Agriculture shall convey or cause to be conveyed to the Pueblo all rights, title and interests in and to those National Forest System lands.

(2) For those National Forest lands having the status of acquired lands, the Forest Service shall convey to the Pueblo by quitclaim deed; for those National Forest lands which have public domain status the Secretary of the Interior, through the Bureau of Land Management, shall issue patents. Once the Pueblo has acquired title to these lands, they may be conveyed by the Pueblo to the Secretary of the Interior who shall accept and hold such lands in the name of the United States in trust for the benefit of the Pueblo.

(c) The lands to be conveyed to the Pueblo pursuant to this section shall be subject to:

(1) any and all valid existing rights which may be outstanding or reserved, and

(2) reservations in the United States, including all rights of administrative and public access, which rights and reservations are described in Appendix G to this Agreement.

(d) At the time of closing on the sale of the National Forest lands to the Pueblo of Santo Domingo the Pueblo shall consent to the issuance by the Secretary of the Interior of an easement of perpetual access to the Pueblo of Jemez along what is now designated as Forest Road 140, and shall also consent to the issuance of perpetual easements to the State Highway and Transportation Department for state roads 16 and 22.

(e) Consideration for the total of the conveyances authorized by this section shall be $3.7 million payable by the Pueblo from any source, including the Land Claims Settlement Fund created pursuant to Section 5(b), to the Secretary of Agriculture at closing. Funds so received by the Secretary of Agriculture shall be deposited in the fund established under the Act of December 4, 1967, known as the Sisk Act (16 U.S.C. § 484a), and shall be available to purchase non-Federal lands within or adjacent to the National Forests in the State of New Mexico.

(f) If, after two years from the date of the third and final appropriation of funds for the Land Claims Settlement Fund, or after ten years from the date this Agreement is ratified by an Act of Congress, whichever is earlier, the Pueblo has not exercised its exclusive right to acquire the National Forest System lands described herein by tendering the consideration pursuant to paragraph (b)(1) of this section, the exclusive right of the Pueblo to acquire the lands will expire and the Secretary of Agriculture may offer such lands for sale or exchange, in whole or part, to any other party.

SECTION 8. SEGREGATION OF FEDERAL LANDS

(a) By notice published in the Federal Register on March 29, 1999 (64 F.R. 14937–38), the public lands and National Forest lands described in Sections 6 and 7 of this Agreement were closed from surface entry and mining for up to two years.

(b) The ratifying legislation will provide that these lands shall be further withdrawn, subject to valid existing rights, from any new public use or entry under any federal land laws, and shall not be identified for any disposition by or for any agency of the United States, other than the transfers to the Pueblo as set forth in Sec-

tions 6 and 7, and permits not to exceed one year, until such lands are conveyed to the Pueblo or treated as being held in trust for the benefit of the Pueblo, or until ten years from the date of the ratifying legislation, whichever occurs earlier. No mineral production or exploration or harvest of forest products shall be permitted on these lands pending their transfer to the Pueblo: *Provided,* that after consultation with the Pueblo, nothing herein shall preclude forest management practices on such lands, including the harvest of timber in the event of fire, disease or insect infestation.

(c) Before permits not to exceed one year, as described in Paragraph (b) of the Section, for use of the public lands and National Forest lands described in Sections 6 and 7 may be granted or renewed, or otherwise created, enlarged or extended, the land management agencies shall consult with authorized representatives of the Pueblo. After the Pueblo has exercised its right to acquire the National Forest lands pursuant to Section 7(b)(1), and prior to the date of closing on the conveyance, no such grant or renewal may be made without the express written consent of the Tribal Council of the Pueblo.

SECTION 9. COMPROMISE, RESOLUTION AND EXTINGUISHMENT OF SANTO DOMINGO CLAIMS

(a) With respect to the Pueblo's claims against the United states, its agencies, officers, and instrumentalities, in consideration for the benefits of this Agreement and for other valuable consideration, the Pueblo agrees, subject to the provisions of subsection (b):

(1) to the relinquishment and extinguishment of all claims to land, whether based on aboriginal or recognized title, and of all claims for damages or other judicial relief or for administrative remedies pertaining in any way to the Pueblo's land, such as boundary, trespass, and mismanagement claims, including but not limited to any claims related to:

(A) any federally-administered lands, including National Forest System lands designated in this Agreement for possible sale or exchange to the Pueblo, and

(B) any lands owned or held for the benefit of any Indian tribe other than the Pueblo;

and (2) to the compromise and settlement of all claims which were, or could have been, brought in Docket No. 355, pending in the United States Court of Federal Claims.

(b)(1) Nothing in this Settlement Agreement, including subsections (a) and (c) of this section, is intended to or shall in any way effectuate an extinguishment of or otherwise impair: (i) the Pueblo's title to lands acquired by or for the benefit of the Pueblo since December 28, 1927, or in a tract of land of approximately 150.14 acres known as the "sliver area" and described on a plat which is Appendix H to the Agreement; (ii) the Pueblo's title to land within the Santo Domingo Pueblo Grant which the Pueblo Lands Board found not to have been extinguished; or (iii) the Pueblo's water rights appurtenant to the lands described in clauses (i) and (ii) of this subsection; nor shall anything in this Agreement expand, reduce or otherwise impair any rights which the Pueblo or its members may have under existing federal statutes concerning religious and cultural access to and uses of the public lands.

(2) The Pueblo agrees that the ratifying legislation shall confirm the Pueblo Lands Board's determination on page 1 of its Report of December 28, 1927, that Santo Domingo Pueblo title derived from the Santo Domingo Pueblo Grant to the lands overlapped by the La Majada, Sitio de Juana Lopez and Mesita de Juana Lopez Grants has been extinguished as of the date of that Report.

(c) In further consideration for the benefits of this Agreement, and other valuable consideration, the Pueblo agrees, subject to the provisions of subsection (b), with respect to claims against persons, the State of New Mexico and its subdivisions, and Indian tribes other than the Pueblo, to the relinquishment and extinguishment of all claims to land, whether based on aboriginal or recognized title, and of all claims for damages or other judicial relief or for administrative remedies pertaining in any way to the Pueblo's land, such as boundary and trespass claims.

(d) The Pueblo further agrees to the extinguishment of all claims listed on pages 13894–13895 of Volume 48 of the Federal Register, published on March 31, 1983, except for claims numbered 002 and 004.

(e) The ratifying legislation shall contain the following provision:

> Any transfer of land or natural resources, prior to the enactment of this Act, located anywhere within the United States from, by, or on behalf of the Pueblo, or any of the Pueblo's members, shall be deemed to have been made in accordance with the Trade and Intercourse Act of June 30, 1834 (R.S. § 2116, ch. 161, Sec. 12, 4 Stat. 729, 730), Section 17 of the Pueblo Lands Act of June 7, 1924 (ch. 331, 43 Stat. 636), and any other provision of Federal law that specifically applies to transfers of land or natural resources from, by, or on behalf of an Indian tribe: *Provided, however*, That nothing in this section shall be construed to affect or eliminate the personal claim of any individual Indian which is pursued under any law of general applicability that protects non-Indians as well as Indians.

(f) The provisions of subsections (a), (b)(2), (c), (d), and (e) of this section shall not become effective or binding upon the Pueblo until (1) the approval of this Settlement Agreement by an Act of Congress; (2) the dismissal with prejudice of the lawsuit styled *Pueblo of Santo Domingo* v. *Rael*, No. CIV–83–1888, in the U.S. District Court for the District of New Mexico; and (3) the entry of final judgment in *Pueblo of Santo Domingo* v. *United States*, Indian Claims Commission Docket No. 355 in the U.S. Court of Federal Claims; and those provisions shall only apply to claims which exist on the date of this Agreement.

(g)(1) In addition to foregoing provisions of this section, in order to address the boundary overlaps and title conflicts between the Pueblo of Santo Domingo and the Pueblo de Cochiti, the parties agree that the provisions of Resolution 97–010 of the Tribal Council of the Pueblo de Cochiti, dated August 18, 1997, and Resolution No. C–22–99, dated November 23, 1999, shall be approved by the ratifying legislation.

(2) The ratifying legislation shall also provide, in accordance with Resolution No. C–22–99 of the Tribal Council of the Pueblo de

Cochiti, that the Pueblo de Cochiti has agreed to the relinquishment of its claim to that portion of the southwest corner of its Spanish land grant which overlaps the northern boundary of the Santo Domingo Pueblo Grant (consisting of approximately 148 acres of land), in consideration for the Pueblo of Santo Domingo's agreement to the extinguishment of its claims, and has also agreed to disclaim any right to receive any compensation from the United States or any other party for said overlapping land.

SECTION 10. JURISDICTION AND LAND STATUS

(a) Any lands owned by or on behalf of the Pueblo within the boundaries of the Santo Domingo Pueblo Grant, as determined by the 1907 Hall-Joy Survey, confirmed in the Report of the Pueblo Lands Board, dated December 28, 1927, on the date specified in Section 9(f), or hereinafter acquired by the Pueblo within the Grant in fee simple absolute, shall be considered "Indian country" within the meaning of Section 1151 of Title 18 of the United States Code, subject to valid existing rights and any future exercise of Congressional power. Nothing herein is intended to cloud title to federally-administered lands or non-Indian or other Indian lands, with regard to claims of title which are extinguished pursuant to Section 9.

(b) The ratifying legislation shall also provide that any lands or interests in lands not owned or acquired in fee simple absolute at any time by the Pueblo within the Santo Domingo Pueblo Grant shall not be treated as "Indian country".

(c) The ratifying legislation shall provide that any lands acquired by the Pueblo pursuant to this settlement or with funds paid to the Pueblo in accordancae with the terms of Section 5 of this Agreement shall be subject to the provisions of Section 17 of the Pueblo Lands Act of 1924.

SECTION 11. ANTI-DEFICIENCY ACT

Any requirement for payment of obligation of funds by the United States shall be subject to the availability of appropriated funds. No provision of this Settlement Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, and 1511–1519.

The undersigned approve and enter into this Settlement Agreement between the United States (as represented by the Departments of the Interior, Agriculture, and Justice) and the Pueblo of Santo Domingo (as represented by the Governor) to resolve the Pueblo of Santo Domingo's land title and trespass claims:

Pueblo of Santo Domingo
TONY TORTALITA,
Governor.

United States Department of the Interior
DAVID J. HAYES,
Deputy Secretary.

United States Department of Agriculture
CHARLES R. RAWLS,
General Counsel.

United States Department of Justice
LOIS J. SCHIFFER,
Assistant Attorney General,
Environment and Natural Resources Division.

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