

## **SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT ("Agreement") is entered into by and among the United States of America, acting on its own behalf through the Department of the Interior, Bureau of Indian Affairs ("BIA"), and in its capacity as trustee for the Pueblo of Santa Clara; the City of Española, New Mexico, a municipal corporation and a political subdivision of the State of New Mexico (the "City"); and the Pueblo of Santa Clara, a federally recognized Indian tribe situated within Rio Arriba and Santa Fe Counties, New Mexico (the "Pueblo") (collectively referred to as the "Parties"), on behalf of themselves and all of their respective officers, agents, employees, contractors, heirs, successors, and assignees with respect to all matters and claims arising out of the litigation currently pending in the United States District Court for the District of New Mexico, captioned *United States v. City of Española*, No. 1:16-cv-00391-SWS-MLC (the "Court").

### **RECITALS**

A. Much of the City lies within the exterior boundaries of the Santa Clara Pueblo Grant, the Pueblo's core landholding.

B. Most of the land within the City's boundaries consists of private lands, patented under the terms of the Pueblo Lands Act, Act of June 7, 1924, c. 331, 43 Stat. 636, but many of the roadways remain in Pueblo ownership.

C. Many water and sewer lines installed by the City to serve its citizens were installed, in part, under Pueblo lands, but, for unknown reasons, the City failed to obtain easements for those lines, as required by the Indian Right-of-Way Act, 25 U.S.C. §§ 323-328 ("ROW Act"); and, similarly, many streets were constructed by the City, in part over Pueblo lands, but without easements therefor, which water and sewer lines and streets are shown in the Exhibits attached hereto.

D. In the 1980s, in settlement of a previous trespass lawsuit brought by the Pueblo, the City obtained leases or easements that arguably gave it valid tenure for some of its water and sewer lines on Pueblo lands. On March 14, 1984, the BIA approved Right-of-Way No. NPA-84-SC-20 ("ROW SC-20"), and on July 30, 1984, the BIA approved Right-of-Way No. NPA-84-SC-50 ("ROW SC-50").

E. ROW SC-20 expired by its terms on March 31, 2002. ROW SC-50 expired on July 29, 1994. The City did not seek to renew either right-of-way grant.

F. On May 6, 2016, the United States sued the City in the Court for trespass and ejectment. *United States v. City of Española*, No. 1:16-cv-00391-SWS-MLC (D.N.M.), Doc. 1 (filed May 6, 2016) (the "Lawsuit"). The Lawsuit alleged that, in light of the expiration of ROW SC-20 and ROW SC-50, the City's water and sewer lines were trespassing on the Pueblo's lands, and sought monetary damages for the trespass and ejectment of the City's facilities from the Pueblo land.

G. On June 3, 2016, the Pueblo intervened in the Lawsuit, asserting additional damages claims for trespassing streets and other utility facilities not covered by the United States' Complaint, and for trespass by the facilities covered by the expired easements prior to the commencement of the limitations period applicable to the United States' claims in the Lawsuit. *See id.* Docs. 5-8.

H. On August 1, 2016, the City filed answers and counterclaims to both the United States' and Pueblo's Complaints. *See id.* Docs. 18 and 19.

I. Later in August 2016, the Parties jointly sought from the District Court, and the Court granted, a stay of the litigation to allow the Parties to engage in court-annexed settlement negotiations under the auspices of Magistrate Judge Karen B. Molzen. *See id.* Docs. 20, 21, 23.

J. From October 2016, through December 2023, the Parties engaged in court-annexed settlement negotiations with Judge Molzen's assistance that eventually resulted in a proposed settlement that comprehensively resolves the disputes among them.

K. First, the Parties tentatively settled the United States' and the Pueblo's damages claims in the Lawsuit in an Interim Settlement Agreement, entered into by the City and the Pueblo on or about October 19, 2022 (the "ISA"), for which the United States indicated its support by letter dated December 8, 2022. (Copies of the ISA and the United States' letter are attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and incorporated by reference in this Agreement.) The ISA was contingent, among other things, on the Pueblo and the City agreeing to terms for a new easement or easements that would establish valid tenure for all City facilities in trespass on Pueblo lands.

L. Second, on or about December 15, 2023, the Parties reached an agreement that, subject to certain contingencies, is acceptable to the United States and to the Pueblo as the basis for an easement or easements that would cover all of the presently known City facilities that are in trespass on Pueblo lands, and including one facility that is proposed but not yet built, and this Agreement sets forth the terms of such agreement and the contingencies that could affect whether and when the easement or easements would come into effect.

NOW, THEREFORE, in consideration of the covenants, agreements, mutual promises and representations hereinafter set forth, the Parties agree as follows:

## **TERMS AND CONDITIONS**

### **1. General Obligations.**

A. **City Obligations.** As further described in more detail in later paragraphs of this Agreement, the City shall have the following general obligations under this Agreement:

- i. Utilize the plats and legal descriptions to be supplied by the United States for the City's right-of-way ("ROW") applications for the identified streets,

water and sewer lines, and other facilities (but not the yet-to-be-constructed water line described in paragraph 2.A.iv., below).

- ii. Conduct such studies, assessments, and investigations and prepare such reports as may be required to support the required ROW applications and, in particular, obtain a centerline survey for the yet-to-be-constructed water line described in paragraph 2.A.iv., below.
- iii. Prepare complete ROW applications pursuant to 25 C.F.R. Part 169 ("Part 169"), in cooperation with the Pueblo, and transmit the applications to the Pueblo for the Tribal Council's consideration and consent, which will not be unreasonably conditioned, delayed, or withheld, and for the Pueblo's submission to the BIA.

**B. Pueblo Obligations.** As further described in more detail in later paragraphs of this Agreement, the Pueblo shall have the following general obligations under this Agreement:

- i. Cooperate with and assist the City as may reasonably be necessary to facilitate the City's performance of its obligations under this Agreement.
- ii. Timely issue permits and such other authorizations as may be necessary for the City to work lawfully on Pueblo land.
- iii. Timely consider and provide written comment on the City's submission of draft ROW applications and related documents.
- iv. Timely submit proposed ROW applications approved by Pueblo staff to the Tribal Council for consideration.
- v. Timely obtain resolution(s) from the Tribal Council consenting to submission of complete ROW applications to the BIA.
- vi. Submit the completed ROW applications along with the Tribal Council's consenting resolution to the BIA.

**C. United States Obligations.** As further described in more detail in later paragraphs of this Agreement, the United States shall have the following general obligations under this Agreement:

- i. Cooperate with and provide technical assistance to the City and the Pueblo as may reasonably be necessary to facilitate the performance of their obligations under this Agreement.

- ii. Timely consider and provide technical assistance on the City's submission of draft ROW applications and related documents, and timely provide to the City plats and legal descriptions and underlying data for all of the segments of water and sewer lines and streets alleged to be in trespass in the Lawsuit.
- iii. Timely review ROW applications for completeness and compliance under Part 169, timely request additional documentation or information from the City and Pueblo as may be necessary, and timely act on the completed ROW applications.

2. **Premises.**

A. Subject to all of the terms and conditions set forth in this Agreement, the Pueblo consents to one or more grants of easement to the City by the Secretary of the Interior for ROWs across the following Pueblo lands:

- i. Eighty-seven (87) parcels of Pueblo land, on, across, and under which segments of the City's water and sewer lines are situated, as more particularly described in the legal descriptions attached hereto as **Exhibits 3 – 89** and incorporated by reference in this Agreement, comprising a total of 28.343 acres, more or less;
- ii. Fifteen (15) parcels of Pueblo land, on and across which segments of City streets are situated, as more particularly described in the legal descriptions attached hereto as **Exhibits 90 – 104** and incorporated by reference in this Agreement, comprising a total of 2.0466 acres, more or less;
- iii. One (1) parcel of Pueblo land, on which a City lift station is situated, as more particularly described in the legal description attached hereto as **Exhibit 105** and incorporated by reference in this Agreement, comprising a total of 0.054 acres, more or less; and
- iv. One (1) parcel of Pueblo land, on, across, and under which a water line, not yet constructed, to be approximately two hundred thirty (230) feet in length, extending from West Sombrillo Road to U.S. Highway 84/285 (the "Connector Line"), in the area generally shown in the overhead-view map attached hereto as **Exhibit 106** and incorporated by reference in this Agreement, comprising a total of 0.106 acres, more or less.

The water and sewer lines, streets, and other structures identified above are hereinafter sometimes referred to as the "Facilities," and the grants of easement for ROW for the Facilities are referred to hereinafter as the "Easements."

B. The area of the Easements for the water and sewer lines shall be twenty (20) feet in width, ten (10) feet on either side of the water or sewer line segment in question, unless a smaller width is dictated by the area of Pueblo land affected. The area of the Easements for the

street segments shall be the width of the paved surface of the roadway, unless a smaller width is dictated by the area of Pueblo lands affected. The Easements shall permit the City to perform normal operation and maintenance functions, and to upgrade the water and sewer lines, including the replacement of existing lines with larger ones, so long as the Easement affected will accommodate such larger facilities, and so long as the purpose of use of the upgraded line does not change; but the City agrees to give the Pueblo at least forty-eight (48) hours advance notice, by telephone call or e-mail to the Pueblo utility department, of any planned maintenance or upgrade operations that will involve surface disturbance of Pueblo lands, and the Pueblo may, at its own expense, have a representative present to observe the work; and provided, that in the event of an emergency situation, in which prompt repair or maintenance to one of the Facilities is required to avoid potential harm to persons or property, the City may take such action as is necessary to resolve the emergency situation, provided the City gives notice of such action to the Pueblo as early as practicable under the circumstances.

3. **Term.** The term of the Easements shall be twenty-five (25) years, beginning at 12:01 a.m. on July 1, 2022, and ending at 12:01 a.m. on June 30, 2047. No holding over by the City after the expiration of the term of the Easements shall operate to extend or renew the Easements or this Agreement, unless the City has taken good-faith steps at least one year prior to the expiration of the Easements to commence negotiations with the Pueblo on a renewal or extension of the Easements, and such negotiations continue to completion. *See* 25 C.F.R. § 169.410.

4. **Compensation for New Easements.**

A. Within fifteen (15) days of the Secretary's grant of the Easements for the Facilities to the City, the City shall pay directly to the Pueblo as compensation for the Easements a one-time sum of Two Million Five Hundred Thousand Dollars (\$2,500,000), subject to certain credits, as set forth below in paragraph 4.C. The Pueblo agrees that this sum is fair and reasonable, that accepting such amount as compensation for the Easements is in the best interest of the Pueblo, and the Pueblo therefore waives valuation of the Easements under Part 169.

B. The Parties understand that the City must obtain a loan or grant of all or part of such sum, and that this Agreement is contingent upon the City obtaining such loan or grant, or a binding commitment from some third party to provide such sum, at a time, in a manner, and on terms not inconsistent with the terms of this Agreement. The City shall obtain such sum or binding commitment by or before December 31, 2024, and shall provide, within ten (10) days after that date, written confirmation that it has obtained such sum or a binding commitment for such sum, to the Pueblo and to the United States. In the event the City fails to obtain such sum or a binding commitment for such sum by December 31, 2024, this Agreement may, at the option of the Pueblo, by written notice to the City and the United States (the "Termination Notice") become null and void and of no effect; and in that event all sums theretofore paid by the City to the Pueblo pursuant to the ISA and the provisions of paragraph 5, below, except any late fees, shall be refunded to the City by the Pueblo within thirty (30) days after delivery of the Termination Notice.

C. Until the payment of compensation as set forth in paragraph 4.A is made, the City shall pay to the Pueblo, by the first day of each calendar month, the sum of Seven Thousand Five

Hundred Dollars (\$7,500), which amount will be invoiced by the Pueblo to the City (but the failure of the City to receive an invoice shall not excuse the City from making the payment as required herein). A monthly payment made more than ten (10) days after the due date shall include a late fee of Three Hundred Seventy-Five Dollars (\$375.00). The total amount of such payments, including payments made beginning as of August 2023 (but not including late fees), shall be credited against the sum of \$2,500,000 due to the Pueblo for the Easements, as set forth in paragraph 4.A, above.

D. In the event the Pueblo or a Pueblo entity acquires after the Effective Date of this Agreement title to any real property on, across, or under which portions of the City's water or sewer lines are situated, the Pueblo or Pueblo entity shall take title to the property subject to the existing rights held by the City for the existing lines, and no new grant of easement for ROW or compensation shall be due.

E. The City agrees that any development of structures or facilities by the Pueblo or a Pueblo-owned entity located on Pueblo land within the City limits after the Effective Date of this Agreement shall be entitled to connect to existing City water and sewer lines on the same terms and conditions as would apply to any non-Pueblo-owned structure or facility. The City shall charge the Pueblo or the Pueblo entity that owns the structure or facility the same rates for the water and sewer services provided as the City would charge a comparable non-Pueblo-owned structure or facility, and the City shall ensure that the Pueblo or Pueblo entity is subject to the same terms and conditions of use of the City water and sewer facilities as apply to non-Pueblo users.

## **5. Compensation for Past Use of Pueblo Land.**

A. The City shall pay directly to the Pueblo the sum of One Million Four Hundred Thousand Dollars (\$1,400,000) as compensation for the City's past use of the Pueblo's land for the Facilities through 12:00 a.m. on July 1, 2022. The City shall pay this sum in twenty (20) annual installments of Seventy Thousand Dollars (\$70,000) each. After the tenth installment payment, interest shall accrue on the unpaid balance at the rate of two percent (2%) per year, and each subsequent payment, beginning with the eleventh installment payment, shall consist of the principal installment payment of \$70,000 and all accrued interest to the date of the payment. Payments shall be made by electronic funds transfer. Nothing in this paragraph shall preclude the City from prepaying all or any portion of the outstanding balance at any time during the 20-year payment term.

B. The City made the first annual installment payment of \$70,000 on October 1, 2023. The City shall make each successive installment payment (unless and until the City exercises its right to prepay, and pays in full, the entire outstanding balance) by October 1 of each successive year. If the City makes any installment payment to the Pueblo more than ten (10) days, but less than thirty (30) days, after the due date, the City shall incur a late-payment fee of five percent (5%) of the installment amount, or Three Thousand Five Hundred Dollars (\$3,500). If the City makes any installment payment more than 30 days late, the City shall incur an additional late-payment fee in the same amount for each 30-day period until the payment is made. Should any installment payment be made more than sixty (60) days after the date on

which it is due, the Pueblo reserves the right to declare the full outstanding balance due and payable, plus interest at 5% until paid. The Pueblo shall provide the City with written notice of all late charges incurred, and the City shall pay such late charges within 10 days of the City's receipt of such notice.

6. **Issuance of Public Apology.** Within fifteen (15) days of the Effective Date, the City shall publish, in a daily newspaper of general circulation in Santa Fe County or Rio Arriba County, New Mexico, or in the Rio Grande Sun, an apology for the City's delay in resolving the Parties' dispute. On October 19, 2022, the City provided to the Pueblo and the United States for review the text of the proposed apology.

7. **ROW Application and Approval.**

A. The Parties acknowledge and agree that the ROW Act and Part 169 govern the application for, and the granting and administration of, ROWs on the Pueblo's land. Pursuant to the ROW Act and Part 169, the Secretary accordingly must grant the Easements to which the Pueblo consents under paragraph 2, subject to the terms and conditions of this Agreement and applicable Federal law.

B. In order to expedite the ROW application and review process for the Easements, the Pueblo and the City agree to use ROW templates to be provided by the BIA. The BIA has been providing and will continue to provide technical assistance to the Pueblo and the City with respect to developing the ROW applications. The Pueblo and the City acknowledge, however, that such technical assistance shall not constitute a grant of, or promise to grant, the Easements.

C. During the course of the Lawsuit, the United States and its experts developed certain survey, mapping, and geographic information system ("GIS") data relating to the Facilities. Utilizing these data, the United States shall provide to the City accurate plats and legal descriptions of each of the Easements as shown on the attached exhibits, which the City shall incorporate into its ROW applications. The Pueblo accepts the survey, mapping, and GIS data relating to the Facilities as an accurate and true depiction of the ROWs described in paragraphs 2.A.i through 2.A.iii. The United States further agrees, within fifteen (15) days after the Secretary's grant of the Easements for the Facilities to the City, to provide the City with electronic copies of the GIS files relating to the Facilities; but provided that the United States shall not provide the City with any plat, legal description, or other data relative to the Connector Line, and the City shall be fully responsible for developing the data needed for the application for Easement for that line itself.

D. Within ninety (90) days after providing written confirmation to the Pueblo and the United States that it has obtained the funding, or a binding commitment for the funding, as set forth in paragraph 4.B, the City shall submit to the Pueblo's Realty Office ROW applications for the Easements. Provided that the City is working diligently to complete the ROW applications for submission to the Pueblo's Realty Office and is otherwise complying with the terms of this Agreement, the City may request a reasonable extension of the time in which the City must submit the ROW applications, approval of which request the Pueblo will not unreasonably condition, delay, or withhold. The Pueblo shall provide such reasonable information, assistance

and cooperation to the City as is necessary to complete the ROW application. The Pueblo's Realty Office, upon determining that the material submitted by the City complies with Part 169, shall then submit the applications, together with a copy of this Agreement and a resolution of the Pueblo's Tribal Council approving this Agreement and consenting to the grant of the Easements by the Secretary, to the BIA Southwest Regional Realty Office ("BIA Realty Office"), and the City and the Pueblo shall thereafter work diligently with the BIA Realty Office to ensure that all information required by that Office in connection with the review of the application is provided in a timely fashion.

E. If the City, Pueblo, and BIA Realty Office, after consultation, determine that the Connector Line should be the subject of a separate ROW application, due to the applicability of more comprehensive environmental-review requirements under Part 169 in connection with the application and review process for that not-yet-constructed water line, the City agrees that the ROW application for the Connector Line shall be submitted to and processed by the BIA Realty Office separately from the ROW applications for the Facilities identified in paragraph 2.A.i through 2.A.iii. In that case, the payment of compensation for the new Easements, as set forth in paragraph 4.A, shall be due within fifteen (15) days after the Secretary grants the Easements for the Facilities identified in paragraph 2.A.i through 2.A.iii, and no additional compensation (above the amount specified in paragraph 4.A) shall be required for the Pueblo's consent to the Easement for the Connector Line.

F. The Pueblo and the City shall cooperate with respect to the preparation and filing of documentation necessary for the Secretary to grant the Easements. The Pueblo agrees to prepare, execute, and submit to the BIA such further documents as may be required by the BIA in support of the City's application(s), subject to any limitations contained herein. The Pueblo shall pay no additional costs related to any surveys.

G. As soon as practicable after the Pueblo and City agree on the contents of the ROW applications, the Pueblo shall submit the applications to the BIA Realty Office for review and, if all Part 169 requirements are met, approval.

H. The Department shall cause the granted ROWs to be recorded with the BIA's Land Title and Records Office as expeditiously as possible.

8. **Settlement and Release of Claims.** The Parties acknowledge and agree that this Agreement is intended to resolve any and all manner of actions and causes of actions, complaints, claims, counterclaims, suits, debts, liens, appeals, obligations, and demands whatsoever, of any kind or nature, whether known or unknown, which each party has, or may have had, arising out of or related in any manner to the facts alleged in the Lawsuit, and any and all claims, counterclaims, and demands that were asserted in the Lawsuit. In consideration of and subject to the Parties' compliance with the terms and conditions of this Agreement, the Pueblo and the United States release the City from any and all claims, demands, or liability of any kind arising from the facts alleged in the United States' and the Pueblo's Complaints in the Lawsuit, or that could have been asserted in the Complaints, through June 30, 2022; and the City releases the Pueblo and the United States from any and all claims, demands, or liability of any kind



arising from the facts alleged in the City's Counterclaims in the Lawsuit, or that could have been asserted in the Counterclaims, through June 30, 2022.

9. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the Court enters a Judgment or Order accepting or approving the terms of this Agreement, at which time this Agreement shall be valid, binding, and effective.

10. **Enforcement of Agreement.**

A. The Parties agree that the Court shall retain jurisdiction over the Lawsuit for the purpose of effectuating or enforcing compliance with the terms of this Agreement or, if the City fails to comply with its obligations under subparagraph 4.A and the Pueblo voids this Agreement pursuant to subparagraph 4.B, for the purpose of litigating the Parties' claims in the Lawsuit. The Parties reserve all legal and equitable remedies available to enforce the provisions of this Agreement.

B. Not later than five (5) days after the Parties have executed this Agreement, the Parties shall jointly file this Agreement with the Court as part of a proposed Consent Judgment to be entered by the Court.

11. **Attorneys' Fees and Costs.** The Parties shall each be responsible for their own attorneys' fees, costs, and other litigation expenses in connection with the Lawsuit, the preparation of this Agreement, and any proceedings undertaken to effectuate or enforce compliance with the terms of this Agreement.

12. **Authority of the Parties.** The undersigned representative(s) for each party certifies that he or she is fully authorized by the party or parties whom he or she represents to enter into the terms and conditions of this Agreement and to bind legally such party or parties to it. In particular, the Pueblo certifies that the Tribal Council has reviewed this Agreement and approved and authorized its execution for the Pueblo, by its Governor, and the City certifies that the City Council has reviewed this Agreement and approved and authorized its execution for the City, by its Mayor.

13. **Full Cooperation in Consummating Agreement.** The Parties shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

14. **No Admission of Liability.** This Agreement is a compromise settlement of disputed claims. This Agreement is not, and shall not be construed as, an admission of liability by any of the Parties.

15. **Construction of Agreement.** For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all of the Parties, and shall not be construed against any of them in any dispute for that reason.

16. **Modification.** The terms of this Agreement, including any of the attached exhibits, shall be modified only by a subsequent written agreement signed by all the Parties. If the modification constitutes a material change to this Agreement, it shall be effective only upon approval by the Court. Non-material modifications to this Agreement shall be effective when signed in writing by all the Parties. Any disputes concerning modification of this Agreement shall be resolved pursuant to paragraph 10.

17. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

18. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall entitle any person or entity other than the Parties or their successors or assigns to any claim, cause of action, remedy, right, benefit, or immunity of any kind whatsoever.

19. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

20. **Notice.**

A. All notices or other communications required or permitted by this Agreement, except as otherwise provided by this Agreement, shall be in writing and personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below (or any other address that the party to be notified may have designated to the sender by like notice), or by electronic mail to the e-mail addresses set forth below. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notices sent by e-mail shall be deemed delivered on the date the email is received. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

If to the United States, to:

Regional Director  
Bureau of Indian Affairs, Southwest Region  
1001 Indian School Road, NW  
Albuquerque, NM 87104

With a copy to:

Regional Solicitor  
Office of the Solicitor, SW Region  
505 Marquette Ave., NW, Ste. 1800  
Albuquerque, NM 87102

If to the Tribe, to:

Governor  
Pueblo of Santa Clara  
P.O. Box 580  
Española, NM 87532

City of Española  
Attn: City Manager  
405 N. Paseo de Oñate  
Española, NM 87532

21. **Anti-Deficiency Act.** Nothing contained in this Agreement shall be interpreted as, or shall constitute, a commitment or requirement that the Parties take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law.

**UNITED STATES OF AMERICA** (on its own behalf and in its capacity as trustee for the Pueblo of Santa Clara)

December 17, 2024

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Date

## Date \_\_\_\_\_

12/20/2024  
Date

If to the City, to:

City of Española  
Attn: City Manager  
405 N. Paseo de Oñate  
Española, NM 87532

B. The Parties shall at all times keep one another informed of the names, addresses and contact information of their respective principal representatives for purposes of this Agreement.

21. **Anti-Deficiency Act.** Nothing contained in this Agreement shall be interpreted as, or shall constitute, a commitment or requirement that the Parties take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law.

IN WITNESS WHEREOF, the following authorized representatives of the Parties have signed their names on the dates indicated below, thereby executing this Settlement Agreement.

**UNITED STATES OF AMERICA (on its own behalf and in its capacity as trustee for the Pueblo of Santa Clara)**

By: Samuel D. Gollis  
Samuel D. Gollis, Trial Attorney  
Indian Resources Section  
Environment and Natural Resources Division  
United States Department of Justice

December 17, 2024  
Date

**PUEBLO OF SANTA CLARA**

By: Michael Chavarria  
Michael Chavarria, Governor

December 17, 2024  
Date

**CITY OF ESPAÑOLA**

By: \_\_\_\_\_  
John Ramon Vigil, Mayor

\_\_\_\_\_  
Date