

**Calendar No. 664**118<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION**S. 4643****[Report No. 118–262]**

To approve the settlement of water rights claims of the Zuni Indian Tribe in the Zuni River Stream System in the State of New Mexico, to protect the Zuni Salt Lake, and for other purposes.

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**IN THE SENATE OF THE UNITED STATES**

JULY 9, 2024

Mr. HEINRICH (for himself and Mr. LUJÁN) introduced the following bill;  
which was read twice and referred to the Committee on Indian Affairs

DECEMBER 4, 2024

Reported by Mr. SCHATZ, without amendment

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**A BILL**

To approve the settlement of water rights claims of the Zuni Indian Tribe in the Zuni River Stream System in the State of New Mexico, to protect the Zuni Salt Lake, and for other purposes.

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

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

2 (a) **SHORT TITLE.**—This Act may be cited as the  
 3 “Zuni Indian Tribe Water Rights Settlement Act of  
 4 2024”.

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

Sec. 1. Short title; table of contents.  
 Sec. 2. Definitions.

**TITLE I—ZUNI INDIAN TRIBE WATER RIGHTS SETTLEMENT**

Sec. 101. Purposes.  
 Sec. 102. Definitions.  
 Sec. 103. Ratification of Agreement.  
 Sec. 104. Tribal Water Rights.  
 Sec. 105. Settlement Trust Fund.  
 Sec. 106. Funding.  
 Sec. 107. Waivers and releases of claims.  
 Sec. 108. Satisfaction of claims.  
 Sec. 109. Enforceability date.  
 Sec. 110. Miscellaneous provisions.  
 Sec. 111. Relation to Allottees.  
 Sec. 112. Antideficiency.

**TITLE II—ZUNI SALT LAKE AND SANCTUARY PROTECTION**

Sec. 201. Definitions.  
 Sec. 202. Withdrawal of certain Federal land in New Mexico.  
 Sec. 203. Management of Federal land.  
 Sec. 204. Transfer of land into trust.  
 Sec. 205. Maps and legal descriptions.

7 **SEC. 2. DEFINITIONS.**

8 In this Act:

9 (1) **ENFORCEABILITY DATE.**—The term “En-  
 10 forceability Date” means the date described in sec-  
 11 tion 109.

12 (2) **SECRETARY.**—The term “Secretary” means  
 13 the Secretary of the Interior.

1           (3) STATE.—The term “State” means the State  
2 of New Mexico.

3           (4) TRIBAL WATER RIGHTS.—

4           (A) IN GENERAL.—The term “Tribal  
5 Water Rights” means the water rights of the  
6 Tribe in the Zuni River Stream System (as de-  
7 fined in section 102)—

8           (i) as identified in the Agreement and  
9 section 104; and

10           (ii) as confirmed in the Partial Final  
11 Judgment and Decree (as defined in sec-  
12 tion 102).

13           (B) EXCLUSIONS.—The term “Tribal  
14 Water Rights” does not include—

15           (i) any interest that the Tribe may  
16 have in an Allotment (as defined in section  
17 102) that is determined by the Secretary  
18 to be patented pursuant to section 1 of the  
19 Act of February 8, 1887 (commonly known  
20 as the “Indian General Allotment Act”)  
21 (24 Stat. 388, chapter 119; 25 U.S.C.  
22 331) (as in effect on the day before the  
23 date of enactment of the Indian Land Con-  
24 solidation Act Amendments of 2000 (Pub-  
25 lic Law 106–462; 114 Stat. 1991)); or

1           (ii) any undivided interest that the  
 2           Tribe may have in an Allotment (as so de-  
 3           fined) that is determined by the Secretary  
 4           to be patented pursuant to an authority  
 5           other than section 1 of the Act of Feb-  
 6           ruary 8, 1887 (commonly known as the  
 7           “Indian General Allotment Act”) (24 Stat.  
 8           388, chapter 119; 25 U.S.C. 331) (as in  
 9           effect on the day before the date of enact-  
 10          ment of the Indian Land Consolidation Act  
 11          Amendments of 2000 (Public Law 106-  
 12          462; 114 Stat. 1991)).

13           (5) **TRIBE.**—The term “Tribe” means the Zuni  
 14          Tribe of the Zuni Reservation, a federally recognized  
 15          Indian Tribe.

16           **TITLE I—ZUNI INDIAN TRIBE**  
 17           **WATER RIGHTS SETTLEMENT**

18           **SEC. 101. PURPOSES.**

19           The purposes of this title are—

- 20           (1) to achieve a fair, equitable, and final settle-  
 21          ment of all claims to water rights in the Zuni River  
 22          Stream System in the State for—
- 23                   (A) the Tribe; and
- 24                   (B) the United States, acting as trustee  
 25          for the Tribe;

1           (2) to authorize, ratify, and confirm the Agree-  
2           ment entered into by the Tribe, the State, and var-  
3           ious other parties to the extent that the Agreement  
4           is consistent with this title;

5           (3) to authorize and direct the Secretary—

6                   (A) to execute the Agreement; and

7                   (B) to take any other actions necessary to  
8           carry out the Agreement in accordance with  
9           this title; and

10          (4) to authorize funds necessary for the imple-  
11          mentation of the Agreement and this title.

12 **SEC. 102. DEFINITIONS.**

13          In this title:

14           (1) **ADJUDICATION.**—The term “Adjudication”  
15           means the general adjudication of water rights enti-  
16           tled “United States v. A&R Production, et al.”, Civil  
17           No. 01–CV–00072, including the subproceeding Civil  
18           No. 07–CV–00681, pending as of the date of enact-  
19           ment of this Act in the United States District Court  
20           for the District of New Mexico.

21           (2) **AGREEMENT.**—The term “Agreement”  
22           means—

23                   (A) the document entitled “Settlement  
24           Agreement to Quantify and Protect the Water  
25           Rights of the Zuni Indian Tribe in the Zuni

1 River Basin in New Mexico and to Protect the  
2 Zuni Salt Lake” and dated May 1, 2023, and  
3 the attachments thereto; and

4 (B) any amendment to the document re-  
5 ferred to in subparagraph (A) (including an  
6 amendment to an attachment thereto) that is  
7 executed to ensure that the Agreement is con-  
8 sistent with this title.

9 (3) ALLOTMENT.—The term “Allotment”  
10 means—

11 (A) any of the 9 parcels on Zuni Lands  
12 that are held in trust by the United States for  
13 individual Indians, or an Indian Tribe holding  
14 an undivided fractional beneficial interest,  
15 under the patents numbered 202394, 224251,  
16 224252, 224667, 234753, 236955, 254124,  
17 254125, and 254126; and

18 (B) any of the 6 parcels in the State off  
19 Zuni Lands that are held in trust by the United  
20 States for individual Indians, or an Indian  
21 Tribe holding an undivided fractional beneficial  
22 interest, under the patents numbered 211719,  
23 246362, 246363, 246364, 246365, and  
24 247321.

25 (4) ALLOTTEE.—The term “Allottee” means—

1 (A) an individual Indian holding a bene-  
2 ficial interest in an Allotment; or

3 (B) an Indian Tribe holding an undivided  
4 fractional beneficial interest in an Allotment.

5 (5) PARTIAL FINAL JUDGMENT AND DECREE.—

6 The term “Partial Final Judgment and Decree”  
7 means a final or interlocutory partial final judgment  
8 and decree entered by the United States District  
9 Court for the District of New Mexico with respect  
10 to the water rights of the Tribe—

11 (A) that is substantially in the form de-  
12 scribed in the Agreement, as amended to ensure  
13 consistency with this title; and

14 (B) from which no further appeal may be  
15 taken.

16 (6) TRUST FUND.—The term “Trust Fund”  
17 means the Zuni Tribe Settlement Trust Fund estab-  
18 lished under section 105(a).

19 (7) ZUNI LANDS.—The term “Zuni Lands”  
20 means land within the State that is held in trust by  
21 the United States for the Tribe, or owned by the  
22 Tribe, at the time of filing of a Motion for Entry of  
23 the Partial Final Judgment and Decree, including  
24 the land withdrawn from sale and set apart as a res-

1       ervation or in trust for the use and occupancy of the  
2       Tribe by—

3               (A) Executive Order of March 16, 1877  
4               (relating to Zuni Pueblo reserve), as amended  
5               by Executive Order of May 1, 1883 (relating to  
6               Zuni Reserve);

7               (B) Presidential Proclamation 1412, dated  
8               November 30, 1917;

9               (C) the Act of June 20, 1935 (49 Stat.  
10              393, chapter 282);

11              (D) the Act of August 13, 1949 (63 Stat.  
12              604, chapter 425); and

13              (E) the Warranty Deed recorded on July  
14              16, 1997, in Book 6, Page 5885 of the Cibola  
15              County Records.

16              (8) ZUNI RIVER STREAM SYSTEM.—The term  
17              “Zuni River Stream System” means the Zuni River  
18              surface water drainage basin identified in the order  
19              of the United States District Court for the District  
20              of New Mexico in the Adjudication entitled “Order  
21              on Special Master’s Report re: Geographic Scope of  
22              Adjudication, Docket 200” and dated May 21, 2003.

23   **SEC. 103. RATIFICATION OF AGREEMENT.**

24              (a) RATIFICATION.—



1           (1) IN GENERAL.—Except as modified by this  
2 title, and to the extent that the Agreement does not  
3 conflict with this title, the Agreement is authorized,  
4 ratified, and confirmed.

5           (2) AMENDMENTS.—If an amendment to the  
6 Agreement, or to any attachment to the Agreement  
7 requiring the signature of the Secretary, is executed  
8 in accordance with this title to make the Agreement  
9 consistent with this title, the amendment is author-  
10 ized, ratified, and confirmed.

11 (b) EXECUTION.—

12           (1) IN GENERAL.—To the extent the Agreement  
13 does not conflict with this title, the Secretary shall  
14 execute the Agreement, including all attachments to  
15 or parts of the Agreement, requiring the signature  
16 of the Secretary.

17           (2) MODIFICATIONS.—Nothing in this title pro-  
18 hibits the Secretary, after execution of the Agree-  
19 ment, from approving any modification to the Agree-  
20 ment, including an attachment to the Agreement,  
21 that is consistent with this title, to the extent that  
22 the modification does not otherwise require congress-  
23 sional approval under section 2116 of the Revised  
24 Statutes (25 U.S.C. 177) or any other applicable  
25 Federal law.

1 (c) ENVIRONMENTAL COMPLIANCE.—

2 (1) IN GENERAL.—In implementing the Agree-  
3 ment and this title, the Secretary shall comply  
4 with—

5 (A) the Endangered Species Act of 1973  
6 (16 U.S.C. 1531 et seq.);

7 (B) the National Environmental Policy Act  
8 of 1969 (42 U.S.C. 4321 et seq.), including the  
9 implementing regulations of that Act; and

10 (C) all other applicable Federal environ-  
11 mental laws and regulations.

12 (2) COMPLIANCE.—

13 (A) IN GENERAL.—In implementing the  
14 Agreement and this title, the Tribe shall pre-  
15 pare any necessary environmental documents,  
16 consistent with—

17 (i) the Endangered Species Act of  
18 1973 (16 U.S.C. 1531 et seq.);

19 (ii) the National Environmental Policy  
20 Act of 1969 (42 U.S.C. 4321 et seq.), in-  
21 cluding the implementing regulations of  
22 that Act; and

23 (iii) all other applicable Federal envi-  
24 ronmental laws and regulations.

1 (B) AUTHORIZATIONS.—The Secretary  
2 shall—

3 (i) independently evaluate the docu-  
4 mentation required under subparagraph  
5 (A); and

6 (ii) be responsible for the accuracy,  
7 scope, and contents of that documentation.

8 (3) EFFECT OF EXECUTION.—The execution of  
9 the Agreement by the Secretary under this section  
10 shall not constitute a major Federal action under  
11 the National Environmental Policy Act of 1969 (42  
12 U.S.C. 4321 et seq.).

13 (4) COSTS.—Any costs associated with the per-  
14 formance of the compliance activities under this sub-  
15 section shall be paid from funds deposited in the  
16 Trust Fund, subject to the condition that any costs  
17 associated with the performance of Federal approval  
18 or other review of such compliance work or costs as-  
19 sociated with inherently Federal functions shall re-  
20 main the responsibility of the Secretary.

21 **SEC. 104. TRIBAL WATER RIGHTS.**

22 (a) TRUST STATUS OF THE TRIBAL WATER  
23 RIGHTS.—The Tribal Water Rights shall be held in trust  
24 by the United States on behalf of the Tribe, in accordance  
25 with the Agreement and this title.

1 (b) FORFEITURE AND ABANDONMENT.—

2 (1) IN GENERAL.—The Tribal Water Rights  
3 shall not be subject to loss through non-use, for-  
4 feiture, abandonment, or other operation of law.

5 (2) STATE-LAW BASED WATER RIGHTS.—State-  
6 law based water rights acquired by the Tribe, or by  
7 the United States on behalf of the Tribe, after the  
8 date for inclusion in the Partial Final Judgment and  
9 Decree shall not be subject to forfeiture, abandon-  
10 ment, or permanent alienation from the time those  
11 water rights are acquired.

12 (c) USE.—Any use of the Tribal Water Rights shall  
13 be subject to the terms and conditions of the Agreement  
14 and this title.

15 (d) ALLOTMENT RIGHTS NOT INCLUDED.—The  
16 Tribal Water Rights do not include any water rights for  
17 an Allotment.

18 (e) ALLOTTEES NOT ADVERSELY AFFECTED.—  
19 Nothing in this title quantifies or diminishes any water  
20 right, or any claim or entitlement to water, of an Allottee.

21 (f) ACCOUNTING FOR ALLOTMENT USES.—Any use  
22 of water on an Allotment shall be accounted for out of  
23 the Tribal Water Rights recognized in the Agreement, in-  
24 cluding recognition of—

1           (1) any water use existing on an Allotment as  
2           of the date of enactment of this Act;

3           (2) reasonable domestic, stock, and irrigation  
4           water uses put into use on an Allotment; and

5           (3) any water right decreed to the United  
6           States in trust for an Allottee in the Adjudication  
7           for use on an Allotment.

8           (g) ALLOTTEE WATER RIGHTS.—The Tribe shall not  
9           object in the Adjudication to the quantification of reason-  
10          able domestic, stock, and irrigation water uses on an Allot-  
11          ment, and shall administer any water use on Zuni Lands  
12          in accordance with applicable Federal law, including rec-  
13          ognition of—

14           (1) any water use existing on an Allotment as  
15           of the date of enactment of this Act;

16           (2) reasonable domestic, stock, and irrigation  
17           water uses on an Allotment; and

18           (3) any water right decreed to the United  
19           States in trust for an Allottee in the Adjudication.

20          (h) AUTHORITY OF THE TRIBE.—

21           (1) IN GENERAL.—The Tribe shall have the au-  
22           thority to allocate, distribute, and lease the Tribal  
23           Water Rights for use on Zuni Lands in accordance  
24           with the Agreement, this title, and applicable Fed-  
25           eral law, including the first section of the Act of Au-

1       gust 9, 1955 (69 Stat. 539, chapter 615; 25 U.S.C.  
2       415) (commonly known as the “Long-Term Leasing  
3       Act”).

4               (2) USE OFF ZUNI LANDS.—

5               (A) IN GENERAL.—The Tribe may allo-  
6       cate, distribute, and lease the Tribal Water  
7       Rights for use off Zuni Lands in accordance  
8       with the Agreement, this title, and applicable  
9       Federal law, subject to the approval of the Sec-  
10      retary.

11              (B) MAXIMUM TERM.—The maximum  
12      term of any lease, including all renewals, under  
13      this paragraph shall not exceed 99 years.

14              (i) ADMINISTRATION.—

15              (1) NO ALIENATION.—The Tribe shall not per-  
16      manently alienate any portion of the Tribal Water  
17      Rights.

18              (2) PURCHASES OR GRANTS OF LAND FROM IN-  
19      DIANS.—An authorization provided by this title for  
20      the allocation, distribution, leasing, or other ar-  
21      rangement entered into pursuant to this title shall  
22      be considered to satisfy any requirement for author-  
23      ization of the action required by Federal law.

24              (3) PROHIBITION ON FORFEITURE.—The non-  
25      use of all or any portion of the Tribal Water Rights

1 by any water user shall not result in the forfeiture,  
2 abandonment, relinquishment, or other loss of all or  
3 any portion of the Tribal Water Rights.

4 **SEC. 105. SETTLEMENT TRUST FUND.**

5 (a) ESTABLISHMENT.—The Secretary shall establish  
6 a trust fund, to be known as the “Zuni Tribe Settlement  
7 Trust Fund”, to be managed, invested, and distributed by  
8 the Secretary and to remain available until expended,  
9 withdrawn, or reverted to the general fund of the Treas-  
10 ury, consisting of amounts deposited in the Trust Fund  
11 under subsection (c), together with any investment earn-  
12 ings, including interest, earned on those amounts, for the  
13 purpose of carrying out this title.

14 (b) TRUST FUND ACCOUNTS.—The Secretary shall  
15 establish in the Trust Fund the following accounts:

16 (1) The Zuni Tribe Water Rights Settlement  
17 Trust Account.

18 (2) The Zuni Tribe Operation, Maintenance, &  
19 Replacement Trust Account.

20 (c) DEPOSITS.—The Secretary shall deposit in the  
21 Trust Fund the amounts made available under section  
22 106(a).

23 (d) MANAGEMENT AND INTEREST.—

24 (1) MANAGEMENT.—On receipt and deposit of  
25 funds into the Trust Fund under subsection (c), the

1 Secretary shall manage, invest, and distribute all  
2 amounts in the Trust Fund in a manner that is con-  
3 sistent with the investment authority of the Sec-  
4 retary under—

5 (A) the first section of the Act of June 24,  
6 1938 (25 U.S.C. 162a);

7 (B) the American Indian Trust Fund Man-  
8 agement Reform Act of 1994 (25 U.S.C. 4001  
9 et seq.); and

10 (C) this section.

11 (2) INVESTMENT EARNINGS.—In addition to  
12 the amounts deposited under subsection (c), any in-  
13 vestment earnings, including interest, earned on  
14 those amounts, held in the Trust Fund are author-  
15 ized to be used in accordance with subsections (f)  
16 and (h).

17 (e) AVAILABILITY OF AMOUNTS.—

18 (1) IN GENERAL.—Amounts appropriated to,  
19 and deposited in, the Trust Fund, including any in-  
20 vestment earnings, including interest, earned on  
21 those amounts, shall be made available to the Tribe  
22 by the Secretary beginning on the Enforceability  
23 Date, subject to the requirements of this section, ex-  
24 cept for funds to be made available to the Tribe pur-  
25 suant to paragraph (2).



1           (2) USE OF FUNDS.—Notwithstanding para-  
2 graph (1), \$50,000,000 of the amounts deposited in  
3 the Trust Fund, including any investment earnings,  
4 including interest, earned on those amounts, shall be  
5 available to the Tribe for the following uses on the  
6 date on which the amounts are deposited in the  
7 Trust Fund:

8           (A) Developing economic water develop-  
9 ment plans.

10           (B) Preparing environmental compliance  
11 documents.

12           (C) Preparing water project engineering  
13 designs.

14           (D) Establishing and operating a water re-  
15 source department.

16           (E) Installing groundwater wells on Zuni  
17 Lands to meet immediate domestic, commercial,  
18 municipal, industrial, livestock, or supplemental  
19 irrigation water needs.

20           (F) Urgent repairs to irrigation infrastruc-  
21 ture.

22           (G) Acquiring land and water rights or  
23 water supply.

24           (H) Developing water measurement and  
25 reporting water use plans.

1 (f) WITHDRAWALS.—

2 (1) WITHDRAWALS UNDER THE AMERICAN IN-  
3 DIAN TRUST FUND MANAGEMENT REFORM ACT OF  
4 1994.—

5 (A) IN GENERAL.—The Tribe may with-  
6 draw any portion of the amounts in the Trust  
7 Fund on approval by the Secretary of a Tribal  
8 management plan submitted by the Tribe in ac-  
9 cordance with the American Indian Trust Fund  
10 Management Reform Act of 1994 (25 U.S.C.  
11 4001 et seq.).

12 (B) REQUIREMENTS.—In addition to the  
13 requirements under the American Indian Trust  
14 Fund Management Reform Act of 1994 (25  
15 U.S.C. 4001 et seq.), the Tribal management  
16 plan under this paragraph shall require that the  
17 Tribe shall spend all amounts withdrawn from  
18 the Trust Fund, and any investment earnings,  
19 including interest, earned on those amounts,  
20 through the investments under the Tribal man-  
21 agement plan, in accordance with this title.

22 (C) ENFORCEMENT.—The Secretary may  
23 carry out such judicial and administrative ac-  
24 tions as the Secretary determines to be nec-  
25 essary to enforce the Tribal management plan

1 under this paragraph and to ensure that  
2 amounts withdrawn by the Tribe from the  
3 Trust Fund under subparagraph (A) are used  
4 in accordance with this title.

5 (2) WITHDRAWALS UNDER EXPENDITURE  
6 PLAN.—

7 (A) IN GENERAL.—The Tribe may submit  
8 to the Secretary a request to withdraw amounts  
9 from the Trust Fund pursuant to an approved  
10 expenditure plan.

11 (B) REQUIREMENTS.—To be eligible to  
12 withdraw amounts under an expenditure plan  
13 under subparagraph (A), the Tribe shall submit  
14 to the Secretary an expenditure plan for any  
15 portion of the Trust Fund the Tribe elects to  
16 withdraw pursuant to that subparagraph, sub-  
17 ject to the condition that the amounts shall be  
18 used for the purposes described in this title.

19 (C) INCLUSIONS.—An expenditure plan  
20 submitted under subparagraph (A) shall include  
21 a description of the manner and purpose for  
22 which the amounts proposed to be withdrawn  
23 from the Trust Fund will be used by the Tribe,  
24 in accordance with this subsection and sub-  
25 section (h).

1 (D) APPROVAL.—The Secretary shall ap-  
2 prove an expenditure plan submitted under sub-  
3 paragraph (A) if the Secretary determines that  
4 the expenditure plan—

5 (i) is reasonable; and

6 (ii) is consistent with, and will be used  
7 for, the purposes of this title.

8 (E) ENFORCEMENT.—The Secretary may  
9 carry out such judicial and administrative ac-  
10 tions as the Secretary determines to be nec-  
11 essary—

12 (i) to enforce an expenditure plan;

13 and

14 (ii) to ensure that amounts withdrawn  
15 under this paragraph are used in accord-  
16 ance with this title.

17 (g) EFFECT OF SECTION.—Nothing in this section  
18 entitles the Tribe the right to judicial review of a deter-  
19 mination of the Secretary relating to whether to approve  
20 the Tribal management plan under paragraph (1) of sub-  
21 section (f) or an expenditure plan under paragraph (2)  
22 of that subsection, except under subchapter II of chapter  
23 5, and chapter 7, of title 5, United States Code (commonly  
24 known as the “Administrative Procedure Act”).

25 (h) USES.—

1           (1) ZUNI TRIBE WATER RIGHTS SETTLEMENT  
2 TRUST ACCOUNT.—The Zuni Tribe Water Rights  
3 Settlement Trust Account established under sub-  
4 section (b)(1) may only be used for the following  
5 purposes:

6           (A) Planning, permitting, designing, engi-  
7 neering, constructing, reconstructing, replacing,  
8 rehabilitating, operating, or repairing water  
9 production, treatment, or delivery infrastruc-  
10 ture, including for domestic and municipal sup-  
11 ply, or wastewater infrastructure.

12           (B) Planning, permitting, designing, engi-  
13 neering, constructing, reconstructing, replacing,  
14 rehabilitating, operating, or repairing water  
15 production, treatment, or delivery infrastruc-  
16 ture, acquisition of water, or on-farm improve-  
17 ments for irrigation, livestock, and support of  
18 agriculture.

19           (C) Planning, permitting, designing, engi-  
20 neering, constructing, reconstructing, replacing,  
21 rehabilitating, operating, monitoring, or other  
22 measures for watershed and endangered species  
23 habitat protection and enhancement, land and  
24 water rights acquisition, water-related Tribal  
25 community welfare and economic development,

1 and costs relating to the implementation of the  
2 Agreement.

3 (D) Ensuring environmental compliance in  
4 the development and construction of projects  
5 under this title.

6 (E) Tribal water rights management and  
7 administration.

8 (2) ZUNI TRIBE OPERATION, MAINTENANCE, &  
9 REPLACEMENT TRUST ACCOUNT.—The Zuni Tribe  
10 Operation, Maintenance, & Replacement Trust Ac-  
11 count established under subsection (b)(2) may only  
12 be used to pay costs for operation, maintenance, and  
13 replacement of water infrastructure to serve Tribal  
14 domestic, commercial, municipal, industrial, irriga-  
15 tion, and livestock water uses from any water  
16 source.

17 (i) LIABILITY.—The Secretary and the Secretary of  
18 the Treasury shall not be liable for the expenditure or in-  
19 vestment of any amounts withdrawn from the Trust Fund  
20 by the Tribe under the Tribal management plan or an ex-  
21 penditure plan under paragraph (1) or (2) of subsection  
22 (f), respectively.

23 (j) EXPENDITURE REPORTS.—The Tribe shall annu-  
24 ally submit to the Secretary an expenditure report describ-  
25 ing amounts spent from, and accomplishment from the use

1 of, withdrawals under the Tribal management plan or an  
2 expenditure plan under paragraph (1) or (2) of subsection  
3 (f), respectively.

4 (k) NO PER CAPITA DISTRIBUTIONS.—No portion of  
5 the Trust Fund shall be distributed on a per capita basis  
6 to any member of the Tribe.

7 (l) TITLE TO INFRASTRUCTURE.—Title to, control  
8 over, and operation of any project constructed using funds  
9 from the Trust Fund shall remain in the Tribe.

10 (m) OPERATION, MAINTENANCE, AND REPLACE-  
11 MENT.—All operation, maintenance, and replacement  
12 costs of any project constructed using funds from the  
13 Trust Fund shall be the responsibility of the Tribe.

14 **SEC. 106. FUNDING.**

15 (a) MANDATORY APPROPRIATIONS.—Out of any  
16 money in the Treasury not otherwise appropriated, the  
17 Secretary of the Treasury shall transfer to the Sec-  
18 retary—

19 (1) for deposit in the Zuni Tribe Water Rights  
20 Settlement Trust Account established under section  
21 105(b)(1), \$655,500,000, to remain available until  
22 expended, withdrawn, or reverted to the general  
23 fund of the Treasury; and

24 (2) for deposit in the Zuni Tribe Operation,  
25 Maintenance, & Replacement Trust Account estab-

1 lished under section 105(b)(2), \$29,500,000, to re-  
2 main available until expended, withdrawn, or re-  
3 verted to the general fund of the Treasury.

4 (b) FLUCTUATION IN COSTS.—

5 (1) IN GENERAL.—The amount appropriated  
6 under subsection (a) shall be increased or decreased,  
7 as appropriate, by such amounts as may be justified  
8 by reason of ordinary fluctuations in costs, as indi-  
9 cated by the Bureau of Reclamation Construction  
10 Cost Index–Composite Trend.

11 (2) CONSTRUCTION COSTS ADJUSTMENT.—The  
12 amount appropriated under subsection (a) shall be  
13 adjusted to address construction cost changes nec-  
14 essary to account for unforeseen market volatility  
15 that may not otherwise be captured by engineering  
16 cost indices, as determined by the Secretary, includ-  
17 ing repricing applicable to the types of construction  
18 and current industry standards involved.

19 (3) REPETITION.—The adjustment process  
20 under this subsection shall be repeated for each sub-  
21 sequent amount appropriated until the applicable  
22 amount, as adjusted, has been appropriated.

23 (4) PERIOD OF INDEXING.—The period of in-  
24 dexing adjustment under this subsection for any in-  
25 crement of funding shall start on January 1, 2022,



1 and end on the date on which the funds are depos-  
2 ited in the Trust Fund.

3 (c) STATE COST-SHARE.—Pursuant to the Agree-  
4 ment, the State shall contribute—

5 (1) \$750,000, for development and execution of  
6 monitoring plans pursuant to the Agreement; and

7 (2) \$500,000, to be deposited in an interest-  
8 bearing account, to mitigate impairment to non-In-  
9 dian domestic and livestock groundwater rights as a  
10 result of new Tribal water use.

11 **SEC. 107. WAIVERS AND RELEASES OF CLAIMS.**

12 (a) WAIVERS AND RELEASES OF CLAIMS BY ZUNI  
13 TRIBE AND UNITED STATES AS TRUSTEE FOR ZUNI  
14 TRIBE.—Subject to the reservation of rights and retention  
15 of claims under subsection (d), as consideration for rec-  
16 ognition of the Tribal Water Rights and other benefits de-  
17 scribed in the Agreement and this title, the Tribe and the  
18 United States, acting as trustee for the Tribe, shall exe-  
19 cute a waiver and release of all claims for—

20 (1) water rights within the Zuni River Stream  
21 System that the Tribe, or the United States acting  
22 as trustee for the Tribe, asserted or could have as-  
23 serted in any proceeding, including the Adjudication,  
24 on or before the Enforceability Date, except to the

1 extent that such rights are recognized in the Agree-  
2 ment and this title; and

3 (2) damages, losses, or injuries to water rights  
4 or claims of interference with, diversion of, or taking  
5 of water rights (including claims for injury to land  
6 resulting from such damages, losses, injuries, inter-  
7 ference, diversion, or taking of water rights) in the  
8 Zuni River Stream System against any party to the  
9 Agreement that accrued at any time up to and in-  
10 cluding the Enforceability Date.

11 (b) WAIVERS AND RELEASES OF CLAIMS BY ZUNI  
12 TRIBE AGAINST UNITED STATES.—Subject to the res-  
13 ervation of rights and retention of claims under subsection  
14 (d), the Tribe shall execute a waiver and release of all  
15 claims against the United States (including any agency  
16 or employee of the United States) for water rights within  
17 the Zuni River Stream System first arising before the En-  
18 forceability Date relating to—

19 (1) water rights within the Zuni River Stream  
20 System that the United States, acting as trustee for  
21 the Tribe, asserted or could have asserted in any  
22 proceeding, including the Adjudication, except to the  
23 extent that such rights are recognized as part of the  
24 Tribal Water Rights under this title;

1           (2) foregone benefits from non-Indian use of  
2           water, on and off Zuni Lands (including water from  
3           all sources and for all uses), within the Zuni River  
4           Stream System;

5           (3) damage, loss, or injury to water, water  
6           rights, land, or natural resources due to loss of  
7           water or water rights (including damages, losses, or  
8           injuries to hunting, fishing, gathering, or cultural  
9           rights due to loss of water or water rights, claims  
10          relating to interference with, diversion of, or taking  
11          of water, or claims relating to a failure to protect,  
12          acquire, replace, or develop water, water rights, or  
13          water infrastructure) within the Zuni River Stream  
14          System;

15          (4) a failure to establish or provide a municipal,  
16          rural, or industrial water delivery system on Zuni  
17          Lands within the Zuni River Stream System;

18          (5) damage, loss, or injury to water, water  
19          rights, land, or natural resources due to construc-  
20          tion, operation, and management of irrigation  
21          projects on Zuni Lands or Federal land (including  
22          damages, losses, or injuries to fish habitat, wildlife,  
23          and wildlife habitat) within the Zuni River Stream  
24          System;

1           (6) a failure to provide for operation, mainte-  
2           nance, or deferred maintenance for any irrigation  
3           system or irrigation project within the Zuni River  
4           Stream System;

5           (7) a failure to provide a dam safety improve-  
6           ment to a dam on Zuni Lands within the Zuni River  
7           Stream System;

8           (8) the litigation of claims relating to any water  
9           right of the Tribe within the Zuni River Stream Sys-  
10          tem; and

11          (9) the negotiation, execution, or adoption of  
12          the Agreement and this title.

13          (c) EFFECTIVE DATE.—The waivers and releases de-  
14          scribed in subsections (a) and (b) shall take effect on the  
15          Enforceability Date.

16          (d) RESERVATION OF RIGHTS AND RETENTION OF  
17          CLAIMS.—Notwithstanding the waivers and releases under  
18          subsections (a) and (b), the Tribe and the United States,  
19          acting as trustee for the Tribe, shall retain all claims relat-  
20          ing to—

21                 (1) the enforcement of, or claims accruing after  
22                 the Enforceability Date relating to, water rights rec-  
23                 ognized under the Agreement, this title, or the Par-  
24                 tial Final Judgment and Decree entered into in the  
25                 Adjudication;

1           (2) activities affecting the quality of water, in-  
2           cluding claims under—

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

7                   (B) the Safe Drinking Water Act (42  
8                   U.S.C. 300f et seq.);

9                   (C) the Federal Water Pollution Control  
10                  Act (33 U.S.C. 1251 et seq.); and

11                  (D) any regulations implementing the Acts  
12                  described in subparagraphs (A) through (C);

13           (3) the right to use and protect water rights ac-  
14           quired after the date of enactment of this Act;

15           (4) damage, loss, or injury to land or natural  
16           resources that is not due to loss of water or water  
17           rights, including hunting, fishing, gathering, or cul-  
18           tural rights;

19           (5) all rights, remedies, privileges, immunities,  
20           and powers not specifically waived and released pur-  
21           suant to this title or the Agreement; and

22           (6) loss of water or water rights in locations  
23           outside of the Zuni River Stream System.

24           (e) EFFECT OF AGREEMENT AND TITLE.—Nothing  
25           in the Agreement or this title—

1           (1) reduces or extends the sovereignty (includ-  
2           ing civil and criminal jurisdiction) of any govern-  
3           ment entity;

4           (2) affects the ability of the United States, as  
5           sovereign, to carry out any activity authorized by  
6           law, including—

7                   (A) the Comprehensive Environmental Re-  
8                   sponse, Compensation, and Liability Act of  
9                   1980 (42 U.S.C. 9601 et seq.);

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

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

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

16                   (E) any regulations implementing the Acts  
17                   described in subparagraphs (A) through (D);

18           (3) affects the ability of the United States to  
19           act as trustee for the Tribe (consistent with this  
20           title), any other Indian Tribe or Pueblo, or an allot-  
21           tee of any Indian Tribe or Pueblo;

22           (4) confers jurisdiction on any State court—

23                   (A) to interpret Federal law relating to  
24                   health, safety, or the environment;

1 (B) to determine the duties of the United  
2 States or any other party under Federal law re-  
3 garding health, safety, or the environment;

4 (C) to conduct judicial review of any Fed-  
5 eral agency action; or

6 (D) to interpret Tribal law; or

7 (5) waives any claim of a member of the Tribe  
8 in an individual capacity that does not derive from  
9 a right of the Tribe.

10 (f) TOLLING OF CLAIMS.—

11 (1) IN GENERAL.—Each applicable period of  
12 limitation and time-based equitable defense relating  
13 to a claim described in this section shall be tolled for  
14 the period beginning on the date of enactment of  
15 this Act and ending on the Enforceability Date.

16 (2) EFFECT OF SUBSECTION.—Nothing in this  
17 subsection revives any claim or tolls any period of  
18 limitation or time-based equitable defense that ex-  
19 pired before the date of enactment of this Act.

20 (3) LIMITATION.—Nothing in this section pre-  
21 cludes the tolling of any period of limitation or any  
22 time-based equitable defense under any other appli-  
23 cable law.

24 (g) EXPIRATION.—

1           (1) IN GENERAL.—This title shall expire in any  
2 case in which the Secretary fails to publish a state-  
3 ment of findings under section 109 by not later  
4 than—

5                   (A) July 1, 2030; or

6                   (B) such alternative later date as is agreed  
7 to by the Tribe and the Secretary, after pro-  
8 viding reasonable notice to the State.

9           (2) CONSEQUENCES.—If this title expires under  
10 paragraph (1)—

11                   (A) the waivers and releases under sub-  
12 sections (a) and (b) shall—

13                           (i) expire; and

14                           (ii) have no further force or effect;

15                   (B) the authorization, ratification, con-  
16 firmation, and execution of the Agreement  
17 under section 103 shall no longer be effective;

18                   (C) any action carried out by the Sec-  
19 retary, and any contract or agreement entered  
20 into, pursuant to this title shall be void;

21                   (D) any unexpended Federal funds appro-  
22 priated or made available to carry out the ac-  
23 tivities authorized by this title (together with  
24 any interest earned on those funds), and any  
25 water rights or contracts to use water, and title



1 to any property acquired or constructed with  
2 Federal funds appropriated or made available  
3 to carry out the activities authorized by this  
4 title shall be returned to the Federal Govern-  
5 ment, unless otherwise agreed to by the Tribe  
6 and the United States and approved by Con-  
7 gress; and

8 (E) except for Federal funds used to ac-  
9 quire or construct property that is returned to  
10 the Federal Government under subparagraph  
11 (D), the United States shall be entitled to offset  
12 any Federal funds made available to carry out  
13 this title that were expended or withdrawn, or  
14 any funds made available to carry out this title  
15 from other Federal authorized sources, together  
16 with any interest accrued on those funds,  
17 against any claims against the United States—

18 (i) relating to—

19 (I) water rights in the State as-  
20 serted by—

21 (aa) the Tribe; or

22 (bb) any user of the Tribal  
23 Water Rights; or

24 (II) any other matter described  
25 in subsection (b); or

1 (ii) in any future settlement of water  
2 rights of the Tribe.

3 **SEC. 108. SATISFACTION OF CLAIMS.**

4 The benefits provided under this title shall be in com-  
5 plete replacement of, complete substitution for, and full  
6 satisfaction of any claim of the Tribe against the United  
7 States that is waived and released by the Tribe pursuant  
8 to section 107(b).

9 **SEC. 109. ENFORCEABILITY DATE.**

10 The Enforceability Date shall be the date on which  
11 the Secretary publishes in the Federal Register a state-  
12 ment of findings that—

13 (1) to the extent that the Agreement conflicts  
14 with this title, the Agreement has been amended to  
15 conform with this title;

16 (2) the Agreement, as amended, has been exe-  
17 cuted by all parties to the Agreement, including the  
18 United States;

19 (3) the United States District Court for the  
20 District of New Mexico has approved the Agreement  
21 and has entered a Partial Final Judgment and De-  
22 cree;

23 (4) all of the amounts appropriated under sub-  
24 sections (a) and (b) of section 106 have been appro-  
25 priated and deposited in the Zuni Tribe Water

1 Rights Settlement Trust Account established under  
2 section 105(b)(1) or the Zuni Tribe Operation,  
3 Maintenance, & Replacement Trust Account estab-  
4 lished under section 105(b)(2), as applicable;

5 (5) the State has—

6 (A) provided the funding under section  
7 106(c); and

8 (B) enacted legislation to amend State law  
9 to provide that the Tribal Water Rights may be  
10 leased for a term of not to exceed 99 years, in-  
11 cluding renewals; and

12 (6) the waivers and releases under section 107  
13 have been executed by the Tribe and the Secretary.

14 **SEC. 110. MISCELLANEOUS PROVISIONS.**

15 (a) NO WAIVER OF SOVEREIGN IMMUNITY BY THE  
16 UNITED STATES.—Nothing in this title waives the sov-  
17 ereign immunity of the United States.

18 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—  
19 Nothing in this title quantifies or diminishes any land or  
20 water right, or any claim or entitlement to land or water,  
21 of an Indian Tribe, band, Pueblo, or community other  
22 than the Tribe.

23 (c) EFFECT ON CURRENT LAW.—Nothing in this  
24 title affects any provision of law (including regulations)  
25 in effect on the day before the date of enactment of this

1 Act with respect to pre-enforcement review of any Federal  
2 environmental enforcement action.

3 (d) CONFLICT.—In the event of a conflict between  
4 the Agreement and this title, this title shall control.

5 **SEC. 111. RELATION TO ALLOTTEES.**

6 (a) NO EFFECT ON CLAIMS OF ALLOTTEES.—Noth-  
7 ing in this Act or the Agreement affects the rights or  
8 claims of Allottees, or the United States, acting in its ca-  
9 pacity as trustee for or on behalf of Allottees, for water  
10 rights or damages relating to land allotted by the United  
11 States to Allottees.

12 (b) RELATIONSHIP OF DECREE TO ALLOTTEES.—

13 (1) SEPARATE ADJUDICATION.—Regardless of  
14 whether an Allotment is patented pursuant to sec-  
15 tion 1 of the Act of February 8, 1887 (commonly  
16 known as the “Indian General Allotment Act”) (24  
17 Stat. 388, chapter 119; 25 U.S.C. 331) (as in effect  
18 on the day before the date of enactment of the In-  
19 dian Land Consolidation Act Amendments of 2000  
20 (Public Law 106–462; 114 Stat. 1991)), or section  
21 4 of that Act (24 Stat. 389, chapter 119; 25 U.S.C.  
22 334), as determined by the Secretary, when adju-  
23 dicated—

24 (A) water rights for Allotments shall be  
25 separate from the Tribal Water Rights; and

1 (B) no water rights for Allotments shall be  
2 included in the Partial Final Judgment and De-  
3 cree.

4 (2) ALLOTMENT WATER RIGHTS.—Allotment  
5 water rights adjudicated separately pursuant to  
6 paragraph (1) shall not be subject to the restrictions  
7 or conditions that apply to the use of the Tribal  
8 Water Rights, subject to the condition that if an Al-  
9 lotment governed by the Act of February 8, 1887  
10 (commonly known as the “Indian General Allotment  
11 Act”) (24 Stat. 388, chapter 119; 25 U.S.C. 331 et  
12 seq.), becomes Zuni Lands, the water rights associ-  
13 ated with that Allotment shall be subject to the re-  
14 strictions and conditions on the Tribal Water Rights  
15 set forth in this Act and the Agreement.

16 (3) ALLOTTEE WATER RIGHTS TO BE ADJU-  
17 DICATED.—Allottees, or the United States, acting in  
18 its capacity as trustee for Allottees, may make water  
19 rights claims, and such claims may be adjudicated in  
20 the Zuni River Stream System.

21 **SEC. 112. ANTIDEFICIENCY.**

22 The United States shall not be liable for any failure  
23 to carry out any obligation or activity authorized by this  
24 title, including any obligation or activity under the Agree-

1 ment, if adequate appropriations are not provided ex-  
2 pressly by Congress to carry out the purposes of this title.

3 **TITLE II—ZUNI SALT LAKE AND**  
4 **SANCTUARY PROTECTION**

5 **SEC. 201. DEFINITIONS.**

6 In this title:

7 (1) CASUAL COLLECTING.—The term “casual  
8 collecting” has the meaning given the term in sec-  
9 tion 6301 of the Omnibus Public Land Management  
10 Act of 2009 (16 U.S.C. 470aaa).

11 (2) FEDERAL LAND.—The term “Federal land”  
12 means—

13 (A) any Federal land or interest in Federal  
14 land that is within the boundary of the Zuni  
15 Salt Lake and Sanctuary; and

16 (B) any land or interest in land located  
17 within the boundary of the Zuni Salt Lake and  
18 Sanctuary that is acquired by the Federal Gov-  
19 ernment after the date of enactment of this  
20 Act.

21 (3) MAP.—The term “Map” means the map en-  
22 titled “Legislative Map for Zuni Tribe Water Settle-  
23 ment” and dated June 17, 2024.

24 (4) ZUNI SALT LAKE AND SANCTUARY.—The  
25 term “Zuni Salt Lake and Sanctuary” means the

1 approximately 217,037 acres located in the State  
2 comprised of a mixture of private, Tribal trust,  
3 State, and Bureau of Land Management-managed  
4 lands, as depicted on the Map, protected by New  
5 Mexico Office of the State Engineer Order No. 199  
6 (July 5, 2023) due to the historical and cultural sig-  
7 nificance of those lands.

8 **SEC. 202. WITHDRAWAL OF CERTAIN FEDERAL LAND IN**  
9 **NEW MEXICO.**

10 (a) WITHDRAWAL OF FEDERAL LAND.—Subject to  
11 valid existing rights and section 204(a)(3), effective on the  
12 date of enactment of this Act, the Federal land described  
13 in section 201(2)(A), comprising approximately 92,364  
14 acres, is withdrawn from all forms of—

15 (1) entry, appropriation, or disposal under the  
16 public land laws;

17 (2) location, entry, and patent under the mining  
18 laws; and

19 (3) disposition under all laws pertaining to min-  
20 eral and geothermal leasing or mineral materials.

21 (b) WITHDRAWAL OF LAND ACQUIRED.—Subject to  
22 valid existing rights and section 204(a)(3), effective on the  
23 date on which the land described in section 201(2)(B) is  
24 acquired by the Federal Government, that Federal land  
25 is withdrawn from all forms of—

1           (1) entry, appropriation, or disposal under the  
2 public land laws;

3           (2) location, entry, and patent under the mining  
4 laws; and

5           (3) disposition under all laws pertaining to min-  
6 eral and geothermal leasing or mineral materials.

7       (c) RESERVATION.—The Federal land withdrawn  
8 under this section is reserved for—

9           (1) the protection of the Zuni Salt Lake and  
10 Sanctuary;

11           (2) the quality and quantity of water resources  
12 that supply the Zuni Salt Lake; and

13           (3) any cultural resources or values within or  
14 associated with the Zuni Salt Lake and Sanctuary.

15 **SEC. 203. MANAGEMENT OF FEDERAL LAND.**

16       (a) IN GENERAL.—In addition to the requirements  
17 of section 202, the Secretary, acting through the Director  
18 of the Bureau of Land Management, shall manage the  
19 Federal land withdrawn under that section in accordance  
20 with the Federal Land Policy and Management Act of  
21 1976 (43 U.S.C. 1701 et seq.), in consultation with the  
22 Tribe, to protect the Zuni Salt Lake and Sanctuary, the  
23 quality and quantity of water resources that supply the  
24 Zuni Salt Lake, and any cultural resources or values with-  
25 in or associated with the Zuni Salt Lake and Sanctuary.



1 (b) SPECIFIC RESTRICTIONS.—The following restric-  
2 tions shall apply to the Federal land described in sub-  
3 section (a):

4 (1) Except where needed for administrative or  
5 emergency purposes, motor vehicle use shall be lim-  
6 ited to designated routes, which shall not impact the  
7 values of the Zuni Salt Lake and Sanctuary.

8 (2) No water wells or extension or expansion of  
9 any existing water wells may be authorized after the  
10 date of enactment of this Act, except that replace-  
11 ment water wells may be authorized in the event of  
12 failure of an existing water well.

13 (3) No increase in existing permitted grazing  
14 use may be authorized.

15 (4) No new rights-of-way or leases may be  
16 issued, except for geophysical, geologic, or hydrologic  
17 operations limited to research or monitoring to un-  
18 derstand and protect the Zuni Salt Lake or for re-  
19 gional scientific study.

20 (5) No sale or free use of timber may be au-  
21 thorized.

22 (6) Casual collecting shall not be authorized.

23 **SEC. 204. TRANSFER OF LAND INTO TRUST.**

24 (a) FEDERAL LAND TRANSFERS.—

1           (1) IN GENERAL.—On the Enforceability Date,  
2           and subject to valid existing rights and the require-  
3           ments of this section, the Secretary shall take into  
4           trust for the benefit of the Tribe all right, title, and  
5           interest of the United States in and to the land de-  
6           scribed as “Tribal Acquisition Area” on the Map.

7           (2) TERMS AND CONDITIONS.—

8           (A) EXISTING AUTHORIZATIONS.—

9           (i) IN GENERAL.—Land taken into  
10           trust under this subsection shall be subject  
11           to valid existing rights, contracts, leases,  
12           permits, and rights-of-way, unless the hold-  
13           er of the right, contract, lease, permit, or  
14           right-of-way requests an earlier termi-  
15           nation in accordance with existing law.

16           (ii) ASSUMPTION BY BUREAU OF IN-  
17           DIAN AFFAIRS.—The Bureau of Indian Af-  
18           fairs shall—

19           (I) assume all benefits and obli-  
20           gations of the previous land manage-  
21           ment agency under the existing rights,  
22           contracts, leases, permits, and rights-  
23           of-way described in clause (i); and

24           (II) disburse to the Tribe any  
25           amounts that accrue to the United

1 States from those rights, contracts,  
2 leases, permits, and rights-of-way  
3 after the date on which the land is  
4 taken into trust from any sale, bonus,  
5 royalty, or rental relating to that land  
6 in the same manner as amounts re-  
7 ceived from other land held by the  
8 Secretary in trust for the Tribe.

9 (B) PERSONAL PROPERTY.—

10 (i) IN GENERAL.—Any improvements  
11 constituting personal property (as defined  
12 by State law) belonging to the holder of a  
13 right, contract, lease, permit, or right-of-  
14 way on land taken into trust under this  
15 subsection shall—

16 (I) remain the property of the  
17 holder; and

18 (II) be removed from the land  
19 not later than 90 days after the date  
20 on which the right, contract, lease,  
21 permit, or right-of-way expires, unless  
22 the Tribe and the holder agree other-  
23 wise.

24 (ii) REMAINING PROPERTY.—Any per-  
25 sonal property described in clause (i) re-

1           maining beyond the 90-day period de-  
2           scribed in subclause (II) of that clause  
3           shall—

4                   (I) become the property of the  
5                   Tribe; and

6                   (II) be subject to removal and  
7                   disposition at the discretion of the  
8                   Tribe.

9                   (iii) LIABILITY OF PREVIOUS HOLD-  
10                  ER.—The holder of personal property de-  
11                  scribed in clause (i) shall be liable to the  
12                  Tribe for costs incurred by the Tribe in re-  
13                  moving and disposing of the property  
14                  under clause (ii)(II).

15                  (3) TERMINATION OF WITHDRAWAL OF FED-  
16                  ERAL LAND.—The withdrawal of Federal land pur-  
17                  suant to section 202 shall terminate, as to the land  
18                  described in paragraph (1), on the date on which the  
19                  land is taken into trust under that paragraph.

20                  (4) STATUS OF WATER RIGHTS ON TRANS-  
21                  FERRED LAND.—Any water rights associated with  
22                  land taken into trust under paragraph (1)—

23                   (A) shall be held in trust for the Tribe; but

24                   (B) shall not be included in the Tribal

25                  Water Rights.

1 (b) FUTURE TRUST LAND.—On acquisition by the  
2 Tribe of any land depicted as “Potential Future Acquisi-  
3 tion Areas” on the Map, the Secretary shall take legal title  
4 in and to that land into trust for the benefit of the Tribe,  
5 subject to the conditions that—

6 (1) the land shall be free from any liens, en-  
7 cumbrances, or other infirmities; and

8 (2) no evidence exists of any hazardous sub-  
9 stances on, or other environmental liability with re-  
10 spect to, the land.

11 **SEC. 205. MAPS AND LEGAL DESCRIPTIONS.**

12 (a) PREPARATION OF MAPS AND LEGAL DESCRIP-  
13 TIONS.—As soon as practicable after the date of enact-  
14 ment of this Act, the Secretary shall—

15 (1) prepare maps depicting—

16 (A) the land withdrawn under section 202;

17 and

18 (B) the land taken into trust under section

19 204; and

20 (2) publish in the Federal Register a notice  
21 containing the legal descriptions of land described in  
22 subparagraphs (A) and (B) of paragraph (1).

23 (b) LEGAL EFFECT.—Maps and legal descriptions  
24 prepared and published under subsection (a) shall have  
25 the same force and effect as if the maps and legal descrip-

1 tions were included in this title, except that the Secretary  
2 may correct any clerical and typographical errors in such  
3 maps and legal descriptions.

4 (c) AVAILABILITY.—Copies of maps and legal de-  
5 scriptions prepared and published under subsection (a)  
6 shall be available for public inspection in the appropriate  
7 offices of the Bureau of Land Management.



Calendar No. 664

118<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

**S. 4643**

[Report No. 118-262]

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## **A BILL**

To approve the settlement of water rights claims of the Zuni Indian Tribe in the Zuni River Stream System in the State of New Mexico, to protect the Zuni Salt Lake, and for other purposes.

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DECEMBER 4, 2024

Reported without amendment