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To establish the T'uf Shur Bien Preservation Trust Area within the Cibola National Forest in the State of New Mexico to resolve a land claim involving the Sandia Mountain Wilderness, and for other purposes.

IN THE SENATE OF THE UNITED STATES

MARCH 14, 2002

Mr. BINGAMAN introduced the following bill; which was read twice and referred jointly pursuant to the order of March 14, 2002, to the Committees on Energy and Natural Resources, and Indian Affairs, with instructions that if one committee reports, the other committee have twenty calendar days, excluding any period where the Senate is not in session for more than three days, to report or be discharged

A BILL

To establish the T'uf Shur Bien Preservation Trust Area within the Cibola National Forest in the State of New Mexico to resolve a land claim involving the Sandia Mountain Wilderness, 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,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “T'uf Shur Bien Preser-
5 vation Trust Area Act”.

1 **SEC. 2. FINDING AND STATEMENT OF PURPOSE.**

2 (a) FINDING.—The Congress finds that in 1748, the
3 Pueblo of Sandia received a grant from a representative
4 of the King of Spain, which grant was recognized and con-
5 firmed by Congress in 1858 (11 Stat. 374). In 1994, the
6 Pueblo filed a lawsuit against the Secretary of the Interior
7 and the Secretary of Agriculture in the U.S. District
8 Court for the District of Columbia, Civil No.
9 1:94CV02624, asserting that Federal surveys of the grant
10 boundaries erroneously excluded certain lands within the
11 Cibola National Forest, including a portion of the Sandia
12 Mountain Wilderness;

13 (b) PURPOSES.—The purposes of this Act are to—

14 (1) establish the T’uf Shur Bien Preservation
15 Trust Area in the Cibola National Forest;

16 (2) confirm the status of National Forest and
17 Wilderness lands in the Area while resolving issues
18 associated with the Pueblo’s lawsuit and the opin-
19 ions of the Solicitor of the Department of the Inte-
20 rior dated December 9, 1988 (M–36963; 96 I.D.
21 331) and January 19, 2001 (M–37002); and

22 (3) provide the Pueblo, parties involved in the
23 litigation, and the public with a fair and just settle-
24 ment of the Pueblo’s claim.

25 **SEC. 3. DEFINITIONS.**

26 For purposes of this Act:

1 (a) AREA.—The term “Area” means the T’uf Shur
2 Bien Preservation Trust Area as depicted on the map, and
3 excludes the subdivisions and other privately and publicly
4 owned lands as set forth in this Act and the Settlement
5 Agreement.

6 (b) CREST FACILITIES.—The term “crest facilities”
7 means all facilities and developments located on the crest
8 of Sandia Mountain, including the Sandia Crest Electronic
9 Site; electronic site access roads; the Crest House; the
10 upper terminal, restaurant, and related facilities of Sandia
11 Peak Tram Company; the Crest Observation Area; park-
12 ing lots; restrooms; the Crest Trail (Trail No. 130); hang
13 glider launch sites; and the Kiwanis cabin; as well as the
14 lands upon which such facilities are located and the lands
15 extending 100 feet to the west of each such facility, unless
16 a different distance is agreed to in writing between the
17 Forest Service and the Pueblo and documented in the sur-
18 vey of the Area.

19 (c) FOREST SERVICE.—The term “Forest Service”
20 means the U.S. Forest Service.

21 (d) LA LUZ TRACT.—The term “La Luz tract”
22 means that tract comprised of approximately 31 acres of
23 land owned in fee by the Pueblo and depicted on the map.

1 (e) LOCAL PUBLIC BODIES.—The term “local public
2 bodies” means political subdivisions of the State of New
3 Mexico as defined in New Mexico Code section 6–5–1.

4 (f) MANAGEMENT PLAN.—The term “Management
5 Plan” means the T’uf Shur Bien Preservation Trust Area
6 Management Plan, attached as an exhibit to the Settle-
7 ment Agreement.

8 (g) MAP.—The term “map” means the Forest Serv-
9 ice map entitled “T’uf Shur Bien Preservation Trust
10 Area,” dated April 2000.

11 (h) PIEDRA LISA TRACT.—The term “Piedra Lisa
12 tract” means that tract comprised of approximately 160
13 acres of land held in private ownership and depicted on
14 the map.

15 (i) PUEBLO.—The term “Pueblo” means the Pueblo
16 of Sandia in its governmental capacity.

17 (j) SECRETARY.—The term “Secretary” means the
18 Secretary of Agriculture, except where otherwise expressly
19 indicated.

20 (k) SETTLEMENT AGREEMENT.—The term “Settle-
21 ment Agreement” means the Agreement of Compromise
22 and Settlement dated April 4, 2000, between the United
23 States, the Pueblo, and the Sandia Peak Tram Company.

24 (l) SPECIAL USE PERMIT.—The term “special use
25 permit” means the December 1, 1993, Special Use Permit

1 issued by the Forest Service to Sandia Peak Tram Com-
2 pany and Sandia Peak Ski Company, encompassing ap-
3 proximately 46 acres of the corridor presently dedicated
4 to aerial tramway use, and approximately 945 acres of the
5 ski area, as well as the lands described generally in exhibit
6 A to the December 31, 1993, Special Use Permit, includ-
7 ing the maintenance road to the lower tram tower, water
8 storage and distribution facilities, seven helispots, and the
9 other lands described therein.

10 (m) SUBDIVISIONS.—The term “subdivisions” means
11 the subdivisions of Sandia Heights Addition, Sandia
12 Heights North Units I, II, and 3, Tierra Monte, and Ever-
13 green Hills, as well as additional plats and privately owned
14 properties as further described in the Settlement Agree-
15 ment and depicted on the map, exclusive of the property
16 now owned or hereafter acquired by the Pueblo or the For-
17 est Service in the subdivisions.

18 (n) TRADITIONAL AND CULTURAL USES.—The terms
19 “traditional and cultural uses” and “traditional and cul-
20 tural purposes” mean ceremonial activities, including the
21 placing of ceremonial materials in the Area, and the use,
22 hunting, trapping or gathering of plants, animals, wood,
23 water, and other natural resources, but only for non-com-
24 mercial purposes.

1 **SEC. 4. T'UF SHUR BIEN PRESERVATION TRUST AREA.**

2 (a) ESTABLISHMENT.—The T'uf Shur Bien Preser-
3 vation Trust Area is established within the Cibola Na-
4 tional Forest and the Sandia Mountain Wilderness as de-
5 picted on the map:

6 (1) to recognize and protect in perpetuity the
7 Pueblo's rights and interests in and to the Area, as
8 specified in section 5(a) of this Act;

9 (2) to preserve in perpetuity the wilderness and
10 National Forest character of the Area; and

11 (3) to recognize and protect in perpetuity the
12 public's longstanding use and enjoyment of the Area.

13 (b) ADMINISTRATION AND APPLICABLE LAW.—The
14 Secretary, acting through the Forest Service, shall con-
15 tinue to administer the Area on behalf of the United
16 States as National Forest System lands under this Act,
17 the Wilderness Act, other laws and regulations applicable
18 to the National Forest System, and the Management Plan
19 (which is incorporated herein by reference) to accomplish
20 the purposes of the Area as set forth in subsection (a)
21 of this section.

22 (c) EXCEPTIONS.—

23 (1) Traditional and cultural uses by Pueblo
24 members and members of other federally recognized
25 Indian tribes authorized to use the Area by the
26 Pueblo under section 5(a)(4) of this Act shall not be

1 restricted except by the Wilderness Act and its regu-
2 lations as they exist on the date of enactment of this
3 Act and by applicable Federal wildlife protection
4 laws as provided in section 6(a)(2) of this Act.

5 (2) To the extent that laws enacted or amended
6 after the date of this Act are inconsistent with this
7 Act, they shall not apply to the Area unless ex-
8 pressly made applicable by Congress.

9 (3) In implementing the Management Plan,
10 both Bernalillo and Sandoval County, acting through
11 their respective County Commissions, whichever is
12 applicable based on the location of the land affected,
13 shall be afforded the right to consent or withhold
14 consent to new uses within the Area subject to the
15 same limitations placed on the Pueblo in the Man-
16 agement Plan.

17 (d) AREA DEFINED.—The Area shall be comprised
18 of approximately 9890 acres of land within the Cibola Na-
19 tional Forest as depicted on the map. As soon as prac-
20 ticable after enactment of this Act, the Secretary shall file
21 the map and a legal description of the Area with the Com-
22 mittee on Resources of the House of Representatives and
23 with the Committee on Energy and Natural Resources.
24 Such map and legal description shall have the same force
25 and effect as if included in this Act, except that clerical

1 and typographical errors shall be corrected, and changes
2 that may be necessary pursuant to section 8(b), 8(d), and
3 8(e) shall be made. The map and legal description shall
4 be on file and available for public inspection in the Office
5 of the Chief of the Forest Service, Department of Agri-
6 culture, Washington, District of Columbia.

7 (e) NO CONVEYANCE OF TITLE.—The United States
8 right, title and interest in or to the Area or any part there-
9 of shall not be conveyed to or exchanged with any person,
10 trust, or governmental entity, including the Pueblo, with-
11 out specific authorization of Congress.

12 (f) PROHIBITED USES.—Notwithstanding any other
13 provision of law, no use prohibited by the Wilderness Act
14 as of the date of enactment of this Act may occur in the
15 wilderness portion of the Area; nor may any of the fol-
16 lowing uses occur in any portion of the Area: gaming or
17 gambling of any kind, mineral production, timber produc-
18 tion, and uses that are described in section 4(d)(4) of the
19 Wilderness Act (16 U.S.C. 1133(d)(4)). The Area is
20 closed to the location of mining claims under the Mining
21 Law of 1872 (30 U.S.C. 22).

22 (g) NO MODIFICATION OF BOUNDARIES.—Nothing
23 herein shall affect the boundaries of, or shall repeal or
24 disestablish the Sandia Mountain Wilderness or the Cibola

1 National Forest. Establishment of the Area does not in
2 any way modify the boundary of the Pueblo grant.

3 **SEC. 5. PUEBLO OF SANDIA RIGHTS AND INTERESTS IN**
4 **THE AREA.**

5 (a) GENERAL.—The Pueblo shall have the following
6 rights and interests in the Area:

7 (1) free and unrestricted access to the Area for
8 traditional and cultural uses to the extent not incon-
9 sistent with the Wilderness Act and its regulations
10 as they exist on the date of enactment of this Act
11 and with applicable Federal wildlife protection laws
12 as provided in section 6(a)(2), which right shall be
13 compensable to the extent provided in subsection (c);

14 (2) perpetual preservation of the wilderness and
15 National Forest character of the Area under this
16 Act, which shall be compensable to the extent pro-
17 vided in subsection (c);

18 (3) rights in the management of the Area speci-
19 fied in the Management Plan which include:

20 (A) the right to consent or withhold con-
21 sent to new uses;

22 (B) the right to consultation regarding
23 modified uses;

24 (C) the right to consultation regarding the
25 management and preservation of the Area; and

1 (D) the right to dispute resolution proce-
2 dures;

3 (4) exclusive authority, in accordance with its
4 customs and laws, to administer access to the Area
5 for traditional and cultural uses by members of the
6 Pueblo and of other federally recognized Indian
7 tribes; and

8 (5) such other rights and interests as are enu-
9 merated and recognized in sections 4, 5(c), 7, and
10 8.

11 (b) LIMITATION.—Except as provided in subsection
12 (a)(4), access to and use of the Area for all other purposes
13 shall continue to be administered by the Secretary through
14 the Forest Service.

15 (c) COMPENSABLE INTEREST.—

16 (1) If, by an Act of Congress enacted subse-
17 quent to the effective date of this Act, Congress di-
18 minishes the wilderness and National Forest char-
19 acter of the Area by authorizing a use prohibited by
20 section 4(f) in all or any portion of the Area, or per-
21 manently denies the Pueblo access for any tradi-
22 tional and cultural uses in all or any portion of the
23 Area, the United States shall compensate the Pueblo
24 as if the Pueblo had held a fee title interest in the
25 affected portion of the Area and as though the

1 United States had acquired such interest by legisla-
2 tive exercise of its power of eminent domain, and the
3 restrictions of sections 4(f) and 6(a) shall be dis-
4 regarded in determining just compensation owed to
5 the Pueblo.

6 (2) Any compensation made to the Pueblo pur-
7 suant to subsection (c)(1) does not in any way affect
8 the extinguishment of claims set forth in section 9.

9 **SEC. 6. LIMITATIONS ON PUEBLO OF SANDIA RIGHTS AND**
10 **INTERESTS IN THE AREA.**

11 (a) LIMITATION.—The Pueblo’s rights and interests
12 recognized in this Act do not include:

13 (1) any right to sell, grant, lease, convey, en-
14 cumber or exchange lands in the Area, or any right
15 or interest therein, and any such conveyance shall
16 not have validity in law or equity;

17 (2) any exemption from applicable Federal wild-
18 life protection laws;

19 (3) any right to engage in any activity or use
20 prohibited in section 4(f); or

21 (4) any right to exclude persons or govern-
22 mental entities from the Area.

23 (b) EXCEPTION.—No person who exercises tradi-
24 tional and cultural use rights as authorized in section
25 5(a)(4) of this Act may be prosecuted for a Federal wild-

1 life offense requiring proof of a violation of a State law
2 or regulation.

3 **SEC. 7. JURISDICTION OVER THE AREA.**

4 (a) CRIMINAL JURISDICTION.—Notwithstanding any
5 other provision of law, jurisdiction over crimes committed
6 in the Area shall be allocated as follows:

7 (1) To the extent that the allocations of crimi-
8 nal jurisdiction over the Area under paragraphs (2),
9 (3), and (4) of this subsection are overlapping, they
10 should be construed to allow for the exercise of con-
11 current criminal jurisdiction.

12 (2) The Pueblo shall have jurisdiction over
13 crimes committed by its members or by members of
14 another federally recognized Indian tribe who are
15 present in the Area with the Pueblo's permission
16 pursuant to section 5(a)(4).

17 (3) The United States shall have jurisdiction
18 over—

19 (A) the offenses listed in section 1153 of
20 title 18, U.S. Code, including any offenses
21 added to the list in that statute by future
22 amendments thereto, when such offenses are
23 committed by members of the Pueblo and other
24 federally recognized Indian tribes;

1 (B) crimes committed by any person in
 2 violation of laws and regulations pertaining to
 3 the protection and management of National
 4 Forests;

5 (C) enforcement of Federal criminal laws
 6 of general applicability; and

7 (D) any other offense committed by a
 8 member of the Pueblo against a non-member of
 9 the Pueblo. Any offense which is not defined
 10 and punished by Federal law in force within the
 11 exclusive jurisdiction of the United States shall
 12 be defined and punished in accordance with the
 13 laws of the State of New Mexico.

14 (4) The State of New Mexico shall have juris-
 15 diction over any crime under its laws committed by
 16 a person not a member of the Pueblo.

17 (b) CIVIL JURISDICTION.—

18 (1) Except as provided in paragraphs (2), (3),
 19 (4), and (5), the United States, the State of New
 20 Mexico, and local public bodies shall have the same
 21 civil adjudicatory, regulatory, and taxing jurisdiction
 22 over the Area as they exercised prior to the enact-
 23 ment of this Act.

24 (2) The Pueblo shall have exclusive civil adju-
 25 dicatory jurisdiction over—

1 (A) disputes involving only members of the
2 Pueblo;

3 (B) civil actions brought by the Pueblo
4 against members of the Pueblo; and

5 (C) civil actions brought by the Pueblo
6 against members of other federally recognized
7 Indian tribes for violations of understandings
8 between the Pueblo and that member's tribe re-
9 garding use or access to the Area for traditional
10 and cultural purposes.

11 (3) The Pueblo shall have no regulatory juris-
12 diction over the Area with the exception of:

13 (A) exclusive authority to regulate tradi-
14 tional and cultural uses by the Pueblo's own
15 members and to administer access to the Area
16 by other federally recognized Indian tribes for
17 traditional and cultural uses, to the extent such
18 regulation is consistent with this Act; and

19 (B) The Pueblo shall have exclusive au-
20 thority to regulate hunting and trapping in the
21 Area by its members that is related to tradi-
22 tional and cultural purposes. Such authority
23 shall not vest or continue until the Pueblo en-
24 acts and thereafter maintains and enforces reg-
25 ulations substantially similar to those of the

1 State of New Mexico concerning seasons, game
2 management, types of weapons, proximity of
3 hunting and trapping to trails and residences,
4 and comparable safety restrictions. Prior to
5 adopting such regulations, the Pueblo shall pro-
6 vide the Forest Service and the New Mexico
7 Game and Fish Department with notice and an
8 opportunity to comment on the regulations. The
9 Pueblo shall consult and exchange information
10 with the New Mexico Game and Fish Depart-
11 ment on a periodic basis to assist the Depart-
12 ment with its ongoing responsibility to protect
13 wildlife populations within the Area.

14 (4) The Pueblo shall have no authority to im-
15 pose taxes within the Area.

16 (5) The State of New Mexico and local public
17 bodies shall have no authority within the Area to tax
18 the activities or the property of the Pueblo, its mem-
19 bers, or members of other federally recognized In-
20 dian tribes authorized to use the Area under section
21 5(a)(4) of this Act.

22 **SEC. 8. SUBDIVISIONS AND OTHER PROPERTY INTERESTS.**

23 (a) SUBDIVISIONS.—The subdivisions are excluded
24 from the Area. The Pueblo shall have no civil or criminal
25 jurisdiction for any purpose, including without limitation

1 adjudicatory, taxing, zoning, regulatory or any other form
2 of jurisdiction, over the subdivisions and property interests
3 therein, and the laws of the Pueblo shall not apply to the
4 subdivisions. The jurisdiction of the State of New Mexico
5 and local public bodies over the subdivisions and property
6 interests therein shall continue in effect.

7 (b) PIEDRA LISA.—The Piedra Lisa tract is excluded
8 from the Area notwithstanding any subsequent acquisition
9 of the tract by the Pueblo. If the Forest Service acquires
10 the tract, it shall be included in the Area. Unless the
11 Piedra Lisa tract is acquired by the Pueblo, the Pueblo
12 shall have no civil or criminal jurisdiction over the tract
13 and property interests therein, and the laws of the Pueblo
14 shall not apply to the tract. Except as provided in sub-
15 section (e), the jurisdiction of the State of New Mexico
16 and local bodies over the Piedra Lisa tract and property
17 interests therein shall continue in effect. If the Forest
18 Service acquires the tract, the jurisdictional provisions of
19 section 7 of this Act shall apply.

20 (c) CREST FACILITIES.—The lands on which the
21 crest facilities are located are excluded from the Area. The
22 Pueblo shall have no civil or criminal jurisdiction for any
23 purpose, including without limitation adjudicatory, taxing,
24 zoning, regulatory or any other form of jurisdiction, over
25 the lands on which the crest facilities are located and

1 property interests therein, and the laws of the Pueblo shall
2 not apply to those lands. The pre-existing jurisdictional
3 status of those lands shall continue in effect.

4 (d) SPECIAL USE PERMIT AREA.—The lands de-
5 scribed in the special use permit are excluded from the
6 Area. The Pueblo shall have no civil or criminal jurisdic-
7 tion for any purpose, including without limitation adju-
8 dicatory, taxing, zoning, regulatory, or any other form of
9 jurisdiction, over the lands described in the special use
10 permit, and the laws of the Pueblo shall not apply to those
11 lands. The pre-existing jurisdictional status of these lands
12 shall continue in effect. In the event the special use per-
13 mit, during its existing term or any future terms or exten-
14 sions, requires amendment to include other lands in the
15 Area necessary to realign the existing or any future re-
16 placement tram line, associated structures, or facilities,
17 the lands subject to that amendment shall thereafter be
18 excluded from the Area and shall have the same status
19 under this Act as the lands currently described in the spe-
20 cial use permit. Any lands dedicated to aerial tramway and
21 related uses and associated facilities that are excluded
22 from the special use permit through expiration, termi-
23 nation or the amendment process shall thereafter be in-
24 cluded in the Area but only after final agency action is
25 no longer subject to any appeals.

1 (e) LA LUZ TRACT AND SUBSEQUENT ACQUISITION.—The La Luz tract now owned in fee by the Pueblo
 2 is excluded from the Area and shall be transferred to the
 3 United States and held in trust for the Pueblo by the
 4 United States and administered by the Secretary of the
 5 Interior. If the Pueblo acquires the Piedra Lisa tract, the
 6 tract shall be transferred to the United States and held
 7 in trust for the Pueblo by the United States and adminis-
 8 tered by the Secretary of the Interior. Such trust land
 9 shall be subject to all limitations on use pertaining to the
 10 Area contained in this Act. The restriction contained in
 11 section 6(a)(4) shall not apply outside of Forest Service
 12 System trails. The State of New Mexico and local public
 13 bodies shall have no authority to tax or regulate the activi-
 14 ties or the property of the Pueblo or its members with
 15 respect to such trust lands.

17 (f) FOREST SERVICE LANDS.—

18 (1) Title to lands consisting of approximately
 19 0.314 acre, and any improvements thereon, which
 20 are located within the Evergreen Hills subdivision
 21 and administered by the Forest Service, shall be
 22 transferred to the Pueblo. Such lands are excluded
 23 from the Area, shall be subject to the jurisdictional
 24 provisions of subsection (a) of this section, and shall

1 be subject to all limitations on use pertaining to the
2 Area contained in this Act.

3 (2) Lands consisting of approximately 0.419
4 acre, and any improvements thereon, which are lo-
5 cated within the Evergreen Hills subdivision, admin-
6 istered by the Forest Service, and contiguous to the
7 tract of approximately 39 contiguous acres owned in
8 fee by the Pueblo in the Evergreen Hills subdivision
9 shall be transferred to the Pueblo. Such lands are
10 excluded from the Area, shall be subject to the juris-
11 dictional provisions of subsection (a) of this section,
12 and shall be subject to all limitations on use per-
13 taining to the Area contained in this Act.

14 (g) PUEBLO FEE LANDS.—Those properties not ad-
15 dressed in subsections (e) or (f) of this section that are
16 owned in fee by the Pueblo within the subdivisions are ex-
17 cluded from the Area and shall be subject to the jurisdic-
18 tional provisions of subsection (a) of this section.

19 (h) RIGHTS-OF-WAY.—

20 (1) ROAD RIGHTS-OF-WAY.—(A) In accordance
21 with the Pueblo having given its consent in the Set-
22 tlement Agreement, the Secretary of the Interior
23 shall grant to the County of Bernalillo, New Mexico,
24 in perpetuity, the following irrevocable rights of way
25 for roads identified on the map and described in the

1 Settlement Agreement in order to provide for public
2 access to the subdivisions, the special use permit
3 land and facilities, the Sandia Peak interests as de-
4 scribed in the Settlement Agreement, the Sandia
5 Heights South Subdivision, and the Area:

6 (i) a right-of-way for Tramway Road;

7 (ii) a right-of-way for Juniper Hill Road
8 North;

9 (iii) a right-of-way for Juniper Hill Road
10 South;

11 (iv) a right-of-way for Sandia Heights
12 Road; and

13 (v) a right-of-way for Juan Tabo Canyon
14 Road (Forest Road No. 333).

15 (B) The road rights-of-way shall be subject to
16 the following conditions:

17 (i) Such rights-of-way may not be ex-
18 panded or otherwise modified without the Pueb-
19 lo's written consent, but road maintenance to
20 the rights of way shall not be subject to Pueblo
21 consent;

22 (ii) The rights-of-way shall not authorize
23 uses for any purpose other than roads without
24 the Pueblo's written consent.

1 (iii) Existing rights-of-way or leasehold in-
 2 terests held by the Sandia Peak Tram Com-
 3 pany, as described in the Settlement Agree-
 4 ment, shall be preserved and protected.

5 (2) UTILITY RIGHTS-OF-WAY.—In accordance
 6 with the Pueblo having given its consent in the Set-
 7 tlement Agreement, the Secretary of the Interior
 8 shall grant irrevocable utility rights-of-way in per-
 9 petuity across Pueblo lands to appropriate utility or
 10 other service providers serving Sandia Heights Addi-
 11 tion, Sandia Heights North Units I, II, and 3, and
 12 Tierra Monte, including rights-of-way for natural
 13 gas utility service and cable television service. Such
 14 rights-of-way shall be within existing utility cor-
 15 ridors. Except where above-ground facilities already
 16 exist, all new utility facilities shall be installed un-
 17 derground unless the Pueblo agrees otherwise. To
 18 the extent that enlargement of existing utility cor-
 19 ridors is required for any technologically-advanced
 20 telecommunication, television, or utility services, the
 21 Pueblo shall not unreasonably withhold agreement to
 22 a reasonable enlargement of the easements described
 23 above.

24 (i) FOREST SERVICE RIGHTS-OF-WAY.—In accord-
 25 ance with the Pueblo having given its consent in the Set-

1 tlement Agreement, the Secretary of the Interior shall
 2 grant to the Forest Service the following irrevocable
 3 rights-of-way in perpetuity for Forest Service trails cross-
 4 ing land of the Pueblo in order to provide for public access
 5 to the Area and through Pueblo lands:

6 (1) a right-of-way for a portion of the Crest
 7 Spur Trail (Trail No. 84), crossing a portion of the
 8 La Luz tract, as identified on the map and described
 9 in the Settlement Agreement;

10 (2) a right-of-way for the extension of the Foot-
 11 hills Trail (Trail No. 365A), as identified on the
 12 map and described in the Settlement Agreement;
 13 and

14 (3) a right-of-way for that portion of the Piedra
 15 Lisa North-South Trail (Trail No. 135) crossing the
 16 Piedra List tract, if the Pueblo ever acquires the
 17 Piedra Lisa tract.

18 **SEC. 9. EXTINGUISHMENT OF CLAIMS.**

19 (a) GENERAL.—Except for the rights and interests
 20 in and to the Area specifically recognized in sections 4,
 21 5, 7, and 8, all Pueblo claims to right, title and interest
 22 of any kind, including aboriginal claims, in and to lands
 23 within the Area, any part thereof, and property interests
 24 therein, as well as related boundary, survey, trespass, and
 25 monetary damage claims, are hereby permanently extin-

1 guished. The United States title to the Area is hereby con-
 2 firmed.

3 (b) SUBDIVISIONS AND PIEDRA LISA.—Any Pueblo
 4 claims to right, title and interest of any kind, including
 5 aboriginal claims, in and to the subdivisions and the
 6 Piedra Lisa tract and property interests therein, as well
 7 as related boundary, survey, trespass, and monetary dam-
 8 age claims, are hereby permanently extinguished.

9 (c) SPECIAL USE AND CREST FACILITIES AREAS.—
 10 Any Pueblo right, title and interest of any kind, including
 11 aboriginal claims, and related boundary, survey, trespass,
 12 and monetary damage claims, are hereby permanently ex-
 13 tinguished in and to—

14 (1) the lands described in the special use per-
 15 mit; and

16 (2) the lands on which the crest facilities are lo-
 17 cated.

18 (d) PUEBLO AGREEMENT.—As provided in the Set-
 19 tlement Agreement, the Pueblo has agreed to the relin-
 20 quishment and extinguishment of those claims, rights, ti-
 21 tles and interests extinguished pursuant to subsection (a),
 22 (b) and (c) of this section.

23 (e) CONSIDERATION.—The recognition of the Pueb-
 24 lo's rights and interests in this Act constitutes adequate
 25 consideration for the Pueblo's agreement to the extin-

1 guishment of the Pueblo's claims in this section and the
2 right-of-way grants contained in section 8, and it is the
3 intent of Congress that those rights and interests may
4 only be diminished by a future Act of Congress specifically
5 authorizing such diminishment of such rights, with ex-
6 press reference to this Act.

7 **SEC. 10. CONSTRUCTION.**

8 (a) **STRICT CONSTRUCTION.**—This Act, the Settle-
9 ment Agreement, and the Management Plan recognize
10 only enumerated rights and interests, and no additional
11 rights, interests, obligations, or duties shall be created by
12 implication.

13 (b) **EXISTING RIGHTS.**—To the extent any valid pri-
14 vate property rights exist within the Area that are not oth-
15 erwise addressed in this Act or in the Settlement Agree-
16 ment, such rights are not modified or otherwise affected
17 by this Act.

18 (c) **NOT PRECEDENT.**—The provisions of this Act
19 creating certain rights and interests in the National For-
20 est System are uniquely suited to resolve the Pueblo's
21 claim and the geographic and societal situation involved,
22 and shall not be construed as precedent for any other situ-
23 ation involving management of the National Forest Sys-
24 tem.

1 (d) FISH AND WILDLIFE.—Except as provided in sec-
2 tion 7(b)(3)(B), nothing in this Act shall be construed as
3 affecting the responsibilities of the State of New Mexico
4 with respect to fish and wildlife, including the regulation
5 of hunting, fishing, or trapping with the Area.

6 **SEC. 11. JUDICIAL REVIEW.**

7 (a) ENFORCEMENT.—Suit to enforce the provisions
8 of this Act or the Management Plan may be brought to
9 the extent permitted under chapter 7 of title 5, U.S. Code.
10 Judicial review shall be based upon the administrative
11 record and subject to the applicable standard of review
12 set forth in section 706 of title 5.

13 (b) WAIVER.—Suit may be brought against the Pueb-
14 lo for declaratory judgment or injunctive relief under this
15 Act, the Settlement Agreement or the Management Plan,
16 but no money damages, including costs or attorney's fees,
17 may be imposed on the Pueblo as a result of such judicial
18 action. The United States consents to and ratifies the
19 waiver of sovereign immunity by the Pueblo contained in
20 the Settlement Agreement.

21 (c) VENUE.—Venue for any suit provided for in this
22 section, as well as any suit to contest the constitutionality
23 of this Act, shall lie only in the United States District
24 Court for the District of New Mexico.

1 **SEC. 12. RATIFICATION OF SETTLEMENT AGREEMENT AND**
2 **MANAGEMENT PLAN.**

3 The Settlement Agreement and Management Plan,
4 having been modified to conform to this Act, are hereby
5 ratified and confirmed by the United States.

6 **SEC. 13. EFFECTIVE DATE.**

7 The provisions of this Act, the Settlement Agreement,
8 as modified to conform to this Act, and the Management
9 Plan shall take effect immediately upon enactment of this
10 Act.

11 **SEC. 14. AUTHORIZATION OF APPROPRIATIONS AND RE-**
12 **LATED AUTHORITIES.**

13 (a) GENERAL.—There are hereby authorized to be
14 appropriated such sums as may be necessary to carry out
15 this Act.

16 (b) CONTRIBUTIONS.—

17 (1) The Secretary is authorized to accept con-
18 tributions from the Pueblo, or from other persons or
19 governmental entities, to perform and complete a
20 survey of the Area, or otherwise for the benefit of
21 the Area in accordance with the Act.

22 (2) The Secretary shall complete a survey of
23 the Area within one year of the date of enactment
24 of this Act.

25 (c) LAND EXCHANGE.—Within 90 days after the date
26 of enactment of this Act, after consultation with the Pueb-

1 lo, and in compliance with all applicable laws, the Sec-
2 retary shall offer to exchange National Forest System
3 lands within Sandoval County for lands owned by the
4 Pueblo in fee within the boundaries of the Area. If the
5 land exchange is not completed within 180 days after the
6 date of enactment of this Act, the Secretary shall submit
7 a report explaining the reasons for the failure to complete
8 the land exchange and an expected completion date to the
9 Committee on Energy and Natural Resources of the
10 United States Senate and the Committee on Resources of
11 the United States House of Representatives.

12 (d) LAND ACQUISITION.—The Secretary is author-
13 ized to acquire lands owned by the Pueblo within the Ever-
14 green Hills Subdivision in Sandoval County or any other
15 privately held lands within the Area. The boundaries of
16 the Cibola National Forest and the Area shall be adjusted
17 to encompass any lands acquired pursuant to this section.

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