

112TH CONGRESS
2D SESSION

S. 3209

To provide for the settlement of the water rights claims of the Fort Belknap Indian Community, and for other purposes.

IN THE SENATE OF THE UNITED STATES

MAY 21, 2012

Mr. TESTER introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

A BILL

To provide for the settlement of the water rights claims of the Fort Belknap Indian Community, 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; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Gros Ventre and Assiniboine Tribes of the Fort Belknap
6 Indian Community Water Rights Settlement Act of
7 2012”.

8 (b) TABLE OF CONTENTS.—The table of contents of
9 this Act is as follows:

Sec. 1. Short title; table of contents.

- Sec. 2. Findings and purposes.
- Sec. 3. Definitions.
- Sec. 4. Approval of compact and judicial decree.
- Sec. 5. Tribal water rights.
- Sec. 6. Exchange, acquisition, and transfer of public land into trust.
- Sec. 7. Lake Elwell.
- Sec. 8. Milk River Project modifications; Milk River Coordinating Committee;
Mitigation of impacts and protection of Milk River water users.
- Sec. 9. Satisfaction of claims.
- Sec. 10. Waivers and releases of claims.
- Sec. 11. Fort Belknap Indian Community Settlement Fund.
- Sec. 12. Miscellaneous provisions.
- Sec. 13. Antideficiency.

1 SEC. 2. FINDINGS AND PURPOSES.

2 (a) FINDINGS.—Congress finds that—

3 (1) to fulfill the trust responsibility of the
 4 United States to Indian tribes and to promote tribal
 5 sovereignty and economic self-sufficiency, it is the
 6 policy of the United States to settle water rights
 7 claims of Indian tribes without lengthy and costly
 8 litigation;

9 (2) the Fort Belknap Reservation was estab-
 10 lished in the State of Montana as a homeland for
 11 the Gros Ventre and Assiniboiné Tribes;

12 (3) an adequate water supply for the Fort
 13 Belknap Indian Community is important to a per-
 14 manent, sustainable, and sovereign homeland for the
 15 Gros Ventre and Assiniboiné Tribes and the mem-
 16 bers of those Indian tribes;

17 (4) the sovereignty of the Fort Belknap Indian
 18 Community and the economy of the Reservation de-

1 pend on the development of the water and other re-
2 sources of the Reservation;

3 (5) the planning, design, and construction of
4 the facilities needed to use reservation water sup-
5 plies and other resources effectively are necessary
6 for—

7 (A) the development of a viable Reserva-
8 tion economy; and

9 (B) the implementation of the water rights
10 compact between the Fort Belknap Indian
11 Community and the State of Montana;

12 (6) recognizing that a final resolution of the ad-
13 judications of the Fort Belknap Indian Community
14 water rights pending in Federal and State courts
15 will require many years and great expense to all par-
16 ties of the adjudications, prolong uncertainty regard-
17 ing the availability of water supplies, and seriously
18 impair the long-term economic planning and develop-
19 ment of the parties, the Fort Belknap Indian Com-
20 munity and the State entered into the Fort Belknap-
21 Montana Water Rights Compact on April 16, 2001;

22 (7) the allocation of water resources from Lake
23 Elwell to the Fort Belknap Indian Community under
24 this Act is uniquely suited to the geographical, so-

1 cial, and economic characteristics of the area and
2 situation;

3 (8) changes in the administration of the Milk
4 River Project are necessary to satisfy the water
5 rights of the Fort Belknap Indian Community;

6 (9) the Fort Belknap Indian Community has
7 held sacred certain land within and adjacent to the
8 present boundaries of the Fort Belknap Reservation
9 that is now held in State, public, and fee ownership
10 status;

11 (10) the land described in paragraph (9) is
12 within the ancestral territory of the Fort Belknap
13 Indian Community and has historical, cultural, and
14 spiritual significance for the Fort Belknap Indian
15 Community; and

16 (11) the exchange, acquisition, and transfer to
17 trust status of the Federal, State, and fee land land
18 described in paragraph (9) for the benefit of the
19 Fort Belknap Indian Community will—

20 (A) enable the Fort Belknap Indian Com-
21 munity to consolidate and restore the trust land
22 ownership of the Reservation; and

23 (B) restore the sacred, political, and legal
24 bond the Fort Belknap Indian Community has
25 maintained to that land since time immemorial.

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

2 (1) to achieve a fair, equitable, and final settle-
3 ment of all claims to water rights in the State of
4 Montana for—

5 (A) the Fort Belknap Indian Community,
6 the members of the Fort Belknap Indian Com-
7 munity, and allottees of the Fort Belknap In-
8 dian Community living on the Reservation; and

9 (B) the United States for the benefit of
10 the Fort Belknap Indian Community, the mem-
11 bers of the Fort Belknap Indian Community,
12 and allottees of the Fort Belknap Indian Com-
13 munity;

14 (2) to authorize, approve, and confirm the Fort
15 Belknap Indian Community-Montana Water Rights
16 Compact entered into by the Fort Belknap Indian
17 Community and the State of Montana on April 16,
18 2001;

19 (3) to authorize and direct the Secretary—

20 (A) to execute the Fort Belknap Indian
21 Community-Montana Water Rights Compact;

22 (B) to make available funding from the
23 Reclamation Water Settlement Fund estab-
24 lished by section 10501 of the Omnibus Public

1 Land Management Act of 2009 (43 U.S.C.
2 407); and

3 (C) to take any other action the Secretary
4 determines to be necessary to implement the
5 Compact in accordance with this Act;

6 (4) to authorize certain economic development
7 initiatives and projects on the Reservation—

8 (A) to implement the Compact;

9 (B) to maximize the benefits of the water
10 rights memorialized in the Compact; and

11 (C) to ensure that the cultural, economic,
12 and social needs of the Fort Belknap Indian
13 Community are addressed in a manner that
14 promotes self-sufficiency and sovereignty;

15 (5) to authorize certain modifications to—

16 (A) the purposes and operation of the
17 projects of the Bureau of Reclamation for Tiber
18 Dam and Lake Elwell on the Marias River in
19 the State in order to provide the Fort Belknap
20 Indian Community with an allocation of water
21 from Lake Elwell; and

22 (B) the operations and facilities of the
23 Milk River Project in order to implement the
24 Compact;

1 (6) to ensure the availability of amounts nec-
 2 essary for the implementation of the Compact and
 3 this Act; and

4 (7) to authorize the exchange, acquisition, and
 5 transfer of certain Federal, State, and fee land.

6 **SEC. 3. DEFINITIONS.**

7 In this Act:

8 (1) ALLOTTEE.—The term “allottee” means an
 9 individual Indian (or the successor of an individual
 10 Indian) who owns or holds a trust allotment or in-
 11 terest in a trust allotment on the Reservation under
 12 the Act of March 3, 1921 (41 Stat. 1355, chapter
 13 135), subject to the terms and conditions of that
 14 Act.

15 (2) COMMISSIONER.—The term “Commis-
 16 sioner” means the Commissioner of Reclamation.

17 (3) COMPACT.—The term “Compact” means
 18 the water rights agreement between the Fort
 19 Belknap Indian Community and the State contained
 20 in section 85–20–1001 of the Montana Code Anno-
 21 tated (2011), including any exhibit, part, or amend-
 22 ment to the Compact.

23 (4) ENFORCEABILITY DATE.—The term “en-
 24 forceability date” means the date on which the Sec-

1 retary publishes in the Federal Register the state-
2 ment of findings described in section 10(d).

3 (5) FINAL.—The term “final”, with respect to
4 the approval of the decree described in section 4(c),
5 means the completion of—

6 (A) a direct appeal to the Montana Su-
7 preme Court of a decree by the Montana Water
8 Court, including the expiration of time for filing
9 of a direct appeal; or

10 (B) an appeal to the appropriate court of
11 the United States, including the expiration of
12 time in which a petition for certiorari may be
13 filed in the Supreme Court, denial of such a pe-
14 tition, or issuance of a final judgment of the
15 Supreme Court, whichever occurs last.

16 (6) FORT BELKNAP INDIAN COMMUNITY COUN-
17 CIL.—The term “Fort Belknap Indian Community
18 Council” means the governing body of the Fort
19 Belknap Indian Community.

20 (7) FORT BELKNAP INDIAN COMMUNITY.—The
21 term “Fort Belknap Indian Community” means the
22 Gros Ventre and Assiniboine Tribes and members
23 and allottees of those Tribes, including the respec-
24 tive successors, heirs, and assigns of the members

1 and allottees, of the Fort Belknap Reservation of
2 Montana.

3 (8) FRESNO RESERVOIR.—The term “Fresno
4 Reservoir” means the dam and reservoir of the Milk
5 River Project, located on the Milk River 14 miles
6 west of Havre, Montana, and authorized by the Act
7 of June 16, 1933 (48 Stat. 195, chapter 90) (com-
8 monly known as the “National Industrial Recovery
9 Act”).

10 (9) FUND.—The term “Fund” means the Fort
11 Belknap Indian Community Settlement Fund estab-
12 lished by section 11(a).

13 (10) INDIAN TRIBE.—The term “Indian tribe”
14 has the meaning given the term in section 4 of the
15 Indian Self-Determination and Education Assistance
16 Act (25 U.S.C. 450b).

17 (11) JOINT BOARD.—The term “Joint Board”
18 means the joint board of control for the Milk River
19 Project established in accordance with State law.

20 (12) MALTA IRRIGATION DISTRICT.—The term
21 “Malta Irrigation District” means the public cor-
22 poration—

23 (A) created on December 28, 1923, pursu-
24 ant to the laws of the State relating to irriga-
25 tion districts; and

1 (B) headquartered in Malta, Montana.

2 (13) MILK RIVER COORDINATING COM-
3 MITTEE.—The term “Milk River Coordinating Com-
4 mittee” means the committee established by article
5 IV.C of the Compact.

6 (14) MILK RIVER PROJECT.—

7 (A) IN GENERAL.—The term “Milk River
8 Project” means the Bureau of Reclamation
9 project conditionally approved by the Secretary
10 on March 14, 1903, pursuant to the Act of
11 June 17, 1902 (32 Stat. 388, chapter 1093),
12 commencing at Lake Sherburne Reservoir and
13 providing water through a point approximately
14 6 miles east of Nashua, Montana.

15 (B) INCLUSIONS.—The term “Milk River
16 Project” includes—

- 17 (i) the St. Mary storage unit;
- 18 (ii) the Fresno Dam; and
- 19 (iii) the Dodson pumping unit.

20 (15) MISSOURI RIVER BASIN.—The term “Mis-
21 souri River Basin” means the hydrologic basin of
22 the Missouri River (including tributaries), except as
23 limited by the 1909 Boundary Waters Treaty be-
24 tween Canada and United States.

1 (16) PICK-SLOAN MISSOURI RIVER BASIN PRO-
 2 GRAM.—The term “Pick-Sloan Missouri River Basin
 3 Program” means the Pick-Sloan Missouri River
 4 Basin Program (authorized by section 9 of the Act
 5 of December 22, 1944 (commonly known as the
 6 “Flood Control Act of 1944”) (58 Stat. 891, chapter
 7 665)).

8 (17) RESERVATION.—

9 (A) IN GENERAL.—The term “Reserva-
 10 tion” means the area of the Fort Belknap Res-
 11 ervation in the State, as defined in the Com-
 12 pact.

13 (B) INCLUSIONS.—The term “Reserva-
 14 tion” includes all land and interest in land that
 15 is held in trust by the United States for the
 16 benefit of the Gros Ventre and Assiniboine
 17 Tribes, including the land within the boundary
 18 established by the Treaty ratified by the Act of
 19 May 1, 1888 (25 Stat. 113, chapter 212), as
 20 modified by the Grinnell Agreement of October
 21 9, 1895 (ratified by the Act of June 10, 1896
 22 (29 Stat. 350, chapter 398) and the Act of
 23 March 3, 1931 (41 Stat. 1355, chapter 135).

24 (18) SECRETARY.—The term “Secretary”
 25 means the Secretary of the Interior.

1 (19) STATE.—The term “State” means the
2 State of Montana.

3 (20) TRIBAL WATER CODE.—Notwithstanding
4 the requirements of Article IV, section A.2. of the
5 Compact, the term “Tribal Water Code” means a
6 water code adopted by the Fort Belknap Indian
7 Community in accordance with section 5(c).

8 (21) TRIBAL WATER RIGHTS.—The term “tribal
9 water rights” means—

10 (A) the water rights of the Fort Belknap
11 Indian Community established in Article III of
12 the Compact;

13 (B) the allocation of water to the Fort
14 Belknap Indian Community from Lake Elwell
15 under section 7; and

16 (C) the water rights of allottees.

17 **SEC. 4. APPROVAL OF COMPACT AND JUDICIAL DECREE.**

18 (a) APPROVAL OF COMPACT.—

19 (1) IN GENERAL.—Except as otherwise pro-
20 vided in this Act and to the extent the Compact does
21 not conflict with this Act, the Compact is author-
22 ized, approved, and confirmed.

23 (2) AMENDMENTS TO COMPACT.—If amend-
24 ments are executed to make the Compact consistent
25 with this Act, those amendments are authorized, ap-

1 proved, and confirmed to the extent those amend-
2 ments are consistent with this Act.

3 (b) EXECUTION OF COMPACT.—On the approval of
4 the Compact by a majority of those eligible members of
5 the Fort Belknap Indian Community casting votes on the
6 day of the vote on the Compact, the Secretary shall—

7 (1) promptly execute and implement the Com-
8 pact, including all exhibits to or parts of the Com-
9 pact requiring the signature of the Secretary; and

10 (2) take such other actions as are necessary to
11 implement the Compact, including approving modi-
12 fications to appendices and exhibits to the Compact
13 not inconsistent with this Act, to the extent those
14 modifications do not otherwise require Congressional
15 approval pursuant to section 2116 of the Revised
16 Statutes (25 U.S.C. 177) or other applicable Federal
17 law.

18 (c) APPROVAL OF JUDICIAL DECREE.—

19 (1) IN GENERAL.—Not later than 180 days
20 after the date on which the Compact is approved
21 under subsection (b) or the date of enactment of this
22 Act, whichever is later, the United States, the Fort
23 Belknap Indian Community, and the State shall sub-
24 mit to the Montana Water Court, individually or
25 jointly, a petition to approve the decree agreed to by

1 the United States, the Fort Belknap Indian Commu-
 2 nity, and the State, identified as Appendix 1 to the
 3 Compact (including any amendment to the decree).

4 (2) FEDERAL UNITED STATES COURT.—If the
 5 circumstances described in article VII.C.2 of the
 6 Compact occur, the United States, the Fort Belknap
 7 Indian Community, or the State may submit to the
 8 United States district court with appropriate juris-
 9 diction a petition to enter as a consent decree in the
 10 United States district court the decree described in
 11 paragraph (1).

12 (3) EFFECT OF FAILURE OF APPROVAL.—

13 (A) IN GENERAL.—If a circumstance de-
 14 scribed in subparagraph (B) occurs—

15 (i) the approval of the Compact under
 16 subsection (a) shall be void; and

17 (ii) the authority under this Act shall
 18 terminate.

19 (B) CIRCUMSTANCE.—A circumstance re-
 20 ferred to in subparagraph (A) is that—

21 (i) the Montana Water Court and the
 22 United States district court of jurisdiction,
 23 as applicable, fail to approve the decree de-
 24 scribed in paragraph (1) during the 5-year

1 period beginning on the date on which the
 2 decree is filed in the court;

3 (ii) the decree is approved but subse-
 4 quently set aside by the Montana Water
 5 Court or the United States district court;
 6 or

7 (iii) the decree is set aside on direct
 8 appeal.

9 (d) FILING FOR APPOINTMENT OF WATER COMMIS-
 10 SIONER.—On submission of a petition described in para-
 11 graph (1) or (2) of subsection (b), the United States, the
 12 Fort Belknap Indian Community, and the State shall
 13 jointly petition the appropriate court for appointment of
 14 a water commissioner in accordance with article VII.B.3
 15 of the Compact, who shall be appointed not later than 180
 16 days after the date on which the final decree is issued.

17 **SEC. 5. TRIBAL WATER RIGHTS.**

18 (a) TREATMENT.—

19 (1) HOLDING IN TRUST.—The tribal water
 20 rights—

21 (A) shall be held in trust by the United
 22 States for the use and benefit of the Fort
 23 Belknap Indian Community and allottees in ac-
 24 cordance with this section; and

1 (B) shall not be subject to forfeiture or
2 abandonment.

3 (2) ALLOTTEES.—Each allottee shall be pro-
4 vided tribal water rights that are equivalent to or ex-
5 ceed the tribal water rights that allottees have on
6 the day before the date of enactment of this Act,
7 taking into consideration—

8 (A) the potential risks, cost, and time
9 delay associated with litigation that would be
10 resolved by the Compact and this Act;

11 (B) the availability of funding under this
12 Act and from other sources;

13 (C) the availability of water from the tribal
14 water rights; and

15 (D) the applicability of section 7 of the Act
16 of February 8, 1887 (25 U.S.C. 381) and this
17 Act to protect the interests of allottees.

18 (b) RIGHT TO USE.—Each right to Federal reserved
19 water of a member of the Fort Belknap Indian Commu-
20 nity, an allottee, or an owner of fee land located within
21 the Reservation—

22 (1) shall be considered to be satisfied by the
23 tribal water rights; and

(2) shall be governed by the terms and conditions of the Compact, this Act, and the Tribal Water Code.

(c) TRIBAL WATER CODE.—

(1) ENACTMENT.—Not later than 3 years after the date on which the decree is approved by the appropriate court under section 4(b), the Fort Belknap Indian Community shall enact a Tribal Water Code, subject to applicable laws, that—

(A) regulates the tribal water rights to provide for irrigation, domestic, commercial, municipal, industrial, cultural, recreational, and other uses; and

(B) includes a due process system—

(i) for the consideration and determination of any request by an allottee, or any successor in interest to an allottee, for an allocation of water under the tribal water rights for any lawful purpose on allotted land, including a process for—

(I) appeal and adjudication of denied or disputed distributions of water; and

1 (II) resolution of contested ad-
 2 ministrative decisions relating to the
 3 tribal water rights;

4 (ii) to protect the interest of allottees
 5 when entering into any lease under sub-
 6 section (e);

7 (iii) by which an owner of fee land
 8 within the Reservation may apply for any
 9 lawful use of water under the tribal water
 10 rights; and

11 (iv) for the establishment and man-
 12 agement of a controlled groundwater area
 13 in cooperation with establishment of a con-
 14 tiguous controlled groundwater area off the
 15 Reservation established pursuant to section
 16 B.2. of Article IV of the Compact and
 17 State law.

18 (2) ACTION BY SECRETARY.—

19 (A) IN GENERAL.—The Secretary shall ad-
 20 minister the tribal water rights until the Tribal
 21 Water Code is enacted in accordance with para-
 22 graph (1) and approved under subparagraph
 23 (B).

24 (B) APPROVAL.—The Tribal Water Code
 25 shall not be valid unless—

1 (i) the Tribal Water Code is approved
 2 by the Secretary; and

3 (ii) each amendment to the Tribal
 4 Water Code that affects the rights of an
 5 allottee is approved by the Secretary.

6 (d) EXHAUSTION OF REMEDIES.—A member of the
 7 Fort Belknap Indian Community, an allottee, or an owner
 8 of fee land within the Reservation shall not bring a claim
 9 relating to water under the tribal water rights against the
 10 United States under section 7 of the Act of February 8,
 11 1887 (25 U.S.C. 381), or any other applicable law, or oth-
 12 erwise request relief from the Secretary, until the member,
 13 allottee, or fee land owner exhausts each applicable rem-
 14 edy under the Tribal Water Code or other applicable tribal
 15 law.

16 (e) TEMPORARY TRANSFER OF TRIBAL WATER
 17 RIGHTS.—

18 (1) IN GENERAL.—On approval of the Sec-
 19 retary and the State as required under article
 20 IV.A.5 of the Compact, the Fort Belknap Indian
 21 Community may temporarily transfer by service con-
 22 tract, lease, exchange, or other agreement, certain
 23 portions of the tribal water rights, in accordance
 24 with article IV.A.5 of the Compact, for use off the
 25 Reservation within the Missouri River Basin, except

1 as limited by the 1909 Boundary Waters Treaty be-
2 tween Canada and United States.

3 (2) REQUIREMENTS.—An agreement under
4 paragraph (1)—

5 (A) shall be for a term of not more than
6 100 years;

7 (B) may include provisions for renewal of
8 the agreement for an additional term of not
9 more than 100 years; and

10 (C) shall not permanently alienate any por-
11 tion of the tribal water rights.

12 (f) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM
13 POWER RATES.—The Secretary, in cooperation with the
14 Secretary of Energy, shall make available, at project use
15 power pumping preferred rates established as of the date
16 of enactment of this Act, Pick-Sloan Missouri River Basin
17 Program pumping power to not more than 27,000 net
18 acres under irrigation pursuant to projects of the Fort
19 Belknap Indian Community.

20 (g) MILK RIVER WATER RIGHTS.—

21 (1) IDENTIFICATION OF ALTERNATIVES.—The
22 Secretary shall identify and implement alternatives
23 to resolve any conflict between the Milk River water
24 rights of the Blackfeet Tribe and the Fort Belknap
25 Indian Community in a manner that ensures that

1 the full allocation of the water rights of each Indian
 2 tribe under the water rights compacts of the Indian
 3 tribes are fully satisfied.

4 (2) AGREEMENT OF TRIBES.—The Secretary
 5 shall obtain the agreement of the Blackfeet Tribe
 6 and the Fort Belknap Indian Community to any al-
 7 ternative identified under subsection (a).

8 (3) FUNDING.—Amounts used by the Secretary
 9 to implement any alternative identified under sub-
 10 section (a) shall be in addition to the amounts au-
 11 thorized for the water rights settlements of the
 12 Blackfeet Tribe and the Fort Belknap Indian Com-
 13 munity.

14 **SEC. 6. EXCHANGE, ACQUISITION, AND TRANSFER OF PUB-**
 15 **LIC LAND INTO TRUST.**

16 (a) EXCHANGE OF STATE LAND.—

17 (1) IN GENERAL.—In partial satisfaction of
 18 claims relating to Indian water rights covered by
 19 this Act, the Fort Belknap Indian Community shall
 20 request and agree to the exchange and transfer of
 21 land in accordance with this subsection.

22 (2) STATE LAND.—The Secretary shall offer to
 23 enter into negotiations with the State for the pur-
 24 pose of exchanging Federal land described in para-

graph (3) for the following parcels of land owned by
the State, located on and off the Reservation:

(A) 717.56 acres in T. 26 N., R. 22 E.,
sec. 16.

(B) 707.04 acres in T. 27 N., R. 22 E.,
sec. 16.

(C) 640 acres in T. 27 N., R. 21 E., sec.
36.

(D) 640 acres in T. 26 N., R. 23 E., sec.
16.

(E) 640 acres in T. 26 N., R. 23 E., sec.
36.

(F) 640 acres in T. 26 N., R. 26 E., sec.
16.

(G) 640 acres in T. 26 N., R. 22 E., sec.
36.

(H) 640 acres in T. 26 N., R. 24 E., sec.
16.

(I) 640 acres in T. 27 N., R. 23 E., sec.
16.

(J) 640 acres in T. 27 N., R. 25 E., sec.
36.

(K) 640 acres in T. 28 N., R. 22 E., sec.
36.

- 1 (L) 640 acres in T. 28 N., R. 23 E., sec.
2 16.
- 3 (M) 640 acres in T. 28 N., R. 24 E., sec.
4 36.
- 5 (N) 640 acres in T. 28 N., R. 25 E., sec.
6 16.
- 7 (O) 640 acres in T. 28 N., R. 25 E., sec.
8 36.
- 9 (P) 640 acres in T. 28 N., R. 26 E., sec.
10 16.
- 11 (Q) 94.96 acres in T. 28 N., R. 26 E., sec.
12 36, under lease by the Fort Belknap Commu-
13 nity Council on the date of enactment of this
14 Act.
- 15 (R) 652.32 acres in T. 29 N., R. 22 E.,
16 sec. 16, excluding the 73.36 acres under lease
17 by Ben Hofeldt, et al., on the date of enactment
18 of this Act.
- 19 (S) 640 acres in T. 29 N., R. 22 E., sec.
20 36.
- 21 (T) 640 acres in T. 29 N., R. 23 E., sec.
22 16.
- 23 (U) 640 acres in T. 29 N., R. 24 E., sec.
24 16.

1 (V) 640 acres in T. 29 N., R. 24 E., sec.
 2 36.
 3 (W) 640 acres in T. 29 N., R. 25 E., sec.
 4 16.
 5 (X) 640 acres in T. 29 N., R. 25 E., sec.
 6 36.
 7 (Y) 640 acres in T. 29 N., R. 26 E., sec.
 8 16.
 9 (Z) 663.22 acres in T. 30 N., R. 22 E.,
 10 sec. 16, excluding the 58.72 acres under lease
 11 by Walter and Amelia Funk on the date of en-
 12 actment of this Act.
 13 (AA) 640 acres in T. 30 N., R. 22 E., sec.
 14 36.
 15 (BB) 640 acres in T. 30 N., R. 23 E., sec.
 16 16.
 17 (CC) 640 acres in T. 30 N., R. 23 E., sec.
 18 36.
 19 (DD) 640 acres in T. 30 N., R. 24 E., sec.
 20 16.
 21 (EE) 640 acres in T. 30 N., R. 24 E., sec.
 22 36.
 23 (FF) 640 acres in T. 30 N., R. 25 E., sec.
 24 16.

1 (GG) 275.88 acres in T. 30 N., R. 26 E.,
 2 sec. 36, under lease by the Fort Belknap Com-
 3 munity Council on the date of enactment of this
 4 Act.

5 (HH) 640 acres in T. 31 N., R. 22 E., sec.
 6 36.

7 (II) 640 acres in T. 31 N., R. 23 E., sec.
 8 16.

9 (JJ) 640 acres in T. 31 N., R. 23 E., sec.
 10 36.

11 (KK) 34.04 acres in T. 31 N., R. 26 E.,
 12 sec. 16, lot 4.

13 (LL) 640 acres in T. 25 N., R. 22 E., sec.
 14 16.

15 (MM) 600 acres in T. 27 N., R. 20 E.,
 16 sec. 36.

17 (NN) 640 acres in T. 27 N., R. 21 E., sec.
 18 16.

19 (OO) 640 acres in T. 28 N., R. 21 E., sec.
 20 27.

21 (PP) 639.04 acres in T. 28 N., R. 22 E.,
 22 sec. 16.

23 (QQ) 543.84 acres in T. 28 N., R. 26 E.,
 24 sec. 36, comprised of—

25 (i) 9.15 acres in lot 1;

- 1 (ii) 13.69 acres in lot 2;
- 2 (iii) 18.23 acres in lot 3;
- 3 (iv) 22.77 acres in lot 4;
- 4 (v) 40 acres in the NE¹/₄ of the
- 5 NE¹/₄;
- 6 (vi) 40 acres in the NE¹/₄ of the
- 7 NW¹/₄;
- 8 (vii) 40 acres in the NE¹/₄ of the
- 9 SE¹/₄;
- 10 (viii) 40 acres in the NE¹/₄ of the
- 11 SW¹/₄;
- 12 (ix) 40 acres in the NW¹/₄ of the
- 13 NE¹/₄;
- 14 (x) 40 acres in the NW¹/₄ of the
- 15 SE¹/₄;
- 16 (xi) 40 acres in the SE¹/₄ of the
- 17 NE¹/₄;
- 18 (xii) 40 acres in the SE¹/₄ of the
- 19 NW¹/₄;
- 20 (xiii) 40 acres in the SE¹/₄ of the
- 21 SE¹/₄;
- 22 (xiv) 40 acres in the SE¹/₄ of the
- 23 SW¹/₄;
- 24 (xv) 40 acres in the SW¹/₄ of the
- 25 NE¹/₄; and

1 (xvi) 40 acres in the SW¹/₄ of the
2 SE¹/₄.

3 (RR) 73.36 acres in T. 29 N., R. 22 E.,
4 sec. 16, comprised of—

5 (i) 18.09 acres in lot 1;

6 (ii) 18.25 acres in lot 2;

7 (iii) 18.43 acres in lot 3; and

8 (iv) 18.59 acres in lot 4.

9 (SS) 58.72 acres in T. 30 N., R. 22 E.,
10 sec. 16, comprised of—

11 (i) 14.49 acres in lot 9;

12 (ii) 14.61 acres in lot 10;

13 (iii) 14.75 acres in lot 11; and

14 (iv) 14.87 acres in lot 12.

15 (TT) 369.36 acres in T. 30 N., R. 26 E.,
16 sec. 36, comprised of—

17 (i) 45.82 acres in lot 1;

18 (ii) 10.16 acres in lot 2;

19 (iii) 14.52 acres in lot 3;

20 (iv) 18.86 acres in lot 4;

21 (v) 40 acres in the NE¹/₄ of the
22 NE¹/₄;

23 (vi) 40 acres in the SW¹/₄ of the
24 NE¹/₄;

1 (vii) 40 acres in the SE¹/₄ of the
2 NE¹/₄;

3 (viii) 40 acres in the NE¹/₄ of the
4 SE¹/₄;

5 (ix) 40 acres in the NW¹/₄ of the
6 SE¹/₄;

7 (x) 40 acres in the SE¹/₄ of the SE¹/₄;
8 and

9 (xi) 40 acres in the SW¹/₄ of the
10 SE¹/₄.

11 (UU) 640 acres in T. 29 N., R. 22 E., sec.
12 8.

13 (VV) 400 acres in T. 29 N., R. 22 E., sec.
14 17, comprised of—

15 (i) 320 acres in the N¹/₂; and

16 (ii) 80 acres in the N¹/₂ of the SW¹/₄.

17 (WW) 120 acres in sec. 18, T. 29 N., R.
18 22 E., comprised of—

19 (i) 80 acres in the E¹/₂ of the NE¹/₄;

20 and

21 (ii) 40 acres in the NE¹/₄ of the
22 SE¹/₄.

23 (3) FEDERAL LAND.—Notwithstanding any
24 other provision of law, for purposes of a land ex-
25 change under this subsection, the Secretary may ex-

change any Federal land not identified for disposal pursuant to a resource management plan developed under the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.), including any Bureau of Reclamation land located in section 1, 2, 11, or 12 of T. 31 N., R. 32 E.

(4) REQUIREMENTS.—

(A) VALUE AND ACREAGE.—The Secretary shall ensure that—

(i) the value of any Federal land exchanged for State land under this subsection is equal to or greater than the value of the State land; and

(ii) the acreage of any Federal land exchanged for State land under this subsection is equal to or greater than the acreage of the State land, unless the Secretary and the State specifically agree otherwise.

(B) BASIS.—Unless the Secretary and the State specifically agree otherwise, each land exchange under this subsection shall be on a whole-estate for whole-estate basis.

(5) ELIGIBILITY OF OTHER STATE PARCELS.—

If, at any time after the date of enactment of this

1 Act, the Fort Belknap Community Council enters
 2 into a lease for any other State parcel or secures the
 3 written consent of each lessee of any other State
 4 parcel, the other State parcel shall be eligible for ex-
 5 change under this subsection.

6 (6) TOTAL QUANTITY OF STATE LAND TO BE
 7 EXCHANGED.—

8 (A) ON RESERVATION.—The total quantity
 9 of State land located within the boundaries of
 10 the Reservation that may be exchanged under
 11 this subsection is 20,296.1 acres.

12 (B) OFF RESERVATION.—The total quan-
 13 tity of State land located outside of the bound-
 14 aries of the Reservation that may be trans-
 15 ferred under this subsection is 7,413.24 acres.

16 (b) FEDERAL LAND TRANSFERS.—

17 (1) IN GENERAL.—In partial satisfaction of
 18 claims relating to Indian water rights covered by
 19 this Act, the Fort Belknap Indian Community shall
 20 request and agree to the exchange and transfer of
 21 land in accordance with this subsection.

22 (2) TRANSFERS.—On selection and request by
 23 the Fort Belknap Indian Community, the Secretary
 24 shall transfer to the United States, to be held in
 25 trust for the Fort Belknap Indian Community, all

1 Federal land within the parcels described in para-
 2 graph (3)—

3 (A) with the exception of any land subject
 4 to valid existing private rights, including land
 5 subject to sections 2318 through 2352 of the
 6 Revised Statutes (commonly known as the
 7 “Mining Law of 1872”) (30 U.S.C. 21 et seq.);
 8 and

9 (B) subject to the condition that no road
 10 necessary for customary access to fee parcels or
 11 other private rights within the parcels shall be
 12 included in the transfer.

13 (3) DESCRIPTION OF PARCELS.—The parcels
 14 referred to in paragraph (2) are the following:

15 (A) BUREAU OF LAND MANAGEMENT PAR-
 16 CELS.—

17 (i) 59.46 acres in T. 25 N., R. 22 E.,
 18 sec. 4, comprised of—

19 (I) 19.55 acres in lot 10;

20 (II) 19.82 acres in lot 11; and

21 (III) 20.09 acres in lot 16.

22 (ii) 324.24 acres in the N¹/₂ of T. 25
 23 N., R. 22 E., sec. 5.

24 (iii) 403.56 acres in T. 25 N., R. 22
 25 E., sec. 9, comprised of—

1 (I) 41.11 acres of the E¹/₄ of the
 2 NE¹/₄; and

3 (II) 362.45 acres of the S¹/₂.

4 (iv) 70.63 acres in T. 25 N., R. 22
 5 E., sec. 13.

6 (v) 71.12 acres in T. 25 N., R. 22 E.,
 7 sec. 14.

8 (vi) 81.73 acres in T. 25 N., R. 22
 9 E., sec. 15.

10 (vii) 160 acres in T. 26 N., R. 21 E.,
 11 sec. 1, comprised of—

12 (I) 80 acres of the S¹/₂ of the
 13 NW¹/₄; and

14 (II) 80 acres of the W¹/₂ of the
 15 SW¹/₄.

16 (viii) 567.50 acres in T. 26 N., R. 21
 17 E., sec. 2, comprised of—

18 (I) 82.54 acres of the E¹/₂ of the
 19 NW¹/₄;

20 (II) 164.96 acres of the NE¹/₄;
 21 and

22 (III) 320 acres of the S¹/₂.

23 (ix) 240 acres in T. 26 N., R. 21 E.,
 24 sec. 3, comprised of—

1 (I) 40 acres of the SE $\frac{1}{4}$ of the
 2 NW $\frac{1}{4}$;

3 (II) 160 acres of the SW $\frac{1}{4}$; and

4 (III) 40 acres of the SW $\frac{1}{4}$ of the
 5 SE $\frac{1}{4}$.

6 (x) 120 acres in T. 26 N., R. 21 E.,
 7 sec. 4, comprised of—

8 (I) 80 acres of the E $\frac{1}{2}$ of the
 9 SE $\frac{1}{4}$; and

10 (II) 40 acres of the NW $\frac{1}{4}$ of the
 11 SE $\frac{1}{4}$.

12 (xi) 200 acres in T. 26 N., R. 21 E.,
 13 sec. 5, comprised of—

14 (I) 160 acres of the SW $\frac{1}{4}$; and

15 (II) 40 acres of the SW $\frac{1}{4}$ of the
 16 NW $\frac{1}{4}$.

17 (xii) 40 acres in the SE $\frac{1}{4}$ of the
 18 SE $\frac{1}{4}$ of T. 26 N., R. 21 E., sec. 6.

19 (xiii) 240 acres in T. 26 N., R. 21 E.,
 20 sec. 8, comprised of—

21 (I) 40 acres of the NE $\frac{1}{4}$ of the
 22 SW $\frac{1}{4}$;

23 (II) 160 acres of the NW $\frac{1}{4}$; and

24 (III) 40 acres of the NW $\frac{1}{4}$ of
 25 the SE $\frac{1}{4}$.

1 (xiv) 320 acres in the E $\frac{1}{2}$ of T. 26
 2 N., R. 21 E., sec. 9.

3 (xv) 640 acres in T. 26 N., R. 21 E.,
 4 sec. 10.

5 (xvi) 600 acres in T. 26 N., R. 21 E.,
 6 sec. 11, comprised of—

7 (I) 320 acres of the N $\frac{1}{2}$;

8 (II) 80 acres of the N $\frac{1}{2}$ of the
 9 SE $\frac{1}{4}$;

10 (III) 160 acres of the SW $\frac{1}{4}$; and

11 (IV) 40 acres of the SW $\frac{1}{4}$ of the
 12 SE $\frac{1}{4}$.

13 (xvii) 513.49 acres in T. 26 N., R. 22
 14 E., sec. 21, comprised of—

15 (I) 160 acres of the NW $\frac{1}{4}$; and

16 (II) 353.49 acres of the S $\frac{1}{2}$.

17 (xviii) 719.58 acres in T. 26 N., R. 22
 18 E., sec. 28.

19 (xix) 560 acres in T. 26 N., R. 22 E.,
 20 sec. 29, comprised of—

21 (I) 320 acres of the N $\frac{1}{2}$;

22 (II) 160 acres of the N $\frac{1}{2}$ of the
 23 S $\frac{1}{2}$; and

24 (III) 80 acres of the S $\frac{1}{2}$ of the
 25 SE $\frac{1}{4}$.

1 (xx) 400 acres in T. 26 N., R. 22 E.,
 2 sec. 32, comprised of—

3 (I) 320 acres of the S $\frac{1}{2}$; and

4 (II) 80 acres of the S $\frac{1}{2}$ of the
 5 NW $\frac{1}{4}$.

6 (xxi) 455.51 acres in T. 26 N., R. 22
 7 E., sec. 33, comprised of—

8 (I) lots 3, 4, and 5;

9 (II) 40 acres of the NW $\frac{1}{4}$ of the
 10 NE $\frac{1}{4}$;

11 (III) 160 acres of the SW $\frac{1}{4}$; and

12 (IV) 80 acres of the W $\frac{1}{2}$ of the
 13 SE $\frac{1}{4}$.

14 (xxii) 88.71 acres in T. 27 N., R. 21
 15 E., sec. 1, comprised of—

16 (I) 48.71 acres of the N $\frac{1}{2}$ of the
 17 NE $\frac{1}{4}$; and

18 (II) 40 acres of the SW $\frac{1}{4}$ of the
 19 SW $\frac{1}{4}$.

20 (xxiii) 97.40 acres in the G lots 1, 2,
 21 3, and 4 of T. 27 N., R. 21 E., sec. 2.

22 (xxiv) 168.72 acres in T. 27 N., R. 21
 23 E., sec. 3, comprised of—

24 (I) lots 11 and 12;

25 (II) 24.36 acres in lot 1;

1 (III) 24.36 acres in lot 2; and

2 (IV) 40 acres in lot 8.

3 (xxv) 80 acres in T. 27 N., R. 21 E.,

4 sec. 11, comprised of—

5 (I) 40 acres of the NW $\frac{1}{4}$ of the

6 SW $\frac{1}{4}$; and

7 (II) 40 acres of the SW $\frac{1}{4}$ of the

8 NW $\frac{1}{4}$.

9 (xxvi) 200 acres in T. 27 N., R. 21

10 E., sec. 12, comprised of—

11 (I) 80 acres of the E $\frac{1}{2}$ of the

12 SW $\frac{1}{4}$;

13 (II) 40 acres of the NW $\frac{1}{4}$ of the

14 NW $\frac{1}{4}$; and

15 (III) 40 acres of the S $\frac{1}{2}$ of the

16 NW $\frac{1}{4}$.

17 (xxvii) 38.87 acres in the NW $\frac{1}{4}$ of

18 the SW $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 19.

19 (xxviii) 40 acres in the SE $\frac{1}{4}$ of the

20 NE $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 23.

21 (xxix) 320 acres in T. 27 N., R. 21

22 E., sec. 24, comprised of—

23 (I) 80 acres of the E $\frac{1}{2}$ of the

24 NW $\frac{1}{4}$;

25 (II) 160 acres of the NE $\frac{1}{4}$;

1 (III) 40 acres of the NE $\frac{1}{4}$ of the
 2 SE $\frac{1}{4}$; and

3 (IV) 40 acres of the SW $\frac{1}{4}$ of the
 4 SW $\frac{1}{4}$.

5 (xxx) 120 acres in T. 27 N., R. 21 E.,
 6 sec. 25, comprised of—

7 (I) 80 acres of the S $\frac{1}{2}$ of the
 8 NE $\frac{1}{4}$; and

9 (II) 40 acres of the SE $\frac{1}{4}$ of the
 10 NW $\frac{1}{4}$.

11 (xxxi) 40 acres in the NE $\frac{1}{4}$ of the
 12 SE $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 26.

13 (xxxii) 160 acres in the NW $\frac{1}{4}$ of T.
 14 27 N., R. 21 E., sec. 27.

15 (xxxiii) 40 acres in the SW $\frac{1}{4}$ of the
 16 SW $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 29.

17 (xxxiv) 40 acres in the SW $\frac{1}{4}$ of the
 18 NE $\frac{1}{4}$ of T. 27 N., R. 21 E., sec 30.

19 (xxxv) 120 acres in the SE $\frac{1}{4}$ of the
 20 NE $\frac{1}{4}$ and N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of T. 27 N.,
 21 R. 21 E., sec. 33.

22 (xxxvi) 440 acres in T. 27 N., R. 21
 23 E., sec. 34, comprised of—

24 (I) 160 acres of the N $\frac{1}{2}$ of the
 25 S $\frac{1}{2}$;

1 (II) 160 acres of the NE $\frac{1}{4}$;

2 (III) 80 acres of the S $\frac{1}{2}$ of the

3 NW $\frac{1}{4}$; and

4 (IV) 40 acres of the SE $\frac{1}{4}$ of the

5 SE $\frac{1}{4}$.

6 (xxxvii) 133.44 acres in T. 27 N., R.

7 22 E., sec. 4, comprised of—

8 (I) the G lots 5 and 6;

9 (II) 40 acres in lot 10; and

10 (III) 40 acres in lot 15.

11 (xxxviii) 160 acres in T. 27 N., R. 22

12 E., sec. 7, comprised of—

13 (I) 40 acres of the NE $\frac{1}{4}$ of the

14 NE $\frac{1}{4}$;

15 (II) 80 acres of the NW $\frac{1}{4}$ of the

16 SW $\frac{1}{4}$; and

17 (III) 40 acres of the W $\frac{1}{2}$ of the

18 NW $\frac{1}{4}$.

19 (xxxix) 120 acres in T. 27 N., R. 22

20 E., sec. 8, comprised of—

21 (I) 40 acres of the E $\frac{1}{2}$ of the

22 NW $\frac{1}{4}$; and

23 (II) 80 acres of the NE $\frac{1}{4}$ of the

24 SW $\frac{1}{4}$.

1 (xl) 40 acres in the SW $\frac{1}{4}$ of the
 2 NW $\frac{1}{4}$ of T. 27 N., R. 22 E., sec. 9.

3 (xli) 40 acres in the NE $\frac{1}{4}$ of the
 4 SW $\frac{1}{4}$ of T. 27 N., R. 22 E., sec. 17.

5 (xlii) 40 acres in the NW $\frac{1}{4}$ of the
 6 NW $\frac{1}{4}$ of T. 27 N., R. 22 E., sec. 19.

7 (xliii) 40 acres in the SE $\frac{1}{4}$ of the
 8 NW $\frac{1}{4}$ of T. 27 N., R. 22 E., sec. 20.

9 (xliv) 80 acres in the W $\frac{1}{2}$ of the
 10 SE $\frac{1}{4}$ of T. 27 N., R. 22 E., sec. 31.

11 (xlv) 52.36 acres in the SE $\frac{1}{4}$ of the
 12 SE $\frac{1}{4}$ of T. 27 N., R. 22 E., sec. 33.

13 (xlvi) 40 acres in the NE $\frac{1}{4}$ of the
 14 SW $\frac{1}{4}$ of T. 28 N., R. 22 E., sec. 29.

15 (xlvii) 40 acres in the NE $\frac{1}{4}$ of the
 16 NE $\frac{1}{2}$ of T. 26 N., R. 21 E., sec. 7.

17 (xlviii) 40 acres in T. 26 N., R. 21 E.,
 18 sec. 12.

19 (xlix) 42.38 acres in the NW $\frac{1}{4}$ of the
 20 NE $\frac{1}{4}$ of T. 26 N., R. 22 E., sec. 6.

21 (l) 320 acres in the E $\frac{1}{2}$ of T. 26 N.,
 22 R. 22 E., sec. 17.

23 (li) 80 acres in the E $\frac{1}{2}$ of the NE $\frac{1}{4}$
 24 of T. 26 N., R. 22 E., sec. 20.

1 (lii) 240 acres in T. 26 N., R. 22 E.,
 2 sec. 30, comprised of—

3 (I) 80 acres of the E $\frac{1}{2}$ of the
 4 NE $\frac{1}{4}$;

5 (II) 80 acres of the N $\frac{1}{2}$ of the
 6 SE $\frac{1}{4}$;

7 (III) 40 acres of the SE $\frac{1}{4}$ of the
 8 NW $\frac{1}{4}$; and

9 (IV) 40 acres of the SW $\frac{1}{4}$ of the
 10 NE $\frac{1}{4}$.

11 (B) DEPARTMENT OF AGRICULTURE PAR-
 12 CELS.—The parcels of approximately 3,519.3
 13 acres of trust land that has been converted to
 14 fee land, judicially foreclosed on, and acquired
 15 by the Department of Agriculture described in
 16 clauses (i) through (iii).

17 (i) BENJAMIN KIRKALDIE.—640 acres
 18 in T. 29 N., R. 26 E., Principal Meridian,
 19 Montana (PMM), comprised of—

20 (I) the SW $\frac{1}{4}$ of sec. 27;

21 (II) the NE $\frac{1}{4}$ of sec. 33; and

22 (III) the W $\frac{1}{2}$ of sec. 34.

23 (ii) EMMA LAMEBULL.—320 acres in
 24 the N $\frac{1}{2}$ of T. 30 N., R. 23 E., sec. 28,
 25 PMM.

1 (iii) ALFRED MINUGH.—2,559.3 acres
 2 comprised of—

3 (I) T. 28 N., R. 24 E., PMM, in-
 4 cluding—

5 (aa) the $E^{1/2}$, $W^{1/2}$, $E^{1/2}$,
 6 $W^{1/2}$, $W^{1/2}$, $NE^{1/4}$, the $E^{1/2}$, $E^{1/2}$,
 7 $W^{1/2}$, $W^{1/2}$, $NE^{1/4}$, the $E^{1/2}$, $W^{1/2}$,
 8 $NE^{1/4}$, the $W^{1/2}$, $E^{1/2}$, $NE^{1/4}$, the
 9 $W^{1/2}$, $E^{1/2}$, $E^{1/2}$, $NE^{1/4}$, the $W^{1/2}$,
 10 $W^{1/2}$, $E^{1/2}$, $E^{1/2}$, $E^{1/2}$, $NE^{1/4}$, and
 11 the $SE^{1/4}$ of sec. 16;

12 (bb) all of sec. 21;

13 (cc) the $S^{1/2}$ of sec. 22; and

14 (dd) the $W^{1/2}$ of sec. 27;

15 (II) T. 29 N., R. 25 E., PMM,
 16 including—

17 (aa) the $S^{1/2}$ of sec. 1; and

18 (bb) the $N^{1/2}$ of sec. 12;

19 (III) T. 29 N., R. 26 E., PMM,
 20 sec. 6, lot 2;

21 (IV) T. 30 N., R. 26 E., PMM,
 22 including—

23 (aa) sec. 3, lot 2;

24 (bb) the $SW^{1/4}$ of the $SW^{1/4}$
 25 of sec. 4;

1 (cc) the E¹/₂ of the SE¹/₄ of
 2 sec. 5;

3 (dd) the S¹/₂ of the SE¹/₄ of
 4 sec. 7; and

5 (ee) the N¹/₂, N¹/₂, NE¹/₄ of
 6 sec. 18; and

7 (V) T. 31 N., R. 26 E., PMM,
 8 the NW¹/₄ of the SE¹/₄ of sec. 31.

9 (C) GRINNELL LANDS.—The following par-
 10 cels, known as the “Grinnell Lands”:

11 (i) 275.55 acres in T. 25 N., R. 24
 12 E., sec. 11, exterior to Cercla boundary.

13 (ii) 547.20 acres in T. 25 N., R. 24
 14 E., sec. 1, exterior to Cercla boundary,
 15 comprised of—

16 (I) lots 1 through 12; and

17 (II) 160 acres of the SW¹/₄.

18 (iii) 682.45 acres in T. 25 N., R. 24
 19 E., sec. 2, comprised of—

20 (I) lots 1 through 12;

21 (II) 40 acres in each of—

22 (aa) the SESW;

23 (bb) the SWSW;

24 (cc) the NESW;

25 (dd) the NWSW; and

1 (III) 135.73 acres of the SE $\frac{1}{4}$.

2 (iv) 463.99 acres in T. 25 N., R. 24

3 E., sec. 3, comprised of—

4 (I) lots 5 through 15; and

5 (II) 160 acres of the SE $\frac{1}{4}$.

6 (v) 109.48 acres in T. 25 N., R. 24

7 E., sec. 10, comprised of—

8 (I) lot 5; and

9 (II) 80 acres of the N $\frac{1}{2}$ of the
10 NE $\frac{1}{4}$.

11 (vi) 139.17 acres in T. 25 N., R. 24

12 E., sec. 12, exterior to Cercla boundary,

13 comprised of—

14 (I) lots 14 and 15; and

15 (II) 80 acres of the N $\frac{1}{2}$ of the

16 NW $\frac{1}{4}$.

17 (vii) 322.77 acres in T. 25 N., R. 24

18 E., sec. 16, comprised of—

19 (I) lots 9 through 12; and

20 (II) 160 acres of the S $\frac{1}{2}$ of the

21 S $\frac{1}{2}$.

22 (viii) 391.45 acres in T. 25 N., R. 24

23 E., sec. 17, comprised of—

24 (I) lots 8, 9, 10, and 13;

1 (II) 40 acres of the NW $\frac{1}{4}$ of the
 2 SE $\frac{1}{4}$;

3 (III) 80 acres of the N $\frac{1}{2}$ of the
 4 SW $\frac{1}{4}$; and

5 (IV) 160 acres of the S $\frac{1}{2}$ of the
 6 S $\frac{1}{2}$.

7 (ix) 320 acres in the W $\frac{1}{2}$ of T. 25 N.,
 8 R. 24 E., sec. 21, exterior to Cercla bound-
 9 ary.

10 (x) 79.47 acres in T. 25 N., R. 25 E.,
 11 sec. 2, comprised of lots 3 through 7.

12 (xi) 647.09 acres in T. 25 N., R. 25
 13 E., sec. 3, comprised of—

14 (I) lots 4 through 17;

15 (II) 40 acres of the NW $\frac{1}{4}$ of the
 16 SE $\frac{1}{4}$; and

17 (III) 160 acres of the SW $\frac{1}{4}$.

18 (xii) 695.44 acres in T. 25 N., R. 25
 19 E., sec. 4, comprised of—

20 (I) lots 1 through 12; and

21 (II) 320 acres of the S $\frac{1}{2}$.

22 (xiii) 671.39 acres in T. 25 N., R. 25
 23 E., sec. 5, comprised of—

24 (I) lots 1 through 12; and

25 (II) 320 acres of the S $\frac{1}{2}$.

1 (xiv) 543.56 acres in T. 25 N., R. 25
 2 E., sec. 6, exterior to Cercla boundary,
 3 comprised of—

4 (I) lots 1 through 12; and

5 (II) 160 acres of the SE $\frac{1}{4}$.

6 (xv) 480 acres in T. 25 N., R. 25 E.,
 7 sec. 8, exterior to Cercla boundary, com-
 8 prised of—

9 (I) 320 acres of the N $\frac{1}{2}$; and

10 (II) 160 acres of the SE $\frac{1}{4}$.

11 (xvi) 640 acres in T. 25 N., R. 25 E.,
 12 sec. 9.

13 (xvii) 202.76 acres in T. 25 N., R. 25
 14 E., sec. 10, comprised of—

15 (I) lots 6 through 10; and

16 (II) 80 acres of the W $\frac{1}{2}$ of the
 17 NW $\frac{1}{4}$.

18 (xviii) 17.66 acres in T. 26 N., R. 24
 19 E., sec. 22.

20 (xix) 109.33 acres in T. 26 N., R. 24
 21 E., sec. 23, comprised of lots 5 through 7.

22 (xx) 443.59 acres in T. 26 N., R. 24
 23 E., sec. 25, comprised of—

24 (I) lots 5 through 10;

25 (II) 160 acres of the SW $\frac{1}{4}$;

1 (III) 40 acres of the SW¹/₄ of the
 2 NW¹/₄; and

3 (IV) 80 acres of the W¹/₂ of the
 4 SE¹/₂.

5 (xxi) 630.36 acres in T. 26 N., R. 24
 6 E., sec. 26, comprised of—

7 (I) lots 2 through 5;

8 (II) 320 acres of the S¹/₂; and

9 (III) 160 acres of the S¹/₂ of the
 10 N¹/₂.

11 (xxii) 91.97 acres in T. 26 N., R. 24
 12 E., sec. 27, comprised of lots 5 through 8.

13 (xxiii) 291.60 acres in T. 26 N., R.
 14 24 E., sec. 34, comprised of—

15 (I) lots 5 through 8;

16 (II) 160 acres of the E¹/₂ of the
 17 E¹/₂; and

18 (III) 40 acres of the SW¹/₄ of the
 19 SE¹/₄.

20 (xxiv) 640 acres in T. 26 N., R. 24
 21 E., sec. 35.

22 (xxv) 640 acres in T. 26 N., R. 24 E.,
 23 sec. 36.

24 (xxvi) 13 acres in T. 26 N., R. 25 E.,
 25 sec. 25.

1 (xxvii) 246.54 acres in T. 26 N., R.
 2 25 E., sec. 26, comprised of lots 6 through
 3 15.

4 (xxviii) 245.20 acres in T. 26 N., R.
 5 25 E., sec. 27, comprised of lots 5 through
 6 12.

7 (xxix) 275.44 acres in T. 26 N., R. 25
 8 E., sec. 28, comprised of lots 5 through
 9 12.

10 (xxx) 308.80 acres in T. 26 N., R. 25
 11 E., sec. 29, comprised of lots 5 through
 12 12.

13 (xxxi) 287.86 acres in T. 26 N., R. 25
 14 E., sec. 30, comprised of lots 6 through
 15 13.

16 (xxxii) 634.30 acres in T. 26 N., R.
 17 25 E., sec. 31, comprised of—

18 (I) lots 1 through 4;

19 (II) 320 acres of the E¹/₂; and

20 (III) 160 acres of the E¹/₂ of the
 21 W¹/₂.

22 (xxxiii) 640 acres in T. 26 N., R. 25
 23 E., sec. 32.

24 (xxxiv) 640 acres in T. 26 N., R. 25
 25 E., sec. 33.

1 (xxxv) 640 acres in T. 26 N., R. 25
 2 E., sec. 34.

3 (xxxvi) 488.08 acres in T. 26 N., R.
 4 25 E., sec. 35, comprised of—

5 (I) lots 5 through 10;

6 (II) 80 acres of the N $\frac{1}{2}$ of the
 7 SW $\frac{1}{4}$;

8 (III) 160 acres of the NW $\frac{1}{4}$; and

9 (IV) 40 acres of the SW $\frac{1}{4}$ of the
 10 SW $\frac{1}{4}$.

11 (D) DODSON LAND.—

12 (i) IN GENERAL.—Subject to clause
 13 (ii), the approximately 2,573.79 acres land
 14 owned by the United States on the north-
 15 east corner of the Reservation and de-
 16 scribed in clause (iii) shall be transferred
 17 by the United States to the Fort Belknap
 18 Indian Community without charge, to be
 19 held in trust by the United States for the
 20 benefit of the Fort Belknap Indian Com-
 21 munity.

22 (ii) RESTRICTIONS.—

23 (I) IN GENERAL.—A transfer
 24 under this subparagraph shall not
 25 occur unless and until a cooperative

1 agreement has been negotiated among
2 the Bureau of Reclamation, the Bu-
3 reau of Indian Affairs, the Fort
4 Belknap Indian Community, and the
5 Malta Irrigation District—

6 (aa) to ensure that the Bu-
7 reau of Reclamation and any suc-
8 cessor in interest, including the
9 Malta Irrigation District, shall
10 retain adequate rights-of-way to
11 operate and maintain, consistent
12 with all applicable laws and any
13 delivery contracts in effect on the
14 date of enactment of this Act,
15 the Milk River Project and facili-
16 ties of the Milk River Project, in-
17 cluding the Dodson Diversion
18 Dam and the Dodson South
19 Canal within the Dodson land;

20 (bb) to manage and imple-
21 ment the planning, design, and
22 construction activities described
23 in this section; and

24 (cc) to agree on the uses to
25 which the Fort Belknap Indian

1 Community may put the land de-
2 scribed in clause (iii).

3 (II) MILK RIVER PROJECT.—The
4 transfer of the Dodson land shall be
5 subject to—

6 (aa) the right of ingress and
7 egress by personnel of the Bu-
8 reau of Reclamation, the Malta
9 Irrigation District, and other au-
10 thorized personnel for Milk River
11 Project purposes;

12 (bb) all existing rights-of-
13 way of record or in use for Milk
14 River Project facilities and for
15 access to those facilities for Milk
16 River Project purposes, as deter-
17 mined by the Bureau of Reclama-
18 tion, the Malta Irrigation Dis-
19 trict, and authorized personnel;
20 and

21 (cc) the right of the Bureau
22 of Reclamation and Malta Irriga-
23 tion District—

24 (AA) to seep, flood, and
25 overflow the transferred land

1 for Milk River Project pur-
 2 poses; and

3 (BB) to prohibit the
 4 construction of permanent
 5 structures on the transferred
 6 land, except as provided for
 7 in the cooperative agreement
 8 to be executed under sub-
 9 section (b)(3)(D)(ii).

10 (iii) DESCRIPTION OF LAND.—The
 11 Dodson land to be transferred is comprised
 12 of—

13 (I) 8.42 acres in T. 31 N., R. 25
 14 E. , sec. 13, lot 5;

15 (II) 342.89 acres in T. 30 N., R.
 16 26 E., sec. 1, comprised of—

17 (aa) 10.15 acres in lot 10;

18 (bb) 37.96 acres in lot 11;

19 (cc) 37.90 acres in the
 20 NE¹/₄ of the SW¹/₄;

21 (dd) 10.06 acres in the
 22 NW¹/₄ of the NW¹/₄;

23 (ee) 40 acres in the NW¹/₄
 24 of the SE¹/₄;

1 (ff) 36.76 acres in the
2 NW¹/₄ of the SW¹/₄;

3 (gg) 1.09 acres in the SE¹/₄
4 of the NW¹/₄;

5 (hh) 30.20 acres in the
6 SE¹/₄ of the SE¹/₄;

7 (ii) 34.54 acres in the SE¹/₄
8 of the SW¹/₄;

9 (jj) 23.30 acres in the SW¹/₄
10 of the NE¹/₄;

11 (kk) 15.76 acres in the
12 SW¹/₄ of the NW¹/₄;

13 (ll) 32.17 acres in the SW¹/₄
14 of the SE¹/₄; and

15 (mm) 33 acres in the SW¹/₄
16 of the SW¹/₄;

17 (III) 15.81 acres in T. 30 N., R.
18 26 E., sec. 2, comprised of—

19 (aa) 15.79 acres in the
20 NE¹/₄ of the NE¹/₄; and

21 (bb) 0.02 acres in the SE¹/₄
22 of the NE¹/₄;

23 (IV) 134.01 acres in T, 31 N., R.
24 26 E., sec. 17, comprised of—

25 (aa) 7.72 acres in lot 7;

- 1 (bb) 6.98 acres in lot 8;
- 2 (cc) 11.40 acres in lot 9;
- 3 (dd) 2.34 acres in lot 10;
- 4 (ee) 27.49 acres in lot 11;
- 5 (ff) 30.60 acres in lot 12;
- 6 (gg) 13.26 acres in lot 13;

7 and

- 8 (hh) 34.22 acres in lot 14;
- 9 (V) 150.07 acres in T. 31 N., R.
- 10 26 E., sec. 18, comprised of—

- 11 (aa) 26.64 acres in lot 9;
- 12 (bb) 21.16 acres in lot 10;
- 13 (cc) 12.12 acres in lot 11;
- 14 (dd) 21 acres in lot 13;
- 15 (ee) 28.76 acres in lot 14;
- 16 (ff) 12.92 acres in the
- 17 NW¹/₄ of the SW¹/₄;
- 18 (gg) 23.80 acres in the
- 19 SE¹/₄ of the SW¹/₄; and
- 20 (hh) 3.67 acres in the SW¹/₄
- 21 of the SW¹/₄;

- 22 (VI) 60.30 acres in T. 31 N., R.
- 23 26 E., sec. 19, comprised of—

- 24 (aa) 27.66 acres in the
- 25 NE¹/₄ of the NE¹/₄;

1 (bb) 4.67 acres in the NW¹/₄
2 of the NE¹/₄; and

3 (cc) 27.97 acres in the SE¹/₄
4 of the NE¹/₄;

5 (VII) 420.37 acres in T. 31 N.,
6 R. 26 E., sec. 20, comprised of—

7 (aa) 39.29 acres in lot 2;

8 (bb) 39.03 acres in lot 3;

9 (cc) 37.21 acres in lot 4;

10 (dd) 17.17 acres in the
11 NE¹/₄ of the NW¹/₄;

12 (ee) 40 acres in the NE¹/₄ of
13 the SE¹/₄;

14 (ff) 24.34 acres in the NE¹/₄
15 of the SW¹/₄;

16 (gg) 8.54 acres in the NW¹/₄
17 of the NW¹/₄;

18 (hh) 37.20 acres in the
19 NW¹/₄ of the SE¹/₄;

20 (ii) 18.94 acres in the SE¹/₄
21 of the NW¹/₄;

22 (jj) 40 acres in the SE¹/₄ of
23 the SE¹/₄;

24 (kk) 38.65 acres in the
25 SW¹/₄ of the NE¹/₄;

1 (ll) 40 acres in the SW¹/₄ of
2 the NW¹/₄; and

3 (mm) 40 acres in the SW¹/₄
4 of the SE¹/₄;

5 (VIII) 325.25 acres in T. 31 N.,

6 R. 26 E., sec. 21, comprised of—

7 (aa) 19.29 acres in lot 4;

8 (bb) 11.12 acres in lot 7;

9 (cc) 20.08 acres in lot 8;

10 (dd) 19.11 acres in lot 10;

11 (ee) 29.72 acres in lot 11;

12 (ff) 39 acres in lot 12;

13 (gg) 26.93 acres in lot 13;

14 (hh) 40 acres in the NW¹/₄

15 of the SW¹/₄;

16 (ii) 40 acres in the SE¹/₄ of

17 the SW¹/₄;

18 (jj) 40 acres in the SW¹/₄ of

19 the SW¹/₄; and

20 (kk) 40 acres in the SW¹/₄

21 of the SE¹/₄;

22 (IX) 98.05 acres in T. 31 N., R.

23 26 E., sec. 22, comprised of—

24 (aa) 25.87 acres in lot 5;

25 (bb) 32.01 acres in lot 6;

1 (cc) 27.49 acres in lot 7;

2 and

3 (dd) 12.68 acres in lot 8;

4 (X) 156.21 acres in T. 31 N., R.

5 26 E., sec. 26, comprised of—

6 (aa) 35.32 acres in lot 3;

7 (bb) 24.34 acres in lot 6;

8 (cc) 40 acres in the NW¹/₄

9 of the SW¹/₄;

10 (dd) 16.60 acres in the

11 SE¹/₄ of the SW¹/₄;

12 (ee) 24.20 acres in the

13 SW¹/₄ of the SE¹/₄;

14 (ff) 0.12 acres in the SE¹/₄

15 of the SE¹/₄; and

16 (gg) 15.63 acres in the

17 SW¹/₄ of the SW¹/₄;

18 (XI) 438.99 acres in T. 31 N.,

19 R. 26 E., sec. 27, comprised of—

20 (aa) 32.05 acres in lot 4;

21 (bb) 39.32 acres in lot 5;

22 (cc) 19.89 acres in lot 6;

23 (dd) 39.97 acres in lot 7;

24 (ee) 21.75 acres in lot 8;

1 (ff) 40 acres in the NE¹/₄ of
2 the SE¹/₄;

3 (gg) 40 acres in the NE¹/₄
4 of the SW¹/₄;

5 (hh) 40 acres in the NW¹/₄
6 of the SE¹/₄;

7 (ii) 40 acres in the NW¹/₄ of
8 the SW¹/₄;

9 (jj) 40 acres in the SE¹/₄ of
10 the NW¹/₄;

11 (kk) 11.52 acres in the
12 SE¹/₄ of the SE¹/₄;

13 (ll) 3.38 acres in the SE¹/₄
14 of the SW¹/₄;

15 (mm) 33.55 acres in the
16 SW¹/₄ of the NW¹/₄;

17 (nn) 7.48 acres in the SW¹/₄
18 of the SE¹/₄; and

19 (oo) 30.08 acres in the
20 SW¹/₄ of the SW¹/₄;

21 (XII) 169.58 acres in T. 31 N.,

22 R. 26 E., sec. 28, comprised of—

23 (aa) 39.97 acres in lot 1;

24 (bb) 11.63 acres in the
25 NE¹/₄ of the NW¹/₄;

1 (cc) 30.76 acres in the
2 NE¹/₄ of the SE¹/₄;

3 (dd) 34.26 acres in the
4 NW¹/₄ of the NE¹/₄;

5 (ee) 13.04 acres in the
6 NW¹/₄ of the SE¹/₄;

7 (ff) 12.36 acres in the SE¹/₄
8 of the NE¹/₄;

9 (gg) 7.29 acres in the SE¹/₄
10 of the NE¹/₄;

11 (hh) 2.98 acres in the SE¹/₄
12 of the SE¹/₄; and

13 (ii) 17.29 acres in the SW¹/₄
14 of the NE¹/₄;

15 (XIII) 59.34 acres in T. 31 N.,
16 R. 26 E., sec. 29, comprised of—

17 (aa) 32.97 acres in the
18 NE¹/₄ of the NE¹/₄; and

19 (bb) 26.37 acres in the
20 NW¹/₄ of the NE¹/₄;

21 (XIV) 137.63 acres in T. 31 N.,
22 R. 26 E., sec. 35, comprised of—

23 (aa) 24.59 acres in the
24 NE¹/₄ of the NE¹/₄;

1 (bb) 35.52 acres in the
2 NE¹/₄ of the SE¹/₄;

3 (cc) 1.54 acres in the NW¹/₄
4 of the SE¹/₄;

5 (dd) 7.12 acres in the NW¹/₄
6 of the NE¹/₄;

7 (ee) 40 acres in the SE¹/₄ of
8 the NE¹/₄;

9 (ff) 24.20 acres in the SE¹/₄
10 of the SE¹/₄; and

11 (gg) 4.66 acres in the SW¹/₄
12 of the NE¹/₄; and

13 (XV) 56.87 acres in T. 31 N., R.
14 26 E., sec. 36, comprised of—

15 (aa) 15.43 acres in lot 10;

16 (bb) 30.15 acres in lot 11;

17 and

18 (cc) 11.29 acres in the

19 SW¹/₄ of the NW¹/₄.

20 (4) EXISTING RIGHTS AND USES.—

21 (A) USES.—

22 (i) IN GENERAL.—Subject to clause

23 (ii), any use (including grazing) authorized

24 under a valid lease, permit, or right-of-way

25 on land transferred under paragraph (1),

1 as in effect on the date of the transfer,
2 shall remain in effect until the date on
3 which the lease, permit, or right-of-way ex-
4 pires.

5 (ii) EXCEPTION.—Clause (i) shall not
6 apply if the holder of the lease, permit, or
7 right-of-way requests an earlier termi-
8 nation of the lease, permit, or right-of-way,
9 in accordance with existing law.

10 (B) IMPROVEMENTS.—Any improvements
11 constituting personal property, as defined by
12 State law, on the land by the holder of the
13 lease, permit, or right-of-way shall remain the
14 property of the holder and shall be removed not
15 later than 90 days after the date on which the
16 lease, permit, or right-of-way expires, unless the
17 Fort Belknap Indian Community and the hold-
18 er agree otherwise.

19 (C) PAYMENTS.—The Secretary shall dis-
20 burse to the Fort Belknap Indian Community
21 any amounts that accrue to the United States
22 under a lease, permit, or right-of-way on land
23 described in subparagraphs (A), (B), (C), and
24 (D) of paragraph (3) from any sale, bonus, roy-
25 alty, or rental relating to that land in the same

1 manner as amounts received from other land
2 held by the Secretary in trust for the Fort
3 Belknap Indian Community.

4 (5) SURVEY.—With respect to the transfer of
5 land under this subsection—

6 (A) unless the United States or the Fort
7 Belknap Indian Community request an addi-
8 tional survey for the transferred land, the de-
9 scription of land set forth in this section shall
10 be controlling;

11 (B) if a survey is requested, the Secretary
12 and the Fort Belknap Indian Community shall
13 jointly provide for the survey of the land, in-
14 cluding any mining claims; and

15 (C) the descriptions set forth in this sec-
16 tion or any survey under subparagraph (B)
17 shall control the total acreage to be transferred.

18 (6) DATE OF TRANSFER.—

19 (A) IN GENERAL.—A transfer of land to
20 the United States to be held in trust for the
21 Fort Belknap Indian Community under this
22 subsection shall take effect immediately on the
23 issuance of a trust deed, which shall occur as
24 expeditiously as practicable.

1 (B) WAIVERS.—A waiver and release of
 2 claims under subsections (a) and (b) of section
 3 10 relating to land described in subparagraph
 4 (A) shall take effect on the date on which all
 5 of the land transfers for land described in sub-
 6 paragraph (A) are complete.

7 (7) TOTAL AMOUNT OF FEDERAL LAND TO BE
 8 TRANSFERRED.—The total amount of Federal land,
 9 including the Grinnell land, to be transferred under
 10 subsections (A), (B), and (C) of paragraph (3) is
 11 28,303.5 acres.

12 (c) FORECLOSED LAND.—Any trust land within the
 13 Reservation that has been or is foreclosed on by the
 14 United States shall be transferred to the United States
 15 to be held in trust for the Fort Belknap Indian Commu-
 16 nity.

17 (d) FEE LAND EXCHANGES.—

18 (1) IN GENERAL.—The Secretary shall ex-
 19 change surveyed public land in the State, in compli-
 20 ance with applicable laws (including regulations), for
 21 whole estate, surface, or subsurface rights to fee
 22 land within or adjacent to the Reservation with the
 23 consent of the owner of the rights to the fee land.

24 (2) VALUE OF EXCHANGED LAND.—

1 (A) IN GENERAL.—The Secretary shall en-
2 sure that the values and rights of public land
3 and to the fee land to be exchanged under para-
4 graph (1) are substantially equal.

5 (B) IMPROVEMENTS.—In determining the
6 value of a parcel exchanged under paragraph
7 (1), the Secretary shall take into account the
8 value or impact of any improvement to the
9 land.

10 (C) COMPENSATION.—

11 (i) IN GENERAL.—If the Secretary de-
12 termines that, for an exchange under para-
13 graph (1), the value of the public land is
14 greater than the value of the fee land, the
15 Secretary may accept from the owner of
16 the right to fee land such compensation as
17 the Secretary determines to be necessary
18 to compensate for the difference in value.

19 (ii) DEPOSIT.—The Secretary shall
20 deposit into the general fund of the Treas-
21 ury any compensation received under
22 clause (i).

23 (e) INDEMNIFICATION.—The United States shall in-
24 demnify, defend, and hold harmless the Fort Belknap In-
25 dian Community against any liability, damage, loss, claim,

1 demand, action, or expense that arises as a result of a
 2 transfer of land under this section, including claims and
 3 reasonable attorneys fees that arise in connection with—

4 (1) any act of gross negligence, error, or omis-
 5 sion, or any willful misconduct or other fault, by the
 6 United States in carrying out any activity to clean
 7 up and rehabilitate the land mined or disturbed by
 8 the Landusky and Zortman Mines;

9 (2) any failure by the United States to comply
 10 with any law (including regulations) of a public or
 11 quasi-public authority with jurisdiction over the
 12 cleanup and rehabilitation described in paragraph
 13 (1); or

14 (3) any breach of an obligation of the United
 15 States.

16 (f) IMPACTS ON LOCAL GOVERNMENTS.—The Sec-
 17 retary may, at the discretion of the Secretary, try to en-
 18 sure that land to be exchanged under this section is se-
 19 lected in a manner that minimizes the financial impact
 20 of the exchange on local governments.

21 (g) WATER RIGHTS.—

22 (1) ACQUISITION.—Beginning on the date of
 23 the applicable transfer of land to the United States
 24 to be held in trust for the Fort Belknap Indian
 25 Community under this section, if any Federal, State,

1 or fee land transferred under this section is subject
 2 to a water right in existence on the date of the
 3 transfer, the Fort Belknap Indian Community shall
 4 be the successor in interest with respect to the water
 5 right, in accordance with the terms and conditions
 6 that applied to the predecessor in interest.

7 (2) NO RESERVED WATER RIGHTS.—No land
 8 transferred under this section shall be the basis for
 9 any claim by the Fort Belknap Indian Community
 10 to any new, additional, or supplemental Federal re-
 11 served water right.

12 (h) TRANSFER OF TITLE.—Title to all land acquired
 13 by the United States under this section shall be trans-
 14 ferred, subject to applicable laws (including regulations),
 15 without charge, to the United States, to be held in trust
 16 for the Fort Belknap Indian Community, pursuant to such
 17 method of conveyance as the Secretary determines to be
 18 necessary.

19 (i) JURISDICTION OF GRINNELL LAND.—

20 (1) IN GENERAL.—Notwithstanding any other
 21 provision of Federal law, the Fort Belknap Indian
 22 Community Council shall have jurisdiction over
 23 hunting and fishing and natural resource manage-
 24 ment on the Grinnell land described in subsection

1 (b)(3)(C) on the date on which the conditions de-
2 scribed in paragraph (2) are met.

3 (2) CONDITIONS.—The conditions referred to in
4 paragraph (1) are that the Fort Belknap Indian
5 Community Council shall adopt—

6 (A) hunting and fishing regulations that
7 grant nontribal members equivalent rights and
8 privileges to those that nontribal members enjoy
9 under the hunting and fishing laws (including
10 regulations) of the State, as in effect on the
11 date of enactment of this Act, including rights
12 relating to permit fees and bag limits; and

13 (B) public recreational access regulations
14 that grant nontribal members equivalent rights
15 of access for recreational purposes that non-
16 tribal members enjoy under Federal law (in-
17 cluding regulations), as in effect on the as of
18 the date of enactment of this act.

19 (3) AMENDMENTS.—All regulations promul-
20 gated by the Fort Belknap Indian Community Coun-
21 cil under this subsection shall be approved by the
22 Secretary after providing the State with notice and
23 an opportunity to comment.

24 (4) NOTIFICATION AFTER FEDERAL OR STATE
25 AMENDMENT.—

1 (A) IN GENERAL.—If the Federal or State
2 hunting and fishing or recreational access laws
3 (including regulations) are amended after the
4 date on which jurisdiction over those laws on
5 the Grinnell land is transferred to the Fort
6 Belknap Indian Community Council under this
7 subsection, the head of the appropriate Federal
8 or State agency, as applicable, shall promptly
9 notify the Fort Belknap Indian Community
10 Council of the amendment.

11 (B) RESPONSE.—

12 (i) IN GENERAL.—Not later than 60
13 days after the date on which notification is
14 provided to the Fort Belknap Indian Com-
15 munity Council under subparagraph (A),
16 the Fort Belknap Indian Community
17 Council shall amend, subject to approval
18 by the Secretary, the regulations of the
19 Fort Belknap Indian Community Council
20 to comply with the amended law.

21 (ii) FAILURE TO RESPOND.—If the
22 Fort Belknap Indian Community Council
23 fails to comply with clause (i), regulatory
24 jurisdiction shall revert to the United
25 States under paragraph (1) until—

1 (I) such time as the regulations
 2 of the Fort Belknap Indian Commu-
 3 nity comply with the amended Federal
 4 or State law (including regulations);
 5 and

6 (II) the date that is not more
 7 than 25 years after the date of enact-
 8 ment of this Act.

9 (5) REGULATION BY FORT BELKNAP INDIAN
 10 COMMUNITY COUNCIL.—Notwithstanding any other
 11 provision of law, on the date that is 25 years after
 12 the date of enactment of this Act, the Fort Belknap
 13 Indian Community Council, subject to approval by
 14 the Secretary, shall be free to regulate the Grinnell
 15 land according to tribal law.

16 **SEC. 7. LAKE ELWELL.**

17 (a) ALLOCATION OF WATER TO FORT BELKNAP IN-
 18 DIAN COMMUNITY.—

19 (1) IN GENERAL.—Notwithstanding any other
 20 law, the Secretary shall permanently allocate to the
 21 Fort Belknap Indian Community, 20,000 acre-feet
 22 per year of stored water from the water rights of the
 23 Bureau of Reclamation in Lake Elwell (Tiber Res-
 24 ervoir), Lower Marias Unit, Upper Missouri Divi-

1 sion, Pick-Sloan Missouri River Basin Program,
2 Montana, measured—

3 (A) at the outlet works of the dam; or

4 (B) at the diversion point from the res-
5 ervoir.

6 (2) AGREEMENT.—The Secretary shall offer to
7 enter into an agreement with the Fort Belknap In-
8 dian Community—

9 (A) to establish a procedure for the alloca-
10 tion under paragraph (1); and

11 (B) to provide for use or transfer by the
12 Fort Belknap Indian Community of water
13 stored in Lake Elwell.

14 (3) REQUIREMENTS.—

15 (A) NO INCREASE.—The annual allocation
16 under paragraph (1) shall not be increased by
17 year-to-year carry-over storage.

18 (B) EFFECTIVE DATE.—The initial alloca-
19 tion under paragraph (1) shall take effect on
20 the date on which the decree described in sec-
21 tion 4(c) is approved by the applicable court.

22 (C) PRIORITY DATE.—The priority date
23 for the allocation under paragraph (1) shall be
24 the date decreed by the applicable court under

1 section 4(c) for the water rights of the Bureau
2 of Reclamation for water stored in Lake Elwell.

3 (D) TERM.—The agreement shall be with-
4 out limit as to term.

5 (E) COSTS.—

6 (i) IN GENERAL.—The Fort Belknap
7 Indian Community shall not be required to
8 pay—

9 (I) water service capital charges
10 for any water allocated to the Fort
11 Belknap Indian Community under
12 this Act and the agreement, regard-
13 less of whether that water is deliv-
14 ered—

15 (aa) for use by the Fort
16 Belknap Indian Community; or

17 (bb) under any lease, con-
18 tract, or agreement the Fort
19 Belknap Indian Community may
20 enter into; and

21 (II) an amount to the United
22 States for any water allocated to the
23 Fort Belknap Indian Community
24 under this Act and the agreement, ex-

1 cept for each acre-foot of stored water
2 leased or sold for industrial purposes.

3 (ii) OTHER PAYMENTS.—For each
4 acre-foot of stored water leased or sold by
5 the Fort Belknap Indian Community for
6 industrial purposes, the Fort Belknap In-
7 dian Community shall pay annually to the
8 United States an amount to cover the pro-
9 portionate share of the annual operation,
10 maintenance, and replacement costs for the
11 Lake Elwell storage allocable to the
12 amount of water for industrial purposes
13 leased or sold by the Fort Belknap Indian
14 Community.

15 (iii) REVIEW.—The annual payments
16 of the Fort Belknap Indian Community
17 shall be reviewed and adjusted, as appro-
18 priate, to reflect the actual operation,
19 maintenance, and replacement costs for the
20 Lake Elwell storage facility.

21 (4) TREATMENT AS COMPONENT OF TRIBAL
22 WATER RIGHTS.—

23 (A) IN GENERAL.—Except as provided in
24 subparagraph (B), each annual allocation under
25 this subsection shall be—

1 (i) treated as a component of the trib-
 2 al water rights; and

3 (ii) administered in accordance with
 4 this Act and the Compact.

5 (B) EXCEPTION.—Notwithstanding sub-
 6 paragraph (A)(ii), article IV(A)(5)(b)(1)–(3) of
 7 the Compact shall not apply to the annual allo-
 8 cations under this subsection, except to the ex-
 9 tent that the article pertains to the use of water
 10 being limited to a place of use within the Mis-
 11 souri River Basin.

12 (5) EFFECT OF SUBSECTION.—Nothing in this
 13 subsection alters or diminishes the allocation from
 14 Lake Elwell to the Chippewa Cree Tribe pursuant to
 15 the Chippewa Cree Tribe of the Rocky Boy’s Res-
 16 ervation Indian Reserved Water Rights Settlement
 17 and Water Supply Enhancement Act of 1999 (Pub-
 18 lic Law 106–163; 113 Stat 1778).

19 (b) USE AND TEMPORARY TRANSFER OF ALLOCA-
 20 TION.—

21 (1) IN GENERAL.—On approval of the Sec-
 22 retary, subject to the Compact and this Act, the
 23 Fort Belknap Indian Community may use water al-
 24 located by this section for any purpose, including ag-

1 ricultural, municipal, commercial, industrial, mining,
 2 or recreational purposes, on or off the Reservation.

3 (2) AGREEMENTS BY THE FORT BELKNAP IN-
 4 DIAN COMMUNITY.—The Fort Belknap Indian Com-
 5 munity may use, lease, contract, exchange, or enter
 6 into other agreements for use of the water allocated
 7 to the Fort Belknap Indian Community under sub-
 8 section (a)(1) if—

9 (A) the use of water that is the subject of
 10 such an agreement occurs within the Missouri
 11 River Basin; and

12 (B) the agreement does not permanently
 13 alienate any water allocated to the Fort
 14 Belknap Indian Community under subsection
 15 (a)(1).

16 (c) WATER TRANSPORT OBLIGATION; DEVELOPMENT
 17 AND DELIVERY COSTS.—

18 (1) WATER TRANSPORT OBLIGATION.—

19 (A) IN GENERAL.—The Secretary shall
 20 provide assistance with the planning, design,
 21 and construction of the—

22 (i) Fort Belknap water supply infra-
 23 structure;

24 (ii) Fort Belknap Indian Irrigation
 25 Rehabilitation Project;

(iii) restoration of historic irrigation projects within the boundaries of the Reservation; and

(iv) environmental compliance in the development and construction of all projects under this Act.

(B) OBLIGATION TO PROVIDE FACILITY FOR THE TRANSPORT TO RESERVATION.—Except as otherwise provided in this Act, the United States shall have no obligation under this Act to provide any facility for the transport to the Reservation or any other location of the water allocated under this section to the Fort Belknap Indian Community related to the release of tribal water rights from Lake Elwell Dam and Reservoir in accordance with a request from the Fort Belknap Indian Community.

(2) DEVELOPMENT AND DELIVERY COSTS.—Except for the use of any part of the Federal contributions under section 8, the United States is not required to pay the cost of developing or delivering to the Reservation any water allocated under this subsection.

(3) AUTHORIZATION OF STUDIES.—

1 (A) IN GENERAL.—The Secretary, in con-
2 sultation with the Fort Belknap Indian Com-
3 munity and the State, shall carry out 1 or more
4 studies—

5 (i) to determine the feasibility and de-
6 sign of a water supply and wastewater
7 treatment system for the Fort Belknap In-
8 dian Community; and

9 (ii) to determine the environmental
10 impact and ensure environmental compli-
11 ance in the development and construction
12 of projects under this Act if the projects
13 are associated with, affected by, or located
14 within the same river basin as a Federal
15 reclamation project that is in existence on
16 the date of enactment of this Act.

17 (B) COOPERATIVE AGREEMENT WITH THE
18 STATE AND THE FORT BELKNAP INDIAN COM-
19 MUNITY.—The Secretary may enter into 1 or
20 more cooperative agreements with the State and
21 the Fort Belknap Indian Community to carry
22 out any study described in subparagraph (A) if
23 the Secretary determines that the 1 or more co-
24 operative agreements would be cost-effective
25 and efficient.

1 (C) RECLAMATION LAWS.—No activity car-
 2 ried out under this Act shall be considered to
 3 be a supplemental, additional, or new benefit
 4 under the reclamation laws, including the Rec-
 5 lamation Reform Act of 1982 (43 U.S.C. 390aa
 6 et seq.).

7 (d) SECTION NOT PRECEDENTIAL.—The provisions
 8 of this section regarding the allocation of water resources
 9 from Lake Elwell to the Fort Belknap Indian Community
 10 shall not be construed as precedent in the litigation or set-
 11 tlement of any other Indian water rights claim.

12 **SEC. 8. MILK RIVER PROJECT.**

13 (a) MILK RIVER PROJECT MODIFICATIONS.—

14 (1) PROCEDURES.—

15 (A) IN GENERAL.—The Commissioner of
 16 Reclamation, in consultation with the Assistant
 17 Secretary for Indian Affairs, the Fort Belknap
 18 Indian Community, the Joint Board, and other
 19 affected stakeholders, shall modify the oper-
 20 ating procedures of the Milk River Project as
 21 the Commissioner determines to be necessary to
 22 ensure that the Fresno Reservoir is operated in
 23 accordance with article III.A.2 and article IV.E
 24 of the Compact.

1 (B) 1946 FRESNO RESERVOIR AGREE-
2 MENT.—

3 (i) IN GENERAL.—The Commissioner
4 shall carry out such actions as the Com-
5 missioner determines to be necessary to
6 provide a more equitable accounting of the
7 $\frac{1}{7}$ share of the Fort Belknap Indian Com-
8 munity to the Fresno Reservoir total quan-
9 tity of stored water available for use dur-
10 ing each irrigation season from the waters
11 of the Milk River and tributaries of the
12 Milk River, that are impounded and stored
13 in the Fresno Reservoir under the agree-
14 ment between the Commissioner and the
15 Bureau of Indian Affairs relating to the
16 Milk River Project, numbered I-1-Ind.
17 18725, and dated July 8, 1946, taking
18 into consideration, and fully accounting
19 for—

20 (I) the right of the Fort Belknap
21 Indian Community under the Winters
22 decision to 645 cfs of water; and

23 (II) the tribal water rights.

24 (ii) DOWNSTREAM RELEASE.—Any
25 water stored on behalf of the Fort Belknap

Indian Community in the Fresno Reservoir that is available at the end of each irrigation season shall be released downstream for storage by the Fort Belknap Indian Community in the Fort Belknap Reservoir.

(iii) AMENDMENTS.—The Commissioner and the Assistant Secretary for Indian Affairs may jointly amend the agreement referred to in clause (i) as the Commissioner and the Assistant Secretary determine to be necessary to provide for an equitable accounting of the share of the Fort Belknap Indian Community described in clause (i).

(2) FACILITIES.—The Secretary may make such modifications to the federally owned facilities of the Milk River Project as the Secretary determines to be necessary to satisfy the applicable mitigation requirements of the Compact.

(b) MILK RIVER COORDINATING COMMITTEE.—

(1) IN GENERAL.—The Secretary, acting through the Commissioner, the Director of the Bureau of Indian Affairs, the Director of the United States Geological Survey, the Director of the United States Fish and Wildlife Service, and the Director of

1 the Bureau of Land Management, may participate
 2 in the Milk River Coordinating Committee pursuant
 3 to article IV.C of the Compact.

4 (2) INAPPLICABILITY OF FEDERAL ADVISORY
 5 COMMITTEE ACT.—The Federal Advisory Committee
 6 Act (5 U.S.C. App.) shall not apply to the Milk
 7 River Coordinating Committee.

8 (3) TECHNICAL SUPPORT.—The Secretary
 9 may—

10 (A) maintain a publicly accessible database
 11 of diversions from the Milk River made—

12 (i) pursuant to the Milk River Project;

13 (ii) under applicable contracts; and

14 (iii) by the Fort Belknap Indian Com-
 15 munity; and

16 (B) provide such other technical support as
 17 the Milk River Coordinating Committee may re-
 18 quest, including the maintenance of gages nec-
 19 essary to account for daily diversions from the
 20 Milk River.

21 (4) COORDINATION OF STORAGE AND RE-
 22 LEASE.—Notwithstanding Article IV.C.11 of the
 23 Compact, the Secretary (acting through the Com-
 24 missioner), and in consultation with the Milk River
 25 Coordinating Committee, may develop an accounting

1 for the coordination of storage and release of water
2 from Federal storage facilities within the federally
3 owned portion of the Milk River Basin.

4 (c) MILK RIVER PROJECT MITIGATION.—

5 (1) IN GENERAL.—The State, in consultation
6 with the Secretary, the Fort Belknap Indian Com-
7 munity, the Joint Board, and other affected stake-
8 holders, shall use funds made available under sub-
9 sections (d) and (e) to provide grants for projects
10 for mitigation of the Milk River Project in accord-
11 ance with—

12 (A) article VI.B of the Compact; and

13 (B) this Act.

14 (2) APPLICATION.—To be eligible to receive a
15 grant under this subsection, the owner or operator
16 of a project described in paragraph (1) shall submit
17 to the State an application at such time, in such
18 manner, and containing such information as the
19 State may require.

20 (3) DELEGATION BY STATE.—The State may
21 delegate any portion of the responsibility of the
22 State under this subsection to any entity organized
23 in accordance with applicable Federal and State
24 laws.

1 (4) COMPLIANCE WITH NEPA.—The Secretary
 2 shall ensure that each project that receives Federal
 3 funds under this subsection is carried out in accord-
 4 ance with the National Environmental Policy Act of
 5 1969 (42 U.S.C. 4321 et seq.).

6 (d) STATE CONTRIBUTIONS.—

7 (1) IN GENERAL.—The Secretary shall treat as
 8 a State contribution to mitigation of the Milk River
 9 Project—

10 (A) the difference between—

11 (i) the amount authorized by the bill
 12 of the Montana House of Representatives
 13 numbered 540 of the 59th Session (2005);
 14 and

15 (ii) the \$5,000,000 requested from the
 16 State under section (11)(i); and

17 (B) any other funds allocated or previously
 18 expended by the State to carry out activities
 19 under subsection (a).

20 (2) ADDITIONAL CONTRIBUTIONS.—The Sec-
 21 retary shall request that the State provide, in addi-
 22 tion to the amounts described in paragraph (1)—

23 (A) \$3,500,000 for purposes of mitigation
 24 and watershed improvement activities described
 25 in the Compact; and

1 (B) an amount equal to \$4,000,000 of in-
 2 kind contributions for technical, modeling, and
 3 other services for purposes of identifying, sup-
 4 porting, and enhancing water use and manage-
 5 ment in the Milk River Basin.

6 (3) TREATMENT OF CONTRIBUTIONS.—A con-
 7 tribution by the State under this subsection shall be
 8 considered to fulfill the obligation of the State under
 9 article VI.B of the Compact.

10 (4) EXPENDITURE OF FUNDS.—Subject to ap-
 11 plicable State law, amounts provided by the State
 12 under this subsection may be expended at any time
 13 after the date on which funds are provided.

14 (5) REPORT.—Not less frequently than once
 15 each year, the Secretary shall request that the State
 16 submit to the Fort Belknap Indian Community an
 17 accounting of any funds expended by the State
 18 under this subsection during the preceding calendar
 19 year.

20 (e) FEDERAL CONTRIBUTIONS.—

21 (1) STATE TRUST ACCOUNT.—The Secretary
 22 shall establish a trust account for the State, con-
 23 sisting of amounts made available by the Secretary
 24 to carry out the mitigation and watershed improve-
 25 ment activities described in the Compact.

1 (2) TRANSFER.—Not later than 60 days after
2 the date on which funds are appropriated pursuant
3 to paragraph (4), the Secretary shall transfer the
4 funds, at no charge to the State, to the State trust
5 account established under paragraph (1).

6 (3) ALLOCATIONS.—

7 (A) INTEREST.—The State may expend
8 the interest accruing on amounts in the State
9 trust account under paragraph (1) as the State
10 determines to be appropriate to fulfill the pur-
11 poses of the Compact.

12 (B) PRINCIPAL.—The State shall not ex-
13 pend the principal amount in the State trust
14 account until—

15 (i) the Fort Belknap Indian Commu-
16 nity has developed, or is in the process of
17 developing, the tribal water rights in ac-
18 cordance with the Compact and this Act;
19 and

20 (ii) the State, in consultation with the
21 Secretary, determines that a proposed ex-
22 penditure of the principal amount is nec-
23 essary to satisfy mitigation or watershed
24 improvement obligations under the Com-
25 pact.

1 (4) AUTHORIZATION OF APPROPRIATIONS.—

2 There is authorized to be appropriated to the Sec-
 3 retary to carry out this subsection \$5,000,000 for
 4 each of fiscal years 2012 through 2015.

5 **SEC. 9. SETTLEMENT IN SATISFACTION OF CLAIMS.**

6 (a) IN GENERAL.—The benefits provided under this
 7 Act shall be considered to fully satisfy any claim of the
 8 Fort Belknap Indian Community against the United
 9 States that is waived and released by the Fort Belknap
 10 Indian Community under subsection (a)(1) and (b) of sec-
 11 tion 10.

12 (b) ALLOTTEES.—The benefits realized by the
 13 allottees under this Act shall fully satisfy—

14 (1) all claims waived and released by the United
 15 States (acting as trustee for the allottees) under sec-
 16 tion 10(a)(2); and

17 (2) any claims of the allottees against the
 18 United States that are similar to the claims de-
 19 scribed in section 10(b).

20 (c) NO RECOGNITION OF WATER RIGHTS.—Notwith-
 21 standing subsections (a) and (b) and except as provided
 22 in section 5, nothing in this Act recognizes or establishes
 23 any right of a member of the Fort Belknap Indian Com-
 24 munity or an allottee to water in the Reservation.

1 **SEC. 10. WAIVERS AND RELEASES OF CLAIMS.**

2 (a) CLAIMS FOR WATER RIGHTS IN THE STATE AND
3 RESERVATION.—Subject to subsection (e), in return for
4 recognition of the tribal water rights and other benefits
5 provided under the Compact and this Act—

6 (1) the Fort Belknap Indian Community and
7 the United States (acting as trustee for the Fort
8 Belknap Indian Community) shall execute a waiver
9 and release of all claims for water rights within the
10 State that the Fort Belknap Indian Community or
11 the United States (acting as trustee for the Fort
12 Belknap Community), has asserted or could have as-
13 serted, in any proceeding, before or on the enforce-
14 ability date, except to the extent that those rights
15 are recognized in the Compact or this Act; and

16 (2) the United States (acting as trustee for
17 allottees) shall execute a waiver and release of all
18 claims for water rights within the Reservation that
19 the United States (acting as trustee for the
20 allottees) has asserted or could have asserted, in any
21 proceeding, before or on the enforceability date, ex-
22 cept to the extent that those rights are recognized
23 in the Compact or this Act.

24 (b) WAIVER AND RELEASE OF CLAIMS AGAINST THE
25 UNITED STATES.—

1 (1) IN GENERAL.—Subject to subsection (e),
2 the Fort Belknap Indian Community may execute a
3 waiver and release of all claims described in para-
4 graph (2) against the United States (including an
5 agency or employee of the United States).

6 (2) DESCRIPTION OF CLAIMS.—The claims re-
7 ferred to in paragraph (1) are—

8 (A) any claim for water rights within the
9 State that the United States (acting as trustee
10 for the Fort Belknap Indian Community) as-
11 serted, or could have asserted, in any pro-
12 ceeding, except to the extent that those rights
13 are recognized as the tribal water rights in this
14 Act;

15 (B) any claim relating to a damage to, loss
16 of, or injury to water, water rights, land, or
17 natural resources due to the loss of water or
18 water rights in the State that first accrued be-
19 fore or on the enforceability date, including
20 claims relating to—

21 (i) damage, loss, or injury to hunting,
22 fishing, gathering, or cultural rights due to
23 the loss of water or water rights;

24 (ii) interference with, diversion or tak-
25 ing of water; or

1 (iii) the failure to protect, acquire, re-
 2 place, or develop water, water rights, or
 3 water infrastructure;

4 (C) any pending litigation in the State re-
 5 lating to the water rights of the Fort Belknap
 6 Indian Community; and

7 (D) any claim arising from the negotiation,
 8 execution, or the adoption of—

9 (i) the Compact; or

10 (ii) this Act.

11 (c) EFFECTIVENESS OF WAIVERS AND RELEASES.—

12 The waivers under subsections (a) and (b) shall take effect
 13 on the enforceability date.

14 (d) ENFORCEABILITY DATE.—

15 (1) IN GENERAL.—The enforceability date shall
 16 be the date on which the Secretary publishes in the
 17 Federal Register a statement of findings that—

18 (A) the Fort Belknap Indian Community
 19 Council has approved the Compact by submit-
 20 ting this Act and the Compact to a vote by the
 21 tribal membership for approval or disapproval;

22 (B) the membership of the Fort Belknap
 23 Indian Community has ratified the Compact
 24 and this Act, in accordance with section 4(b);

1 (C)(i) the Montana Water Court has
2 issued a final judgment and decree approving
3 the Compact; or

4 (ii) if the Montana Water Court is found
5 to lack jurisdiction—

6 (I) the United States district court of
7 jurisdiction has approved the Compact as a
8 consent decree; and

9 (II) the approval under subclause (I)
10 is considered to be final;

11 (D)(i) all of the funds made available
12 under section 11 have been deposited in the ac-
13 counts identified in section 11(c); and

14 (ii) the transfer of land under section 6
15 has been completed;

16 (E) the Secretary has executed the agree-
17 ments with the Fort Belknap Indian Commu-
18 nity as required under this Act;

19 (F) the State has appropriated and paid
20 the funds relating to Peoples Creek Reservoir in
21 accordance with section 11(i); and

22 (G) the waivers and releases under sub-
23 sections (a) and (b) have been executed by the
24 Fort Belknap Indian Community and the Sec-
25 retary.

1 (e) RESERVATION OF RIGHTS AND RETENTION OF
2 CLAIMS.—Notwithstanding the waivers and releases au-
3 thorized under this section, the Fort Belknap Indian Com-
4 munity and the United States (acting as trustee for the
5 Fort Belknap Indian Community and the allottees) re-
6 tain—

7 (1) all claims for enforcement of the Compact,
8 settlement agreement, the final decree, or this Act,
9 through any legal and equitable remedies that may
10 be available in the appropriate Federal or State
11 court;

12 (2) all rights to use and protect water rights ac-
13 quired after the date of enactment of this Act;

14 (3) all claims relating to activities affecting the
15 quality of water, including any claims the Fort
16 Belknap Indian Community might have under—

17 (A) the Comprehensive Environmental Re-
18 sponse, Compensation, and Liability Act of
19 1980 (42 U.S.C. 9601 et seq.);

20 (B) the Safe Drinking Water Act (42
21 U.S.C. 300f et seq.); or

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

1 (4) all claims arising under section 12(k) relat-
 2 ing to the enforcement of any Federal, State, or
 3 tribal law (including common law); and

4 (5) all rights, remedies, privileges, immunities,
 5 and powers not specifically waived and released
 6 under this Act.

7 (f) TOLLING OF CLAIMS.—

8 (1) IN GENERAL.—Each applicable period of
 9 limitation and time-based equitable defense relating
 10 to a claim described in this section shall be tolled for
 11 the period beginning on the date of enactment of
 12 this Act and ending on the date on which the
 13 amounts made available to carry out this Act are
 14 transferred to the Secretary.

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

19 (g) EXPIRATION AND TOLLING.—If all appropria-
 20 tions authorized by this Act have not been made available
 21 to the Secretary by June 30, 2042—

22 (1) the waivers authorized in this section
 23 shall—

24 (A) expire; and

25 (B) be of no force or effect; and

1 (2) all statutes of limitations applicable to any
 2 claim otherwise waived shall be tolled until June 30,
 3 2042.

4 **SEC. 11. FORT BELKNAP INDIAN COMMUNITY SETTLEMENT**
 5 **FUND.**

6 (a) **ESTABLISHMENT.**—There is established in the
 7 Treasury a fund, to be known as the “Fort Belknap In-
 8 dian Community Settlement Fund”, to be administered by
 9 the Secretary for the uses described in subsection (c) and
 10 any activities necessary to comply with Federal environ-
 11 mental and cultural resource laws.

12 (b) **TRANSFERS TO FUND.**—The Fund shall consist
 13 of such amounts as are deposited in the Fund under sub-
 14 section (j).

15 (c) **ACCOUNTS OF THE FORT BELKNAP INDIAN COM-**
 16 **MUNITY SETTLEMENT FUND.**—The Secretary shall estab-
 17 lish in the Fund—

18 (1) the Fort Belknap Indian Community Tribal
 19 Land and Water Rehabilitation, Modernization, and
 20 Expansion account, from which principal and inter-
 21 est may be used to pay or reimburse costs incurred
 22 by the United States, the State, and the Fort
 23 Belknap Indian Community for activities relating
 24 to—

1 (A) exchanging, transferring, or acquiring
 2 land;

3 (B) rehabilitating or otherwise improving
 4 existing and historically irrigated land or
 5 projects;

6 (C) agricultural development;

7 (D) cultural preservation;

8 (E) water resources development; and

9 (F) other land- and water-related projects;

10 (2) the Fort Belknap Indian Community Water
 11 Resources and Water Rights Administration, Oper-
 12 ation, and Maintenance account, from which only in-
 13 terest earned may be used to pay—

14 (A) the costs of administering the tribal
 15 water rights, including through—

16 (i) the development or enactment of a
 17 Tribal Water Code;

18 (ii) the establishment by the Fort
 19 Belknap Indian Community of a water re-
 20 sources department; and

21 (iii) the operation by that water re-
 22 sources department (or successor agency);
 23 and

24 (B) the annual operation and maintenance
 25 costs for tribal and allotted water resources

1 projects, including the share of the Fort
2 Belknap Indian Community of operating and
3 maintaining the Fresno Reservoir;

4 (3) the Fort Belknap Indian Community Tribal
5 Economic Development account, from which prin-
6 cipal and interest may be used by the Fort Belknap
7 Indian Community to pay the costs for any activity
8 the Fort Belknap Indian Community determines to
9 be necessary to further the economic development of
10 the Fort Belknap Indian Community; and

11 (4) the Fort Belknap Indian Community Water
12 and Wastewater Rehabilitation and Expansion ac-
13 count, from the which principal and interest may be
14 used by the Fort Belknap Indian Community to pay
15 the costs for—

16 (A) preparation of a feasibility study and
17 design of a water supply and sewer treatment
18 system for the Fort Belknap Indian Commu-
19 nity;

20 (B) the planning, design, and construction
21 of a domestic water supply system and related
22 facilities for tribal communities;

23 (C) the planning, design, and construction
24 of a wastewater treatment system and related
25 facilities for tribal communities; and

1 (D) environmental compliance in the devel-
 2 opment and construction of projects under this
 3 Act.

4 (d) MANAGEMENT OF FUND.—

5 (1) IN GENERAL.—The Secretary shall manage
 6 the Fund, including investing and making amounts
 7 available from the Fund for distribution to the Fort
 8 Belknap Indian Community consistent with—

9 (A) the American Indian Trust Fund Man-
 10 agement Reform Act of 1994 (25 U.S.C. 4001
 11 et seq.);

12 (B) this Act; and

13 (C) the Compact.

14 (2) INVESTMENT OF FORT BELKNAP COMMU-
 15 NITY SETTLEMENT FUND ACCOUNTS.—The Sec-
 16 retary shall invest amounts in the Fund accounts de-
 17 scribed in subsection (c) in accordance with—

18 (A) the Act of April 1, 1880 (25 U.S.C.
 19 161);

20 (B) the first section of the Act of June 24,
 21 1938 (25 U.S.C. 162a); and

22 (C) the obligations of Federal corporations
 23 and Federal Government-sponsored entities, the
 24 charter documents of which provide that the ob-

ligations of the entities are lawful investments
for Federally managed funds, including—

(i) the obligations of the United
States Postal Service described in section
2005 of title 39, United States Code;

(ii) bonds and other obligations of the
Tennessee Valley Authority described in
section 15d of the Tennessee Valley Au-
thority Act of 1933 (16 U.S.C. 831n-4);

(iii) mortgages, obligations, and other
securities of the Federal Home Loan Mort-
gage Corporation described in section 303
of the Federal Home Loan Mortgage Cor-
poration Act (12 U.S.C. 1452); and

(iv) bonds, notes, and debentures of
the Commodity Credit Corporation de-
scribed in section 4 of the Act of March 8,
1938 (15 U.S.C. 713a-4).

(e) AVAILABILITY OF AMOUNTS.—

(1) IN GENERAL.—

(A) FUNDING.—Except as provided in
paragraph (2), the amounts made available
under this section shall be available for expendi-
ture or withdrawal by the Fort Belknap Indian

1 Community without fiscal year limitation begin-
2 ning on the enforceability date.

3 (B) OTHER FUNDING.—In addition to
4 funding specifically made available under this
5 Act, if the Secretary determines that, for a
6 given fiscal, a sufficient amount of funding has
7 not been made available through annual appro-
8 priations, the Secretary shall expend from the
9 Reclamation Water Settlements Fund estab-
10 lished under section 10501 of the Omnibus
11 Public Land Management Act of 2009 (43
12 U.S.C. 407) such amounts as are necessary to
13 pay the Federal share of the costs associated
14 with the Fund.

15 (2) EXCEPTION.—The amounts made available
16 under subsections (c)(2) and (j)(2) shall be available
17 for withdrawal by the Fort Belknap Indian Commu-
18 nity beginning on the date on which the Fort
19 Belknap Indian Community approves the Compact
20 as provided in section 4(b).

21 (f) EXPENDITURES AND WITHDRAWALS.—

22 (1) TRIBAL MANAGEMENT PLAN.—

23 (A) IN GENERAL.—The Fort Belknap In-
24 dian Community may withdraw any portion of
25 amounts in the Fund on approval by the Sec-

1 retary of a tribal management plan in accord-
2 ance with the American Indian Trust Fund
3 Management Reform Act of 1994 (25 U.S.C.
4 4001 et seq.).

5 (B) REQUIREMENTS.—In addition to the
6 requirements under the American Indian Trust
7 Fund Management Reform Act of 1994 (25
8 U.S.C. 4001 et seq.), the tribal management
9 plan of the Fort Belknap Indian Community
10 under subparagraph (A) shall require that the
11 Fort Belknap Indian Community spend any
12 amounts withdrawn from the Fund in accord-
13 ance with the purposes of this Act.

14 (C) ENFORCEMENT.—The Secretary may
15 take such judicial and administrative actions as
16 the Secretary determines to be necessary—

17 (i) to enforce the tribal management
18 plan of the Fort Belknap Indian Commu-
19 nity; and

20 (ii) to ensure that amounts withdrawn
21 from the Fund under the plan are used in
22 accordance with this Act and the Compact.

23 (D) LIABILITY.—The Secretary and the
24 Secretary of the Treasury shall not be liable for
25 the expenditure or investment of amounts with-

1 drawn from a Fund by the Fort Belknap In-
2 dian Community under this subsection.

3 (2) EXPENDITURE PLAN.—

4 (A) IN GENERAL.—The Fort Belknap In-
5 dian Community shall submit to the Secretary
6 for approval an expenditure plan for any por-
7 tion of the amounts made available under this
8 section that the Fort Belknap Indian Commu-
9 nity does not withdraw to carry out this Act.

10 (B) DESCRIPTION.—The expenditure plan
11 shall describe the manner in which, and the
12 purposes for which, amounts remaining in the
13 Funds will be used.

14 (C) APPROVAL.—The Secretary shall ap-
15 prove an expenditure plan submitted under sub-
16 paragraph (A) if the Secretary determines that
17 the plan is reasonable and in accordance with
18 this Act and the Compact.

19 (3) RETURN OF FUNDS TO TREASURY.—If the
20 Compact or the approval by this Act of the Compact
21 becomes void under section 4(c), all unexpended
22 funds made available to carry out this Act (including
23 all interest earned on the funds) shall revert to the
24 general fund of the Treasury not later than 1 year

1 after the expiration of the deadline described in sec-
 2 tion 4(d).

3 (g) ANNUAL REPORT.—For each Fund, the Fort
 4 Belknap Indian Community shall submit to the Secretary
 5 an annual report that describes all expenditures from the
 6 Fund during the preceding year.

7 (h) NO PER CAPITA PAYMENTS.—No principal or in-
 8 terest amount in any account established by this Act shall
 9 be distributed to any member of the Fort Belknap Indian
 10 Community on a per capita basis.

11 (i) PEOPLES CREEK RESERVOIR.—To contribute to
 12 the cost of design and construction of the Peoples Creek
 13 Reservoir, the Secretary shall request that the State pay
 14 to the general fund of the Treasury \$5,000,000, to be de-
 15 posited to the credit of the Fund established by subsection
 16 (c)(1).

17 (j) AUTHORIZATION OF APPROPRIATIONS.—

18 (1) FORT BELKNAP INDIAN COMMUNITY TRIBAL
 19 LAND AND WATER, REHABILITATION, MODERNIZA-
 20 TION, AND EXPANSION ACCOUNT.—

21 (A) MANDATORY APPROPRIATIONS.—Out
 22 of any funds in the Treasury not otherwise ap-
 23 propriated, the Secretary of the Treasury shall
 24 deposit in the Fort Belknap Indian Community
 25 Tribal Land and Water, Rehabilitation, Mod-

ernization, and Expansion account \$134,478,400, adjusted to reflect changes since February 1, 2012, in construction cost indices applicable to the types of construction involved in the activities described in subsection (c)(1).

(B) AUTHORIZATION OF APPROPRIATIONS.—In addition to amounts made available under subparagraph (A), there is authorized to be appropriated for deposit in the Fort Belknap Indian Community Tribal Land and Water, Rehabilitation, Modernization, and Expansion account \$105,661,600, adjusted to reflect changes since February 1, 2012, in construction cost indices applicable to the types of construction involved in the activities described in subsection (c)(1).

(2) BELKNAP INDIAN COMMUNITY WATER RESOURCES AND WATER RIGHTS ADMINISTRATION, OPERATION, AND MAINTENANCE ACCOUNT.—

(A) MANDATORY APPROPRIATIONS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit in the Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance account

1 \$31,186,500, adjusted to reflect changes since
2 February 1, 2012, in construction cost indices
3 applicable to the types of construction involved
4 in the activities described in subsection (c)(2).

5 (B) AUTHORIZATION OF APPROPRIA-
6 TIONS.—In addition to amounts made available
7 under subparagraph (A1), there is authorized
8 to be appropriated for deposit in the Belknap
9 Indian Community Water Resources and Water
10 Rights Administration, Operation, and Mainte-
11 nance account \$29,963,500, adjusted to reflect
12 changes since February 1, 2012, in construc-
13 tion cost indices applicable to the types of con-
14 struction involved in the activities described in
15 subsection (c)(2).

16 (3) FORT BELKNAP INDIAN COMMUNITY TRIBAL
17 ECONOMIC DEVELOPMENT ACCOUNT.—

18 (A) MANDATORY APPROPRIATIONS.—Out
19 of any funds in the Treasury not otherwise ap-
20 propriated, the Secretary of the Treasury shall
21 deposit in the Fort Belknap Indian Community
22 Tribal Economic Development account
23 \$55,187,000, adjusted to reflect changes since
24 October 1, 2011, in construction cost indices

1 applicable to the types of construction involved
2 in the activities described in subsection (c)(3).

3 (B) AUTHORIZATION OF APPROPRIA-
4 TIONS.—In addition to amounts made available
5 under subparagraph (A), there is authorized to
6 be appropriated for deposit in the Fort Belknap
7 Indian Community Tribal Economic Develop-
8 ment account \$45,153,000, adjusted to reflect
9 changes since October 1, 2011, in construction
10 cost indices applicable to the types of construc-
11 tion involved in the activities described in sub-
12 section (c)(3).

13 (4) FORT BELKNAP INDIAN COMMUNITY WATER
14 AND WASTEWATER REHABILITATION AND EXPAN-
15 SION ACCOUNT.—

16 (A) MANDATORY APPROPRIATIONS.—Out
17 of any funds in the Treasury not otherwise ap-
18 propriated, the Secretary of the Treasury shall
19 deposit in the Fort Belknap Indian Community
20 Water and Wastewater Rehabilitation and Ex-
21 pansion account \$69,036,800, adjusted to re-
22 flect changes since October 1, 2011, in con-
23 struction cost indices applicable to the types of
24 construction involved in the activities described
25 in subsection (c)(4).

1 (B) AUTHORIZATION OF APPROPRIA-
 2 TIONS.—In addition to amounts made available
 3 under subparagraph (A), there is authorized to
 4 be appropriated for deposit in the Fort Belknap
 5 Indian Community Water and Wastewater Re-
 6 habilitation and Expansion account
 7 \$54,243,200, adjusted to reflect changes since
 8 October 1, 2011, in construction cost indices
 9 applicable to the types of construction involved
 10 in the activities described in subsection (c)(4).

11 (5) MONTANA MITIGATION FUND.—There is au-
 12 thorized to be appropriated to the State for the es-
 13 tablishment of the Montana Mitigation Fund
 14 \$21,000,000 for fiscal year 2013.

15 (6) AUTHORIZATION OF APPROPRIATIONS.—
 16 There is authorized to be appropriated to the Com-
 17 missioner to carry out improvement activities under
 18 this Act \$1,100,000 for fiscal year 2013.

19 (k) RESTRICTION.—Any amounts made available
 20 under this section shall be nonreimbursable.

21 **SEC. 12. ADMINISTRATION.**

22 (a) ELIMINATION OF DEBTS OR LIENS AGAINST AL-
 23 LOTMENTS OF THE FORT BELKNAP INDIAN COMMUNITY
 24 MEMBERS.—The Secretary shall cancel and eliminate all
 25 debts or liens against the allotments of land held by the

1 Fort Belknap Indian Community and the members of the
2 Fort Belknap Indian Community due to construction as-
3 sessments, annual operation and maintenance charges,
4 and any other charge that may have been levied relating
5 to irrigation projects of the Department of the Interior
6 for the Fort Belknap Indian Community.

7 (b) APPLICABILITY.—Nothing in this Act—

8 (1) affects the authority of the Fort Belknap
9 Indian Community to enforce the laws of the Fort
10 Belknap Indian Community with respect to environ-
11 mental protections;

12 (2) affects, alters, or amends Federal law (in-
13 cluding regulations), including—

14 (A) the Federal Water Pollution Control
15 Act (33 U.S.C. 1251 et seq.);

16 (B) Safe Drinking Water Act (42 U.S.C.
17 300f et seq.);

18 (C) Comprehensive Environmental Re-
19 sponse, Compensation, and Liability Act of
20 1980 (42 U.S.C. 9601 et seq.); and

21 (D) the Solid Waste Disposal Act (42
22 U.S.C. 6901 et seq.);

23 (3) affects the authority of the United States to
24 take actions acting as trustee for any other Indian
25 tribe or allottee of any other Indian tribe;

1 (4) confers jurisdiction on any State court—

2 (A) to interpret Federal law regarding
3 health, safety, or the environment;

4 (B) to determine the duties of the United
5 States or other parties pursuant to Federal law
6 regarding health, safety, or the environment; or

7 (C) to conduct judicial review of a Federal
8 agency action; or

9 (5) waives any claim of a member of the Fort
10 Belknap Indian Community that does not derive
11 from a right of the Fort Belknap Indian Commu-
12 nity.

13 (c) WAIVER OF SOVEREIGN IMMUNITY BY THE
14 UNITED STATES.—Except as provided in subsections (a)
15 through (c) of section 208 of the Department of Justice
16 Appropriation Act, 1953 (43 U.S.C. 666), nothing in this
17 Act waives the sovereign immunity of the United States.

18 (d) EXECUTION OF COMPACT.—The execution of the
19 Compact by the Secretary under section 4(b) shall not
20 constitute a major Federal action under the National En-
21 vironmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

22 (e) ENVIRONMENTAL COMPLIANCE.—In carrying out
23 the Compact, the Secretary shall comply with—

24 (1) the National Environmental Policy Act of
25 1969 (42 U.S.C. 4321 et seq.);

1 (2) the Endangered Species Act of 1973 (16
2 U.S.C. 1531 et seq.); and

3 (3) all other applicable environmental laws (in-
4 cluding regulations).

5 (f) ADDITIONAL FUNDING.—Nothing in this Act pro-
6 hibits the Fort Belknap Indian Community from seek-
7 ing—

8 (1) additional funds for tribal programs or pur-
9 poses; or

10 (2) funding from the United States or the State
11 based on the status of the Fort Belknap Indian
12 Community as an Indian tribe.

13 (g) RIGHTS UNDER STATE LAW.—Except as pro-
14 vided in section 1 of article III of the Compact (relating
15 to the closing of certain water basins in the State to new
16 appropriations in accordance with the laws of the State),
17 nothing in this Act or the Compact precludes the acquisi-
18 tion or exercise of a Right Arising Under State Law (as
19 defined in section 6 of article II of the Compact) to the
20 use of water by the Fort Belknap Indian Community, or
21 a member or allottee of the Fort Belknap Indian Commu-
22 nity, outside the Reservation by—

23 (1) purchase of the right; or

24 (2) submitting to the State an application in
25 accordance with State law.

1 (h) OBJECTIONS IN MONTANA WATER COURT.—

2 Nothing in this Act or the Compact prohibits the Fort
3 Belknap Indian Community, a member of the Fort
4 Belknap Indian Community, an allottee, or the United
5 States in any capacity from objecting to any claim to a
6 water right filed in any general stream adjudication in the
7 Montana Water Court.

8 (i) INTERFERENCE WITH TRIBAL WATER RIGHTS.—

9 Nothing in this Act or the Compact prevents the Fort
10 Belknap Indian Community, a member of the Fort
11 Belknap Indian Community, an allottee, or the United
12 States on behalf of the Fort Belknap Indian Community,
13 a member of the Fort Belknap Indian Community, or an
14 allottee from filing in a court of competent jurisdiction an
15 action to prevent any Person or Party (as defined in sec-
16 tions 29 and 30 of article II of the Compact) from inter-
17 fering with the enjoyment of the tribal water rights of—

18 (1) the Fort Belknap Indian Community;

19 (2) a member of the Fort Belknap Indian Com-
20 munity; or

21 (3) an allottee.

22 (j) WATER STORAGE AND IMPORTATION.—Nothing
23 in this Act or the Compact prevents the Fort Belknap In-
24 dian Community from participating in any project to im-
25 port water to, or improve storage in, the Milk River Basin.

1 (k) ENVIRONMENTAL PROTECTION.—

2 (1) DEFINITION OF LITTLE ROCKY MOUN-
3 TAINS.—In this subsection, the term “Little Rocky
4 Mountains” means the mountains that—

5 (A) form the southern boundary of the
6 Reservation; and

7 (B) are sacred and culturally significant to
8 the Fort Belknap Indian Community.

9 (2) PROTECTION.—Nothing in the Compact or
10 this Act limits—

11 (A) the authority of the United States, the
12 State, or the Fort Belknap Indian Community
13 to enforce any Federal, State, or tribal law (in-
14 cluding common law) relating to the protection
15 of the environment; or

16 (B) any claim of the Fort Belknap Indian
17 Community, a member of the Fort Belknap In-
18 dian Community, or an allottee, or of the
19 United States on behalf of the Fort Belknap
20 Indian Community, a member of the Fort
21 Belknap Indian Community, or an allottee,
22 for—

23 (i) damage to water quality caused by
24 mining activities in the Little Rocky Moun-
25 tains; or

1 (ii) depletion in surface flows or
 2 groundwater on the southern end of the
 3 Reservation.

4 (l) NO PRECEDENT ESTABLISHED.—Nothing in this
 5 Act establishes any precedent for—

6 (1) the litigation of reserved water rights; or

7 (2) the interpretation or administration of any
 8 compact between the United States and the State or
 9 any other State.

10 (m) ELIGIBILITY FOR OTHER FEDERAL SERVICES.—

11 No payment made or benefit provided pursuant to this Act
 12 shall result in the reduction or denial of any Federal serv-
 13 ice or program to any Indian tribe, or to any member of
 14 an Indian tribe, to which the Indian tribe or member of
 15 the Indian tribe is entitled to, or eligible for, because of—

16 (1) the status of the Indian tribe as a federally
 17 recognized Indian tribe; or

18 (2) the status of an individual as an Indian.

19 (n) LEASES OF ALLOTTED LAND.—

20 (1) DEFINITION OF ELIGIBLE LESSOR.—In this
 21 subsection, the term “eligible lessor” means—

22 (A) the Fort Belknap Indian Community;

23 and

1 (B) a tribal farming enterprise or irriga-
2 tion district approved by the Fort Belknap
3 Community Council.

4 (2) PROGRAM.—An eligible lessor may enter
5 into a lease or other agreement for the development
6 of the Fort Belknap Indian Irrigation Project or any
7 other irrigation project on the Reservation in the
8 Milk River and Peoples Creek Basins.

9 (3) APPROVAL.—

10 (A) IN GENERAL.—Notwithstanding any
11 other provision of law, the Secretary may ap-
12 prove a lease or agreement of an eligible lessor
13 of individually owned allotted land held in trust
14 or restricted status by the United States for the
15 Fort Belknap Indian Community if the Sec-
16 retary determines that—

17 (i) the owners of a majority of the un-
18 divided interest in the trust or restricted
19 land consent to the lease or agreement;
20 and

21 (ii) approving the lease or agreement
22 is in the best interest of the owners of the
23 trust or restricted land.

24 (B) EFFECT.—On approval by the Sec-
25 retary under subparagraph (A), a lease or

1 agreement shall be binding, to the same extent
2 as if all owners of the trust or restricted land
3 involved had consented to the lease or agree-
4 ment, on—

5 (i) each owner of an undivided inter-
6 est in the trust or restricted land subject
7 to the lease or agreement (including any
8 interest owned by an Indian tribe); and

9 (ii) each other party to the lease or
10 agreement.

11 (4) DISTRIBUTION OF PROCEEDS.—The pro-
12 ceeds derived from a lease or agreement approved by
13 the Secretary under paragraph (3) shall be distrib-
14 uted to each owner of land subject to the lease or
15 agreement, in proportion to the interest owned by
16 the owner.

17 (5) EXECUTION OF LEASE OR AGREEMENT BY
18 SECRETARY.—The Secretary may execute a lease or
19 agreement that affects individually owned trust or
20 restricted land on behalf of an owner of the land
21 if—

22 (A) the owner is—

23 (i) a member of an Indian tribe; and

24 (ii) deceased; and

1 (B)(i) the heirs to, or devisees of, the in-
 2 terest of the owner have not been determined;
 3 or

4 (ii) the heirs or devisees referred to in
 5 clause (i) have been determined, but 1 or more
 6 of the heirs or devisees cannot be located.

7 (6) RESERVED RIGHTS-OF-WAY.—

8 (A) IN GENERAL.—The United States, act-
 9 ing as trustee for the Fort Belknap Indian
 10 Community, shall reserve from the individually
 11 owned allotted land rights-of-way on that land
 12 for irrigation purposes carried out under this
 13 Act and according to the Tribal Water Code.

14 (B) USE.—The rights-of-way retained
 15 under subparagraph (A) shall be granted to a
 16 tribal farming enterprise or irrigation district if
 17 the tribal farming enterprise or irrigation dis-
 18 trict is—

19 (i) formed for the purpose of irriga-
 20 tion or drainage; and

21 (ii) approved by the Fort Belknap
 22 Community Council.

23 (C) COMPENSATION FOR RIGHTS-OF-WAY
 24 ON INDIVIDUALLY OWNED ALLOTTED LANDS.—

25 The Fort Belknap Indian Community shall pay

1 just compensation, including severance dam-
 2 ages, to the individual owners of allotted land
 3 from which rights-of-way are reserved under
 4 this paragraph, except that the compensation
 5 shall not apply to any lease entered into under
 6 this section.

7 (7) PUBLIC AUCTION OR ADVERTISED SALE
 8 NOT REQUIRED.—

9 (A) IN GENERAL.—It shall not be a re-
 10 quirement for the approval or execution of a
 11 lease or agreement under this subsection that
 12 the lease or agreement be offered for sale
 13 through a public auction or advertised sale.

14 (B) EFFECT ON OTHER LAW.—To the ex-
 15 tent provided under subparagraph (A), the Act
 16 of March 3, 1909 (35 Stat. 781, chapter 263)
 17 shall not apply to this subsection.

18 (o) CONFLICT OF PROVISIONS.—If any provision of
 19 this Act conflicts with a provision of the Compact, the pro-
 20 vision of this Act shall prevail.

21 **SEC. 13. ANTIDEFICIENCY.**

22 The United States shall not be liable for any failure
 23 to carry out any obligation or activity authorized by this
 24 Act (including any obligation or activity under the Com-
 25 pact) if adequate appropriations are not provided ex-

1 pressly by Congress to carry out the purposes of this Act
2 in—

3 (1) the Reclamation Water Settlements Fund
4 established under section 10501 of the Omnibus
5 Public Land Management Act of 2009 (43 U.S.C.
6 407); or

7 (2) the Emergency Fund for Indian Safety and
8 Health established by section 601(a) of the Tom
9 Lantos and Henry J. Hyde United States Global
10 Leadership Against HIV/AIDS, Tuberculosis, and
11 Malaria Reauthorization Act of 2008 (25 U.S.C.
12 443c(a)).

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