

113TH CONGRESS
1ST SESSION

S. 1394

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

JULY 30, 2013

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 2013”.

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.
- Sec. 9. Settlement in 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-
 19 pend on the development of the water and other re-
 20 sources of the Reservation;

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

5 (A) the development of a viable Reserva-
6 tion economy; and

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

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

20 (7) the allocation of water resources from Lake
21 Elwell to the Fort Belknap Indian Community under
22 this Act is uniquely suited to the geographical, so-
23 cial, and economic characteristics of the area and
24 situation;

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

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

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

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

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

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

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

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

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

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

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

18 (3) to authorize and direct the Secretary—

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

21 (B) to make available funding from the
22 Reclamation Water Settlement Fund estab-
23 lished by section 10501 of the Omnibus Public
24 Land Management Act of 2009 (43 U.S.C.
25 407); and

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

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

6 (A) to implement the Compact;

7 (B) to maximize the benefits of the water
8 rights memorialized in the Compact; and

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

13 (5) to authorize certain modifications to—

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

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

23 (6) to ensure the availability of amounts nec-
24 essary for the implementation of the Compact and
25 this Act; and

1 (7) to authorize the exchange, acquisition, and
2 transfer of certain Federal and State land.

3 **SEC. 3. DEFINITIONS.**

4 In this Act:

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

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

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

20 (4) ENFORCEABILITY DATE.—The term “en-
21 forceability date” means the date on which the Sec-
22 retary publishes in the Federal Register the state-
23 ment of findings described in section 10(d).

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

(A) a direct appeal to the Montana Supreme Court of a decree by the Montana Water Court, including the expiration of time for filing of a direct appeal; or

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

(6) FORT BELKNAP INDIAN COMMUNITY COUNCIL.—The term “Fort Belknap Indian Community Council” means the governing body of the Fort Belknap Indian Community.

(7) FORT BELKNAP INDIAN COMMUNITY.—The term “Fort Belknap Indian Community” means the Gros Ventre and Assiniboine Tribes and members and allottees of those Tribes, including the respective successors, heirs, and assigns of the members and allottees, of the Fort Belknap Reservation of Montana.

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

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

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

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

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

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

24 (B) headquartered in Malta, Montana.

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

5 (14) MILK RIVER PROJECT.—

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

14 (B) INCLUSIONS.—The term “Milk River
 15 Project” includes the Milk River Project works
 16 below the eastern crossing on the Milk River,
 17 including—

18 (i) the Fresno Dam; and

19 (ii) 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 amended by
23 the Act of March 3, 1911 (36 Stat. 1080, chap-
24 ter 218), and the Act of March 3, 1921 (41
25 Stat. 1355, chapter 135).

1 (18) SECRETARY.—The term “Secretary”
2 means the Secretary of the Interior.

3 (19) STATE.—The term “State” means the
4 State of Montana.

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

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

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

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

18 (C) the water rights of allottees.

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

20 (a) APPROVAL OF COMPACT.—

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

1 (2) AMENDMENTS TO COMPACT.—If amend-
2 ments are executed to make the Compact consistent
3 with this Act, those amendments are authorized, ap-
4 proved, and confirmed to the extent those amend-
5 ments are consistent with this Act.

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

10 (1) promptly execute and implement the Com-
11 pact, including all exhibits to or parts of the Com-
12 pact requiring the signature of the Secretary; and

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

21 (c) APPROVAL OF JUDICIAL DECREE.—

22 (1) IN GENERAL.—Not later than 180 days
23 after the date on which the Compact is approved
24 under subsection (b) or the date of enactment of this
25 Act, whichever is later, the United States, the Fort

1 Belknap Indian Community, and the State shall sub-
 2 mit to the Montana Water Court, individually or
 3 jointly, a petition to approve the decree agreed to by
 4 the United States, the Fort Belknap Indian Commu-
 5 nity, and the State, identified as Appendix 1 to the
 6 Compact (including any amendment to the decree).

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

15 (3) EFFECT OF FAILURE OF APPROVAL.—

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

18 (i) the approval of the Compact under
 19 subsection (a) shall be void; and

20 (ii) the authority under this Act shall
 21 terminate.

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

24 (i) the Montana Water Court and the
 25 United States district court of jurisdiction,

as applicable, fail to approve the decree described in paragraph (1) during the 5-year period beginning on the date on which the decree is filed in the court;

(ii) the decree is approved but subsequently set aside by the Montana Water Court or the United States district court; or

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

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

SEC. 5. TRIBAL WATER RIGHTS.

(a) TREATMENT.—

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

(A) shall be held in trust by the United States for the use and benefit of the Fort

1 Belknap Indian Community and allottees in ac-
2 cordance with this section; and

3 (B) shall not be subject to forfeiture or
4 abandonment.

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

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

13 (B) the availability of funding under this
14 Act and from other sources;

15 (C) the availability of water from the tribal
16 water rights; and

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

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

24 (1) shall be considered to be satisfied by the
25 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(c), 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 the establishment of a
14 contiguous controlled groundwater area off
15 the Reservation established pursuant to
16 section B.2. of Article IV of the Compact
17 and 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.—

1 (i) IN GENERAL.—Subject to clause
2 (ii), the Tribal Water Code shall not be
3 valid unless the Tribal Water Code is ap-
4 proved (including each amendment to the
5 Tribal Water Code that affects the rights
6 of an allottee) by the Secretary not later
7 than 90 days after the date on which the
8 Secretary receives the Tribal Water Code.

9 (ii) NO ACTION.—If the Secretary
10 does not approve or disapprove the Tribal
11 Water Code in the 90-day period described
12 in clause (i), the Tribal Water Code shall
13 be considered to be approved.

14 (d) EXHAUSTION OF REMEDIES.—A member of the
15 Fort Belknap Indian Community, an allottee, or an owner
16 of fee land within the Reservation shall not bring a claim
17 relating to water under the tribal water rights against the
18 United States under section 7 of the Act of February 8,
19 1887 (25 U.S.C. 381), or any other applicable law, or oth-
20 erwise request relief from the Secretary, until the member,
21 allottee, or fee land owner exhausts each applicable rem-
22 edy under the Tribal Water Code or other applicable tribal
23 law.

24 (e) TEMPORARY TRANSFER OF TRIBAL WATER
25 RIGHTS.—

1 (1) IN GENERAL.—On approval of the Sec-
 2 retary and the State as required under article
 3 IV.A.5 of the Compact, the Fort Belknap Indian
 4 Community may temporarily transfer by service con-
 5 tract, lease, exchange, or other agreement, certain
 6 portions of the tribal water rights, in accordance
 7 with article IV.A.5 of the Compact, for use off the
 8 Reservation within the Missouri River Basin, except
 9 as limited by the 1909 Boundary Waters Treaty be-
 10 tween Canada and United States.

11 (2) REQUIREMENTS.—An agreement under
 12 paragraph (1)—

13 (A) shall be for a term of not more than
 14 100 years;

15 (B) may include provisions for renewal of
 16 the agreement for an additional term of not
 17 more than 100 years; and

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

20 (f) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM
 21 POWER RATES.—The Secretary, in cooperation with the
 22 Secretary of Energy, shall make available, at project use
 23 power pumping preferred rates established as of the date
 24 of enactment of this Act, Pick-Sloan Missouri River Basin
 25 Program pumping power to not more than 27,000 net

1 acres under irrigation pursuant to projects of the Fort
2 Belknap Indian Community.

3 (g) MILK RIVER WATER RIGHTS.—

4 (1) IN GENERAL.—The Fort Belknap Indian
5 Community—

6 (A) may continue to use Milk River water
7 rights in a manner that is consistent with his-
8 torical uses and uses in existence on the date of
9 enactment of this Act; but

10 (B) shall not carry out any new uses, new
11 storage, or marketing activities until the later
12 of—

13 (i) the date on which the Fort
14 Belknap Indian Community has entered
15 into an agreement described in paragraph
16 (2); and

17 (ii) the date on which the Secretary
18 acts pursuant to paragraph (4).

19 (2) TRIBAL SHARING AGREEMENT.—

20 (A) IN GENERAL.—The Fort Belknap In-
21 dian Community and the Blackfeet Tribe of the
22 Blackfeet Reservation shall enter into an agree-
23 ment relating to the manner by which the Fort
24 Belknap Indian Community and the Blackfeet

1 Tribe shall exercise their respective Milk River
 2 water rights on their respective reservations.

3 (B) CONSULTATION.—In carrying out sub-
 4 paragraph (A), the Fort Belknap Indian Com-
 5 munity and the Blackfeet Tribe shall consult
 6 with the Bureau of Reclamation and the Bu-
 7 reau of Indian Affairs.

8 (C) CONSIDERATIONS.—The agreement de-
 9 veloped under this paragraph shall take into
 10 consideration—

11 (i) the fact that the Fort Belknap In-
 12 dian Community and the Blackfeet Tribe
 13 have the same priority date for Milk River
 14 water rights;

15 (ii) the quantity of Milk River water
 16 supplies;

17 (iii) the water needs for historically ir-
 18 rigated trust land, which include—

19 (I) for the Fort Belknap Indian
 20 Irrigation Project, 125 cubic feet per
 21 second, or 10,425 acre-feet; and

22 (II) for the Blackfeet Tribe, 560
 23 acre-feet, subject to the condition that
 24 the land of the Blackfeet Tribe is de-

1 terminated to be historically irrigated
2 trust land;

3 (iv) after the satisfaction of the water
4 needs described in clause (iii), the water
5 needs of future irrigated trust land for
6 each reservation shall be allocated equi-
7 tably; and

8 (v) any other beneficial uses identified
9 by the Fort Belknap Indian Community
10 and the Blackfeet Tribe.

11 (3) SECRETARIAL APPROVAL OF AGREEMENT.—

12 (A) IN GENERAL.—Not later than 180
13 days after the date on which the agreement de-
14 scribed in paragraph (2) is submitted to the
15 Secretary, the Secretary shall review and ap-
16 prove or disapprove the agreement.

17 (B) DETERMINATION.—The Secretary
18 shall approve the agreement described in para-
19 graph (2) if the Secretary determines that the
20 agreement—

21 (i) equitably accommodates the re-
22 spective interests of the Fort Belknap In-
23 dian Community and the Blackfeet Tribe
24 in the Milk River water rights;

1 (ii) adequately considers the factors
2 described in paragraph (2)(C);

3 (iii) ensures that an equitable alloca-
4 tion of the Milk River water rights of the
5 Fort Belknap Indian Community and the
6 Blackfeet Tribe under their respective
7 water rights compacts are timely nego-
8 tiated; and

9 (iv) is in accordance with other Fed-
10 eral law.

11 (C) EXTENSION.—The time period de-
12 scribed in subparagraph (A) may be extended
13 by the Secretary, after consultation with the
14 Fort Belknap Indian Community and the
15 Blackfeet Tribe.

16 (4) SECRETARIAL DIVISION OF WATER
17 RIGHTS.—

18 (A) IN GENERAL.—If the Fort Belknap In-
19 dian Community and the Blackfeet Tribe do not
20 enter into an agreement that is approved by the
21 Secretary by the date that is 3 years after the
22 date of enactment of this Act, the Secretary
23 shall, not later than 4 years after the date of
24 enactment of this Act, determine the division of
25 the Milk River water rights between those In-

dian tribes, after consultation with the Fort Belknap Indian Community and the Blackfeet Tribe, and taking into consideration the factors described in paragraph (2)(C).

(B) NO APPEAL.—The decision of the Secretary under subparagraph (A) shall be final and binding on the Fort Belknap Indian Community and the Blackfeet Tribe.

(5) AUTHORIZATION OF APPROPRIATIONS.—

There is authorized to be appropriated to the Secretary to provide technical, legal, and other related services necessary to finalize the agreement described in paragraph (2), \$500,000, to be divided equally between the Fort Belknap Indian Community and the Blackfeet Tribe.

SEC. 6. EXCHANGE, ACQUISITION, AND TRANSFER OF PUBLIC LAND INTO TRUST.

(a) EXCHANGE OF STATE LAND.—

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

(2) STATE LAND.—The Secretary shall offer to enter into negotiations with the State for the pur-

pose of exchanging Federal land described in paragraph (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 T. 29 N., R. 22 E.,
 18 sec. 18, 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.—

24 (A) IN GENERAL.—Notwithstanding any
 25 other provision of law, for purposes of a land

exchange under this subsection, the Secretary may exchange 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.

(B) COMPLETION.—A land transfer under subparagraph (A) shall be completed not later than 10 years after the date of enactment of this Act.

(4) REQUIREMENTS.—

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

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

(A) ON RESERVATION.—The total quantity of State land located within the boundaries of

1 the Reservation that may be exchanged under
 2 this subsection is 20,296.1 acres.

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

7 (b) FEDERAL LAND TRANSFERS.—

8 (1) IN GENERAL.—In partial satisfaction of
 9 claims relating to Indian water rights covered by
 10 this Act, the Fort Belknap Indian Community shall
 11 request and agree to the exchange and transfer of
 12 land in accordance with this subsection.

13 (2) TRANSFERS.—On selection and request by
 14 the Fort Belknap Indian Community, the Secretary
 15 shall transfer to the United States, to be held in
 16 trust for the Fort Belknap Indian Community, all
 17 Federal land within the parcels described in para-
 18 graph (3)—

19 (A) with the exception of any land subject
 20 to valid existing private rights, including land
 21 subject to sections 2318 through 2352 of the
 22 Revised Statutes (commonly known as the
 23 “Mining Law of 1872”) (30 U.S.C. 21 et seq.);
 24 and

1 (B) subject to the condition that any road
 2 that is necessary for customary access to fee
 3 parcels by fee owners or other private rights
 4 within the parcels shall be continued with guar-
 5 anteed access through easements at the cost
 6 and expense of the fee owners.

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

9 (A) BUREAU OF LAND MANAGEMENT PAR-
 10 CELS.—

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

13 (I) 19.55 acres in lot 10;

14 (II) 19.82 acres in lot 11; and

15 (III) 20.09 acres in lot 16.

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

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

20 (I) 41.11 acres of the E¹/₄ of the
 21 NE¹/₄; and

22 (II) 362.45 acres of the S¹/₂.

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

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

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

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

7 (I) 80 acres of the $S^{1/2}$ of the
 8 $NW^{1/4}$; and

9 (II) 80 acres of the $W^{1/2}$ of the
 10 $SW^{1/4}$.

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

13 (I) 82.54 acres of the $E^{1/2}$ of the
 14 $NW^{1/4}$;

15 (II) 164.96 acres of the $NE^{1/4}$;
 16 and

17 (III) 320 acres of the $S^{1/2}$.

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

20 (I) 40 acres of the $SE^{1/4}$ of the
 21 $NW^{1/4}$;

22 (II) 160 acres of the $SW^{1/4}$; and

23 (III) 40 acres of the $SW^{1/4}$ of the
 24 $SE^{1/4}$.

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

3 (I) 80 acres of the $E^{1/2}$ of the
4 $SE^{1/4}$; and

5 (II) 40 acres of the $NW^{1/4}$ of the
6 $SE^{1/4}$.

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

9 (I) 160 acres of the $SW^{1/4}$; and

10 (II) 40 acres of the $SW^{1/4}$ of the
11 $NW^{1/4}$.

12 (xii) 40 acres in the $SE^{1/4}$ of the
13 $SE^{1/4}$ of T. 26 N., R. 21 E., sec. 6.

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

16 (I) 40 acres of the $NE^{1/4}$ of the
17 $SW^{1/4}$;

18 (II) 160 acres of the $NW^{1/4}$; and

19 (III) 40 acres of the $NW^{1/4}$ of
20 the $SE^{1/4}$.

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

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

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

3 (I) 320 acres of the $N^{1/2}$;

4 (II) 80 acres of the $N^{1/2}$ of the
 5 $SE^{1/4}$;

6 (III) 160 acres of the $SW^{1/4}$; and

7 (IV) 40 acres of the $SW^{1/4}$ of the
 8 $SE^{1/4}$.

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

11 (I) 160 acres of the $NW^{1/4}$; and

12 (II) 353.49 acres of the $S^{1/2}$.

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

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

17 (I) 320 acres of the $N^{1/2}$;

18 (II) 160 acres of the $N^{1/2}$ of the
 19 $S^{1/2}$; and

20 (III) 80 acres of the $S^{1/2}$ of the
 21 $SE^{1/4}$.

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

24 (I) 320 acres of the $S^{1/2}$; and

1 (II) 80 acres of the S¹/₂ of the
2 NW¹/₄.

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

5 (I) 58.25 acres in lot 3, 58.5
6 acres in lot 4, and 58.76 acres in lot
7 5;

8 (II) 40 acres of the NW¹/₄ of the
9 NE¹/₄;

10 (III) 160 acres of the SW¹/₄; and

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

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

15 (I) 24.36 acres in lot 1 and
16 24.35 acres in lot 2; and

17 (II) 40 acres of the SW¹/₄ of the
18 SW¹/₄.

19 (xxiii) 97.40 acres in T. 27 N., R. 21
20 E., sec. 2, comprised of 24.34 acres in lot
21 1, 24.35 acres in lot 2, 24.35 acres in lot
22 3, and 24.36 acres in lot 4.

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

25 (I) 24.36 acres in lot 1;

1 (II) 24.36 acres in lot 2;

2 (III) 40 acres in lot 8;

3 (IV) 40 acres in lot 11; and

4 (V) 40 acres in lot 12.

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

6 sec. 11, comprised of—

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

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

11 (xxvi) 200 acres in T. 27 N., R. 21
12 E., sec. 12, comprised of—

13 (I) 80 acres of the E $\frac{1}{2}$ of the
14 SW $\frac{1}{4}$;

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

17 (III) 40 acres of the S $\frac{1}{2}$ of the
18 NW $\frac{1}{4}$.

19 (xxvii) 38.87 acres in the NW $\frac{1}{4}$ of
20 the SW $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 19.

21 (xxviii) 40 acres in the SE $\frac{1}{4}$ of the
22 NE $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 23.

23 (xxix) 320 acres in T. 27 N., R. 21
24 E., sec. 24, comprised of—

1 (I) 80 acres of the $E^{1/2}$ of the
2 $NW^{1/4}$;

3 (II) 160 acres of the $NE^{1/4}$;

4 (III) 40 acres of the $NE^{1/4}$ of the
5 $SE^{1/4}$; and

6 (IV) 40 acres of the $SW^{1/4}$ of the
7 $SW^{1/4}$.

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

10 (I) 80 acres of the $S^{1/2}$ of the
11 $NE^{1/4}$; and

12 (II) 40 acres of the $SE^{1/4}$ of the
13 $NW^{1/4}$.

14 (xxxi) 40 acres in the $NE^{1/4}$ of the
15 $SE^{1/4}$ of T. 27 N., R. 21 E., sec. 26.

16 (xxxii) 160 acres in the $NW^{1/4}$ of T.
17 27 N., R. 21 E., sec. 27.

18 (xxxiii) 40 acres in the $SW^{1/4}$ of the
19 $SW^{1/4}$ of T. 27 N., R. 21 E., sec. 29.

20 (xxxiv) 40 acres in the $SW^{1/4}$ of the
21 $NE^{1/4}$ of T. 27 N., R. 21 E., sec 30.

22 (xxxv) 120 acres in T. 27 N., R. 21
23 E., sec. 33, comprised of 40 acres in the
24 $SE^{1/4}$ of the $NE^{1/4}$ and 80 acres in the
25 $N^{1/2}$ of the $SE^{1/4}$.

1 (xxxvi) 440 acres in T. 27 N., R. 21

2 E., sec. 34, comprised of—

3 (I) 160 acres of the $N^{1/2}$ of the

4 $S^{1/2}$;

5 (II) 160 acres of the $NE^{1/4}$;

6 (III) 80 acres of the $S^{1/2}$ of the

7 $NW^{1/4}$; and

8 (IV) 40 acres of the $SE^{1/4}$ of the

9 $SE^{1/4}$.

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

11 22 E., sec. 4, comprised of—

12 (I) 28.09 acres in lot 5 and

13 25.35 acres in lot 6;

14 (II) 40 acres in lot 10; and

15 (III) 40 acres in lot 15.

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

17 E., sec. 7, comprised of—

18 (I) 40 acres of the $NE^{1/4}$ of the

19 $NE^{1/4}$;

20 (II) 80 acres of the $NW^{1/4}$ of the

21 $SW^{1/4}$; and

22 (III) 80 acres of the $W^{1/2}$ of the

23 $NW^{1/4}$.

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

25 E., sec. 8, comprised of—

1 (I) 80 acres of the $E^{1/2}$ of the
 2 $NW^{1/4}$; and

3 (II) 40 acres of the $NE^{1/4}$ of the
 4 $SW^{1/4}$.

5 (xl) 40 acres in the $SW^{1/4}$ of the
 6 $NW^{1/4}$ of T. 27 N., R. 22 E., sec. 9.

7 (xli) 40 acres in the $NE^{1/4}$ of the
 8 $SW^{1/4}$ of T. 27 N., R. 22 E., sec. 17.

9 (xlii) 40 acres in the $NW^{1/4}$ of the
 10 $NW^{1/4}$ of T. 27 N., R. 22 E., sec. 19.

11 (xlili) 40 acres in the $SE^{1/4}$ of the
 12 $NW^{1/4}$ of T. 27 N., R. 22 E., sec. 20.

13 (xliv) 80 acres in the $W^{1/2}$ of the
 14 $SE^{1/4}$ of T. 27 N., R. 22 E., sec. 31.

15 (xlv) 52.36 acres in the $SE^{1/4}$ of the
 16 $SE^{1/4}$ of T. 27 N., R. 22 E., sec. 33.

17 (xlvi) 40 acres in the $NE^{1/4}$ of the
 18 $SW^{1/4}$ of T. 28 N., R. 22 E., sec. 29.

19 (xlvii) 40 acres in the $NE^{1/4}$ of the
 20 $NE^{1/4}$ of T. 26 N., R. 21 E., sec. 7.

21 (xlviii) 40 acres in the $SW^{1/4}$ of the
 22 $NW^{1/4}$ of T. 26 N., R. 21 E., sec. 12.

23 (xlix) 42.38 acres in the $NW^{1/4}$ of the
 24 $NE^{1/4}$ of T. 26 N., R. 22 E., sec. 6.

1 (l) 320 acres in the E¹/₂ of T. 26 N.,
 2 R. 22 E., sec. 17.

3 (li) 80 acres in the E¹/₂ of the NE¹/₄
 4 of T. 26 N., R. 22 E., sec. 20.

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

7 (I) 80 acres of the E¹/₂ of the
 8 NE¹/₄;

9 (II) 80 acres of the N¹/₂ of the
 10 SE¹/₄;

11 (III) 40 acres of the SE¹/₄ of the
 12 NW¹/₄; and

13 (IV) 40 acres of the SW¹/₄ of the
 14 NE¹/₄.

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

21 (i) BENJAMIN KIRKALDIE.—640 acres
 22 in T. 29 N., R. 26 E., Principal Meridian,
 23 Montana (PMM), comprised of—

24 (I) the SW¹/₄ of sec. 27;

25 (II) the NE¹/₄ of sec. 33; and

1 (III) the $W^{1/2}$ of sec. 34.

2 (ii) EMMA LAMEBULL.—320 acres in
3 the $N^{1/2}$ of T. 30 N., R. 23 E., sec. 28,
4 PMM.

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

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

9 (aa) the $E^{1/2}$, $W^{1/2}$, $E^{1/2}$,
10 $W^{1/2}$, $W^{1/2}$, $NE^{1/4}$, the $E^{1/2}$, $E^{1/2}$,
11 $W^{1/2}$, $W^{1/2}$, $NE^{1/4}$, the $E^{1/2}$, $W^{1/2}$,
12 $NE^{1/4}$, the $W^{1/2}$, $E^{1/2}$, $NE^{1/4}$, the
13 $W^{1/2}$, $E^{1/2}$, $E^{1/2}$, $NE^{1/4}$, the $W^{1/2}$,
14 $W^{1/2}$, $E^{1/2}$, $E^{1/2}$, $E^{1/2}$, $NE^{1/4}$, and
15 the $SE^{1/4}$ of sec. 16;

16 (bb) all of sec. 21;

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

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

19 (II) T. 29 N., R. 25 E., PMM,
20 including—

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

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

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

1 (IV) T. 30 N., R. 26 E., PMM,
2 including—

3 (aa) sec. 3, lot 2;

4 (bb) the SW¹/₄ of the SW¹/₄
5 of sec. 4;

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

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

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

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

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

16 (i) 275.55 acres in T. 25 N., R. 24
17 E., sec. 11, exterior to CERCLA boundary.

18 (ii) 547.20 acres in T. 25 N., R. 24
19 E., sec. 1, exterior to CERCLA boundary,
20 comprised of—

21 (I) lots 1 through 12; and

22 (II) 160 acres of the SW¹/₄.

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

25 (I) lots 1 through 12;

- 1 (II) 40 acres in each of—
2 (aa) the SESW;
3 (bb) the SWSW;
4 (cc) the NESW; and
5 (dd) the NWSW; and
6 (III) 135.73 acres of the SE¹/₄.
7 (iv) 463.99 acres in T. 25 N., R. 24
8 E., sec. 3, comprised of—
9 (I) lots 5 through 15; and
10 (II) 160 acres of the SE¹/₄.
11 (v) 109.48 acres in T. 25 N., R. 24
12 E., sec. 10, comprised of—
13 (I) lot 5; and
14 (II) 80 acres of the N¹/₂ of the
15 NE¹/₄.
16 (vi) 139.17 acres in T. 25 N., R. 24
17 E., sec. 12, exterior to CERCLA boundary,
18 comprised of—
19 (I) lots 14 and 15; and
20 (II) 80 acres of the N¹/₂ of the
21 NW¹/₄.
22 (vii) 322.77 acres in T. 25 N., R. 24
23 E., sec. 16, comprised of—
24 (I) lots 9 through 12; and

1 (II) 160 acres of the S¹/₂ of the
2 S¹/₂.

3 (viii) 391.45 acres in T. 25 N., R. 24
4 E., sec. 17, comprised of—

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

6 (II) 40 acres of the NW¹/₄ of the
7 SE¹/₄;

8 (III) 80 acres of the N¹/₂ of the
9 SW¹/₄; and

10 (IV) 160 acres of the S¹/₂ of the
11 S¹/₂.

12 (ix) 320 acres in the W¹/₂ of T. 25 N.,
13 R. 24 E., sec. 21, exterior to CERCLA
14 boundary.

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

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

19 (I) lots 4 through 17;

20 (II) 40 acres of the NW¹/₄ of the
21 SE¹/₄; and

22 (III) 160 acres of the SW¹/₄.

23 (xii) 695.09 acres in T. 25 N., R. 25
24 E., sec. 4, comprised of—

25 (I) lots 1 through 12; and

- 1 (II) 320 acres of the S¹/₂.
- 2 (xiii) 671.39 acres in T. 25 N., R. 25
- 3 E., sec. 5, comprised of—
- 4 (I) lots 1 through 12; and
- 5 (II) 320 acres of the S¹/₂.
- 6 (xiv) 543.56 acres in T. 25 N., R. 25
- 7 E., sec. 6, exterior to CERCLA boundary,
- 8 comprised of—
- 9 (I) lots 1 through 12; and
- 10 (II) 160 acres of the SE¹/₄.
- 11 (xv) 480 acres in T. 25 N., R. 25 E.,
- 12 sec. 8, exterior to CERCLA boundary,
- 13 comprised of—
- 14 (I) 320 acres of the N¹/₂; and
- 15 (II) 160 acres of the SE¹/₄.
- 16 (xvi) 640 acres in T. 25 N., R. 25 E.,
- 17 sec. 9.
- 18 (xvii) 202.76 acres in T. 25 N., R. 25
- 19 E., sec. 10, comprised of—
- 20 (I) lots 6 through 10; and
- 21 (II) 80 acres of the W¹/₂ of the
- 22 NW¹/₄.
- 23 (xviii) 17.66 acres in T. 26 N., R. 24
- 24 E., sec. 22.

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

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

5 (I) lots 5 through 10;

6 (II) 160 acres of the SW¹/₄;

7 (III) 40 acres of the SW¹/₄ of the
 8 NW¹/₄; and

9 (IV) 80 acres of the W¹/₂ of the
 10 SE¹/₂.

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

13 (I) lots 2 through 5;

14 (II) 320 acres of the S¹/₂; and

15 (III) 160 acres of the S¹/₂ of the
 16 N¹/₂.

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

19 (xxiii) 291.60 acres in T. 26 N., R.
 20 24 E., sec. 34, comprised of—

21 (I) lots 5 through 8;

22 (II) 160 acres of the E¹/₂ of the
 23 E¹/₂; and

24 (III) 40 acres of the SW¹/₄ of the
 25 SE¹/₄.

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

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

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

7 (xxvii) 246.54 acres in T. 26 N., R.
 8 25 E., sec. 26, comprised of lots 6 through
 9 15.

10 (xxviii) 245.20 acres in T. 26 N., R.
 11 25 E., sec. 27, comprised of lots 5 through
 12 12.

13 (xxix) 275.44 acres in T. 26 N., R. 25
 14 E., sec. 28, comprised of lots 5 through
 15 12.

16 (xxx) 308.80 acres in T. 26 N., R. 25
 17 E., sec. 29, comprised of lots 5 through
 18 12.

19 (xxxii) 287.86 acres in T. 26 N., R. 25
 20 E., sec. 30, comprised of lots 6 through
 21 13.

22 (xxxii) 634.30 acres in T. 26 N., R.
 23 25 E., sec. 31, comprised of—

24 (I) lots 1 through 4;

25 (II) 320 acres of the E¹/₂; and

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

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

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

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

9 (xxxvi) 488.08 acres in T. 26 N., R.
 10 25 E., sec. 35, comprised of—

11 (I) lots 5 through 10;

12 (II) 80 acres of the N¹/₂ of the
 13 SW¹/₄;

14 (III) 160 acres of the NW¹/₄; and

15 (IV) 40 acres of the SW¹/₄ of the
 16 SW¹/₄.

17 (D) DODSON LAND.—

18 (i) IN GENERAL.—Subject to clause
 19 (ii), the approximately 2,573.79 acres of
 20 land owned by the United States on the
 21 northeast corner of the Reservation and
 22 described in clause (iii) shall be transferred
 23 by the United States to the Fort Belknap
 24 Indian Community without charge, to be
 25 held in trust by the United States for the

1 benefit of the Fort Belknap Indian Com-
2 munity.

3 (ii) RESTRICTIONS.—

4 (I) IN GENERAL.—A transfer
5 under this subparagraph shall not
6 occur unless and until a cooperative
7 agreement has been negotiated among
8 the Bureau of Reclamation, the Bu-
9 reau of Indian Affairs, and the Fort
10 Belknap Indian Community—

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

1 (bb) to manage and imple-
2 ment the planning, design, and
3 construction activities described
4 in this section; and

5 (cc) to agree on the uses to
6 which the Fort Belknap Indian
7 Community may put the land de-
8 scribed in clause (iii).

9 (II) MILK RIVER PROJECT.—The
10 transfer of the Dodson land shall be
11 subject to—

12 (aa) the right of ingress and
13 egress by personnel of the Bu-
14 reau of Reclamation, the Malta
15 Irrigation District, and other au-
16 thorized personnel for Milk River
17 Project purposes;

18 (bb) all existing rights-of-
19 way of record or in use for Milk
20 River Project facilities and for
21 access to those facilities for Milk
22 River Project purposes, as deter-
23 mined by the Bureau of Reclama-
24 tion, the Malta Irrigation Dis-

1 trict, and authorized personnel;
2 and

3 (cc) the right of the Bureau
4 of Reclamation and Malta Irriga-
5 tion District—

6 (AA) to seep, flood, and
7 overflow the transferred land
8 for Milk River Project pur-
9 poses; and

10 (BB) to prohibit the
11 construction of permanent
12 structures on the transferred
13 land, except as provided for
14 in the cooperative agreement
15 to be executed under this
16 clause and except to meet
17 the requirements of the irri-
18 gation project.

19 (iii) DESCRIPTION OF LAND.—The
20 Dodson land to be transferred is comprised
21 of—

22 (I) 343.98 acres in T. 30 N., R.
23 26 E., sec. 1, comprised of—

24 (aa) 10.15 acres in lot 10;

25 (bb) 37.96 acres in lot 11;

1 (cc) 37.90 acres in the
2 NE¹/₄ of the SW¹/₄;

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

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

7 (ff) 2.18 acres in the SE¹/₄
8 of the NW¹/₄;

9 (gg) 30.20 acres in the
10 SE¹/₄ of the SE¹/₄;

11 (hh) 34.54 acres in the
12 SE¹/₄ of the SW¹/₄;

13 (ii) 23.30 acres in the SW¹/₄
14 of the NE¹/₄;

15 (jj) 15.76 acres in the SW¹/₄
16 of the NW¹/₄;

17 (kk) 32.17 acres in the
18 SW¹/₄ of the SE¹/₄; and

19 (ll) 33 acres in the SW¹/₄ of
20 the SW¹/₄;

21 (II) 15.81 acres in T. 30 N., R.
22 26 E., sec. 2, comprised of—

23 (aa) 15.79 acres in the
24 NE¹/₄ of the NE¹/₄; and

1 (bb) 0.02 acres in the SE¹/₄
2 of the NE¹/₄;

3 (III) 8.42 acres in T. 31 N., R.
4 25 14 E., sec. 13, lot 5;

5 (IV) 134.01 acres in T. 31 N., R.
6 26 E., sec. 17, comprised of—

7 (aa) 7.72 acres in lot 7;

8 (bb) 6.98 acres in lot 8;

9 (cc) 11.40 acres in lot 9;

10 (dd) 2.34 acres in lot 10;

11 (ee) 27.49 acres in lot 11;

12 (ff) 30.60 acres in lot 12;

13 (gg) 13.26 acres in lot 13;

14 and

15 (hh) 34.22 acres in lot 14;

16 (V) 150.07 acres in T. 31 N., R.

17 26 E., sec. 18, comprised of—

18 (aa) 26.64 acres in lot 9;

19 (bb) 21.16 acres in lot 10;

20 (cc) 12.12 acres in lot 11;

21 (dd) 21 acres in lot 13;

22 (ee) 28.76 acres in lot 14;

23 (ff) 12.92 acres in the

24 NW¹/₄ of the SW¹/₄;

1 (gg) 23.80 acres in the
2 SE¹/₄ of the SW¹/₄; and

3 (hh) 3.67 acres in the SW¹/₄
4 of the SW¹/₄;

5 (VI) 60.30 acres in T. 31 N., R.
6 26 E., sec. 19, comprised of—

7 (aa) 27.66 acres in the
8 NE¹/₄ of the NE¹/₄;

9 (bb) 4.67 acres in the NW¹/₄
10 of the NE¹/₄; and

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

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

15 (aa) 39.29 acres in lot 2;

16 (bb) 39.03 acres in lot 3;

17 (cc) 37.21 acres in lot 4;

18 (dd) 17.17 acres in the
19 NE¹/₄ of the NW¹/₄;

20 (ee) 40 acres in the NE¹/₄ of
21 the SE¹/₄;

22 (ff) 24.34 acres in the NE¹/₄
23 of the SW¹/₄;

24 (gg) 8.54 acres in the NW¹/₄
25 of the NW¹/₄;

1 (hh) 37.20 acres in the
2 NW¹/₄ of the SE¹/₄;

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

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

7 (kk) 38.65 acres in the
8 SW¹/₄ of the NE¹/₄;

9 (ll) 40 acres in the SW¹/₄ of
10 the NW¹/₄; and

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

13 (VIII) 325.25 acres in T. 31 N.,
14 R. 26 E., sec. 21, comprised of—

15 (aa) 19.29 acres in lot 4;

16 (bb) 11.12 acres in lot 7;

17 (cc) 20.08 acres in lot 8;

18 (dd) 19.11 acres in lot 10;

19 (ee) 29.72 acres in lot 11;

20 (ff) 39 acres in lot 12;

21 (gg) 26.93 acres in lot 13;

22 (hh) 40 acres in the NW¹/₄
23 of the SW¹/₄;

24 (ii) 40 acres in the SE¹/₄ of
25 the SW¹/₄;

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

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

5 (IX) 98.05 acres in T. 31 N., R.
6 26 E., sec. 22, comprised of—

7 (aa) 25.87 acres in lot 5;

8 (bb) 32.01 acres in lot 6;

9 (cc) 27.49 acres in lot 7;

10 and

11 (dd) 12.68 acres in lot 8;

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

13 26 E., sec. 26, comprised of—

14 (aa) 35.32 acres in lot 3;

15 (bb) 24.34 acres in lot 6;

16 (cc) 40 acres in the NW¹/₄
17 of the SW¹/₄;

18 (dd) 16.60 acres in the
19 SE¹/₄ of the SW¹/₄;

20 (ee) 24.20 acres in the
21 SW¹/₄ of the SE¹/₄;

22 (ff) 0.12 acres in the SE¹/₄
23 of the SE¹/₄; and

24 (gg) 15.63 acres in the
25 SW¹/₄ of the SW¹/₄;

1 (XI) 440.99 acres in T. 31 N.,
2 R. 26 E., sec. 27, comprised of—
3 (aa) 32.05 acres in lot 4;
4 (bb) 39.32 acres in lot 5;
5 (cc) 19.89 acres in lot 6;
6 (dd) 39.97 acres in lot 7;
7 (ee) 21.75 acres in lot 8;
8 (ff) 40 acres in the NE¹/₄ of
9 the SE¹/₄;
10 (gg) 40 acres in the NE¹/₄
11 of the SW¹/₄;
12 (hh) 40 acres in the NW¹/₄
13 of the SE¹/₄;
14 (ii) 40 acres in the NW¹/₄ of
15 the SW¹/₄;
16 (jj) 40 acres in the SE¹/₄ of
17 the NW¹/₄;
18 (kk) 11.52 acres in the
19 SE¹/₄ of the SE¹/₄;
20 (ll) 3.38 acres in the SE¹/₄
21 of the SW¹/₄;
22 (mm) 35.55 acres in the
23 SW¹/₄ of the NW¹/₄;
24 (nn) 7.48 acres in the SW¹/₄
25 of the SE¹/₄; and

1 (oo) 30.08 acres in the
2 SW¹/₄ of the SW¹/₄;

3 (XII) 169.58 acres in T. 31 N.,
4 R. 26 E., sec. 28, comprised of—

5 (aa) 39.97 acres in lot 1;

6 (bb) 11.63 acres in the
7 NE¹/₄ of the NW¹/₄;

8 (cc) 30.76 acres in the
9 NE¹/₄ of the SE¹/₄;

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

12 (ee) 13.04 acres in the
13 NW¹/₄ of the SE¹/₄;

14 (ff) 12.36 acres in the SE¹/₄
15 of the NE¹/₄;

16 (gg) 7.29 acres in the SE¹/₄
17 of the NE¹/₄;

18 (hh) 2.98 acres in the SE¹/₄
19 of the SE¹/₄; and

20 (ii) 17.29 acres in the SW¹/₄
21 of the NE¹/₄;

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

24 (aa) 32.97 acres in the
25 NE¹/₄ of the NE¹/₄; and

1 (bb) 26.37 acres in the
2 NW¹/₄ of the NE¹/₄;

3 (XIV) 136.08 acres in T. 31 N.,
4 R. 26 E., sec. 35, comprised of—

5 (aa) 24.59 acres in the
6 NE¹/₄ of the NE¹/₄;

7 (bb) 35.52 acres in the
8 NE¹/₄of the SE¹/₄;

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

11 (dd) 5.57 acres in the NW¹/₄
12 of the NE¹/₄;

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

15 (ff) 24.20 acres in the SE¹/₄
16 of the SE¹/₄; and

17 (gg) 4.66 acres in the SW¹/₄
18 of the NE¹/₄; and

19 (XV) 56.87 acres in T. 31 N., R.
20 26 E., sec. 36, comprised of—

21 (aa) 15.43 acres in lot 10;

22 (bb) 30.15 acres in lot 11;

23 and

24 (cc) 11.29 acres in the
25 SW¹/₄ of the NW¹/₄.

1 (4) EXISTING RIGHTS AND USES.—

2 (A) USES.—

3 (i) IN GENERAL.—Subject to clause
4 (ii), any use (including grazing) authorized
5 under a valid lease, permit, or right-of-way
6 on land transferred under this subsection,
7 as in effect on the date of the transfer,
8 shall remain in effect until the date on
9 which the lease, permit, or right-of-way ex-
10 pires.

11 (ii) EXCEPTION.—Clause (i) shall not
12 apply if the holder of the lease, permit, or
13 right-of-way requests an earlier termi-
14 nation of the lease, permit, or right-of-way,
15 in accordance with existing law.

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

1 (C) PAYMENTS.—The Secretary shall dis-
2 burse to the Fort Belknap Indian Community
3 any amounts that accrue to the United States
4 under a lease, permit, or right-of-way on land
5 described in subparagraphs (A), (B), (C), and
6 (D) of paragraph (3) from any sale, bonus, roy-
7 alty, or rental relating to that land in the same
8 manner as amounts received from other land
9 held by the Secretary in trust for the Fort
10 Belknap Indian Community.

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

13 (A) unless the United States or the Fort
14 Belknap Indian Community request an addi-
15 tional survey for the transferred land, the de-
16 scription of land set forth in this section shall
17 be controlling;

18 (B) if a survey is requested, the Secretary
19 and the Fort Belknap Indian Community shall
20 jointly provide for the survey of the land, in-
21 cluding any mining claims; and

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

25 (6) DATE OF TRANSFER.—

1 (A) IN GENERAL.—A transfer of land to
2 the United States to be held in trust for the
3 Fort Belknap Indian Community under this
4 subsection shall take effect on the issuance of
5 a trust deed, which shall be issued as expedi-
6 tiously as practicable after notice of the en-
7 forceability date is published in the Federal
8 Register, except that all transfers shall be com-
9 pleted not later than 10 years after the date of
10 enactment of this Act.

11 (B) WAIVERS.—A waiver and release of
12 claims under subsections (a) and (b) of section
13 10 relating to land described in subparagraph
14 (A) shall take effect on the date on which all
15 of the land transfers for land described in sub-
16 paragraph (A) are complete.

17 (7) TOTAL AMOUNT OF FEDERAL LAND TO BE
18 TRANSFERRED.—The total amount of Federal land,
19 including the Grinnell land, to be transferred under
20 subsections (A), (B), and (C) of paragraph (3) is
21 28,265 acres.

22 (c) FORECLOSED LAND.—Any trust land within the
23 Reservation that has been or is foreclosed on by the
24 United States shall be transferred to the United States

1 to be held in trust for the Fort Belknap Indian Commu-
 2 nity.

3 (d) IMPACTS ON LOCAL GOVERNMENTS.—The Sec-
 4 retary may, at the discretion of the Secretary, try to en-
 5 sure that land to be exchanged under this section is se-
 6 lected in a manner that minimizes the financial impact
 7 of the exchange on local governments.

8 (e) WATER RIGHTS.—

9 (1) ACQUISITION.—Beginning on the date of
 10 the applicable transfer of land to the United States
 11 to be held in trust for the Fort Belknap Indian
 12 Community under this section, if any Federal, State,
 13 or fee land transferred under this section is subject
 14 to a water right in existence on the date of the
 15 transfer, the Fort Belknap Indian Community shall
 16 be the successor in interest with respect to the water
 17 right, in accordance with the terms and conditions
 18 that applied to the predecessor in interest.

19 (2) NO RESERVED WATER RIGHTS.—No land
 20 transferred under this section shall be the basis for
 21 any claim by the Fort Belknap Indian Community
 22 to any new, additional, or supplemental Federal re-
 23 served water right.

24 (f) TRANSFER OF TITLE.—Title to all land acquired
 25 by the United States under this section shall be trans-

1 ferred, subject to applicable laws (including regulations),
 2 without charge, to the United States, to be held in trust
 3 for the Fort Belknap Indian Community, pursuant to such
 4 method of conveyance as the Secretary determines to be
 5 necessary.

6 (g) JURISDICTION OF GRINNELL LAND.—

7 (1) IN GENERAL.—Notwithstanding any other
 8 provision of Federal law, the Fort Belknap Indian
 9 Community Council shall have jurisdiction over
 10 hunting and fishing and natural resource manage-
 11 ment on the Grinnell land described in subsection
 12 (b)(3)(C) on the date on which the conditions de-
 13 scribed in paragraph (2) are met.

14 (2) CONDITIONS.—The conditions referred to in
 15 paragraph (1) are that the Fort Belknap Indian
 16 Community Council shall adopt—

17 (A) hunting and fishing regulations that
 18 grant nontribal members equivalent rights and
 19 privileges to those that nontribal members enjoy
 20 under the hunting and fishing laws (including
 21 regulations) of the State, as in effect on the
 22 date of enactment of this Act, including rights
 23 relating to permit fees and bag limits; and

24 (B) public recreational access regulations
 25 that grant nontribal members equivalent rights

1 of access for recreational purposes that non-
 2 tribal members enjoy under Federal law (in-
 3 cluding regulations), as in effect on the as of
 4 the date of enactment of this Act.

5 (3) AMENDMENTS.—All regulations promul-
 6 gated by the Fort Belknap Indian Community Coun-
 7 cil under this subsection shall be approved by the
 8 Secretary after providing the State with notice and
 9 an opportunity to comment.

10 (4) NOTIFICATION AFTER FEDERAL OR STATE
 11 AMENDMENT.—

12 (A) IN GENERAL.—If the Federal or State
 13 hunting and fishing or recreational access laws
 14 (including regulations) are amended after the
 15 date on which jurisdiction over those laws on
 16 the Grinnell land is transferred to the Fort
 17 Belknap Indian Community Council under this
 18 subsection, the head of the appropriate Federal
 19 or State agency, as applicable, shall promptly
 20 notify the Fort Belknap Indian Community
 21 Council of the amendment.

22 (B) RESPONSE.—

23 (i) IN GENERAL.—Not later than 60
 24 days after the date on which notification is
 25 provided to the Fort Belknap Indian Com-

1 munity Council under subparagraph (A),
2 the Fort Belknap Indian Community
3 Council shall amend, subject to approval
4 by the Secretary, the regulations of the
5 Fort Belknap Indian Community Council
6 to comply with the amended law.

7 (ii) FAILURE TO RESPOND.—If the
8 Fort Belknap Indian Community Council
9 fails to comply with clause (i), regulatory
10 jurisdiction shall revert to the United
11 States under paragraph (1) until—

12 (I) such time as the regulations
13 of the Fort Belknap Indian Commu-
14 nity comply with the amended Federal
15 or State law (including regulations);
16 and

17 (II) the date that is not more
18 than 25 years after the date of enact-
19 ment of this Act.

20 (5) REGULATION BY FORT BELKNAP INDIAN
21 COMMUNITY COUNCIL.—Notwithstanding any other
22 provision of law, on the date that is 25 years after
23 the date of enactment of this Act, the Fort Belknap
24 Indian Community Council, subject to approval by

1 the Secretary, shall be free to regulate the Grinnell
 2 land according to tribal law.

3 **SEC. 7. LAKE ELWELL.**

4 (a) STORAGE ALLOCATION OF WATER TO FORT
 5 BELKNAP INDIAN COMMUNITY.—

6 (1) IN GENERAL.—Notwithstanding any other
 7 provision of law, the Secretary shall permanently al-
 8 locate to the Fort Belknap Indian Community,
 9 20,000 acre-feet per year of stored water for use by
 10 the Fort Belknap Indian Community for any bene-
 11 ficial purpose on or off the Reservation, under a
 12 water right held by the United States and managed
 13 by the Bureau of Reclamation, as measured—

14 (A) at the outlet works of the Tiber Dam;

15 or

16 (B) through direct release to the Marias
 17 River from the Tiber Dam.

18 (2) SOURCE OF ALLOCATION.—

19 (A) IN GENERAL.—The Fort Belknap In-
 20 dian Community shall take the allocation under
 21 paragraph (1) from the active pool or the inac-
 22 tive conservation pool of the reservoir as needed
 23 to satisfy the complete annual allocation of the
 24 Fort Belknap Indian Community of Lake
 25 Elwell water.

1 (B) PRIORITY.—The Fort Belknap Indian
2 Community allocation under paragraph (1)
3 shall take priority over in-stream flow and rec-
4 reational uses.

5 (b) TREATMENT.—

6 (1) IN GENERAL.—The allocation to the Fort
7 Belknap Indian Community under subsection (a)
8 shall be considered to be part of the tribal water
9 right.

10 (2) PRIORITY DATE.—The priority date of the
11 allocation to the Fort Belknap Indian Community
12 under subsection (a) shall be the priority date of the
13 Lake Elwell water right held by the Bureau of Rec-
14 lamation.

15 (3) ADMINISTRATION.—

16 (A) IN GENERAL.—The Fort Belknap In-
17 dian Community shall administer the water al-
18 located under subsection (a) in accordance with
19 the Compact and this Act.

20 (B) TEMPORARY TRANSFER.—In accord-
21 ance with subsection (d), the Fort Belknap In-
22 dian Community may temporarily transfer by
23 service contract, lease, exchange, or other
24 agreement the water allocated under subsection
25 (a) off the Reservation, subject to the approval

1 of the Secretary and the requirements of the
2 Compact.

3 (C) EXCEPTION.—Notwithstanding sub-
4 paragraph (A), paragraphs (1) through (3) of
5 article IV(A)(5)(b) of the Compact shall not
6 apply to the annual allocations under this sub-
7 section, except to the extent that article limits
8 the use of the allocation to a location within the
9 Missouri River Basin.

10 (c) ALLOCATION AGREEMENT.—

11 (1) IN GENERAL.—As a condition of receiving
12 an allocation under this section, the Fort Belknap
13 Indian Community shall enter into an agreement
14 with the Secretary to establish the terms and condi-
15 tions of the allocation, in accordance with the Com-
16 pact and this Act.

17 (2) INCLUSIONS.—The agreement under para-
18 graph (1) shall include provisions that—

19 (A) the agreement shall be without limit as
20 to term;

21 (B) the Fort Belknap Indian Community,
22 and not the United States, shall be entitled to
23 all consideration due to the Fort Belknap In-
24 dian Community under any lease, contract, or

1 agreement entered into by the Fort Belknap In-
2 dian Community pursuant to subsection (d);

3 (C) the United States shall have no obliga-
4 tion to monitor, administer, or account for—

5 (i) any funds received by the Fort
6 Belknap Indian Community as consider-
7 ation under any lease, contract, or agree-
8 ment entered into by the Fort Belknap In-
9 dian Community pursuant to subsection
10 (d); or

11 (ii) the expenditure of those funds;

12 (D) if the capacity or function of Lake
13 Elwell facilities are significantly reduced, or are
14 anticipated to be significantly reduced, for an
15 extended period of time, the Fort Belknap In-
16 dian Community shall have the same storage
17 rights as other storage contractors with respect
18 to the allocation under this section;

19 (E) the costs associated with the construc-
20 tion of the storage facilities at Tiber Dam allo-
21 cable to the Fort Belknap Indian Community
22 shall be—

23 (i) nonreimbursable; and

1 (ii) excluded from any repayment obli-
2 gation of the Fort Belknap Indian Com-
3 munity;

4 (F) the water service capital charge shall
5 be due or payable for any water allocated to the
6 Fort Belknap Indian Community pursuant to
7 this section or the allocation agreement, regard-
8 less of whether that water is delivered for use
9 by the Fort Belknap Indian Community or
10 under a lease, contract, or by agreement en-
11 tered into by the Fort Belknap Indian Commu-
12 nity pursuant to subsection (b)(3);

13 (G) the Fort Belknap Indian Community
14 shall not be required to make payments to the
15 United States for any water allocated to the
16 Fort Belknap Indian Community under this Act
17 or the allocation agreement, except for each
18 acre-foot of stored water leased or sold for in-
19 dustrial purposes as described in subparagraph
20 (H); and

21 (H) for each acre-foot of stored water
22 leased or sold by the Fort Belknap Indian Com-
23 munity for industrial purposes—

24 (i) the Fort Belknap Indian Commu-
25 nity shall pay annually to the United

1 States an amount necessary to cover the
 2 proportional share of the annual operation,
 3 maintenance, and replacement costs allo-
 4 cable to the quantity of water leased or
 5 sold by the Fort Belknap Indian Commu-
 6 nity for industrial purposes; and

7 (ii) the annual payments of the Fort
 8 Belknap Indian Community shall be re-
 9 viewed and adjusted, as appropriate, to re-
 10 flect the actual operation, maintenance,
 11 and replacement costs for Tiber Dam.

12 (d) AGREEMENTS BY THE FORT BELKNAP INDIAN
 13 COMMUNITY.—The Fort Belknap Indian Community may
 14 use, lease, contract, exchange, or enter into other agree-
 15 ments for use of the water allocated to the Fort Belknap
 16 Indian Community under subsection (a) if—

17 (1) the use of water that is the subject of such
 18 an agreement occurs within the Missouri River
 19 Basin; and

20 (2) the agreement does not permanently alien-
 21 ate any water allocated to the Fort Belknap Indian
 22 Community under subsection (a).

23 (e) EFFECTIVE DATE.—The allocation under sub-
 24 section (a) takes effect on the enforceability date.

1 (f) PROHIBITION ON INCREASE.—The allocation
2 under subsection (a) shall not be increased by any year-
3 to-year carryover storage.

4 (g) WATER DEVELOPMENT AND DELIVERY COSTS.—

5 (1) OBLIGATION TO PROVIDE FACILITY FOR
6 TRANSPORT TO THE RESERVATION.—Except as oth-
7 erwise provided in this Act, the United States shall
8 have no obligation under this Act to provide any fa-
9 cility for the transport to the Reservation or any
10 other location of the water allocated under this sec-
11 tion to the Fort Belknap Indian Community related
12 to the release of tribal water rights from Lake
13 Elwell Dam and Reservoir in accordance with a re-
14 quest from the Fort Belknap Indian Community.

15 (2) DEVELOPMENT AND DELIVERY COSTS.—Ex-
16 cept for the use of Federal amounts made available
17 under section 8, the United States is not required to
18 pay the cost of developing or delivering to the Res-
19 ervation any water allocated under subsection (a).

20 (h) SECTION NOT PRECEDENTIAL.—The provisions
21 of this section regarding the allocation of water resources
22 from Lake Elwell to the Fort Belknap Indian Community
23 shall not be construed as precedent in the litigation or set-
24 tlement of any other Indian water rights claim.

1 **SEC. 8. MILK RIVER PROJECT.**

2 (a) MILK RIVER PROJECT MODIFICATIONS.—

3 (1) PROCEDURES.—

4 (A) IN GENERAL.—The Commissioner of
 5 Reclamation, in consultation with the Assistant
 6 Secretary for Indian Affairs, the Fort Belknap
 7 Indian Community, the Joint Board, and other
 8 affected stakeholders, shall modify the oper-
 9 ating procedures of the Milk River Project as
 10 the Commissioner determines to be necessary to
 11 ensure that the Fresno Reservoir is operated in
 12 accordance with article III.A.2 and article IV.E
 13 of the Compact.

14 (B) 1946 FRESNO RESERVOIR AGREE-
 15 MENT.—

16 (i) IN GENERAL.—The Commissioner
 17 shall carry out such actions as the Com-
 18 missioner determines to be necessary to
 19 provide a more equitable accounting of the
 20 $\frac{1}{7}$ share of the Fort Belknap Indian Com-
 21 munity to the Fresno Reservoir total quan-
 22 tity of stored water available for use dur-
 23 ing each irrigation season from the waters
 24 of the Milk River and tributaries of the
 25 Milk River, that are impounded and stored
 26 in the Fresno Reservoir under the agree-

1 ment between the Commissioner and the
2 Bureau of Indian Affairs relating to the
3 Milk River Project, numbered I-1-Ind.
4 18725, and dated July 8, 1946, taking
5 into consideration, and fully accounting
6 for—

7 (I) the right of the Fort Belknap
8 Indian Community under the Winters
9 decision to 645 cubic feet per second
10 of water; and

11 (II) the tribal water rights.

12 (ii) DOWNSTREAM RELEASE.—Any
13 water stored on behalf of the Fort Belknap
14 Indian Community in the Fresno Reservoir
15 that is available at the end of each irriga-
16 tion season shall be released downstream
17 for storage as determined by the Fort
18 Belknap Indian Community in the Fort
19 Belknap Reservoir.

20 (iii) AMENDMENTS.—The Commis-
21 sioner and the Assistant Secretary for In-
22 dian Affairs may jointly amend the agree-
23 ment referred to in clause (i) as the Com-
24 missioner and the Assistant Secretary de-
25 termine to be necessary to provide for an

1 equitable accounting of the share of the
 2 Fort Belknap Indian Community described
 3 in clause (i).

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

9 (b) MILK RIVER COORDINATING COMMITTEE.—

10 (1) IN GENERAL.—The Secretary, acting
 11 through the Commissioner, the Director of the Bu-
 12 reau of Indian Affairs, the Director of the United
 13 States Geological Survey, the Director of the United
 14 States Fish and Wildlife Service, and the Director of
 15 the Bureau of Land Management, may participate
 16 in the Milk River Coordinating Committee pursuant
 17 to article IV.C of the Compact.

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

22 (3) TECHNICAL SUPPORT.—The Secretary
 23 may—

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

- 1 (i) pursuant to the Milk River Project;
- 2 (ii) under applicable contracts; and
- 3 (iii) by the Fort Belknap Indian Com-
- 4 munity; and

5 (B) provide such other technical support as
 6 the Milk River Coordinating Committee may re-
 7 quest, including the maintenance of gages nec-
 8 essary to account for daily diversions from the
 9 Milk River.

10 (4) COORDINATION OF STORAGE AND RE-
 11 LEASE.—Notwithstanding Article IV.C.11 of the
 12 Compact, the Secretary (acting through the Com-
 13 missioner), and in consultation with the Milk River
 14 Coordinating Committee, may develop an accounting
 15 for the coordination of storage and release of water
 16 from Federal storage facilities within the federally
 17 owned portion of the Milk River Project.

18 (c) MILK RIVER PROJECT MITIGATION.—

19 (1) IN GENERAL.—The State, in consultation
 20 with the Secretary, the Fort Belknap Indian Com-
 21 munity, the Joint Board, and other affected stake-
 22 holders, shall use funds made available under sub-
 23 sections (d) and (e) to provide grants for projects
 24 for mitigation of the Milk River Project in accord-
 25 ance with—

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

2 (B) this Act.

3 (2) APPLICATION.—To be eligible to receive a
4 grant under this subsection, the owner or operator
5 of a project described in paragraph (1) shall submit
6 to the State an application at such time, in such
7 manner, and containing such information as the
8 State may require.

9 (3) DELEGATION BY STATE.—The State may
10 delegate any portion of the responsibility of the
11 State under this subsection to any entity organized
12 in accordance with applicable Federal and State
13 laws.

14 (4) COMPLIANCE WITH NEPA.—The Secretary
15 shall ensure that each project that receives Federal
16 funds under this subsection is carried out in accord-
17 ance with the National Environmental Policy Act of
18 1969 (42 U.S.C. 4321 et seq.).

19 (d) STATE CONTRIBUTIONS.—

20 (1) IN GENERAL.—The Secretary shall treat as
21 a State contribution to mitigation of the Milk River
22 Project—

23 (A) the difference between—

24 (i) the amount authorized by the bill
25 of the Montana House of Representatives

1 numbered 540 of the 59th Session (2005);

2 and

3 (ii) the \$5,000,000 requested from the

4 State under section (11)(i); and

5 (B) any other funds allocated or previously

6 expended by the State to carry out activities

7 under subsection (a).

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

11 (A) \$3,500,000 for purposes of mitigation
12 and watershed improvement activities described
13 in the Compact; and

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

19 (3) TREATMENT OF CONTRIBUTIONS.—A con-
20 tribution by the State under this subsection shall be
21 considered to fulfill the obligation of the State under
22 article VI.B of the Compact.

23 (4) EXPENDITURE OF FUNDS.—Subject to ap-
24 plicable State law, amounts provided by the State

1 under this subsection may be expended at any time
 2 after the date on which funds are provided.

3 (5) REPORT.—Not less frequently than once
 4 each year, the Secretary shall request that the State
 5 submit to the Fort Belknap Indian Community an
 6 accounting of any funds expended by the State
 7 under this subsection during the preceding calendar
 8 year.

9 (e) FEDERAL CONTRIBUTIONS.—

10 (1) STATE TRUST ACCOUNT.—The Secretary
 11 shall establish a trust account for the State, con-
 12 sisting of amounts made available by the Secretary
 13 to carry out the mitigation and watershed improve-
 14 ment activities described in the Compact.

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

20 (3) ALLOCATIONS.—

21 (A) INTEREST.—The State may expend
 22 the interest accruing on amounts in the State
 23 trust account under paragraph (1) as the State
 24 determines to be appropriate to fulfill the pur-
 25 poses of the Compact.

1 (B) PRINCIPAL.—The State shall not ex-
 2 pend the principal amount in the State trust
 3 account until—

4 (i) the Fort Belknap Indian Commu-
 5 nity has developed, or is in the process of
 6 developing, the tribal water rights in ac-
 7 cordance with the Compact and this Act;
 8 and

9 (ii) the State, in consultation with the
 10 Secretary, determines that a proposed ex-
 11 penditure of the principal amount is nec-
 12 essary to satisfy mitigation or watershed
 13 improvement obligations under the Com-
 14 pact.

15 (4) AUTHORIZATION OF APPROPRIATIONS.—
 16 There is authorized to be appropriated to the Sec-
 17 retary to carry out this subsection \$5,000,000 for
 18 each of fiscal years 2014 through 2017.

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

20 (a) IN GENERAL.—The benefits provided under this
 21 Act shall be considered to fully satisfy any claim of the
 22 Fort Belknap Indian Community against the United
 23 States that is waived and released by the Fort Belknap
 24 Indian Community under subsections (a)(1) and (b) of
 25 section 10.

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

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

6 (2) any claims of the allottees against the
7 United States that are similar to the claims de-
8 scribed in section 10(b).

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

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

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

19 (1) the Fort Belknap Indian Community and
20 the United States (acting as trustee for the Fort
21 Belknap Indian Community) shall execute a waiver
22 and release of all claims for water rights within the
23 State that the Fort Belknap Indian Community or
24 the United States (acting as trustee for the Fort
25 Belknap Community), has asserted or could have as-

serted, in any proceeding, before or on the enforceability date, except to the extent that those rights are recognized in the Compact or this Act; and

(2) the United States (acting as trustee for allottees) shall execute a waiver and release of all claims for water rights within the Reservation that the United States (acting as trustee for the allottees) has asserted or could have asserted, in any proceeding, before or on the enforceability date, except to the extent that those rights are recognized in the Compact or this Act.

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

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

(2) DESCRIPTION OF CLAIMS.—The claims referred to in paragraph (1) are—

(A) any claim for water rights within the State that the United States (acting as trustee for the Fort Belknap Indian Community) asserted, or could have asserted, in any proceeding, except to the extent that those rights

1 are recognized as the tribal water rights in this
2 Act;

3 (B) any claim relating to a damage to, loss
4 of, or injury to water, water rights, land, or
5 natural resources due to the loss of water or
6 water rights in the State that first accrued be-
7 fore or on the enforceability date, including
8 claims relating to—

9 (i) damage, loss, or injury to hunting,
10 fishing, gathering, or cultural rights due to
11 the loss of water or water rights;

12 (ii) interference with, diversion or tak-
13 ing of water; or

14 (iii) the failure to protect, acquire, re-
15 place, or develop water, water rights, or
16 water infrastructure;

17 (C) any pending litigation in the State re-
18 lating to the water rights of the Fort Belknap
19 Indian Community; and

20 (D) any claim arising from the negotiation,
21 execution, or the adoption of—

22 (i) the Compact; or

23 (ii) this Act.

1 (c) EFFECTIVENESS OF WAIVERS AND RELEASES.—

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

4 (d) ENFORCEABILITY DATE.—

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

8 (A) the Fort Belknap Indian Community
9 Council has approved the Compact by submit-
10 ting this Act and the Compact to a vote by the
11 tribal membership for approval or disapproval;

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

15 (C)(i) the Montana Water Court has
16 issued a final judgment and decree approving
17 the Compact; or

18 (ii) if the Montana Water Court is found
19 to lack jurisdiction—

20 (I) the United States district court of
21 jurisdiction has approved the Compact as a
22 consent decree; and

23 (II) the approval under subclause (I)
24 is considered to be final;

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

4 (ii) the transfer of land under section 6
5 has been completed;

6 (E) the Secretary has executed the agree-
7 ments with the Fort Belknap Indian Commu-
8 nity as required under this Act;

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

12 (G) the waivers and releases under sub-
13 sections (a) and (b) have been executed by the
14 Fort Belknap Indian Community and the Sec-
15 retary.

16 (e) RESERVATION OF RIGHTS AND RETENTION OF
17 CLAIMS.—Notwithstanding the waivers and releases au-
18 thorized under this section, the Fort Belknap Indian Com-
19 munity and the United States (acting as trustee for the
20 Fort Belknap Indian Community and the allottees) re-
21 tain—

22 (1) all claims for enforcement of the Compact,
23 settlement agreement, the final decree, or this Act,
24 through any legal and equitable remedies that may

1 be available in the appropriate Federal or State
2 court;

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

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

8 (A) the Comprehensive Environmental Re-
9 sponse, Compensation, and Liability Act of
10 1980 (42 U.S.C. 9601 et seq.);

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

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

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

18 (5) all rights, remedies, privileges, immunities,
19 and powers not specifically waived and released
20 under this Act.

21 (f) TOLLING OF CLAIMS.—

22 (1) IN GENERAL.—Each applicable period of
23 limitation and time-based equitable defense relating
24 to a claim described in this section shall be tolled for
25 the period beginning on the date of enactment of

1 this Act and ending on the date on which the
2 amounts made available to carry out this Act are
3 transferred to the Secretary.

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

8 (g) EXPIRATION AND TOLLING.—If all appropria-
9 tions authorized by this Act have not been made available
10 to the Secretary by June 30, 2043—

11 (1) the waivers authorized in this section
12 shall—

13 (A) expire; and

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

15 (2) all statutes of limitations applicable to any
16 claim otherwise waived shall be tolled until June 30,
17 2043.

18 **SEC. 11. FORT BELKNAP INDIAN COMMUNITY SETTLEMENT**
19 **FUND.**

20 (a) ESTABLISHMENT.—There is established in the
21 Treasury a fund, to be known as the “Fort Belknap In-
22 dian Community Settlement Fund”, to be administered by
23 the Secretary for the uses described in subsection (c) and
24 any activities necessary to comply with Federal environ-
25 mental and cultural resource laws.

1 (b) TRANSFERS TO FUND.—The Fund shall consist
 2 of such amounts as are deposited in the Fund under sub-
 3 section (j).

4 (c) ACCOUNTS OF THE FORT BELKNAP INDIAN COM-
 5 MUNITY SETTLEMENT FUND.—The Secretary shall estab-
 6 lish in the Fund—

7 (1) the Fort Belknap Indian Community Tribal
 8 Land and Water Rehabilitation, Modernization, and
 9 Expansion account, from which principal and inter-
 10 est may be used to pay or reimburse costs incurred
 11 by the United States, the State, and the Fort
 12 Belknap Indian Community for activities relating
 13 to—

14 (A) exchanging, transferring, or acquiring
 15 land;

16 (B) rehabilitating or otherwise improving
 17 existing and historically irrigated land or
 18 projects;

19 (C) agricultural development;

20 (D) cultural preservation;

21 (E) water resources development; and

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

23 (2) the Fort Belknap Indian Community Water
 24 Resources and Water Rights Administration, Oper-

1 ation, and Maintenance account, from which only in-
2 terest earned may be used to pay—

3 (A) the costs of administering the tribal
4 water rights, including through—

5 (i) the development or enactment of a
6 Tribal Water Code;

7 (ii) the establishment by the Fort
8 Belknap Indian Community of a water re-
9 sources department; and

10 (iii) the operation of that water re-
11 sources department (or successor agency);
12 and

13 (B) the annual operation and maintenance
14 costs for tribal and allotted water resources
15 projects, including the share of the Fort
16 Belknap Indian Community of operating and
17 maintaining the Fresno Reservoir;

18 (3) the Fort Belknap Indian Community Tribal
19 Economic Development account, from which prin-
20 cipal and interest may be used by the Fort Belknap
21 Indian Community to pay the costs for any activity
22 the Fort Belknap Indian Community determines to
23 be necessary to further the economic development of
24 the Fort Belknap Indian Community; and

1 (4) the Fort Belknap Indian Community Water
2 and Wastewater Rehabilitation and Expansion ac-
3 count, from the which principal and interest may be
4 used by the Fort Belknap Indian Community to pay
5 the costs for—

6 (A) preparation of a feasibility study and
7 design of a water supply and sewer treatment
8 system for the Fort Belknap Indian Commu-
9 nity;

10 (B) the planning, design, and construction
11 of a domestic water supply system and related
12 facilities for tribal communities;

13 (C) the planning, design, and construction
14 of a wastewater treatment system and related
15 facilities for tribal communities; and

16 (D) environmental compliance in the devel-
17 opment and construction of projects under this
18 Act.

19 (d) MANAGEMENT OF FUND.—

20 (1) IN GENERAL.—The Secretary shall manage
21 the Fund, including investing and making amounts
22 available from the Fund for distribution to the Fort
23 Belknap Indian Community consistent with—

(A) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.);

(B) this Act; and

(C) the Compact.

(2) INVESTMENT OF FORT BELKNAP COMMUNITY SETTLEMENT FUND ACCOUNTS.—The Secretary shall invest amounts in the Fund accounts described in subsection (c) in accordance with—

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

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

(C) the obligations of Federal corporations and Federal Government-sponsored entities, the charter documents of which provide that the obligations 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 Authority Act of 1933 (16 U.S.C. 831n–4);

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

(iv) bonds, notes, and debentures of the Commodity Credit Corporation described 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 expenditure or withdrawal by the Fort Belknap Indian Community without fiscal year limitation beginning on the enforceability date.

(B) OTHER FUNDING.—In addition to funding specifically made available under this Act, if the Secretary determines that, for a given fiscal year, a sufficient amount of funding has not been made available through annual appropriations, the Secretary shall expend from the Reclamation Water Settlements Fund established under section 10501 of the Omnibus

1 Public Land Management Act of 2009 (43
2 U.S.C. 407) such amounts as are necessary to
3 pay the Federal share of the costs associated
4 with the Fund.

5 (2) EXCEPTION.—The amounts made available
6 under subsections (c)(2) and (j)(2) shall be available
7 for withdrawal by the Fort Belknap Indian Commu-
8 nity beginning on the date on which the Fort
9 Belknap Indian Community approves the Compact
10 as provided in section 4(b).

11 (f) EXPENDITURES AND WITHDRAWALS.—

12 (1) TRIBAL MANAGEMENT PLAN.—

13 (A) IN GENERAL.—The Fort Belknap In-
14 dian Community may withdraw any portion of
15 amounts in the Fund on approval by the Sec-
16 retary of a tribal management plan in accord-
17 ance with the American Indian Trust Fund
18 Management Reform Act of 1994 (25 U.S.C.
19 4001 et seq.).

20 (B) REQUIREMENTS.—In addition to the
21 requirements under the American Indian Trust
22 Fund Management Reform Act of 1994 (25
23 U.S.C. 4001 et seq.), the tribal management
24 plan of the Fort Belknap Indian Community
25 under subparagraph (A) shall require that the

1 Fort Belknap Indian Community spend any
 2 amounts withdrawn from the Fund in accord-
 3 ance with the purposes of this Act.

4 (C) ENFORCEMENT.—The Secretary may
 5 take such judicial and administrative actions as
 6 the Secretary determines to be necessary—

7 (i) to enforce the tribal management
 8 plan of the Fort Belknap Indian Commu-
 9 nity; and

10 (ii) to ensure that amounts withdrawn
 11 from the Fund under the plan are used in
 12 accordance with this Act and the Compact.

13 (D) LIABILITY.—The Secretary and the
 14 Secretary of the Treasury shall not be liable for
 15 the expenditure or investment of amounts with-
 16 drawn from a Fund by the Fort Belknap In-
 17 dian Community under this subsection.

18 (2) EXPENDITURE PLAN.—

19 (A) IN GENERAL.—The Fort Belknap In-
 20 dian Community shall submit to the Secretary
 21 for approval an expenditure plan for any por-
 22 tion of the amounts made available under this
 23 section that the Fort Belknap Indian Commu-
 24 nity does not withdraw to carry out this Act.

1 (B) DESCRIPTION.—The expenditure plan
2 shall describe the manner in which, and the
3 purposes for which, amounts remaining in the
4 Funds will be used.

5 (C) APPROVAL.—The Secretary shall ap-
6 prove an expenditure plan submitted under sub-
7 paragraph (A) if the Secretary determines that
8 the plan is reasonable and in accordance with
9 this Act and the Compact.

10 (3) RETURN OF FUNDS TO TREASURY.—If the
11 Compact or the approval by this Act of the Compact
12 becomes void under section 4(c)(3), all unexpended
13 funds made available to carry out this Act (including
14 all interest earned on the funds) shall revert to the
15 general fund of the Treasury not later than 1 year
16 after the date on which the Compact becomes void.

17 (g) ANNUAL REPORT.—For each Fund, the Fort
18 Belknap Indian Community shall submit to the Secretary
19 an annual report that describes all expenditures from the
20 Fund during the preceding year.

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

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

7 (j) AUTHORIZATION OF APPROPRIATIONS.—

8 (1) FORT BELKNAP INDIAN COMMUNITY TRIBAL
 9 LAND AND WATER, REHABILITATION, MODERNIZA-
 10 TION, AND EXPANSION ACCOUNT.—

11 (A) MANDATORY APPROPRIATIONS.—Out
 12 of any funds in the Treasury not otherwise ap-
 13 propriated, the Secretary of the Treasury shall
 14 deposit in the Fort Belknap Indian Community
 15 Tribal Land and Water, Rehabilitation, Mod-
 16 ernization, and Expansion account
 17 \$134,478,400, adjusted to reflect changes since
 18 May 1, 2013, in construction cost indices appli-
 19 cable to the types of construction involved in
 20 the activities described in subsection (c)(1).

21 (B) AUTHORIZATION OF APPROPRIA-
 22 TIONS.—In addition to amounts made available
 23 under subparagraph (A), there is authorized to
 24 be appropriated for deposit in the Fort Belknap
 25 Indian Community Tribal Land and Water, Re-

1 habilitation, Modernization, and Expansion ac-
2 count \$105,661,600, adjusted to reflect changes
3 since May 1, 2013, in construction cost indices
4 applicable to the types of construction involved
5 in the activities described in subsection (c)(1).

6 (2) BELKNAP INDIAN COMMUNITY WATER RE-
7 SOURCES AND WATER RIGHTS ADMINISTRATION, OP-
8 ERATION, AND MAINTENANCE ACCOUNT.—

9 (A) MANDATORY APPROPRIATIONS.—Out
10 of any funds in the Treasury not otherwise ap-
11 propriated, the Secretary of the Treasury shall
12 deposit in the Belknap Indian Community
13 Water Resources and Water Rights Administra-
14 tion, Operation, and Maintenance account
15 \$31,186,500, adjusted to reflect changes since
16 May 1, 2013, in construction cost indices appli-
17 cable to the types of construction involved in
18 the activities described in subsection (c)(2).

19 (B) AUTHORIZATION OF APPROPRIA-
20 TIONS.—In addition to amounts made available
21 under subparagraph (A), there is authorized to
22 be appropriated for deposit in the Belknap In-
23 dian Community Water Resources and Water
24 Rights Administration, Operation, and Mainte-
25 nance account \$29,963,500, adjusted to reflect

1 changes since May 1, 2013, in construction cost
2 indices applicable to the types of construction
3 involved in the activities described in subsection
4 (c)(2).

5 (3) FORT BELKNAP INDIAN COMMUNITY TRIBAL
6 ECONOMIC DEVELOPMENT ACCOUNT.—

7 (A) MANDATORY APPROPRIATIONS.—Out
8 of any funds in the Treasury not otherwise ap-
9 propriated, the Secretary of the Treasury shall
10 deposit in the Fort Belknap Indian Community
11 Tribal Economic Development account
12 \$55,187,000, adjusted to reflect changes since
13 May 1, 2013, in construction cost indices appli-
14 cable to the types of construction involved in
15 the activities described in subsection (c)(3).

16 (B) AUTHORIZATION OF APPROPRIA-
17 TIONS.—In addition to amounts made available
18 under subparagraph (A), there is authorized to
19 be appropriated for deposit in the Fort Belknap
20 Indian Community Tribal Economic Develop-
21 ment account \$45,153,000, adjusted to reflect
22 changes since May 1, 2013, in construction cost
23 indices applicable to the types of construction
24 involved in the activities described in subsection
25 (c)(3).

1 (4) FORT BELKNAP INDIAN COMMUNITY WATER
2 AND WASTEWATER REHABILITATION AND EXPAN-
3 SION ACCOUNT.—

4 (A) MANDATORY APPROPRIATIONS.—Out
5 of any funds in the Treasury not otherwise ap-
6 propriated, the Secretary of the Treasury shall
7 deposit in the Fort Belknap Indian Community
8 Water and Wastewater Rehabilitation and Ex-
9 pansion account \$69,036,800, adjusted to re-
10 flect changes since May 1, 2013, in construc-
11 tion cost indices applicable to the types of con-
12 struction involved in the activities described in
13 subsection (c)(4).

14 (B) AUTHORIZATION OF APPROPRIA-
15 TIONS.—In addition to amounts made available
16 under subparagraph (A), there is authorized to
17 be appropriated for deposit in the Fort Belknap
18 Indian Community Water and Wastewater Re-
19 habilitation and Expansion account
20 \$54,243,200, adjusted to reflect changes since
21 May 1, 2013, in construction cost indices appli-
22 cable to the types of construction involved in
23 the activities described in subsection (c)(4).

24 (5) MONTANA MITIGATION FUND.—There is au-
25 thorized to be appropriated to the State for the es-

1 tablishment of the Montana Mitigation Fund
2 \$21,000,000 for fiscal year 2014.

3 (6) AUTHORIZATION OF APPROPRIATIONS.—

4 There is authorized to be appropriated to the Com-
5 missioner to carry out improvement activities under
6 this Act \$1,100,000 for fiscal year 2014.

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

9 **SEC. 12. MISCELLANEOUS PROVISIONS.**

10 (a) ELIMINATION OF DEBTS OR LIENS AGAINST AL-
11 LOTMENTS OF THE FORT BELKNAP INDIAN COMMUNITY
12 MEMBERS.—The Secretary shall cancel and eliminate all
13 debts or liens against the allotments of land held by the
14 Fort Belknap Indian Community and the members of the
15 Fort Belknap Indian Community due to construction as-
16 sessments, annual operation and maintenance charges,
17 and any other charge that may have been levied relating
18 to irrigation projects of the Department of the Interior
19 for the Fort Belknap Indian Community.

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

21 (1) affects the authority of the Fort Belknap
22 Indian Community to enforce the laws of the Fort
23 Belknap Indian Community with respect to environ-
24 mental protections;

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

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

5 (B) Safe Drinking Water Act (42 U.S.C.
6 300f et seq.);

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

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

12 (3) affects the authority of the United States to
13 take actions acting as trustee for any other Indian
14 tribe or allottee of any other Indian tribe;

15 (4) confers jurisdiction on any State court—

16 (A) to interpret Federal law regarding
17 health, safety, or the environment;

18 (B) to determine the duties of the United
19 States or other parties pursuant to Federal law
20 regarding health, safety, or the environment; or

21 (C) to conduct judicial review of a Federal
22 agency action; or

23 (5) waives any claim of a member of the Fort
24 Belknap Indian Community that does not derive

1 from a right of the Fort Belknap Indian Commu-
2 nity.

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

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

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

14 (1) the National Environmental Policy Act of
15 1969 (42 U.S.C. 4321 et seq.);

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

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

20 (f) ADDITIONAL FUNDING.—Nothing in this Act pro-
21 hibits the Fort Belknap Indian Community from seek-
22 ing—

23 (1) additional funds for tribal programs or pur-
24 poses; or

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

4 (g) RIGHTS UNDER STATE LAW.—Except as pro-
 5 vided in section 1 of article III of the Compact (relating
 6 to the closing of certain water basins in the State to new
 7 appropriations in accordance with the laws of the State),
 8 nothing in this Act or the Compact precludes the acquisi-
 9 tion or exercise of a Right Arising Under State Law (as
 10 defined in section 6 of article II of the Compact) to the
 11 use of water by the Fort Belknap Indian Community, or
 12 a member or allottee of the Fort Belknap Indian Commu-
 13 nity, outside the Reservation by—

14 (1) purchase of the right; or

15 (2) submitting to the State an application in
 16 accordance with State law.

17 (h) OBJECTIONS IN MONTANA WATER COURT.—
 18 Nothing in this Act or the Compact prohibits the Fort
 19 Belknap Indian Community, a member of the Fort
 20 Belknap Indian Community, an allottee, or the United
 21 States in any capacity from objecting to any claim to a
 22 water right filed in any general stream adjudication in the
 23 Montana Water Court.

24 (i) INTERFERENCE WITH TRIBAL WATER RIGHTS.—
 25 Nothing in this Act or the Compact prevents the Fort

1 Belknap Indian Community, a member of the Fort
 2 Belknap Indian Community, an allottee, or the United
 3 States on behalf of the Fort Belknap Indian Community,
 4 a member of the Fort Belknap Indian Community, or an
 5 allottee from filing in a court of competent jurisdiction an
 6 action to prevent any Person or Party (as defined in sec-
 7 tions 29 and 30 of article II of the Compact) from inter-
 8 fering with the enjoyment of the tribal water rights of—

9 (1) the Fort Belknap Indian Community;

10 (2) a member of the Fort Belknap Indian Com-
 11 munity; or

12 (3) an allottee.

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

17 (k) ENVIRONMENTAL PROTECTION.—

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

21 (A) form the southern boundary of the
 22 Reservation; and

23 (B) are sacred and culturally significant to
 24 the Fort Belknap Indian Community.

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

3 (A) the authority of the United States, the
4 State, or the Fort Belknap Indian Community
5 to enforce any Federal, State, or tribal law (in-
6 cluding common law) relating to the protection
7 of the environment; or

8 (B) any claim of the Fort Belknap Indian
9 Community, a member of the Fort Belknap In-
10 dian Community, or an allottee, or of the
11 United States on behalf of the Fort Belknap
12 Indian Community, a member of the Fort
13 Belknap Indian Community, or an allottee,
14 for—

15 (i) damage to water quality caused by
16 mining activities in the Little Rocky Moun-
17 tains; or

18 (ii) depletion in surface flows or
19 groundwater on the southern end of the
20 Reservation.

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

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

1 (2) the interpretation or administration of any
 2 compact between the United States and the State or
 3 any other State.

4 (m) ELIGIBILITY FOR OTHER FEDERAL SERVICES.—

5 No payment made or benefit provided pursuant to this Act
 6 shall result in the reduction or denial of any Federal serv-
 7 ice or program to any Indian tribe, or to any member of
 8 an Indian tribe, to which the Indian tribe or member of
 9 the Indian tribe is entitled to, or eligible for, because of—

10 (1) the status of the Indian tribe as a federally
 11 recognized Indian tribe; or

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

13 (n) LEASES OF ALLOTTED LAND.—

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

16 (A) the Fort Belknap Indian Community;
 17 and

18 (B) a tribal farming enterprise or irriga-
 19 tion district approved by the Fort Belknap
 20 Community Council.

21 (2) PROGRAM.—An eligible lessor may enter
 22 into a lease or other agreement for the development
 23 of the Fort Belknap Indian Irrigation Project or any
 24 other irrigation project on the Reservation in the
 25 Milk River and Peoples Creek Basins.

1 (3) APPROVAL.—

2 (A) IN GENERAL.—Notwithstanding any
3 other provision of law, the Secretary may ap-
4 prove a lease or agreement of an eligible lessor
5 of individually owned allotted land held in trust
6 or restricted status by the United States for the
7 Fort Belknap Indian Community if the Sec-
8 retary determines that—

9 (i) the owners of a majority of the un-
10 divided interest in the trust or restricted
11 land consent to the lease or agreement;
12 and

13 (ii) approving the lease or agreement
14 is in the best interest of the owners of the
15 trust or restricted land.

16 (B) EFFECT.—On approval by the Sec-
17 retary under subparagraph (A), a lease or
18 agreement shall be binding, to the same extent
19 as if all owners of the trust or restricted land
20 involved had consented to the lease or agree-
21 ment, on—

22 (i) each owner of an undivided inter-
23 est in the trust or restricted land subject
24 to the lease or agreement (including any
25 interest owned by an Indian tribe); and

1 (ii) each other party to the lease or
2 agreement.

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

9 (5) EXECUTION OF LEASE OR AGREEMENT BY
10 SECRETARY.—The Secretary may execute a lease or
11 agreement that affects individually owned trust or
12 restricted land on behalf of an owner of the land
13 if—

14 (A) the owner is—

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

16 (ii) deceased; and

17 (B)(i) the heirs to, or devisees of, the in-
18 terest of the owner have not been determined;
19 or

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

23 (6) RESERVED RIGHTS-OF-WAY.—

24 (A) IN GENERAL.—The United States, act-
25 ing as trustee for the Fort Belknap Indian

Community, shall reserve from the individually owned allotted land rights-of-way on that land for irrigation purposes carried out under this Act and according to the Tribal Water Code.

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

(i) formed for the purpose of irrigation or drainage; and

(ii) approved by the Fort Belknap Community Council.

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

The Fort Belknap Indian Community shall pay just compensation, including severance damages, to the individual owners of allotted land from which rights-of-way are reserved under this paragraph, except that the compensation shall not apply to any lease entered into under this section.

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

1 (A) IN GENERAL.—It shall not be a re-
 2 quirement for the approval or execution of a
 3 lease or agreement under this subsection that
 4 the lease or agreement be offered for sale
 5 through a public auction or advertised sale.

6 (B) EFFECT ON OTHER LAW.—To the ex-
 7 tent provided under subparagraph (A), the Act
 8 of March 3, 1909 (35 Stat. 781, chapter 263)
 9 shall not apply to this subsection.

10 (o) WATER TRANSPORT OBLIGATION.—

11 (1) IN GENERAL.—The Secretary, acting
 12 through the Bureau of Indian Affairs and Bureau of
 13 Reclamation, shall provide assistance with—

14 (A) the planning, design, and construction
 15 of—

16 (i) the Fort Belknap water supply in-
 17 frastructure; and

18 (ii) the Fort Belknap Indian Irriga-
 19 tion Rehabilitation Project;

20 (B) the restoration of historic irrigation
 21 projects within the boundaries of the Reserva-
 22 tion; and

23 (C) any environmental compliance activi-
 24 ties necessary in the development and construc-
 25 tion of a project under this Act.

1 (2) AUTHORIZATION OF STUDIES.—

2 (A) IN GENERAL.—The Secretary, acting
3 through the Bureau of Indian Affairs and the
4 Bureau of Reclamation, in consultation with the
5 Fort Belknap Indian Community and the State,
6 shall carry out 1 or more studies—

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

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

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

1 operative agreements would be cost-effective
2 and efficient.

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

9 (p) CONFLICT OF PROVISIONS.—If any provision of
10 this Act conflicts with a provision of the Compact, the pro-
11 vision of this Act shall prevail.

12 **SEC. 13. ANTIDEFICIENCY.**

13 The United States shall not be liable for any failure
14 to carry out any obligation or activity authorized by this
15 Act (including any obligation or activity under the Com-
16 pact) if adequate appropriations are not provided ex-
17 pressly by Congress to carry out the purposes of this Act
18 in—

19 (1) the Reclamation Water Settlements Fund
20 established under section 10501 of the Omnibus
21 Public Land Management Act of 2009 (43 U.S.C.
22 407); or

23 (2) the Emergency Fund for Indian Safety and
24 Health established by section 601(a) of the Tom
25 Lantos and Henry J. Hyde United States Global

1 Leadership Against HIV/AIDS, Tuberculosis, and
2 Malaria Reauthorization Act of 2008 (25 U.S.C.
3 443c(a)).

○