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

DECEMBER 19, 2019

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.

Be it enacted by the Senate and House of Representa-

tives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) Short Title.—This Act may be cited as the “Gros Ventre and Assiniboine Tribes of the Fort Belknap Indian Community Water Rights Settlement Act of 2019”.

(b) Table of Contents.—The table of contents of this Act is as follows:

Sec. 1. Short title; table of contents.
SEC. 2. PURPOSES.

The purposes of this Act are—

(1) to fulfill the trust responsibility of the United States to Indian Tribes and to promote Tribal sovereignty and economic self-sufficiency by settling water rights claims of Indian Tribes without lengthy and costly litigation;

(2) to ensure the sovereignty of the Fort Belknap Indian Community and the economy of the Reservation will be able to depend on the development of the water and other resources of the Reservation;

(3) to transfer a portion of the land within the ancestral territory of the Fort Belknap Indian Community to restore, in part, the historical, cultural, and spiritual land of the Fort Belknap Indian Community;

(4) to plan, design, and construct the facilities needed to effectively use Reservation water rights,
consistent with the Compact and this Act, and other resources that are necessary for—

(A) the development of a viable Reservation economy; and

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

(5) to achieve a fair, equitable, and final settlement of claims to water rights in the State for—

(A) the Fort Belknap Indian Community;

and

(B) the United States for the benefit of the Fort Belknap Indian Community and allottees;

(6) to authorize, ratify, and confirm the Compact, to the extent that the Compact is consistent with this Act;

(7) to authorize and require the Secretary—

(A) to execute the Compact;

(B) to make available priority funding from the Reclamation Water Settlement Fund established by section 10501 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407); and
(C) to take any other actions necessary to carry out the Compact in accordance with this Act;

(8) to authorize and appropriate funds, including for certain economic development initiatives and projects on the Reservation, necessary for the implementation of the Compact and this Act in order to support a final water rights settlement for the Fort Belknap Indian Community that results in measurable benefits to the Tribes and members; and

(9) to authorize the exchange and transfer of certain Federal and State land.

SEC. 3. DEFINITIONS.

In this Act:

(1) ALLOTTEE.—The term “allottee” means an individual or the Fort Belknap Indian Community who holds a beneficial real property interest in an allotment of Indian land that is—

(A) located within the Reservation; and

(B) held in trust by the United States.

(2) BLACKFEET TRIBE.—The term “Blackfeet Tribe” means the Blackfeet Tribe of the Blackfeet Indian Reservation of Montana.

(3) COMMISSIONER.—The term “Commissioner” means the Commissioner of Reclamation.
(4) COMPACT.—The term “Compact” means—

(A) the Fort Belknap-Montana water rights compact dated April 16, 2001, as contained in section 85–20–1001 of the Montana Code Annotated (2019); and

(B) any exhibit (including exhibit amendments), part, or amendment to the Compact that is executed to make the Compact consistent with this Act.


(6) DODSON.—The term “Dodson” means the facilities of the Milk River Project, including the Dodson Diversion Dam and Dodson South Canal, owned by the Bureau of Reclamation and located in the northeastern corner of, and within the exterior boundary of, the Reservation.

(7) ENFORCEABILITY DATE.—The term “enforceability date” means the date described in section 10(f).

(8) FORT BELKNAP INDIAN COMMUNITY.—The term “Fort Belknap Indian Community” means the Gros Ventre and Assiniboine Tribes of the Fort
Belknap Reservation of Montana, a federally recognized Indian Tribe included on the list published by the Secretary pursuant to section 104(a) of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131(a)).

(9) Fort Belknap Indian Community Council.—The term “Fort Belknap Indian Community Council” means the governing body of the Fort Belknap Indian Community.

(10) Fresno Reservoir.—The term “Fresno Reservoir” means the dam and reservoir of the Milk River Project, located on the Milk River 14 miles west of Havre, Montana, and authorized by the Act of June 16, 1933 (48 Stat. 195, chapter 90) (commonly known as the “National Industrial Recovery Act”).

(11) Indian Tribe.—The term “Indian Tribe” has the meaning given the term “Indian tribe” in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304).

(12) Joint Board.—The term “Joint Board” means the Joint Board of Control for the Milk River Project established in accordance with State law.

(13) Lake Elwell.—The term “Lake Elwell” means the water impounded on the Marias River in
the State by Tiber Dam, a feature of the Lower
Marias Unit of the Pick-Sloan Missouri River Basin
Program.

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

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

(B) headquartered in Malta, Montana.

(15) MILK RIVER.—The term “Milk River”
means the mainstem of the Milk River and each
tributary of the Milk River between the headwater of
the Milk River and the confluence of the Milk River
with the Missouri River, consisting of—

(A) Montana Water Court Basins 40F, 40G, 40H, 40I, 40J, 40K, 40L, 40M, 40N, and
40O; and

(B) the portion of the Milk River and each
tributary of the Milk River that flows through
the Canadian Provinces of Alberta and Saskat-
chewan.

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

(17) MILK RIVER PROJECT.—

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

(B) INCLUSIONS.—The term “Milk River Project” includes the St. Mary Unit.

(18) MISSOURI RIVER BASIN.—The term “Missouri River Basin” means the hydrologic basin of the Missouri River, including tributaries.

(19) OM&R.—The term “OM&R” means—

(A) any recurring or ongoing activity associated with the day-to-day operation of a project;

(B) any activity relating to scheduled or unscheduled maintenance of a project; and

(C) any activity relating to replacing a feature of a project.
(20) **Pick-Sloan Missouri River Basin Program.**—The term “Pick-Sloan Missouri River Basin Program” means the Pick-Sloan Missouri River Basin Program (authorized by section 9 of the Act of December 22, 1944 (commonly known as the “Flood Control Act of 1944”) (58 Stat. 891, chapter 665)).

(21) **PMM.**—The term “PMM” means the Principal Meridian, Montana.

(22) **Reservation.**—

(A) **In General.**—The term “Reservation” means the area of the Fort Belknap Reservation in the State, as defined in the Compact and modified by section 6.

(B) **Inclusions.**—The term “Reservation” includes all land and interests in land—

(i) held in trust by the United States for the benefit of the Fort Belknap Indian Community, including the land within the boundary established by—

(I) the Agreement with the Gros Ventre and Assiniboine Tribes of the Fort Belknap Reservation, ratified by the Act of May 1, 1888 (25 Stat. 113, chapter 212), as modified by the
Agreement with the Indians of the Fort Belknap Reservation of October 9, 1895 (ratified by the Act of June 10, 1896) (29 Stat. 350, chapter 398); and

(II) the Act of March 3, 1921 (41 Stat. 1355, chapter 135); and

(ii) to be held in trust by the United States for the benefit of the Fort Belknap Indian Community pursuant to section 6.

(23) St. Mary Unit.—

(A) In General.—The term “St. Mary Unit” means the St. Mary Storage Unit of the Milk River Project authorized by Congress on March 25, 1905.

(B) Inclusions.—The term “St. Mary Unit” includes—

(i) Sherburne Dam and Reservoir;

(ii) Swift Current Creek Dike;

(iii) Lower St. Mary Lake;

(iv) St. Mary Canal Diversion Dam;

and

(v) St. Mary Canal and appurtenances.
(24) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(25) SERVICE CONTRACT.—The term “service contract” means a business or commercial agreement between a contractor and a customer covering maintenance and servicing of facilities over a specified period.

(26) STATE.—The term “State” means the State of Montana.

(27) TRIBAL WATER RIGHTS.—The term “Tribal water rights” means the water rights of the Fort Belknap Indian Community, as described in article III of the Compact and this Act, including—

(A) the allocation of water to the Fort Belknap Indian Community from Lake Elwell under section 7; and

(B) the water rights of allottees.

(28) TRUST FUND.—The term “Trust Fund” means the Fort Belknap Indian Community Settlement Trust Fund established under section 11(b)(1).

SEC. 4. RATIFICATION OF COMPACT AND JUDICIAL DECREE.

(a) RATIFICATION OF COMPACT.—
(1) IN GENERAL.—As modified by this Act, the Compact is authorized, ratified, and confirmed.

(2) AMENDMENTS.—Any amendment to the Compact executed after the date of enactment of this Act is authorized, ratified, and confirmed to the extent that the amendment is executed to make the Compact consistent with this Act.

(b) EXECUTION.—

(1) IN GENERAL.—To the extent that the Compact does not conflict with this Act, the Secretary shall execute the Compact, including all exhibits to, or parts of, the Compact requiring the signature of the Secretary.

(2) MODIFICATIONS.—Nothing in this Act precludes the Secretary from approving any modification to an appendix or exhibit to the Compact that is consistent with this Act, to the extent that the modification does not otherwise require congressional approval under section 2116 of the Revised Statutes (25 U.S.C. 177) or any other applicable provision of Federal law.

(c) ENVIRONMENTAL COMPLIANCE.—

(1) IN GENERAL.—In implementing the Compact and this Act, the Secretary shall comply with all applicable provisions of—
(A) the Endangered Species Act of 1973
   (16 U.S.C. 1531 et seq.);
(B) the National Environmental Policy Act
   of 1969 (42 U.S.C. 4321 et seq.); and
(C) all other applicable environmental laws
   and regulations.

(2) Effect of execution.—
   (A) In general.—The execution of the
   Compact by the Secretary under this subsection
   shall not constitute a major Federal action for
   purposes of the National Environmental Policy
   Act of 1969 (42 U.S.C. 4321 et seq.).
   (B) Compliance.—The Secretary shall
   carry out all Federal compliance activities nec-
   essary to implement the Compact and this Act.

SEC. 5. TRIBAL WATER RIGHTS.

(a) Confirmation of Tribal Water Rights.—
   (1) In general.—The Tribal water rights are
   ratified, confirmed, and declared to be valid.
   (2) Use.—Any use of the Tribal water rights
   shall be subject to the terms and conditions of the
   Compact and this Act.
   (3) Conflict.—In the event of a conflict be-
   tween the Compact and this Act, this Act shall con-
   trol.
(b) INTENT OF CONGRESS.—It is the intent of Congress to provide to each allottee benefits that are equivalent to, or exceed, the benefits the allottees possess on the day before the date of enactment of this Act, taking into consideration—

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

(2) the availability of funding under this Act and from other sources;

(3) the availability of water from the Tribal water rights; and

(4) the applicability of section 7 of the Act of February 8, 1887 (24 Stat. 390, chapter 119; 25 U.S.C. 381) and this Act to protect the interests of allottees.

(c) TRUST STATUS OF TRIBAL WATER RIGHTS.—

The Tribal water rights—

(1) shall be held in trust by the United States for the use and benefit of the Fort Belknap Indian Community in accordance with this Act; and

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

(d) ALLOTTEES.—
(1) Applicability of the Act of February 8, 1887.—The provisions of section 7 of the Act of February 8, 1887 (24 Stat. 390, chapter 119; 25 U.S.C. 381), relating to the use of water for irrigation purposes, shall apply to the Tribal water rights.

(2) Entitlement to water.—Any entitlement to the use of water of an allottee under Federal law shall be satisfied from the Tribal water rights.

(3) Allocations.—An allottee shall be entitled to a just and equitable allocation of water for irrigation purposes.

(4) Claims.—

(A) Exhaustion of remedies.—Before asserting any claim against the United States under section 7 of the Act of February 8, 1887 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or any other applicable law, an allottee shall exhaust remedies available under the Tribal water code or other applicable Tribal law.

(B) Action for relief.—After the exhaustion of all remedies available under the Tribal water code or other applicable Tribal law, an allottee may seek relief under section 7 of the Act of February 8, 1887 (24 Stat. 390,
chapter 119; 25 U.S.C. 381), or other applicable law.

(5) Authority of the Secretary.—The Secretary shall have the authority to protect the rights of allottees in accordance with this section.

(e) Authority of the Fort Belknap Indian Community.—

(1) Authority.—

(A) In general.—The Fort Belknap Indian Community shall—

(i) govern the use of the Tribal water rights pursuant to Tribal law and applicable Federal law; and

(ii) have—

(I) administrative, regulatory, and adjudicatory authority over all Tribal water rights, including the authority to allocate, distribute, use, and temporarily transfer by service contract, lease, exchange, or other agreement the Tribal water rights for any use on the Reservation; and

(II) subject to the approval of the Secretary, the authority to voluntarily allocate, distribute, use, and tempo-
rarily transfer by service contract, lease, exchange, or other agreement the Tribal water rights off the Reservation within the Missouri River Basin.

(B) MODIFICATION OF COMPACT.—If applicable State and Federal laws are amended or expanded after the date of enactment of this Act to authorize water users to transfer water rights interbasin, interstate, or internationally, the Compact shall be amended to recognize, and this Act shall recognize, the right and authority of the Fort Belknap Indian Community to temporarily transfer Tribal water rights of the Fort Belknap Indian Community to the same extent permissible for State-based and other water rights users.

(2) REQUIREMENTS.—A service contract, lease, exchange, or other agreement referred to in subclauses (I) and (II) of paragraph (1)(A)(ii)—

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

(B) may include provisions for renewal of the agreement for an additional term of not more than 100 years; and
(C) shall not permanently alienate any portion of the Tribal water rights.

(3) LAND LEASES BY ALLOTTEES.—Notwithstanding paragraph (1), an allottee may lease any interest in land held by the allottee, together with any water right determined to be appurtenant to the interest in land, in accordance with the Tribal water code.

(4) DEFERRAL OR FORBEARANCE OF TRIBAL WATER USE.—

(A) IN GENERAL.—In accordance with the right of the Fort Belknap Indian Community to choose to limit the development and use of the Tribal water rights by the Fort Belknap Indian Community and to allow the water of the Tribal water rights to pass through the priority system to be diverted by a third party for compensation, as negotiated by the Fort Belknap Indian Community, the deferral or forbearance of the use of Tribal water rights shall be permissible.

(B) LIMITATIONS.—The deferral or forbearance of the use of the Tribal water rights under subparagraph (A) shall not be considered to be—
(i) a transfer of the Tribal water rights off the Reservation under paragraph (1)(A)(ii)(II); or

(ii) a transfer of title of the Tribal water rights.

(f) TRIBAL WATER CODE.—

(1) IN GENERAL.—Notwithstanding article IV.A.2. of the Compact, not later than 4 years after the date on which the Fort Belknap Indian Community approves the Compact in accordance with section 10(f)(1), the Fort Belknap Indian Community shall enact a Tribal water code that—

(A) is consistent with the Compact and this Act; and

(B) provides for—

(i) the administration, management, regulation, enforcement, and governance, including adjudicatory jurisdiction, of the Tribal water rights and all uses of the Tribal water rights; and

(ii) the establishment by the Fort Belknap Indian Community of the conditions, permit requirements, and other requirements for the allocation, distribution, and use of the Tribal water rights, includ-
ing irrigation, livestock, domestic, commercial, municipal, industrial, cultural, and recreational uses.

(2) INCLUSIONS.—Subject to paragraph (3)(B)(i), the Tribal water code shall—

(A) provide that use of water by allottees shall be satisfied with water from the Tribal water rights;

(B) provide for a process by which an allottee may request that the Fort Belknap Indian Community provide water for irrigation use in accordance with this Act, including the provision of water under any allottee lease under section 4 of the Act of June 25, 1910 (36 Stat. 856, chapter 431; 25 U.S.C. 403);

(C) provide for a due process system that includes a process by which the Fort Belknap Indian Community can resolve disputes, including a process for the resolution of—

(i) any contested administrative decision, including any denial of a request for an allocation of water from the Tribal water rights by—

(I) an allottee for irrigation purposes on allotted land;
(II) a successor-in-interest to an allottee;

(III) any other member of the Fort Belknap Indian Community; or

(IV) an owner of fee land within the boundaries of the Reservation;

and

(ii) the appeal and adjudication of administrative decisions under clause (i) and any denied or disputed distribution of water; and

(D) include a requirement that—

(i) any allotee asserting a claim relating to the enforcement of rights of the allottee under the Tribal water code, including to the quantity of water allocated to land of the allottee, shall exhaust all remedies available to the allottee under Tribal law before initiating an action against the United States or petitioning the Secretary pursuant to subsection (d)(4); and

(ii) any other Tribal water user asserting a claim relating to the enforcement of rights under the Tribal water code shall
exhaust all remedies available under Tribal law.

(3) Action by Secretary.—

(A) In general.—During the period beginning on the date of enactment of this Act and ending on the date on which a Tribal water code described in paragraphs (1) and (2) is enacted, the Secretary shall administer the Tribal water rights, including with respect to the rights of allottees, in accordance with this Act.

(B) Approval.—The Tribal water code described in paragraphs (1) and (2) shall not be valid unless—

(i) the provisions of the Tribal water code required by paragraph (2) are approved by the Secretary; and

(ii) each amendment to the Tribal water code that affects a right of an allottee is approved by the Secretary.

(C) Approval period.—

(i) In general.—The Secretary shall—

(I) approve or disapprove the Tribal water code or an amendment to the Tribal water code by not later
than 180 days after the date on which
the Tribal water code or amendment
to the Tribal water code is submitted
to the Secretary; and

(II) notify the Fort Belknap In-
dian Community of the decision of the
Secretary by not later than 15 days
after the date on which the Secretary
makes the decision.

(ii) NO ACTION.—If the Secretary
does not approve or disapprove the Tribal
water code or amendment to the Tribal
water code and notify the Fort Belknap
Indian Community by the applicable dead-
lines described in clause (i), the Tribal
water code or amendment to the Tribal
water code shall be deemed to be approved.

(iii) DISAPPROVAL.—If the Secretary
disapproves the Tribal water code or
amendment to the Tribal water code, the
Secretary, in consultation with the Fort
Belknap Indian Community, shall have 90
days to resolve the basis for the dis-
approval, and if the basis for the dis-
approval has not been resolved by that
date, the Tribal water code shall be
deemed approved.

(iv) Extensions.—The deadlines de-
scribed in clauses (i)(I) and (iii) may be
extended by the Secretary with the agree-
ment of the Fort Belknap Indian Commu-
nity.

(g) Administration.—

(1) No alienation.—The Fort Belknap In-
dian Community shall not permanently alienate any
portion of the Tribal water rights.

(2) Purchases or grants of land from in-
dians.—An authorization provided by this Act for
the allocation, distribution, leasing, or other ar-
rangements entered into pursuant to this Act shall be
considered to satisfy any requirement for authoriza-
tion of the action by treaty or convention imposed by
section 2116 of the Revised Statutes (25 U.S.C.
177).

(3) Prohibition on forfeiture.—The non-
use of all or any portion of the Tribal water rights
by any water user shall not result in the forfeiture,
abandonment, relinquishment, or other loss by the
Fort Belknap Indian Community of all or any por-
tion of the Tribal water rights.
(h) EFFECT.—Except as otherwise expressly provided in this section, nothing in this Act—

(1) authorizes any action by an allottee against any individual or entity, or against the Fort Belknap Indian Community, under Federal, State, Tribal, or local law; or

(2) alters or affects the status of any action brought pursuant to section 1491(a) of title 28, United States Code.

(i) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM POWER RATES.—The Secretary, in cooperation with the Secretary of Energy, shall make available, at project use power pumping preferred rates established as of the date of enactment of this Act, Pick-Sloan Missouri River Basin Program pumping power to not more than 37,425 net acres under irrigation pursuant to projects of the Fort Belknap Indian Community.

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

(a) EXCHANGE OF FEDERAL AND STATE LAND.—

(1) IN GENERAL.—In partial satisfaction of claims relating to Indian water rights covered by this Act, the Fort Belknap Indian Community agrees 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 purpose of exchanging Federal land described in paragraph (3) for the following parcels of land owned by the State, located on and off of 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. 25 N., R. 22 E., sec. 16.

(E) 600 acres in T. 27 N., R. 20 E., sec. 36, comprised of—

   (i) 160 acres in the SE¼;

   (ii) 160 acres in the SW¼;

   (iii) 160 acres in the NW¼;

   (iv) 80 acres in the S½ of the NE¼;

and

   (v) 40 acres in the NW¼ of the NE¼.

(F) 640 acres in T. 27 N., R. 21 E., sec. 16.
(G) 640 acres in T. 28 N., R. 21 E., sec. 27.

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

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

   (i) 18.09 acres in lot 1;

   (ii) 18.25 acres in lot 2;

   (iii) 18.43 acres in lot 3; and

   (iv) 18.59 acres in lot 4.

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

   (i) 14.49 acres in lot 9;

   (ii) 14.61 acres in lot 10;

   (iii) 14.75 acres in lot 11; and

   (iv) 14.87 acres in lot 12.

(K) 640 acres in T. 29 N., R. 22 E., sec. 8.

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

   (i) 320 acres in the N\(\frac{1}{2}\); and

   (ii) 80 acres in the N\(\frac{1}{2}\) of the SW\(\frac{1}{4}\).

(M) 120 acres in T. 29 N., R. 22 E., sec. 18, comprised of—
(i) 80 acres in the E1/2 of the NE1/4;

and

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

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

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

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

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

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

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

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

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

(V) 640 acres in T. 28 N., R. 23 E., sec. 16.

(W) 640 acres in T. 28 N., R. 24 E., sec. 36.
(X) 640 acres in T. 28 N., R. 25 E., sec. 16.

(Y) 640 acres in T. 28 N., R. 25 E., sec. 36.

(Z) 640 acres in T. 28 N., R. 26 E., sec. 16.

(AA) 94.96 acres in T. 28 N., R. 26 E., sec. 36, under lease by the Fort Belknap Indian Community Council on the date of enactment of this Act, comprised of—

(i) 30.68 acres in lot 5;

(ii) 26.06 acres in lot 6;

(iii) 21.42 acres in lot 7; and

(iv) 16.8 acres in lot 8.

(BB) 652.32 acres in T. 29 N., R. 22 E., sec. 16, excluding the 73.36 acres under lease by Ben Hofeldt, et al., on the date of enactment of this Act.

(CC) 640 acres in T. 29 N., R. 22 E., sec. 36.

(DD) 640 acres in T. 29 N., R. 23 E., sec. 16.

(EE) 640 acres in T. 29 N., R. 24 E., sec. 16.
(FF) 640 acres in T. 29 N., R. 24 E., sec. 36.

(GG) 640 acres in T. 29 N., R. 25 E., sec. 16.

(HH) 640 acres in T. 29 N., R. 25 E., sec. 36.

(II) 640 acres in T. 29 N., R. 26 E., sec. 16.

(JJ) 663.22 acres in T. 30 N., R. 22 E., sec. 16, excluding the 58.72 acres under lease by Walter and Amelia Funk on the date of enactment of this Act.

(KK) 640 acres in T. 30 N., R. 22 E., sec. 36.

(LL) 640 acres in T. 30 N., R. 23 E., sec. 16.

(MM) 640 acres in T. 30 N., R. 23 E., sec. 36.

(NN) 640 acres in T. 30 N., R. 24 E., sec. 16.

(OO) 640 acres in T. 30 N., R. 24 E., sec. 36.

(PP) 640 acres in T. 30 N., R. 25 E., sec. 16.
(QQ) 275.88 acres in T. 30 N., R. 26 E., sec. 36, under lease by the Fort Belknap Indian Community Council on the date of enactment of this Act.

(RR) 640 acres in T. 31 N., R. 22 E., sec. 36.

(SS) 640 acres in T. 31 N., R. 23 E., sec. 16.

(TT) 640 acres in T. 31 N., R. 23 E., sec. 36.

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

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

(i) 9.15 acres in lot 1;

(ii) 13.69 acres in lot 2;

(iii) 18.23 acres in lot 3;

(iv) 22.77 acres in lot 4;

(v) 40 acres in the NE\(\frac{1}{4}\) of the NE\(\frac{1}{4}\);

(vi) 40 acres in the NE\(\frac{1}{4}\) of the NW\(\frac{1}{4}\);

(vii) 40 acres in the NE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\);
(viii) 40 acres in the NE\(\frac{1}{4}\) of the SW\(\frac{1}{4}\);
(ix) 40 acres in the NW\(\frac{1}{4}\) of the NE\(\frac{1}{4}\);
(x) 40 acres in the NW\(\frac{1}{4}\) of the SE\(\frac{1}{4}\);
(xi) 40 acres in the SE\(\frac{1}{4}\) of the NE\(\frac{1}{4}\);
(xii) 40 acres in the SE\(\frac{1}{4}\) of the NW\(\frac{1}{4}\);
(xiii) 40 acres in the SE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\);
(xiv) 40 acres in the SE\(\frac{1}{4}\) of the SW\(\frac{1}{4}\);
(xv) 40 acres in the SW\(\frac{1}{4}\) of the NE\(\frac{1}{4}\); and
(xvi) 40 acres in the SW\(\frac{1}{4}\) of the SE\(\frac{1}{4}\).

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

(i) 45.82 acres in lot 1;
(ii) 10.16 acres in lot 2;
(iii) 14.52 acres in lot 3;
(iv) 18.86 acres in lot 4;
(v) 40 acres in the NE\(^{1/4}\) of the NE\(^{1/4}\);

(vi) 40 acres in the SW\(^{1/4}\) of the NE\(^{1/4}\);

(vii) 40 acres in the SE\(^{1/4}\) of the NE\(^{1/4}\);

(viii) 40 acres in the NE\(^{1/4}\) of the SE\(^{1/4}\);

(ix) 40 acres in the NW\(^{1/4}\) of the SE\(^{1/4}\);

(x) 40 acres in the SE\(^{1/4}\) of the SE\(^{1/4}\);

and

(xi) 40 acres in the SW\(^{1/4}\) of the SE\(^{1/4}\).

(3) **FEDERAL LAND.**—

(A) **IN GENERAL.**—Notwithstanding any other provision of law, subject to subparagraph (B), for purposes of a land exchange under this subsection, the Secretary may exchange any Federal land within 100 miles of the Reservation.

(B) **COMPLETION.**—A land exchange under subparagraph (A) shall be completed by not later than 15 years after the date of enactment of this Act.
(4) Requirements.—

   (A) Value.—The Secretary shall negotiate with the State using the roughly equivalent theory of valuation of any Federal land exchanged for 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) Existing Rights and Uses.—

   (A) Uses.—

      (i) In general.—Subject to clause (ii), any use (including grazing) authorized under a valid lease, permit, or right-of-way on land exchanged under this subsection, as in effect on the date of the transfer, shall remain in effect until the date on which the lease, permit, or right-of-way expires.

      (ii) Exception.—Clause (i) shall not apply if the holder of the lease, permit, or right-of-way requests an earlier termination of the lease, permit, or right-of-way in accordance with applicable law.
(B) IMPROVEMENTS.—Any improvements constituting personal property (as defined by State law) on land exchanged under this subsection by the holder of the lease, permit, or right-of-way shall remain the property of the holder and shall be removed not later than 90 days after the date on which the lease, permit, or right-of-way expires, unless the Fort Belknap Indian Community and the holder agree otherwise.

(C) ELIGIBILITY.—Notwithstanding paragraph (3)(B), if, at any time after the date of enactment of this Act, the Fort Belknap Indian Community Council enters into a lease for any other State parcel or secures the written consent of each lessee of any other State parcel to the exchange of that parcel, the other State parcel shall be eligible for exchange and transfer under this subsection.

(6) QUANTITY OF STATE LAND TO BE EX-CHANGED OR TRANSFERRED.—

(A) ON RESERVATION.—The total quantity of State land located within the boundaries of the Reservation that shall be exchanged and
transferred under this subsection is 20,296.1 acres.

(B) Off reservation.—The total quantity of State land located outside of the boundaries of the Reservation that shall be exchanged and transferred under this subsection is 7,413 acres.

(b) Federal land transfers.—

(1) In general.—In partial satisfaction of claims relating to Indian water rights covered by this Act, the Fort Belknap Indian Community agrees to the transfer of land in accordance with this subsection.

(2) Transfers.—

(A) In general.—Subject to subparagraphs (B) and (C), on selection and request by the Fort Belknap Indian Community, the Secretary shall restore all Federal land within the parcels described in paragraph (3) to the Fort Belknap Indian Community by transfer to the United States, to be held in trust for the benefit of the Fort Belknap Indian Community.

(B) Valid existing rights.—Any land subject to valid existing private rights, including land subject to sections 2318 through 2352 of
the Revised Statutes (commonly known as the
“Mining Law of 1872”) (30 U.S.C. 21 et seq.),
shall not be transferred under subparagraph
(A).

(C) EASEMENTS.—Any road within a par-
cel described in paragraph (3) that is necessary
for customary access to a fee parcel by the fee
owner or another private right shall be contin-
ued with guaranteed access to the fee parcel or
private right through an easement at the ex-
pense of the fee owner or owner of the private
right.

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

(A) BUREAU OF LAND MANAGEMENT PAR-
cELS.—

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

(I) 19.55 acres in lot 10;

(II) 19.82 acres in lot 11; and

(III) 20.09 acres in lot 16.

(ii) 324.24 acres in the N\(\frac{1}{2}\) of T. 25
N., R. 22 E., sec. 5.

(iii) 403.56 acres in T. 25 N., R. 22
E., sec. 9, comprised of—
(I) 41.11 acres in the E¼ of the NE¼; and

(II) 362.45 acres in the S½.

(iv) 70.63 acres in T. 25 N., R. 22 E., sec. 13, comprised of—

(I) 18.06 acres in lot 5;

(II) 18.25 acres in lot 6;

(III) 18.44 acres in lot 7; and

(IV) 15.88 acres in lot 8.

(v) 71.12 acres in T. 25 N., R. 22 E., sec. 14, comprised of—

(I) 17.65 acres in lot 5;

(II) 17.73 acres in lot 6;

(III) 17.83 acres in lot 7; and

(IV) 17.91 acres in lot 8.

(vi) 81.73 acres in T. 25 N., R. 22 E., sec. 15, comprised of—

(I) 29.50 acres in lot 7;

(II) 17.28 acres in lot 8;

(III) 17.41 acres in lot 9; and

(IV) 17.54 acres in lot 10.

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

(I) 80 acres in the S½ of the NW¼; and
(II) 80 acres in the W½ of the SW¼.

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

(I) 82.54 acres in the E½ of the NW¼;

(II) 164.96 acres in the NE¼;

and

(III) 320 acres in the S½.

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

(I) 40 acres in the SE¼ of the NW¼;

(II) 160 acres in the SW¼; and

(III) 40 acres in the SW¼ of the SE¼.

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

(I) 80 acres in the E½ of the SE¼; and

(II) 40 acres in the NW¼ of the SE¼.

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

(I) 160 acres in the SW¼; and
(II) 40 acres in the SW\(\frac{1}{4}\) of the NW\(\frac{1}{4}\).

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

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

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

(II) 160 acres in the NW\(\frac{1}{4}\); and

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

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

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

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

(I) 320 acres in the N\(\frac{1}{2}\);

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

(III) 160 acres in the SW\(\frac{1}{4}\); and

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

(xvii) 513.49 acres in T. 26 N., R. 22 E., sec. 21, comprised of—
(I) 160 acres in the NW\(\frac{1}{4}\); and

(II) 353.49 acres in the S\(\frac{1}{2}\).

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

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

(I) 320 acres in the N\(\frac{1}{2}\);

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

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

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

(I) 320 acres in the S\(\frac{1}{2}\); and

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

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

(I) 58.25 acres in lot 3;

(II) 58.5 acres in lot 4;

(III) 58.76 acres in lot 5;

(IV) 40 acres in the NW\(\frac{1}{4}\) of the NE\(\frac{1}{4}\);

(V) 160 acres in the SW\(\frac{1}{4}\); and
(VI) 80 acres in the W\(\frac{1}{2}\) of the SE\(\frac{1}{4}\).

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

(I) 24.36 acres in lot 1;

(II) 24.35 acres in lot 2; and

(III) 40 acres in the SW\(\frac{1}{4}\) of the SW\(\frac{1}{4}\).

(xxiii) 97.40 acres in T. 27 N., R. 21 E., sec. 2, comprised of—

(I) 24.34 acres in lot 1;

(II) 24.35 acres in lot 2;

(III) 24.35 acres in lot 3; and

(IV) 24.36 acres in lot 4.

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

(I) 24.36 acres in lot 1;

(II) 24.36 acres in lot 2;

(III) 40 acres in lot 8;

(IV) 40 acres in lot 11; and

(V) 40 acres in lot 12.

(xxv) 80 acres in T. 27 N., R. 21 E., sec. 11, comprised of—

(I) 40 acres in the NW\(\frac{1}{4}\) of the SW\(\frac{1}{4}\); and
(II) 40 acres in the SW¼ of the
NW¼.

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

(I) 80 acres in the E½ of the
SW¼;

(II) 40 acres in the NW¼ of the
NW¼; and

(III) 80 acres in the S½ of the
NW¼.

(xxvii) 38.87 acres in the NW¼ of
the SW¼ of T. 27 N., R. 21 E., sec. 19.

(xxviii) 40 acres in the SE¼ of the
NE¼ of T. 27 N., R. 21 E., sec. 23.

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

(I) 80 acres in the E½ of the
NW¼;

(II) 160 acres in the NE¼;

(III) 40 acres in the NE¼ of the
SE¼; and

(IV) 40 acres in the SW¼ of the
SW¼.

(XXX) 120 acres in T. 27 N., R. 21 E.,
sec. 25, comprised of—
(I) 80 acres in the S\(\frac{1}{2}\) of the NE\(\frac{3}{4}\); and

(II) 40 acres in the SE\(\frac{1}{4}\) of the NW\(\frac{3}{4}\).

(xxxi) 40 acres in the NE\(\frac{3}{4}\) of the SE\(\frac{1}{4}\) of T. 27 N., R. 21 E., sec. 26.

(xxxii) 160 acres in the NW\(\frac{3}{4}\) of T. 27 N., R. 21 E., sec. 27.

(xxxiii) 40 acres in the SW\(\frac{1}{4}\) of the SW\(\frac{3}{4}\) of T. 27 N., R. 21 E., sec. 29.

(xxxiv) 40 acres in the SW\(\frac{1}{4}\) of the NE\(\frac{3}{4}\) of T. 27 N., R. 21 E., sec 30.

(xxxv) 120 acres in T. 27 N., R. 21 E., sec. 33, comprised of—

(I) 40 acres in the SE\(\frac{1}{4}\) of the NE\(\frac{3}{4}\); and

(II) 80 acres in the N\(\frac{1}{2}\) of the SE\(\frac{1}{4}\).

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

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

(II) 160 acres in the NE\(\frac{3}{4}\);

(III) 80 acres in the S\(\frac{1}{2}\) of the NW\(\frac{3}{4}\); and
(IV) 40 acres in the SE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\).

(xxxvii) 133.44 acres in T. 27 N., R. 22 E., sec. 4, comprised of—

(I) 28.09 acres in lot 5;

(II) 25.35 acres in lot 6;

(III) 40 acres in lot 10; and

(IV) 40 acres in lot 15.

(xxxviii) 160 acres in T. 27 N., R. 22 E., sec. 7, comprised of—

(I) 40 acres in the NE\(\frac{1}{4}\) of the NE\(\frac{1}{4}\);

(II) 40 acres in the NW\(\frac{1}{4}\) of the SW\(\frac{1}{4}\); and

(III) 80 acres in the W\(\frac{1}{2}\) of the NW\(\frac{1}{4}\).

(xxxix) 120 acres in T. 27 N., R. 22 E., sec. 8, comprised of—

(I) 80 acres in the E\(\frac{1}{2}\) of the NW\(\frac{1}{4}\); and

(II) 40 acres in the NE\(\frac{1}{4}\) of the SW\(\frac{1}{4}\).

(xl) 40 acres in the SW\(\frac{1}{4}\) of T. 27 N., R. 22 E., sec. 9.
(xli) 40 acres in the NE¼ of the SW¼ of T. 27 N., R. 22 E., sec. 17.

(xlii) 40 acres in the NW¼ of the NW¼ of T. 27 N., R. 22 E., sec. 19.

(xliii) 40 acres in the SE¼ of the NW¼ of T. 27 N., R22 E., sec. 20.

(xlv) 52.36 acres in the SE¼ of the SE¼ of T. 27 N., R. 22 E., sec. 31.

(xlvi) 40 acres in the NE¼ of the SW¼ of T. 28 N., R. 22 E., sec. 29.

(xlvii) 40 acres in the NE¼ of the NE¼ of T. 26 N., R. 21 E., sec. 7.

(xlviii) 40 acres in the SW¼ of the NW¼ of T. 26 N., R. 21 E., sec. 12.

(xlix) 42.38 acres in the NW¼ of the NE¼ of T. 26 N., R. 22 E., sec. 6.


(li) 80 acres in the E½ of the NE¼ of T. 26 N., R. 22 E., sec. 20.

(lii) 240 acres in T. 26 N., R. 22 E., sec. 30, comprised of—
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(I) 80 acres in the E¼ of the NE¼;

(II) 80 acres in the N¼ of the SE¼;

(III) 40 acres in the SE¼ of the NW¼; and

(IV) 40 acres in the SW¼ of the NE¼.

(B) DEPARTMENT OF AGRICULTURE PARCELS.—The parcels of approximately 3,519.3 acres of trust land that has been converted to fee land, judicially foreclosed on, and acquired by the Department of Agriculture described in clauses (i) through (iii).

(i) BENJAMIN KIRKALDIE.—The land described in this clause is 640 acres in T. 29 N., R. 26 E., comprised of—

(I) the SW¼ of sec. 27;

(II) the NE¼ of sec. 33; and

(III) the W½ of sec. 34.

(ii) EMMA LAMEBULL.—The land described in this clause is 320 acres in the N½ of T. 30 N., R. 23 E., sec. 28.
(iii) ALFRED MINUGH.—The land described in this clause is 2,559.3 acres, comprised of—

(I) T. 28 N., R. 24 E., including—

(aa) of sec. 16—

(AA) the E 1⁄2, W 1⁄2,

E 1⁄2, W 1⁄2, W 1⁄2, W 1⁄2, NE 1⁄4;

(BB) the E 1⁄2, E 1⁄2,

W 1⁄2, W 1⁄2, NE 1⁄4;

(CC) the E 1⁄2, W 1⁄2,

NE 1⁄4;

(DD) the W 1⁄2, E 1⁄2,

NE 1⁄4;

(EE) the W 1⁄2, E 1⁄2,

E 1⁄2, NE 1⁄4;

(FF) the W 1⁄2, W 1⁄2,

E 1⁄2, E 1⁄2, E 1⁄2, NE 1⁄4; and

(GG) the SE 1⁄4;

(bb) all of sec. 21;

(ec) the S 1⁄2 of sec. 22; and

(dd) the W 1⁄2 of sec. 27;

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

(aa) the S 1⁄2 of sec. 1; and
(bb) the N\(\frac{1}{2}\) of sec. 12;

(III) 39.9 acres in T. 29 N., R. 26 E., PMM, sec. 6, lot 2;

(iv) T. 30 N., R. 26 E., PMM, including—

(aa) 39.4 acres in sec. 3, lot 2;

(bb) the SW\(\frac{1}{4}\) of the SW\(\frac{1}{4}\) of sec. 4;

(cc) the E\(\frac{1}{2}\) of the SE\(\frac{1}{4}\) of sec. 5;

(dd) the S\(\frac{1}{2}\) of the SE\(\frac{1}{4}\) of sec. 7; and

(ee) the N\(\frac{1}{2}\), N\(\frac{1}{2}\), NE\(\frac{1}{4}\) of sec. 18; and

(v) T. 31 N., R. 26 E., PMM, the NW\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of sec. 31.

(C) GRINNELL LANDS.—The following parcels, known as the “Grinnell Lands”:

(i) 547.20 acres in T. 25 N., R. 24 E., sec. 1, exterior to the CERCLA boundary, comprised of—

(I) lots 1 through 12; and

(II) 160 acres of the SW\(\frac{1}{4}\).
(ii) 275.55 acres in T. 25 N., R. 24 E., see. 11, exterior to the CERCLA boundary.

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

(I) lots 1 through 12;

(II) 40 acres in each of—

(aa) the SESW;

(bb) the SWSW;

(cc) the NESW; and

(dd) the NWSW; and

(III) 135.73 acres of the SE1/4.

(iv) 463.99 acres in T. 25 N., R. 24 E., see. 3, comprised of—

(I) lots 5 through 15; and

(II) 160 acres of the SE1/4.

(v) 109.48 acres in T. 25 N., R. 24 E., see. 10, comprised of—

(I) lot 5; and

(II) 80 acres of the N1/2 of the NE1/4.

(vi) 139.17 acres in T. 25 N., R. 24 E., see. 12, exterior to the CERCLA boundary, comprised of—

(I) lots 14 and 15; and
(II) 80 acres of the N½ of the NW¼.

(vii) 322.77 acres in T. 25 N., R. 24 E., sec. 16, comprised of—

(I) lots 9 through 12; and

(II) 160 acres of the S½ of the S¼.

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

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

(II) 40 acres of the NW¼ of the SE¼;

(III) 80 acres of the N½ of the SW¼; and

(IV) 160 acres of the S½ of the S¼.

(ix) 320 acres in the W½ of T. 25 N., R. 24 E., sec. 21, exterior to the CERCLA boundary.

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

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

(I) lots 4 through 17;
(II) 40 acres of the NW¼ of the
SE¼; and

(III) 160 acres of the SW¼.

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

(I) lots 1 through 12; and

(II) 320 acres of the S½.

E., sec. 5, comprised of—

(I) lots 1 through 12; and

(II) 320 acres of the S½.

(xiv) 543.56 acres in T. 25 N., R. 25
E., sec. 6, exterior to the CERCLA bound-
ary, comprised of—

(I) lots 1 through 12; and

(II) 160 acres of the SE¼.

(xv) 480 acres in T. 25 N., R. 25 E.,
sec. 8, exterior to the CERCLA boundary,
comprised of—

(I) 320 acres of the N½; and

(II) 160 acres of the SE¼.

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

(xvii) 202.76 acres in T. 25 N., R. 25
E., sec. 10, comprised of—
(I) lots 6 through 11; and

(II) 80 acres of the W1/2 of the NW1/4.

(xviii) 17.66 acres in T. 26 N., R. 24 E., sec. 22, lot 3.

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

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

(I) lots 5 through 10;

(II) 160 acres of the SW1/4;

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

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

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

(I) lots 2 through 5;

(II) 320 acres of the S1/2; and

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

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

(xxiii) 291.60 acres in T. 26 N., R. 24 E., sec. 34, comprised of—
(I) lots 5 through 8;

(II) 160 acres of the E\(\frac{1}{2}\) of the E\(\frac{1}{2}\); and

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

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

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

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

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

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

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

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

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

(I) lots 1 through 4;

(II) 320 acres of the E\(\frac{1}{2}\); and

(III) 160 acres of the E\(\frac{1}{2}\) of the W\(\frac{1}{2}\).

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

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

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

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

(I) lots 5 through 10;

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

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

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

(D) BUREAU OF RECLAMATION PARCELS.—
(i) IN GENERAL.—Subject to clause (ii), the Bureau of Reclamation land described in clause (iii) shall be transferred by the United States to the Fort Belknap Indian Community without charge, to be held in trust by the United States for the benefit of the Fort Belknap Indian Community.

(ii) RESTRICTIONS.—

(I) IN GENERAL.—A transfer under this subparagraph shall not occur unless and until a cooperative agreement has been negotiated among the Bureau of Reclamation, the Bureau of Indian Affairs, and the Fort Belknap Indian Community—

(aa) to ensure that the Bureau of Reclamation and any successor in interest, including the Malta Irrigation District, shall retain adequate rights-of-way to carry out OM&R, consistent with all applicable laws and any delivery contracts within the Reservation in effect on the date of en-
actment of this Act, at the Milk River Project and Dodson;

(bb) to manage and implement the planning, design, and construction activities described in this section; and

(ec) to agree on the uses to which the Fort Belknap Indian Community may put the land described in clause (iii).

(II) MILK RIVER PROJECT.—The transfer of the Bureau of Reclamation land described in clause (iii) shall be subject to—

(aa) the right of ingress and egress by personnel of the Bureau of Reclamation, the Malta Irrigation District (or a successor in interest to the Malta Irrigation District), and other authorized personnel for Milk River Project purposes;

(bb) all existing rights-of-way of record or in use for Dodson and access to Dodson for...
Milk River Project purposes, as determined by the Bureau of Reclamation, the Malta Irrigation District (or a successor in interest to the Malta Irrigation District), and authorized personnel; and

(cc) the right of the Bureau of Reclamation and the Malta Irrigation District (or a successor in interest to the Malta Irrigation District)—

(AA) to seep, flood, and overflow the transferred land for Milk River Project purposes; and

(BB) to prohibit the construction of permanent structures on the transferred land, except as provided in the cooperative agreement under subclause (I) and except to meet the requirements of the irrigation project.
(iii) Description of Land.—The Bureau of Reclamation land to be transferred under this subparagraph is the approximately 2,575 acres of land owned by the United States on the northeast corner of the Reservation, comprised of—

(I) 310.97 acres in T. 30 N., R. 26 E., sec. 1, comprised of—

(aa) 10.15 acres in lot 10;

(bb) 37.96 acres in lot 11;

(cc) 37.90 acres in the NE¼ of the SW¼;

(dd) 10.06 acres in the NW¼ of the NW¼;

(ee) 40 acres in the NW¼ of the SE¼;

(ff) 2.18 acres in the SE¼ of the NW¼;

(gg) 30.20 acres in the SE¼ of the SE¼;

hh) 34.53 acres in the SE¼ of the SW¼;

(ii) 23.30 acres in the SW¼ of the NE¼;
(jj) 15.76 acres in the SW\(\frac{1}{4}\) of the NW\(\frac{1}{4}\);

(kk) 32.17 acres in the SW\(\frac{1}{4}\) of the SE\(\frac{1}{4}\); and

(ll) 36.76 acres in the NW\(\frac{1}{4}\) of the SW\(\frac{1}{4}\);

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

(aa) 15.79 acres in the NE\(\frac{1}{4}\) of the NE\(\frac{1}{4}\) (all except lot 5); and

(bb) 0.02 acres in the SE\(\frac{1}{4}\) of the NE\(\frac{1}{4}\) (all except lot 6);

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

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

(aa) 7.72 acres in lot 7;

(bb) 6.98 acres in lot 8;

(cc) 11.40 acres in lot 9;

(dd) 2.34 acres in lot 10;

(ee) 27.49 acres in lot 11;

(ff) 30.60 acres in lot 12;

(gg) 13.26 acres in lot 13;

and
(hh) 34.22 acres in lot 14;

(V) 150.07 acres in T. 31 N., R. 26 E., sec. 18, comprised of—

(aa) 26.64 acres in lot 9;

(bb) 21.16 acres in lot 10;

(cc) 12.12 acres in lot 11;

(dd) 21 acres in lot 13;

(ee) 28.76 acres in lot 14;

(ff) 12.92 acres in the NW ¼ of the SW ¼;

(gg) 23.80 acres in the SE ¼ of the SW ¼; and

(hh) 3.67 acres in the SW ¼;

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

(aa) 27.66 acres in the NE ¼ of the NE ¼ (all except lots 1 and 2);

(bb) 4.67 acres in the NW ¼ of the NE ¼ (all except lot 3); and

(ce) 27.97 acres in the SE ¼ of the NE ¼ (all except lot 4);
(VII) 420.37 acres in T. 31 N.,
R. 26 E., sec. 20, comprised of—

(aa) 39.29 acres in lot 2;
(bb) 39.03 acres in lot 3;
(cc) 37.21 acres in lot 4;
(dd) 17.17 acres in the NE ¼ of the NW ¼;

(ee) 40 acres in the NE ¼ of the SE ¼;

(ff) 24.34 acres in the NE ¼ of the SW ¼ (all except lot 11);

(gg) 8.54 acres in the NW ¼ of the NW ¼ (all except lot 7);

(hh) 37.20 acres in the NW ¼ of the SE ¼ (all except lot 10);

(ii) 18.94 acres in the SE ¼ of the NW ¼ (all except lot 8);

(jj) 40 acres in the SE ¼ of the SE ¼;

(kk) 38.65 acres in the SW ¼ of the NE ¼ (all except lot 9);

(ll) 40 acres in the SW ¼ of the NW ¼; and
(mm) 40 acres in the SW\textsuperscript{1/4} of the SE\textsuperscript{1/4};

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

(aa) 19.29 acres in lot 4;

(bb) 11.12 acres in lot 7;

(ee) 20.08 acres in lot 8;

(dd) 19.11 acres in lot 10;

(ee) 29.72 acres in lot 11;

(ff) 39 acres in lot 12;

(gg) 26.93 acres in lot 13;

(hh) 40 acres in the NW\textsuperscript{1/4} of the SW\textsuperscript{1/4};

(ii) 40 acres in the SE\textsuperscript{1/4} of the SW\textsuperscript{1/4};

(jj) 40 acres in the SW\textsuperscript{1/4} of the SW\textsuperscript{1/4}; and

(kk) 40 acres in the SW\textsuperscript{1/4} of the SE\textsuperscript{1/4};

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

(aa) 25.87 acres in lot 5;

(bb) 32.01 acres in lot 6;

(cc) 27.49 acres in lot 7;

and
(dd) 12.68 acres in lot 8;

(X) 156.21 acres in T. 31 N., R. 26 E., sec. 26, comprised of—

(aa) 35.32 acres in lot 3;

(bb) 24.34 acres in lot 6;

(cc) 40 acres in the NW¼ of the SW¼;

(dd) 16.60 acres in the SE¼ of the SW¼;

(ee) 24.20 acres in the SW¼ of the SE¼;

(ff) 0.12 acres in the SE¼ of the SE¼; and

(gg) 15.63 acres in the SW¼ of the SW¼;

(XI) 440.99 acres in T. 31 N., R. 26 E., sec. 27, comprised of—

(aa) 32.05 acres in lot 4;

(bb) 39.32 acres in lot 5;

(cc) 19.89 acres in lot 6;

(dd) 39.97 acres in lot 7;

(ee) 21.75 acres in lot 8;

(ff) 40 acres in the NE¼ of the SE¼;
(gg) 40 acres in the NE ¼ of the SW ¼;

(hh) 40 acres in the NW ¼ of the SE ¼;

(ii) 40 acres in the NW ¼ of the SW ¼;

(jj) 40 acres in the SE ¼ of the NW ¼;

(kk) 11.52 acres in the SE ¼ of the SE ¼;

(ll) 3.38 acres in the SE ¼ of the SW ¼;

(mm) 35.55 acres in the SW ¼ of the NW ¼;

(nn) 7.48 acres in the SW ¼ of the SE ¼; and

(oo) 30.08 acres in the SW ¼ of the SW ¼;

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

(aa) 39.97 acres in lot 1;

(bb) 11.63 acres in the NE ¼ of the NW ¼ (all except lot 3);
(ee) 30.76 acres in the NE¼ of the SE¼ (all except lot 6);
(dd) 34.26 acres in the NW¼ of the NE¼ (all except lot 2);
(ee) 13.04 acres in the NW¼ of the SE¼ (all except lot 7);
(ff) 19.65 acres in the SE¼ of the NE¼ (all except lot 5);
(gg) 2.98 acres in the SE¼ of the SE¼ (all except lot 8); and
(hh) 17.29 acres in the SW¼ of the NE¼;
(XIII) 59.34 acres in T. 31 N., R. 26 E., sec. 29, comprised of—
(aa) 32.97 acres in the NE¼ of the NE¼ (all except lot 1); and
(bb) 26.37 acres in the NW¼ of the NE¼ (all except lot 2);
(XIV) 134.54 acres in T. 31 N.,
R. 26 E., sec. 35, comprised of—

(aa) 24.59 acres in the
NE¼ of the NE¼ (all except lot 1);

(bb) 35.52 acres in the
NE¼ of the SE¼ (all except lot 4);

(ce) 5.57 acres in the NW¼
of the NE¼ (all except lot 2);

(dd) 40 acres in the SE¼ of
the NE¼;

(ce) 24.20 acres in the SE¼
of the SE¼ (all except lot 5);

and

(ff) 4.66 acres in the SW¼
of the NE¼ (all except lot 3);

and

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

(aa) 15.43 acres in lot 10;

(bb) 30.15 acres in lot 11;

and
(cc) 11.29 acres in the SW¼ of the NW¼ (all except lot 12).

(4) EXISTING RIGHTS AND USES.—

(A) USES.—

(i) IN GENERAL.—Subject to clause (ii), any use (including grazing) authorized under a valid lease, permit, or right-of-way on land transferred under this subsection, as in effect on the date of the transfer, shall remain in effect until the date on which the lease, permit, or right-of-way expires.

(ii) EXCEPTION.—Clause (i) shall not apply if the holder of the lease, permit, or right-of-way requests an earlier termination of the lease, permit, or right-of-way, in accordance with existing law.

(B) IMPROVEMENTS.—Any improvements constituting personal property (as defined by State law) on land transferred under this subsection by the holder of the lease, permit, or right-of-way—

(i) shall remain the property of the holder; and
(ii) shall be removed not later than 90 days after the date on which the lease, permit, or right-of-way expires, unless the Fort Belknap Indian Community and the holder agree otherwise.

(C) PAYMENTS.—The Secretary shall disburse to the Fort Belknap Indian Community any amounts that accrue to the United States under a lease, permit, or right-of-way on land described in paragraph (3) from any sale, bonus, royalty, or rental relating to that land in the same manner as amounts received from other land held by the Secretary in trust for the Fort Belknap Indian Community.

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

(A) unless the United States or the Fort Belknap Indian Community request an additional survey for the transferred land, the description of land under this section shall be controlling;

(B) if a survey is requested, the Secretary and the Fort Belknap Indian Community shall jointly provide for the survey of the land, including any mining claims; and
(C) the descriptions under this section or any survey under subparagraph (B) shall control the total acreage to be transferred.

(6) DATE OF TRANSFER.—

(A) LAND.—

(i) IN GENERAL.—Subject to clause (ii), the transfer of land to the United States to be held in trust for the Fort Belknap Indian Community under this subsection shall take effect on the issuance of a trust deed, which shall be issued as expeditiously as practicable after notice of the enforceability date is published in the Federal Register.

(ii) LIMIT.—Notwithstanding clause (i), all transfers shall be completed by not later than 15 years after the date of enactment of this Act.

(B) WAIVERS.—A waiver and release of claims under subsections (a) and (b) of section 10 relating to land described in subparagraph (A) shall take effect on the date on which all of the land transfers for land described in subparagraph (A) are complete.
(7) Total amount of Federal land to be transferred.—The total amount of Federal land to be transferred under this subsection is approximately 30,844 acres.

(c) Foreclosed land.—Any trust land within the Reservation that has been or is foreclosed on by the United States shall be transferred to the United States to be held in trust for the Fort Belknap Indian Community by—

(1) not later than 15 years after the date of enactment of this Act, if the foreclosure occurs before the date of enactment of this Act; or

(2) not later than 15 years after the date of the foreclosure, if the foreclosure occurs after the date of enactment of this Act.

(d) Impacts on local governments.—The Secretary may, at the discretion of the Secretary, try to ensure that land to be exchanged under this section is selected in a manner that minimizes the financial impact of the exchange on local governments.

(e) Water rights.—

(1) Acquisition.—Beginning on the date of the applicable transfer of land to the United States to be held in trust for the Fort Belknap Indian Community under this section, if any Federal, State,
or fee land transferred under this section is subject to a water right in existence on the date of the transfer, the United States, as trustee for the benefit of the Fort Belknap Indian Community, shall be the successor in interest with respect to the water right, in accordance with the terms and conditions that applied to the predecessor in interest.

(2) No Reserved Water Rights.—No land transferred under this section shall be the basis for any claim by the Fort Belknap Indian Community to any new, additional, or supplemental Federal reserved water right.

(f) Transfer of Title.—Title to all land acquired by the United States under this section shall be transferred, subject to applicable laws, without charge, to the United States, to be held in trust for the benefit of the Fort Belknap Indian Community as part of the exterior boundary of the Reservation, pursuant to such method of conveyance as the Secretary determines to be necessary.

(g) Jurisdiction of Grinnell Lands.—

(1) In General.—Notwithstanding any other provision of Federal law, beginning on the date on which the conditions described in paragraph (2) are met, the Fort Belknap Indian Community Council shall have administrative, regulatory, and judicial ju-
risdiction over the Grinnell Lands described in subsection (b)(3)(C), including jurisdiction over public
recreational access, hunting, and fishing, and nat-

ural resource management.

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

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

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

(3) REGULATIONS.—

(A) IN GENERAL.—Any regulations pro-
mulgated by the Fort Belknap Indian Commu-
nity pursuant to the jurisdiction of the Fort
Belknap Indian Community under paragraph (1) shall be subject to—

(i) a 30-day notice and comment period provided by the Secretary to the State; and

(ii) after that period, the approval of the Secretary, subject to subparagraph (B).

(B) SECRETARIAL APPROVAL.—Not later than 180 days after the date on which the notice and comment period under subparagraph (A)(i) ends, the Secretary shall approve or disapprove the regulations.

(4) NOTIFICATION AFTER FEDERAL OR STATE AMENDMENT.—

(A) IN GENERAL.—If an applicable Federal or State hunting and fishing or recreational access law or regulation is amended after the date on which jurisdiction over that law or regulation on the Grinnell Lands described in subsection (b)(3)(C) is transferred to the Fort Belknap Indian Community Council under this subsection, the head of the appropriate Federal or State agency, as applicable,
shall promptly notify the Fort Belknap Indian Community Council of the amendment.

(B) Response.—

(i) In general.—Subject to clause (ii), not later than 120 days after the date on which notification is provided to the Fort Belknap Indian Community Council under subparagraph (A), the Fort Belknap Indian Community Council shall—

(I) amend the regulations of the Fort Belknap Indian Community Council to comply with the amended law or regulation; and

(II) notify the Secretary of the amendment.

(ii) Secretarial approval.—An amendment by the Fort Belknap Indian Community Council under clause (i) shall be subject to the approval of the Secretary, who shall approve the amendment by not later than 90 days after the date on which the Secretary receives notice of the amendment under clause (i)(II).

(iii) Failure to respond.—If the Fort Belknap Indian Community Council
fails to comply with clause (i), regulatory
jurisdiction shall revert to the United
States under paragraph (1) until the ear-
lier of—

(I) such time as the regulations
of the Fort Belknap Indian Commu-
nity comply with the amended Federal
or State law or regulation; and

(II) the date described in para-
graph (5).

(5) REGULATION BY FORT BELKNAP INDIAN
COMMUNITY COUNCIL.—Notwithstanding any other
 provision of law, beginning on the date that is 25
 years after the date of enactment of this Act—

(A) the Fort Belknap Indian Community
 Council may regulate the Grinnell Lands de-
scribed in subsection (b)(3)(C) under, and ac-
cording to, Tribal law, subject to such approval
by the Secretary as may be required for any
other Tribal law; and

(B) the other provisions of this subsection
shall not apply.

(h) ENVIRONMENTAL ANALYSIS.—Notwithstanding
section 4(c), in preparing an environmental assessment or
environmental impact statement pursuant to section
102(2) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)) for the acquisition of State land parcels and the conveyance of Federal land under this section, the Secretary shall only be required to study, develop, and describe—

(1) the proposed agency action; and

(2) the alternative of no action.

SEC. 7. STORAGE ALLOCATION FROM LAKE ELWELL.

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

(1) IN GENERAL.—The Secretary shall permanently allocate to the Fort Belknap Indian Community 20,000 acre-feet per year of water stored in Lake Elwell for use by the Fort Belknap Indian Community for any beneficial purpose on or off the Reservation, under a water right held by the United States and managed by the Bureau of Reclamation for the benefit of the Fort Belknap Indian Community, as measured—

(A) by direct diversion from the Reservoir or at the outlet works of the Tiber Dam; or

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

(2) SOURCE OF ALLOCATION.—
(A) **In General.**—For each applicable year, the Fort Belknap Indian Community shall take the allocation under paragraph (1) from the active conservation pool or the joint-use pool of the reservoir in such quantities as are sufficient to satisfy the total annual allocation.

(B) **Priority.**—The allocation under paragraph (1) to the Fort Belknap Indian Community shall take priority over any and all instream flow and recreational uses of the applicable water.

(b) **Treatment.**—

(1) **In General.**—The allocation under subsection (a) to the Fort Belknap Indian Community shall be considered to be a part of the Tribal water rights.

(2) **Priority Date.**—The priority date of the allocation under subsection (a) to the Fort Belknap Indian Community shall be the priority date of the Lake Elwell water right held by the Bureau of Reclamation.

(3) **Administration.**—

(A) **In General.**—The Fort Belknap Indian Community shall administer the water al-
located under subsection (a) in accordance with—

(i) the Compact;

(ii) this Act; and

(iii) Tribal law.

(B) TEMPORARY TRANSFER.—In accordance with subsection (d), the Fort Belknap Indian Community may temporarily transfer off the Reservation, by service contract, lease, exchange, or other agreement, the water allocated under subsection (a), subject to—

(i) the approval of the Secretary; and

(ii) the requirements of the Compact.

(C) EXCEPTION.—Notwithstanding subparagraph (A), paragraphs (1) through (3) of article IV.A.5.b. of the Compact shall not apply to any annual allocation under this subsection, except to the extent that article limits the use of the allocation to a location within the Missouri River Basin.

(c) ALLOCATION AGREEMENT.—

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

(2) **Inclusions.**—The agreement under para-
 graph (1) shall include provisions establishing that—
 (A) the agreement shall be without limit as to term;
 (B) the Fort Belknap Indian Community, and not the United States, shall be entitled to all consideration due to the Fort Belknap In-
dian Community under any lease, contract, or agreement entered into by the Fort Belknap In-
dian Community pursuant to subsection (d);
 (C) the United States shall have no obliga-
tion to monitor, administer, or account for—
 (i) any funds received by the Fort Belknap Indian Community as consider-
ation under any lease, contract, or agree-
ment entered into by the Fort Belknap In-
dian Community pursuant to subsection (d); or
 (ii) the expenditure of those funds;
 (D) if the capacity or function of Lake Elwell facilities are significantly reduced, or are anticipated to be significantly reduced, for an extended period of time, the Fort Belknap In-
dian Community shall have the same storage rights as other storage contractors with respect to the allocation under this section;

(E) the costs associated with the construction of the storage facilities at Tiber Dam allocable to the Fort Belknap Indian Community shall be nonreimbursable;

(F) no water service capital charge shall be due or payable for any water allocated to the Fort Belknap Indian Community under this section or the allocation agreement, regardless of whether that water is delivered for use by the Fort Belknap Indian Community or under a lease, contract, or agreement entered into by the Fort Belknap Indian Community pursuant to subsection (b)(3)(B);

(G) the Fort Belknap Indian Community shall not be required to make payments to the United States for any water allocated to the Fort Belknap Indian Community under this section or the allocation agreement, except for each acre-foot of stored water leased or transferred for industrial purposes as described in subparagraph (H);
(H) for each acre-foot of stored water leased or transferred by the Fort Belknap Indian Community for industrial purposes—

(i) the Fort Belknap Indian Community shall pay annually to the United States an amount necessary to cover the proportional share of the annual operation, maintenance, and replacement costs allocable to the quantity of water leased or transferred by the Fort Belknap Indian Community for industrial purposes; and

(ii) the annual payments of the Fort Belknap Indian Community shall be reviewed and adjusted, as appropriate, to reflect the actual operation, maintenance, and replacement costs for Tiber Dam; and

(I) the Fort Belknap Indian Community has the right to divert the water that is diverted or released under subsection (a)(1) directly from the Reservoir or from any point in the Missouri River to the Reservation to any point, as determined by the Fort Belknap Indian Community.

(d) AGREEMENT BY FORT BELKNAP INDIAN COMMUNITY.—The Fort Belknap Indian Community may use,
lease, contract, exchange, or enter into any other agree-
ment for the use of the water allocated to the Fort
Belknap Indian Community under subsection (a) if—

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

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

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

(f) NO CARRYOVER STORAGE.—The allocation under
subsection (a) shall not be increased by any unused Fort
Belknap Indian Community Tribal water rights from year-
to-year carryover storage.

(g) WATER DEVELOPMENT AND DELIVERY COSTS.—

(1) OBLIGATION TO PROVIDE FACILITY FOR
TRANSPORT TO RESERVATION.—Except as otherwise
provided in this Act, the United States shall have no
obligation under this Act to provide any facility for
the transport to the Reservation or any other loca-
tion of the water allocated under this section to the
Fort Belknap Indian Community relating to the re-
lease of Tribal water rights from Lake Elwell Dam
and Reservoir in accordance with a request from the Fort Belknap Indian Community.

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

SEC. 8. MILK RIVER PROJECT.

(a) MILK RIVER PROJECT MODIFICATIONS.—

(1) PROCEDURES.—

(A) IN GENERAL.—The Commissioner, in consultation with the Assistant Secretary for Indian Affairs, the Fort Belknap Indian Community, the Joint Board, and other affected stakeholders, shall modify the operating procedures of the Milk River Project as the Commissioner determines to be necessary to ensure that the Fresno Reservoir is operated in accordance with article III.A.2. and article IV.E. of the Compact.

(B) 1946 FRESNO RESERVOIR AGREEMENT.—

(i) IN GENERAL.—The Commissioner shall carry out such actions as the Commissioner determines to be necessary to
provide a more equitable accounting of the
\( \frac{1}{7} \) share of the Fort Belknap Indian Com-
munity to the Fresno Reservoir total quan-
tity of stored water available for use dur-
ing each irrigation season from the waters
of the Milk River that are impounded and
stored in the Fresno Reservoir under the
agreement between the Commissioner and
the Assistant Secretary of Indian Affairs
relating to the Milk River Project, num-
bered I–1–Ind. 18725, and dated July 8,
1946.

(ii) ADDITIONAL CONSIDERATIONS.—
In addition to the \( \frac{1}{7} \) share described in
clause (i), the Commissioner shall take into
consideration and fully account for the
right of the Fort Belknap Indian Commu-
nity to the Milk River consistent with arti-
icle III.A.1. of the Compact.

(iii) DOWNSTREAM RELEASE.—Any
water stored on behalf of the Fort Belknap
Indian Community in the Fresno Reservoir
that is available at the end of each irriga-
tion season shall be released downstream,
in a manner to be determined by the Fort
Belknap Indian Community, for storage in the proposed Fort Belknap Reservoir.

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

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

(b) Milk River Coordinating Committee.—

(1) In general.—The Secretary, acting through the Commissioner, the Director of the Bureau of Indian Affairs, the Director of the United States Geological Survey, the Director of the United States Fish and Wildlife Service, and the Director of the Bureau of Land Management, may participate in the Milk River Coordinating Committee pursuant to article IV.C. of the Compact.
(2) **Inapplicability of Federal Advisory Committee Act.**—The Federal Advisory Committee Act (5 U.S.C. App.) shall not apply to the Milk River Coordinating Committee.

(3) **Technical Support.**—The Secretary may—

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

(i) pursuant to the Milk River Project;

(ii) under applicable contracts; and

(iii) by the Fort Belknap Indian Community; and

(B) provide such other technical support as the Milk River Coordinating Committee may request, including the maintenance of gages necessary to account for daily diversions from the Milk River.

(4) **Coordination of Storage and Release.**—Notwithstanding article IV.C.11. of the Compact, the Secretary (acting through the Commissioner), and in consultation with the Milk River Coordinating Committee, shall develop an accounting for the coordination of storage and release of water from Federal storage facilities within the federally owned portion of the Milk River Project.
(c) MILK RIVER PROJECT MITIGATION.—

(1) IN GENERAL.—The State, in consultation with the Secretary, the Fort Belknap Indian Community, the Joint Board, and other affected stakeholders, shall use funds made available under subsection (d) and section 12(f) to provide grants for projects for mitigation of the Milk River Project in accordance with—

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

(B) this Act.

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

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

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

(d) **State Contributions.**—

(1) **In General.**—The Secretary shall treat as a State contribution to mitigation of the Milk River Project—

(A) the difference between—

(i) the $9,500,000 authorized by the Act of April 28, 2005 (chapter 499, section 2(2), 2005 Mont. Laws 1978); and

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

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

(2) **Additional Contributions.**—The Secretary shall request that the State provide, in addition to the amounts described in paragraph (1)—

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

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

(3) Treatment of Contributions.—A con-
tribution by the State under this subsection shall be
counted towards fulfillment of the obligation of the
State under article VI.B. of the Compact.

(4) Expenditure of Funds.—Subject to ap-
plicable State law, amounts provided by the State
under this subsection may be expended at any time
after the date on which funds are provided.

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

(e) Tribal Agreement Between the Fort
Belknap Indian Community and the Blackfeet
Tribe Related to the Milk River.—Section
3705(e)(1) of the Blackfeet Water Rights Settlement Act
(Public Law 114–322; 130 Stat. 1818) is amended by
striking “shall establish,” and inserting “shall establish,
by not later than 1 year after the date on which that 3-
year period ends,”.
SEC. 9. SATISFACTION OF CLAIMS.

(a) In General.—The benefits provided under this Act shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Fort Belknap Indian Community against the United States that is waived and released by the Fort Belknap Indian Community under section 10(a).

(b) Allottees.—The benefits realized by the allottees under this Act shall be in complete replacement of, complete substitution for, and full satisfaction of—

(1) all claims waived and released by the United States (acting as trustee for the allottees) under section 10(a)(2); and

(2) any claims of the allottees against the United States similar to the claims described in section 10(a)(2) that the allottee asserted or could have asserted.

SEC. 10. WAIVERS AND RELEASES OF CLAIMS.

(a) In General.—

(1) Waiver and release of claims by the Fort Belknap Indian Community and United States as trustee for the Fort Belknap Indian Community.—Subject to the reservation of rights and retention of claims under subsection (d), as consideration for recognition of the Tribal water rights and other benefits described in the Compact
and this Act, the Fort Belknap Indian Community, acting on behalf of the Fort Belknap Indian Community and members of the Fort Belknap Indian Community (but not any member of the Fort Belknap Indian Community as an allottee), and the United States, acting as trustee for the Fort Belknap Indian Community and the members of the Fort Belknap Indian Community (but not any member of the Fort Belknap Indian Community as an allottee), shall execute a waiver and release of all claims for water rights within the State that the Fort Belknap Indian Community, or the United States acting as trustee for the Fort Belknap Indian Community, asserted or could have asserted in any proceeding, including a State stream adjudication, on or before the enforceability date, except to the extent that such rights are recognized in the Compact and this Act.

(2) WAIVER AND RELEASE OF CLAIMS BY THE UNITED STATES AS TRUSTEE FOR ALLOTTEES.— Subject to the reservation of rights and the retention of claims under subsection (d), as consideration for recognition of the Tribal water rights and other benefits described in the Compact and this Act, the United States, acting as trustee for the 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, asserted or
could have asserted in any proceeding, including a
State stream adjudication, on or before the enforce-
ability date, except to the extent that such rights are
recognized in the Compact and this Act.

(3) Waiver and release of claims by the
Fort Belknap Indian Community against the
United States.—Subject to the reservation of
rights and retention of claims under subsection (d),
the Fort Belknap Indian Community, acting on be-
half of the Fort Belknap Indian Community and
members of the Fort Belknap Indian Community
(but not any member of the Fort Belknap Indian
Community as an allottee), shall execute a waiver
and release of all claims against the United States
(including any agency or employee of the United
States) relating to—

(A) 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, including a
general stream adjudication in the State, except
to the extent that such rights are recognized as Tribal water rights under this Act;

(B)(i) damage, loss, or injury to water, water rights, land, or natural resources due to loss of water or water rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights, if the claim first accrued on or before the enforceability date;

(ii) interference with, diversion of, or taking of water, if the claim first accrued on or before the enforceability date; or

(iii) failure to protect, acquire, replace, or develop water, water rights, or water infrastructure within the State, if the claim first accrued on or before the enforceability date;

(C) a failure to establish or provide a municipal rural or industrial water delivery system on the Reservation;

(D) a failure to provide for operation and maintenance, or deferred maintenance, for the Fort Belknap Indian Irrigation Project or any other irrigation system or irrigation project on the Reservation;
(E) the litigation of claims relating to the water rights of the Fort Belknap Indian Community in the State;

(F) the negotiation, execution, or adoption of the Compact (including exhibits); and

(G) the allocation of water of the Milk River and the St. Mary River (including tributaries) between the United States and Canada pursuant to the International Boundary Waters Treaty of 1909 (36 Stat. 2448).

(b) Effectiveness.—The waivers and releases under subsection (a) shall take effect on the enforceability date.

(c) Objections in Montana Water Court.—Nothing in this Act or the Compact prohibits the Fort Belknap Indian Community, a member of the Fort Belknap Indian Community, an allottee, or the United States in any capacity from objecting to any claim to a water right filed in any general stream adjudication in the Montana Water Court.

(d) Reservation of Rights and Retention of Claims.—Notwithstanding the waivers and releases under subsection (a), the Fort Belknap Indian Community, acting on behalf of the Fort Belknap Indian Community and members of the Fort Belknap Indian Community, and the
United States, acting as trustee for the Fort Belknap Indian Community and the allottees shall retain—

(1) all claims (including claims accruing after the enforceability date) relating to—

(A) enforcement of water rights recognized under the Compact, the settlement agreement, any final court decree, or this Act; and

(B) the land transfers required under section 6;

(2) all claims relating to—

(A) activities affecting the quality of water, including enforcement of any court decrees, any claims the Fort Belknap Indian Community might have pending in any court of competent jurisdiction as of the date of enactment of this Act, and any claims under—

(i) the CERCLA, including damages to natural resources;

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

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

(iv) any regulations implementing the Acts described in clauses (i) through (iii);
(B) damage, loss, or injury to land or natural resources that are not due to loss of water or water rights (including hunting, fishing, gathering, or cultural rights); and

(C) an action to prevent any person or party (as defined in sections 29 and 30 of article II of the Compact) from interfering with the enjoyment of the Tribal water rights;

(3) all claims arising under section 13(i) relating to the enforcement of any Federal, State, or Tribal law (including common law);

(4) all claims relating to off-Reservation hunting rights, fishing rights, gathering rights, or other rights;

(5) all claims relating to the right to use and protect water rights acquired after the date of enactment of this Act;

(6) all claims relating to the allocation of waters of the Milk River and the Milk River Project between the Fort Belknap Indian Community and the Blackfeet Tribe, pursuant to section 3705(c)(3) of the Blackfeet Water Rights Settlement Act (Public Law 114–322; 130 Stat. 1818); and
(7) all rights, remedies, privileges, immunities, and powers not specifically waived and released pursuant to this Act or the Compact.

(e) Effect of Compact and Act.—Nothing in the Compact or this Act—

(1) affects the authority of the Fort Belknap Indian Community to enforce the laws of the Fort Belknap Indian Community, including with respect to environmental protections;

(2) affects the ability of the United States, acting as a sovereign, to take any action authorized by law (including regulations), including any law relating to health, safety, or the environment, including—

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

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

(C) CERCLA;

(3) affects the ability of the United States to act as trustee for any other Indian Tribe or an allottee of any other Indian Tribe;

(4) confers jurisdiction on any State court—

(A) to interpret Federal law relating to health, safety, or the environment;
(B) to determine the duties of the United States or any other party pursuant to a Federal law relating to health, safety, or the environment;

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

(D) to interpret Tribal law; or

(5) waives any claim of a member of the Fort Belknap Indian Community in an individual capacity that does not derive from a right of the Fort Belknap Indian Community.

(f) ENFORCEABILITY DATE.—The enforceability date shall be the date on which the Secretary publishes in the Federal Register a statement of findings that—

(1) the members of the Fort Belknap Indian Community have voted to approve this Act and the Compact by a majority of votes cast on the day of the vote, as certified by the Secretary and the Fort Belknap Indian Community;

(2) (A) the Montana Water Court has issued a final judgment and decree approving the Compact and that decision has become final and nonappealable; or

(B) if the Montana Water Court is found to lack jurisdiction, the appropriate United States dis-
strict court has approved the Compact, and that decision has become final and nonappealable;

(3) all of the amounts authorized under section 12 have been appropriated and deposited in the designated accounts;

(4) the Secretary has executed the agreements with the Fort Belknap Indian Community as required under the Compact and this Act;

(5) the State has paid the requested amount under section 11(i); and

(6) the waivers and releases under subsection (a) have been executed by the Fort Belknap Indian Community and the Secretary.

(g) TOLLING OF CLAIMS.—

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

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

(h) VOIDING OF WAIVERS.—If the authority provided by this Act terminates under section 14—
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(1) the approval by the United States of the

Compact under section 4 shall no longer be effective;

(2) any waivers and releases executed by the

Fort Belknap Indian Community under this section

shall be void;

(3) any unexpended and unobligated Federal

funds appropriated or made available to carry out

the activities authorized by this Act, together with

any interest earned on those funds, shall be returned

to the Federal Government, unless otherwise agreed

to by the Fort Belknap Indian Community and the

United States; and

(4) all statutes of limitations applicable to any

claim subject to the waiver shall be tolled until June

30, 2035.

SEC. 11. FORT BELKNAP INDIAN COMMUNITY SETTLEMENT

TRUST FUND.

(a) DEFINITION OF PLAN.—

(1) IN GENERAL.—In this section, the term

“Plan” means the document entitled “Fort Belknap

Indian Community Comprehensive Water Develop-

ment Plan”, prepared by Natural Resources Con-


(2) INCLUSION.—In this section, the term

“Plan” includes any modification to the document
referred to in paragraph (1) that the Fort Belknap Indian Community determines to be necessary to account for conditions in existence at the time at which an activity is carried out pursuant to this section.

(b) Establishment.—

(1) In General.—The Secretary shall establish in the Treasury of the United States a trust fund, to be known as the “Fort Belknap Indian Community Settlement Trust Fund”, consisting of—

(A) the amounts deposited in the Trust Fund under subsection (d); and

(B) any interest earned on those amounts.

(2) Management; Availability.—Amounts in the Trust Fund shall—

(A) be managed, invested, and distributed by the Secretary; and

(B) remain available until expended.

(c) Accounts.—The Secretary shall establish in the Trust Fund the following accounts:

(1) The Fort Belknap Indian Community Tribal Land and Water Rehabilitation, Modernization, and Expansion Account, the principal and interest of which may be used to pay or reimburse costs incurred by the United States, the State, or the Fort
Belknap Indian Community for activities described in the Plan relating to—

(A) exchanging, transferring, or acquiring land;

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

(C) agricultural development;

(D) cultural preservation;

(E) water resources development; and

(F) other land- and water-related projects.

(2) The Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account, of which only the earned interest may be used to pay for activities described in the Plan relating to—

(A) the costs of administering the Tribal water rights, including through—

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

(ii) the establishment and operation of a Tribal water resources department; and

(B) the annual operation and maintenance costs for Tribal and allotted water resources projects.
(3) The Fort Belknap Indian Community Tribal Economic Development Account, the principal and interest of which may be used by the Fort Belknap Indian Community to pay the costs of such activities described in the Plan as the Fort Belknap Indian Community determines to be necessary to advance the economic development of the Fort Belknap Indian Community.

(4) The Fort Belknap Indian Community Domestic Water Supply and Wastewater Systems Account, the principal and interest of which may be used by the Fort Belknap Indian Community to pay the costs of activities described in the Plan relating to—

(A) preparation of a feasibility study and design of a water supply and sewer treatment system for the Fort Belknap Indian Community;

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

(C) the planning, design, and construction of a wastewater treatment and collections system for Tribal communities; and
(D) environmental compliance in the development and construction of projects under this Act.

(d) DEPOSITS.—The Secretary shall deposit—

(1) in the Fort Belknap Indian Community Tribal Land and Water Rehabilitation, Modernization, and Expansion Account established under subsection (c)(1), the amounts made available pursuant to section 12(b);

(2) in the Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account established under subsection (c)(2), the amounts made available pursuant to section 12(e);

(3) in the Fort Belknap Indian Community Tribal Economic Development Account established under subsection (c)(3), the amounts made available pursuant to section 12(d); and

(4) in the Fort Belknap Indian Community Domestic Water Supply and Wastewater Systems Account established under subsection (c)(4), the amounts made available pursuant to section 12(e).

(e) MANAGEMENT AND INTEREST.—

(1) MANAGEMENT.—On deposit of the funds into the Accounts pursuant to subsection (d), the
Secretary shall manage, invest, and distribute all amounts in the Trust Fund 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);

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

(D) 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) 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);

(ii) 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);

(iii) 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); and

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

(E) this section.

(2) INVESTMENT EARNINGS.—In addition to the deposits under subsection (d), any investment earnings, including interest, credited to amounts held in the Trust Fund are authorized to be appropriated for use in accordance with subsection (e).

(f) AVAILABILITY OF AMOUNTS.—

(1) FUNDING.—Except as provided in paragraph (3), the amounts made available under this section (including any investment earnings on those amounts) shall be available for expenditure or withdrawal by the Fort Belknap Indian Community without fiscal year limitation beginning on the enforceability date.

(2) 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 or other sources,
the Secretary shall expend from the Reclamation
Water Settlements Fund established by section
10501(a) of the Omnibus Public Land Management
Act of 2009 (43 U.S.C. 407(a)) such amounts as are
necessary to pay the Federal share of the costs asso-
ciated with the Trust Fund.

(3) FUNDING FOR TRIBAL IMPLEMENTATION
ACTIVITIES.—Notwithstanding paragraph (1), on ap-
proval of the Compact by the members of the Fort
Belknap Indian Community pursuant to section
10(f)(1), as certified by the Secretary and the Fort
Belknap Indian Community, and subject to the
availability of appropriations, $4,800,000 of the
amounts in the Fort Belknap Indian Community
Water Resources and Water Rights Administration,
Operation, and Maintenance Account established
under subsection (c)(2) shall be made available to
the Fort Belknap Indian Community for—

(A) the administration of the Tribal water
right; and

(B) the implementation of—

(i) the Compact; and

(ii) this Act.

(g) WITHDRAWALS.—
(1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.—

(A) IN GENERAL.—The Fort Belknap Indian Community may withdraw any portion of the amounts in the Trust Fund on approval by the Secretary of a Tribal management plan in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(B) ADDITIONAL REQUIREMENTS.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the Tribal management plan under this paragraph shall require that the Fort Belknap Indian Community shall spend all amounts withdrawn from the Trust Fund in accordance with—

(i) this Act; and

(ii) the Compact.

(C) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary—

(i) to enforce the Tribal management plan under this paragraph; and
(ii) to ensure that amounts withdrawn from the Trust Fund by the Fort Belknap Indian Community under this paragraph are used in accordance with—

(I) this Act; and

(II) the Compact.

(2) EXPENDITURE PLAN.—

(A) IN GENERAL.—The Fort Belknap Indian Community may submit to the Secretary a request to withdraw funds from the Trust Fund pursuant to an approved expenditure plan under subparagraph (B).

(B) PLAN.—

(i) IN GENERAL.—The Fort Belknap Indian Community shall submit to the Secretary for approval an expenditure plan for any portion of the amounts in the Trust Fund that the Fort Belknap Indian Community elects to withdraw pursuant to this paragraph.

(ii) DESCRIPTION.—The expenditure plan shall describe the manner in which, and the purposes for which, amounts in the Trust Fund will be used for the purposes described in—
(I) this Act; and

(II) the Compact.

(C) APPROVAL.—The Secretary shall approve an expenditure plan submitted under subparagraph (B) if the Secretary determines that the plan is—

(i) reasonable; and

(ii) in accordance with—

(I) this Act; and

(II) the Compact.

(3) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for any expenditure or investment of amounts withdrawn from the Trust Fund by the Fort Belknap Indian Community pursuant to this subsection.

(4) ANNUAL REPORT.—For each account in the Trust Fund, the Fort Belknap Indian Community shall submit to the Secretary an annual report that describes all expenditures from the account pursuant to an expenditure plan under paragraph (2)(B) during the preceding fiscal year.

(h) NO PER CAPITA PAYMENTS.—No principal or interest amount in any account established by this section shall be distributed to any member of the Fort Belknap Indian Community on a per capita basis.
(i) **Peoples Creek Dam and Reservoir.**—To contribute to the cost of design and construction of the Peoples Creek Dam and Reservoir to support mitigation activities, the Secretary shall request that the State pay to the general fund of the Treasury $5,000,000, to be deposited to the credit of the Fort Belknap Indian Community Tribal Land and Water Rehabilitation, Modernization, and Expansion Account established under subsection (c)(1).

(j) **Nonreimbursability of Costs.**—The costs to the Secretary of carrying out this section shall be nonreimbursable.

**SEC. 12. FUNDING.**

(a) **Reclamation Water Settlements Fund.**—

(1) **In general.**—Notwithstanding any other provision of law, on October 1, 2021, and each October 1 thereafter through October 1, 2030, out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary for deposit in the Reclamation Water Settlements Fund established by section 10501(a) of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407(a)) $30,000,000, to remain available until expended, for the use described in paragraph (2).
(2) Receipt and Acceptance.—The Secretary shall be entitled to receive, shall accept, and shall use to carry out section 10501(c)(3)(B)(iii) of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407(c)(3)(B)(iii)) the funds transferred under paragraph (1) specifically to pay towards the Federal share of the remaining costs of implementing the Indian water rights settlement agreement for the Fort Belknap Indian Community under this Act, without further appropriation.

(b) Fort Belknap Indian Community Tribal Land and Water, Rehabilitation, Modernization, and Expansion Account.—

(1) Mandatory Appropriations.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit in the Fort Belknap Indian Community Tribal Land and Water, Rehabilitation, Modernization, and Expansion Account established under paragraph (1) of section 11(c) $134,478,400, as adjusted to reflect changes in construction cost indices since May 1, 2011, that are applicable to the types of construction involved in the activities described in that paragraph.
(2) Authorization of Appropriations.—In addition to the amounts made available under paragraph (1), there is authorized to be appropriated for deposit in the Fort Belknap Indian Community Tribal Land and Water, Rehabilitation, Modernization, and Expansion Account established under paragraph (1) of section 11(c) $105,661,600, as adjusted to reflect changes in construction cost indices since May 1, 2011, that are applicable to the types of construction involved in the activities described in that paragraph.

(c) Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account.—

(1) Mandatory Appropriations.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit in the Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account established under paragraph (2) of section 11(c) $31,263,000, as adjusted to reflect changes in construction cost indices since May 1, 2011, that are applicable to the types of construction involved in the activities described in that paragraph.
(2) Authorization of Appropriations.—In addition to the amounts made available under paragraph (1), there is authorized to be appropriated for deposit in the Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account established under paragraph (2) of section 11(c) $30,037,000, as adjusted to reflect changes in construction cost indices since May 1, 2011, that are applicable to the types of construction involved in the activities described in that paragraph.

(d) Fort Belknap Indian Community Tribal Economic Development Account.—

(1) Mandatory Appropriations.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit in the Fort Belknap Indian Community Tribal Economic Development Account established under paragraph (3) of section 11(c) $92,614,500, as adjusted to reflect changes in construction cost indices since May 1, 2011, that are applicable to the types of construction involved in the activities described in that paragraph.

(2) Authorization of Appropriations.—In addition to the amounts made available under para-
graph (1), there is authorized to be appropriated for
deposit in the Fort Belknap Indian Community
Tribal Economic Development Account established
under paragraph (3) of section 11(c) $75,775,500,
as adjusted to reflect changes in construction cost
indices since May 1, 2011, that are applicable to the
types of construction involved in the activities de-
described in that paragraph.

(e) FORT BELKNAP INDIAN COMMUNITY DOMESTIC
WATER SUPPLY AND WASTEWATER SYSTEMS AC-
COUNT.—

(1) MANDATORY APPROPRIATIONS.—Out of any
funds in the Treasury not otherwise appropriated,
the Secretary of the Treasury shall deposit in the
Fort Belknap Indian Community Domestic Water
Supply and Wastewater Systems Account established
under paragraph (4) of section 11(c) $69,036,800,
as adjusted to reflect changes in construction cost
indices since May 1, 2011, that are applicable to the
types of construction involved in the activities de-
described in that paragraph.

(2) AUTHORIZATION OF APPROPRIATIONS.—In
addition to the amounts made available under para-
graph (1), there is authorized to be appropriated for
deposit in the Fort Belknap Indian Community Do-
mestic Water Supply and Wastewater Systems Ac-
count established under paragraph (4) of section
11(c) $54,243,200, as adjusted to reflect changes in
construction cost indices since May 1, 2011, that are
applicable to the types of construction involved in
the activities described in that paragraph.

(f) MILK RIVER PROJECT MITIGATION.—

(1) IN GENERAL.—As soon as practicable after
the date on which amounts are appropriated under
paragraph (2), the Secretary shall make a grant to
the State in the amount of $21,000,000, to be used
by the State only to support the cost of construction
involved in the mitigation activities that will be im-
plemented for the Milk River Project, including by
making grants under section 8(c)(1).

(2) AUTHORIZATION OF APPROPRIATIONS.—
There is authorized to be appropriated to the Sec-
retary to carry out this subsection $21,000,000 for
fiscal year 2021, as adjusted to reflect changes in
construction cost indices since May 1, 2011, that are
applicable to the types of construction involved in
the mitigation activities that will be implemented for
the Milk River Project.

(g) FEDERAL CONTRIBUTION TO THE MILK RIVER
PROJECT MITIGATION.—
(1) **STATE TRUST ACCOUNT.**—The Secretary shall establish a trust account for the State, consisting of such amounts as are made available by the Secretary to carry out the mitigation and watershed improvement activities described in the Compact.

(2) **TRANSFER.**—Not later than 60 days after the date on which an amount is appropriated under paragraph (4) for a fiscal year, the Secretary shall transfer the amount, at no charge to the State, to the State trust account established under paragraph (1).

(3) **ALLOCATIONS.**—

(A) **INTEREST.**—The State may expend the interest accruing on amounts in the State trust account under paragraph (1) as the State determines to be appropriate to fulfill the purposes of the Compact.

(B) **PRINCIPAL.**—The State shall not expend the principal amount in the State trust account until—

(i) the Fort Belknap Indian Community has developed, or is in the process of developing, the Tribal water rights in accordance with the Compact and this Act; and
(ii) the State, in consultation with the Secretary, determines that a proposed expenditure of the principal amount is necessary to satisfy mitigation or watershed improvement obligations under the Compact.

(4) Authorization of Appropriations.—There is authorized to be appropriated to the Secretary to carry out this subsection $5,000,000 for each of fiscal years 2021 through 2023.

(h) Nonreimbursability of Costs.—All amounts incurred by the Secretary under this section shall be non-reimbursable.

SEC. 13. MISCELLANEOUS PROVISIONS.

(a) Waiver of Sovereign Immunity by the United States.—Except as provided in subsections (a) through (c) of section 208 of the Department of Justice Appropriation Act, 1953 (43 U.S.C. 666), nothing in this Act waives the sovereign immunity of the United States.

(b) Other Tribes Not Adversely Affected.—Nothing in this Act quantifies or diminishes any land or water right, or any claim or entitlement to land or water, of an Indian Tribe, band, or community other than the Fort Belknap Indian Community.
(c) Elimination of Debts or Liens Against Allotments of the Fort Belknap Indian Community Members.—The Secretary shall cancel and eliminate all debts or liens against the allotments of land held by the Fort Belknap Indian Community and the members of the Fort Belknap Indian Community due to construction assessments, annual operation and maintenance charges, and any other charge that may have been levied relating to an irrigation project of the Secretary for the Fort Belknap Indian Community.

(d) Effect on Current Law.—Nothing in this Act affects any provision of law (including regulations) in effect on the day before the date of enactment of this Act with respect to pre-enforcement review of any Federal environmental enforcement action.

(e) Effect on Reclamation Laws.—The activities carried out by the Commissioner under this Act shall not establish a precedent or impact the authority provided under any other provision of the reclamation laws, including—

(1) the Reclamation Rural Water Supply Act of 2006 (43 U.S.C. 2401 et seq.); and

(2) the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 991).
(f) ADDITIONAL FUNDING.—Nothing in this Act prohibits the Fort Belknap Indian Community from seeking—

(1) additional funds for Tribal programs or purposes; or

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

(g) RIGHTS UNDER STATE LAW.—Except as provided in section 1 of article III of the Compact (relating to the closing of certain water basins in the State to new appropriations in accordance with the laws of the State), nothing in this Act or the Compact precludes the acquisition or exercise of a right arising under State law (as defined in section 6 of article II of the Compact) to the use of water by the Fort Belknap Indian Community, or a member or allottee of the Fort Belknap Indian Community, outside the Reservation by—

(1) purchase of the right; or

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

(h) WATER STORAGE AND IMPORTATION.—Nothing in this Act or the Compact prevents the Fort Belknap Indian Community from participating in any project to import water to, or improve storage in, the Milk River.
(i) ENVIRONMENTAL PROTECTION.—

(1) DEFINITION OF LITTLE ROCKIES MOUNTAINS.—In this subsection, the term “Little Rockies Mountains” means the mountains that—

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

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

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

(A) the authority of the United States, the State, or the Fort Belknap Indian Community to enforce any Federal, State, or Tribal law (including common law) relating to the protection of the environment; or

(B) any claim of the Fort Belknap Indian Community, a member of the Fort Belknap Indian Community, or an allottee, or of the United States, acting on behalf of the Fort Belknap Indian Community, a member of the Fort Belknap Indian Community, or an allottee, for—

(i) damage to water quality caused by mining activities in the Little Rockies Mountains; or
(ii) depletion in surface flows or
groundwater on the southern end of the
Reservation.

(j) WATER TRANSPORT OBLIGATION.—

(1) IN GENERAL.—The Secretary, acting
through the Director of the Bureau of Indian Affairs
and the Commissioner, shall provide assistance
with—

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

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

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

(iii) the restoration of historic irriga-
tion projects within the boundaries of the
Reservation; and

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

(2) AUTHORIZATION OF STUDIES.—

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

(i) to determine the feasibility (and, if
feasible, the design) of a water supply and
wastewater treatment system for the Fort
Belknap Indian Community; and

(ii) if a project to be developed and
constructed under this Act is associated
with, affected by, or located within the
same river basin as a Federal reclamation
project in existence on the date of enact-
ment of this Act—

(I) to determine the environ-
mental impact of the project; and

(II) to ensure environmental
compliance in the development and
construction of the project.

(B) COOPERATIVE AGREEMENT WITH THE
STATE AND THE FORT BELKNAP INDIAN COM-
MUNITY.—The Secretary may enter into 1 or
more cooperative agreements with the State and
the Fort Belknap Indian Community to carry
out a study described in subparagraph (A) if
the Secretary determines that a cooperative
agreement would be cost-effective and efficient.
(k) TITLE TO CONSTRUCTED WORKS.—The Federal Government shall continue to hold title to any designated works constructed for the Fort Belknap Indian Community pursuant to this Act until such time as all of the following conditions have been met:

(1) Construction is completed.

(2) The designated constructed works are in operation and functioning according to standards of the relevant Federal agency responsible for the works.

(3) The Secretary has implemented a process for the management and transfer of the designated constructed works that includes—

(A) organizational development;

(B) completion of irrigation system infrastructure, rehabilitation, and improvement; and

(C) agricultural development (such as extension services), including—

(i) completion of a training program for employees designated by the Fort Belknap Indian Community; and

(ii) a determination by the Fort Belknap Indian Community and the relevant Federal agency that the employees that completed the training program under
clause (i) are competent to assume partial or all operational and maintenance responsibilities for the constructed works to be transferred.

(4) The Fort Belknap Indian Community Council has agreed to the transfer of the title for the designated constructed works to the Fort Belknap Indian Community with the assumption of all responsibilities for that designated constructed works.

(5) After the transfer of title to the Fort Belknap Indian Community, the United States shall have no further responsibilities for the operation and maintenance of the designated constructed works.

(1) CONFLICT OF PROVISIONS.—If any provision of this Act conflicts with a provision of the Compact, this Act shall prevail.

SEC. 14. TERMINATION ON FAILURE TO MEET ENFORCEABILITY DATE.

(a) IN GENERAL.—If the Secretary has not published a statement of findings under section 10(f) by the applicable date described in subsection (b)—

(1) the authority provided by this Act shall terminate effective on—

(A) January 1, 2030; or
(B) a later date agreed to by the Fort Belknap Indian Community and the Secretary;

(2) any action taken by the Secretary and any contract or agreement entered into pursuant to this Act that can be reversed shall be void; and

(3) any waivers and releases executed under section 10(a) shall be void.

(b) DATE DESCRIBED.—The date referred to in subsection (a) is, as applicable—

(1) December 31, 2029; or

(2) an alternative later date agreed to by the Fort Belknap Indian Community and the Secretary after reasonable notice to the State.

SEC. 15. ANTIDEFICIENCY.

The United States shall not be liable for any failure to carry out any obligation or activity authorized by this Act, including any obligation or activity under the Compact, if—

(1) adequate appropriations are not provided by Congress expressly to carry out the purposes of this Act; or

(2) there are not enough funds available in the Reclamation Water Settlements Fund established by section 10501(a) of the Omnibus Public Land Man-
agement Act of 2009 (43 U.S.C. 407(a)) to carry out the purposes of this Act.