

116TH CONGRESS
1ST SESSION

S. 3113

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.

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

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

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Gros Ventre and Assiniboine Tribes of the Fort Belknap
6 Indian Community Water Rights Settlement Act of
7 2019”.

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

Sec. 1. Short title; table of contents.

- Sec. 2. Purposes.
- Sec. 3. Definitions.
- Sec. 4. Ratification of Compact and judicial decree.
- Sec. 5. Tribal water rights.
- Sec. 6. Exchange and transfer of public land into trust.
- Sec. 7. Storage allocation from Lake Elwell.
- Sec. 8. Milk River Project.
- Sec. 9. Satisfaction of claims.
- Sec. 10. Waivers and releases of claims.
- Sec. 11. Fort Belknap Indian Community Settlement Trust Fund.
- Sec. 12. Funding.
- Sec. 13. Miscellaneous provisions.
- Sec. 14. Termination on failure to meet enforceability date.
- Sec. 15. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to fulfill the trust responsibility of the
 4 United States to Indian Tribes and to promote Trib-
 5 al sovereignty and economic self-sufficiency by set-
 6 tling water rights claims of Indian Tribes without
 7 lengthy and costly litigation;

8 (2) to ensure the sovereignty of the Fort
 9 Belknap Indian Community and the economy of the
 10 Reservation will be able to depend on the develop-
 11 ment of the water and other resources of the Res-
 12 ervation;

13 (3) to transfer a portion of the land within the
 14 ancestral territory of the Fort Belknap Indian Com-
 15 munity to restore, in part, the historical, cultural,
 16 and spiritual land of the Fort Belknap Indian Com-
 17 munity;

18 (4) to plan, design, and construct the facilities
 19 needed to effectively use Reservation water rights,

1 consistent with the Compact and this Act, and other
2 resources that are necessary for—

3 (A) the development of a viable Reserva-
4 tion economy; and

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

8 (5) to achieve a fair, equitable, and final settle-
9 ment of claims to water rights in the State for—

10 (A) the Fort Belknap Indian Community;

11 and

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

15 (6) to authorize, ratify, and confirm the Com-
16 pact, to the extent that the Compact is consistent
17 with this Act;

18 (7) to authorize and require the Secretary—

19 (A) to execute the Compact;

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

1 (C) to take any other actions necessary to
2 carry out the Compact in accordance with this
3 Act;

4 (8) to authorize and appropriate funds, includ-
5 ing for certain economic development initiatives and
6 projects on the Reservation, necessary for the imple-
7 mentation of the Compact and this Act in order to
8 support a final water rights settlement for the Fort
9 Belknap Indian Community that results in measur-
10 able benefits to the Tribes and members; and

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

13 **SEC. 3. DEFINITIONS.**

14 In this Act:

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

19 (A) located within the Reservation; and

20 (B) held in trust by the United States.

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

24 (3) COMMISSIONER.—The term “Commis-
25 sioner” means the Commissioner of Reclamation.

1 (4) COMPACT.—The term “Compact” means—

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

6 (B) any exhibit (including exhibit amend-
7 ments), part, or amendment to the Compact
8 that is executed to make the Compact con-
9 sistent with this Act.

10 (5) CERCLA.—The term “CERCLA” means
11 the Comprehensive Environmental Response, Com-
12 pensation, and Liability Act of 1980 (42 U.S.C.
13 9601 et seq.).

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

20 (7) ENFORCEABILITY DATE.—The term “en-
21 forceability date” means the date described in sec-
22 tion 10(f).

23 (8) FORT BELKNAP INDIAN COMMUNITY.—The
24 term “Fort Belknap Indian Community” means the
25 Gros Ventre and Assiniboine Tribes of the Fort

1 Belknap Reservation of Montana, a federally recog-
2 nized Indian Tribe included on the list published by
3 the Secretary pursuant to section 104(a) of the Fed-
4 erally Recognized Indian Tribe List Act of 1994 (25
5 U.S.C. 5131(a)).

6 (9) FORT BELKNAP INDIAN COMMUNITY COUN-
7 CIL.—The term “Fort Belknap Indian Community
8 Council” means the governing body of the Fort
9 Belknap Indian Community.

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

17 (11) INDIAN TRIBE.—The term “Indian Tribe”
18 has the meaning given the term “Indian tribe” in
19 section 4 of the Indian Self-Determination and Edu-
20 cation Assistance Act (25 U.S.C. 5304).

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

24 (13) LAKE ELWELL.—The term “Lake Elwell”
25 means the water impounded on the Marias River in

1 the State by Tiber Dam, a feature of the Lower
2 Marias Unit of the Pick-Sloan Missouri River Basin
3 Program.

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

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

10 (B) headquartered in Malta, Montana.

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

16 (A) Montana Water Court Basins 40F,
17 40G, 40H, 40I, 40J, 40K, 40L, 40M, 40N, and
18 40O; and

19 (B) the portion of the Milk River and each
20 tributary of the Milk River that flows through
21 the Canadian Provinces of Alberta and Sas-
22 katchewan.

23 (16) MILK RIVER COORDINATING COM-
24 MITTEE.—The term “Milk River Coordinating Com-

1 mittee” means the committee established by article
2 IV.C. of the Compact.

3 (17) MILK RIVER PROJECT.—

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

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

14 (18) MISSOURI RIVER BASIN.—The term “Mis-
15 souri River Basin” means the hydrologic basin of
16 the Missouri River, including tributaries.

17 (19) OM&R.—The term “OM&R” means—

18 (A) any recurring or ongoing activity asso-
19 ciated with the day-to-day operation of a
20 project;

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

23 (C) any activity relating to replacing a fea-
24 ture of a project.

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

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

10 (22) RESERVATION.—

11 (A) IN GENERAL.—The term “Reserva-
12 tion” means the area of the Fort Belknap Res-
13 ervation in the State, as defined in the Compact
14 and modified by section 6.

15 (B) INCLUSIONS.—The term “Reserva-
16 tion” includes all land and interests in land—

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

21 (I) the Agreement with the Gros
22 Ventre and Assiniboine Tribes of the
23 Fort Belknap Reservation, ratified by
24 the Act of May 1, 1888 (25 Stat. 113,
25 chapter 212), as modified by the

1 Agreement with the Indians of the
2 Fort Belknap Reservation of October
3 9, 1895 (ratified by the Act of June
4 10, 1896) (29 Stat. 350, chapter
5 398); and

6 (II) the Act of March 3, 1921
7 (41 Stat. 1355, chapter 135); and

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

11 (23) ST. MARY UNIT.—

12 (A) IN GENERAL.—The term “St. Mary
13 Unit” means the St. Mary Storage Unit of the
14 Milk River Project authorized by Congress on
15 March 25, 1905.

16 (B) INCLUSIONS.—The term “St. Mary
17 Unit” includes—

18 (i) Sherburne Dam and Reservoir;

19 (ii) Swift Current Creek Dike;

20 (iii) Lower St. Mary Lake;

21 (iv) St. Mary Canal Diversion Dam;

22 and

23 (v) St. Mary Canal and appur-
24 tenances.

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

3 (25) SERVICE CONTRACT.—The term “service
4 contract” means a business or commercial agree-
5 ment between a contractor and a customer covering
6 maintenance and servicing of facilities over a speci-
7 fied period.

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

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

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

17 (B) the water rights of allottees.

18 (28) TRUST FUND.—The term “Trust Fund”
19 means the Fort Belknap Indian Community Settle-
20 ment Trust Fund established under section
21 11(b)(1).

22 **SEC. 4. RATIFICATION OF COMPACT AND JUDICIAL DE-**
23 **CREE.**

24 (a) RATIFICATION OF COMPACT.—

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

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

8 (b) EXECUTION.—

9 (1) IN GENERAL.—To the extent that the Com-
10 pact does not conflict with this Act, the Secretary
11 shall execute the Compact, including all exhibits to,
12 or parts of, the Compact requiring the signature of
13 the Secretary.

14 (2) MODIFICATIONS.—Nothing in this Act pre-
15 cludes the Secretary from approving any modifica-
16 tion to an appendix or exhibit to the Compact that
17 is consistent with this Act, to the extent that the
18 modification does not otherwise require congress-
19 sional approval under section 2116 of the Revised
20 Statutes (25 U.S.C. 177) or any other applicable
21 provision of Federal law.

22 (c) ENVIRONMENTAL COMPLIANCE.—

23 (1) IN GENERAL.—In implementing the Com-
24 pact and this Act, the Secretary shall comply with
25 all applicable provisions of—

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

3 (B) the National Environmental Policy Act
4 of 1969 (42 U.S.C. 4321 et seq.); and

5 (C) all other applicable environmental laws
6 and regulations.

7 (2) EFFECT OF EXECUTION.—

8 (A) IN GENERAL.—The execution of the
9 Compact by the Secretary under this subsection
10 shall not constitute a major Federal action for
11 purposes of the National Environmental Policy
12 Act of 1969 (42 U.S.C. 4321 et seq.).

13 (B) COMPLIANCE.—The Secretary shall
14 carry out all Federal compliance activities nec-
15 essary to implement the Compact and this Act.

16 **SEC. 5. TRIBAL WATER RIGHTS.**

17 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

18 (1) IN GENERAL.—The Tribal water rights are
19 ratified, confirmed, and declared to be valid.

20 (2) USE.—Any use of the Tribal water rights
21 shall be subject to the terms and conditions of the
22 Compact and this Act.

23 (3) CONFLICT.—In the event of a conflict be-
24 tween the Compact and this Act, this Act shall con-
25 trol.

1 (b) INTENT OF CONGRESS.—It is the intent of Con-
2 gress to provide to each allottee benefits that are equiva-
3 lent to, or exceed, the benefits the allottees possess on the
4 day before the date of enactment of this Act, taking into
5 consideration—

6 (1) the potential risks, cost, and time delay as-
7 sociated with litigation that would be resolved by the
8 Compact and this Act;

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

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

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

17 (c) TRUST STATUS OF TRIBAL WATER RIGHTS.—
18 The Tribal water rights—

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

22 (2) shall not be subject to forfeiture or aban-
23 donment.

24 (d) ALLOTTEES.—

1 (1) APPLICABILITY OF THE ACT OF FEBRUARY
2 8, 1887.—The provisions of section 7 of the Act of
3 February 8, 1887 (24 Stat. 390, chapter 119; 25
4 U.S.C. 381), relating to the use of water for irriga-
5 tion purposes, shall apply to the Tribal water rights.

6 (2) ENTITLEMENT TO WATER.—Any entitle-
7 ment to the use of water of an allottee under Fed-
8 eral law shall be satisfied from the Tribal water
9 rights.

10 (3) ALLOCATIONS.—An allottee shall be entitled
11 to a just and equitable allocation of water for irriga-
12 tion purposes.

13 (4) CLAIMS.—

14 (A) EXHAUSTION OF REMEDIES.—Before
15 asserting any claim against the United States
16 under section 7 of the Act of February 8, 1887
17 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or
18 any other applicable law, an allottee shall ex-
19 haust remedies available under the Tribal water
20 code or other applicable Tribal law.

21 (B) ACTION FOR RELIEF.—After the ex-
22 haustion of all remedies available under the
23 Tribal water code or other applicable Tribal
24 law, an allottee may seek relief under section 7
25 of the Act of February 8, 1887 (24 Stat. 390,

1 chapter 119; 25 U.S.C. 381), or other applica-
2 ble law.

3 (5) AUTHORITY OF THE SECRETARY.—The Sec-
4 retary shall have the authority to protect the rights
5 of allottees in accordance with this section.

6 (e) AUTHORITY OF THE FORT BELKNAP INDIAN
7 COMMUNITY.—

8 (1) AUTHORITY.—

9 (A) IN GENERAL.—The Fort Belknap In-
10 dian Community shall—

11 (i) govern the use of the Tribal water
12 rights pursuant to Tribal law and applica-
13 ble Federal law; and

14 (ii) have—

15 (I) administrative, regulatory,
16 and adjudicatory authority over all
17 Tribal water rights, including the au-
18 thority to allocate, distribute, use, and
19 temporarily transfer by service con-
20 tract, lease, exchange, or other agree-
21 ment the Tribal water rights for any
22 use on the Reservation; and

23 (II) subject to the approval of the
24 Secretary, the authority to voluntarily
25 allocate, distribute, use, and tempo-

1 rarely transfer by service contract,
2 lease, exchange, or other agreement
3 the Tribal water rights off the Res-
4 ervation within the Missouri River
5 Basin.

6 (B) MODIFICATION OF COMPACT.—If ap-
7 plicable State and Federal laws are amended or
8 expanded after the date of enactment of this
9 Act to authorize water users to transfer water
10 rights interbasin, interstate, or internationally,
11 the Compact shall be amended to recognize, and
12 this Act shall recognize, the right and authority
13 of the Fort Belknap Indian Community to tem-
14 porarily transfer Tribal water rights of the Fort
15 Belknap Indian Community to the same extent
16 permissible for State-based and other water
17 rights users.

18 (2) REQUIREMENTS.—A service contract, lease,
19 exchange, or other agreement referred to in sub-
20 clauses (I) and (II) of paragraph (1)(A)(ii)—

21 (A) shall be for a term of not more than
22 100 years;

23 (B) may include provisions for renewal of
24 the agreement for an additional term of not
25 more than 100 years; and

1 (C) shall not permanently alienate any por-
2 tion of the Tribal water rights.

3 (3) LAND LEASES BY ALLOTTEES.—Notwith-
4 standing paragraph (1), an allottee may lease any
5 interest in land held by the allottee, together with
6 any water right determined to be appurtenant to the
7 interest in land, in accordance with the Tribal water
8 code.

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

11 (A) IN GENERAL.—In accordance with the
12 right of the Fort Belknap Indian Community to
13 choose to limit the development and use of the
14 Tribal water rights by the Fort Belknap Indian
15 Community and to allow the water of the Tribal
16 water rights to pass through the priority system
17 to be diverted by a third party for compensa-
18 tion, as negotiated by the Fort Belknap Indian
19 Community, the deferral or forbearance of the
20 use of Tribal water rights shall be permissible.

21 (B) LIMITATIONS.—The deferral or for-
22 bearance of the use of the Tribal water rights
23 under subparagraph (A) shall not be considered
24 to be—

1 (i) a transfer of the Tribal water
2 rights off the Reservation under paragraph
3 (1)(A)(ii)(II); or

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

6 (f) TRIBAL WATER CODE.—

7 (1) IN GENERAL.—Notwithstanding article
8 IV.A.2. of the Compact, not later than 4 years after
9 the date on which the Fort Belknap Indian Commu-
10 nity approves the Compact in accordance with sec-
11 tion 10(f)(1), the Fort Belknap Indian Community
12 shall enact a Tribal water code that—

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

15 (B) provides for—

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

21 (ii) the establishment by the Fort
22 Belknap Indian Community of the condi-
23 tions, permit requirements, and other re-
24 quirements for the allocation, distribution,
25 and use of the Tribal water rights, includ-

1 ing irrigation, livestock, domestic, commer-
2 cial, municipal, industrial, cultural, and
3 recreational uses.

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

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

9 (B) provide for a process by which an al-
10 lottee may request that the Fort Belknap In-
11 dian Community provide water for irrigation
12 use in accordance with this Act, including the
13 provision of water under any allottee lease
14 under section 4 of the Act of June 25, 1910
15 (36 Stat. 856, chapter 431; 25 U.S.C. 403);

16 (C) provide for a due process system that
17 includes a process by which the Fort Belknap
18 Indian Community can resolve disputes, includ-
19 ing a process for the resolution of—

20 (i) any contested administrative deci-
21 sion, including any denial of a request for
22 an allocation of water from the Tribal
23 water rights by—

24 (I) an allottee for irrigation pur-
25 poses on allotted land;

1 (II) a successor-in-interest to an
2 allottee;

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

5 (IV) an owner of fee land within
6 the boundaries of the Reservation;
7 and

8 (ii) the appeal and adjudication of ad-
9 ministrative decisions under clause (i) and
10 any denied or disputed distribution of
11 water; and

12 (D) include a requirement that—

13 (i) any allottee asserting a claim relat-
14 ing to the enforcement of rights of the al-
15 lottee under the Tribal water code, includ-
16 ing to the quantity of water allocated to
17 land of the allottee, shall exhaust all rem-
18 edies available to the allottee under Tribal
19 law before initiating an action against the
20 United States or petitioning the Secretary
21 pursuant to subsection (d)(4); and

22 (ii) any other Tribal water user as-
23 serting a claim relating to the enforcement
24 of rights under the Tribal water code shall

1 exhaust all remedies available under Tribal
2 law.

3 (3) ACTION BY SECRETARY.—

4 (A) IN GENERAL.—During the period be-
5 ginning on the date of enactment of this Act
6 and ending on the date on which a Tribal water
7 code described in paragraphs (1) and (2) is en-
8 acted, the Secretary shall administer the Tribal
9 water rights, including with respect to the
10 rights of allottees, in accordance with this Act.

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

14 (i) the provisions of the Tribal water
15 code required by paragraph (2) are ap-
16 proved by the Secretary; and

17 (ii) each amendment to the Tribal
18 water code that affects a right of an allot-
19 tee is approved by the Secretary.

20 (C) APPROVAL PERIOD.—

21 (i) IN GENERAL.—The Secretary
22 shall—

23 (I) approve or disapprove the
24 Tribal water code or an amendment to
25 the Tribal water code by not later

1 than 180 days after the date on which
2 the Tribal water code or amendment
3 to the Tribal water code is submitted
4 to the Secretary; and

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

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

18 (iii) DISAPPROVAL.—If the Secretary
19 disapproves the Tribal water code or
20 amendment to the Tribal water code, the
21 Secretary, in consultation with the Fort
22 Belknap Indian Community, shall have 90
23 days to resolve the basis for the dis-
24 approval, and if the basis for the dis-
25 approval has not been resolved by that

1 date, the Tribal water code shall be
2 deemed approved.

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

8 (g) ADMINISTRATION.—

9 (1) NO ALIENATION.—The Fort Belknap In-
10 dian Community shall not permanently alienate any
11 portion of the Tribal water rights.

12 (2) PURCHASES OR GRANTS OF LAND FROM IN-
13 DIANS.—An authorization provided by this Act for
14 the allocation, distribution, leasing, or other ar-
15 rangement entered into pursuant to this Act shall be
16 considered to satisfy any requirement for authoriza-
17 tion of the action by treaty or convention imposed by
18 section 2116 of the Revised Statutes (25 U.S.C.
19 177).

20 (3) PROHIBITION ON FORFEITURE.—The non-
21 use of all or any portion of the Tribal water rights
22 by any water user shall not result in the forfeiture,
23 abandonment, relinquishment, or other loss by the
24 Fort Belknap Indian Community of all or any por-
25 tion of the Tribal water rights.

1 (h) EFFECT.—Except as otherwise expressly provided
2 in this section, nothing in this Act—

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

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

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

18 **SEC. 6. EXCHANGE AND TRANSFER OF PUBLIC LAND INTO**
19 **TRUST.**

20 (a) EXCHANGE OF FEDERAL AND STATE LAND.—

21 (1) IN GENERAL.—In partial satisfaction of
22 claims relating to Indian water rights covered by
23 this Act, the Fort Belknap Indian Community
24 agrees to the exchange and transfer of land in ac-
25 cordance with this subsection.

1 (2) STATE LAND.—The Secretary shall offer to
2 enter into negotiations with the State for the pur-
3 pose of exchanging Federal land described in para-
4 graph (3) for the following parcels of land owned by
5 the State, located on and off of the Reservation:

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

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

10 (C) 640 acres in T. 27 N., R. 21 E., sec.
11 36.

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

14 (E) 600 acres in T. 27 N., R. 20 E., sec.
15 36, comprised of—

16 (i) 160 acres in the SE¹/₄;

17 (ii) 160 acres in the SW¹/₄;

18 (iii) 160 acres in the NW¹/₄;

19 (iv) 80 acres in the S¹/₂ of the NE¹/₄;

20 and

21 (v) 40 acres in the NW¹/₄ of the
22 NE¹/₄.

23 (F) 640 acres in T. 27 N., R. 21 E., sec.
24 16.

1 (G) 640 acres in T. 28 N., R. 21 E., sec.
2 27.

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

5 (I) 73.36 acres in T. 29 N., R. 22 E., sec.
6 16, comprised of—

7 (i) 18.09 acres in lot 1;

8 (ii) 18.25 acres in lot 2;

9 (iii) 18.43 acres in lot 3; and

10 (iv) 18.59 acres in lot 4.

11 (J) 58.72 acres in T. 30 N., R. 22 E., sec.
12 16, comprised of—

13 (i) 14.49 acres in lot 9;

14 (ii) 14.61 acres in lot 10;

15 (iii) 14.75 acres in lot 11; and

16 (iv) 14.87 acres in lot 12.

17 (K) 640 acres in T. 29 N., R. 22 E., sec.
18 8.

19 (L) 400 acres in T. 29 N., R. 22 E., sec.
20 17, comprised of—

21 (i) 320 acres in the N¹/₂; and

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

23 (M) 120 acres in T. 29 N., R. 22 E., sec.
24 18, comprised of—

- 1 (i) 80 acres in the E $\frac{1}{2}$ of the NE $\frac{1}{4}$;
 2 and
 3 (ii) 40 acres in the NE $\frac{1}{4}$ of the
 4 SE $\frac{1}{4}$.
- 5 (N) 640 acres in T. 26 N., R. 23 E., sec.
 6 16.
- 7 (O) 640 acres in T. 26 N., R. 23 E., sec.
 8 36.
- 9 (P) 640 acres in T. 26 N., R. 26 E., sec.
 10 16.
- 11 (Q) 640 acres in T. 26 N., R. 22 E., sec.
 12 36.
- 13 (R) 640 acres in T. 26 N., R. 24 E., sec.
 14 16.
- 15 (S) 640 acres in T. 27 N., R. 23 E., sec.
 16 16.
- 17 (T) 640 acres in T. 27 N., R. 25 E., sec.
 18 36.
- 19 (U) 640 acres in T. 28 N., R. 22 E., sec.
 20 36.
- 21 (V) 640 acres in T. 28 N., R. 23 E., sec.
 22 16.
- 23 (W) 640 acres in T. 28 N., R. 24 E., sec.
 24 36.

1 (X) 640 acres in T. 28 N., R. 25 E., sec.

2 16.

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

4 36.

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

6 16.

7 (AA) 94.96 acres in T. 28 N., R. 26 E.,

8 sec. 36, under lease by the Fort Belknap Indian

9 Community Council on the date of enactment of

10 this Act, comprised of—

11 (i) 30.68 acres in lot 5;

12 (ii) 26.06 acres in lot 6;

13 (iii) 21.42 acres in lot 7; and

14 (iv) 16.8 acres in lot 8.

15 (BB) 652.32 acres in T. 29 N., R. 22 E.,

16 sec. 16, excluding the 73.36 acres under lease

17 by Ben Hofeldt, et al., on the date of enactment

18 of this Act.

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

20 36.

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

22 16.

23 (EE) 640 acres in T. 29 N., R. 24 E., sec.

24 16.

- 1 (FF) 640 acres in T. 29 N., R. 24 E., sec.
2 36.
- 3 (GG) 640 acres in T. 29 N., R. 25 E., sec.
4 16.
- 5 (HH) 640 acres in T. 29 N., R. 25 E., sec.
6 36.
- 7 (II) 640 acres in T. 29 N., R. 26 E., sec.
8 16.
- 9 (JJ) 663.22 acres in T. 30 N., R. 22 E.,
10 sec. 16, excluding the 58.72 acres under lease
11 by Walter and Amelia Funk on the date of en-
12 actment of this Act.
- 13 (KK) 640 acres in T. 30 N., R. 22 E., sec.
14 36.
- 15 (LL) 640 acres in T. 30 N., R. 23 E., sec.
16 16.
- 17 (MM) 640 acres in T. 30 N., R. 23 E.,
18 sec. 36.
- 19 (NN) 640 acres in T. 30 N., R. 24 E., sec.
20 16.
- 21 (OO) 640 acres in T. 30 N., R. 24 E., sec.
22 36.
- 23 (PP) 640 acres in T. 30 N., R. 25 E., sec.
24 16.

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

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

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

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

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

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

15 (i) 9.15 acres in lot 1;

16 (ii) 13.69 acres in lot 2;

17 (iii) 18.23 acres in lot 3;

18 (iv) 22.77 acres in lot 4;

19 (v) 40 acres in the NE¹/₄ of the
20 NE¹/₄;

21 (vi) 40 acres in the NE¹/₄ of the
22 NW¹/₄;

23 (vii) 40 acres in the NE¹/₄ of the
24 SE¹/₄;

1 (viii) 40 acres in the NE¹/₄ of the
2 SW¹/₄;

3 (ix) 40 acres in the NW¹/₄ of the
4 NE¹/₄;

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

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

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

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

13 (xiv) 40 acres in the SE¹/₄ of the
14 SW¹/₄;

15 (xv) 40 acres in the SW¹/₄ of the
16 NE¹/₄; and

17 (xvi) 40 acres in the SW¹/₄ of the
18 SE¹/₄.

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

21 (i) 45.82 acres in lot 1;

22 (ii) 10.16 acres in lot 2;

23 (iii) 14.52 acres in lot 3;

24 (iv) 18.86 acres in lot 4;

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

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

5 (vii) 40 acres in the SE¹/₄ of the
6 NE¹/₄;

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

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

11 (x) 40 acres in the SE¹/₄ of the SE¹/₄;

12 and

13 (xi) 40 acres in the SW¹/₄ of the
14 SE¹/₄.

15 (3) FEDERAL LAND.—

16 (A) IN GENERAL.—Notwithstanding any
17 other provision of law, subject to subparagraph
18 (B), for purposes of a land exchange under this
19 subsection, the Secretary may exchange any
20 Federal land within 100 miles of the Reserva-
21 tion.

22 (B) COMPLETION.—A land exchange under
23 subparagraph (A) shall be completed by not
24 later than 15 years after the date of enactment
25 of this Act.

1 (4) REQUIREMENTS.—

2 (A) VALUE.—The Secretary shall negotiate
3 with the State using the roughly equivalent the-
4 ory of valuation of any Federal land exchanged
5 for State land.

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

10 (5) EXISTING RIGHTS AND USES.—

11 (A) USES.—

12 (i) IN GENERAL.—Subject to clause
13 (ii), any use (including grazing) authorized
14 under a valid lease, permit, or right-of-way
15 on land exchanged under this subsection,
16 as in effect on the date of the transfer,
17 shall remain in effect until the date on
18 which the lease, permit, or right-of-way ex-
19 pires.

20 (ii) EXCEPTION.—Clause (i) shall not
21 apply if the holder of the lease, permit, or
22 right-of-way requests an earlier termi-
23 nation of the lease, permit, or right-of-way
24 in accordance with applicable law.

1 (B) IMPROVEMENTS.—Any improvements
2 constituting personal property (as defined by
3 State law) on land exchanged under this sub-
4 section by the holder of the lease, permit, or
5 right-of-way shall remain the property of the
6 holder and shall be removed not later than 90
7 days after the date on which the lease, permit,
8 or right-of-way expires, unless the Fort Belknap
9 Indian Community and the holder agree other-
10 wise.

11 (C) ELIGIBILITY.—Notwithstanding para-
12 graph (3)(B), if, at any time after the date of
13 enactment of this Act, the Fort Belknap Indian
14 Community Council enters into a lease for any
15 other State parcel or secures the written con-
16 sent of each lessee of any other State parcel to
17 the exchange of that parcel, the other State
18 parcel shall be eligible for exchange and trans-
19 fer under this subsection.

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

22 (A) ON RESERVATION.—The total quantity
23 of State land located within the boundaries of
24 the Reservation that shall be exchanged and

1 transferred under this subsection is 20,296.1
2 acres.

3 (B) OFF RESERVATION.—The total quan-
4 tity of State land located outside of the bound-
5 aries of the Reservation that shall be exchanged
6 and transferred under this subsection is 7,413
7 acres.

8 (b) FEDERAL LAND TRANSFERS.—

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

14 (2) TRANSFERS.—

15 (A) IN GENERAL.—Subject to subpara-
16 graphs (B) and (C), on selection and request by
17 the Fort Belknap Indian Community, the Sec-
18 retary shall restore all Federal land within the
19 parcels described in paragraph (3) to the Fort
20 Belknap Indian Community by transfer to the
21 United States, to be held in trust for the ben-
22 efit of the Fort Belknap Indian Community.

23 (B) VALID EXISTING RIGHTS.—Any land
24 subject to valid existing private rights, including
25 land subject to sections 2318 through 2352 of

1 the Revised Statutes (commonly known as the
 2 “Mining Law of 1872”) (30 U.S.C. 21 et seq.),
 3 shall not be transferred under subparagraph
 4 (A).

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

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

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

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

19 (I) 19.55 acres in lot 10;

20 (II) 19.82 acres in lot 11; and

21 (III) 20.09 acres in lot 16.

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

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

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

3 (II) 362.45 acres in the S¹/₂.

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

6 (I) 18.06 acres in lot 5;

7 (II) 18.25 acres in lot 6;

8 (III) 18.44 acres in lot 7; and

9 (IV) 15.88 acres in lot 8.

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

12 (I) 17.65 acres in lot 5;

13 (II) 17.73 acres in lot 6;

14 (III) 17.83 acres in lot 7; and

15 (IV) 17.91 acres in lot 8.

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

18 (I) 29.50 acres in lot 7;

19 (II) 17.28 acres in lot 8;

20 (III) 17.41 acres in lot 9; and

21 (IV) 17.54 acres in lot 10.

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

24 (I) 80 acres in the S¹/₂ of the
25 NW¹/₄; and

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

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

5 (I) 82.54 acres in the $E^{1/2}$ of the
6 $NW^{1/4}$;

7 (II) 164.96 acres in the $NE^{1/4}$;
8 and

9 (III) 320 acres in the $S^{1/2}$.

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

12 (I) 40 acres in the $SE^{1/4}$ of the
13 $NW^{1/4}$;

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

15 (III) 40 acres in the $SW^{1/4}$ of the
16 $SE^{1/4}$.

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

19 (I) 80 acres in the $E^{1/2}$ of the
20 $SE^{1/4}$; and

21 (II) 40 acres in the $NW^{1/4}$ of the
22 $SE^{1/4}$.

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

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

1 (II) 40 acres in the SW¹/₄ of the
2 NW¹/₄.

3 (xii) 40 acres in the SE¹/₄ of the
4 SE¹/₄ of T. 26 N., R. 21 E., sec. 6.

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

7 (I) 40 acres in the NE¹/₄ of the
8 SW¹/₄;

9 (II) 160 acres in the NW¹/₄; and

10 (III) 40 acres in the NW¹/₄ of
11 the SE¹/₄.

12 (xiv) 320 acres in the E¹/₂ of T. 26
13 N., R. 21 E., sec. 9.

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

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

18 (I) 320 acres in the N¹/₂;

19 (II) 80 acres in the N¹/₂ of the
20 SE¹/₄;

21 (III) 160 acres in the SW¹/₄; and

22 (IV) 40 acres in the SW¹/₄ of the
23 SE¹/₄.

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

1 (I) 160 acres in the NW¹/₄; and

2 (II) 353.49 acres in the S¹/₂.

3 (xviii) 719.58 acres in T. 26 N., R. 22

4 E., sec. 28.

5 (xix) 560 acres in T. 26 N., R. 22 E.,

6 sec. 29, comprised of—

7 (I) 320 acres in the N¹/₂;

8 (II) 160 acres in the N¹/₂ of the

9 S¹/₂; and

10 (III) 80 acres in the S¹/₂ of the

11 SE¹/₄.

12 (xx) 400 acres in T. 26 N., R. 22 E.,

13 sec. 32, comprised of—

14 (I) 320 acres in the S¹/₂; and

15 (II) 80 acres in the S¹/₂ of the

16 NW¹/₄.

17 (xxi) 455.51 acres in T. 26 N., R. 22

18 E., sec. 33, comprised of—

19 (I) 58.25 acres in lot 3;

20 (II) 58.5 acres in lot 4;

21 (III) 58.76 acres in lot 5;

22 (IV) 40 acres in the NW¹/₄ of the

23 NE¹/₄;

24 (V) 160 acres in the SW¹/₄; and

1 (VI) 80 acres in the W¹/₂ of the
2 SE¹/₄.

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

5 (I) 24.36 acres in lot 1;

6 (II) 24.35 acres in lot 2; and

7 (III) 40 acres in the SW¹/₄ of the
8 SW¹/₄.

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

11 (I) 24.34 acres in lot 1;

12 (II) 24.35 acres in lot 2;

13 (III) 24.35 acres in lot 3; and

14 (IV) 24.36 acres in lot 4.

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

17 (I) 24.36 acres in lot 1;

18 (II) 24.36 acres in lot 2;

19 (III) 40 acres in lot 8;

20 (IV) 40 acres in lot 11; and

21 (V) 40 acres in lot 12.

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

24 (I) 40 acres in the NW¹/₄ of the
25 SW¹/₄; and

1 (II) 40 acres in the SW¹/₄ of the
2 NW¹/₄.

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

5 (I) 80 acres in the E¹/₂ of the
6 SW¹/₄;

7 (II) 40 acres in the NW¹/₄ of the
8 NW¹/₄; and

9 (III) 80 acres in the S¹/₂ of the
10 NW¹/₄.

11 (xxvii) 38.87 acres in the NW¹/₄ of
12 the SW¹/₄ of T. 27 N., R. 21 E., sec. 19.

13 (xxviii) 40 acres in the SE¹/₄ of the
14 NE¹/₄ of T. 27 N., R. 21 E., sec. 23.

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

17 (I) 80 acres in the E¹/₂ of the
18 NW¹/₄;

19 (II) 160 acres in the NE¹/₄;

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

22 (IV) 40 acres in the SW¹/₄ of the
23 SW¹/₄.

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

1 (I) 80 acres in the S¹/₂ of the
2 NE¹/₄; and

3 (II) 40 acres in the SE¹/₄ of the
4 NW¹/₄.

5 (xxxix) 40 acres in the NE¹/₄ of the
6 SE¹/₄ of T. 27 N., R. 21 E., sec. 26.

7 (xxxix) 160 acres in the NW¹/₄ of T.
8 27 N., R. 21 E., sec. 27.

9 (xxxix) 40 acres in the SW¹/₄ of the
10 SW¹/₄ of T. 27 N., R. 21 E., sec. 29.

11 (xxxix) 40 acres in the SW¹/₄ of the
12 NE¹/₄ of T. 27 N., R. 21 E., sec 30.

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

15 (I) 40 acres in the SE¹/₄ of the
16 NE¹/₄; and

17 (II) 80 acres in the N¹/₂ of the
18 SE¹/₄.

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

21 (I) 160 acres in the N¹/₂ of the
22 S¹/₂;

23 (II) 160 acres in the NE¹/₄;

24 (III) 80 acres in the S¹/₂ of the
25 NW¹/₄; and

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

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

5 (I) 28.09 acres in lot 5;

6 (II) 25.35 acres in lot 6;

7 (III) 40 acres in lot 10; and

8 (IV) 40 acres in lot 15.

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

11 (I) 40 acres in the NE¹/₄ of the
12 NE¹/₄;

13 (II) 40 acres in the NW¹/₄ of the
14 SW¹/₄; and

15 (III) 80 acres in the W¹/₂ of the
16 NW¹/₄.

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

19 (I) 80 acres in the E¹/₂ of the
20 NW¹/₄; and

21 (II) 40 acres in the NE¹/₄ of the
22 SW¹/₄.

23 (xl) 40 acres in the SW¹/₄ of the
24 NW¹/₄ of T. 27 N., R. 22 E., sec. 9.

1 (xli) 40 acres in the NE¹/₄ of the
2 SW¹/₄ of T. 27 N., R. 22 E., sec. 17.

3 (xlii) 40 acres in the NW¹/₄ of the
4 NW¹/₄ of T. 27 N., R. 22 E., sec. 19.

5 (xliii) 40 acres in the SE¹/₄ of the
6 NW¹/₄ of T. 27 N., R. 22 E., sec. 20.

7 (xliv) 80 acres in the W¹/₂ of the
8 SE¹/₄ of T. 27 N., R. 22 E., sec. 31.

9 (xlv) 52.36 acres in the SE¹/₄ of the
10 SE¹/₄ of T. 27 N., R. 22 E., sec. 33.

11 (xlvi) 40 acres in the NE¹/₄ of the
12 SW¹/₄ of T. 28 N., R. 22 E., sec. 29.

13 (xlvii) 40 acres in the NE¹/₄ of the
14 NE¹/₄ of T. 26 N., R. 21 E., sec. 7.

15 (xlviii) 40 acres in the SW¹/₄ of the
16 NW¹/₄ of T. 26 N., R. 21 E., sec. 12.

17 (xlix) 42.38 acres in the NW¹/₄ of the
18 NE¹/₄ of T. 26 N., R. 22 E., sec. 6.

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

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

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

1 (I) 80 acres in the E¹/₂ of the
2 NE¹/₄;

3 (II) 80 acres in the N¹/₂ of the
4 SE¹/₄;

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

7 (IV) 40 acres in the SW¹/₄ of the
8 NE¹/₄.

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

15 (i) BENJAMIN KIRKALDIE.—The land
16 described in this clause is 640 acres in T.
17 29 N., R. 26 E., comprised of—

18 (I) the SW¹/₄ of sec. 27;

19 (II) the NE¹/₄ of sec. 33; and

20 (III) the W¹/₂ of sec. 34.

21 (ii) EMMA LAMEBULL.—The land de-
22 scribed in this clause is 320 acres in the
23 N¹/₂ of T. 30 N., R. 23 E., sec. 28.

1 (iii) ALFRED MINUGH.—The land de-
 2 scribed in this clause is 2,559.3 acres,
 3 comprised of—

4 (I) T. 28 N., R. 24 E., includ-
 5 ing—

6 (aa) of sec. 16—

7 (AA) the $E^{1/2}$, $W^{1/2}$,
 8 $E^{1/2}$, $W^{1/2}$, $W^{1/2}$, $NE^{1/4}$;

9 (BB) the $E^{1/2}$, $E^{1/2}$,
 10 $W^{1/2}$, $W^{1/2}$, $NE^{1/4}$;

11 (CC) the $E^{1/2}$, $W^{1/2}$,
 12 $NE^{1/4}$;

13 (DD) the $W^{1/2}$, $E^{1/2}$,
 14 $NE^{1/4}$;

15 (EE) the $W^{1/2}$, $E^{1/2}$,
 16 $E^{1/2}$, $NE^{1/4}$;

17 (FF) the $W^{1/2}$, $W^{1/2}$,
 18 $E^{1/2}$, $E^{1/2}$, $E^{1/2}$, $NE^{1/4}$; and

19 (GG) the $SE^{1/4}$;

20 (bb) all of sec. 21;

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

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

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

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

- 1 (bb) the N¹/₂ of sec. 12;
- 2 (III) 39.9 acres in T. 29 N., R.
- 3 26 E., PMM, sec. 6, lot 2;
- 4 (IV) T. 30 N., R. 26 E., PMM,
- 5 including—
- 6 (aa) 39.4 acres in sec. 3, lot
- 7 2;
- 8 (bb) the SW¹/₄ of the SW¹/₄
- 9 of sec. 4;
- 10 (cc) the E¹/₂ of the SE¹/₄ of
- 11 sec. 5;
- 12 (dd) the S¹/₂ of the SE¹/₄ of
- 13 sec. 7; and
- 14 (ee) the N¹/₂, N¹/₂, NE¹/₄ of
- 15 sec. 18; and
- 16 (V) T. 31 N., R. 26 E., PMM,
- 17 the NW¹/₄ of the SE¹/₄ of sec. 31.
- 18 (C) GRINNELL LANDS.—The following par-
- 19 cels, known as the “Grinnell Lands”:
- 20 (i) 547.20 acres in T. 25 N., R. 24
- 21 E., sec. 1, exterior to the CERCLA bound-
- 22 ary, comprised of—
- 23 (I) lots 1 through 12; and
- 24 (II) 160 acres of the SW¹/₄.

1 (ii) 275.55 acres in T. 25 N., R. 24
2 E., sec. 11, exterior to the CERCLA
3 boundary.

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

6 (I) lots 1 through 12;

7 (II) 40 acres in each of—

8 (aa) the SESW;

9 (bb) the SWSW;

10 (cc) the NESW; and

11 (dd) the NWSW; and

12 (III) 135.73 acres of the SE¹/₄.

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

15 (I) lots 5 through 15; and

16 (II) 160 acres of the SE¹/₄.

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

19 (I) lot 5; and

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

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

25 (I) lots 14 and 15; and

1 (II) 80 acres of the N¹/₂ of the
2 NW¹/₄.

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

5 (I) lots 9 through 12; and

6 (II) 160 acres of the S¹/₂ of the
7 S¹/₂.

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

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

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

13 (III) 80 acres of the N¹/₂ of the
14 SW¹/₄; and

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

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

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

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

24 (I) lots 4 through 17;

1 (II) 40 acres of the NW¹/₄ of the
2 SE¹/₄; and

3 (III) 160 acres of the SW¹/₄.

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

6 (I) lots 1 through 12; and

7 (II) 320 acres of the S¹/₂.

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

10 (I) lots 1 through 12; and

11 (II) 320 acres of the S¹/₂.

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

15 (I) lots 1 through 12; and

16 (II) 160 acres of the SE¹/₄.

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

20 (I) 320 acres of the N¹/₂; and

21 (II) 160 acres of the SE¹/₄.

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

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

1 (I) lots 6 through 11; and

2 (II) 80 acres of the $W^{1/2}$ of the
3 $NW^{1/4}$.

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

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

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

10 (I) lots 5 through 10;

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

12 (III) 40 acres of the $SW^{1/4}$ of the
13 $NW^{1/4}$; and

14 (IV) 80 acres of the $W^{1/2}$ of the
15 $SE^{1/2}$.

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

18 (I) lots 2 through 5;

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

20 (III) 160 acres of the $S^{1/2}$ of the
21 $N^{1/2}$.

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

24 (xxiii) 291.60 acres in T. 26 N., R.
25 24 E., sec. 34, comprised of—

- 1 (I) lots 5 through 8;
- 2 (II) 160 acres of the E¹/₂ of the
3 E¹/₂; and
- 4 (III) 40 acres of the SW¹/₄ of the
5 SE¹/₄.
- 6 (xxiv) 640 acres in T. 26 N., R. 24
7 E., sec. 35.
- 8 (xxv) 640 acres in T. 26 N., R. 24 E.,
9 sec. 36.
- 10 (xxvi) 13 acres in T. 26 N., R. 25 E.,
11 sec. 25.
- 12 (xxvii) 246.54 acres in T. 26 N., R.
13 25 E., sec. 26, comprised of lots 6 through
14 15.
- 15 (xxviii) 245.20 acres in T. 26 N., R.
16 25 E., sec. 27, comprised of lots 5 through
17 12.
- 18 (xxix) 275.44 acres in T. 26 N., R. 25
19 E., sec. 28, comprised of lots 5 through
20 12.
- 21 (xxx) 308.80 acres in T. 26 N., R. 25
22 E., sec. 29, comprised of lots 5 through
23 12.

1 (xxx) 287.86 acres in T. 26 N., R. 25
 2 E., sec. 30, comprised of lots 6 through
 3 13.

4 (xxxii) 634.30 acres in T. 26 N., R.
 5 25 E., sec. 31, comprised of—

6 (I) lots 1 through 4;

7 (II) 320 acres of the E¹/₂; and

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

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

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

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

16 (xxxvi) 488.08 acres in T. 26 N., R.
 17 25 E., sec. 35, comprised of—

18 (I) lots 5 through 10;

19 (II) 80 acres of the N¹/₂ of the
 20 SW¹/₄;

21 (III) 160 acres of the NW¹/₄; and

22 (IV) 40 acres of the SW¹/₄ of the
 23 SW¹/₄.

24 (D) BUREAU OF RECLAMATION PAR-
 25 CELS.—

1 (i) IN GENERAL.—Subject to clause
2 (ii), the Bureau of Reclamation land de-
3 scribed in clause (iii) shall be transferred
4 by the United States to the Fort Belknap
5 Indian Community without charge, to be
6 held in trust by the United States for the
7 benefit of the Fort Belknap Indian Com-
8 munity.

9 (ii) RESTRICTIONS.—

10 (I) IN GENERAL.—A transfer
11 under this subparagraph shall not
12 occur unless and until a cooperative
13 agreement has been negotiated among
14 the Bureau of Reclamation, the Bu-
15 reau of Indian Affairs, and the Fort
16 Belknap Indian Community—

17 (aa) to ensure that the Bu-
18 reau of Reclamation and any suc-
19 cessor in interest, including the
20 Malta Irrigation District, shall
21 retain adequate rights-of-way to
22 carry out OM&R, consistent with
23 all applicable laws and any deliv-
24 ery contracts within the Reserva-
25 tion in effect on the date of en-

1 actment of this Act, at the Milk
2 River Project and Dodson;

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

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

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

15 (aa) the right of ingress and
16 egress by personnel of the Bu-
17 reau of Reclamation, the Malta
18 Irrigation District (or a successor
19 in interest to the Malta Irrigation
20 District), and other authorized
21 personnel for Milk River Project
22 purposes;

23 (bb) all existing rights-of-
24 way of record or in use for
25 Dodson and access to Dodson for

1 Milk River Project purposes, as
2 determined by the Bureau of
3 Reclamation, the Malta Irrigation
4 District (or a successor in inter-
5 est to the Malta Irrigation Dis-
6 trict), and authorized personnel;
7 and

8 (cc) the right of the Bureau
9 of Reclamation and the Malta Ir-
10 rrigation District (or a successor
11 in interest to the Malta Irrigation
12 District)—

13 (AA) to seep, flood, and
14 overflow the transferred land
15 for Milk River Project pur-
16 poses; and

17 (BB) to prohibit the
18 construction of permanent
19 structures on the transferred
20 land, except as provided in
21 the cooperative agreement
22 under subclause (I) and ex-
23 cept to meet the require-
24 ments of the irrigation
25 project.

1 (iii) DESCRIPTION OF LAND.—The
2 Bureau of Reclamation land to be trans-
3 ferred under this subparagraph is the ap-
4 proximately 2,575 acres of land owned by
5 the United States on the northeast corner
6 of the Reservation, comprised of—

7 (I) 310.97 acres in T. 30 N., R.
8 26 E., sec. 1, comprised of—

- 9 (aa) 10.15 acres in lot 10;
10 (bb) 37.96 acres in lot 11;
11 (cc) 37.90 acres in the
12 NE¹/₄ of the SW¹/₄;
13 (dd) 10.06 acres in the
14 NW¹/₄ of the NW¹/₄;
15 (ee) 40 acres in the NW¹/₄
16 of the SE¹/₄;
17 (ff) 2.18 acres in the SE¹/₄
18 of the NW¹/₄;
19 (gg) 30.20 acres in the
20 SE¹/₄ of the SE¹/₄;
21 (hh) 34.53 acres in the
22 SE¹/₄ of the SW¹/₄;
23 (ii) 23.30 acres in the SW¹/₄
24 of the NE¹/₄;

1 (jj) 15.76 acres in the SW¹/₄
2 of the NW¹/₄;

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

5 (ll) 36.76 acres in the NW¹/₄
6 of the SW¹/₄;

7 (II) 15.81 acres in T. 30 N., R.
8 26 E., sec. 2, comprised of—

9 (aa) 15.79 acres in the
10 NE¹/₄ of the NE¹/₄ (all except lot
11 5); and

12 (bb) 0.02 acres in the SE¹/₄
13 of the NE¹/₄ (all except lot 6);

14 (III) 8.42 acres in T. 31 N., R.
15 25 E., sec. 13, lot 5;

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

18 (aa) 7.72 acres in lot 7;

19 (bb) 6.98 acres in lot 8;

20 (cc) 11.40 acres in lot 9;

21 (dd) 2.34 acres in lot 10;

22 (ee) 27.49 acres in lot 11;

23 (ff) 30.60 acres in lot 12;

24 (gg) 13.26 acres in lot 13;

25 and

- 1 (hh) 34.22 acres in lot 14;
- 2 (V) 150.07 acres in T. 31 N., R.
- 3 26 E., sec. 18, comprised of—
- 4 (aa) 26.64 acres in lot 9;
- 5 (bb) 21.16 acres in lot 10;
- 6 (cc) 12.12 acres in lot 11;
- 7 (dd) 21 acres in lot 13;
- 8 (ee) 28.76 acres in lot 14;
- 9 (ff) 12.92 acres in the
- 10 NW¹/₄ of the SW¹/₄;
- 11 (gg) 23.80 acres in the
- 12 SE¹/₄ of the SW¹/₄; and
- 13 (hh) 3.67 acres in the SW¹/₄
- 14 of the SW¹/₄;
- 15 (VI) 60.30 acres in T. 31 N., R.
- 16 26 E., sec. 19, comprised of—
- 17 (aa) 27.66 acres in the
- 18 NE¹/₄ of the NE¹/₄ (all except
- 19 lots 1 and 2);
- 20 (bb) 4.67 acres in the NW¹/₄
- 21 of the NE¹/₄ (all except lot 3);
- 22 and
- 23 (cc) 27.97 acres in the SE¹/₄
- 24 of the NE¹/₄ (all except lot 4);

- 1 (VII) 420.37 acres in T. 31 N.,
2 R. 26 E., sec. 20, comprised of—
- 3 (aa) 39.29 acres in lot 2;
4 (bb) 39.03 acres in lot 3;
5 (cc) 37.21 acres in lot 4;
6 (dd) 17.17 acres in the
7 NE¹/₄ of the NW¹/₄;
8 (ee) 40 acres in the NE¹/₄ of
9 the SE¹/₄;
10 (ff) 24.34 acres in the NE¹/₄
11 of the SW¹/₄ (all except lot 11);
12 (gg) 8.54 acres in the NW¹/₄
13 of the NW¹/₄ (all except lot 7);
14 (hh) 37.20 acres in the
15 NW¹/₄ of the SE¹/₄ (all except lot
16 10);
17 (ii) 18.94 acres in the SE¹/₄
18 of the NW¹/₄ (all except lot 8);
19 (jj) 40 acres in the SE¹/₄ of
20 the SE¹/₄;
21 (kk) 38.65 acres in the
22 SW¹/₄ of the NE¹/₄ (all except lot
23 9);
24 (ll) 40 acres in the SW¹/₄ of
25 the NW¹/₄; and

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

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

5 (aa) 19.29 acres in lot 4;

6 (bb) 11.12 acres in lot 7;

7 (cc) 20.08 acres in lot 8;

8 (dd) 19.11 acres in lot 10;

9 (ee) 29.72 acres in lot 11;

10 (ff) 39 acres in lot 12;

11 (gg) 26.93 acres in lot 13;

12 (hh) 40 acres in the NW¹/₄
13 of the SW¹/₄;

14 (ii) 40 acres in the SE¹/₄ of
15 the SW¹/₄;

16 (jj) 40 acres in the SW¹/₄ of
17 the SW¹/₄; and

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

20 (IX) 98.05 acres in T. 31 N., R.
21 26 E., sec. 22, comprised of—

22 (aa) 25.87 acres in lot 5;

23 (bb) 32.01 acres in lot 6;

24 (cc) 27.49 acres in lot 7;

25 and

1 (dd) 12.68 acres in lot 8;

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

3 26 E., sec. 26, comprised of—

4 (aa) 35.32 acres in lot 3;

5 (bb) 24.34 acres in lot 6;

6 (cc) 40 acres in the NW¹/₄

7 of the SW¹/₄;

8 (dd) 16.60 acres in the

9 SE¹/₄ of the SW¹/₄;

10 (ee) 24.20 acres in the

11 SW¹/₄ of the SE¹/₄;

12 (ff) 0.12 acres in the SE¹/₄

13 of the SE¹/₄; and

14 (gg) 15.63 acres in the

15 SW¹/₄ of the SW¹/₄;

16 (XI) 440.99 acres in T. 31 N.,

17 R. 26 E., sec. 27, comprised of—

18 (aa) 32.05 acres in lot 4;

19 (bb) 39.32 acres in lot 5;

20 (cc) 19.89 acres in lot 6;

21 (dd) 39.97 acres in lot 7;

22 (ee) 21.75 acres in lot 8;

23 (ff) 40 acres in the NE¹/₄ of

24 the SE¹/₄;

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

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

5 (ii) 40 acres in the NW¹/₄ of
6 the SW¹/₄;

7 (jj) 40 acres in the SE¹/₄ of
8 the NW¹/₄;

9 (kk) 11.52 acres in the
10 SE¹/₄ of the SE¹/₄;

11 (ll) 3.38 acres in the SE¹/₄
12 of the SW¹/₄;

13 (mm) 35.55 acres in the
14 SW¹/₄ of the NW¹/₄;

15 (nn) 7.48 acres in the SW¹/₄
16 of the SE¹/₄; and

17 (oo) 30.08 acres in the
18 SW¹/₄ of the SW¹/₄;

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

21 (aa) 39.97 acres in lot 1;

22 (bb) 11.63 acres in the
23 NE¹/₄ of the NW¹/₄ (all except
24 lot 3);

1 (cc) 30.76 acres in the
2 NE¹/₄ of the SE¹/₄ (all except lot
3 6);

4 (dd) 34.26 acres in the
5 NW¹/₄ of the NE¹/₄ (all except
6 lot 2);

7 (ee) 13.04 acres in the
8 NW¹/₄ of the SE¹/₄ (all except lot
9 7);

10 (ff) 19.65 acres in the SE¹/₄
11 of the NE¹/₄ (all except lot 5);

12 (gg) 2.98 acres in the SE¹/₄
13 of the SE¹/₄ (all except lot 8);
14 and

15 (hh) 17.29 acres in the
16 SW¹/₄ of the NE¹/₄;

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

19 (aa) 32.97 acres in the
20 NE¹/₄ of the NE¹/₄ (all except lot
21 1); and

22 (bb) 26.37 acres in the
23 NW¹/₄ of the NE¹/₄ (all except
24 lot 2);

1 (XIV) 134.54 acres in T. 31 N.,
2 R. 26 E., sec. 35, comprised of—

3 (aa) 24.59 acres in the
4 NE¹/₄ of the NE¹/₄ (all except lot
5 1);

6 (bb) 35.52 acres in the
7 NE¹/₄ of the SE¹/₄ (all except lot
8 4);

9 (cc) 5.57 acres in the NW¹/₄
10 of the NE¹/₄ (all except lot 2);

11 (dd) 40 acres in the SE¹/₄ of
12 the NE¹/₄;

13 (ee) 24.20 acres in the SE¹/₄
14 of the SE¹/₄ (all except lot 5);
15 and

16 (ff) 4.66 acres in the SW¹/₄
17 of the NE¹/₄ (all except lot 3);
18 and

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

21 (aa) 15.43 acres in lot 10;

22 (bb) 30.15 acres in lot 11;

23 and

1 (cc) 11.29 acres in the
2 SW¹/₄ of the NW¹/₄ (all except
3 lot 12).

4 (4) EXISTING RIGHTS AND USES.—

5 (A) USES.—

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

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

19 (B) IMPROVEMENTS.—Any improvements
20 constituting personal property (as defined by
21 State law) on land transferred under this sub-
22 section by the holder of the lease, permit, or
23 right-of-way—

24 (i) shall remain the property of the
25 holder; and

1 (ii) shall be removed not later than 90
2 days after the date on which the lease, per-
3 mit, or right-of-way expires, unless the
4 Fort Belknap Indian Community and the
5 holder agree otherwise.

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

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

17 (A) unless the United States or the Fort
18 Belknap Indian Community request an addi-
19 tional survey for the transferred land, the de-
20 scription of land under this section shall be con-
21 trolling;

22 (B) if a survey is requested, the Secretary
23 and the Fort Belknap Indian Community shall
24 jointly provide for the survey of the land, in-
25 cluding any mining claims; and

1 (C) the descriptions under this section or
2 any survey under subparagraph (B) shall con-
3 trol the total acreage to be transferred.

4 (6) DATE OF TRANSFER.—

5 (A) LAND.—

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

15 (ii) LIMIT.—Notwithstanding clause
16 (i), all transfers shall be completed by not
17 later than 15 years after the date of enact-
18 ment of this Act.

19 (B) WAIVERS.—A waiver and release of
20 claims under subsections (a) and (b) of section
21 10 relating to land described in subparagraph
22 (A) shall take effect on the date on which all
23 of the land transfers for land described in sub-
24 paragraph (A) are complete.

1 (7) TOTAL AMOUNT OF FEDERAL LAND TO BE
2 TRANSFERRED.—The total amount of Federal land
3 to be transferred under this subsection is approxi-
4 mately 30,844 acres.

5 (c) FORECLOSED LAND.—Any trust land within the
6 Reservation that has been or is foreclosed on by the
7 United States shall be transferred to the United States
8 to be held in trust for the Fort Belknap Indian Commu-
9 nity by—

10 (1) not later than 15 years after the date of en-
11 actment of this Act, if the foreclosure occurs before
12 the date of enactment of this Act; or

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

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

21 (e) WATER RIGHTS.—

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

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

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

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

20 (g) JURISDICTION OF GRINNELL LANDS.—

21 (1) IN GENERAL.—Notwithstanding any other
22 provision of Federal law, beginning on the date on
23 which the conditions described in paragraph (2) are
24 met, the Fort Belknap Indian Community Council
25 shall have administrative, regulatory, and judicial ju-

1 jurisdiction over the Grinnell Lands described in sub-
2 section (b)(3)(C), including jurisdiction over public
3 recreational access, hunting, and fishing, and nat-
4 ural resource management.

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

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

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

21 (3) REGULATIONS.—

22 (A) IN GENERAL.—Any regulations pro-
23 mulgated by the Fort Belknap Indian Commu-
24 nity pursuant to the jurisdiction of the Fort

1 Belknap Indian Community under paragraph
2 (1) shall be subject to—

3 (i) a 30-day notice and comment pe-
4 riod provided by the Secretary to the
5 State; and

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

9 (B) SECRETARIAL APPROVAL.—Not later
10 than 180 days after the date on which the no-
11 tice and comment period under subparagraph
12 (A)(i) ends, the Secretary shall approve or dis-
13 approve the regulations.

14 (4) NOTIFICATION AFTER FEDERAL OR STATE
15 AMENDMENT.—

16 (A) IN GENERAL.—If an applicable Fed-
17 eral or State hunting and fishing or rec-
18 reational access law or regulation is amended
19 after the date on which jurisdiction over that
20 law or regulation on the Grinnell Lands de-
21 scribed in subsection (b)(3)(C) is transferred to
22 the Fort Belknap Indian Community Council
23 under this subsection, the head of the appro-
24 priate Federal or State agency, as applicable,

1 shall promptly notify the Fort Belknap Indian
2 Community Council of the amendment.

3 (B) RESPONSE.—

4 (i) IN GENERAL.—Subject to clause
5 (ii), not later than 120 days after the date
6 on which notification is provided to the
7 Fort Belknap Indian Community Council
8 under subparagraph (A), the Fort Belknap
9 Indian Community Council shall—

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

14 (II) notify the Secretary of the
15 amendment.

16 (ii) SECRETARIAL APPROVAL.—An
17 amendment by the Fort Belknap Indian
18 Community Council under clause (i) shall
19 be subject to the approval of the Secretary,
20 who shall approve the amendment by not
21 later than 90 days after the date on which
22 the Secretary receives notice of the amend-
23 ment under clause (i)(II).

24 (iii) FAILURE TO RESPOND.—If the
25 Fort Belknap Indian Community Council

1 fails to comply with clause (i), regulatory
2 jurisdiction shall revert to the United
3 States under paragraph (1) until the ear-
4 lier of—

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

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

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

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

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

23 (h) ENVIRONMENTAL ANALYSIS.—Notwithstanding
24 section 4(c), in preparing an environmental assessment or
25 environmental impact statement pursuant to section

1 102(2) of the National Environmental Policy Act of 1969
 2 (42 U.S.C. 4332(2)) for the acquisition of State land par-
 3 cels and the conveyance of Federal land under this section,
 4 the Secretary shall only be required to study, develop, and
 5 describe—

6 (1) the proposed agency action; and

7 (2) the alternative of no action.

8 **SEC. 7. STORAGE ALLOCATION FROM LAKE ELWELL.**

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

11 (1) IN GENERAL.—The Secretary shall perma-
 12 nently allocate to the Fort Belknap Indian Commu-
 13 nity 20,000 acre-feet per year of water stored in
 14 Lake Elwell for use by the Fort Belknap Indian
 15 Community for any beneficial purpose on or off the
 16 Reservation, under a water right held by the United
 17 States and managed by the Bureau of Reclamation
 18 for the benefit of the Fort Belknap Indian Commu-
 19 nity, as measured—

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

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

24 (2) SOURCE OF ALLOCATION.—

1 (A) IN GENERAL.—For each applicable
2 year, the Fort Belknap Indian Community shall
3 take the allocation under paragraph (1) from
4 the active conservation pool or the joint-use
5 pool of the reservoir in such quantities as are
6 sufficient to satisfy the total annual allocation.

7 (B) PRIORITY.—The allocation under
8 paragraph (1) to the Fort Belknap Indian Com-
9 munity shall take priority over any and all
10 instream flow and recreational uses of the ap-
11 plicable water.

12 (b) TREATMENT.—

13 (1) IN GENERAL.—The allocation under sub-
14 section (a) to the Fort Belknap Indian Community
15 shall be considered to be a part of the Tribal water
16 rights.

17 (2) PRIORITY DATE.—The priority date of the
18 allocation under subsection (a) to the Fort Belknap
19 Indian Community shall be the priority date of the
20 Lake Elwell water right held by the Bureau of Rec-
21 lamation.

22 (3) ADMINISTRATION.—

23 (A) IN GENERAL.—The Fort Belknap In-
24 dian Community shall administer the water al-

1 located under subsection (a) in accordance
2 with—

- 3 (i) the Compact;
- 4 (ii) this Act; and
- 5 (iii) Tribal law.

6 (B) TEMPORARY TRANSFER.—In accord-
7 ance with subsection (d), the Fort Belknap In-
8 dian Community may temporarily transfer off
9 the Reservation, by service contract, lease, ex-
10 change, or other agreement, the water allocated
11 under subsection (a), subject to—

- 12 (i) the approval of the Secretary; and
- 13 (ii) the requirements of the Compact.

14 (C) EXCEPTION.—Notwithstanding sub-
15 paragraph (A), paragraphs (1) through (3) of
16 article IV.A.5.b. of the Compact shall not apply
17 to any annual allocation under this subsection,
18 except to the extent that article limits the use
19 of the allocation to a location within the Mis-
20 souri River Basin.

21 (c) ALLOCATION AGREEMENT.—

22 (1) IN GENERAL.—As a condition of receiving
23 an allocation under this section, the Fort Belknap
24 Indian Community shall enter into an agreement
25 with the Secretary to establish the terms and condi-

1 tions of the allocation, in accordance with the Com-
2 pact and this Act.

3 (2) INCLUSIONS.—The agreement under para-
4 graph (1) shall include provisions establishing that—

5 (A) the agreement shall be without limit as
6 to term;

7 (B) the Fort Belknap Indian Community,
8 and not the United States, shall be entitled to
9 all consideration due to the Fort Belknap In-
10 dian Community under any lease, contract, or
11 agreement entered into by the Fort Belknap In-
12 dian Community pursuant to subsection (d);

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

15 (i) any funds received by the Fort
16 Belknap Indian Community as consider-
17 ation under any lease, contract, or agree-
18 ment entered into by the Fort Belknap In-
19 dian Community pursuant to subsection
20 (d); or

21 (ii) the expenditure of those funds;

22 (D) if the capacity or function of Lake
23 Elwell facilities are significantly reduced, or are
24 anticipated to be significantly reduced, for an
25 extended period of time, the Fort Belknap In-

1 dian Community shall have the same storage
2 rights as other storage contractors with respect
3 to the allocation under this section;

4 (E) the costs associated with the construc-
5 tion of the storage facilities at Tiber Dam allo-
6 cable to the Fort Belknap Indian Community
7 shall be nonreimbursable;

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

17 (G) the Fort Belknap Indian Community
18 shall not be required to make payments to the
19 United States for any water allocated to the
20 Fort Belknap Indian Community under this
21 section or the allocation agreement, except for
22 each acre-foot of stored water leased or trans-
23 ferred for industrial purposes as described in
24 subparagraph (H);

1 (H) for each acre-foot of stored water
2 leased or transferred by the Fort Belknap In-
3 dian Community for industrial purposes—

4 (i) the Fort Belknap Indian Commu-
5 nity shall pay annually to the United
6 States an amount necessary to cover the
7 proportional share of the annual operation,
8 maintenance, and replacement costs allo-
9 cable to the quantity of water leased or
10 transferred by the Fort Belknap Indian
11 Community for industrial purposes; and

12 (ii) the annual payments of the Fort
13 Belknap Indian Community shall be re-
14 viewed and adjusted, as appropriate, to re-
15 flect the actual operation, maintenance,
16 and replacement costs for Tiber Dam; and

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

24 (d) AGREEMENT BY FORT BELKNAP INDIAN COMMU-
25 NITY.—The Fort Belknap Indian Community may use,

1 lease, contract, exchange, or enter into any other agree-
2 ment for the use of the water allocated to the Fort
3 Belknap Indian Community under subsection (a) if—

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

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

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

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

16 (g) WATER DEVELOPMENT AND DELIVERY COSTS.—

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

1 and Reservoir in accordance with a request from the
2 Fort Belknap Indian Community.

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

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

9 (a) MILK RIVER PROJECT MODIFICATIONS.—

10 (1) PROCEDURES.—

11 (A) IN GENERAL.—The Commissioner, in
12 consultation with the Assistant Secretary for
13 Indian Affairs, the Fort Belknap Indian Com-
14 munity, the Joint Board, and other affected
15 stakeholders, shall modify the operating proce-
16 dures of the Milk River Project as the Commis-
17 sioner determines to be necessary to ensure that
18 the Fresno Reservoir is operated in accordance
19 with article III.A.2. and article IV.E. of the
20 Compact.

21 (B) 1946 FRESNO RESERVOIR AGREE-
22 MENT.—

23 (i) IN GENERAL.—The Commissioner
24 shall carry out such actions as the Com-
25 missioner determines to be necessary to

1 provide a more equitable accounting of the
2 $\frac{1}{7}$ share of the Fort Belknap Indian Com-
3 munity to the Fresno Reservoir total quan-
4 tity of stored water available for use dur-
5 ing each irrigation season from the waters
6 of the Milk River that are impounded and
7 stored in the Fresno Reservoir under the
8 agreement between the Commissioner and
9 the Assistant Secretary of Indian Affairs
10 relating to the Milk River Project, num-
11 bered I-1-Ind. 18725, and dated July 8,
12 1946.

13 (ii) ADDITIONAL CONSIDERATIONS.—

14 In addition to the $\frac{1}{7}$ share described in
15 clause (i), the Commissioner shall take into
16 consideration and fully account for the
17 right of the Fort Belknap Indian Commu-
18 nity to the Milk River consistent with arti-
19 cle III.A.1. of the Compact.

20 (iii) DOWNSTREAM RELEASE.—Any

21 water stored on behalf of the Fort Belknap
22 Indian Community in the Fresno Reservoir
23 that is available at the end of each irriga-
24 tion season shall be released downstream,
25 in a manner to be determined by the Fort

1 Belknap Indian Community, for storage in
2 the proposed Fort Belknap Reservoir.

3 (iv) AMENDMENTS.—The Commis-
4 sioner and the Assistant Secretary for In-
5 dian Affairs may jointly amend the agree-
6 ment referred to in clause (i) as the Com-
7 missioner and the Assistant Secretary de-
8 termine to be necessary to provide for an
9 equitable accounting of the share of the
10 Fort Belknap Indian Community described
11 in clause (i).

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

17 (b) MILK RIVER COORDINATING COMMITTEE.—

18 (1) IN GENERAL.—The Secretary, acting
19 through the Commissioner, the Director of the Bu-
20 reau of Indian Affairs, the Director of the United
21 States Geological Survey, the Director of the United
22 States Fish and Wildlife Service, and the Director of
23 the Bureau of Land Management, may participate
24 in the Milk River Coordinating Committee pursuant
25 to article IV.C. of the Compact.

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

5 (3) TECHNICAL SUPPORT.—The Secretary
6 may—

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

- 9 (i) pursuant to the Milk River Project;
10 (ii) under applicable contracts; and
11 (iii) by the Fort Belknap Indian Com-
12 munity; and

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

18 (4) COORDINATION OF STORAGE AND RE-
19 LEASE.—Notwithstanding article IV.C.11. of the
20 Compact, the Secretary (acting through the Com-
21 missioner), and in consultation with the Milk River
22 Coordinating Committee, shall develop an accounting
23 for the coordination of storage and release of water
24 from Federal storage facilities within the federally
25 owned portion of the Milk River Project.

1 (c) MILK RIVER PROJECT MITIGATION.—

2 (1) IN GENERAL.—The State, in consultation
3 with the Secretary, the Fort Belknap Indian Com-
4 munity, the Joint Board, and other affected stake-
5 holders, shall use funds made available under sub-
6 section (d) and section 12(f) to provide grants for
7 projects for mitigation of the Milk River Project in
8 accordance with—

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

10 (B) this Act.

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

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

22 (4) COMPLIANCE WITH NEPA.—The Secretary
23 shall ensure that each project that receives Federal
24 funds under this subsection is carried out in accord-

1 ance with the National Environmental Policy Act of
2 1969 (42 U.S.C. 4321 et seq.).

3 (d) STATE CONTRIBUTIONS.—

4 (1) IN GENERAL.—The Secretary shall treat as
5 a State contribution to mitigation of the Milk River
6 Project—

7 (A) the difference between—

8 (i) the \$9,500,000 authorized by the
9 Act of April 28, 2005 (chapter 499, section
10 2(2), 2005 Mont. Laws 1978); and

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

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

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

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

22 (B) an amount equal to \$4,000,000 of in-
23 kind contributions for technical, modeling, and
24 other services for purposes of identifying, sup-

1 porting, and enhancing water use and manage-
2 ment in the Milk River.

3 (3) TREATMENT OF CONTRIBUTIONS.—A con-
4 tribution by the State under this subsection shall be
5 counted towards fulfillment of the obligation of the
6 State under article VI.B. of the Compact.

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

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

17 (e) TRIBAL AGREEMENT BETWEEN THE FORT
18 BELKNAP INDIAN COMMUNITY AND THE BLACKFEET
19 TRIBE RELATED TO THE MILK RIVER.—Section
20 3705(e)(1) of the Blackfeet Water Rights Settlement Act
21 (Public Law 114–322; 130 Stat. 1818) is amended by
22 striking “shall establish,” and inserting “shall establish,
23 by not later than 1 year after the date on which that 3-
24 year period ends,”.

1 SEC. 9. SATISFACTION OF CLAIMS.

2 (a) IN GENERAL.—The benefits provided under this
3 Act shall be in complete replacement of, complete substi-
4 tution for, and full satisfaction of any claim of the Fort
5 Belknap Indian Community against the United States
6 that is waived and released by the Fort Belknap Indian
7 Community under section 10(a).

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

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

14 (2) any claims of the allottees against the
15 United States similar to the claims described in sec-
16 tion 10(a)(2) that the allottee asserted or could have
17 asserted.

18 SEC. 10. WAIVERS AND RELEASES OF CLAIMS.

19 (a) IN GENERAL.—

20 (1) WAIVER AND RELEASE OF CLAIMS BY THE
21 FORT BELKNAP INDIAN COMMUNITY AND UNITED
22 STATES AS TRUSTEE FOR THE FORT BELKNAP IN-
23 DIAN COMMUNITY.—Subject to the reservation of
24 rights and retention of claims under subsection (d),
25 as consideration for recognition of the Tribal water
26 rights and other benefits described in the Compact

1 and this Act, the Fort Belknap Indian Community,
2 acting on behalf of the Fort Belknap Indian Com-
3 munity and members of the Fort Belknap Indian
4 Community (but not any member of the Fort
5 Belknap Indian Community as an allottee), and the
6 United States, acting as trustee for the Fort
7 Belknap Indian Community and the members of the
8 Fort Belknap Indian Community (but not any mem-
9 ber of the Fort Belknap Indian Community as an al-
10 lottee), shall execute a waiver and release of all
11 claims for water rights within the State that the
12 Fort Belknap Indian Community, or the United
13 States acting as trustee for the Fort Belknap Indian
14 Community, asserted or could have asserted in any
15 proceeding, including a State stream adjudication,
16 on or before the enforceability date, except to the ex-
17 tent that such rights are recognized in the Compact
18 and this Act.

19 (2) WAIVER AND RELEASE OF CLAIMS BY THE
20 UNITED STATES AS TRUSTEE FOR ALLOTTEES.—
21 Subject to the reservation of rights and the retention
22 of claims under subsection (d), as consideration for
23 recognition of the Tribal water rights and other ben-
24 efits described in the Compact and this Act, the
25 United States, acting as trustee for the allottees,

1 shall execute a waiver and release of all claims for
2 water rights within the Reservation that the United
3 States, acting as trustee for the allottees, asserted or
4 could have asserted in any proceeding, including a
5 State stream adjudication, on or before the enforce-
6 ability date, except to the extent that such rights are
7 recognized in the Compact and this Act.

8 (3) WAIVER AND RELEASE OF CLAIMS BY THE
9 FORT BELKNAP INDIAN COMMUNITY AGAINST THE
10 UNITED STATES.—Subject to the reservation of
11 rights and retention of claims under subsection (d),
12 the Fort Belknap Indian Community, acting on be-
13 half of the Fort Belknap Indian Community and
14 members of the Fort Belknap Indian Community
15 (but not any member of the Fort Belknap Indian
16 Community as an allottee), shall execute a waiver
17 and release of all claims against the United States
18 (including any agency or employee of the United
19 States) relating to—

20 (A) water rights within the State that the
21 United States, acting as trustee for the Fort
22 Belknap Indian Community, asserted or could
23 have asserted in any proceeding, including a
24 general stream adjudication in the State, except

1 to the extent that such rights are recognized as
2 Tribal water rights under this Act;

3 (B)(i) damage, loss, or injury to water,
4 water rights, land, or natural resources due to
5 loss of water or water rights, including dam-
6 ages, losses, or injuries to hunting, fishing,
7 gathering, or cultural rights, if the claim first
8 accrued on or before the enforceability date;

9 (ii) interference with, diversion of, or tak-
10 ing of water, if the claim first accrued on or be-
11 fore the enforceability date; or

12 (iii) failure to protect, acquire, replace, or
13 develop water, water rights, or water infrastruc-
14 ture within the State, if the claim first accrued
15 on or before the enforceability date;

16 (C) a failure to establish or provide a mu-
17 nicipal rural or industrial water delivery system
18 on the Reservation;

19 (D) a failure to provide for operation and
20 maintenance, or deferred maintenance, for the
21 Fort Belknap Indian Irrigation Project or any
22 other irrigation system or irrigation project on
23 the Reservation;

1 (E) the litigation of claims relating to the
2 water rights of the Fort Belknap Indian Com-
3 munity in the State;

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

6 (G) the allocation of water of the Milk
7 River and the St. Mary River (including tribu-
8 taries) between the United States and Canada
9 pursuant to the International Boundary Waters
10 Treaty of 1909 (36 Stat. 2448).

11 (b) EFFECTIVENESS.—The waivers and releases
12 under subsection (a) shall take effect on the enforceability
13 date.

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

21 (d) RESERVATION OF RIGHTS AND RETENTION OF
22 CLAIMS.—Notwithstanding the waivers and releases under
23 subsection (a), the Fort Belknap Indian Community, act-
24 ing on behalf of the Fort Belknap Indian Community and
25 members of the Fort Belknap Indian Community, and the

1 United States, acting as trustee for the Fort Belknap In-
2 dian Community and the allottees shall retain—

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

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

8 (B) the land transfers required under sec-
9 tion 6;

10 (2) all claims relating to—

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

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

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

21 (iii) the Federal Water Pollution Con-
22 trol Act (33 U.S.C. 1251 et seq.); and

23 (iv) any regulations implementing the
24 Acts described in clauses (i) through (iii);

1 (B) damage, loss, or injury to land or nat-
2 ural resources that are not due to loss of water
3 or water rights (including hunting, fishing,
4 gathering, or cultural rights); and

5 (C) an action to prevent any person or
6 party (as defined in sections 29 and 30 of arti-
7 cle II of the Compact) from interfering with the
8 enjoyment of the Tribal water rights;

9 (3) all claims arising under section 13(i) relat-
10 ing to the enforcement of any Federal, State, or
11 Tribal law (including common law);

12 (4) all claims relating to off-Reservation hunt-
13 ing rights, fishing rights, gathering rights, or other
14 rights;

15 (5) all claims relating to the right to use and
16 protect water rights acquired after the date of enact-
17 ment of this Act;

18 (6) all claims relating to the allocation of
19 waters of the Milk River and the Milk River Project
20 between the Fort Belknap Indian Community and
21 the Blackfeet Tribe, pursuant to section 3705(e)(3)
22 of the Blackfeet Water Rights Settlement Act (Pub-
23 lic Law 114–322; 130 Stat. 1818); and

1 (7) all rights, remedies, privileges, immunities,
2 and powers not specifically waived and released pur-
3 suant to this Act or the Compact.

4 (e) EFFECT OF COMPACT AND ACT.—Nothing in the
5 Compact or this Act—

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

10 (2) affects the ability of the United States, act-
11 ing as a sovereign, to take any action authorized by
12 law (including regulations), including any law relat-
13 ing to health, safety, or the environment, includ-
14 ing—

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

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

19 (C) CERCLA;

20 (3) affects the ability of the United States to
21 act as trustee for any other Indian Tribe or an allot-
22 tee of any other Indian Tribe;

23 (4) confers jurisdiction on any State court—

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

1 (B) to determine the duties of the United
2 States or any other party pursuant to a Federal
3 law relating to health, safety, or the environ-
4 ment;

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

7 (D) to interpret Tribal law; or

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

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

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

20 (2)(A) the Montana Water Court has issued a
21 final judgment and decree approving the Compact
22 and that decision has become final and nonappeal-
23 able; or

24 (B) if the Montana Water Court is found to
25 lack jurisdiction, the appropriate United States dis-

1 trict court has approved the Compact, and that deci-
2 sion has become final and nonappealable;

3 (3) all of the amounts authorized under section
4 12 have been appropriated and deposited in the des-
5 ignated accounts;

6 (4) the Secretary has executed the agreements
7 with the Fort Belknap Indian Community as re-
8 quired under the Compact and this Act;

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

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

14 (g) TOLLING OF CLAIMS.—

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

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

24 (h) VOIDING OF WAIVERS.—If the authority provided
25 by this Act terminates under section 14—

1 (1) the approval by the United States of the
2 Compact under section 4 shall no longer be effective;

3 (2) any waivers and releases executed by the
4 Fort Belknap Indian Community under this section
5 shall be void;

6 (3) any unexpended and unobligated Federal
7 funds appropriated or made available to carry out
8 the activities authorized by this Act, together with
9 any interest earned on those funds, shall be returned
10 to the Federal Government, unless otherwise agreed
11 to by the Fort Belknap Indian Community and the
12 United States; and

13 (4) all statutes of limitations applicable to any
14 claim subject to the waiver shall be tolled until June
15 30, 2035.

16 **SEC. 11. FORT BELKNAP INDIAN COMMUNITY SETTLEMENT**
17 **TRUST FUND.**

18 (a) DEFINITION OF PLAN.—

19 (1) IN GENERAL.—In this section, the term
20 “Plan” means the document entitled “Fort Belknap
21 Indian Community Comprehensive Water Develop-
22 ment Plan”, prepared by Natural Resources Con-
23 sulting Engineers, Inc., and dated February 2019.

24 (2) INCLUSION.—In this section, the term
25 “Plan” includes any modification to the document

1 referred to in paragraph (1) that the Fort Belknap
2 Indian Community determines to be necessary to ac-
3 count for conditions in existence at the time at
4 which an activity is carried out pursuant to this sec-
5 tion.

6 (b) ESTABLISHMENT.—

7 (1) IN GENERAL.—The Secretary shall establish
8 in the Treasury of the United States a trust fund,
9 to be known as the “Fort Belknap Indian Commu-
10 nity Settlement Trust Fund”, consisting of—

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

13 (B) any interest earned on those amounts.

14 (2) MANAGEMENT; AVAILABILITY.—Amounts in
15 the Trust Fund shall—

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

18 (B) remain available until expended.

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

21 (1) The Fort Belknap Indian Community Trib-
22 al Land and Water Rehabilitation, Modernization,
23 and Expansion Account, the principal and interest of
24 which may be used to pay or reimburse costs in-
25 curred by the United States, the State, or the Fort

1 Belknap Indian Community for activities described
2 in the Plan relating to—

3 (A) exchanging, transferring, or acquiring
4 land;

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

8 (C) agricultural development;

9 (D) cultural preservation;

10 (E) water resources development; and

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

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

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

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

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

23 (B) the annual operation and maintenance
24 costs for Tribal and allotted water resources
25 projects.

1 (3) The Fort Belknap Indian Community Trib-
2 al Economic Development Account, the principal and
3 interest of which may be used by the Fort Belknap
4 Indian Community to pay the costs of such activities
5 described in the Plan as the Fort Belknap Indian
6 Community determines to be necessary to advance
7 the economic development of the Fort Belknap In-
8 dian Community.

9 (4) The Fort Belknap Indian Community Do-
10 mestic Water Supply and Wastewater Systems Ac-
11 count, the principal and interest of which may be
12 used by the Fort Belknap Indian Community to pay
13 the costs of activities described in the Plan relating
14 to—

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

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

22 (C) the planning, design, and construction
23 of a wastewater treatment and collections sys-
24 tem for Tribal communities; and

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

4 (d) DEPOSITS.—The Secretary shall deposit—

5 (1) in the Fort Belknap Indian Community
6 Tribal Land and Water Rehabilitation, Moderniza-
7 tion, and Expansion Account established under sub-
8 section (c)(1), the amounts made available pursuant
9 to section 12(b);

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

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

19 (4) in the Fort Belknap Indian Community Do-
20 mestic Water Supply and Wastewater Systems Ac-
21 count established under subsection (c)(4), the
22 amounts made available pursuant to section 12(e).

23 (e) MANAGEMENT AND INTEREST.—

24 (1) MANAGEMENT.—On deposit of the funds
25 into the Accounts pursuant to subsection (d), the

1 Secretary shall manage, invest, and distribute all
2 amounts in the Trust Fund in accordance with—

3 (A) the Act of April 1, 1880 (25 U.S.C.
4 161);

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

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

10 (D) the obligations of Federal corporations
11 and Federal Government-sponsored entities, the
12 charter documents of which provide that the ob-
13 ligations of the entities are lawful investments
14 for federally managed funds, including—

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

20 (ii) bonds, notes, and debentures of
21 the Commodity Credit Corporation de-
22 scribed in section 4 of the Act of March 8,
23 1938 (15 U.S.C. 713a-4);

24 (iii) bonds and other obligations of the
25 Tennessee Valley Authority described in

1 section 15d of the Tennessee Valley Au-
2 thority Act of 1933 (16 U.S.C. 831n-4);
3 and

4 (iv) the obligations of the United
5 States Postal Service described in section
6 2005 of title 39, United States Code; and
7 (E) this section.

8 (2) INVESTMENT EARNINGS.—In addition to
9 the deposits under subsection (d), any investment
10 earnings, including interest, credited to amounts
11 held in the Trust Fund are authorized to be appro-
12 priated for use in accordance with subsection (c).

13 (f) AVAILABILITY OF AMOUNTS.—

14 (1) FUNDING.—Except as provided in para-
15 graph (3), the amounts made available under this
16 section (including any investment earnings on those
17 amounts) shall be available for expenditure or with-
18 drawal by the Fort Belknap Indian Community
19 without fiscal year limitation beginning on the en-
20 forceability date.

21 (2) OTHER FUNDING.—In addition to funding
22 specifically made available under this Act, if the Sec-
23 retary determines that, for a given fiscal year, a suf-
24 ficient amount of funding has not been made avail-
25 able through annual appropriations or other sources,

1 the Secretary shall expend from the Reclamation
2 Water Settlements Fund established by section
3 10501(a) of the Omnibus Public Land Management
4 Act of 2009 (43 U.S.C. 407(a)) such amounts as are
5 necessary to pay the Federal share of the costs asso-
6 ciated with the Trust Fund.

7 (3) FUNDING FOR TRIBAL IMPLEMENTATION
8 ACTIVITIES.—Notwithstanding paragraph (1), on ap-
9 proval of the Compact by the members of the Fort
10 Belknap Indian Community pursuant to section
11 10(f)(1), as certified by the Secretary and the Fort
12 Belknap Indian Community, and subject to the
13 availability of appropriations, \$4,800,000 of the
14 amounts in the Fort Belknap Indian Community
15 Water Resources and Water Rights Administration,
16 Operation, and Maintenance Account established
17 under subsection (c)(2) shall be made available to
18 the Fort Belknap Indian Community for—

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

21 (B) the implementation of—

22 (i) the Compact; and

23 (ii) this Act.

24 (g) WITHDRAWALS.—

1 (1) AMERICAN INDIAN TRUST FUND MANAGE-
2 MENT REFORM ACT OF 1994.—

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

10 (B) ADDITIONAL REQUIREMENTS.—In ad-
11 dition to the requirements under the American
12 Indian Trust Fund Management Reform Act of
13 1994 (25 U.S.C. 4001 et seq.), the Tribal man-
14 agement plan under this paragraph shall re-
15 quire that the Fort Belknap Indian Community
16 shall spend all amounts withdrawn from the
17 Trust Fund in accordance with—

18 (i) this Act; and

19 (ii) the Compact.

20 (C) ENFORCEMENT.—The Secretary may
21 carry out such judicial and administrative ac-
22 tions as the Secretary determines to be nec-
23 essary—

24 (i) to enforce the Tribal management
25 plan under this paragraph; and

1 (ii) to ensure that amounts withdrawn
2 from the Trust Fund by the Fort Belknap
3 Indian Community under this paragraph
4 are used in accordance with—

5 (I) this Act; and

6 (II) the Compact.

7 (2) EXPENDITURE PLAN.—

8 (A) IN GENERAL.—The Fort Belknap In-
9 dian Community may submit to the Secretary a
10 request to withdraw funds from the Trust Fund
11 pursuant to an approved expenditure plan
12 under subparagraph (B).

13 (B) PLAN.—

14 (i) IN GENERAL.—The Fort Belknap
15 Indian Community shall submit to the Sec-
16 retary for approval an expenditure plan for
17 any portion of the amounts in the Trust
18 Fund that the Fort Belknap Indian Com-
19 munity elects to withdraw pursuant to this
20 paragraph.

21 (ii) DESCRIPTION.—The expenditure
22 plan shall describe the manner in which,
23 and the purposes for which, amounts in
24 the Trust Fund will be used for the pur-
25 poses described in—

1 (I) this Act; and

2 (II) the Compact.

3 (C) APPROVAL.—The Secretary shall ap-
4 prove an expenditure plan submitted under sub-
5 paragraph (B) if the Secretary determines that
6 the plan is—

7 (i) reasonable; and

8 (ii) in accordance with—

9 (I) this Act; and

10 (II) the Compact.

11 (3) LIABILITY.—The Secretary and the Sec-
12 retary of the Treasury shall not be liable for any ex-
13 penditure or investment of amounts withdrawn from
14 the Trust Fund by the Fort Belknap Indian Com-
15 munity pursuant to this subsection.

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

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

1 (i) PEOPLES CREEK DAM AND RESERVOIR.—To con-
2 tribute to the cost of design and construction of the Peo-
3 ples Creek Dam and Reservoir to support mitigation ac-
4 tivities, the Secretary shall request that the State pay to
5 the general fund of the Treasury \$5,000,000, to be depos-
6 ited to the credit of the Fort Belknap Indian Community
7 Tribal Land and Water Rehabilitation, Modernization,
8 and Expansion Account established under subsection
9 (c)(1).

10 (j) NONREIMBURSABILITY OF COSTS.—The costs to
11 the Secretary of carrying out this section shall be nonreim-
12 bursable.

13 **SEC. 12. FUNDING.**

14 (a) RECLAMATION WATER SETTLEMENTS FUND.—

15 (1) IN GENERAL.—Notwithstanding any other
16 provision of law, on October 1, 2021, and each Octo-
17 ber 1 thereafter through October 1, 2030, out of any
18 funds in the Treasury not otherwise appropriated,
19 the Secretary of the Treasury shall transfer to the
20 Secretary for deposit in the Reclamation Water Set-
21 tlements Fund established by section 10501(a) of
22 the Omnibus Public Land Management Act of 2009
23 (43 U.S.C. 407(a)) \$30,000,000, to remain available
24 until expended, for the use described in paragraph
25 (2).

1 (2) RECEIPT AND ACCEPTANCE.—The Sec-
2 retary shall be entitled to receive, shall accept, and
3 shall use to carry out section 10501(c)(3)(B)(iii) of
4 the Omnibus Public Land Management Act of 2009
5 (43 U.S.C. 407(c)(3)(B)(iii)) the funds transferred
6 under paragraph (1) specifically to pay towards the
7 Federal share of the remaining costs of imple-
8 menting the Indian water rights settlement agree-
9 ment for the Fort Belknap Indian Community under
10 this Act, without further appropriation.

11 (b) FORT BELKNAP INDIAN COMMUNITY TRIBAL
12 LAND AND WATER, REHABILITATION, MODERNIZATION,
13 AND EXPANSION ACCOUNT.—

14 (1) MANDATORY APPROPRIATIONS.—Out of any
15 funds in the Treasury not otherwise appropriated,
16 the Secretary of the Treasury shall deposit in the
17 Fort Belknap Indian Community Tribal Land and
18 Water, Rehabilitation, Modernization, and Expan-
19 sion Account established under paragraph (1) of sec-
20 tion 11(e) \$134,478,400, as adjusted to reflect
21 changes in construction cost indices since May 1,
22 2011, that are applicable to the types of construc-
23 tion involved in the activities described in that para-
24 graph.

1 (2) AUTHORIZATION OF APPROPRIATIONS.—In
2 addition to the amounts made available under para-
3 graph (1), there is authorized to be appropriated for
4 deposit in the Fort Belknap Indian Community
5 Tribal Land and Water, Rehabilitation, Moderniza-
6 tion, and Expansion Account established under para-
7 graph (1) of section 11(c) \$105,661,600, as adjusted
8 to reflect changes in construction cost indices since
9 May 1, 2011, that are applicable to the types of con-
10 struction involved in the activities described in that
11 paragraph.

12 (c) FORT BELKNAP INDIAN COMMUNITY WATER RE-
13 SOURCES AND WATER RIGHTS ADMINISTRATION, OPER-
14 ATION, AND MAINTENANCE ACCOUNT.—

15 (1) MANDATORY APPROPRIATIONS.—Out of any
16 funds in the Treasury not otherwise appropriated,
17 the Secretary of the Treasury shall deposit in the
18 Belknap Indian Community Water Resources and
19 Water Rights Administration, Operation, and Main-
20 tenance Account established under paragraph (2) of
21 section 11(c) \$31,263,000, as adjusted to reflect
22 changes in construction cost indices since May 1,
23 2011, that are applicable to the types of construc-
24 tion involved in the activities described in that para-
25 graph.

1 (2) AUTHORIZATION OF APPROPRIATIONS.—In
2 addition to the amounts made available under para-
3 graph (1), there is authorized to be appropriated for
4 deposit in the Belknap Indian Community Water
5 Resources and Water Rights Administration, Oper-
6 ation, and Maintenance Account established under
7 paragraph (2) of section 11(c) \$30,037,000, as ad-
8 justed to reflect changes in construction cost indices
9 since May 1, 2011, that are applicable to the types
10 of construction involved in the activities described in
11 that paragraph.

12 (d) FORT BELKNAP INDIAN COMMUNITY TRIBAL
13 ECONOMIC DEVELOPMENT ACCOUNT.—

14 (1) MANDATORY APPROPRIATIONS.—Out of any
15 funds in the Treasury not otherwise appropriated,
16 the Secretary of the Treasury shall deposit in the
17 Fort Belknap Indian Community Tribal Economic
18 Development Account established under paragraph
19 (3) of section 11(c) \$92,614,500, as adjusted to re-
20 flect changes in construction cost indices since May
21 1, 2011, that are applicable to the types of construc-
22 tion involved in the activities described in that para-
23 graph.

24 (2) AUTHORIZATION OF APPROPRIATIONS.—In
25 addition to the amounts made available under para-

1 graph (1), there is authorized to be appropriated for
2 deposit in the Fort Belknap Indian Community
3 Tribal Economic Development Account established
4 under paragraph (3) of section 11(e) \$75,775,500,
5 as adjusted to reflect changes in construction cost
6 indices since May 1, 2011, that are applicable to the
7 types of construction involved in the activities de-
8 scribed in that paragraph.

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

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

22 (2) AUTHORIZATION OF APPROPRIATIONS.—In
23 addition to the amounts made available under para-
24 graph (1), there is authorized to be appropriated for
25 deposit in the Fort Belknap Indian Community Do-

1 mestic Water Supply and Wastewater Systems Ac-
2 count established under paragraph (4) of section
3 11(c) \$54,243,200, as adjusted to reflect changes in
4 construction cost indices since May 1, 2011, that are
5 applicable to the types of construction involved in
6 the activities described in that paragraph.

7 (f) MILK RIVER PROJECT MITIGATION.—

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

16 (2) AUTHORIZATION OF APPROPRIATIONS.—

17 There is authorized to be appropriated to the Sec-
18 retary to carry out this subsection \$21,000,000 for
19 fiscal year 2021, as adjusted to reflect changes in
20 construction cost indices since May 1, 2011, that are
21 applicable to the types of construction involved in
22 the mitigation activities that will be implemented for
23 the Milk River Project.

24 (g) FEDERAL CONTRIBUTION TO THE MILK RIVER
25 PROJECT MITIGATION.—

1 (1) STATE TRUST ACCOUNT.—The Secretary
2 shall establish a trust account for the State, con-
3 sisting of such amounts as are made available by the
4 Secretary to carry out the mitigation and watershed
5 improvement activities described in the Compact.

6 (2) TRANSFER.—Not later than 60 days after
7 the date on which an amount is appropriated under
8 paragraph (4) for a fiscal year, the Secretary shall
9 transfer the amount, at no charge to the State, to
10 the State trust account established under paragraph
11 (1).

12 (3) ALLOCATIONS.—

13 (A) INTEREST.—The State may expend
14 the interest accruing on amounts in the State
15 trust account under paragraph (1) as the State
16 determines to be appropriate to fulfill the pur-
17 poses of the Compact.

18 (B) PRINCIPAL.—The State shall not ex-
19 pend the principal amount in the State trust
20 account until—

21 (i) the Fort Belknap Indian Commu-
22 nity has developed, or is in the process of
23 developing, the Tribal water rights in ac-
24 cordance with the Compact and this Act;
25 and

1 (ii) the State, in consultation with the
2 Secretary, determines that a proposed ex-
3 penditure of the principal amount is nec-
4 essary to satisfy mitigation or watershed
5 improvement obligations under the Com-
6 pact.

7 (4) AUTHORIZATION OF APPROPRIATIONS.—
8 There is authorized to be appropriated to the Sec-
9 retary to carry out this subsection \$5,000,000 for
10 each of fiscal years 2021 through 2023.

11 (h) NONREIMBURSABILITY OF COSTS.—All amounts
12 incurred by the Secretary under this section shall be non-
13 reimbursable.

14 **SEC. 13. MISCELLANEOUS PROVISIONS.**

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

20 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
21 Nothing in this Act quantifies or diminishes any land or
22 water right, or any claim or entitlement to land or water,
23 of an Indian Tribe, band, or community other than the
24 Fort Belknap Indian Community.

1 (c) ELIMINATION OF DEBTS OR LIENS AGAINST AL-
2 LOTMENTS OF THE FORT BELKNAP INDIAN COMMUNITY
3 MEMBERS.—The Secretary shall cancel and eliminate all
4 debts or liens against the allotments of land held by the
5 Fort Belknap Indian Community and the members of the
6 Fort Belknap Indian Community due to construction as-
7 sessments, annual operation and maintenance charges,
8 and any other charge that may have been levied relating
9 to an irrigation project of the Secretary for the Fort
10 Belknap Indian Community.

11 (d) EFFECT ON CURRENT LAW.—Nothing in this Act
12 affects any provision of law (including regulations) in ef-
13 fect on the day before the date of enactment of this Act
14 with respect to pre-enforcement review of any Federal en-
15 vironmental enforcement action.

16 (e) EFFECT ON RECLAMATION LAWS.—The activities
17 carried out by the Commissioner under this Act shall not
18 establish a precedent or impact the authority provided
19 under any other provision of the reclamation laws, includ-
20 ing—

21 (1) the Reclamation Rural Water Supply Act of
22 2006 (43 U.S.C. 2401 et seq.); and

23 (2) the Omnibus Public Land Management Act
24 of 2009 (Public Law 111–11; 123 Stat. 991).

1 (f) ADDITIONAL FUNDING.—Nothing in this Act pro-
2 hibits the Fort Belknap Indian Community from seek-
3 ing—

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

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

9 (g) RIGHTS UNDER STATE LAW.—Except as pro-
10 vided in section 1 of article III of the Compact (relating
11 to the closing of certain water basins in the State to new
12 appropriations in accordance with the laws of the State),
13 nothing in this Act or the Compact precludes the acquisi-
14 tion or exercise of a right arising under State law (as de-
15 fined in section 6 of article II of the Compact) to the use
16 of water by the Fort Belknap Indian Community, or a
17 member or allottee of the Fort Belknap Indian Commu-
18 nity, outside the Reservation by—

19 (1) purchase of the right; or

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

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

1 (i) ENVIRONMENTAL PROTECTION.—

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

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

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

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

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

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

23 (i) damage to water quality caused by
24 mining activities in the Little Rockies
25 Mountains; or

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

4 (j) WATER TRANSPORT OBLIGATION.—

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

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

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

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

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

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

21 (2) AUTHORIZATION OF STUDIES.—

22 (A) IN GENERAL.—The Secretary, acting
23 through the Director of the Bureau of Indian
24 Affairs and the Commissioner, in consultation

1 with the Fort Belknap Indian Community and
2 the State, shall carry out 1 or more studies—

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

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

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

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

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

1 (k) TITLE TO CONSTRUCTED WORKS.—The Federal
2 Government shall continue to hold title to any designated
3 works constructed for the Fort Belknap Indian Commu-
4 nity pursuant to this Act until such time as all of the fol-
5 lowing conditions have been met:

6 (1) Construction is completed.

7 (2) The designated constructed works are in op-
8 eration and functioning according to standards of
9 the relevant Federal agency responsible for the
10 works.

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

14 (A) organizational development;

15 (B) completion of irrigation system infra-
16 structure, rehabilitation, and improvement; and

17 (C) agricultural development (such as ex-
18 tension services), including—

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

22 (ii) a determination by the Fort
23 Belknap Indian Community and the rel-
24 evant Federal agency that the employees
25 that completed the training program under

1 clause (i) are competent to assume partial
2 or all operational and maintenance respon-
3 sibilities for the constructed works to be
4 transferred.

5 (4) The Fort Belknap Indian Community Coun-
6 cil has agreed to the transfer of the title for the des-
7 ignated constructed works to the Fort Belknap In-
8 dian Community with the assumption of all respon-
9 sibilities for that designated constructed works.

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

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

17 **SEC. 14. TERMINATION ON FAILURE TO MEET ENFORCE-**
18 **ABILITY DATE.**

19 (a) IN GENERAL.—If the Secretary has not published
20 a statement of findings under section 10(f) by the applica-
21 ble date described in subsection (b)—

22 (1) the authority provided by this Act shall ter-
23minate effective on—

24 (A) January 1, 2030; or

1 (B) a later date agreed to by the Fort
2 Belknap Indian Community and the Secretary;

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

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

8 (b) DATE DESCRIBED.—The date referred to in sub-
9 section (a) is, as applicable—

10 (1) December 31, 2029; or

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

14 **SEC. 15. ANTIDEFICIENCY.**

15 The United States shall not be liable for any failure
16 to carry out any obligation or activity authorized by this
17 Act, including any obligation or activity under the Com-
18 pact, if—

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

22 (2) there are not enough funds available in the
23 Reclamation Water Settlements Fund established by
24 section 10501(a) of the Omnibus Public Land Man-

1 agement Act of 2009 (43 U.S.C. 407(a)) to carry
2 out the purposes of this Act.

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