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112TH CONGRESS
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# S. 3209

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

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IN THE SENATE OF THE UNITED STATES

MAY 21, 2012

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

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# A BILL

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

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

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

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

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

Sec. 1. Short title; table of contents.

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

**SEC. 2. FINDINGS AND PURPOSES.**

(a) FINDINGS.—Congress finds that—

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

(2) the Fort Belknap Reservation was established in the State of Montana as a homeland for the Gros Ventre and Assiniboine Tribes;

(3) an adequate water supply for the Fort Belknap Indian Community is important to a permanent, sustainable, and sovereign homeland for the Gros Ventre and Assiniboine Tribes and the members of those Indian tribes;

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

pend on the development of the water and other resources of the Reservation;

(5) the planning, design, and construction of the facilities needed to use reservation water supplies and other resources effectively are necessary for—

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

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

(6) recognizing that a final resolution of the adjudications of the Fort Belknap Indian Community water rights pending in Federal and State courts will require many years and great expense to all parties of the adjudications, prolong uncertainty regarding the availability of water supplies, and seriously impair the long-term economic planning and development of the parties, the Fort Belknap Indian Community and the State entered into the Fort Belknap-Montana Water Rights Compact on April 16, 2001;

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

cial, and economic characteristics of the area and situation;

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

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

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

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

(A) enable the Fort Belknap Indian Community to consolidate and restore the trust land ownership of the Reservation; and

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

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

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

(A) the Fort Belknap Indian Community, the members of the Fort Belknap Indian Community, and allottees of the Fort Belknap Indian Community living on the Reservation; and

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

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

(3) to authorize and direct the Secretary—

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

(B) to make available funding from the Reclamation Water Settlement Fund established by section 10501 of the Omnibus Public

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

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

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

(A) to implement the Compact;

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

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

(5) to authorize certain modifications to—

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

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

(6) to ensure the availability of amounts necessary for the implementation of the Compact and this Act; and

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

**SEC. 3. DEFINITIONS.**

In this Act:

(1) ALLOTTEE.—The term ''allottee'' means an individual Indian (or the successor of an individual Indian) who owns or holds a trust allotment or interest in a trust allotment on the Reservation under the Act of March 3, 1921 (41 Stat. 1355, chapter 135), subject to the terms and conditions of that Act.

(2) COMMISSIONER.—The term ''Commissioner'' means the Commissioner of Reclamation.

(3) COMPACT.—The term ''Compact'' means the water rights agreement between the Fort Belknap Indian Community and the State contained in section 85–20–1001 of the Montana Code Annotated (2011), including any exhibit, part, or amendment to the Compact.

(4) ENFORCEABILITY DATE.—The term ''enforceability date'' means the date on which the Sec-

retary publishes in the Federal Register the statement of findings described in section 10(d).

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

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

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

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

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

and allottees, of the Fort Belknap Reservation of Montana.

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

(9) FUND.—The term ''Fund'' means the Fort Belknap Indian Community Settlement Fund established by section 11(a).

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

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

(12) MALTA IRRIGATION DISTRICT.—The term ''Malta Irrigation District'' means the public corporation—

(A) created on December 28, 1923, pursuant to the laws of the State relating to irrigation districts; and

(B) headquartered in Malta, Montana.

(13) MILK RIVER COORDINATING COMMITTEE.—The term ''Milk River Coordinating Committee'' means the committee established by article IV.C of the Compact.

(14) MILK RIVER PROJECT.—

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

(B) INCLUSIONS.—The term ''Milk River Project'' includes—

(i) the St. Mary storage unit;

(ii) the Fresno Dam; and

(iii) the Dodson pumping unit.

(15) MISSOURI RIVER BASIN.—The term ''Missouri River Basin'' means the hydrologic basin of the Missouri River (including tributaries), except as limited by the 1909 Boundary Waters Treaty between Canada and United States.

(16) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM.—The term ''Pick-Sloan Missouri River Basin Program'' means the Pick-Sloan Missouri River Basin Program (authorized by section 9 of the Act of December 22, 1944 (commonly known as the ''Flood Control Act of 1944'') (58 Stat. 891, chapter 665)).

(17) RESERVATION.—

(A) IN GENERAL.—The term ''Reservation'' means the area of the Fort Belknap Reservation in the State, as defined in the Compact.

(B) INCLUSIONS.—The term ''Reservation'' includes all land and interest in land that is held in trust by the United States for the benefit of the Gros Ventre and Assiniboine Tribes, including the land within the boundary established by the Treaty ratified by the Act of May 1, 1888 (25 Stat. 113, chapter 212), as modified by the Grinnell Agreement of October 9, 1895 (ratified by the Act of June 10, 1896 (29 Stat. 350, chapter 398) and the Act of March 3, 1931 (41 Stat. 1355, chapter 135).

(18) SECRETARY.—The term ''Secretary'' means the Secretary of the Interior.

(19) STATE.—The term ''State'' means the State of Montana.

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

(21) TRIBAL WATER RIGHTS.—The term ''tribal water rights'' means—

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

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

(C) the water rights of allottees.

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

(a) APPROVAL OF COMPACT.—

(1) IN GENERAL.—Except as otherwise provided in this Act and to the extent the Compact does not conflict with this Act, the Compact is authorized, approved, and confirmed.

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

proved, and confirmed to the extent those amendments are consistent with this Act.

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

(1) promptly execute and implement the Compact, including all exhibits to or parts of the Compact requiring the signature of the Secretary; and

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

(c) APPROVAL OF JUDICIAL DECREE.—

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

the United States, the Fort Belknap Indian Community, and the State, identified as Appendix 1 to the Compact (including any amendment to the decree).

(2) FEDERAL UNITED STATES COURT.—If the circumstances described in article VII.C.2 of the Compact occur, the United States, the Fort Belknap Indian Community, or the State may submit to the United States district court with appropriate jurisdiction a petition to enter as a consent decree in the United States district court the decree described in paragraph (1).

(3) EFFECT OF FAILURE OF APPROVAL.—

(A) IN GENERAL.—If a circumstance described in subparagraph (B) occurs—

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

(ii) the authority under this Act shall terminate.

(B) CIRCUMSTANCE.—A circumstance referred to in subparagraph (A) is that—

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

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

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

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

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

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

(a) TREATMENT.—

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

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

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

(2) ALLOTTEES.—Each allottee shall be provided tribal water rights that are equivalent to or exceed the tribal water rights that allottees have on the day before the date of enactment of this Act, taking into consideration—

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

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

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

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

(b) RIGHT TO USE.—Each right to Federal reserved water of a member of the Fort Belknap Indian Community, an allottee, or an owner of fee land located within the Reservation—

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

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

(c) TRIBAL WATER CODE.—

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

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

(B) includes a due process system—

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

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

(II) resolution of contested administrative decisions relating to the tribal water rights;

(ii) to protect the interest of allottees when entering into any lease under subsection (e);

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

(iv) for the establishment and management of a controlled groundwater area in cooperation with establishment of a contiguous controlled groundwater area off the Reservation established pursuant to section B.2. of Article IV of the Compact and State law.

(2) ACTION BY SECRETARY.—

(A) IN GENERAL.—The Secretary shall administer the tribal water rights until the Tribal Water Code is enacted in accordance with paragraph (1) and approved under subparagraph (B).

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

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

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

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

(e) TEMPORARY TRANSFER OF TRIBAL WATER RIGHTS.—

(1) IN GENERAL.—On approval of the Secretary and the State as required under article IV.A.5 of the Compact, the Fort Belknap Indian Community may temporarily transfer by service contract, lease, exchange, or other agreement, certain portions of the tribal water rights, in accordance with article IV.A.5 of the Compact, for use off the Reservation within the Missouri River Basin, except

as limited by the 1909 Boundary Waters Treaty between Canada and United States.

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

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

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

(C) shall not permanently alienate any portion of the tribal water rights.

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

(g) MILK RIVER WATER RIGHTS.—

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

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

(2) AGREEMENT OF TRIBES.—The Secretary shall obtain the agreement of the Blackfeet Tribe and the Fort Belknap Indian Community to any alternative identified under subsection (a).

(3) FUNDING.—Amounts used by the Secretary to implement any alternative identified under subsection (a) shall be in addition to the amounts authorized for the water rights settlements of the Blackfeet Tribe and the Fort Belknap Indian Community.

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

(a) EXCHANGE OF STATE LAND.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(M) 640 acres in T. 28 N., R. 24 E., sec. 36.

(N) 640 acres in T. 28 N., R. 25 E., sec. 16.

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

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

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

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

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

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

(U) 640 acres in T. 29 N., R. 24 E., sec. 16.

(V) 640 acres in T. 29 N., R. 24 E., sec. 36.

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

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

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

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

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

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

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

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

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

(FF) 640 acres in T. 30 N., R. 25 E., sec. 16.

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

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

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

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

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

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

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

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

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

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

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

(i) 9.15 acres in lot 1;

(ii) 13.69 acres in lot 2;

(iii) 18.23 acres in lot 3;

(iv) 22.77 acres in lot 4;

(v) 40 acres in the NE¼ of the NE¼;

(vi) 40 acres in the NE¼ of the NW¼;

(vii) 40 acres in the NE¼ of the SE¼;

(viii) 40 acres in the NE¼ of the SW¼;

(ix) 40 acres in the NW¼ of the NE¼;

(x) 40 acres in the NW¼ of the SE¼;

(xi) 40 acres in the SE¼ of the NE¼;

(xii) 40 acres in the SE¼ of the NW¼;

(xiii) 40 acres in the SE¼ of the SE¼;

(xiv) 40 acres in the SE¼ of the SW¼;

(xv) 40 acres in the SW¼ of the NE¼; and

(xvi) 40 acres in the SW¼ of the SE¼.

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

(i) 18.09 acres in lot 1;

(ii) 18.25 acres in lot 2;

(iii) 18.43 acres in lot 3; and

(iv) 18.59 acres in lot 4.

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

(i) 14.49 acres in lot 9;

(ii) 14.61 acres in lot 10;

(iii) 14.75 acres in lot 11; and

(iv) 14.87 acres in lot 12.

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

(i) 45.82 acres in lot 1;

(ii) 10.16 acres in lot 2;

(iii) 14.52 acres in lot 3;

(iv) 18.86 acres in lot 4;

(v) 40 acres in the NE¼ of the NE¼;

(vi) 40 acres in the SW¼ of the NE¼;

(vii) 40 acres in the SE¼ of the NE¼;

(viii) 40 acres in the NE¼ of the SE¼;

(ix) 40 acres in the NW¼ of the SE¼;

(x) 40 acres in the SE¼ of the SE¼; and

(xi) 40 acres in the SW¼ of the SE¼.

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

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

(i) 320 acres in the N½; and

(ii) 80 acres in the N½ of the SW¼.

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

(i) 80 acres in the E½ of the NE¼; and

(ii) 40 acres in the NE¼ of the SE¼.

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

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

(4) REQUIREMENTS.—

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

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

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

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

(5) ELIGIBILITY OF OTHER STATE PARCELS.—If, at any time after the date of enactment of this

Act, the Fort Belknap Community Council enters into a lease for any other State parcel or secures the written consent of each lessee of any other State parcel, the other State parcel shall be eligible for exchange under this subsection.

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

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

(B) OFF RESERVATION.—The total quantity of State land located outside of the boundaries of the Reservation that may be transferred under this subsection is 7,413.24 acres.

(b) FEDERAL LAND TRANSFERS.—

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

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

Federal land within the parcels described in paragraph (3)—

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

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

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

(A) BUREAU OF LAND MANAGEMENT PARCELS.—

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

(I) 19.55 acres in lot 10;

(II) 19.82 acres in lot 11; and

(III) 20.09 acres in lot 16.

(ii) 324.24 acres in the N½ of T. 25 N., R. 22 E., sec. 5.

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

(I) 41.11 acres of the E¼ of the NE¼; and

(II) 362.45 acres of the S½.

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

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

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

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

(I) 80 acres of the S½ of the NW¼; and

(II) 80 acres of the W½ of the SW¼.

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

(I) 82.54 acres of the E½ of the NW¼;

(II) 164.96 acres of the NE¼; and

(III) 320 acres of the S½.

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

(I) 40 acres of the SE¼ of the NW¼;

(II) 160 acres of the SW¼; and

(III) 40 acres of the SW¼ of the SE¼.

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

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

(II) 40 acres of the NW¼ of the SE¼.

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

(I) 160 acres of the SW¼; and

(II) 40 acres of the SW¼ of the NW¼.

(xii) 40 acres in the SE¼ of the SE¼ of T. 26 N., R. 21 E., sec. 6.

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

(I) 40 acres of the NE¼ of the SW¼;

(II) 160 acres of the NW¼; and

(III) 40 acres of the NW¼ of the SE¼.

(xiv) 320 acres in the E½ of T. 26 N., R. 21 E., sec. 9.

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

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

(I) 320 acres of the N½;

(II) 80 acres of the N½ of the SE¼;

(III) 160 acres of the SW¼; and

(IV) 40 acres of the SW¼ of the SE¼.

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

(I) 160 acres of the NW¼; and

(II) 353.49 acres of the S½.

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

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

(I) 320 acres of the N½;

(II) 160 acres of the N½ of the S½; and

(III) 80 acres of the S½ of the SE¼.

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

(I) 320 acres of the S½; and

(II) 80 acres of the S½ of the NW¼.

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

(I) lots 3, 4, and 5;

(II) 40 acres of the NW¼ of the NE¼;

(III) 160 acres of the SW¼; and

(IV) 80 acres of the W½ of the SE¼.

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

(I) 48.71 acres of the N½ of the NE¼; and

(II) 40 acres of the SW¼ of the SW¼.

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

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

(I) lots 11 and 12;

(II) 24.36 acres in lot 1;

(III) 24.36 acres in lot 2; and

(IV) 40 acres in lot 8.

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

(I) 40 acres of the NW¼ of the SW¼; and

(II) 40 acres of the SW¼ of the NW¼.

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

(I) 80 acres of the E½ of the SW¼;

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

(III) 40 acres of the S½ of the NW¼.

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

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

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

(I) 80 acres of the E½ of the NW¼;

(II) 160 acres of the NE¼;

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

(IV) 40 acres of the SW¼ of the SW¼.

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

(I) 80 acres of the S½ of the NE¼; and

(II) 40 acres of the SE¼ of the NW¼.

(xxxi) 40 acres in the NE¼ of the SE¼ of T. 27 N., R. 21 E., sec. 26.

(xxxii) 160 acres in the NW¼ of T. 27 N., R. 21 E., sec. 27.

(xxxiii) 40 acres in the SW¼ of the SW¼ of T. 27 N., R. 21 E., sec. 29.

(xxxiv) 40 acres in the SW¼ of the NE¼ of T. 27 N., R. 21 E., sec 30.

(xxxv) 120 acres in the SE¼ of the NE¼ and N½ of the SE¼ of T. 27 N., R. 21 E., sec. 33.

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

(I) 160 acres of the N½ of the S½;

(II) 160 acres of the NE¼;

(III) 80 acres of the S½ of the NW¼; and

(IV) 40 acres of the SE¼ of the SE¼.

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

(I) the G lots 5 and 6;

(II) 40 acres in lot 10; and

(III) 40 acres in lot 15.

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

(I) 40 acres of the NE¼ of the NE¼;

(II) 80 acres of the NW¼ of the SW¼; and

(III) 40 acres of the W½ of the NW¼.

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

(I) 40 acres of the E½ of the NW¼; and

(II) 80 acres of the NE¼ of the SW¼.

(xl) 40 acres in the SW¼ of the NW¼ of T. 27 N., R. 22 E., sec. 9.

(xli) 40 acres in the NE¼ of the SW¼ of T. 27 N., R. 22 E., sec. 17.

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

(xliii) 40 acres in the SE¼ of the NW¼ of T27 N., R22 E., sec. 20.

(xliv) 80 acres in the W½ of the SE¼ of T. 27 N., R. 22 E., sec. 31.

(xlv) 52.36 acres in the SE¼ of the SE¼ of T. 27 N., R. 22 E., sec. 33.

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

(xlvii) 40 acres in the NE¼ of the NE½ of T. 26 N., R. 21 E., sec. 7.

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

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

(l) 320 acres in the E½ of T. 26 N., R. 22 E., sec. 17.

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

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

(I) 80 acres of the E½ of the NE¼;

(II) 80 acres of the N½ of the SE¼;

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

(IV) 40 acres of the SW¼ of the NE¼.

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

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

(I) the SW¼ of sec. 27;

(II) the NE¼ of sec. 33; and

(III) the W½ of sec. 34.

(ii) EMMA LAMEBULL.—320 acres in the N½ of T. 30 N., R. 23 E., sec. 28, PMM.

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

(I) T. 28 N., R. 24 E., PMM, including—

(aa) the E½, W½, E½, W½, W½, NE¼, the E½, E½, W½, W½, NE¼, the E½, W½, NE¼, the W½, E½, NE¼, the W½, E½, E½, NE¼, the W½, W½, E½, E½, E½, NE¼, and the SE¼ of sec. 16;

(bb) all of sec. 21;

(cc) the S½ of sec. 22; and

(dd) the W½ of sec. 27;

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

(aa) the S½ of sec. 1; and

(bb) the N½ of sec. 12;

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

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

(aa) sec. 3, lot 2;

(bb) the SW¼ of the SW¼ of sec. 4;

(cc) the E½ of the SE¼ of sec. 5;

(dd) the S½ of the SE¼ of sec. 7; and

(ee) the N½, N½, NE¼ of sec. 18; and

(V) T. 31 N., R. 26 E., PMM, the NW¼ of the SE¼ of sec. 31.

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

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

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

(I) lots 1 through 12; and

(II) 160 acres of the SW¼.

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

(I) lots 1 through 12;

(II) 40 acres in each of—

(aa) the SESW;

(bb) the SWSW;

(cc) the NESW;

(dd) the NWSW; and

(III) 135.73 acres of the SE¼.

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

(I) lots 5 through 15; and

(II) 160 acres of the SE¼.

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

(I) lot 5; and

(II) 80 acres of the N½ of the NE¼.

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

(I) lots 14 and 15; and

(II) 80 acres of the N½ of the NW¼.

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

(I) lots 9 through 12; and

(II) 160 acres of the S½ of the S½.

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

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

(II) 40 acres of the NW¼ of the SE¼;

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

(IV) 160 acres of the S½ of the S½.

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

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

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

(I) lots 4 through 17;

(II) 40 acres of the NW1⁄4 of the SE¼; and

(III) 160 acres of the SW¼.

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

(I) lots 1 through 12; and

(II) 320 acres of the S½.

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

(I) lots 1 through 12; and

(II) 320 acres of the S½.

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

(I) lots 1 through 12; and

(II) 160 acres of the SE¼.

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

(I) 320 acres of the N½; and

(II) 160 acres of the SE¼.

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

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

(I) lots 6 through 10; and

(II) 80 acres of the W½ of the NW¼.

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

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

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

(I) lots 5 through 10;

(II) 160 acres of the SW¼;

(III) 40 acres of the SW¼ of the NW¼; and

(IV) 80 acres of the W½ of the SE½.

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

(I) lots 2 through 5;

(II) 320 acres of the S½; and

(III) 160 acres of the S½ of the N½.

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

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

(I) lots 5 through 8;

(II) 160 acres of the E½ of the E½; and

(III) 40 acres of the SW¼ of the SE¼.

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

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

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

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

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

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

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

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

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

(I) lots 1 through 4;

(II) 320 acres of the E½; and

(III) 160 acres of the E½ of the W½.

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

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

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

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

(I) lots 5 through 10;

(II) 80 acres of the N½ of the SW¼;

(III) 160 acres of the NW¼; and

(IV) 40 acres of the SW¼ of the SW¼.

(D) DODSON LAND.—

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

(ii) RESTRICTIONS.—

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

agreement has been negotiated among the Bureau of Reclamation, the Bureau of Indian Affairs, the Fort Belknap Indian Community, and the Malta Irrigation District—

(aa) to ensure that the Bureau of Reclamation and any successor in interest, including the Malta Irrigation District, shall retain adequate rights-of-way to operate and maintain, consistent with all applicable laws and any delivery contracts in effect on the date of enactment of this Act, the Milk River Project and facilities of the Milk River Project, including the Dodson Diversion Dam and the Dodson South Canal within the Dodson land;

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

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

Community may put the land described in clause (iii).

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

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

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

(cc) the right of the Bureau of Reclamation and Malta Irrigation District—

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

for Milk River Project purposes; and

(BB) to prohibit the construction of permanent structures on the transferred land, except as provided for in the cooperative agreement to be executed under subsection (b)(3)(D)(ii).

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

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

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

(aa) 10.15 acres in lot 10;

(bb) 37.96 acres in lot 11;

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

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

(ee) 40 acres in the NW¼ of the SE¼;

(ff) 36.76 acres in the NW¼ of the SW¼;

(gg) 1.09 acres in the SE¼ of the NW¼;

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

(ii) 34.54 acres in the SE¼ of the SW¼;

(jj) 23.30 acres in the SW¼ of the NE¼;

(kk) 15.76 acres in the SW¼ of the NW¼;

(ll) 32.17 acres in the SW¼ of the SE¼; and

(mm) 33 acres in the SW¼ of the SW¼;

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

(aa) 15.79 acres in the NE¼ of the NE¼; and

(bb) 0.02 acres in the SE¼ of the NE¼;

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

(aa) 7.72 acres in lot 7;

(bb) 6.98 acres in lot 8;

(cc) 11.40 acres in lot 9;

(dd) 2.34 acres in lot 10;

(ee) 27.49 acres in lot 11;

(ff) 30.60 acres in lot 12;

(gg) 13.26 acres in lot 13; and

(hh) 34.22 acres in lot 14;

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

(aa) 26.64 acres in lot 9;

(bb) 21.16 acres in lot 10;

(cc) 12.12 acres in lot 11;

(dd) 21 acres in lot 13;

(ee) 28.76 acres in lot 14;

(ff) 12.92 acres in the NW¼ of the SW¼;

(gg) 23.80 acres in the SE¼ of the SW¼; and

(hh) 3.67 acres in the SW¼ of the SW¼;

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

(aa) 27.66 acres in the NE¼ of the NE¼;

(bb) 4.67 acres in the NW¼ of the NE¼; and

(cc) 27.97 acres in the SE¼ of the NE¼;

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

(aa) 39.29 acres in lot 2;

(bb) 39.03 acres in lot 3;

(cc) 37.21 acres in lot 4;

(dd) 17.17 acres in the NE¼ of the NW¼;

(ee) 40 acres in the NE¼ of the SE¼;

(ff) 24.34 acres in the NE¼ of the SW¼;

(gg) 8.54 acres in the NW¼ of the NW¼;

(hh) 37.20 acres in the NW¼ of the SE¼;

(ii) 18.94 acres in the SE¼ of the NW¼;

(jj) 40 acres in the SE¼ of the SE¼;

(kk) 38.65 acres in the SW¼ of the NE¼;

(ll) 40 acres in the SW¼ of the NW¼; and

(mm) 40 acres in the SW¼ of the SE¼;

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

(aa) 19.29 acres in lot 4;

(bb) 11.12 acres in lot 7;

(cc) 20.08 acres in lot 8;

(dd) 19.11 acres in lot 10;

(ee) 29.72 acres in lot 11;

(ff) 39 acres in lot 12;

(gg) 26.93 acres in lot 13;

(hh) 40 acres in the NW¼ of the SW¼;

(ii) 40 acres in the SE¼ of the SW¼;

(jj) 40 acres in the SW¼ of the SW¼; and

(kk) 40 acres in the SW¼ of the SE¼;

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

(aa) 25.87 acres in lot 5;

(bb) 32.01 acres in lot 6;

(cc) 27.49 acres in lot 7; and

(dd) 12.68 acres in lot 8;

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

(aa) 35.32 acres in lot 3;

(bb) 24.34 acres in lot 6;

(cc) 40 acres in the NW¼ of the SW¼;

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

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

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

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

(XI) 438.99 acres in T. 31 N., R. 26 E., sec. 27, comprised of—

(aa) 32.05 acres in lot 4;

(bb) 39.32 acres in lot 5;

(cc) 19.89 acres in lot 6;

(dd) 39.97 acres in lot 7;

(ee) 21.75 acres in lot 8;

(ff) 40 acres in the NE¼ of the SE¼;

(gg) 40 acres in the NE¼ of the SW¼;

(hh) 40 acres in the NW¼ of the SE¼;

(ii) 40 acres in the NW¼ of the SW¼;

(jj) 40 acres in the SE¼ of the NW¼;

(kk) 11.52 acres in the SE¼ of the SE¼;

(ll) 3.38 acres in the SE¼ of the SW¼;

(mm) 33.55 acres in the SW¼ of the NW¼;

(nn) 7.48 acres in the SW¼ of the SE¼; and

(oo) 30.08 acres in the SW¼ of the SW¼;

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

(aa) 39.97 acres in lot 1;

(bb) 11.63 acres in the NE¼ of the NW¼;

(cc) 30.76 acres in the NE¼ of the SE¼;

(dd) 34.26 acres in the NW¼ of the NE¼;

(ee) 13.04 acres in the NW¼ of the SE¼;

(ff) 12.36 acres in the SE¼ of the NE¼;

(gg) 7.29 acres in the SE¼ of the NE¼;

(hh) 2.98 acres in the SE¼ of the SE¼; and

(ii) 17.29 acres in the SW¼ of the NE¼;

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

(aa) 32.97 acres in the NE¼ of the NE¼; and

(bb) 26.37 acres in the NW¼ of the NE¼;

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

(aa) 24.59 acres in the NE¼ of the NE¼;

(bb) 35.52 acres in the NE¼ of the SE¼;

(cc) 1.54 acres in the NW¼ of the SE¼;

(dd) 7.12 acres in the NW¼ of the NE¼;

(ee) 40 acres in the SE¼ of the NE¼;

(ff) 24.20 acres in the SE¼ of the SE¼; and

(gg) 4.66 acres in the SW¼ of the NE¼; and

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

(aa) 15.43 acres in lot 10;

(bb) 30.15 acres in lot 11; and

(cc) 11.29 acres in the SW¼ of the NW¼.

(4) EXISTING RIGHTS AND USES.—

(A) USES.—

(i) IN GENERAL.—Subject to clause (ii), any use (including grazing) authorized under a valid lease, permit, or right-of-way on land transferred under paragraph (1),

as in effect on the date of the transfer, shall remain in effect until the date on which the lease, permit, or right-of-way expires.

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

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

(C) PAYMENTS.—The Secretary shall disburse to the Fort Belknap Indian Community any amounts that accrue to the United States under a lease, permit, or right-of-way on land described in subparagraphs (A), (B), (C), and (D) of paragraph (3) from any sale, bonus, royalty, or rental relating to that land in the same

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

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

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

(B) if a survey is requested, the Secretary and the Fort Belknap Indian Community shall jointly provide for the survey of the land, including any mining claims; and

(C) the descriptions set forth in this section or any survey under subparagraph (B) shall control the total acreage to be transferred.

(6) DATE OF TRANSFER.—

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

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

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

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

(d) FEE LAND EXCHANGES.—

(1) IN GENERAL.—The Secretary shall exchange surveyed public land in the State, in compliance with applicable laws (including regulations), for whole estate, surface, or subsurface rights to fee land within or adjacent to the Reservation with the consent of the owner of the rights to the fee land.

(2) VALUE OF EXCHANGED LAND.—

(A) IN GENERAL.—The Secretary shall ensure that the values and rights of public land and to the fee land to be exchanged under paragraph (1) are substantially equal.

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

(C) COMPENSATION.—

(i) IN GENERAL.—If the Secretary determines that, for an exchange under paragraph (1), the value of the public land is greater than the value of the fee land, the Secretary may accept from the owner of the right to fee land such compensation as the Secretary determines to be necessary to compensate for the difference in value.

(ii) DEPOSIT.—The Secretary shall deposit into the general fund of the Treasury any compensation received under clause (i).

(e) INDEMNIFICATION.—The United States shall indemnify, defend, and hold harmless the Fort Belknap Indian Community against any liability, damage, loss, claim,

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

(1) any act of gross negligence, error, or omission, or any willful misconduct or other fault, by the United States in carrying out any activity to clean up and rehabilitate the land mined or disturbed by the Landusky and Zortman Mines;

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

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

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

(g) WATER RIGHTS.—

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

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

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

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

(i) JURISDICTION OF GRINNELL LAND.—

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

(b)(3)(C) on the date on which the conditions described in paragraph (2) are met.

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

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

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

(3) AMENDMENTS.—All regulations promulgated by the Fort Belknap Indian Community Council under this subsection shall be approved by the Secretary after providing the State with notice and an opportunity to comment.

(4) NOTIFICATION AFTER FEDERAL OR STATE AMENDMENT.—

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

(B) RESPONSE.—

(i) IN GENERAL.—Not later than 60 days after the date on which notification is provided to the Fort Belknap Indian Community Council under subparagraph (A), the Fort Belknap Indian Community Council shall amend, subject to approval by the Secretary, the regulations of the Fort Belknap Indian Community Council to comply with the amended law.

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

(I) such time as the regulations of the Fort Belknap Indian Community comply with the amended Federal or State law (including regulations); and

(II) the date that is not more than 25 years after the date of enactment of this Act.

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

**SEC. 7. LAKE ELWELL.**

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

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

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

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

(B) at the diversion point from the reservoir.

(2) AGREEMENT.—The Secretary shall offer to enter into an agreement with the Fort Belknap Indian Community—

(A) to establish a procedure for the allocation under paragraph (1); and

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

(3) REQUIREMENTS.—

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

(B) EFFECTIVE DATE.—The initial allocation under paragraph (1) shall take effect on the date on which the decree described in section 4(c) is approved by the applicable court.

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

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

(D) TERM.—The agreement shall be without limit as to term.

(E) COSTS.—

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

(I) water service capital charges for any water allocated to the Fort Belknap Indian Community under this Act and the agreement, regardless of whether that water is delivered—

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

(bb) under any lease, contract, or agreement the Fort Belknap Indian Community may enter into; and

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

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

(ii) OTHER PAYMENTS.—For each acre-foot of stored water leased or sold by the Fort Belknap Indian Community for industrial purposes, the Fort Belknap Indian Community shall pay annually to the United States an amount to cover the proportionate share of the annual operation, maintenance, and replacement costs for the Lake Elwell storage allocable to the amount of water for industrial purposes leased or sold by the Fort Belknap Indian Community.

(iii) REVIEW.—The annual payments of the Fort Belknap Indian Community shall be reviewed and adjusted, as appropriate, to reflect the actual operation, maintenance, and replacement costs for the Lake Elwell storage facility.

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

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

(i) treated as a component of the tribal water rights; and

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

(B) EXCEPTION.—Notwithstanding subparagraph (A)(ii), article IV(A)(5)(b)(1)–(3) of the Compact shall not apply to the annual allocations under this subsection, except to the extent that the article pertains to the use of water being limited to a place of use within the Missouri River Basin.

(5) EFFECT OF SUBSECTION.—Nothing in this subsection alters or diminishes the allocation from Lake Elwell to the Chippewa Cree Tribe pursuant to the Chippewa Cree Tribe of the Rocky Boy's Reservation Indian Reserved Water Rights Settlement and Water Supply Enhancement Act of 1999 (Public Law 106–163; 113 Stat 1778).

(b) USE AND TEMPORARY TRANSFER OF ALLOCATION.—

(1) IN GENERAL.—On approval of the Secretary, subject to the Compact and this Act, the Fort Belknap Indian Community may use water allocated by this section for any purpose, including ag-

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

(2) AGREEMENTS BY THE FORT BELKNAP INDIAN COMMUNITY.—The Fort Belknap Indian Community may use, lease, contract, exchange, or enter into other agreements for use of the water allocated to the Fort Belknap Indian Community under subsection (a)(1) if—

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

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

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

(1) WATER TRANSPORT OBLIGATION.—

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

(i) Fort Belknap water supply infrastructure;

(ii) Fort Belknap Indian Irrigation Rehabilitation Project;

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

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

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

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

(3) AUTHORIZATION OF STUDIES.—

(A) IN GENERAL.—The Secretary, in consultation with the Fort Belknap Indian Community and the State, shall carry out 1 or more studies—

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

(ii) to determine the environmental impact and ensure environmental compliance in the development and construction of projects under this Act if the projects are associated with, affected by, or located within the same river basin as a Federal reclamation project that is in existence on the date of enactment of this Act.

(B) COOPERATIVE AGREEMENT WITH THE STATE AND THE FORT BELKNAP INDIAN COMMUNITY.—The Secretary may enter into 1 or more cooperative agreements with the State and the Fort Belknap Indian Community to carry out any study described in subparagraph (A) if the Secretary determines that the 1 or more cooperative agreements would be cost-effective and efficient.

(C) RECLAMATION LAWS.—No activity carried out under this Act shall be considered to be a supplemental, additional, or new benefit under the reclamation laws, including the Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.).

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

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

(a) MILK RIVER PROJECT MODIFICATIONS.—

(1) PROCEDURES.—

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

(B) 1946 FRESNO RESERVOIR AGREEMENT.—

(i) IN GENERAL.—The Commissioner shall carry out such actions as the Commissioner determines to be necessary to provide a more equitable accounting of the 1/7 share of the Fort Belknap Indian Community to the Fresno Reservoir total quantity of stored water available for use during each irrigation season from the waters of the Milk River and tributaries of the Milk River, that are impounded and stored in the Fresno Reservoir under the agreement between the Commissioner and the Bureau of Indian Affairs relating to the Milk River Project, numbered I–1–Ind. 18725, and dated July 8, 1946, taking into consideration, and fully accounting for—

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

(II) the tribal water rights.

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

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

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

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

(b) MILK RIVER COORDINATING COMMITTEE.—

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

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

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

(3) TECHNICAL SUPPORT.—The Secretary may—

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

(i) pursuant to the Milk River Project;

(ii) under applicable contracts; and

(iii) by the Fort Belknap Indian Community; and

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

(4) COORDINATION OF STORAGE AND RELEASE.—Notwithstanding Article IV.C.11 of the Compact, the Secretary (acting through the Commissioner), and in consultation with the Milk River Coordinating Committee, may develop an accounting

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

(c) MILK RIVER PROJECT MITIGATION.—

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

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

(B) this Act.

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

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

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

(d) STATE CONTRIBUTIONS.—

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

(A) the difference between—

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

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

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

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

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

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

(3) TREATMENT OF CONTRIBUTIONS.—A contribution by the State under this subsection shall be considered to fulfill the obligation of the State under article VI.B of the Compact.

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

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

(e) FEDERAL CONTRIBUTIONS.—

(1) STATE TRUST ACCOUNT.—The Secretary shall establish a trust account for the State, consisting of amounts made available by the Secretary to carry out the mitigation and watershed improvement activities described in the Compact.

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

(3) ALLOCATIONS.—

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

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

(i) the Fort Belknap Indian Community has developed, or is in the process of developing, the tribal water rights in accordance with the Compact and this Act; and

(ii) the State, in consultation with the Secretary, determines that a proposed expenditure of the principal amount is necessary to satisfy mitigation or watershed improvement obligations under the Compact.

(4) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to the Secretary to carry out this subsection $5,000,000 for each of fiscal years 2012 through 2015.

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

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

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

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

(2) any claims of the allottees against the United States that are similar to the claims described in section 10(b).

(c) NO RECOGNITION OF WATER RIGHTS.—Notwithstanding subsections (a) and (b) and except as provided in section 5, nothing in this Act recognizes or establishes any right of a member of the Fort Belknap Indian Community or an allottee to water in the Reservation.

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

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

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

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

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

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

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

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

(B) any claim relating to a damage to, loss of, or injury to water, water rights, land, or natural resources due to the loss of water or water rights in the State that first accrued before or on the enforceability date, including claims relating to—

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

(ii) interference with, diversion or taking of water; or

(iii) the failure to protect, acquire, replace, or develop water, water rights, or water infrastructure;

(C) any pending litigation in the State relating to the water rights of the Fort Belknap Indian Community; and

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

(i) the Compact; or

(ii) this Act.

(c) EFFECTIVENESS OF WAIVERS AND RELEASES.—The waivers under subsections (a) and (b) shall take effect on the enforceability date.

(d) ENFORCEABILITY DATE.—

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

(A) the Fort Belknap Indian Community Council has approved the Compact by submitting this Act and the Compact to a vote by the tribal membership for approval or disapproval;

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

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

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

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

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

(D)(i) all of the funds made available under section 11 have been deposited in the accounts identified in section 11(c); and

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

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

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

(G) the waivers and releases under subsections (a) and (b) have been executed by the Fort Belknap Indian Community and the Secretary.

(e) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS.—Notwithstanding the waivers and releases authorized under this section, the Fort Belknap Indian Community and the United States (acting as trustee for the Fort Belknap Indian Community and the allottees) retain—

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

(2) all rights to use and protect water rights acquired after the date of enactment of this Act;

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

(A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.);

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

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

(4) all claims arising under section 12(k) relating to the enforcement of any Federal, State, or tribal law (including common law); and

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

(f) TOLLING OF CLAIMS.—

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

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

(g) EXPIRATION AND TOLLING.—If all appropriations authorized by this Act have not been made available to the Secretary by June 30, 2042—

(1) the waivers authorized in this section shall—

(A) expire; and

(B) be of no force or effect; and

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

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

(a) ESTABLISHMENT.—There is established in the Treasury a fund, to be known as the ''Fort Belknap Indian Community Settlement Fund'', to be administered by the Secretary for the uses described in subsection (c) and any activities necessary to comply with Federal environmental and cultural resource laws.

(b) TRANSFERS TO FUND.—The Fund shall consist of such amounts as are deposited in the Fund under subsection (j).

(c) ACCOUNTS OF THE FORT BELKNAP INDIAN COMMUNITY SETTLEMENT FUND.—The Secretary shall establish in the Fund—

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

(A) exchanging, transferring, or acquiring land;

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

(C) agricultural development;

(D) cultural preservation;

(E) water resources development; and

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

(2) the Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance account, from which only interest earned may be used to pay—

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

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

(ii) the establishment by the Fort Belknap Indian Community of a water resources department; and

(iii) the operation by that water resources department (or successor agency); and

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

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

(3) the Fort Belknap Indian Community Tribal Economic Development account, from which principal and interest may be used by the Fort Belknap Indian Community to pay the costs for any activity the Fort Belknap Indian Community determines to be necessary to further the economic development of the Fort Belknap Indian Community; and

(4) the Fort Belknap Indian Community Water and Wastewater Rehabilitation and Expansion account, from the which principal and interest may be used by the Fort Belknap Indian Community to pay the costs for—

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

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

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

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

(d) MANAGEMENT OF FUND.—

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

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

(B) this Act; and

(C) the Compact.

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

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

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

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

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

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

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

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

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

(e) AVAILABILITY OF AMOUNTS.—

(1) IN GENERAL.—

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

Community without fiscal year limitation beginning on the enforceability date.

(B) OTHER FUNDING.—In addition to funding specifically made available under this Act, if the Secretary determines that, for a given fiscal, a sufficient amount of funding has not been made available through annual appropriations, the Secretary shall expend from the Reclamation Water Settlements Fund established under section 10501 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407) such amounts as are necessary to pay the Federal share of the costs associated with the Fund.

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

(f) EXPENDITURES AND WITHDRAWALS.—

(1) TRIBAL MANAGEMENT PLAN.—

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

retary of a tribal management plan in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

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

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

(i) to enforce the tribal management plan of the Fort Belknap Indian Community; and

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

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

drawn from a Fund by the Fort Belknap Indian Community under this subsection.

(2) EXPENDITURE PLAN.—

(A) IN GENERAL.—The Fort Belknap Indian Community shall submit to the Secretary for approval an expenditure plan for any portion of the amounts made available under this section that the Fort Belknap Indian Community does not withdraw to carry out this Act.

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

(C) APPROVAL.—The Secretary shall approve an expenditure plan submitted under subparagraph (A) if the Secretary determines that the plan is reasonable and in accordance with this Act and the Compact.

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

after the expiration of the deadline described in section 4(d).

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

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

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

(j) AUTHORIZATION OF APPROPRIATIONS.—

(1) FORT BELKNAP INDIAN COMMUNITY TRIBAL LAND AND WATER, REHABILITATION, MODERNIZATION, AND EXPANSION ACCOUNT.—

(A) MANDATORY APPROPRIATIONS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit in the Fort Belknap Indian Community Tribal Land and Water, Rehabilitation, Mod-

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

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

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

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

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

(B) AUTHORIZATION OF APPROPRIATIONS.—In addition to amounts made available under subparagraph (A1), there is authorized to be appropriated for deposit in the Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance account $29,963,500, adjusted to reflect changes since February 1, 2012, in construction cost indices applicable to the types of construction involved in the activities described in subsection (c)(2).

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

(A) MANDATORY APPROPRIATIONS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit in the Fort Belknap Indian Community Tribal Economic Development account $55,187,000, adjusted to reflect changes since October 1, 2011, in construction cost indices

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

(B) AUTHORIZATION OF APPROPRIATIONS.—In addition to amounts made available under subparagraph (A), there is authorized to be appropriated for deposit in the Fort Belknap Indian Community Tribal Economic Development account $45,153,000, adjusted to reflect changes since October 1, 2011, in construction cost indices applicable to the types of construction involved in the activities described in subsection (c)(3).

(4) FORT BELKNAP INDIAN COMMUNITY WATER AND WASTEWATER REHABILITATION AND EXPANSION ACCOUNT.—

(A) MANDATORY APPROPRIATIONS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit in the Fort Belknap Indian Community Water and Wastewater Rehabilitation and Expansion account $69,036,800, adjusted to reflect changes since October 1, 2011, in construction cost indices applicable to the types of construction involved in the activities described in subsection (c)(4).

(B) AUTHORIZATION OF APPROPRIATIONS.—In addition to amounts made available under subparagraph (A), there is authorized to be appropriated for deposit in the Fort Belknap Indian Community Water and Wastewater Rehabilitation and Expansion account $54,243,200, adjusted to reflect changes since October 1, 2011, in construction cost indices applicable to the types of construction involved in the activities described in subsection (c)(4).

(5) MONTANA MITIGATION FUND.—There is authorized to be appropriated to the State for the establishment of the Montana Mitigation Fund $21,000,000 for fiscal year 2013.

(6) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to the Commissioner to carry out improvement activities under this Act $1,100,000 for fiscal year 2013.

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

**SEC. 12. ADMINISTRATION.**

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

Fort Belknap Indian Community and the members of the Fort Belknap Indian Community due to construction assessments, annual operation and maintenance charges, and any other charge that may have been levied relating to irrigation projects of the Department of the Interior for the Fort Belknap Indian Community.

(b) APPLICABILITY.—Nothing in this Act—

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

(2) affects, alters, or amends Federal law (including regulations), including—

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

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

(C) Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.); and

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

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

(4) confers jurisdiction on any State court—

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

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

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

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

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

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

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

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

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

(3) all other applicable environmental laws (including regulations).

(f) ADDITIONAL FUNDING.—Nothing in this Act prohibits the Fort Belknap Indian Community from seeking—

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

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

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

(1) purchase of the right; or

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

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

(i) INTERFERENCE WITH TRIBAL WATER RIGHTS.—Nothing in this Act or the Compact prevents the Fort Belknap Indian Community, a member of the Fort Belknap Indian Community, an allottee, or the United States on behalf of the Fort Belknap Indian Community, a member of the Fort Belknap Indian Community, or an allottee from filing in a court of competent jurisdiction an action to prevent any Person or Party (as defined in sections 29 and 30 of article II of the Compact) from interfering with the enjoyment of the tribal water rights of—

(1) the Fort Belknap Indian Community;

(2) a member of the Fort Belknap Indian Community; or

(3) an allottee.

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

(k) ENVIRONMENTAL PROTECTION.—

(1) DEFINITION OF LITTLE ROCKY MOUNTAINS.—In this subsection, the term ''Little Rocky Mountains'' means the mountains that—

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

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

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

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

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

(i) damage to water quality caused by mining activities in the Little Rocky Mountains; or

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

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

(1) the litigation of reserved water rights; or

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

(m) ELIGIBILITY FOR OTHER FEDERAL SERVICES.—No payment made or benefit provided pursuant to this Act shall result in the reduction or denial of any Federal service or program to any Indian tribe, or to any member of an Indian tribe, to which the Indian tribe or member of the Indian tribe is entitled to, or eligible for, because of—

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

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

(n) LEASES OF ALLOTTED LAND.—

(1) DEFINITION OF ELIGIBLE LESSOR.—In this subsection, the term ''eligible lessor'' means—

(A) the Fort Belknap Indian Community; and

(B) a tribal farming enterprise or irrigation district approved by the Fort Belknap Community Council.

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

(3) APPROVAL.—

(A) IN GENERAL.—Notwithstanding any other provision of law, the Secretary may approve a lease or agreement of an eligible lessor of individually owned allotted land held in trust or restricted status by the United States for the Fort Belknap Indian Community if the Secretary determines that—

(i) the owners of a majority of the undivided interest in the trust or restricted land consent to the lease or agreement; and

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

(B) EFFECT.—On approval by the Secretary under subparagraph (A), a lease or

agreement shall be binding, to the same extent as if all owners of the trust or restricted land involved had consented to the lease or agreement, on—

(i) each owner of an undivided interest in the trust or restricted land subject to the lease or agreement (including any interest owned by an Indian tribe); and

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

(4) DISTRIBUTION OF PROCEEDS.—The proceeds derived from a lease or agreement approved by the Secretary under paragraph (3) shall be distributed to each owner of land subject to the lease or agreement, in proportion to the interest owned by the owner.

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

(A) the owner is—

(i) a member of an Indian tribe; and

(ii) deceased; and

(B)(i) the heirs to, or devisees of, the interest of the owner have not been determined; or

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

(6) RESERVED RIGHTS-OF-WAY.—

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

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

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

(ii) approved by the Fort Belknap Community Council.

(C) COMPENSATION FOR RIGHTS-OF-WAY ON INDIVIDUALLY OWNED ALLOTTED LANDS.—The Fort Belknap Indian Community shall pay

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

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

(A) IN GENERAL.—It shall not be a requirement for the approval or execution of a lease or agreement under this subsection that the lease or agreement be offered for sale through a public auction or advertised sale.

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

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

**SEC. 13. ANTIDEFICIENCY.**

The United States shall not be liable for any failure to carry out any obligation or activity authorized by this Act (including any obligation or activity under the Compact) if adequate appropriations are not provided ex-

pressly by Congress to carry out the purposes of this Act in—

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

(2) the Emergency Fund for Indian Safety and Health established by section 601(a) of the Tom Lantos and Henry J. Hyde United States Global Leadership Against HIV/AIDS, Tuberculosis, and Malaria Reauthorization Act of 2008 (25 U.S.C. 443c(a)).

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