

117TH CONGRESS  
1ST SESSION

# S. 1911

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

---

IN THE SENATE OF THE UNITED STATES

MAY 27, 2021

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

---

## A BILL

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

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

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

4 (a) SHORT TITLE.—This Act may be cited as the  
5 “Gros Ventre and Assiniboine Tribes of the Fort Belknap  
6 Indian Community Water Rights Settlement Act of  
7 2021”.

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

Sec. 1. Short title; table of contents.

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

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

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

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

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

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

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

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

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

12          (A) the Fort Belknap Indian Community  
13 of the Fort Belknap Reservation of Montana;  
14 and

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

18          (6) to authorize, ratify, and confirm the water  
19 rights compact entered into by the Fort Belknap In-  
20 dian Community, the State, and the United States,  
21 to the extent that the Compact is consistent with  
22 this Act;

23          (7) to authorize and require the Secretary—

24           (A) to execute the Compact;

1 (B) to make available priority funding  
2 from the Reclamation Water Settlement Fund  
3 established by section 10501 of the Omnibus  
4 Public Land Management Act of 2009 (43  
5 U.S.C. 407); and

6 (C) to take any other actions necessary to  
7 carry out the Compact in accordance with this  
8 Act;

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

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

18 **SEC. 3. DEFINITIONS.**

19 In this Act:

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

24 (A) located within the Reservation; and

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

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

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

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

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

11                   (B) any exhibit (including exhibit amend-  
12                   ments), part, or amendment to the Compact  
13                   that is executed to make the Compact con-  
14                   sistent with this Act.

15           (5) CERCLA.—The term “CERCLA” means  
16           the Comprehensive Environmental Response, Com-  
17           pensation, and Liability Act of 1980 (42 U.S.C.  
18           9601 et seq.).

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

22           (7) FORT BELKNAP INDIAN COMMUNITY.—The  
23           term “Fort Belknap Indian Community” means the  
24           Gros Ventre and Assiniboine Tribes of the Fort  
25           Belknap Reservation of Montana, a federally recog-

1 nized Indian Tribal entity included on the list pub-  
2 lished by the Secretary pursuant to section 104(a)  
3 of the Federally Recognized Indian Tribe List Act of  
4 1994 (25 U.S.C. 5131(a)).

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

9 (9) FORT BELKNAP INDIAN IRRIGATION  
10 PROJECT.—

11 (A) IN GENERAL.—The term “Fort  
12 Belknap Indian Irrigation Project” means the  
13 Federal Indian irrigation project units, systems,  
14 and works developed by the United States to ir-  
15 rigate land within the Reservation, including  
16 pursuant to—

17 (i) the Treaty of October 17, 1855

18 (11 Stat. 657);

19 (ii) the Act of May 1, 1888 (25 Stat.

20 113, chapter 213);

21 (iii) the Act of August 15, 1894 (28

22 Stat. 286, chapter 290);

23 (iv) the Act of July 1, 1898 (30 Stat.

24 571, chapter 545);

1 (v) the Act of April 30, 1908 (35  
2 Stat. 70, chapter 153); and

3 (vi) this Act.

4 (B) INCLUSIONS.—The term “Fort  
5 Belknap Indian Irrigation Project” shall in-  
6 clude—

7 (i) the Milk River unit, including—

8 (I) the Three Mile Coulee unit;

9 (II) the White Bear unit; and

10 (III) the Fort Belknap future ir-  
11 rigation project, including the Fort  
12 Belknap Reservoir and Dam;

13 (ii) the Southern Tributary Irrigation  
14 Project, including—

15 (I) the Beaver Creek unit;

16 (II) the Duck Creek unit;

17 (III) the Lodge Pole Creek unit;

18 (IV) the Big Warm Creek unit;

19 (V) the Jim Brown Creek unit;

20 (VI) the Little Peoples Creek  
21 unit;

22 (VII) the South Fork Peoples  
23 Creek Unit; and

24 (VIII) the Little Warm Creek  
25 unit; and

1 (iii) the Peoples Creek Irrigation  
2 Project, including the Upper Peoples Creek  
3 Dam and Reservoir.

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

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

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

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

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



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

4 (B) headquartered in Malta, Montana.

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

10 (A) Montana Water Court Basins 40F,  
11 40G, 40H, 40I, 40J, 40K, 40L, 40M, 40N, and  
12 40O; and

13 (B) the portion of the Milk River and each  
14 tributary of the Milk River that flows through  
15 the Canadian Provinces of Alberta and Sas-  
16 katchewan.

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

21 (17) MILK RIVER PROJECT.—

22 (A) IN GENERAL.—The term “Milk River  
23 Project” means the Bureau of Reclamation  
24 project conditionally approved by the Secretary  
25 on March 14, 1903, pursuant to the Act of

1           June 17, 1902 (32 Stat. 388, chapter 1093),  
2           commencing at Lake Sherburne Reservoir and  
3           providing water to a point approximately 6  
4           miles east of Nashua, Montana.

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

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

10           (19) OPERATIONS, MAINTENANCE, AND RE-  
11           PAIR.—The term “operations, maintenance, and re-  
12           pair” means—

13                   (A) any recurring or ongoing activity asso-  
14           ciated with the day-to-day operation of a  
15           project;

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

18                   (C) any activity relating to repairing or re-  
19           placing a feature of a project.

20           (20) PICK-SLOAN MISSOURI RIVER BASIN PRO-  
21           GRAM.—The term “Pick-Sloan Missouri River Basin  
22           Program” means the Pick-Sloan Missouri River  
23           Basin Program (authorized by section 9 of the Act  
24           of December 22, 1944 (commonly known as the

1 “Flood Control Act of 1944”) (58 Stat. 891, chapter  
2 665)).

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

5 (22) RESERVATION.—

6 (A) IN GENERAL.—The term “Reserva-  
7 tion” means the area of the Fort Belknap Res-  
8 ervation in the State, as modified by this Act.

9 (B) INCLUSIONS.—The term “Reserva-  
10 tion” includes—

11 (i) all land and interests in land es-  
12 tablished by—

13 (I) the Agreement with the Gros  
14 Ventre and Assiniboine Tribes of the  
15 Fort Belknap Reservation, ratified by  
16 the Act of May 1, 1888 (25 Stat. 113,  
17 chapter 212), as modified by the  
18 Agreement with the Indians of the  
19 Fort Belknap Reservation of October  
20 9, 1895 (ratified by the Act of June  
21 10, 1896) (29 Stat. 350, chapter  
22 398);

23 (II) the Act of March 3, 1921  
24 (41 Stat. 1355, chapter 135); and

1 (III) Public Law 94–114 (25  
2 U.S.C. 5501 et seq.);

3 (ii) the land known as the “Hancock  
4 lands” purchased by the Fort Belknap In-  
5 dian Community pursuant to the Fort  
6 Belknap Indian Community Council Reso-  
7 lution No. 234–89 (October 2, 1989); and

8 (iii) all land transferred under section  
9 6.

10 (23) ST. MARY UNIT.—

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

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

17 (i) Sherburne Dam and Reservoir;

18 (ii) Swift Current Creek Dike;

19 (iii) Lower St. Mary Lake;

20 (iv) St. Mary Canal Diversion Dam;

21 and

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

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

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

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

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

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

15                   (B) the water rights of allottees.

16           (28) TRUST FUND.—The term “Trust Fund”  
17 means the Aaniiih Nakoda Settlement Trust Fund  
18 established under section 11(b)(1).

19 **SEC. 4. RATIFICATION OF COMPACT AND JUDICIAL DE-**  
20 **CREE.**

21 (a) RATIFICATION OF COMPACT.—

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

24           (2) AMENDMENTS.—Any amendment to the  
25 Compact is authorized, ratified, and confirmed to

1 the extent that the amendment is executed to make  
2 the Compact consistent with this Act.

3 (b) EXECUTION.—

4 (1) IN GENERAL.—To the extent that the Com-  
5 pact does not conflict with this Act, the Secretary  
6 shall execute the Compact, including all exhibits to,  
7 or parts of, the Compact requiring the signature of  
8 the Secretary.

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

17 (c) ENVIRONMENTAL COMPLIANCE.—

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

21 (A) the Endangered Species Act of 1973  
22 (16 U.S.C. 1531 et seq.);

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

1 (C) other applicable environmental laws  
2 and regulations.

3 (2) EFFECT OF EXECUTION.—

4 (A) IN GENERAL.—The execution of the  
5 Compact by the Secretary under this section  
6 shall not constitute a major Federal action for  
7 purposes of the National Environmental Policy  
8 Act of 1969 (42 U.S.C. 4321 et seq.).

9 (B) COMPLIANCE.—

10 (i) IN GENERAL.—The Secretary shall  
11 carry out all Federal compliance activities,  
12 including appropriate environmental, cul-  
13 tural, and historical compliance activities,  
14 necessary to implement the Compact and  
15 this Act.

16 (ii) COSTS.—The cost of carrying out  
17 Federal compliance activities under clause  
18 (i), including any costs associated with car-  
19 rying out Federal approvals or other re-  
20 views or any other inherently Federal func-  
21 tions, shall remain the responsibility of the  
22 Secretary.

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

24 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

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

3           (2) USE.—Any use of the Tribal water rights  
4 shall be subject to the terms and conditions of the  
5 Compact and this Act.

6           (3) CONFLICT.—In the event of a conflict be-  
7 tween the Compact and this Act, this Act shall con-  
8 trol.

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

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

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

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

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



1 (c) TRUST STATUS OF TRIBAL WATER RIGHTS.—

2 The Tribal water rights—

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

6 (2) shall not be subject to forfeiture or aban-  
7 donment.

8 (d) ALLOTTEES.—

9 (1) APPLICABILITY OF THE ACT OF FEBRUARY  
10 8, 1887.—The provisions of section 7 of the Act of  
11 February 8, 1887 (24 Stat. 390, chapter 119; 25  
12 U.S.C. 381), relating to the use of water for irriga-  
13 tion purposes, shall apply to the Tribal water rights.

14 (2) ENTITLEMENT TO WATER.—Any entitle-  
15 ment to the use of water of an allottee under Fed-  
16 eral law shall be satisfied from the Tribal water  
17 rights.

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

21 (4) CLAIMS.—

22 (A) EXHAUSTION OF REMEDIES.—Before  
23 asserting any claim against the United States  
24 under section 7 of the Act of February 8, 1887  
25 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or

1 any other applicable law, an allottee shall ex-  
 2 haust remedies available under the Tribal water  
 3 code or other applicable Tribal law.

4 (B) ACTION FOR RELIEF.—After the ex-  
 5 haustion of all remedies available under the  
 6 Tribal water code or other applicable Tribal  
 7 law, an allottee may seek relief under section 7  
 8 of the Act of February 8, 1887 (24 Stat. 390,  
 9 chapter 119; 25 U.S.C. 381), or other applica-  
 10 ble law.

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

14 (e) AUTHORITY OF THE FORT BELKNAP INDIAN  
 15 COMMUNITY.—

16 (1) AUTHORITY.—

17 (A) IN GENERAL.—The Fort Belknap In-  
 18 dian Community shall—

19 (i) govern the use of the Tribal water  
 20 rights pursuant to Tribal law, the Com-  
 21 pact, this Act, and applicable Federal law;  
 22 and

23 (ii) have—

24 (I) administrative, regulatory,  
 25 and adjudicatory authority over all

1 Tribal water rights, including the au-  
2 thority to allocate, distribute, use, and  
3 temporarily transfer by service con-  
4 tract, lease, exchange, or other agree-  
5 ment the Tribal water rights for any  
6 use within the Reservation; and

7 (II) the authority to voluntarily  
8 allocate, distribute, use, and tempo-  
9 rarily transfer by service contract,  
10 lease, exchange, or other agreement  
11 the Tribal water rights off the Res-  
12 ervation within the Missouri River  
13 Basin.

14 (B) TRANSFER OF TRIBAL WATER  
15 RIGHTS.—If applicable State and Federal laws  
16 are amended or expanded after the date of en-  
17 actment of this Act to authorize water users to  
18 transfer water rights interbasin, interstate, or  
19 internationally, the Fort Belknap Indian Com-  
20 munity shall have the right and authority to  
21 temporarily transfer Tribal water rights of the  
22 Fort Belknap Indian Community to the same  
23 extent permissible for State-based and other  
24 water rights users.

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

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

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

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

11          (3) LAND LEASES BY ALLOTTEES.—Notwith-  
12 standing paragraph (1), an allottee may lease any  
13 interest in land held by the allottee, together with  
14 any water right determined to be appurtenant to the  
15 interest in land, in accordance with the Tribal water  
16 code.

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

19           (A) IN GENERAL.—In accordance with the  
20 right of the Fort Belknap Indian Community to  
21 choose to limit the development and use of the  
22 Tribal water rights by the Fort Belknap Indian  
23 Community and to allow the water of the Tribal  
24 water rights to pass through the priority system  
25 to be diverted by a third party for compensa-

1           tion, as negotiated by the Fort Belknap Indian  
2           Community, the deferral or forbearance of the  
3           use of Tribal water rights shall be permissible.

4           (B) LIMITATIONS.—The deferral or for-  
5           bearance of the use of the Tribal water rights  
6           under subparagraph (A) shall not be considered  
7           to be—

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

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

13       (f) TRIBAL WATER CODE.—

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

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

22                   (B) provides for—

23                           (i) the administration, management,  
24                           regulation, enforcement, and governance,  
25                           including adjudicatory jurisdiction, of the

1 Tribal water rights and all uses of the  
2 Tribal water rights; and

3 (ii) the establishment by the Fort  
4 Belknap Indian Community of the condi-  
5 tions, permit requirements, and other re-  
6 quirements for the allocation, distribution,  
7 and use of the Tribal water rights, includ-  
8 ing irrigation, livestock, domestic, commer-  
9 cial, municipal, industrial, cultural, and  
10 recreational uses.

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

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

16 (B) provide for a process by which an al-  
17 lottee may request that the Fort Belknap In-  
18 dian Community provide water for irrigation  
19 use in accordance with this Act, including the  
20 provision of water under any allottee lease  
21 under section 4 of the Act of June 25, 1910  
22 (36 Stat. 856, chapter 431; 25 U.S.C. 403);

23 (C) provide for a due process system that  
24 includes a process by which the Fort Belknap

1 Indian Community can resolve disputes, includ-  
2 ing a process for the resolution of—

3 (i) any contested administrative deci-  
4 sion, including any denial of a request for  
5 an allocation of water from the Tribal  
6 water rights by—

7 (I) an allottee for irrigation pur-  
8 poses on allotted land;

9 (II) a successor-in-interest to an  
10 allottee;

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

13 (IV) an owner of fee land within  
14 the boundaries of the Reservation;  
15 and

16 (ii) the appeal and adjudication of ad-  
17 ministrative decisions under clause (i) and  
18 any denied or disputed distribution of  
19 water; and

20 (D) include a requirement that—

21 (i) any allottee asserting a claim relat-  
22 ing to the enforcement of rights of the al-  
23 lottee under the Tribal water code, includ-  
24 ing to the quantity of water allocated to  
25 land of the allottee, shall exhaust all rem-

1 edies available to the allottee under Tribal  
2 law before initiating an action against the  
3 United States or petitioning the Secretary  
4 pursuant to subsection (d)(4); and

5 (ii) any other Tribal water user as-  
6 serting a claim relating to the enforcement  
7 of rights under the Tribal water code shall  
8 exhaust all remedies available under Tribal  
9 law.

10 (3) ACTION BY SECRETARY.—

11 (A) IN GENERAL.—During the period be-  
12 ginning on the date of enactment of this Act  
13 and ending on the date on which a Tribal water  
14 code described in paragraphs (1) and (2) is en-  
15 acted, the Secretary shall administer the Tribal  
16 water rights, including with respect to the  
17 rights of allottees, in accordance with this Act.

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

21 (i) the provisions of the Tribal water  
22 code required by paragraph (2) are ap-  
23 proved by the Secretary; and



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

4 (C) APPROVAL PERIOD.—

5           (i) IN GENERAL.—The Secretary  
6 shall—

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

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

19           (ii) NO ACTION.—If the Secretary  
20 does not approve or disapprove the Tribal  
21 water code or amendment to the Tribal  
22 water code and notify the Fort Belknap  
23 Indian Community by the applicable dead-  
24 lines described in clause (i), the Tribal

1 water code or amendment to the Tribal  
2 water code shall be deemed to be approved.

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

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

18 (g) ADMINISTRATION.—

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

22 (2) PURCHASES OR GRANTS OF LAND FROM IN-  
23 DIANS.—An authorization provided by this Act for  
24 the allocation, distribution, leasing, or other ar-  
25 rangement entered into pursuant to this Act shall be

1 considered to satisfy any requirement for authoriza-  
2 tion of the action by treaty or convention imposed by  
3 section 2116 of the Revised Statutes (25 U.S.C.  
4 177).

5 (3) PROHIBITION ON FORFEITURE.—The non-  
6 use of all or any portion of the Tribal water rights  
7 by any water user shall not result in the forfeiture,  
8 abandonment, relinquishment, or other loss by the  
9 Fort Belknap Indian Community of all or any por-  
10 tion of the Tribal water rights.

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

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

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

20 (i) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM  
21 POWER RATES.—The Secretary, in cooperation with the  
22 Secretary of Energy, shall make available, at project-use  
23 pumping power, preference customer rates established as  
24 of the date of enactment of this Act, Pick-Sloan Missouri  
25 River Basin Program pumping power to—

1 (1) not more than 37,425 net acres under irri-  
2 gation pursuant to projects of the Fort Belknap In-  
3 dian Community; and

4 (2) any mitigation projects required and funded  
5 by this Act.

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

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

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

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

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

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

23 (C) 640 acres in T. 27 N., R. 21 E., sec.  
24 36.

- 1 (D) 640 acres in T. 25 N., R. 22 E., sec.  
2 16.
- 3 (E) 600 acres in T. 27 N., R. 20 E., sec.  
4 36, comprised of—
- 5 (i) 160 acres in the SE<sup>1</sup>/<sub>4</sub>;  
6 (ii) 160 acres in the SW<sup>1</sup>/<sub>4</sub>;  
7 (iii) 160 acres in the NW<sup>1</sup>/<sub>4</sub>;  
8 (iv) 80 acres in the S<sup>1</sup>/<sub>2</sub> of the NE<sup>1</sup>/<sub>4</sub>;  
9 and  
10 (v) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of the  
11 NE<sup>1</sup>/<sub>4</sub>.
- 12 (F) 640 acres in T. 27 N., R. 21 E., sec.  
13 16.
- 14 (G) 640 acres in T. 28 N., R. 21 E., sec.  
15 27.
- 16 (H) 639.04 acres in T. 28 N., R. 22 E.,  
17 sec. 16.
- 18 (I) 73.36 acres in T. 29 N., R. 22 E., sec.  
19 16, comprised of—
- 20 (i) 18.09 acres in lot 1;  
21 (ii) 18.25 acres in lot 2;  
22 (iii) 18.43 acres in lot 3; and  
23 (iv) 18.59 acres in lot 4.
- 24 (J) 58.72 acres in T. 30 N., R. 22 E., sec.  
25 16, comprised of—

- 1 (i) 14.49 acres in lot 9;
- 2 (ii) 14.61 acres in lot 10;
- 3 (iii) 14.75 acres in lot 11; and
- 4 (iv) 14.87 acres in lot 12.
- 5 (K) 640 acres in T. 29 N., R. 22 E., sec.
- 6 8.
- 7 (L) 400 acres in T. 29 N., R. 22 E., sec.
- 8 17, comprised of—
- 9 (i) 320 acres in the N<sup>1</sup>/<sub>2</sub>; and
- 10 (ii) 80 acres in the N<sup>1</sup>/<sub>2</sub> of the SW<sup>1</sup>/<sub>4</sub>.
- 11 (M) 120 acres in T. 29 N., R. 22 E., sec.
- 12 18, comprised of—
- 13 (i) 80 acres in the E<sup>1</sup>/<sub>2</sub> of the NE<sup>1</sup>/<sub>4</sub>;
- 14 and
- 15 (ii) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the
- 16 SE<sup>1</sup>/<sub>4</sub>.
- 17 (N) 640 acres in T. 26 N., R. 23 E., sec.
- 18 16.
- 19 (O) 640 acres in T. 26 N., R. 23 E., sec.
- 20 36.
- 21 (P) 640 acres in T. 26 N., R. 26 E., sec.
- 22 16.
- 23 (Q) 640 acres in T. 26 N., R. 22 E., sec.
- 24 36.

- 1 (R) 640 acres in T. 26 N., R. 24 E., sec.  
2 16.
- 3 (S) 640 acres in T. 27 N., R. 23 E., sec.  
4 16.
- 5 (T) 640 acres in T. 27 N., R. 25 E., sec.  
6 36.
- 7 (U) 640 acres in T. 28 N., R. 22 E., sec.  
8 36.
- 9 (V) 640 acres in T. 28 N., R. 23 E., sec.  
10 16.
- 11 (W) 640 acres in T. 28 N., R. 24 E., sec.  
12 36.
- 13 (X) 640 acres in T. 28 N., R. 25 E., sec.  
14 16.
- 15 (Y) 640 acres in T. 28 N., R. 25 E., sec.  
16 36.
- 17 (Z) 640 acres in T. 28 N., R. 26 E., sec.  
18 16.
- 19 (AA) 94.96 acres in T. 28 N., R. 26 E.,  
20 sec. 36, under lease by the Fort Belknap Indian  
21 Community Council on the date of enactment of  
22 this Act, comprised of—
- 23 (i) 30.68 acres in lot 5;  
24 (ii) 26.06 acres in lot 6;  
25 (iii) 21.42 acres in lot 7; and

1 (iv) 16.8 acres in lot 8.

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

6 (CC) 640 acres in T. 29 N., R. 22 E., sec.  
7 36.

8 (DD) 640 acres in T. 29 N., R. 23 E., sec.  
9 16.

10 (EE) 640 acres in T. 29 N., R. 24 E., sec.  
11 16.

12 (FF) 640 acres in T. 29 N., R. 24 E., sec.  
13 36.

14 (GG) 640 acres in T. 29 N., R. 25 E., sec.  
15 16.

16 (HH) 640 acres in T. 29 N., R. 25 E., sec.  
17 36.

18 (II) 640 acres in T. 29 N., R. 26 E., sec.  
19 16.

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

24 (KK) 640 acres in T. 30 N., R. 22 E., sec.  
25 36.



1 (LL) 640 acres in T. 30 N., R. 23 E., sec.  
2 16.

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

5 (NN) 640 acres in T. 30 N., R. 24 E., sec.  
6 16.

7 (OO) 640 acres in T. 30 N., R. 24 E., sec.  
8 36.

9 (PP) 640 acres in T. 30 N., R. 25 E., sec.  
10 16.

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

15 (RR) 640 acres in T. 31 N., R. 22 E., sec.  
16 36.

17 (SS) 640 acres in T. 31 N., R. 23 E., sec.  
18 16.

19 (TT) 640 acres in T. 31 N., R. 23 E., sec.  
20 36.

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

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

25 (i) 9.15 acres in lot 1;

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

1 (xvi) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
2 SE<sup>1</sup>/<sub>4</sub>.

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

5 (i) 45.82 acres in lot 1;

6 (ii) 10.16 acres in lot 2;

7 (iii) 14.52 acres in lot 3;

8 (iv) 18.86 acres in lot 4;

9 (v) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
10 NE<sup>1</sup>/<sub>4</sub>;

11 (vi) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
12 NE<sup>1</sup>/<sub>4</sub>;

13 (vii) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
14 NE<sup>1</sup>/<sub>4</sub>;

15 (viii) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
16 SE<sup>1</sup>/<sub>4</sub>;

17 (ix) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of the  
18 SE<sup>1</sup>/<sub>4</sub>;

19 (x) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub>;  
20 and

21 (xi) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
22 SE<sup>1</sup>/<sub>4</sub>.

23 (3) FEDERAL LAND.—Notwithstanding any  
24 other provision of law for purposes of a land ex-

1 change under this subsection, the Secretary may ex-  
2 change any Federal land within the State.

3 (4) COMPLETION.—The Secretary shall com-  
4 plete a land exchange under this subsection, and  
5 shall take the land received by the Federal Govern-  
6 ment into trust for the benefit of the Fort Belknap  
7 Indian Community, by not later than 10 years after  
8 the enforceability date.

9 (5) REQUIREMENTS.—

10 (A) VALUE.—The Secretary shall negotiate  
11 with the State using the roughly equivalent the-  
12 ory of valuation of any Federal land exchanged  
13 for State land.

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

18 (C) SURVEY.—If a survey is requested by  
19 the State or required by the Secretary, the Sec-  
20 retary shall provide such financial or other as-  
21 sistance as may be necessary—

22 (i) to conduct additional surveys and  
23 obtain appraisals of the transferred land,  
24 including any mining claims; and

1                   (ii) to satisfy administrative require-  
2                   ments necessary to accomplish the land  
3                   transfers under this subsection.

4           (6) EXISTING RIGHTS AND USES.—

5                   (A) USES.—

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

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

19                           (B) IMPROVEMENTS.—Any improvements  
20                          constituting personal property (as defined by  
21                          State law) on land exchanged under this sub-  
22                          section by the holder of the lease, permit, or  
23                          right-of-way shall remain the property of the  
24                          holder and shall be removed not later than 90  
25                          days after the date on which the lease, permit,

1 or right-of-way expires, unless the Fort Belknap  
2 Indian Community and the holder agree other-  
3 wise.

4 (C) ELIGIBILITY.—Notwithstanding para-  
5 graph (2), if, at any time after the date of en-  
6 actment of this Act, the Fort Belknap Indian  
7 Community Council enters into a lease for any  
8 other State parcel or secures the written con-  
9 sent of each lessee of any other State parcel to  
10 the exchange of that parcel, the other State  
11 parcel shall be eligible for exchange and trans-  
12 fer under this subsection.

13 (7) QUANTITY OF STATE LAND TO BE EX-  
14 CHANGED OR TRANSFERRED.—

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

20 (B) OFF RESERVATION.—The total quan-  
21 tity of State land located outside of the bound-  
22 aries of the Reservation that shall be exchanged  
23 and transferred under this subsection is 7,413  
24 acres.

1           (C) TECHNICAL CORRECTIONS.—Notwith-  
2 standing the descriptions of the parcels of land  
3 owned by the State under paragraph (2), the  
4 State may, with the consent of the Fort  
5 Belknap Indian Community, make technical  
6 corrections to the land parcels to more specifi-  
7 cally identify the acreage of the land parcels.

8 (b) FEDERAL LAND TRANSFERS.—

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

14           (2) TRANSFERS.—

15           (A) IN GENERAL.—Subject to subpara-  
16 graph (B), on selection and request by the Fort  
17 Belknap Indian Community, the Secretary shall  
18 convey all Federal land within the parcels de-  
19 scribed in paragraph (3) to the Fort Belknap  
20 Indian Community by transfer to the United  
21 States, to be held in trust for the benefit of the  
22 Fort Belknap Indian Community as part of the  
23 Reservation.

24           (B) VALID EXISTING RIGHTS.—Any land  
25 subject to valid existing rights of a private fee

1 landowner or the surface rights of any person  
2 under sections 2318 through 2352 of the Re-  
3 vised Statutes (commonly known as the “Min-  
4 ing Law of 1872”) (30 U.S.C. 21 et seq.), shall  
5 not be transferred under subparagraph (A).

6 (C) WITHDRAWAL OF FEDERAL LAND  
7 FROM DEVELOPMENT AND LEASING.—Subject  
8 to valid existing rights described in subpara-  
9 graph (B), effective on the date of enactment of  
10 this Act, all Federal land within the parcels de-  
11 scribed in paragraph (3) shall be withdrawn  
12 from all forms of all forms of entry, appropri-  
13 ation, or disposal under the public land laws, lo-  
14 cation, entry, and patent under the mining  
15 laws, and disposition under all laws pertaining  
16 to mineral and geothermal leasing or mineral  
17 materials.

18 (D) EASEMENTS.—Any road within a par-  
19 cel described in paragraph (3) that is necessary  
20 for customary access to a fee parcel by the pri-  
21 vate fee landowner or owner of mineral rights  
22 shall be continued with guaranteed access to  
23 the private fee parcel or mineral rights through  
24 an easement at the expense of the fee owner or  
25 owner of the mineral rights.



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

3           (A) BUREAU OF LAND MANAGEMENT PAR-  
4 CELS.—

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

7                   (I) 19.55 acres in lot 10;

8                   (II) 19.82 acres in lot 11; and

9                   (III) 20.09 acres in lot 16.

10          (ii) 324.24 acres in the N<sup>1</sup>/<sub>2</sub> of T. 25  
11 N., R. 22 E., sec. 5.

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

14                   (I) 41.11 acres in the E<sup>1</sup>/<sub>4</sub> of the  
15 NE<sup>1</sup>/<sub>4</sub>; and

16                   (II) 362.45 acres in the S<sup>1</sup>/<sub>2</sub>.

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

19                   (I) 18.06 acres in lot 5;

20                   (II) 18.25 acres in lot 6;

21                   (III) 18.44 acres in lot 7; and

22                   (IV) 15.88 acres in lot 8.

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

25                   (I) 17.65 acres in lot 5;

- 1 (II) 17.73 acres in lot 6;  
 2 (III) 17.83 acres in lot 7; and  
 3 (IV) 17.91 acres in lot 8.  
 4 (vi) 81.73 acres in T. 25 N., R. 22  
 5 E., sec. 15, comprised of—  
 6 (I) 29.50 acres in lot 7;  
 7 (II) 17.28 acres in lot 8;  
 8 (III) 17.41 acres in lot 9; and  
 9 (IV) 17.54 acres in lot 10.  
 10 (vii) 160 acres in T. 26 N., R. 21 E.,  
 11 sec. 1, comprised of—  
 12 (I) 80 acres in the S<sup>1</sup>/<sub>2</sub> of the  
 13 NW<sup>1</sup>/<sub>4</sub>; and  
 14 (II) 80 acres in the W<sup>1</sup>/<sub>2</sub> of the  
 15 SW<sup>1</sup>/<sub>4</sub>.  
 16 (viii) 567.50 acres in T. 26 N., R. 21  
 17 E., sec. 2, comprised of—  
 18 (I) 82.54 acres in the E<sup>1</sup>/<sub>2</sub> of the  
 19 NW<sup>1</sup>/<sub>4</sub>;  
 20 (II) 164.96 acres in the NE<sup>1</sup>/<sub>4</sub>;  
 21 and  
 22 (III) 320 acres in the S<sup>1</sup>/<sub>2</sub>.  
 23 (ix) 240 acres in T. 26 N., R. 21 E.,  
 24 sec. 3, comprised of—

1 (I) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
2 NW<sup>1</sup>/<sub>4</sub>;

3 (II) 160 acres in the SW<sup>1</sup>/<sub>4</sub>; and

4 (III) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
5 SE<sup>1</sup>/<sub>4</sub>.

6 (x) 120 acres in T. 26 N., R. 21 E.,

7 sec. 4, comprised of—

8 (I) 80 acres in the E<sup>1</sup>/<sub>2</sub> of the  
9 SE<sup>1</sup>/<sub>4</sub>; and

10 (II) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of the  
11 SE<sup>1</sup>/<sub>4</sub>.

12 (xi) 200 acres in T. 26 N., R. 21 E.,

13 sec. 5, comprised of—

14 (I) 160 acres in the SW<sup>1</sup>/<sub>4</sub>; and

15 (II) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
16 NW<sup>1</sup>/<sub>4</sub>.

17 (xii) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
18 SE<sup>1</sup>/<sub>4</sub> of T. 26 N., R. 21 E., sec. 6.

19 (xiii) 240 acres in T. 26 N., R. 21 E.,

20 sec. 8, comprised of—

21 (I) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
22 SW<sup>1</sup>/<sub>4</sub>;

23 (II) 160 acres in the NW<sup>1</sup>/<sub>4</sub>; and

24 (III) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of  
25 the SE<sup>1</sup>/<sub>4</sub>.

1 (xiv) 320 acres in the E<sup>1</sup>/<sub>2</sub> of T. 26  
2 N., R. 21 E., sec. 9.

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

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

7 (I) 320 acres in the N<sup>1</sup>/<sub>2</sub>;

8 (II) 80 acres in the N<sup>1</sup>/<sub>2</sub> of the  
9 SE<sup>1</sup>/<sub>4</sub>;

10 (III) 160 acres in the SW<sup>1</sup>/<sub>4</sub>; and

11 (IV) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
12 SE<sup>1</sup>/<sub>4</sub>.

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

15 (I) 160 acres in the NW<sup>1</sup>/<sub>4</sub>; and

16 (II) 353.49 acres in the S<sup>1</sup>/<sub>2</sub>.

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

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

21 (I) 320 acres in the N<sup>1</sup>/<sub>2</sub>;

22 (II) 160 acres in the N<sup>1</sup>/<sub>2</sub> of the  
23 S<sup>1</sup>/<sub>2</sub>; and

24 (III) 80 acres in the S<sup>1</sup>/<sub>2</sub> of the  
25 SE<sup>1</sup>/<sub>4</sub>.

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

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

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

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

8 (I) 58.25 acres in lot 3;

9 (II) 58.5 acres in lot 4;

10 (III) 58.76 acres in lot 5;

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

13 (V) 160 acres in the SW $\frac{1}{4}$ ; and

14 (VI) 80 acres in the W $\frac{1}{2}$  of the  
15 SE $\frac{1}{4}$ .

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

18 (I) 24.36 acres in lot 1;

19 (II) 24.35 acres in lot 2; and

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

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

24 (I) 24.34 acres in lot 1;

25 (II) 24.35 acres in lot 2;

1 (III) 24.35 acres in lot 3; and

2 (IV) 24.36 acres in lot 4.

3 (xxiv) 168.72 acres in T. 27 N., R. 21

4 E., sec. 3, comprised of—

5 (I) 24.36 acres in lot 1;

6 (II) 24.36 acres in lot 2;

7 (III) 40 acres in lot 8;

8 (IV) 40 acres in lot 11; and

9 (V) 40 acres in lot 12.

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

11 sec. 11, comprised of—

12 (I) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of the

13 SW<sup>1</sup>/<sub>4</sub>; and

14 (II) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the

15 NW<sup>1</sup>/<sub>4</sub>.

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

17 E., sec. 12, comprised of—

18 (I) 80 acres in the E<sup>1</sup>/<sub>2</sub> of the

19 SW<sup>1</sup>/<sub>4</sub>;

20 (II) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of the

21 NW<sup>1</sup>/<sub>4</sub>; and

22 (III) 80 acres in the S<sup>1</sup>/<sub>2</sub> of the

23 NW<sup>1</sup>/<sub>4</sub>.

24 (xxvii) 38.87 acres in the NW<sup>1</sup>/<sub>4</sub> of

25 the SW<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 21 E., sec. 19.

1 (xxviii) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
2 NE<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 21 E., sec. 23.

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

5 (I) 80 acres in the E<sup>1</sup>/<sub>2</sub> of the  
6 NW<sup>1</sup>/<sub>4</sub>;

7 (II) 160 acres in the NE<sup>1</sup>/<sub>4</sub>;

8 (III) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
9 SE<sup>1</sup>/<sub>4</sub>; and

10 (IV) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
11 SW<sup>1</sup>/<sub>4</sub>.

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

14 (I) 80 acres in the S<sup>1</sup>/<sub>2</sub> of the  
15 NE<sup>1</sup>/<sub>4</sub>; and

16 (II) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
17 NW<sup>1</sup>/<sub>4</sub>.

18 (xxxi) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
19 SE<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 21 E., sec. 26.

20 (xxxii) 160 acres in the NW<sup>1</sup>/<sub>4</sub> of T.  
21 27 N., R. 21 E., sec. 27.

22 (xxxiii) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
23 SW<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 21 E., sec. 29.

24 (xxxiv) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
25 NE<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 21 E., sec 30.

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

3 (I) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
4 NE<sup>1</sup>/<sub>4</sub>; and

5 (II) 80 acres in the N<sup>1</sup>/<sub>2</sub> of the  
6 SE<sup>1</sup>/<sub>4</sub>.

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

9 (I) 160 acres in the N<sup>1</sup>/<sub>2</sub> of the  
10 S<sup>1</sup>/<sub>2</sub>;

11 (II) 160 acres in the NE<sup>1</sup>/<sub>4</sub>;

12 (III) 80 acres in the S<sup>1</sup>/<sub>2</sub> of the  
13 NW<sup>1</sup>/<sub>4</sub>; and

14 (IV) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
15 SE<sup>1</sup>/<sub>4</sub>.

16 (xxxvii) 133.44 acres in T. 27 N., R.  
17 22 E., sec. 4, comprised of—

18 (I) 28.09 acres in lot 5;

19 (II) 25.35 acres in lot 6;

20 (III) 40 acres in lot 10; and

21 (IV) 40 acres in lot 15.

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

24 (I) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
25 NE<sup>1</sup>/<sub>4</sub>;



1 (II) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of the  
2 SW<sup>1</sup>/<sub>4</sub>; and

3 (III) 80 acres in the W<sup>1</sup>/<sub>2</sub> of the  
4 NW<sup>1</sup>/<sub>4</sub>.

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

7 (I) 80 acres in the E<sup>1</sup>/<sub>2</sub> of the  
8 NW<sup>1</sup>/<sub>4</sub>; and

9 (II) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
10 SW<sup>1</sup>/<sub>4</sub>.

11 (xl) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
12 NW<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 22 E., sec. 9.

13 (xli) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
14 SW<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 22 E., sec. 17.

15 (xlii) 40 acres in the NW<sup>1</sup>/<sub>4</sub> of the  
16 NW<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 22 E., sec. 19.

17 (xliii) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
18 NW<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 22 E., sec. 20.

19 (xliv) 80 acres in the W<sup>1</sup>/<sub>2</sub> of the  
20 SE<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 22 E., sec. 31.

21 (xlv) 52.36 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
22 SE<sup>1</sup>/<sub>4</sub> of T. 27 N., R. 22 E., sec. 33.

23 (xlvi) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
24 SW<sup>1</sup>/<sub>4</sub> of T. 28 N., R. 22 E., sec. 29.

1 (xlvii) 40 acres in the NE<sup>1</sup>/<sub>4</sub> of the  
2 NE<sup>1</sup>/<sub>4</sub> of T. 26 N., R. 21 E., sec. 7.

3 (xlviii) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
4 NW<sup>1</sup>/<sub>4</sub> of T. 26 N., R. 21 E., sec. 12.

5 (xlix) 42.38 acres in the NW<sup>1</sup>/<sub>4</sub> of the  
6 NE<sup>1</sup>/<sub>4</sub> of T. 26 N., R. 22 E., sec. 6.

7 (l) 320 acres in the E<sup>1</sup>/<sub>2</sub> of T. 26 N.,  
8 R. 22 E., sec. 17.

9 (li) 80 acres in the E<sup>1</sup>/<sub>2</sub> of the NE<sup>1</sup>/<sub>4</sub>  
10 of T. 26 N., R. 22 E., sec. 20.

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

13 (I) 80 acres in the E<sup>1</sup>/<sub>2</sub> of the  
14 NE<sup>1</sup>/<sub>4</sub>;

15 (II) 80 acres in the N<sup>1</sup>/<sub>2</sub> of the  
16 SE<sup>1</sup>/<sub>4</sub>;

17 (III) 40 acres in the SE<sup>1</sup>/<sub>4</sub> of the  
18 NW<sup>1</sup>/<sub>4</sub>; and

19 (IV) 40 acres in the SW<sup>1</sup>/<sub>4</sub> of the  
20 NE<sup>1</sup>/<sub>4</sub>.

21 (B) DEPARTMENT OF AGRICULTURE PAR-  
22 CELS.—The parcels of approximately 3,519.3  
23 acres of trust land that has been converted to  
24 fee land, judicially foreclosed on, and acquired

1 by the Department of Agriculture described in  
2 clauses (i) through (iii).

3 (i) BENJAMIN KIRKALDIE.—The land  
4 described in this clause is 640 acres in T.  
5 29 N., R. 26 E., comprised of—

6 (I) the SW<sup>1</sup>/<sub>4</sub> of sec. 27;

7 (II) the NE<sup>1</sup>/<sub>4</sub> of sec. 33; and

8 (III) the W<sup>1</sup>/<sub>2</sub> of sec. 34.

9 (ii) EMMA LAMEBULL.—The land de-  
10 scribed in this clause is 320 acres in the  
11 N<sup>1</sup>/<sub>2</sub> of T. 30 N., R. 23 E., sec. 28.

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

15 (I) T. 28 N., R. 24 E., includ-  
16 ing—

17 (aa) of sec. 16—

18 (AA) the E<sup>1</sup>/<sub>2</sub>, W<sup>1</sup>/<sub>2</sub>,  
19 E<sup>1</sup>/<sub>2</sub>, W<sup>1</sup>/<sub>2</sub>, W<sup>1</sup>/<sub>2</sub>, NE<sup>1</sup>/<sub>4</sub>;

20 (BB) the E<sup>1</sup>/<sub>2</sub>, E<sup>1</sup>/<sub>2</sub>,  
21 W<sup>1</sup>/<sub>2</sub>, W<sup>1</sup>/<sub>2</sub>, NE<sup>1</sup>/<sub>4</sub>;

22 (CC) the E<sup>1</sup>/<sub>2</sub>, W<sup>1</sup>/<sub>2</sub>,  
23 NE<sup>1</sup>/<sub>4</sub>;

24 (DD) the W<sup>1</sup>/<sub>2</sub>, E<sup>1</sup>/<sub>2</sub>,  
25 NE<sup>1</sup>/<sub>4</sub>;

- 1 (EE) the  $W^{1/2}$ ,  $E^{1/2}$ ,  
 2  $E^{1/2}$ ,  $NE^{1/4}$ ;  
 3 (FF) the  $W^{1/2}$ ,  $W^{1/2}$ ,  
 4  $E^{1/2}$ ,  $E^{1/2}$ ,  $E^{1/2}$ ,  $NE^{1/4}$ ; and  
 5 (GG) the  $SE^{1/4}$ ;  
 6 (bb) all of sec. 21;  
 7 (cc) the  $S^{1/2}$  of sec. 22; and  
 8 (dd) the  $W^{1/2}$  of sec. 27;  
 9 (II) T. 29 N., R. 25 E., PMM,  
 10 including—  
 11 (aa) the  $S^{1/2}$  of sec. 1; and  
 12 (bb) the  $N^{1/2}$  of sec. 12;  
 13 (III) 39.9 acres in T. 29 N., R.  
 14 26 E., PMM, sec. 6, lot 2;  
 15 (IV) T. 30 N., R. 26 E., PMM,  
 16 including—  
 17 (aa) 39.4 acres in sec. 3, lot  
 18 2;  
 19 (bb) the  $SW^{1/4}$  of the  $SW^{1/4}$   
 20 of sec. 4;  
 21 (cc) the  $E^{1/2}$  of the  $SE^{1/4}$  of  
 22 sec. 5;  
 23 (dd) the  $S^{1/2}$  of the  $SE^{1/4}$  of  
 24 sec. 7; and

1 (ee) the N<sup>1</sup>/<sub>2</sub>, N<sup>1</sup>/<sub>2</sub>, NE<sup>1</sup>/<sub>4</sub> of  
2 sec. 18; and

3 (V) T. 31 N., R. 26 E., PMM,  
4 the NW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub> of sec. 31.

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

7 (i) 547.20 acres in T. 25 N., R. 24  
8 E., sec. 1, exterior to the CERCLA bound-  
9 ary, comprised of—

10 (I) lots 1 through 12; and

11 (II) 160 acres of the SW<sup>1</sup>/<sub>4</sub>.

12 (ii) 275.55 acres in T. 25 N., R. 24  
13 E., sec. 11, exterior to the CERCLA  
14 boundary.

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

17 (I) lots 1 through 12;

18 (II) 40 acres in each of—

19 (aa) the SESW;

20 (bb) the SWSW;

21 (cc) the NESW; and

22 (dd) the NWSW; and

23 (III) 135.73 acres of the SE<sup>1</sup>/<sub>4</sub>.

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

1 (I) lots 5 through 15; and

2 (II) 160 acres of the SE<sup>1</sup>/<sub>4</sub>.

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

4 E., sec. 10, comprised of—

5 (I) lot 5; and

6 (II) 80 acres of the N<sup>1</sup>/<sub>2</sub> of the

7 NE<sup>1</sup>/<sub>4</sub>.

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

9 E., sec. 12, exterior to the CERCLA

10 boundary, comprised of—

11 (I) lots 14 and 15; and

12 (II) 80 acres of the N<sup>1</sup>/<sub>2</sub> of the

13 NW<sup>1</sup>/<sub>4</sub>.

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

15 E., sec. 16, comprised of—

16 (I) lots 9 through 12; and

17 (II) 160 acres of the S<sup>1</sup>/<sub>2</sub> of the

18 S<sup>1</sup>/<sub>2</sub>.

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

20 E., sec. 17, comprised of—

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

22 (II) 40 acres of the NW<sup>1</sup>/<sub>4</sub> of the

23 SE<sup>1</sup>/<sub>4</sub>;

24 (III) 80 acres of the N<sup>1</sup>/<sub>2</sub> of the

25 SW<sup>1</sup>/<sub>4</sub>; and

1 (IV) 160 acres of the S<sup>1</sup>/<sub>2</sub> of the  
2 S<sup>1</sup>/<sub>2</sub>.

3 (ix) 320 acres in the W<sup>1</sup>/<sub>2</sub> of T. 25 N.,  
4 R. 24 E., sec. 21, exterior to the CERCLA  
5 boundary.

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

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

10 (I) lots 4 through 17;

11 (II) 40 acres of the NW<sup>1</sup>/<sub>4</sub> of the  
12 SE<sup>1</sup>/<sub>4</sub>; and

13 (III) 160 acres of the SW<sup>1</sup>/<sub>4</sub>.

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

16 (I) lots 1 through 12; and

17 (II) 320 acres of the S<sup>1</sup>/<sub>2</sub>.

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

20 (I) lots 1 through 12; and

21 (II) 320 acres of the S<sup>1</sup>/<sub>2</sub>.

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

25 (I) lots 1 through 12; and

1 (II) 160 acres of the SE<sup>1</sup>/<sub>4</sub>.

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

5 (I) 320 acres of the N<sup>1</sup>/<sub>2</sub>; and

6 (II) 160 acres of the SE<sup>1</sup>/<sub>4</sub>.

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

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

11 (I) lots 6 through 11; and

12 (II) 80 acres of the W<sup>1</sup>/<sub>2</sub> of the  
13 NW<sup>1</sup>/<sub>4</sub>.

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

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

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

20 (I) lots 5 through 10;

21 (II) 160 acres of the SW<sup>1</sup>/<sub>4</sub>;

22 (III) 40 acres of the SW<sup>1</sup>/<sub>4</sub> of the  
23 NW<sup>1</sup>/<sub>4</sub>; and

24 (IV) 80 acres of the W<sup>1</sup>/<sub>2</sub> of the  
25 SE<sup>1</sup>/<sub>2</sub>.



- 1 (xxi) 630.36 acres in T. 26 N., R. 24  
2 E., sec. 26, comprised of—  
3 (I) lots 2 through 5;  
4 (II) 320 acres of the S<sup>1</sup>/<sub>2</sub>; and  
5 (III) 160 acres of the S<sup>1</sup>/<sub>2</sub> of the  
6 N<sup>1</sup>/<sub>2</sub>.
- 7 (xxii) 91.97 acres in T. 26 N., R. 24  
8 E., sec. 27, comprised of lots 5 through 8.
- 9 (xxiii) 291.60 acres in T. 26 N., R.  
10 24 E., sec. 34, comprised of—  
11 (I) lots 5 through 8;  
12 (II) 160 acres of the E<sup>1</sup>/<sub>2</sub> of the  
13 E<sup>1</sup>/<sub>2</sub>; and  
14 (III) 40 acres of the SW<sup>1</sup>/<sub>4</sub> of the  
15 SE<sup>1</sup>/<sub>4</sub>.
- 16 (xxiv) 640 acres in T. 26 N., R. 24  
17 E., sec. 35.
- 18 (xxv) 640 acres in T. 26 N., R. 24 E.,  
19 sec. 36.
- 20 (xxvi) 13 acres in T. 26 N., R. 25 E.,  
21 sec. 25.
- 22 (xxvii) 246.54 acres in T. 26 N., R.  
23 25 E., sec. 26, comprised of lots 6 through  
24 15.

- 1 (xxviii) 245.20 acres in T. 26 N., R.  
2 25 E., sec. 27, comprised of lots 5 through  
3 12.
- 4 (xxix) 275.44 acres in T. 26 N., R. 25  
5 E., sec. 28, comprised of lots 5 through  
6 12.
- 7 (xxx) 308.80 acres in T. 26 N., R. 25  
8 E., sec. 29, comprised of lots 5 through  
9 12.
- 10 (xxxi) 287.86 acres in T. 26 N., R. 25  
11 E., sec. 30, comprised of lots 6 through  
12 13.
- 13 (xxxii) 634.30 acres in T. 26 N., R.  
14 25 E., sec. 31, comprised of—
- 15 (I) lots 1 through 4;  
16 (II) 320 acres of the E<sup>1</sup>/<sub>2</sub>; and  
17 (III) 160 acres of the E<sup>1</sup>/<sub>2</sub> of the  
18 W<sup>1</sup>/<sub>2</sub>.
- 19 (xxxiii) 640 acres in T. 26 N., R. 25  
20 E., sec. 32.
- 21 (xxxiv) 640 acres in T. 26 N., R. 25  
22 E., sec. 33.
- 23 (xxxv) 640 acres in T. 26 N., R. 25  
24 E., sec. 34.

1 (xxxvi) 488.08 acres in T. 26 N., R.  
2 25 E., sec. 35, comprised of—

3 (I) lots 5 through 10;

4 (II) 80 acres of the N<sup>1</sup>/<sub>2</sub> of the  
5 SW<sup>1</sup>/<sub>4</sub>;

6 (III) 160 acres of the NW<sup>1</sup>/<sub>4</sub>; and

7 (IV) 40 acres of the SW<sup>1</sup>/<sub>4</sub> of the  
8 SW<sup>1</sup>/<sub>4</sub>.

9 (D) DODSON LAND.—

10 (i) IN GENERAL.—Subject to clause  
11 (ii), the Dodson Land described in clause  
12 (iii) shall be transferred in accordance with  
13 paragraph (2)(A).

14 (ii) RESTRICTIONS.—A transfer under  
15 this subparagraph shall not occur unless  
16 and until a cooperative agreement has been  
17 negotiated among the Bureau of Reclama-  
18 tion, the Bureau of Indian Affairs, and the  
19 Fort Belknap Indian Community—

20 (I) to ensure that the Bureau of  
21 Reclamation and any successor in in-  
22 terest, including the Malta Irrigation  
23 District, shall have adequate rights-of-  
24 way across the Dodson Land de-  
25 scribed in clause (iii) to carry out op-

1                   erations, maintenance, and rehabilita-  
2                   tion, consistent with all applicable  
3                   laws and any delivery contracts in ef-  
4                   fect on the date of enactment of this  
5                   Act for the Milk River Project, on the  
6                   conditions that—

7                                 (aa) the Bureau of Reclama-  
8                                 tion shall—

9   (AA) identify and pro-  
10                                        vide legal descriptions of the  
11                                       location of the Dodson  
12                                       Project facilities; and

13                                       (BB) delineate the  
14                                       rights-of-way across the  
15                                       Dodson Land and limit the  
16                                       rights-of-way to only such  
17                                       Dodson Land as is deter-  
18                                       mined necessary and re-  
19                                       quired for the operations,  
20                                       maintenance, and rehabilita-  
21                                       tion;

22                                       (bb) the Fort Belknap In-  
23                                       dian Community shall have legis-  
24                                       lative, regulatory, and adjudica-

1 tory jurisdiction over all the  
2 transferred land; and

3 (cc) the Fort Belknap In-  
4 dian Community shall have the  
5 right to use the Dodson Land for  
6 any purpose, on the condition  
7 that the use does not interfere  
8 with the Bureau of Reclamation  
9 facilities;

10 (II) to manage and implement  
11 planning, design, and construction re-  
12 lating to rehabilitation, replacement,  
13 and repairs of existing Dodson Project  
14 facilities, as described in this section;

15 (III) to ensure that the right of  
16 ingress and egress by personnel of the  
17 Bureau of Reclamation, the Malta Ir-  
18 rigation District (or a successor in in-  
19 terest to the Malta Irrigation Dis-  
20 trict), and other authorized personnel  
21 for Milk River Project purposes is  
22 provided; and

23 (IV) to provide that the Bureau  
24 of Reclamation shall retain ownership

1 of any existing Milk River Project in-  
2 frastructure.

3 (iii) DESCRIPTION OF DODSON  
4 LAND.—

5 (I) IN GENERAL.—The Dodson  
6 Land referred to in clauses (i) and (ii)  
7 is the approximately 2,500 acres of  
8 land owned by the United States that  
9 is, as of the date of enactment of this  
10 Act, under the jurisdiction of the Bu-  
11 reau of Reclamation and located at  
12 the northeastern corner of the Res-  
13 ervation (which extends to the point  
14 in the middle of the main channel of  
15 the Milk River), where the Dodson  
16 Project facilities of the Milk River  
17 Project, including the Dodson Diver-  
18 sion Dam and Dodson South Canal,  
19 are located, and more particularly de-  
20 scribed as follows:

21 (aa) Supplemental Plat of T.  
22 30 N., R. 26 E., PMM, secs. 1  
23 and 2.

1 (bb) Supplemental Plat of  
 2 T. 31 N., R. 25 E., PMM, sec.  
 3 13.

4 (cc) Supplemental Plat of T.  
 5 31 N., R. 26 E., PMM, secs. 18,  
 6 19, 20, and 29.

7 (dd) Supplemental Plat of  
 8 T. 31 N., R. 26 E., PMM, secs.  
 9 26, 27, 35, and 36.

10 (II) CLARIFICATION.—The sup-  
 11 plemental plats described in items  
 12 (aa) through (dd) of subclause (I) are  
 13 official plats, as documented by  
 14 retracement boundary surveys of the  
 15 General Land Office, and on record  
 16 at, and accepted by, the Bureau of  
 17 Land Management on March 11,  
 18 1938.

19 (4) EXISTING RIGHTS AND USES.—

20 (A) USES.—

21 (i) IN GENERAL.—Subject to clause  
 22 (ii), any use (including grazing) authorized  
 23 under a valid lease, permit, or right-of-way  
 24 on land transferred under this subsection,  
 25 as in effect on the date of the transfer,

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

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

9 (B) IMPROVEMENTS.—Any improvements  
10 constituting personal property (as defined by  
11 State law) on land transferred under this sub-  
12 section by the holder of the lease, permit, or  
13 right-of-way—

14 (i) shall remain the property of the  
15 holder; and

16 (ii) shall be removed not later than 90  
17 days after the date on which the lease, per-  
18 mit, or right-of-way expires, unless the  
19 Fort Belknap Indian Community and the  
20 holder agree otherwise.

21 (C) PAYMENTS.—The Secretary shall dis-  
22 burse to the Fort Belknap Indian Community  
23 any amounts that accrue to the United States  
24 under a lease, permit, or right-of-way on land  
25 described in paragraph (3) from any sale,



1 bonus, royalty, or rental relating to that land in  
2 the same manner as amounts received from  
3 other land held by the Secretary in trust for the  
4 Fort Belknap Indian Community.

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

7 (A) notwithstanding the descriptions of the  
8 parcels of Federal land under paragraph (3),  
9 the United States may, with the consent of the  
10 Fort Belknap Indian Community, make tech-  
11 nical corrections to the land parcels to more  
12 specifically identify the acreage of the land par-  
13 cels;

14 (B) unless the United States or the Fort  
15 Belknap Indian Community request an addi-  
16 tional survey for the transferred land or a tech-  
17 nical correction is made under subparagraph  
18 (A), the description of land under this section  
19 shall be controlling;

20 (C) the Secretary shall provide such finan-  
21 cial or other assistance as may be necessary—

22 (i) to conduct additional surveys and  
23 obtain appraisals of the transferred land,  
24 including any mining claims; and

1 (ii) to satisfy administrative require-  
2 ments necessary to accomplish the land  
3 transfers under this subsection; and

4 (D) the descriptions under this section or  
5 any survey under subparagraph (C) shall con-  
6 trol the total acreage to be transferred.

7 (6) DATE OF TRANSFER.—

8 (A) IN GENERAL.—Subject to subpara-  
9 graph (B), the transfer of land to the United  
10 States to be held in trust for the Fort Belknap  
11 Indian Community under this subsection shall  
12 take effect on the issuance of a trust deed,  
13 which shall be issued as expeditiously as prac-  
14 ticable after notice of the enforceability date is  
15 published in the Federal Register.

16 (B) COMPLETION.—All land transfers  
17 under this subsection shall be completed by the  
18 Federal Government by not later than 10 years  
19 after the enforceability date.

20 (7) TOTAL AMOUNT OF FEDERAL LAND TO BE  
21 TRANSFERRED.—The total amount of Federal land  
22 to be transferred by the Federal Government under  
23 this subsection is approximately 30,844 acres.

24 (c) FORECLOSED DEPARTMENT OF AGRICULTURE  
25 LAND.—Any Department of Agriculture trust land within

1 the Reservation that has been or is foreclosed on by the  
2 United States shall be transferred to the United States  
3 to be held in trust for the Fort Belknap Indian Commu-  
4 nity by—

5           (1) not later than 10 years after the enforce-  
6           ability date, if the foreclosure occurs before the en-  
7           forceability date; or

8           (2) not later than 10 years after the date of the  
9           foreclosure, if the foreclosure occurs after the en-  
10          forceability date.

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

16          (e) TRIBALLY OWNED FEE LAND.—Not later than  
17          10 years after the enforceability date, the Secretary shall  
18          take into trust for the benefit of the Fort Belknap Indian  
19          Community all fee land owned by the Fort Belknap Indian  
20          Community to become part of the Reservation.

21          (f) WATER RIGHTS.—Beginning on the date of the  
22          applicable transfer of land to the United States to be held  
23          in trust for the Fort Belknap Indian Community under  
24          this section, if any Federal, State, or fee land transferred  
25          under this section is subject to a water right in existence

1 on the date of the transfer, the United States, as trustee  
2 for the benefit of the Fort Belknap Indian Community,  
3 shall be the successor in interest with respect to the water  
4 right, in accordance with the terms and conditions that  
5 applied to the predecessor in interest.

6 (g) TRANSFER OF TITLE.—Title to all land acquired  
7 by and owned by the United States and title to all tribally  
8 owned fee land included under this section shall be trans-  
9 ferred, without charge, to the United States, to be held  
10 in trust for the benefit of the Fort Belknap Indian Com-  
11 munity as part of the Reservation, pursuant to such meth-  
12 od of conveyance as the Secretary determines to be nec-  
13 essary.

14 (h) JURISDICTION OF GRINNELL LANDS.—

15 (1) IN GENERAL.—Notwithstanding any other  
16 provision of Federal law, beginning on the date on  
17 which the conditions described in paragraph (2) are  
18 met, the Fort Belknap Indian Community Council  
19 shall have administrative, regulatory, and judicial ju-  
20 risdiction over the Grinnell Lands described in sub-  
21 section (b)(3)(C), including jurisdiction over public  
22 recreational access, hunting, and fishing, and nat-  
23 ural resource management.

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

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

11           (B) public recreational access laws that  
12 grant nontribal members equivalent rights of  
13 access for recreational purposes that nontribal  
14 members enjoy under Federal law (including  
15 regulations), as in effect on the date of enact-  
16 ment of this Act.

17           (3) TRIBAL LAWS.—

18           (A) IN GENERAL.—Any Tribal laws pro-  
19 mulgated by the Fort Belknap Indian Commu-  
20 nity pursuant to the jurisdiction of the Fort  
21 Belknap Indian Community under paragraph  
22 (1) shall be subject to—

23           (i) a 30-day notice and comment pe-  
24 riod provided by the Secretary to the  
25 State; and

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

4 (B) SECRETARIAL APPROVAL.—Not later  
5 than 180 days after the date on which the no-  
6 tice and comment period under subparagraph  
7 (A)(i) ends, the Secretary shall approve or dis-  
8 approve the Tribal law.

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

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

22 (B) RESPONSE.—

23 (i) IN GENERAL.—Subject to clause  
24 (ii), not later than 120 days after the date  
25 on which notification is provided to the

1 Fort Belknap Indian Community Council  
2 under subparagraph (A), the Fort Belknap  
3 Indian Community Council shall—

4 (I) amend the Tribal law of the  
5 Fort Belknap Indian Community  
6 Council to comply with the amended  
7 law or regulation; and

8 (II) notify the Secretary of the  
9 amendment.

10 (ii) SECRETARIAL ACTION.—The Sec-  
11 retary shall—

12 (I) approve or disapprove an  
13 amendment under clause (i)(I) by not  
14 later than 90 days after the date on  
15 which the Secretary receives notice of  
16 the amendment under clause (i)(II);  
17 and

18 (II) notify the Fort Belknap In-  
19 dian Community of the decision of the  
20 Secretary by not later than 15 days  
21 after the date on which the Secretary  
22 makes the decision and, if dis-  
23 approved, provide the reasons for dis-  
24 approval.

1 (iii) NO ACTION.—If the Secretary  
2 does not disapprove the amendment under  
3 clause (ii)(I) and notify the Fort Belknap  
4 Indian Community of the disapproval by  
5 the deadline described in clause (ii)(II), the  
6 amendment shall be deemed to be ap-  
7 proved.

8 (iv) FAILURE TO RESPOND.—If the  
9 Fort Belknap Indian Community Council  
10 fails to comply with clause (i), regulatory  
11 jurisdiction shall revert to the United  
12 States under paragraph (1) until the ear-  
13 lier of—

14 (I) such time as the Tribal laws  
15 of the Fort Belknap Indian Commu-  
16 nity comply with the amended Federal  
17 or State law or regulation; and

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

20 (v) EXTENSIONS.—Notwithstanding  
21 any other provision of law, a deadline de-  
22 scribed in clause (i) or clause (ii) may be  
23 extended or otherwise altered by the Sec-  
24 retary if, before the applicable deadline,  
25 the Secretary obtains the voluntary and ex-



1           press written consent of the Fort Belknap  
2           Indian Community to extend or otherwise  
3           alter the deadline.

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

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

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

16          (i) ENVIRONMENTAL ANALYSIS.—Notwithstanding  
17          section 4(e), in preparing an environmental assessment or  
18          environmental impact statement pursuant to section  
19          102(2) of the National Environmental Policy Act of 1969  
20          (42 U.S.C. 4332(2)) for the acquisition of State land par-  
21          cels and the conveyance of Federal land under this section,  
22          the Secretary shall only be required to study, develop, and  
23          describe—

24                   (1) the proposed agency action; and

25                   (2) the alternative of no action.

1 (j) LAND STATUS.—All land held in trust by the  
2 United States for the benefit of the Fort Belknap Indian  
3 Community under this section shall be—

4 (1) beneficially owned by the Fort Belknap In-  
5 dian Community; and

6 (2) added to and made a part of the Reserva-  
7 tion for the use by, and benefit of, the Fort Belknap  
8 Indian Community.

9 (k) AUTHORIZATION OF APPROPRIATIONS.—

10 (1) IN GENERAL.—There is authorized to be  
11 appropriated to the Secretary for the administrative  
12 costs of carrying out this section \$5,000,000 for  
13 each of fiscal years 2022 through 2024, without fur-  
14 ther charge to the Fort Belknap Indian Community.

15 (2) LIMITATION.—The amounts made available  
16 under paragraph (1) shall be in addition to any  
17 other amounts made available under this Act to  
18 carry out the exchanges and transfers of land under  
19 this section.

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

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

23 (1) IN GENERAL.—The Secretary shall perma-  
24 nently allocate to the Fort Belknap Indian Commu-  
25 nity 20,000 acre-feet per year of water stored in

1 Lake Elwell for use by the Fort Belknap Indian  
2 Community for any beneficial purpose on or off the  
3 Reservation, under a water right held by the United  
4 States and managed by the Bureau of Reclamation  
5 for the benefit of the Fort Belknap Indian Commu-  
6 nity, as measured—

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

9 (B) by direct diversion from any place in  
10 the Marias River downstream of Lake Elwell;

11 or

12 (C) by direct diversion from any place in  
13 the Missouri River downstream of the con-  
14 fluence of the Missouri River and the Marias  
15 River.

16 (2) SOURCE OF ALLOCATION.—

17 (A) IN GENERAL.—For each applicable  
18 year, the Fort Belknap Indian Community shall  
19 take the allocation under paragraph (1) from  
20 the active conservation pool or the joint-use  
21 pool of the reservoir in such quantities as are  
22 sufficient to satisfy the total annual allocation.

23 (B) PRIORITY.—The allocation under  
24 paragraph (1) to the Fort Belknap Indian Com-  
25 munity shall take priority over any and all

1 instream flow and recreational uses of the ap-  
2 plicable water.

3 (b) TREATMENT.—

4 (1) IN GENERAL.—The allocation under sub-  
5 section (a) to the Fort Belknap Indian Community  
6 shall be considered to be a part of the Tribal water  
7 rights.

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

13 (3) ADMINISTRATION.—

14 (A) IN GENERAL.—The Fort Belknap In-  
15 dian Community shall administer the water al-  
16 located under subsection (a) in accordance  
17 with—

18 (i) the Compact;

19 (ii) this Act; and

20 (iii) Tribal law.

21 (B) TEMPORARY TRANSFER.—In accord-  
22 ance with subsection (d), the Fort Belknap In-  
23 dian Community may temporarily transfer off  
24 the Reservation, by service contract, lease, ex-

1 change, or other agreement, the water allocated  
2 under subsection (a), subject to—

3 (i) the approval of the Secretary; and

4 (ii) the requirements of the Compact.

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

12 (c) ALLOCATION AGREEMENT.—

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

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

21 (A) the agreement shall be without limit as  
22 to term;

23 (B) the Fort Belknap Indian Community,  
24 and not the United States, shall be entitled to  
25 all consideration due to the Fort Belknap In-

1           dian Community under any lease, contract, or  
2           agreement entered into by the Fort Belknap In-  
3           dian Community pursuant to subsection (d);

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

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

12                  (ii) the expenditure of those funds;

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

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

24           (F) no water service capital charge shall be  
25           due or payable for any water allocated to the

1 Fort Belknap Indian Community under this  
2 section or the allocation agreement, regardless  
3 of whether that water is delivered for use by the  
4 Fort Belknap Indian Community or under a  
5 service contract, lease, exchange, or other  
6 agreement entered into by the Fort Belknap In-  
7 dian Community pursuant to subsection  
8 (b)(3)(B);

9 (G) the Fort Belknap Indian Community  
10 shall not be required to make payments to the  
11 United States for any water allocated to the  
12 Fort Belknap Indian Community under this  
13 section or the allocation agreement, except for  
14 each acre-foot of stored water leased or trans-  
15 ferred for industrial purposes as described in  
16 subparagraph (H); and

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

20 (i) the Fort Belknap Indian Commu-  
21 nity shall pay annually to the United  
22 States an amount necessary to cover the  
23 proportional share of the annual operations  
24 and maintenance costs, but not replace-  
25 ment and construction costs, allocable to

1 the quantity of water leased or transferred  
2 by the Fort Belknap Indian Community  
3 for industrial purposes; and

4 (ii) the annual payments of the Fort  
5 Belknap Indian Community shall be re-  
6 viewed and adjusted, as appropriate, to re-  
7 flect the actual operations, maintenance,  
8 and rehabilitation costs for Tiber Dam.

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

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

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

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

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



1 (g) WATER DEVELOPMENT AND DELIVERY.—

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

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

17 (3) WATER DELIVERY.—If Lake Elwell does  
18 not have enough stored water available to satisfy the  
19 annual obligation under subsection (a), the Fort  
20 Belknap Indian Community shall have the right to  
21 divert a quantity of water equal to the quantity of  
22 water unable to be allocated from Lake Elwell for  
23 that year from—

1 (A) any place and at any time in the  
 2 Marias River downstream of the Lake Elwell  
 3 Dam; and

4 (B) any place and at any time in the Mis-  
 5 souri River downstream of the confluence of the  
 6 Missouri River and the Marias River.

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

8 (a) MILK RIVER PROJECT MODIFICATIONS.—

9 (1) PROCEDURES.—

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

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

22 (i) IN GENERAL.—The Commissioner  
 23 shall carry out such actions as the Com-  
 24 missioner determines to be necessary to  
 25 provide an accounting of the  $\frac{1}{7}$  share of

1 the Fort Belknap Indian Community to  
2 the Fresno Reservoir total quantity of  
3 stored water available for use during each  
4 irrigation season from the waters of the  
5 Milk River Project that are impounded and  
6 stored in the Fresno Reservoir under the  
7 agreement between the Commissioner and  
8 the Assistant Secretary of Indian Affairs  
9 relating to the Milk River Project, num-  
10 bered I-1-Ind. 18725, and dated July 8,  
11 1946.

12 (ii) REQUIREMENT.—The accounting  
13 under clause (i) shall include monthly cal-  
14 culations of the  $\frac{1}{7}$  share of stored water of  
15 the Fort Belknap Indian Community.

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

23 (iv) DOWNSTREAM RELEASE.—Any  
24 water stored on behalf of the Fort Belknap  
25 Indian Community in the Fresno Reservoir

1 that is available at the end of each irriga-  
2 tion season shall be released downstream,  
3 in a manner to be determined by the Fort  
4 Belknap Indian Community, for storage in  
5 the proposed Fort Belknap Reservoir.

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

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

20 (3) COSTS.—The Secretary shall retain the fis-  
21 cal responsibilities described in the agreement de-  
22 scribed in paragraph (1)(B)(i), including the respon-  
23 sibility for construction costs and annual operation  
24 and maintenance charges, that support the contin-  
25 ued right of the Fort Belknap Indian Community to

1 the  $\frac{1}{7}$  share of water stored in the Fresno Res-  
2 ervoir.

3 (b) MILK RIVER COORDINATING COMMITTEE.—

4 (1) IN GENERAL.—The Secretary, acting  
5 through the Commissioner, the Director of the Bu-  
6 reau of Indian Affairs, the Director of the United  
7 States Geological Survey, the Director of the United  
8 States Fish and Wildlife Service, and the Director of  
9 the Bureau of Land Management, may participate  
10 in the Milk River Coordinating Committee pursuant  
11 to article IV.C. of the Compact.

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

16 (3) TECHNICAL SUPPORT.—The Secretary  
17 may—

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

20 (i) pursuant to the Milk River Project;

21 (ii) under applicable contracts; and

22 (iii) by the Fort Belknap Indian Com-  
23 munity; and

24 (B) provide such other technical support as  
25 the Milk River Coordinating Committee may re-

1           quest, including the maintenance of gages nec-  
2           essary to account for daily diversions from the  
3           Milk River.

4           (4) COORDINATION OF STORAGE AND RE-  
5           LEASE.—Notwithstanding article IV.C.11. of the  
6           Compact, the Secretary (acting through the Com-  
7           missioner), and in consultation with the Milk River  
8           Coordinating Committee, shall develop an accounting  
9           for the coordination of storage and release of water  
10          from Federal storage facilities within the federally  
11          owned portion of the Milk River Project.

12          (c) MILK RIVER PROJECT MITIGATION.—

13           (1) COSTS.—

14           (A) IN GENERAL.—Consistent with the  
15           agreement of the Federal Government, the  
16           State, and the Fort Belknap Indian Community  
17           to provide mitigation measures to address im-  
18           pacts on the water users of the Milk River  
19           Project, in accordance with article VI.B. of the  
20           Compact and this Act—

21           (i)(I) except as provided in subclause  
22           (II), the total cost of such mitigation  
23           measures shall not exceed \$69,500,000,  
24           adjusted to reflect changes in construction  
25           cost indices from January 1, 2021, that

1 are applicable to the types of construction  
2 involved in the activities described for miti-  
3 gation activities; and

4 (II) if the studies by the State and  
5 Federal Government require a cost to sup-  
6 port such mitigation measures that is  
7 greater than \$69,500,000, the total cost of  
8 such mitigation shall be such amount as is  
9 identified in the studies, and such amount  
10 is hereby approved; and

11 (ii) the State and the Federal Govern-  
12 ment shall enter into a cost-share agree-  
13 ment by not later than 1 year after the  
14 date of enactment of this Act to contribute  
15 to the cost of such mitigation measures.

16 (B) TREATMENT OF AMOUNTS PAID.—Any  
17 amount paid by the State or the Federal Gov-  
18 ernment under the cost-share agreement en-  
19 tered into pursuant to clause (ii) of subpara-  
20 graph (A) shall be counted toward the fulfill-  
21 ment of the obligation of the State or the Fed-  
22 eral Government, respectively, under the agree-  
23 ment described in the matter preceding clause  
24 (i) of that subparagraph.

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

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

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

16          (d) TRIBAL AGREEMENT BETWEEN THE FORT  
17 BELKNAP INDIAN COMMUNITY AND THE BLACKFEET  
18 TRIBE RELATED TO THE MILK RIVER.—Section  
19 3705(e)(1) of the Blackfeet Water Rights Settlement Act  
20 (Public Law 114–322; 130 Stat. 1818) is amended by  
21 striking “shall establish,” and inserting “shall establish,  
22 by not later than 4 years after the date on which that  
23 3-year period ends,”.



1 **SEC. 9. SATISFACTION OF CLAIMS.**

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

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

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

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

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

19 (a) IN GENERAL.—

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

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

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

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

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

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

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

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

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

12 (iii) failure to protect, acquire, re-  
13 place, or develop water, water rights, or  
14 water infrastructure within the State, if  
15 the claim first accrued on or before the en-  
16 forceability date;

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

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

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

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

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

11 (b) EFFECTIVENESS.—

12 (1) IN GENERAL.—Except as provided in para-  
13 graphs (2) and (3), the waivers and releases under  
14 subsection (a) shall take effect on the enforceability  
15 date.

16 (2) EXCHANGE OF FEDERAL AND STATE  
17 LAND.—The waivers and releases under subsection  
18 (a) relating to the land exchange and transfer de-  
19 scribed in section 6(a) shall take effect on the date  
20 on which the land exchange and transfer into trust  
21 is completed in accordance with paragraph (4) of  
22 that section.

23 (3) FEDERAL LAND TRANSFERS.—The waivers  
24 and releases under subsection (a) relating to the  
25 land transfers described in section 6(b) shall take ef-

1       fect on the date on which all of the land transfers  
2       are completed in accordance with paragraph (6)(B)  
3       of that section.

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

11      (d) RESERVATION OF RIGHTS AND RETENTION OF  
12      CLAIMS.—Notwithstanding the waivers and releases under  
13      subsection (a), the Fort Belknap Indian Community, act-  
14      ing on behalf of the Fort Belknap Indian Community and  
15      members of the Fort Belknap Indian Community, and the  
16      United States, acting as trustee for the Fort Belknap In-  
17      dian Community and the allottees shall retain—

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

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

23                   (B) the land transfers required under sec-  
24                   tion 6;

25           (2) all claims relating to—

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

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

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

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

13 (iv) any regulations implementing the  
14 Acts described in clauses (i) through (iii);

15 (B) damage, loss, or injury to land or nat-  
16 ural resources that are not due to loss of water  
17 or water rights (including hunting, fishing,  
18 gathering, or cultural rights); and

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

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

1           (4) all claims relating to off-Reservation hunt-  
2           ing rights, fishing rights, gathering rights, or other  
3           rights;

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

7           (6) all claims relating to the allocation of  
8           waters of the Milk River and the Milk River Project  
9           between the Fort Belknap Indian Community and  
10          the Blackfeet Tribe, pursuant to section 3705(e)(3)  
11          of the Blackfeet Water Rights Settlement Act (Pub-  
12          lic Law 114–322; 130 Stat. 1818); and

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

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

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

22           (2) affects the ability of the United States, act-  
23           ing as a sovereign, to take any action authorized by  
24           law (including regulations), including any law relat-



1 ing to health, safety, or the environment, includ-  
2 ing—

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

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

7 (C) the CERCLA;

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

11 (4) confers jurisdiction on any State court—

12 (A) to interpret Federal law relating to  
13 health, safety, or the environment;

14 (B) to determine the duties of the United  
15 States or any other party pursuant to a Federal  
16 law relating to health, safety, or the environ-  
17 ment;

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

20 (D) to interpret Tribal law; or

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

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

4 (1) the eligible members of the Fort Belknap  
5 Indian Community have voted to approve this Act  
6 and the Compact by a majority of votes cast on the  
7 day of the vote;

8 (2)(A) the Montana Water Court has issued a  
9 final judgment and decree approving the Compact  
10 and that decision has become final and nonappeal-  
11 able; or

12 (B) if the Montana Water Court is found to  
13 lack jurisdiction, the appropriate United States dis-  
14 trict court has approved the Compact, and that deci-  
15 sion has become final and nonappealable;

16 (3) all of the amounts authorized under section  
17 12 have been appropriated and deposited in the des-  
18 ignated accounts;

19 (4) the Secretary has executed the agreements  
20 with the Fort Belknap Indian Community as re-  
21 quired under the Compact and this Act, which  
22 agreements are—

23 (A) the agreement described in section  
24 6(b)(3)(D)(ii); and

1 (B) the agreement described in section  
2 7(e)(1);

3 (5) the State has paid the amounts under sec-  
4 tion (8)(c)(1)(A) and section 11(n)(1) into mitiga-  
5 tion funding accounts that shall be established as  
6 part of the cost-share agreements required pursuant  
7 to those sections; and

8 (6) the waivers and releases under subsection  
9 (a) (other than the waivers and releases for which  
10 a different effective date has been provided under  
11 paragraphs (2) and (3) of subsection (b)) have been  
12 executed by the Fort Belknap Indian Community  
13 and the Secretary.

14 (g) TOLLING OF CLAIMS.—

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

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

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

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

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

6           (3) any unexpended and unobligated Federal  
7 funds in the Settlement Trust Fund not made avail-  
8 able to the Fort Belknap Indian Community as au-  
9 thorized by this Act, together with any interest  
10 earned on those funds, shall be returned to the Fed-  
11 eral Government, unless otherwise agreed to by the  
12 Fort Belknap Indian Community and the United  
13 States; and

14           (4) all statutes of limitations applicable to any  
15 claim subject to the waiver shall be tolled until, as  
16 applicable—

17                   (A) June 30, 2035; or

18                   (B) a later date in accordance with section  
19 14(a)(1)(B).

20 **SEC. 11. AANIHH NAKODA SETTLEMENT TRUST FUND.**

21           (a) DEFINITION OF PLAN.—

22           (1) IN GENERAL.—In this section, the term  
23 “Plan” means the document entitled “Fort Belknap  
24 Indian Community Comprehensive Water Develop-

1 ment Plan”, prepared by Natural Resources Con-  
2 sulting Engineers, Inc., and dated February 2019.

3 (2) INCLUSION.—In this section, the term  
4 “Plan” includes any modification to the document  
5 referred to in paragraph (1) that the Fort Belknap  
6 Indian Community determines to be necessary to ac-  
7 count for conditions in existence at the time at  
8 which an activity is carried out pursuant to this sec-  
9 tion.

10 (b) ESTABLISHMENT.—

11 (1) IN GENERAL.—The Secretary shall establish  
12 in the Treasury of the United States a trust fund  
13 for the Fort Belknap Indian Community, to be  
14 known as the “Aaniiih Nakoda Settlement Trust  
15 Fund”, consisting of—

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

18 (B) any interest earned on those amounts.

19 (2) MANAGEMENT; AVAILABILITY.—For the  
20 purpose of carrying out this Act, amounts in the  
21 Trust Fund shall—

22 (A) be allocated, maintained, managed, in-  
23 vested, and distributed by the Secretary; and

24 (B) remain available until expended.

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

3 (1) The Fort Belknap Indian Community Trib-  
4 al Land and Water Rehabilitation, Modernization,  
5 and Expansion Account for activities described in  
6 the Plan relating to—

7 (A) rehabilitation and modernization, in-  
8 cluding improvements to increase conservation  
9 efforts, of the Milk River unit of the Fort  
10 Belknap Indian Irrigation Project;

11 (B) expansion of the Milk River unit of the  
12 Fort Belknap Indian Irrigation Project;

13 (C) rehabilitation and modernization of the  
14 Southern Tributary Irrigation Project units of  
15 the Fort Belknap Indian Irrigation Project;

16 (D) the Peoples Creek Irrigation Project of  
17 the Fort Belknap Indian Irrigation Project; and

18 (E) other land- and water-related projects.

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

1 (A) the costs of administering and regu-  
2 lating the Tribal water rights, including  
3 through—

4 (i) the development or enactment of a  
5 Tribal water code in accordance with sec-  
6 tion 5(f); and

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

9 (B) the annual operations, maintenance,  
10 and repair assessment costs for the Tribe and  
11 Tribal member water users, including allottees.

12 (3) The Fort Belknap Indian Community Trib-  
13 al Economic Development Account, the principal and  
14 interest of which may be used by the Fort Belknap  
15 Indian Community to pay the costs of such activities  
16 described in the Plan as the Fort Belknap Indian  
17 Community determines to be necessary to advance  
18 the economic development of the Fort Belknap In-  
19 dian Community.

20 (4) The Fort Belknap Indian Community Clean  
21 and Safe Domestic Water Supply and Wastewater  
22 Systems Account, the principal and interest of which  
23 may be used by the Fort Belknap Indian Commu-  
24 nity to pay the costs of activities described in the  
25 Plan relating to—

1 (A) preparation of a feasibility study and  
2 design of a water supply and sewer treatment  
3 system for the Fort Belknap Indian Commu-  
4 nity;

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

8 (C) the planning, design, and construction  
9 of a wastewater treatment and collections sys-  
10 tem for Tribal communities; and

11 (D) environmental compliance in the devel-  
12 opment and construction of projects under this  
13 Act.

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

15 (1) in the Fort Belknap Indian Community  
16 Tribal Land and Water Rehabilitation, Moderniza-  
17 tion, and Expansion Account established under sub-  
18 section (c)(1), the amounts made available pursuant  
19 to section 12(b);

20 (2) in the Fort Belknap Indian Community  
21 Water Resources and Water Rights Administration,  
22 Operation, Maintenance, and Repair Account estab-  
23 lished under subsection (c)(2), the amounts made  
24 available pursuant to section 12(c);



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

5           (4) in the Fort Belknap Indian Community  
6 Clean and Safe Domestic Water Supply and Waste-  
7 water Systems Account established under subsection  
8 (c)(4), the amounts made available pursuant to sec-  
9 tion 12(e).

10 (e) MANAGEMENT AND INTEREST.—

11           (1) MANAGEMENT.—On receipt and deposit of  
12 the funds into the accounts in the Trust Fund pur-  
13 suant to subsection (d), the Secretary shall manage,  
14 invest, and distribute all amounts in the Trust Fund  
15 in accordance with the investment authority of the  
16 Secretary under—

17                   (A) the first section of the Act of June 24,  
18                   1938 (25 U.S.C. 162a);

19                   (B) the American Indian Trust Fund Man-  
20                   agement Reform Act of 1994 (25 U.S.C. 4001  
21                   et seq.); and

22                   (C) this section.

23           (2) INVESTMENT EARNINGS.—In addition to  
24 the deposits under subsection (d), any investment  
25 earnings, including interest, credited to amounts

1 held in the Trust Fund are authorized to be appro-  
2 priated for use in accordance with subsection (c).

3 (f) AVAILABILITY OF AMOUNTS.—

4 (1) FUNDING.—Except as provided in para-  
5 graph (3), the amounts made available under this  
6 section (including any investment earnings on those  
7 amounts) shall be available for expenditure or with-  
8 drawal by the Fort Belknap Indian Community  
9 without fiscal year limitation beginning on the en-  
10 forceability date.

11 (2) OTHER FUNDING.—In addition to funding  
12 specifically made available under this Act, if the Sec-  
13 retary determines that, for a given fiscal year, a suf-  
14 ficient amount of funding has not been made avail-  
15 able through annual appropriations or other sources,  
16 the Secretary shall expend from the Reclamation  
17 Water Settlements Fund established by section  
18 10501(a) of the Omnibus Public Land Management  
19 Act of 2009 (43 U.S.C. 407(a)) such amounts as are  
20 necessary to pay the Federal share of the costs asso-  
21 ciated with the Trust Fund.

22 (3) USE.—Any amounts—

23 (A) deposited in the Fort Belknap Indian  
24 Community Tribal Land and Water Rehabilita-  
25 tion, Modernization, and Expansion Account es-

1           tablished under subsection (c)(1) shall be avail-  
2           able to the Fort Belknap Indian Community or  
3           the Secretary, as applicable, on the date on  
4           which the amounts are deposited, for the uses  
5           described in that subsection; and

6                   (B) deposited in the Fort Belknap Indian  
7           Community Water Resources and Water Rights  
8           Administration, Operation, Maintenance, and  
9           Repair Account established under subsection  
10          (c)(2) shall be made available to the Fort  
11          Belknap Indian Community on the date on  
12          which the amounts are deposited and the Fort  
13          Belknap Indian Community has satisfied the re-  
14          quirements of section 10(f)(1) for the uses de-  
15          scribed in subsection (c)(2).

16          (g) WITHDRAWALS.—

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

19                   (A) IN GENERAL.—Except as provided in  
20          subparagraph (C), the Fort Belknap Indian  
21          Community may withdraw any portion of the  
22          amounts in the Trust Fund on approval by the  
23          Secretary of a Tribal management plan sub-  
24          mitted by the Fort Belknap Indian Community  
25          in accordance with the American Indian Trust

1 Fund Management Reform Act of 1994 (25  
2 U.S.C. 4001 et seq.).

3 (B) ADDITIONAL REQUIREMENTS.—In ad-  
4 dition to the requirements under the American  
5 Indian Trust Fund Management Reform Act of  
6 1994 (25 U.S.C. 4001 et seq.), the Tribal man-  
7 agement plan under this paragraph shall re-  
8 quire that the Fort Belknap Indian Community  
9 shall spend all amounts withdrawn from the  
10 Trust Fund, and any investment earnings ac-  
11 crued through the investments under the Tribal  
12 management plan, in accordance with this Act.

13 (C) EXCEPTION.—

14 (i) IN GENERAL.—A withdrawal from  
15 the Fort Belknap Indian Community Trib-  
16 al Land and Water Rehabilitation, Mod-  
17 ernization, and Expansion Account estab-  
18 lished under subsection (c)(1)—

19 (I) shall be made only in accord-  
20 ance with subsection (f)(3); and

21 (II) notwithstanding any other  
22 provision of law, shall not be subject  
23 to the American Indian Trust Fund  
24 Management Reform Act of 1994 (25

1 U.S.C. 4001 et seq.), consistent with  
2 subsection (m).

3 (ii) SECRETARIAL RESPONSIBILITY.—

4 The Secretary shall be responsible for car-  
5 rying out activities described in subsection  
6 (c)(1).

7 (D) ENFORCEMENT.—The Secretary may  
8 carry out such judicial and administrative ac-  
9 tions as the Secretary determines to be nec-  
10 essary—

11 (i) to enforce the Tribal management  
12 plan; and

13 (ii) to ensure that amounts withdrawn  
14 from the Trust Fund by the Fort Belknap  
15 Indian Community under this paragraph  
16 are used in accordance with this Act.

17 (2) EFFECT.—Nothing in this subsection enti-  
18 tles the Fort Belknap Indian Community to judicial  
19 review of a determination of the Secretary regarding  
20 whether to approve a Tribal management plan under  
21 paragraph (1)(A), other than as provided under sub-  
22 chapter II of chapter 5, and chapter 7, of title 5,  
23 United States Code (commonly known as the “Ad-  
24 ministrative Procedure Act”).

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

5 (i) ANNUAL REPORT.—For each account in the Trust  
6 Fund (other than the Fort Belknap Indian Community  
7 Tribal Land and Water Rehabilitation, Modernization,  
8 and Expansion Account established under subsection  
9 (c)(1)), the Fort Belknap Indian Community shall submit  
10 to the Secretary a report in accordance with, as applica-  
11 ble—

12 (1) the American Indian Trust Fund Manage-  
13 ment Reform Act of 1994 (25 U.S.C. 4001 et seq.);  
14 or

15 (2) the Tribal management plan.

16 (j) NO PER CAPITA PAYMENTS.—No principal or in-  
17 terest amount in any account established by this section  
18 shall be distributed to any member of the Fort Belknap  
19 Indian Community on a per capita basis.

20 (k) OWNERSHIP OF THE FORT BELKNAP INDIAN IR-  
21 RIGATION PROJECT.—

22 (1) IN GENERAL.—The Fort Belknap Indian Ir-  
23 rigation Project shall be held in trust by the United  
24 States for the benefit of the Fort Belknap Indian  
25 Community.

1           (2) MANAGEMENT AND CONTROL; FINANCIAL  
2 RESPONSIBILITY.—

3           (A) IN GENERAL.—The Secretary, acting  
4 through the Director of the Bureau of Indian  
5 Affairs (referred to in this paragraph as the  
6 “Secretary”), shall—

7           (i) retain the Federal responsibilities,  
8 including fiduciary obligations and liability,  
9 as trustee of the Fort Belknap Indian Irri-  
10 gation Project for the Fort Belknap Indian  
11 Community; and

12           (ii) except as provided in subpara-  
13 graph (B), have full responsibility for the  
14 regulation, administration, management,  
15 and control of the Fort Belknap Indian Ir-  
16 rigation Project.

17           (B) INDIAN SELF-DETERMINATION.—At  
18 the option of the Fort Belknap Indian Commu-  
19 nity, the Secretary shall enter into an agree-  
20 ment with the Fort Belknap Indian Community  
21 in accordance with the Indian Self-Determina-  
22 tion and Education Assistance Act (25 U.S.C.  
23 5301 et seq.) under which—

24           (i) the Fort Belknap Indian Commu-  
25 nity shall assume responsibility for the reg-

1           ulation, administration, management, and  
2           control of a portion or all of the Fort  
3           Belknap Indian Irrigation Project; and

4                   (ii) the Secretary shall retain fidu-  
5           ciary obligations and liability, as trustee of  
6           the Fort Belknap Indian Irrigation Project  
7           for the Fort Belknap Indian Community.

8           (3) OPERATIONS, MAINTENANCE, AND REPAIR  
9           COSTS.—Except as otherwise provided in this Act,  
10          nothing in this Act affects any obligation, including  
11          financial obligations, of the United States for the op-  
12          erations, maintenance, and repair costs of the Fort  
13          Belknap Indian Irrigation Project.

14          (1) WATER TRANSPORT OBLIGATION.—

15                  (1) IN GENERAL.—The Secretary shall provide  
16          assistance with planning, design, and construction  
17          activities necessary to carry out the activities de-  
18          scribed in paragraphs (3) and (4) of subsection (c).

19                  (2) AUTHORIZATION OF STUDIES.—The Sec-  
20          retary, with the informed consent of the Fort  
21          Belknap Indian Community, shall carry out 1 or  
22          more studies—

23                          (A) to determine the feasibility of a water  
24                  supply and wastewater system for the Fort  
25                  Belknap Indian Community; and



1 (B) if a project to be developed and con-  
2 structed under this Act is associated with, af-  
3 fected by, or located within the same river basin  
4 as a Federal reclamation project in existence on  
5 the date of enactment of this Act—

6 (i) to determine the environmental im-  
7 pact of the project; and

8 (ii) to ensure environmental compli-  
9 ance in the development and construction  
10 of the project.

11 (m) INDIAN SELF-DETERMINATION.—

12 (1) IN GENERAL.—Notwithstanding any other  
13 provision of law, if the Fort Belknap Indian Com-  
14 munity, not later than 180 days after the date on  
15 which funds are appropriated for deposit in the  
16 Trust Fund and available for withdrawal, or not  
17 later than such alternative date as is agreed to by  
18 the Fort Belknap Indian Community and the Sec-  
19 retary, elects to perform a program, function, serv-  
20 ice, or activity, or a portion thereof, authorized  
21 under subsection (c)(1), the Secretary and the Fort  
22 Belknap Indian Community shall enter into, with re-  
23 spect to the program, function, service, or activity—

24 (A) a self-determination contract under  
25 title I of the Indian Self-Determination and

1 Education Assistance Act (25 U.S.C. 5321 et  
2 seq.); or

3 (B) a self-governance compact under title  
4 IV of that Act (25 U.S.C. 5361 et seq.).

5 (2) FUNDING AGREEMENTS.—

6 (A) IN GENERAL.—After entering into a  
7 self-determination contract or self-governance  
8 compact under paragraph (1), the Secretary  
9 and the Fort Belknap Indian Community may  
10 enter into a funding agreement pursuant to sec-  
11 tion 403 of the Indian Self-Determination and  
12 Education Assistance Act (25 U.S.C. 5363).

13 (B) REQUIREMENTS.—

14 (i) IN GENERAL.—In providing to the  
15 Fort Belknap Indian Community funding,  
16 including funding for any related contract  
17 supports costs, to carry out a funding  
18 agreement entered into under subpara-  
19 graph (A), the Secretary shall only use  
20 amounts from the Fort Belknap Indian  
21 Community Tribal Land and Water Reha-  
22 bilitation, Modernization, and Expansion  
23 Account established under subsection  
24 (c)(1).

1 (ii) APPLICATION OF SELF-DETER-  
2 MINATION CONTRACT OR SELF-GOVERN-  
3 ANCE COMPACT.—Any funds transferred  
4 for use in a funding agreement under this  
5 paragraph shall be subject to the self-de-  
6 termination contract or self-governance  
7 compact entered into under paragraph (1).

8 (3) APPLICABILITY OF CERTAIN ISDEAA PROVI-  
9 SIONS.—For purposes of this subsection—

10 (A) the “annual trust evaluation” required  
11 under section 403(d) of the Indian Self-Deter-  
12 mination and Education Assistance Act (25  
13 U.S.C. 5363(d)) shall monitor the performance,  
14 and progress toward completion, of the pro-  
15 gram, function, service, or activity carried out  
16 pursuant to the self-determination contract or  
17 self-governance compact entered into under  
18 paragraph (1);

19 (B) the program, function, service, or ac-  
20 tivity carried out pursuant to the self-deter-  
21 mination contract or self-governance compact  
22 entered into under paragraph (1) shall be con-  
23 sidered to be “construction programs or  
24 projects” under section 403(e) of the Indian

1 Self-Determination and Education Assistance  
2 Act (25 U.S.C. 5363(e)); and

3 (C) reporting requirements regarding plan-  
4 ning, design, and the use and expenditure of  
5 funds shall be negotiated and included within  
6 the funding agreement entered into under para-  
7 graph (2).

8 (4) SECRETARIAL PERFORMANCE OF ACTIVI-  
9 TIES.—If the Fort Belknap Indian Community does  
10 not elect to carry out the program, function, service,  
11 or activity under paragraph (1) by the deadline de-  
12 scribed in that paragraph, the Secretary shall carry  
13 out the program, function, service, or activity using  
14 amounts made available from the Fort Belknap In-  
15 dian Community Tribal Land and Water Rehabilita-  
16 tion, Modernization, and Expansion Account estab-  
17 lished under subsection (c)(1).

18 (5) NONREIMBURSABILITY OF COSTS.—All  
19 costs incurred in carrying out this subsection, in-  
20 cluding the cost of any oversight activity carried out  
21 by the Secretary under any agreement entered into  
22 under this subsection, shall be nonreimbursable.

23 (6) TREATMENT.—Any activities carried out  
24 pursuant to a self-determination contract or self-gov-  
25 ernance compact entered into under paragraph (1)

1 that result in improvements, additions, or modifica-  
2 tions to the Fort Belknap Indian Irrigation Project,  
3 including the acquisition of any real property inter-  
4 est (other than land), shall—

5 (A) become a part of the inventory of the  
6 Secretary relating to the Fort Belknap Indian  
7 Irrigation Project; and

8 (B) be recorded in the inventory of the  
9 Secretary relating to the Fort Belknap Indian  
10 Irrigation Project.

11 (n) PEOPLES CREEK DAM AND RESERVOIR.—

12 (1) IN GENERAL.—Consistent with the agree-  
13 ment of the Federal Government, the State, and the  
14 Fort Belknap Indian Community to contribute to  
15 the cost of design and construction of the Peoples  
16 Creek Dam and Reservoir to support mitigation ac-  
17 tivities pursuant to article VI.C. of the Compact and  
18 this Act—

19 (A)(i) except as provided in clause (ii), the  
20 total cost of such mitigation measures shall not  
21 exceed \$15,500,000, adjusted to reflect changes  
22 in the construction cost indices from May 1,  
23 2021, that are applicable to the types of con-  
24 struction involved in the activities described for  
25 the mitigation activities; and

1 (ii) if the studies by the State and Federal  
2 Government require a cost to support such  
3 mitigation measures that is greater than  
4 \$15,500,000, the total cost of such mitigation  
5 shall be such amount as is identified in the  
6 studies, and such amount is hereby approved;  
7 and

8 (B) the State and the Federal Government  
9 shall enter into a cost-share agreement by not  
10 later than 1 year after the date of enactment of  
11 this Act to contribute to the cost of such miti-  
12 gation measures.

13 (2) TREATMENT OF AMOUNTS PAID.—Any  
14 amount paid by the State or the Federal Govern-  
15 ment under the cost-share agreement entered into  
16 pursuant to paragraph (1) shall be counted toward  
17 the fulfillment of the obligation of the State or the  
18 Federal Government, respectively, under the agree-  
19 ment described in the matter preceding subpara-  
20 graph (A) of that paragraph.

21 (o) NONREIMBURSABILITY OF COSTS.—The costs to  
22 the Secretary of carrying out this section shall be nonreim-  
23 bursable.

24 **SEC. 12. FUNDING.**

25 (a) RECLAMATION WATER SETTLEMENTS FUND.—

1           (1) IN GENERAL.—Notwithstanding any other  
2 provision of law, on October 1, 2022, and each Octo-  
3 ber 1 thereafter through October 1, 2034, out of any  
4 funds in the Treasury not otherwise appropriated,  
5 the Secretary of the Treasury shall transfer to the  
6 Secretary for deposit in the Reclamation Water Set-  
7 tlements Fund established by section 10501(a) of  
8 the Omnibus Public Land Management Act of 2009  
9 (43 U.S.C. 407(a)) \$30,000,000, to remain available  
10 until expended, for the use described in paragraph  
11 (2).

12           (2) RECEIPT AND ACCEPTANCE.—The Sec-  
13 retary shall be entitled to receive, shall accept, and  
14 shall use to carry out section 10501(c)(3)(B)(iii) of  
15 the Omnibus Public Land Management Act of 2009  
16 (43 U.S.C. 407(c)(3)(B)(iii)) the funds transferred  
17 under paragraph (1) specifically to pay towards the  
18 Federal share of the remaining costs of imple-  
19 menting the Indian water rights settlement agree-  
20 ment for the Fort Belknap Indian Community under  
21 this Act, without further appropriation.

22           (b) FORT BELKNAP INDIAN COMMUNITY TRIBAL  
23 LAND AND WATER, REHABILITATION, MODERNIZATION,  
24 AND EXPANSION ACCOUNT.—

1           (1) MANDATORY APPROPRIATIONS.—Out of any  
2 funds in the Treasury not otherwise appropriated,  
3 the Secretary of the Treasury shall deposit in the  
4 Fort Belknap Indian Community Tribal Land and  
5 Water Rehabilitation, Modernization, and Expansion  
6 Account established under paragraph (1) of section  
7 11(c) \$134,478,400, as adjusted to reflect changes  
8 in construction cost indices since May 1, 2011, that  
9 are applicable to the types of construction involved  
10 in the activities described in that paragraph.

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

22           (c) FORT BELKNAP INDIAN COMMUNITY WATER RE-  
23 SOURCES AND WATER RIGHTS ADMINISTRATION, OPER-  
24 ATION, MAINTENANCE, AND REPAIR ACCOUNT.—



1           (1) MANDATORY APPROPRIATIONS.—Out of any  
2 funds in the Treasury not otherwise appropriated,  
3 the Secretary of the Treasury shall deposit in the  
4 Fort Belknap Indian Community Water Resources  
5 and Water Rights Administration, Operation, Main-  
6 tenance, and Repair Account established under para-  
7 graph (2) of section 11(c) \$31,263,000, as adjusted  
8 to reflect changes in construction cost indices since  
9 May 1, 2011, that are applicable to the types of con-  
10 struction involved in the activities described in that  
11 paragraph.

12           (2) AUTHORIZATION OF APPROPRIATIONS.—In  
13 addition to the amounts made available under para-  
14 graph (1), there is authorized to be appropriated for  
15 deposit in the Fort Belknap Indian Community  
16 Water Resources and Water Rights Administration,  
17 Operation, Maintenance, and Repair Account estab-  
18 lished under paragraph (2) of section 11(c)  
19 \$30,037,000, as adjusted to reflect changes in con-  
20 struction cost indices since May 1, 2011, that are  
21 applicable to the types of construction involved in  
22 the activities described in that paragraph.

23           (d) FORT BELKNAP INDIAN COMMUNITY TRIBAL  
24 ECONOMIC DEVELOPMENT ACCOUNT.—

1           (1) MANDATORY APPROPRIATIONS.—Out of any  
2 funds in the Treasury not otherwise appropriated,  
3 the Secretary of the Treasury shall deposit in the  
4 Fort Belknap Indian Community Tribal Economic  
5 Development Account established under paragraph  
6 (3) of section 11(c) \$92,614,500, as adjusted to re-  
7 flect changes in construction cost indices since May  
8 1, 2011, that are applicable to the types of construc-  
9 tion involved in the activities described in that para-  
10 graph.

11           (2) AUTHORIZATION OF APPROPRIATIONS.—In  
12 addition to the amounts made available under para-  
13 graph (1), there is authorized to be appropriated for  
14 deposit in the Fort Belknap Indian Community  
15 Tribal Economic Development Account established  
16 under paragraph (3) of section 11(c) \$75,775,500,  
17 as adjusted to reflect changes in construction cost  
18 indices since May 1, 2011, that are applicable to the  
19 types of construction involved in the activities de-  
20 scribed in that paragraph.

21           (e) FORT BELKNAP INDIAN COMMUNITY CLEAN AND  
22 SAFE DOMESTIC WATER SUPPLY AND WASTEWATER SYS-  
23 TEMS ACCOUNT.—

24           (1) MANDATORY APPROPRIATIONS.—Out of any  
25 funds in the Treasury not otherwise appropriated,

1 the Secretary of the Treasury shall deposit in the  
2 Fort Belknap Indian Community Clean and Safe  
3 Domestic Water Supply and Wastewater Systems  
4 Account established under paragraph (4) of section  
5 11(c) \$69,036,800, as adjusted to reflect changes in  
6 construction cost indices since May 1, 2011, that are  
7 applicable to the types of construction involved in  
8 the activities described in that paragraph.

9 (2) AUTHORIZATION OF APPROPRIATIONS.—In  
10 addition to the amounts made available under para-  
11 graph (1), there is authorized to be appropriated for  
12 deposit in the Fort Belknap Indian Community  
13 Clean and Safe Domestic Water Supply and Waste-  
14 water Systems Account established under paragraph  
15 (4) of section 11(c) \$54,243,200, as adjusted to re-  
16 flect changes in construction cost indices since May  
17 1, 2011, that are applicable to the types of construc-  
18 tion involved in the activities described in that para-  
19 graph.

20 (f) FEDERAL CONTRIBUTION TO THE MILK RIVER  
21 PROJECT MITIGATION.—

22 (1) IN GENERAL.—Pursuant to article VI.B. of  
23 the Compact, the Federal contribution to the mitiga-  
24 tion of impacts on the Milk River Project shall be  
25 the amount paid by the Federal Government pursu-

1 ant to section 8(c)(1)(A)(ii), to be used to support  
 2 the cost of construction and watershed improve-  
 3 ments involved in the mitigation activities.

4 (2) AUTHORIZATION OF APPROPRIATIONS.—

5 There is authorized to be appropriated to the Sec-  
 6 retary to carry out this subsection, an amount equal  
 7 to the amount described in paragraph (1) for fiscal  
 8 year 2022, as adjusted to reflect changes in con-  
 9 struction cost indices since May 1, 2021, that are  
 10 applicable to the types of construction and other ac-  
 11 tivities involved in the mitigation activities that will  
 12 be implemented for the Milk River Project.

13 (g) FEDERAL CONTRIBUTION TO THE UPPER PEO-  
 14 PLES CREEK PROJECT MITIGATION.—

15 (1) IN GENERAL.—Pursuant to article VI.C. of  
 16 the Compact, the Federal contribution to the protec-  
 17 tion provided to the Upper Peoples Creek water  
 18 users in the Peoples Creek Basin shall be the  
 19 amount paid by the Federal Government pursuant  
 20 to section 11(n)(1), to be used to support the cost  
 21 of design and construction of the Upper Peoples  
 22 Creek Dam and Reservoir.

23 (2) AUTHORIZATION OF APPROPRIATIONS.—

24 There is authorized to be appropriated to the Sec-  
 25 retary to carry out this subsection an amount equal

1 to the amount described in paragraph (1) for fiscal  
2 year 2022, as adjusted to reflect changes in con-  
3 struction cost indices since May 1, 2021, that are  
4 applicable to the types of design and construction in-  
5 volved in the mitigation activities that will be imple-  
6 mented for the Upper Peoples Creek Dam and Res-  
7 ervoir.

8 (h) NONREIMBURSABILITY OF COSTS.—All amounts  
9 incurred by the Secretary under this section shall be non-  
10 reimbursable.

11 **SEC. 13. MISCELLANEOUS PROVISIONS.**

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

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

22 (c) ELIMINATION OF DEPARTMENT OF AGRICULTURE  
23 CULTURE DEBTS OR LIENS AGAINST ALLOTMENTS OF  
24 THE FORT BELKNAP INDIAN COMMUNITY MEMBERS  
25 WITHIN THE FORT BELKNAP INDIAN IRRIGATION

1 PROJECT.—The Secretary shall cancel and eliminate all  
2 debts or liens against the allotments of land held by the  
3 Fort Belknap Indian Community and the members of the  
4 Fort Belknap Indian Community due to construction as-  
5 sessments, annual operation and maintenance charges,  
6 and any other charge that may have been levied relating  
7 to an irrigation project of the Secretary for the Fort  
8 Belknap Indian Community.

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

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

19 (1) the Reclamation Rural Water Supply Act of  
20 2006 (43 U.S.C. 2401 et seq.); and

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

23 (f) ADDITIONAL FUNDING.—Nothing in this Act pro-  
24 hibits the Fort Belknap Indian Community from seek-  
25 ing—

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

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

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

16           (1) purchase of the right; or

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

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

23       (i) ENVIRONMENTAL PROTECTION.—

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

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

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

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

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

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

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



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

4 **SEC. 14. TERMINATION ON FAILURE TO MEET ENFORCE-**  
5 **ABILITY DATE.**

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

9 (1) the authority provided by this Act shall ter-  
10minate effective on—

11 (A) January 1, 2035; or

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

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

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

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

21 (1) December 31, 2034; or

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

1 **SEC. 15. ANTIDEFICIENCY.**

2       The United States shall not be liable for any failure  
3 to carry out any obligation or activity authorized by this  
4 Act, including any obligation or activity under the Com-  
5 pact, if—

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

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

○