

that have not been conveyed to private parties or to the State of Montana by the United States.

(Pub. L. 103-444, §3, Nov. 2, 1994, 108 Stat. 4633.)

### § 1776b. Settlement Agreement

#### (a) Execution

Subject to the terms and conditions of this subchapter, the Secretary shall enter into the Settlement Agreement with the Crow Tribe.

#### (b) Ratification

Subject to the conditions set forth in section 1776g(a) of this title, the United States hereby approves, ratifies, and confirms the Settlement Agreement, to the extent that such Settlement Agreement does not conflict with this subchapter.

#### (c) Modification

The terms and conditions of the Settlement Agreement may be modified by mutual agreement of the Crow Tribe and the Secretary if such modification—

- (1) is not inconsistent with this subchapter; and
- (2) does not diminish or impair any right or benefit secured to the Northern Cheyenne Tribe, the Northern Cheyenne allottees, or their successors in interest by or pursuant to any provision of this subchapter.

#### (d) Enforcement

##### (1) In general

Except as provided in paragraph (2), the Settlement Agreement shall be subject to the enforcement provisions under chapter 7 of title 5.

##### (2) Additional enforcement

If, with respect to the enforcement of the Settlement Agreement, the remedies available under the provisions referred to in paragraph (1) do not provide adequate or complete relief, the Settlement Agreement shall be subject to the enforcement provisions under section 1505 of title 28.

(Pub. L. 103-444, §4, Nov. 2, 1994, 108 Stat. 4634.)

### § 1776c. Settlement terms and conditions and extinguishment of claims

#### (a) Property within parcel number 1

##### (1) In general

With respect to the property within parcel number 1, the following provisions shall apply:

- (A) The boundary of the Crow Indian Reservation shall be the 107th meridian.
- (B) Title to the undisposed of coal of such parcel shall be vested in the United States in trust for the sole use and benefit of the Crow Tribe and shall be recognized as part of the Crow Indian Reservation.
- (C) Title to the undisposed of surface lands of such parcel shall be vested in the United States in trust for the sole use and benefit of the Crow Tribe and shall be recognized as part of the Crow Indian Reservation.
- (D) Title to the undisposed of oil, gas, coal methane, or other minerals of such parcel shall be vested in the United States in trust

for the sole use and benefit of the Crow Tribe and shall be recognized as part of the Crow Indian Reservation.

#### (2) Prohibition

Nothing in this subchapter or the Settlement Agreement may alter, diminish, disturb, or cause to be divested any right, title, or interest of any person or entity in any land, coal, oil, gas, coal methane, or mineral within parcel number 1 that is based on the 1891 survey line, except for the specific rights that are vested in the United States for the sole use and benefit of the Crow Tribe pursuant to subparagraphs (B) through (D) of paragraph (1).

#### (3) Waivers and releases

The following waivers and releases shall be included in the Settlement Agreement:

- (A) A disclaimer and relinquishment by the Crow Tribe of all right, title, claim, or interest in all the land and minerals within parcel number 1, except for the rights, titles, and interests recognized as beneficially owned by the Crow Tribe and as part of the Crow Indian Reservation in subparagraphs (B) through (D) of paragraph (1).
- (B) A release by the Crow Tribe of all persons and entities, including the United States, from any liability arising from, or related to, the 1891 survey and the subsequent occupancy and use of parcel number 1.

#### (b) Property within parcel number 2

##### (1) In general

With respect to the property within parcel number 2, the following provisions shall apply:

- (A) The boundary between the Crow and Northern Cheyenne Indian Reservations shall be the 1891 survey line.
- (B) All surface lands and minerals of such parcel shall constitute part of the Northern Cheyenne Reservation.
- (C) All surface lands, including all rights appurtenant to the surface lands, of such parcel shall be vested in the United States in trust for the sole use and benefit of the Northern Cheyenne Tribe, except that surface lands that have been allotted shall be recognized as held in trust for, or owned in fee by (as the case may be), the Northern Cheyenne allottees or their successors in interest.
- (D) The oil, gas, coal, coal methane, and other minerals, including all rights appurtenant to such minerals, of such parcel shall be vested in the United States in trust for the sole use and benefit of the Northern Cheyenne Tribe.

#### (2) Waivers and releases

The following waivers and releases shall be included in the Settlement Agreement:

- (A) A disclaimer and relinquishment by the Crow Tribe of all right, jurisdiction, title, claim, or interest in the lands and minerals within parcel number 2, including all rights appurtenant to such land and minerals.
- (B) A release by the Crow Tribe of all persons and entities, including the United States, the Northern Cheyenne Tribe, the