

118TH CONGRESS
2D SESSION

S. 4347

To provide for the conveyance of certain Federal land at Swanson Reservoir and Hugh Butler Reservoir in the State of Nebraska, and for other purposes.

IN THE SENATE OF THE UNITED STATES

MAY 15, 2024

Mrs. FISCHER (for herself, Mr. RICKETTS, Mr. MARSHALL, and Mr. MORAN) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

A BILL

To provide for the conveyance of certain Federal land at Swanson Reservoir and Hugh Butler Reservoir in the State of Nebraska, 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.**

4 This Act may be cited as the “Swanson and Hugh
5 Butler Reservoirs Land Conveyances Act”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

8 (1) **FAIR MARKET VALUE.**—The term “fair
9 market value”, with respect to a specified property

1 right, means the most probable price, as of a speci-
2 fied date, in cash, terms equivalent to cash, or other
3 precisely revealed terms, for which the specified
4 property right should sell after reasonable exposure
5 in a competitive market under all conditions req-
6 uisite for a fair sale, with the buyer and seller each
7 acting prudently, knowledgeably, and in the self-in-
8 terest of the buyer or seller, as applicable, and as-
9 suming that the buyer and seller are not under
10 undue duress.

11 (2) FRONTIER COUNTY.—The term “Frontier
12 County” means Frontier County, Nebraska, acting
13 through the Board of Commissioners of Frontier
14 County.

15 (3) HITCHCOCK COUNTY.—The term “Hitch-
16 cock County” means Hitchcock County, Nebraska,
17 acting through the Board of Commissioners of
18 Hitchcock County.

19 (4) HUGH BUTLER RESERVOIR.—The term
20 “Hugh Butler Reservoir” means the Hugh Butler
21 Lake and Red Willow Dam constructed as part of
22 the Pick-Sloan Missouri Basin Program, French-
23 man-Cambridge Division, as authorized by section 9
24 of the Act of December 22, 1944 (commonly known

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

3 (5) LAKEVIEW LODGE MANAGEMENT AGREE-
4 MENT.—The term “Lakeview Lodge Management
5 Agreement” means the management agreement enti-
6 tled “Management Agreement between the Bureau
7 of Reclamation, et al., for the Development, Oper-
8 ation, and Maintenance of a Concession Operation
9 at Swanson Reservoir”, numbered 23–LM–60–4160,
10 and dated March 1, 2022.

11 (6) LAKEVIEW LODGE PERMITTED CONCESSION
12 LAND.—The term “Lakeview Lodge Permitted Con-
13 cession Land” means the approximately 21.5 acres
14 of land and water for the operation of a public con-
15 cession at Swanson Reservoir—

16 (A) located in the NE¹/₄NE¹/₄ sec. 9, T. 2
17 N., R. 34 W., sixth principal meridian;

18 (B) as generally depicted on the map pre-
19 pared by the Bureau of Reclamation entitled
20 “Lakeview Lodge Concession Boundary” and
21 dated August 2023; and

22 (C) as further defined by a land survey, as
23 the Secretary determines to be appropriate.

24 (7) PROPERTY.—The term “property” means
25 any cabin or trailer site—

1 (A) with respect to which a permit is in ef-
2 fect on the date of enactment of this Act; and

3 (B) that is located on—

4 (i) the Lakeview Lodge Permitted
5 Concession Land;

6 (ii) the Red Willow Permitted Cabin
7 Land;

8 (iii) the Red Willow Permitted Con-
9 cession Land;

10 (iv) the Swanson Permitted Cabin
11 Land; or

12 (v) the Swanson Permitted Concession
13 Land.

14 (8) RED WILLOW MANAGEMENT AGREEMENT.—

15 The term “Red Willow Management Agreement”
16 means the management agreement entitled “Man-
17 agement Agreement between the Bureau of Rec-
18 lamation, et al., for the Development, Management,
19 Operation, and Maintenance of a Concession Oper-
20 ation at Hugh Butler Reservoir”, numbered 24-
21 LM-60-5155, and dated May 1, 2024.

22 (9) RED WILLOW PERMITTED CABIN LAND.—

23 The term “Red Willow Permitted Cabin Land”
24 means the approximately 6.5 acres of land encom-

1 passing the 8 permitted cabin lots at the Hugh But-
2 ler Reservoir—

3 (A) located in the S $\frac{1}{2}$ sec. 35, T. 5 N., R.
4 30 W., sixth principal meridian;

5 (B) as generally depicted on the map pre-
6 pared by the Bureau of Reclamation entitled
7 “Red Willow Cabin Map” and dated March
8 2024; and

9 (C) as further defined by a land survey, as
10 the Secretary determines to be appropriate.

11 (10) RED WILLOW PERMITTED CONCESSION
12 LAND.—The term “Red Willow Permitted Conces-
13 sion Land” means the approximately 23 acres of
14 land and water for the operation of a public service
15 concession at the Hugh Butler Reservoir—

16 (A) located in the E $\frac{1}{2}$ sec. 25, T. 5 N., R.
17 30 W., sixth principal meridian;

18 (B) as generally depicted on the map pre-
19 pared by the Bureau of Reclamation entitled
20 “Red Willow Concession Boundary” and dated
21 August 2023; and

22 (C) as further defined by a land survey, as
23 the Secretary determines to be appropriate.

24 (11) REQUESTED FEDERAL LAND.—The term
25 “requested Federal land” means each of the fol-

1 lowing parcels of land, or any subset of those par-
2 cels, with respect to which a title transfer agreement
3 is executed:

4 (A) The Lakeview Lodge Permitted Con-
5 cession Land.

6 (B) The Red Willow Permitted Cabin
7 Land.

8 (C) The Red Willow Permitted Concession
9 Land.

10 (D) The Swanson Permitted Cabin Land.

11 (E) The Swanson Permitted Concession
12 Land.

13 (12) SECRETARY.—The term “Secretary”
14 means the Secretary of the Interior, acting through
15 the Commissioner of Reclamation.

16 (13) STATE.—The term “State” means the
17 State of Nebraska.

18 (14) SWANSON MANAGEMENT AGREEMENT.—
19 The term “Swanson Management Agreement”
20 means the management agreement entitled “Man-
21 agement Agreement between the Bureau of Rec-
22 lamation, et al., for the Development, Management,
23 Operation, and Maintenance of Concession Oper-
24 ation at Swanson Reservoir”, numbered 23-LM-60-
25 4170, and dated May 1, 2023.

1 (15) SWANSON PERMITTED CABIN LAND.—The
2 term “Swanson Permitted Cabin Land” means the
3 approximately 6.2 acres of land encompassing the 11
4 permitted cabin lots at the Swanson Reservoir—

5 (A) located in the N¹/₂ sec. 18, S¹/₂ sec. 7,

6 T. 2 N., R. 33 W., sixth principal meridian;

7 (B) as generally depicted on the map pre-
8 pared by the Bureau of Reclamation entitled
9 “Swanson Cabin Map” and dated March 2024;

10 and

11 (C) as further defined by a land survey, as
12 the Secretary determines to be appropriate.

13 (16) SWANSON PERMITTED CONCESSION
14 LAND.—The term “Swanson Permitted Concession
15 Land” means the approximately 20 acres of land
16 and water for the operation of a public service con-
17 cession at the Swanson Reservoir—

18 (A) located in the N¹/₂ sec. 17, T. 2 N., R.

19 33 W., sixth principal meridian;

20 (B) as generally depicted on the map pre-
21 pared by the Bureau of Reclamation entitled
22 “Swanson Concession Boundary” and dated
23 August 2023; and

24 (C) as further defined by a land survey, as
25 the Secretary determines to be appropriate.

1 (17) SWANSON RESERVOIR.—The term “Swan-
 2 son Reservoir” means the Swanson Reservoir and
 3 Trenton Dam constructed as part of the Pick-Sloan
 4 Missouri Basin Program, Frenchman-Cambridge Di-
 5 vision, as authorized by section 9 of the Act of De-
 6 cember 22, 1944 (commonly known as the “Flood
 7 Control Act of 1944”) (58 Stat. 891, chapter 665).

8 (18) TITLE TRANSFER AGREEMENT.—The term
 9 “title transfer agreement” means a title transfer
 10 agreement between the Secretary and Frontier
 11 County or Hitchcock County, as applicable, entered
 12 into pursuant to a memorandum of agreement to de-
 13 termine the legal, institutional, and financial terms
 14 for the conveyance of the Lakeview Lodge Permitted
 15 Concession Land, Red Willow Permitted Cabin
 16 Land, Red Willow Permitted Concession Land,
 17 Swanson Permitted Cabin Land, or Swanson Per-
 18 mitted Concession Land, as applicable.

19 **SEC. 3. CONVEYANCES OF FEDERAL LAND TO HITCHCOCK**
 20 **COUNTY AND FRONTIER COUNTY, NEBRASKA.**

21 (a) CONVEYANCE TO HITCHCOCK COUNTY.—

22 (1) TITLE TRANSFER AGREEMENT.—Subject to
 23 paragraphs (2) and (6) and sections 4 and 5, not
 24 later than 3 years after the date of enactment of
 25 this Act, the Secretary shall enter into good faith

1 negotiations to enter into a title transfer agreement
2 with Hitchcock County under which the Secretary
3 shall convey to Hitchcock County all requested right,
4 title, and interest of the United States in and to the
5 Swanson Permitted Cabin Land, the Swanson Per-
6 mitted Concession Land, or the Lakeview Lodge
7 Permitted Concession Land, as applicable.

8 (2) PROHIBITION ON SUBDIVISION.—A title
9 transfer agreement entered into pursuant to para-
10 graph (1) shall be subject to the condition that the
11 Swanson Permitted Cabin Land, the Swanson Per-
12 mitted Concession Land, or the Lakeview Lodge
13 Permitted Concession Land, as applicable—

14 (A) shall be conveyed in whole; and

15 (B) shall not be subdivided.

16 (3) OFFER TO CONVEY.—As soon as practicable
17 after the date on which a title transfer agreement is
18 entered into pursuant to paragraph (1), the Sec-
19 retary shall offer to convey to Hitchcock County all
20 right, title, and interest of the United States in and
21 to the Swanson Permitted Cabin Land, the Swanson
22 Permitted Concession Land, or the Lakeview Lodge
23 Permitted Concession Land, as applicable, in accord-
24 ance with paragraph (2) and the terms and condi-
25 tions described in the title transfer agreement.

1 (4) MEMORANDUM OF AGREEMENT.—

2 (A) IN GENERAL.—As soon as practicable
3 after the date of enactment of this Act, the Sec-
4 retary shall enter into a memorandum of agree-
5 ment with Hitchcock County to establish and
6 define the roles and responsibilities for actions
7 required to convey to Hitchcock County the
8 Swanson Permitted Cabin Land, Swanson Per-
9 mitted Concession Land, or Lakeview Lodge
10 Permitted Concession Land, as applicable, in
11 accordance with the title transfer agreement.

12 (B) REQUIREMENT.—The memorandum of
13 agreement entered into under subparagraph (A)
14 shall include the establishment of a plan for—

15 (i) the demonstration by Hitchcock
16 County of—

17 (I) the technical capability of
18 Hitchcock County to operate and
19 maintain the Swanson Permitted
20 Cabin Land, Swanson Permitted Con-
21 cession Land, or Lakeview Lodge Per-
22 mitted Concession Land, as applica-
23 ble, permanently; and

24 (II) the ability of Hitchcock
25 County to satisfy financial obligations

1 relating to the Swanson Permitted
2 Cabin Land, Swanson Permitted Con-
3 cession Land, or Lakeview Lodge Per-
4 mitted Concession Land, as applica-
5 ble; and

6 (ii) the management by Hitchcock
7 County of the Swanson Permitted Cabin
8 Land, Swanson Permitted Concession
9 Land, or Lakeview Lodge Permitted Con-
10 cession Land, as applicable, to be conveyed
11 in accordance with the memorandum of
12 agreement, including addressing any issues
13 to ensure compliance with applicable State
14 fire, safety, and health codes and stand-
15 ards not later than 2 years after the date
16 of the applicable conveyance.

17 (5) COSTS.—

18 (A) CONSIDERATION.—

19 (i) IN GENERAL.—As consideration
20 for the conveyance of the Swanson Per-
21 mitted Cabin Land, Swanson Permitted
22 Concession Land, or Lakeview Lodge Per-
23 mitted Concession Land, as applicable,
24 under paragraph (1), Hitchcock County
25 shall provide compensation to the reclama-

1 tion fund established by the first section of
2 the Act of June 17, 1902 (32 Stat. 388,
3 chapter 1093), in an amount equal to the
4 fair market value of the Swanson Per-
5 mitted Cabin Land, Swanson Permitted
6 Concession Land, or Lakeview Lodge Per-
7 mitted Concession Land, respectively, as
8 determined by an appraisal conducted—

9 (I) in accordance with clause (ii);

10 (II) by a third-party appraiser
11 approved by the Secretary; and

12 (III) subject to the management
13 requirements under paragraph (6)
14 and section 4.

15 (ii) APPRAISAL REQUIREMENTS.—

16 (I) IN GENERAL.—An appraisal
17 under clause (i) shall be conducted in
18 accordance with the Uniform Stand-
19 ards of Professional Appraisal Prac-
20 tice.

21 (II) EXCLUSION.—For purposes
22 of clause (i), any improvements to the
23 Swanson Permitted Cabin Land, the
24 Swanson Permitted Concession Land,
25 or the Lakeview Lodge Permitted

1 Concession Land, as applicable, made
2 by a permit holder shall not be in-
3 cluded in the appraised value of the
4 Swanson Permitted Cabin Land,
5 Swanson Permitted Concession Land,
6 or Lakeview Lodge Permitted Conces-
7 sion Land, respectively.

8 (III) RESOLUTION OF DIS-
9 PUTE.—Any dispute over the fair
10 market value of the Swanson Per-
11 mitted Cabin Land, the Swanson Per-
12 mitted Concession Land, or the
13 Lakeview Lodge Permitted Concession
14 Land under an appraisal conducted
15 under clause (i) shall be resolved in
16 accordance with section 2201.4 of title
17 43, Code of Federal Regulations (or a
18 successor regulation).

19 (IV) CONSIDERATION OF REVE-
20 NUES.—An appraisal under clause (i)
21 shall take into consideration any fu-
22 ture income stream that the United
23 States would have derived from the
24 Swanson Permitted Cabin Land, the
25 Swanson Permitted Concession Land,

1 or the Lakeview Lodge Permitted
 2 Concession Land, as applicable, at the
 3 time of the conveyance, including rev-
 4 enues to the United States—

5 (aa) from existing water
 6 service and repayment contracts;

7 (bb) from known or reason-
 8 ably foreseeable new contracts or
 9 renewals;

10 (cc) as aid to irrigation; and

11 (dd) from any other author-
 12 ized source.

13 (B) CONVEYANCE COSTS.—

14 (i) IN GENERAL.—Hitchcock County
 15 shall be responsible for paying, in advance
 16 of the conveyance of the Swanson Per-
 17 mitted Cabin Land, Swanson Permitted
 18 Concession Land, or Lakeview Lodge Per-
 19 mitted Concession Land, as applicable,
 20 under paragraph (1), the estimated costs
 21 associated with the conveyance, as deter-
 22 mined by the Secretary.

23 (ii) INCLUSIONS.—Conveyance costs
 24 under clause (i) may include—

1 (I) any transaction, survey, and
2 administrative costs necessary for the
3 preparation and completion of trans-
4 fer of title;

5 (II) the costs of legal instru-
6 ments and deeds;

7 (III) the costs of compliance with
8 the National Environmental Policy
9 Act of 1969 (42 U.S.C. 4321 et seq.)
10 and other applicable Federal laws;
11 and

12 (IV) the costs of any other con-
13 veyance procedures determined to be
14 necessary by the Secretary.

15 (6) MANAGEMENT.—Hitchcock County shall
16 manage the Swanson Permitted Cabin Land, the
17 Swanson Permitted Concession Land, or the
18 Lakeview Lodge Permitted Concession Land, as ap-
19 plicable, conveyed under paragraph (1)—

20 (A) for substantially the same purposes for
21 which the Swanson Permitted Cabin Land,
22 Swanson Permitted Concession Land, or
23 Lakeview Lodge Permitted Concession Land,
24 respectively, is being used as of the date of en-
25 actment of this Act; or

1 (B) for—

2 (i) recreation and public purposes con-
3 sistent with the Act of June 14, 1926
4 (commonly known as the “Recreation and
5 Public Purposes Act”) (44 Stat. 741,
6 chapter 578; 43 U.S.C. 869 et seq.);

7 (ii) public access;

8 (iii) fish and wildlife habitat; or

9 (iv) the preservation of the natural
10 character of the Swanson Permitted Cabin
11 Land, Swanson Permitted Concession
12 Land, or Lakeview Lodge Permitted Con-
13 cession Land, respectively.

14 (b) CONVEYANCE TO FRONTIER COUNTY.—

15 (1) TITLE TRANSFER AGREEMENT.—Subject to
16 paragraphs (2) and (6) and sections 4 and 5, not
17 later than 3 years after the date of enactment of
18 this Act, the Secretary shall enter into good faith
19 negotiations to enter into a title transfer agreement
20 with Frontier County under which the Secretary
21 shall convey to Frontier County all requested right,
22 title, and interest of the United States in and to the
23 Red Willow Permitted Cabin Land or the Red Wil-
24 low Permitted Concession Land, as applicable.

1 (2) PROHIBITION ON SUBDIVISION.—A title
2 transfer agreement entered into pursuant to para-
3 graph (1) shall be subject to the condition that the
4 Red Willow Permitted Cabin Land or the Red Wil-
5 low Permitted Concession Land, as applicable—

6 (A) shall be conveyed in whole; and

7 (B) shall not be subdivided.

8 (3) OFFER TO CONVEY.—As soon as practicable
9 after the date on which a title transfer agreement is
10 entered into pursuant to paragraph (1), the Sec-
11 retary shall offer to convey to Frontier County all
12 right, title, and interest of the United States in and
13 to the Red Willow Permitted Cabin Land or the Red
14 Willow Permitted Concession Land, as applicable, in
15 accordance with paragraph (2) and the terms and
16 conditions described in the title transfer agreement.

17 (4) MEMORANDUM OF AGREEMENT.—

18 (A) IN GENERAL.—As soon as practicable
19 after the date of enactment of this Act, the Sec-
20 retary shall enter into a memorandum of agree-
21 ment with Frontier County to establish and de-
22 fine the roles and responsibilities for actions re-
23 quired to convey to Frontier County the Red
24 Willow Permitted Cabin Land or Red Willow

1 Permitted Concession Land, as applicable, in
2 accordance with the title transfer agreement.

3 (B) REQUIREMENT.—The memorandum of
4 agreement entered into under subparagraph (A)
5 shall include the establishment of a plan for—

6 (i) the demonstration by Frontier
7 County of—

8 (I) the technical capability of
9 Frontier County to operate and main-
10 tain the Red Willow Permitted Cabin
11 Land or Red Willow Permitted Con-
12 cession Land, as applicable, perma-
13 nently; and

14 (II) the ability of Frontier Coun-
15 ty to satisfy financial obligations re-
16 lating to the Red Willow Permitted
17 Cabin Land or Red Willow Permitted
18 Concession Land, as applicable; and

19 (ii) the management by Frontier
20 County of the Red Willow Permitted Cabin
21 Land or Red Willow Permitted Concession
22 Land, as applicable, to be conveyed in ac-
23 cordance with the memorandum of agree-
24 ment, including addressing any issues to
25 ensure compliance with applicable State

1 fire, safety, and health codes and stand-
2 ards not later than 2 years after the date
3 of the conveyance.

4 (5) COSTS.—

5 (A) CONSIDERATION.—

6 (i) IN GENERAL.—As consideration
7 for the conveyance of the Red Willow Per-
8 mitted Cabin Land or Red Willow Per-
9 mitted Concession Land, as applicable,
10 under paragraph (1), Frontier County
11 shall provide compensation to the reclama-
12 tion fund established by the first section of
13 the Act of June 17, 1902 (32 Stat. 388,
14 chapter 1093), in an amount equal to the
15 fair market value of the Red Willow Per-
16 mitted Cabin Land or Red Willow Per-
17 mitted Concession Land, respectively, as
18 determined by an appraisal conducted—

19 (I) in accordance with clause (ii);

20 (II) by a third-party appraiser
21 approved by the Secretary; and

22 (III) subject to the management
23 requirements under paragraph (6)
24 and section 4.

25 (ii) APPRAISAL REQUIREMENTS.—

1 (I) IN GENERAL.—An appraisal
2 under clause (i) shall be conducted in
3 accordance with the Uniform Stand-
4 ards of Professional Appraisal Prac-
5 tice.

6 (II) EXCLUSION.—For purposes
7 of clause (i), any improvements to the
8 Red Willow Permitted Cabin Land or
9 the Red Willow Permitted Concession
10 Land, as applicable, made by a permit
11 holder shall not be included in the ap-
12 praised value of the Red Willow Per-
13 mitted Cabin Land or Red Willow
14 Permitted Concession Land, respec-
15 tively.

16 (III) RESOLUTION OF DIS-
17 PUTE.—Any dispute over the fair
18 market value of the Red Willow Per-
19 mitted Cabin Land or the Red Willow
20 Permitted Concession Land, as appli-
21 cable, under an appraisal conducted
22 under clause (i) shall be resolved in
23 accordance with section 2201.4 of title
24 43, Code of Federal Regulations (or a
25 successor regulation).

1 (IV) CONSIDERATION OF REVE-
2 NUES.—An appraisal under clause (i)
3 shall take into consideration any fu-
4 ture income stream that the United
5 States would have derived from the
6 Red Willow Permitted Cabin Land or
7 the Red Willow Permitted Concession
8 Land, as applicable, at the time of the
9 conveyance, including revenues to the
10 United States—

11 (aa) from existing water
12 service and repayment contracts;

13 (bb) from known or reason-
14 ably foreseeable new contracts or
15 renewals;

16 (cc) as aid to irrigation; and

17 (dd) from any other author-
18 ized source.

19 (B) CONVEYANCE COSTS.—

20 (i) IN GENERAL.—Frontier County
21 shall be responsible for paying, in advance
22 of the conveyance of the Red Willow Per-
23 mitted Cabin Land or Red Willow Per-
24 mitted Concession Land, as applicable,
25 under paragraph (1), the estimated costs

1 associated with the conveyance, as deter-
2 mined by the Secretary.

3 (ii) INCLUSIONS.—Conveyance costs
4 under clause (i) may include—

5 (I) any transaction, survey, and
6 administrative costs necessary for the
7 preparation and completion of trans-
8 fer of title;

9 (II) the costs of legal instru-
10 ments and deeds;

11 (III) the costs of compliance with
12 the National Environmental Policy
13 Act of 1969 (42 U.S.C. 4321 et seq.)
14 and other applicable Federal laws;
15 and

16 (IV) the costs of any other con-
17 veyance procedures determined to be
18 necessary by the Secretary.

19 (6) MANAGEMENT.—Frontier County shall
20 manage the Red Willow Permitted Cabin Land or
21 the Red Willow Permitted Concession Land, as ap-
22 plicable, conveyed under paragraph (1)—

23 (A) for substantially the same purposes for
24 which the Red Willow Permitted Cabin Land or
25 Red Willow Permitted Concession Land, respec-

1 tively, is being used as of the date of enactment
2 of this Act; or

3 (B) for—

4 (i) recreation and public purposes con-
5 sistent with the Act of June 14, 1926
6 (commonly known as the “Recreation and
7 Public Purposes Act”) (44 Stat. 741,
8 chapter 578; 43 U.S.C. 869 et seq.);

9 (ii) public access;

10 (iii) fish and wildlife habitat; or

11 (iv) the preservation of the natural
12 character of the Red Willow Permitted
13 Cabin Land or Red Willow Permitted Con-
14 cession Land, respectively.

15 (c) RECLAMATION TITLE TRANSFER PROCE-
16 DURES.—Any procedures for the conveyance of requested
17 Federal land under subsection (a) or (b) shall comply with
18 the requirements contained in the Reclamation Manual
19 Directives and Standards numbered CMP 11–01 (as in
20 effect on the date of enactment of this Act), as determined
21 to be applicable by the Secretary.

22 (d) SUBSEQUENT CONVEYANCE OF REQUESTED
23 FEDERAL LAND.—

24 (1) IN GENERAL.—Except as provided in para-
25 graph (2), on completion of a conveyance to Hitch-

1 cock County or Frontier County, as applicable, of re-
2 quested Federal land under subsection (a) or (b),
3 Hitchcock County or Frontier County may not sub-
4 sequently reconvey the applicable requested Federal
5 land.

6 (2) EXCEPTIONS.—Notwithstanding paragraph
7 (1), Hitchcock County or Frontier County may sub-
8 sequently convey requested Federal land if—

9 (A) the requested Federal land is recon-
10 veyed, at no cost, to an entity located in the
11 State that is recognized by the State as a pub-
12 licly owned or governmental organization, in-
13 cluding—

14 (i) a State agency;

15 (ii) a county, city, village, or township
16 in, or political subdivision of, the State;

17 (iii) a natural resource district; and

18 (iv) an irrigation or reclamation dis-
19 trict;

20 (B) Hitchcock County or Frontier County,
21 respectively, has demonstrated an impending
22 adverse impact if the requested Federal land is
23 not reconveyed;

24 (C) the entity to which the requested Fed-
25 eral land would be reconveyed has the capacity

1 to continue to manage the requested Federal
2 land for the same purposes for which the re-
3 quested Federal land has been managed as of
4 the date of enactment of this Act; and

5 (D) the requested Federal land to be re-
6 conveyed would continue to be available for
7 public access.

8 (3) FUTURE CONVEYANCES.—A subsequent
9 conveyance of requested Federal land shall be sub-
10 ject to the requirements of this subsection and sub-
11 sections (a)(6) and (b)(6), as applicable.

12 **SEC. 4. EFFECT ON RESERVATIONS, EASEMENTS, AND**
13 **OTHER RIGHTS.**

14 (a) IN GENERAL.—A conveyance under subsection
15 (a) or (b) of section 3 shall be subject to—

16 (1) valid existing rights;

17 (2) operational requirements of the Pick-Sloan
18 Missouri River Basin Program authorized by section
19 9 of the Act of December 22, 1944 (commonly
20 known as the “Flood Control Act of 1944”) (58
21 Stat. 891, chapter 665), including Swanson Res-
22 ervoir and Hugh Butler Reservoir;

23 (3) any flowage easement reserved by the
24 United States to allow full operation of the Swanson

1 Reservoir and Hugh Butler Reservoir for authorized
2 purposes, as applicable;

3 (4) any applicable reservations described in—

4 (A) the Lakeview Lodge Management
5 Agreement, Red Willow Management Agree-
6 ment, or Swanson Management Agreement, as
7 applicable; or

8 (B) an applicable cabin permit;

9 (5) oil, gas, and other mineral rights reserved
10 of record, as of the date of enactment of this Act,
11 by, or in favor of, the United States or a third
12 party, with respect to the applicable requested Fed-
13 eral land;

14 (6) any permit, license, lease, right-of-use, flow-
15 age easement, or right-of-way of record in, on, over,
16 or across the applicable requested Federal land,
17 whether owned by the United States or a third
18 party, as of the date of enactment of this Act;

19 (7) a deed restriction that prohibits building
20 any new permanent structure on the applicable re-
21 quested Federal land below an elevation of—

22 (A) 2,785 feet at Swanson Reservoir; or

23 (B) 2,628 feet at Hugh Butler Reservoir;

24 and

25 (8) the granting of applicable easements for—

1 (A) vehicular access to the applicable re-
2 quested Federal land; and

3 (B) access to, and use of, all docks, boat-
4 houses, ramps, retaining walls, and other im-
5 provements for which access is provided in a
6 permit for the use of the applicable requested
7 Federal land as of the date of enactment of this
8 Act.

9 (b) LIABILITY; TAKING.—

10 (1) LIABILITY.—The United States shall not be
11 liable for flood damage to a property, Hitchcock
12 County, or Frontier County, or for damages arising
13 out of any act, omission, or occurrence relating to a
14 permit holder, Hitchcock County, or Frontier Coun-
15 ty, other than for damages caused by an act or
16 omission of the United States or an employee, agent,
17 or contractor of the United States before the date of
18 enactment of this Act.

19 (2) HOLD HARMLESS.—Hitchcock County,
20 Frontier County, and any entity to which requested
21 Federal land is subsequently conveyed pursuant to
22 section 3(d)(2) shall agree to indemnify and hold
23 harmless the Unites States for all claims by Hitch-
24 cock County, Frontier County, or others arising
25 from—

1 (A) the design, construction, operation,
2 maintenance, or replacement of Red Willow
3 Dam, Hugh Butler Reservoir, Trenton Dam, or
4 Swanson Reservoir;

5 (B) the survey of claims, description of
6 claims, delineation of boundaries, conveyance
7 documents, conveyance process, and recording
8 of deeds associated with a conveyance under
9 this Act; or

10 (C) any damages associated with a struc-
11 ture or land that may be displaced in a flood
12 event.

13 (3) NO ADDITIONAL LIABILITY.—Nothing in
14 this Act increases the liability of the United States
15 beyond the liability provided under chapter 171 of
16 title 28, United States Code (commonly known as
17 the “Federal Tort Claims Act”).

18 (4) TAKING.—Any temporary flooding or flood
19 damage to a property, Hitchcock County, or Fron-
20 tier County, shall not be considered to be a taking
21 by the United States.

22 **SEC. 5. INTERIM REQUIREMENTS.**

23 During the period beginning on the date of enactment
24 of this Act and ending on the date of conveyance of re-
25 quested Federal land under subsection (a) or (b) of section

1 3, the provisions of the Lakeview Lodge Management
2 Agreement, Red Willow Management Agreement, and
3 Swanson Management Agreement, as applicable, and any
4 applicable permits, shall remain in force and effect.

5 **SEC. 6. COMPLIANCE WITH OTHER LAWS.**

6 (a) ENVIRONMENTAL AND HISTORIC PRESERVATION
7 LAWS.—Before conveying requested Federal land pursu-
8 ant to subsection (a) or (b) of section 3, the Secretary
9 shall carry out all activities with respect to the conveyance
10 required under—

11 (1) the National Environmental Policy Act of
12 1969 (42 U.S.C. 4321 et seq.);

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

15 (3) division A of subtitle III of title 54, United
16 States Code; and

17 (4) any other applicable laws.

18 (b) COMPLIANCE BY COUNTIES.—Effective on the
19 date of conveyance of requested Federal land pursuant to
20 subsection (a) or (b) of section 3, Hitchcock County and
21 Frontier County shall comply with all applicable Federal,
22 State, and local laws (including regulations) with respect
23 to management of the conveyed requested Federal land,
24 as applicable.

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