

Calendar No. 623

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

NOVEMBER 21, 2024

Reported by Mr. MANCHIN, with an amendment

[Strike out all after the enacting clause and insert the part printed in italic]

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~~”.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) **FAIR MARKET VALUE.**—The term “fair
4 market value”, with respect to a specified property
5 right, means the most probable price, as of a speci-
6 fied date, in cash, terms equivalent to cash, or other
7 precisely revealed terms, for which the specified
8 property right should sell after reasonable exposure
9 in a competitive market under all conditions req-
10 uisite for a fair sale, with the buyer and seller each
11 acting prudently, knowledgeably, and in the self-in-
12 terest of the buyer or seller, as applicable, and as-
13 suming that the buyer and seller are not under
14 undue duress.

15 (2) **FRONTIER COUNTY.**—The term “Frontier
16 County” means Frontier County, Nebraska, acting
17 through the Board of Commissioners of Frontier
18 County.

19 (3) **HITCHEOCK COUNTY.**—The term “Hitch-
20 eock County” means Hitchcock County, Nebraska,
21 acting through the Board of Commissioners of
22 Hitchcock County.

23 (4) **HUGH BUTLER RESERVOIR.**—The term
24 “Hugh Butler Reservoir” means the Hugh Butler
25 Lake and Red Willow Dam constructed as part of
26 the Pick-Sloan Missouri Basin Program, French-

1 man-Cambridge Division, as authorized by section 9
 2 of the Act of December 22, 1944 (commonly known
 3 as the “Flood Control Act of 1944”) (58 Stat. 891,
 4 chapter 665).

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

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

18 (A) located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 9, T. 2

19 N., R. 34 W., sixth principal meridian;

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

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

1 (7) ~~PROPERTY.~~—The term “property” means
2 any cabin or trailer site—

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

5 ~~(B) that is located on—~~

6 ~~(i) the Lakeview Lodge Permitted~~
7 ~~Concession Land;~~

8 ~~(ii) the Red Willow Permitted Cabin~~
9 ~~Land;~~

10 ~~(iii) the Red Willow Permitted Con-~~
11 ~~cession Land;~~

12 ~~(iv) the Swanson Permitted Cabin~~
13 ~~Land; or~~

14 ~~(v) the Swanson Permitted Concession~~
15 ~~Land.~~

16 (8) ~~RED WILLOW MANAGEMENT AGREEMENT.~~—

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

24 (9) ~~RED WILLOW PERMITTED CABIN LAND.~~—

25 The term “Red Willow Permitted Cabin Land”

1 means the approximately 6.5 acres of land encom-
2 passing the 8 permitted cabin lots at the Hugh But-
3 ler Reservoir—

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

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

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

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

17 (A) located in the E $\frac{1}{2}$ sec. 25, T. 5 N., R.
18 30 W., sixth principal meridian;

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

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

1 (11) REQUESTED FEDERAL LAND.—The term
2 “requested Federal land” means each of the fol-
3 lowing parcels of land, or any subset of those par-
4 cels, with respect to which a title transfer agreement
5 is executed:

6 (A) The Lakeview Lodge Permitted Con-
7 cession Land.

8 (B) The Red Willow Permitted Cabin
9 Land.

10 (C) The Red Willow Permitted Concession
11 Land.

12 (D) The Swanson Permitted Cabin Land.

13 (E) The Swanson Permitted Concession
14 Land.

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

18 (13) STATE.—The term “State” means the
19 State of Nebraska.

20 (14) SWANSON MANAGEMENT AGREEMENT.—
21 The term “Swanson Management Agreement”
22 means the management agreement entitled “Man-
23 agement Agreement between the Bureau of Rec-
24 lamation, et al., for the Development, Management,
25 Operation, and Maintenance of Concession Oper-

1 at Swanson Reservoir”, numbered ~~23-LM-60-~~
 2 4170, and dated May 1, 2023.

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

7 (A) located in the N $\frac{1}{2}$ sec. 18, S $\frac{1}{2}$ sec. 7,

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

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

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

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

20 (A) located in the N $\frac{1}{2}$ sec. 17, T. 2 N., R.

21 33 W., sixth principal meridian;

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

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

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

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

21 **SEC. 3. CONVEYANCES OF FEDERAL LAND TO HITCHCOCK**
22 **COUNTY AND FRONTIER COUNTY, NEBRASKA.**

23 (a) CONVEYANCE TO HITCHCOCK COUNTY.—

24 (1) TITLE TRANSFER AGREEMENT.—Subject to
25 paragraphs (2) and (6) and sections 4 and 5, not

1 later than ~~3~~ years after the date of enactment of
2 this Act, the Secretary shall enter into good faith
3 negotiations to enter into a title transfer agreement
4 with Hitchcock County under which the Secretary
5 shall convey to Hitchcock County all requested right,
6 title, and interest of the United States in and to the
7 Swanson Permitted Cabin Land, the Swanson Per-
8 mitted Concession Land, or the Lakeview Lodge
9 Permitted Concession Land, as applicable.

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

16 (A) shall be conveyed in whole; and

17 (B) shall not be subdivided.

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

1 ance with paragraph (2) and the terms and condi-
2 tions described in the title transfer agreement.

3 (4) MEMORANDUM OF AGREEMENT.—

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

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

17 (i) the demonstration by Hitchcock
18 County of—

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

1 (II) the ability of Hitchcock
 2 County to satisfy financial obligations
 3 relating to the Swanson Permitted
 4 Cabin Land, Swanson Permitted Con-
 5 cession Land, or Lakeview Lodge Per-
 6 mitted Concession Land, as applica-
 7 ble; and

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

19 (5) COSTS.—

20 (A) CONSIDERATION.—

21 (i) IN GENERAL.—As consideration
 22 for the conveyance of the Swanson Per-
 23 mitted Cabin Land, Swanson Permitted
 24 Concession Land, or Lakeview Lodge Per-
 25 mitted Concession Land, as applicable;

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

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

12 (II) by a third-party appraiser
 13 approved by the Secretary; and

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

17 (ii) APPRAISAL REQUIREMENTS.—

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

23 (II) EXCLUSION.—For purposes
 24 of clause (i), any improvements to the
 25 Swanson Permitted Cabin Land, the

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

10 (III) RESOLUTION OF DIS-
11 PUTE.—Any dispute over the fair
12 market value of the Swanson Per-
13 mitted Cabin Land, the Swanson Per-
14 mitted Concession Land, or the
15 Lakeview Lodge Permitted Concession
16 Land under an appraisal conducted
17 under clause (i) shall be resolved in
18 accordance with section 2201.4 of title
19 43, Code of Federal Regulations (or a
20 successor regulation).

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

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

7 (aa) from existing water
8 service and repayment contracts;

9 (bb) from known or reason-
10 ably foreseeable new contracts or
11 renewals;

12 (cc) as aid to irrigation; and

13 (dd) from any other author-
14 ized source.

15 ~~(B)~~ CONVEYANCE COSTS.—

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

1 (ii) INCLUSIONS.—Conveyance costs
2 under clause (i) may include—

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

7 (II) the costs of legal instru-
8 ments and deeds;

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

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

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

22 (A) for substantially the same purposes for
23 which the Swanson Permitted Cabin Land,
24 Swanson Permitted Concession Land, or
25 Lakeview Lodge Permitted Concession Land,

1 respectively, is being used as of the date of en-
2 actment 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 Swanson Permitted Cabin
13 Land, Swanson Permitted Concession
14 Land, or Lakeview Lodge Permitted Con-
15 cession Land, respectively.

16 (b) CONVEYANCE TO FRONTIER COUNTY.—

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

1 Red Willow Permitted Cabin Land or the Red Wil-
2 low Permitted Concession Land, as applicable.

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

8 (A) shall be conveyed in whole; and

9 ~~(B) shall not be subdivided.~~

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

19 ~~(4) MEMORANDUM OF AGREEMENT.~~—

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

1 Willow Permitted Cabin Land or Red Willow
2 Permitted Concession Land, as applicable, in
3 accordance with the title transfer agreement.

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

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

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

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

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

1 ensure compliance with applicable State
 2 fire, safety, and health codes and stand-
 3 ards not later than 2 years after the date
 4 of the conveyance.

5 (5) COSTS.—

6 (A) CONSIDERATION.—

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

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

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

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

1 (ii) APPRAISAL REQUIREMENTS.—

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

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

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

1 43, Code of Federal Regulations (or a
2 successor regulation).

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

13 (aa) from existing water
14 service and repayment contracts;

15 (bb) from known or reason-
16 ably foreseeable new contracts or
17 renewals;

18 (cc) as aid to irrigation; and

19 (dd) from any other author-
20 ized source.

21 (B) CONVEYANCE COSTS.—

22 (i) IN GENERAL.—Frontier County
23 shall be responsible for paying, in advance
24 of the conveyance of the Red Willow Per-
25 mitted Cabin Land or Red Willow Per-

1 mitted Concession Land, as applicable,
 2 under paragraph (1), the estimated costs
 3 associated with the conveyance, as deter-
 4 mined by the Secretary.

5 (ii) INCLUSIONS.—Conveyance costs
 6 under clause (i) may include—

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

11 (II) the costs of legal instru-
 12 ments and deeds;

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

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

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

1 (A) for substantially the same purposes for
 2 which the Red Willow Permitted Cabin Land or
 3 Red Willow Permitted Concession Land, respec-
 4 tively, is being used as of the date of enactment
 5 of this Act; or

6 (B) for—

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

12 (ii) public access;

13 (iii) fish and wildlife habitat; or

14 (iv) the preservation of the natural
 15 character of the Red Willow Permitted
 16 Cabin Land or Red Willow Permitted Con-
 17 cession Land, respectively.

18 (c) RECLAMATION TITLE TRANSFER PROCE-

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

1 (d) SUBSEQUENT CONVEYANCE OF REQUESTED
2 FEDERAL LAND.—

3 (1) IN GENERAL.—Except as provided in para-
4 graph (2), on completion of a conveyance to Hitch-
5 cock County or Frontier County, as applicable, of re-
6 quested Federal land under subsection (a) or (b),
7 Hitchcock County or Frontier County may not sub-
8 sequently reconvey the applicable requested Federal
9 land.

10 (2) EXCEPTIONS.—Notwithstanding paragraph
11 (1), Hitchcock County or Frontier County may sub-
12 sequently convey requested Federal land if—

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

- 18 (i) a State agency;
- 19 (ii) a county, city, village, or township
20 in, or political subdivision of, the State;
- 21 (iii) a natural resource district; and
- 22 (iv) an irrigation or reclamation dis-
23 trict;

24 (B) Hitchcock County or Frontier County,
25 respectively, has demonstrated an impending

1 adverse impact if the requested Federal land is
2 not reconveyed;

3 ~~(C)~~ the entity to which the requested Fed-
4 eral land would be reconveyed has the capacity
5 to continue to manage the requested Federal
6 land for the same purposes for which the re-
7 quested Federal land has been managed as of
8 the date of enactment of this Act; and

9 ~~(D)~~ the requested Federal land to be re-
10 conveyed would continue to be available for
11 public access.

12 ~~(3)~~ FUTURE CONVEYANCES.—A subsequent
13 conveyance of requested Federal land shall be sub-
14 ject to the requirements of this subsection and sub-
15 sections (a)(6) and (b)(6), as applicable.

16 **SEC. 4. EFFECT ON RESERVATIONS, EASEMENTS, AND**
17 **OTHER RIGHTS.**

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

20 ~~(1)~~ valid existing rights;

21 ~~(2)~~ operational requirements of the Pick-Sloan
22 Missouri River Basin Program authorized by section
23 9 of the Act of December 22, 1944 (commonly
24 known as the “Flood Control Act of 1944”) (58

1 Stat. 891, chapter 665), including Swanson Res-
2 ervoir and Hugh Butler Reservoir;

3 ~~(3)~~ any flowage easement reserved by the
4 United States to allow full operation of the Swanson
5 Reservoir and Hugh Butler Reservoir for authorized
6 purposes, as applicable;

7 (4) any applicable reservations described in—

8 (A) the Lakeview Lodge Management
9 Agreement, Red Willow Management Agree-
10 ment, or Swanson Management Agreement, as
11 applicable; or

12 (B) an applicable cabin permit;

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

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

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

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

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

3 and

4 (8) the granting of applicable easements for—

5 (A) vehicular access to the applicable re-
6 quested Federal land; and

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

13 (b) LIABILITY; TAKING.—

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

23 (2) HOLD HARMLESS.—Hitchcock County,
24 Frontier County, and any entity to which requested
25 Federal land is subsequently conveyed pursuant to

1 section 3(d)(2) shall agree to indemnify and hold
2 harmless the United States for all claims by Hitch-
3 cock County, Frontier County, or others arising
4 from—

5 (A) the design, construction, operation,
6 maintenance, or replacement of Red Willow
7 Dam, Hugh Butler Reservoir, Trenton Dam, or
8 Swanson Reservoir;

9 (B) the survey of claims, description of
10 claims, delineation of boundaries, conveyance
11 documents, conveyance process, and recording
12 of deeds associated with a conveyance under
13 this Act; or

14 (C) any damages associated with a struc-
15 ture or land that may be displaced in a flood
16 event.

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

22 (4) TAKING.—Any temporary flooding or flood
23 damage to a property, Hitchcock County, or Fron-
24 tier County, shall not be considered to be a taking
25 by the United States.

1 **SEC. 5. INTERIM REQUIREMENTS.**

2 During the period beginning on the date of enactment
3 of this Act and ending on the date of conveyance of re-
4 quested Federal land under subsection (a) or (b) of section
5 3, the provisions of the Lakeview Lodge Management
6 Agreement, Red Willow Management Agreement, and
7 Swanson Management Agreement, as applicable, and any
8 applicable permits, shall remain in force and effect.

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

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

15 (1) the National Environmental Policy Act of
16 1969 (42 U.S.C. 4321 et seq.);

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

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

21 (4) any other applicable laws.

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

1 to management of the conveyed requested Federal land,
2 as applicable.

3 **SECTION 1. SHORT TITLE.**

4 *This Act may be cited as the “Swanson and Hugh But-*
5 *ler Reservoirs Land Conveyances Act”.*

6 **SEC. 2. DEFINITIONS.**

7 *In this Act:*

8 (1) *FAIR MARKET VALUE.*—*The term “fair mar-*
9 *ket value”, with respect to a specified property right,*
10 *means the most probable price, as of a specified date,*
11 *in cash, terms equivalent to cash, or other precisely*
12 *revealed terms, for which the specified property right*
13 *should sell after reasonable exposure in a competitive*
14 *market under all conditions requisite for a fair sale,*
15 *with the buyer and seller each acting prudently,*
16 *knowledgeably, and in the self-interest of the buyer or*
17 *seller, as applicable, and assuming that the buyer and*
18 *seller are not under undue duress.*

19 (2) *FRONTIER COUNTY.*—*The term “Frontier*
20 *County” means Frontier County, Nebraska, acting*
21 *through the Board of Commissioners of Frontier*
22 *County.*

23 (3) *HITCHCOCK COUNTY.*—*The term “Hitchcock*
24 *County” means Hitchcock County, Nebraska, acting*

1 *through the Board of Commissioners of Hitchcock*
2 *County.*

3 (4) *HUGH BUTLER RESERVOIR.*—*The term*
4 *“Hugh Butler Reservoir” means the Hugh Butler*
5 *Lake and Red Willow Dam constructed as part of the*
6 *Pick-Sloan Missouri Basin Program, Frenchman-*
7 *Cambridge Division, as authorized by section 9 of the*
8 *Act of December 22, 1944 (commonly known as the*
9 *“Flood Control Act of 1944”) (58 Stat. 891, chapter*
10 *665).*

11 (5) *LAKEVIEW LODGE MANAGEMENT AGREE-*
12 *MENT.*—*The term “Lakeview Lodge Management*
13 *Agreement” means the management agreement enti-*
14 *tled “Management Agreement between the Bureau of*
15 *Reclamation, et al., for the Development, Operation,*
16 *and Maintenance of a Concession Operation at Swan-*
17 *son Reservoir, Nebraska”, numbered 23-LM-60-4160,*
18 *and dated November 1, 2023.*

19 (6) *LAKEVIEW LODGE PERMITTED CONCESSION*
20 *LAND.*—*The term “Lakeview Lodge Permitted Conces-*
21 *sion Land” means the approximately 21.5 acres of*
22 *land and water for the operation of a public conces-*
23 *sion at Swanson Reservoir, as generally depicted on*
24 *the map prepared by the Bureau of Reclamation enti-*

1 *tled “Lakeview Lodge Concession Boundary” and*
2 *dated August 2023.*

3 (7) *RED WILLOW MANAGEMENT AGREEMENT.—*
4 *The term “Red Willow Management Agreement”*
5 *means the management agreement entitled “Manage-*
6 *ment Agreement between the Bureau of Reclamation,*
7 *et al., for the Development, Management, Operation,*
8 *and Maintenance of a Concession Operation at Hugh*
9 *Butler Reservoir, Nebraska”, numbered 24-LM-60-*
10 *5155, and dated March 7, 2024.*

11 (8) *RED WILLOW PERMITTED CABIN LAND.—The*
12 *term “Red Willow Permitted Cabin Land” means the*
13 *approximately 6.5 acres of land encompassing the 8*
14 *permitted cabin lots at the Hugh Butler Reservoir, as*
15 *generally depicted on the map prepared by the Bu-*
16 *reau of Reclamation entitled “Red Willow Cabin*
17 *Map” and dated March 2024.*

18 (9) *RED WILLOW PERMITTED CONCESSION*
19 *LAND.—The term “Red Willow Permitted Concession*
20 *Land” means the approximately 23 acres of land and*
21 *water for the operation of a public service concession*
22 *at the Hugh Butler Reservoir, as generally depicted*
23 *on the map prepared by the Bureau of Reclamation*
24 *entitled “Red Willow Concession Boundary” and*
25 *dated August 2023.*

1 (10) *REQUESTED FEDERAL LAND.*—*The term*
2 *“requested Federal land” means each of the following*
3 *parcels of land, or any subset of those parcels, with*
4 *respect to which a title transfer agreement is executed:*

5 (A) *The Lakeview Lodge Permitted Conces-*
6 *sion Land.*

7 (B) *The Red Willow Permitted Cabin 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 (11) *SECRETARY.*—*The term “Secretary” means*
14 *the Secretary of the Interior, acting through the Com-*
15 *missioner of Reclamation.*

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

18 (13) *SWANSON MANAGEMENT AGREEMENT.*—*The*
19 *term “Swanson Management Agreement” means the*
20 *management agreement entitled “Management Agree-*
21 *ment between the Bureau of Reclamation, et al., for*
22 *the Development, Management, Operation, and Main-*
23 *tenance of a Concession Operation at Swanson Res-*
24 *ervoir, Nebraska”, numbered 24-LM-60-5154, and*
25 *dated April 19, 2024.*

1 (14) *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, as*
5 *generally depicted on the map prepared by the Bu-*
6 *reau of Reclamation entitled “Swanson Cabin Map”*
7 *and dated March 2024.*

8 (15) *SWANSON PERMITTED CONCESSION LAND.*—
9 *The term “Swanson Permitted Concession Land”*
10 *means the approximately 20 acres of land and water*
11 *for the operation of a public service concession at the*
12 *Swanson Reservoir, as generally depicted on the map*
13 *prepared by the Bureau of Reclamation entitled*
14 *“Swanson Concession Boundary” and dated August*
15 *2023.*

16 (16) *SWANSON RESERVOIR.*—*The term “Swanson*
17 *Reservoir” means the Swanson Reservoir and Trenton*
18 *Dam constructed as part of the Pick-Sloan Missouri*
19 *Basin Program, Frenchman-Cambridge Division, as*
20 *authorized by section 9 of the Act of December 22,*
21 *1944 (commonly known as the “Flood Control Act of*
22 *1944”)* (58 Stat. 891, chapter 665).

23 (17) *TITLE TRANSFER AGREEMENT.*—*The term*
24 *“title transfer agreement” means a title transfer*
25 *agreement entered into under section 3(a)(1) between*

1 *the Secretary and Frontier County or Hitchcock*
2 *County, as applicable, that establishes the legal, insti-*
3 *tutional, and financial terms for the conveyance of*
4 *the applicable requested Federal land.*

5 **SEC. 3. CONVEYANCES OF FEDERAL LAND TO HITCHCOCK**
6 **COUNTY AND FRONTIER COUNTY, NEBRASKA.**

7 *(a) CONVEYANCES TO HITCHCOCK COUNTY AND FRON-*
8 *TIER COUNTY.—*

9 *(1) TITLE TRANSFER AGREEMENT.—Subject to*
10 *paragraphs (2) and (5) and sections 4 and 5, not*
11 *later than 3 years after the date of enactment of this*
12 *Act, the Secretary shall make good faith efforts to*
13 *enter into negotiations for, and enter into, title trans-*
14 *fer agreements with each of Hitchcock County and*
15 *Frontier County—*

16 *(A) under which the Secretary shall convey*
17 *to Hitchcock County or Frontier County, as ap-*
18 *plicable, all requested right, title, and interest of*
19 *the United States in and to the applicable re-*
20 *quested Federal land;*

21 *(B) that provides that, as a condition of the*
22 *conveyance, the applicable requested Federal*
23 *land—*

24 *(i) shall be conveyed in whole; and*

25 *(ii) shall not be subdivided; and*

1 (C) that provides a plan for—

2 (i) a demonstration of—

3 (I) the technical capability of
4 Hitchcock County or Frontier County,
5 as applicable, to operate and maintain
6 the applicable requested Federal land
7 permanently; and

8 (II) the ability of Hitchcock
9 County or Frontier County, as appli-
10 cable, to satisfy financial obligations
11 relating to the applicable requested
12 Federal land; and

13 (ii) the management by Hitchcock
14 County or Frontier County, as applicable,
15 of the applicable requested Federal land to
16 be conveyed in accordance with the applica-
17 ble title transfer agreement, including ad-
18 dressing any issues to ensure compliance
19 with applicable State fire, safety, and
20 health codes and standards not later than 2
21 years after the date of the applicable con-
22 veyance.

23 (2) REQUIREMENT.—Notwithstanding section
24 8002(3)(B) of the John D. Dingell, Jr. Conservation,
25 Management, and Recreation Act (43 U.S.C.

1 2902(3)(B)), the Secretary shall negotiate the title
2 transfer agreement under paragraph (1) in accord-
3 ance with the criteria, terms, and conditions described
4 in subtitle A of title VIII of that Act (43 U.S.C. 2901
5 et seq.).

6 (3) OFFER TO CONVEY.—As soon as practicable
7 after the date on which a title transfer agreement is
8 entered into pursuant to paragraph (1), the Secretary
9 shall offer to convey to Hitchcock County or Frontier
10 County, as applicable, all right, title, and interest of
11 the United States in and to the applicable requested
12 Federal land, in accordance with the terms and con-
13 ditions described in the applicable title transfer agree-
14 ment.

15 (4) COSTS.—

16 (A) CONSIDERATION.—

17 (i) IN GENERAL.—As consideration for
18 the conveyance of the applicable requested
19 Federal land under paragraph (3), Hitch-
20 cock County or Frontier County, as appli-
21 cable, shall pay to the Secretary, for use in
22 accordance with clause (iii), an amount
23 equal to the fair market value of the appli-
24 cable requested Federal land, as determined
25 by an appraisal conducted—

1 (I) *in accordance with clause (ii);*

2 (II) *by a third-party appraiser*

3 *approved by the Secretary; and*

4 (III) *subject to the management*

5 *requirements under paragraph (5) and*

6 *section 4.*

7 (ii) *APPRAISAL REQUIREMENTS.—*

8 (I) *IN GENERAL.—An appraisal*

9 *under clause (i) shall be conducted in*

10 *accordance with the Uniform Stand-*

11 *ards of Professional Appraisal Prac-*

12 *tice.*

13 (II) *IMPROVEMENTS.—For pur-*

14 *poses of clause (i), any improvements*

15 *to the applicable requested Federal*

16 *land made by a permit holder shall not*

17 *be included in the appraised value of*

18 *the applicable requested Federal land.*

19 (III) *RESOLUTION OF DISPUTE.—*

20 *Any dispute over the fair market value*

21 *of the applicable requested Federal*

22 *land under an appraisal conducted*

23 *under clause (i) shall be resolved in ac-*

24 *cordance with section 2201.4 of title*

1 43, Code of Federal Regulations (or a
2 successor regulation).

3 (IV) CONSIDERATION OF REVE-
4 NUES.—An appraisal under clause (i)
5 shall take into consideration any fu-
6 ture income stream that the United
7 States would have derived from the ap-
8 plicable requested Federal land at the
9 time of the conveyance, including reve-
10 nues to the 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 (iii) USE.—Amounts paid under
20 clause (i) shall be available to the Secretary,
21 subject to further appropriation, for activi-
22 ties relating to the operation of the Hugh
23 Butler Reservoir and Swanson Reservoir.

24 (B) CONVEYANCE COSTS.—As a condition of
25 a conveyance under paragraph (3), Hitchcock

1 *County or Frontier County, as applicable, shall*
2 *be responsible for paying, in advance of the con-*
3 *veyance of the applicable requested Federal land,*
4 *all survey and other administrative costs, as de-*
5 *termined to be necessary by the Secretary, for the*
6 *preparation and completion of transfer of title*
7 *to, the applicable requested Federal land.*

8 (5) *MANAGEMENT.*—*Hitchcock County and*
9 *Frontier County shall each manage the applicable re-*
10 *quested Federal land conveyed to Hitchcock County or*
11 *Frontier County, as applicable, under paragraph*
12 (3)—

13 (A) *for substantially the same purposes for*
14 *which the applicable requested Federal land is*
15 *being used as of the date of enactment of this*
16 *Act; or*

17 (B) *for—*

18 (i) *recreation and public purposes con-*
19 *sistent with the Act of June 14, 1926 (com-*
20 *monly known as the “Recreation and Public*
21 *Purposes Act”) (44 Stat. 741, chapter 578;*
22 *43 U.S.C. 869 et seq.);*

23 (ii) *public access;*

24 (iii) *fish and wildlife habitat; or*

1 (iv) the preservation of the natural
2 character of the applicable requested Federal
3 land.

4 (b) *SUBSEQUENT CONVEYANCE OF REQUESTED FED-*
5 *ERAL LAND.—*

6 (1) *IN GENERAL.—*Except as provided in para-
7 graph (2), on completion of a conveyance to Hitchcock
8 County or Frontier County, as applicable, of the ap-
9 plicable requested Federal land under subsection (a),
10 Hitchcock County or Frontier County, as applicable,
11 may not subsequently reconvey the applicable re-
12 quested Federal land.

13 (2) *EXCEPTIONS.—*Notwithstanding paragraph
14 (1), Hitchcock County or Frontier County, as appli-
15 cable, may subsequently convey the applicable re-
16 quested Federal land if—

17 (A) the applicable requested Federal land is
18 reconveyed, at no cost, to an entity located in the
19 State that is recognized by the State as a pub-
20 licly owned or governmental organization, in-
21 cluding—

22 (i) a State agency;

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

25 (iii) a natural resource district; and

1 (iv) an irrigation or reclamation dis-
2 trict;

3 (B) Hitchcock County or Frontier County,
4 as applicable, has demonstrated an impending
5 adverse impact if the applicable requested Fed-
6 eral land is not reconveyed;

7 (C) the entity to which the applicable re-
8 quested Federal land would be reconveyed has the
9 capacity to continue to manage the applicable
10 requested Federal land for the same purposes for
11 which the applicable requested Federal land has
12 been managed as of the date of enactment of this
13 Act; and

14 (D) the applicable requested Federal land to
15 be reconveyed would continue to be available for
16 public access.

17 (3) *FUTURE CONVEYANCES.*—A subsequent con-
18 veyance of requested Federal land shall be subject to
19 the requirements of this subsection and subsection
20 (a)(5).

21 **SEC. 4. EFFECT ON RESERVATIONS, EASEMENTS, AND**
22 **OTHER RIGHTS.**

23 (a) *IN GENERAL.*—A conveyance under section 3(a)
24 shall be subject to—

25 (1) valid existing rights;

1 (2) *operational requirements of the Pick-Sloan*
2 *Missouri River Basin Program authorized by section*
3 *9 of the Act of December 22, 1944 (commonly known*
4 *as the “Flood Control Act of 1944”) (58 Stat. 891,*
5 *chapter 665), including Swanson Reservoir and Hugh*
6 *Butler Reservoir;*

7 (3) *any flowage easement reserved by the United*
8 *States to allow full operation of the Swanson Res-*
9 *ervoir and Hugh Butler Reservoir, as applicable, for*
10 *authorized purposes;*

11 (4) *any applicable reservations described in the*
12 *Lakeview Lodge Management Agreement, Red Willow*
13 *Management Agreement, or Swanson Management*
14 *Agreement, as applicable;*

15 (5) *oil, gas, and other mineral rights reserved of*
16 *record, as of the date of enactment of this Act, by, or*
17 *in favor of, the United States or a third party;*

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

23 (7) *as applicable, a deed restriction that pro-*
24 *hibits building any new permanent structure on the*

1 applicable requested Federal land below an elevation
2 of—

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

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

5 and

6 (8) the granting of applicable easements for—

7 (A) vehicular access to the applicable re-
8 quested Federal land; and

9 (B) access to, and use of, all docks, boat-
10 houses, ramps, retaining walls, and other im-
11 provements for which access is provided in a per-
12 mit for the use of the applicable requested Fed-
13 eral land as of the date of enactment of this Act.

14 (b) *LIABILITY; TAKING.*—

15 (1) *LIABILITY.*—The United States shall not be
16 liable for flood damage to a property, Hitchcock
17 County, or Frontier County, or for damages arising
18 out of any act, omission, or occurrence relating to a
19 permit holder, Hitchcock County, or Frontier County,
20 other than for damages caused by an act or omission
21 of the United States or an employee, agent, or con-
22 tractor of the United States before the date of enact-
23 ment of this Act.

24 (2) *HOLD HARMLESS.*—Hitchcock County, Fron-
25 tier County, and any entity to which requested Fed-

1 *eral land is subsequently conveyed pursuant to section*
2 *3(b)(2) shall agree to indemnify and hold harmless*
3 *the United States for all claims by Hitchcock County,*
4 *Frontier County, or others arising from—*

5 *(A) the design, construction, operation,*
6 *maintenance, or replacement of Red Willow*
7 *Dam, Hugh Butler Reservoir, Trenton Dam, or*
8 *Swanson Reservoir;*

9 *(B) the survey of claims, description of*
10 *claims, delineation of boundaries, conveyance*
11 *documents, conveyance process, and recording of*
12 *deeds associated with a conveyance under this*
13 *Act; or*

14 *(C) any damages associated with a struc-*
15 *ture or land that may be displaced in a flood*
16 *event.*

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

22 *(4) TAKING.—Any temporary flooding or flood*
23 *damage to a property, Hitchcock County, or Frontier*
24 *County, shall not be considered to be a taking by the*
25 *United States.*

1 **SEC. 5. INTERIM REQUIREMENTS.**

2 (a) *IN GENERAL.*—During the period beginning on the
3 date of enactment of this Act and ending on the date that
4 is the later of the date that is 3 years after the date of enact-
5 ment of this Act or the date of conveyance of the applicable
6 requested Federal land under section 3(a), the provisions
7 of the Lakeview Lodge Management Agreement, Red Willow
8 Management Agreement, and Swanson Management Agree-
9 ment, as applicable, and any applicable permits, shall re-
10 main in force and effect.

11 (b) *EFFECT OF FAILURE TO ENTER INTO TITLE*
12 *TRANSFER AGREEMENT.*—If, by the date that is 3 years
13 after the date of enactment of this Act, Hitchcock County
14 or Frontier County, as applicable, have not entered into
15 a title transfer agreement with the Secretary under section
16 3(a)(1), the Secretary shall manage any of the Lakeview
17 Lodge Permitted Concession Land, the Red Willow Per-
18 mitted Cabin Land, the Red Willow Permitted Concession
19 Land, the Swanson Permitted Cabin Land, and the Swan-
20 son Permitted Concession Land, as applicable, that is not
21 subject to a title transfer agreement in accordance with ap-
22 plicable law.

Calendar No. 623

118TH CONGRESS
2^D SESSION

S. 4347

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.

NOVEMBER 21, 2024

Reported with an amendment