

118TH CONGRESS  
2D SESSION

**S.** \_\_\_\_\_

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.

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IN THE SENATE OF THE UNITED STATES

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\_\_\_\_\_ introduced the following bill; which was read twice and referred to the Committee on \_\_\_\_\_

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**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  
10 right, means the most probable price, as of a speci-

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

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

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

18           (4) HUGH BUTLER RESERVOIR.—The term  
19       “Hugh Butler Reservoir” means the Hugh Butler  
20       Lake and Red Willow Dam constructed as part of  
21       the Pick-Sloan Missouri Basin Program, French-  
22       man-Cambridge Division, as authorized by section 9  
23       of the Act of December 22, 1944 (commonly known  
24       as the “Flood Control Act of 1944”) (58 Stat. 891,  
25       chapter 665).

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

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

14                 (A) located in the NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> sec. 9, T. 2  
15                 N., R. 34 W., sixth principal meridian;

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

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

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

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

1 (B) that is located on—

2 (i) the Lakeview Lodge Permitted  
3 Concession Land;

4 (ii) the Red Willow Permitted Cabin  
5 Land;

6 (iii) the Red Willow Permitted Con-  
7 cession Land;

8 (iv) the Swanson Permitted Cabin  
9 Land; or

10 (v) the Swanson Permitted Concession  
11 Land.

12 (8) RED WILLOW MANAGEMENT AGREEMENT.—

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

20 (9) RED WILLOW PERMITTED CABIN LAND.—

21 The term “Red Willow Permitted Cabin Land”  
22 means the approximately 6.5 acres of land encom-  
23 passing the 8 permitted cabin lots at the Hugh But-  
24 ler Reservoir—

1 (A) located in the S<sup>1</sup>/<sub>2</sub> sec. 35, T. 5 N., R.  
2 30 W., sixth principal meridian;

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

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

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

14 (A) located in the E<sup>1</sup>/<sub>2</sub> sec. 25, T. 5 N., R.  
15 30 W., sixth principal meridian;

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

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

22 (11) REQUESTED FEDERAL LAND.—The term  
23 “requested Federal land” means each of the fol-  
24 lowing parcels of land, or any subset of those par-

1 cels, with respect to which a title transfer agreement  
2 is executed:

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

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

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

9 (D) The Swanson Permitted Cabin Land.

10 (E) The Swanson Permitted Concession  
11 Land.

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

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

17 (14) SWANSON MANAGEMENT AGREEMENT.—  
18 The term “Swanson Management Agreement”  
19 means the management agreement entitled “Man-  
20 agement Agreement between the Bureau of Rec-  
21 lamation, et al., for the Development, Management,  
22 Operation, and Maintenance of Concession Oper-  
23 ation at Swanson Reservoir”, numbered 23–LM–60–  
24 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 N $\frac{1}{2}$  sec. 18, S $\frac{1}{2}$  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 N $\frac{1}{2}$  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 (i);

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       requested 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-  
22ervoir 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.