AN ACT

H. R. 2399

To provide for the settlement of land claims of the Catawba Tribe of Indians in the State of South Carolina and the restoration of the Federal trust relationship with the Tribe, and for other purposes.

Passed October 4 (legislative day, September 27), 1993

Read twice and ordered to be placed on the calendar
AN ACT

To provide for the settlement of land claims of the Catawba Tribe of Indians in the State of South Carolina and the restoration of the Federal trust relationship with the Tribe, and for other purposes.

1 Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

2 SEC 1. SHORT TITLE.

3 This Act may be cited as the “Catawba Indian Tribe of South Carolina Land Claims Settlement Act of 1993”.

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SEC. 2. DECLARATION OF POLICY, CONGRESSIONAL FINDINGS AND PURPOSE.

(a) Findings.—The Congress declares and finds that:

(1) It is the policy of the United States to promote tribal self-determination and economic self-sufficiency and to support the resolution of disputes over historical claims through settlements mutually agreed to by Indian and non-Indian parties.

(2) There is pending before the United States District Court for the District of South Carolina a lawsuit disputing ownership of approximately 140,000 acres of land in the State of South Carolina and other rights of the Catawba Indian Tribe under Federal law.

(3) The Catawba Indian Tribe initiated a related lawsuit against the United States in the United States Court of Federal Claims seeking monetary damages.

(4) Some of the significant historical events which have led to the present situation include:

(A) In treaties with the Crown in 1760 and 1763, the Tribe ceded vast portions of its aboriginal territory in the present States of North and South Carolina in return for guaran-
tees of being quietly settled on a 144,000-acre reservation.

(B) The Tribe’s district court suit contended that in 1840 the Tribe and the State entered into an agreement without Federal approval or participation whereby the Tribe ceded its treaty reservation to the State, thereby giving rise to the Tribe’s claim that it was dispossessed of its lands in violation of Federal law.

(C) In 1943, the United States entered into an agreement with the Tribe and the State to provide services to the Tribe and its members. The State purchased 3,434 acres of land and conveyed it to the Secretary in trust for the Tribe and the Tribe organized under the Indian Reorganization Act.

(D) In 1959, when Congress enacted the Catawba Tribe of South Carolina Division of Assets Act (25 U.S.C. 931-938), Federal agents assured the Tribe that if the Tribe would release the Government from its obligation under the 1943 agreement and agree to Federal legislation terminating the Federal trust relationship and liquidating the 1943 res-
ervation, the status of the Tribe's land claim would not be jeopardized by termination.

(E) In 1980, the Tribe initiated Federal court litigation to regain possession of its treaty lands and in 1986, the United States Supreme Court ruled in South Carolina against Catawba Indian Tribe that the 1959 Act resulted in the application of State statutes of limitations to the Tribe's land claim. Two subsequent decisions of the United States Court of Appeals for the Fourth Circuit have held that some portion of the Tribe's claim is barred by State statutes of limitations and that some portion is not barred.

(5) The pendency of these lawsuits has led to substantial economic and social hardship for a large number of landowners, citizens and communities in the State of South Carolina, including the Catawba Indian Tribe. Congress recognizes that if these claims are not resolved, further litigation against tens of thousands of landowners would be likely; that any final resolution of pending disputes through a process of litigation would take many years and entail great expenses to all parties; continue eco-

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long uncertainty as to the ownership of property; and seriously impair long-term economic planning and development for all parties.

(6) The 102d Congress has enacted legislation suspending until October 1, 1993, the running of any unexpired statute of limitation applicable to the Tribe’s land claim in order to provide additional time to negotiate settlement of these claims.

(7) It is recognized that both Indian and non-Indian parties enter into this settlement to resolve the disputes raised in these lawsuits and to derive certain benefits. The parties’ Settlement Agreement constitutes a good faith effort to resolve these lawsuits and other claims and requires implementing legislation by the Congress of the United States, the General Assembly of the State of South Carolina, and the governing bodies of the South Carolina counties of York and Lancaster.

(8) To advance the goals of the Federal policy of Indian self-determination and restoration of terminated Indian Tribes, and in recognition of the United States obligation to the Tribe and the Federal policy of settling historical Indian claims through comprehensive settlement agreements, it is appropriate that the United States participate in the
funding and implementation of the Settlement Agreement.

(b) PURPOSE.—It is the purpose of this Act—

(1) to approve, ratify, and confirm the Settlement Agreement entered into by the non-Indian settlement parties and the Tribe, except as otherwise provided by this Act;

(2) to authorize and direct the Secretary to implement the terms of such Settlement Agreement;

(3) to authorize the actions and appropriations necessary to implement the provisions of the Settlement Agreement and this Act;

(4) to remove the cloud on titles in the State of South Carolina resulting from the Tribe’s land claim; and

(5) to restore the trust relationship between the Tribe and the United States.

SEC. 3. DEFINITIONS.

For purposes of this Act:

(1) The term “Tribe” means the Catawba Indian Tribe of South Carolina as constituted in aboriginal times, which was party to the Treaty of Pine Tree Hill in 1760 as confirmed by the Treaty of Augusta in 1763, which was party also to the Treaty of Nation Ford in 1840, and which was the
subject of the Termination Act, and all predecessors
and successors in interest, including the Catawba In-
dian Tribe of South Carolina, Inc.

(2) The term “claim” or “claims” means any
claim which was asserted by the Tribe in either Suit,
and any other claim which could have been asserted
by the Tribe or any Catawba Indian of a right, title
or interest in property, to trespass or property dam-
ages, or of hunting, fishing or other rights to natu-
ral resources, if such claim is based upon aboriginal
title, recognized title, or title by grant, patent, or
treaty including the Treaty of Pine Tree Hill of
1760, the Treaty of Augusta of 1763, or the Treaty
of Nation Ford of 1840.

(3) The term “Executive Committee” means
the body of the Tribe composed of the Tribe’s execu-
tive officers as selected by the Tribe in accordance
with its constitution.

(4) The term “Existing Reservation” means
that tract of approximately 630 acres conveyed to
the State in trust for the Tribe by J.M. Doby on
December 24, 1842, by deed recorded in York Coun-

(5) The term “General Council” means the
membership of the Tribe convened as the Tribe’s
governing body for the purpose of conducting tribal
business pursuant to the Tribe's constitution.

(6) The term "Member" means individuals who
are currently members of the Tribe or who are en-
rolled in accordance with this Act.

(7) The term "Reservation" or "Expanded Res-
ervation" means the Existing Reservation and the
lands added to the Existing Reservation in accord-
ance with section 12 of this Act, which are to be
held in trust by the Secretary in accordance with
this Act.

(8) The term "Secretary" means the Secretary
of the Interior.

(9) The term "service area" means the area
composed of the State of South Carolina and
Cabarrus, Cleveland, Gaston, Mecklenburg, Ruther-
ford, and Union counties in the State of North
Carolina.

(10) The term "Settlement Agreement" means
the document entitled "Agreement in Principle" be-
tween the Tribe and the State of South Carolina and
attached to the copy of the State Act and filed with
the Secretary of State of the State of South Caro-
lina, as amended to conform to this Act and printed
in the Congressional Record.
(11) The term “State” means, except for section 6 (a) through (f), the State of South Carolina.

(12) The term “State Act” means the Act enacted into law by the State of South Carolina on June 14, 1993, and codified as S.C. Code Ann., sections 27-16-10 through 27-16-140, to implement the Settlement Agreement.

(13) The term “Suit” or “Suits” means Catawba Indian Tribe of South Carolina v. State of South Carolina, et al., docketed as Civil Action No. 80-2050 and filed in the United States District Court for the District of South Carolina; and Catawba Indian Tribe of South Carolina v. The United States of America, docketed as Civil Action No. 90-553L and filed in the United States Court of Federal Claims.

(14) The term “Termination Act” means the Act entitled “An Act to provide for the division of the tribal assets of the Catawba Indian Tribe of South Carolina among the members of the Tribe and for other purposes”, approved September 21, 1959 (73 Stat. 592; 25 U.S.C. 931-938).

(15) The term “transfer” includes (but is not limited to) any voluntary or involuntary sale, grant, lease, allotment, partition, or other conveyance; any
transaction the purpose of which was to effect a
sale, grant, lease, allotment, partition, or convey-
ance; and any act, event or circumstance that re-
sulted in a change in title to, possession of, domin-
ion over, or control of land, water, minerals, timber,
or other natural resources.

(16) The term “Trust Funds” means the trust
funds established by section 11 of this Act.

SEC. 4. RESTORATION OF FEDERAL TRUST RELATIONSHIP.

(a) Restoration of the Federal Trust Rela-
tionship and Approval, Ratification, and Con-
firmation of the Settlement Agreement.—On the
effective date of this Act—

(1) the trust relationship between the Tribe and
the United States is restored; and

(2) the Settlement Agreement and the State
Act are approved, ratified, and confirmed by the
United States to effectuate the purposes of this Act,
and shall be complied with in the same manner and
to the same extent as if they had been enacted into
Federal law.

(b) Eligibility for Federal Benefits and
Services.—Notwithstanding any other provision of law,
on the effective date of this Act, the Tribe and the Mem-
ers shall be eligible for all benefits and services furnished
to federally recognized Indian tribes and their members because of their status as Indians. On the effective date of this Act, the Secretary shall enter the Tribe on the list of federally recognized bands and tribes maintained by the Department of the Interior; and its members shall be entitled to special services, educational benefits, medical care, and welfare assistance provided by the United States to Indians because of their status as Indians, and the Tribe shall be entitled to the special services performed by the United States for tribes because of their status as Indian tribes. For the purpose of eligibility for Federal services made available to members of federally recognized Indian tribes because of their status as Indian tribal members, Members of the Tribe in the Tribe's service area shall be deemed to be residing on or near a reservation.

(c) Repeal of Termination Act.—The Termination Act is repealed.

(d) Effect on Property Rights and Other Obligations.—Except as otherwise specifically provided in this Act, this Act shall not affect any property right or obligation or any contractual right or obligation in existence before the effective date of this Act, or any obligation for taxes levied before that date.

(e) Extent of Jurisdiction.—This Act shall not be construed to empower the Tribe with special jurisdic-
tion or to deprive the State of jurisdiction other than as expressly provided by this Act or by the State Act. The jurisdiction and governmental powers of the Tribe shall be solely those set forth in this Act and the State Act.

**SEC. 5. SETTLEMENT FUNDS.**

(a) **Authorization for Appropriation.**—There is hereby authorized to be appropriated $32,000,000 for the Federal share which shall be deposited in the trust funds established pursuant to section 11 of this Act or paid pursuant to section 6(g).

(b) **Disbursement in Accordance with Settlement Agreement.**—The Federal funds appropriated pursuant to this Act shall be disbursed in four equal annual installments of $8,000,000 beginning in the fiscal year following enactment of this Act. Funds transferred to the Secretary from other sources shall be deposited in the trust funds established pursuant to section 11 of this Act or paid pursuant to section 6(g) within 30 days of receipt by the Secretary.

(c) **Federal, State, Local and Private Contributions Held in Trust by Secretary.**—The Secretary shall, on behalf of the Tribe, collect those contributions toward settlement appropriated or received by the State pursuant to section 5.2 of the Settlement Agreement and shall either hold such funds totalling $18,000,000, to-
together with the Federal funds appropriated pursuant to this Act, in trust for the Tribe pursuant to the provisions of section 11 of this Act or pay such funds pursuant to section 6(g) of this Act.

(d) Nonpayment of State, Local, or Private Contributions.—The Secretary shall not be accountable or incur any liability for the collection, deposit, or management of the non-Federal contributions made pursuant to section 5.2 of the Settlement Agreement, or payment of such funds pursuant to section 6(g) of this Act, until such time as such funds are received by the Secretary.

SEC. 6. RATIFICATION OF PRIOR TRANSFERS; EXTINGUISHMENT OF ABORIGINAL TITLE, RIGHTS AND CLAIMS.

(a) Ratification of Transfers.—Any transfer of land or natural resources located anywhere within the United States from, by, or on behalf of the Tribe, any one or more of its Members, or anyone purporting to be a Member, including but without limitation any transfer pursuant to any treaty, compact, or statute of any State, shall be deemed to have been made in accordance with the Constitution and all laws of the United States, and Congress hereby approves and ratifies any such transfer effective as of the date of such transfer. Nothing in this section shall be construed to affect, eliminate, or revive
the personal claim of any individual Member (except for any Federal common law fraud claim) which is pursued under any law of general applicability that protects non-Indians as well as Indians.

(b) Aboriginal Title.—To the extent that any transfer of land or natural resources described in subsection (a) of this section may involve land or natural resources to which the Tribe, any of its Members, or anyone purporting to be a Member, or any other Indian, Indian nation, or Tribe or band of Indians had aboriginal title, subsection (a) of this section shall be regarded as an extinguishment of aboriginal title as of the date of such transfer.

(c) Extinction of Claims.—By virtue of the approval and ratification of any transfer of land or natural resources effected by this section, or the extinguishment of aboriginal title effected thereby, all claims against the United States, any State or subdivision thereof, or any other person or entity, by the Tribe, any of its Members, or anyone purporting to be a Member, or any predecessors or successors in interest thereof or any other Indian, Indian Nation, or tribe or band of Indians, arising at the time of or subsequent to the transfer and based on any interest in or right involving such land or natural resources, including without limitation claims for trespass
1 damages or claims for use and occupancy, shall be deemed
2 extinguished as of the date of the transfer.
3 (d) EXTINGUISHMENT OF TITLE.— (1) All claims and
4 all right, title, and interest that the Tribe, its Members,
5 or any person or group of persons purporting to be Ca-
6 tawba Indians may have to aboriginal title, recognized
7 title, or title by grant, patent, or treaty to the lands lo-
8 cated anywhere in the United States are hereby extin-
9 guished.
10 (2) This extinguishment of claims shall also extin-
11 guish title to any hunting, fishing, or water rights or
12 rights to any other natural resource claimed by the Tribe
13 or a Member based on aboriginal or treaty recognized title,
14 and all trespass damages and other damages associated
15 with use, occupancy or possession, or entry upon such
16 lands.
17 (e) BAR TO FUTURE CLAIMS.— The United States is
18 hereby barred from asserting by or on behalf of the Tribe
19 or any of its Members, or anyone purporting to be a Mem-
20 ber, any claim arising before the effective date of this Act
21 from the transfer of any land or natural resources by deed
22 or other grant, or by treaty, compact, or act of law, on
23 the grounds that such transfer was not made in accord-
24 ance with the laws of South Carolina or the Constitution
25 or laws of the United States.
(f) **No Derogation of Fee Simple in Existing Reservation, or Effect on Members’ Fee Interests.**—Nothing in this Act shall be construed to diminish or derogate from the Tribe’s estate in the Existing Reservation; or to divest or disturb title in any land conveyed to any person or entity as a result of the Termination Act and the liquidation and partition of tribal lands; or to divest or disturb the right, title and interest of any Member in any fee simple, leasehold or remainder estate or any equitable or beneficial right or interest any such Member may own individually and not as a Member of the Tribe.

(g) **Costs and Attorneys’ Fees.**—The parties to the Suits shall bear their own costs and attorneys’ fees. As provided by section 6.4 of the Settlement Agreement, the Secretary shall pay to the Tribe’s attorneys in the Suits attorneys’ fees and expenses from, and not to exceed 10 percent of, the $50,000,000 obligated for payment to the Tribe by Federal, State, local, and private parties pursuant to section 5 of the Settlement Agreement.

(h) **Personal Claims Not Affected.**—Nothing in this section shall be deemed to affect, diminish, or eliminate the personal claim of any individual Indian which is pursued under any law of general applicability (other than Federal common law fraud) that protects non-Indians as well as Indians.
(i) F E D E R A L  P A Y M E N T. — I n the event any of the Federal payments are not paid as set forth in section 5, such failure to pay shall give rise to a cause of action by the Tribe against the United States for money damages for the amount authorized to be paid to the Tribe in section 5(a) in settlement of the Tribe’s claim, and the Tribe is authorized to bring an action in the United States Court of Claims for such funds plus applicable interest. The United States hereby waives any affirmative defense to such action.

(j) S T A T E  P A Y M E N T. — I n the event any of the State payments are not paid as set forth in section 5 of this Act, such failure to pay shall give rise to a cause of action in the United States District Court for the District of South Carolina by the Tribe against the State of South Carolina for money damages for the amount authorized to be paid to the Tribe by the State in § 27-16-50 (A) of the State Act in settlement of the Tribe’s claim. Pursuant to § 27-16-50 (E) of the State Act, the State of South Carolina waives any Eleventh Amendment immunity to such action.


(a) B A S E  M E M B E R S H I P  R O L L  C R I T E R I A. — Within one year after enactment of this section, the Tribe shall submit to the Secretary, for approval, its base membership
roll. An individual is eligible for inclusion on the base membership roll if that individual is living on the date of enactment of this Act and—

(1) is listed on the membership roll published by the Secretary in the Federal Register on February 25, 1961 (26 FR 1680-1688, “Notice of Final Membership Roll”), and is not excluded under the provisions of subsection (c);

(2) the Executive Committee determines, based on the criteria used to compile the roll referred to in paragraph (1), that the individual should have been included on the membership roll at that time, but was not; or

(3) is a lineal descendant of a Member whose name appeared or should have appeared on the membership roll referred to in paragraph (1).

(b) BASE MEMBERSHIP ROLL NOTICE.—Within 90 days after the enactment of this Act, the Secretary shall publish in the Federal Register, and in three newspapers of general circulation in the Tribe’s service area, a notice stating—

(1) that a base membership roll is being prepared by the Tribe and that the current membership roll is open and will remain open for a period of 90 days;
(2) the requirements for inclusion on the base membership roll;
(3) the final membership roll published by the Secretary in the Federal Register on February 25, 1961;
(4) the current membership roll as prepared by the Executive Committee and approved by the General Council; and
(5) the name and address of the tribal or Federal official to whom inquiries should be made.

(c) Completion of Base Membership Roll.—Within 120 days after publication of notice under subsection (b), the Secretary, after consultation with the Tribe, shall prepare and publish in the Federal Register, and in three newspapers of general circulation in the Tribe's service area, a proposed final base membership roll of the Tribe. Within 60 days from the date of publication of the proposed final base membership roll, an appeal may be filed with the Executive Committee under rules made by the Executive Committee in consultation with the Secretary. Such an appeal may be filed by a Member with respect to the inclusion of any name on the proposed final base membership roll and by any person with respect to the exclusion of his or her name from the final base membership roll. The Executive Committee shall review such
appeals and render a decision, subject to the Secretary’s approval. If the Executive Committee and the Secretary disagree, the Secretary’s decision will be final. All such appeals shall be resolved within 90 days following publication of the proposed roll. The final base membership roll of the Tribe shall then be published in the Federal Register, and in three newspapers of general circulation in the Tribe’s service area, and shall be final for purposes of the distribution of funds from the Per Capita Trust Fund established under section 11(h).

(d) Future Membership in the Tribe.—The Tribe shall have the right to determine future membership in the Tribe; however, in no event may an individual be enrolled as a tribal member unless the individual is a lineal descendant of a person on the final base membership roll and has continued to maintain political relations with the Tribe.

SEC. 8. Transitional and Provisional Government.

(a) Future Tribal Government.—The Tribe shall adopt a new constitution within 24 months after the effective date of this Act.

(b) Executive Committee as Transitional Body.—(1) Until the Tribe has adopted a constitution, the existing tribal constitution shall remain in effect and the Executive Committee is recognized as the provisional
and transitional governing body of the Tribe. Until an election of tribal officers under the new constitution, the Executive Committee shall—

(A) represent the Tribe and its Members in the implementation of this Act; and

(B) during such period—

(i) have full authority to enter into contracts, grant agreements and other arrangements with any Federal department or agency; and

(ii) have full authority to administer or operate any program under such contracts or agreements.

(2) Until the initial election of tribal officers under a new constitution and by-laws, the Executive Committee shall—

(A) determine tribal membership in accordance with the provisions of section 7; and

(B) oversee and implement the revision and proposal to the Tribe of a new constitution and conduct such tribal meetings and elections as are required by this Act.

SEC. 9. TRIBAL CONSTITUTION AND GOVERNANCE.

(a) Indian Reorganization Act.—If the Tribe so elects, it may organize under the Act of June 18, 1934
(25 U.S.C. 461 et seq.; commonly referred to as the “Indian Reorganization Act”). The Tribe shall be subject to such Act except to the extent such sections are inconsistent with this Act.

(b) Adoption of New Tribal Constitution.—Within 180 days after the effective date of this Act, the Executive Committee shall draft and distribute to each Member eligible to vote under the tribal constitution in effect on the effective date of this Act, a proposed constitution and bylaws for the Tribe together with a brief, impartial description of the proposed constitution and bylaws and a notice of the date, time and location of the election under this subsection. Not sooner than 30 days or later than 90 days after the distribution of the proposed constitution, the Executive Committee shall conduct a secret-ballot election to adopt a new constitution and bylaws.

(c) Majority Vote for Adoption; Procedure in Event of Failure to Adopt Proposed Constitution.—(1) The tribal constitution and bylaws shall be ratified and adopted if—

(A) not less than 30 percent of those entitled to vote do vote; and

(B) approved by a majority of those actually voting.
(2) If in any such election such majority does not approve the adoption of the proposed constitution and bylaws, the Executive Committee shall prepare another proposed constitution and bylaws and present it to the Tribe in the same manner provided in this section for the first constitution and bylaws. Such new proposed constitution and bylaws shall be distributed to the eligible voters of the Tribe no later than 180 days after the date of the election in which the first proposed constitution and bylaws failed of adoption. An election on the question of the adoption of the new proposal of the Executive Committee shall be conducted in the same manner provided in subsection (b) for the election on the first proposed constitution and bylaws.

(d) Election of Tribal Officers.—Within 120 days after the Tribe ratifies and adopts a constitution and bylaws, the Executive Committee shall conduct an election by secret ballot for the purpose of electing tribal officials as provided in the constitution and bylaws. Subsequent elections shall be held in accordance with the Tribe's constitution and bylaws.

(e) Extension of Time.—Any time periods prescribed in subsections (b) and (c) may be altered by written agreement between the Executive Committee and the Secretary.
SEC. 10. ADMINISTRATIVE PROVISIONS RELATING TO JURISDICTION, TAXATION, AND OTHER MATTERS.

In the administration of this Act:

(1) All matters involving tribal powers, immunities, and jurisdiction, whether criminal, civil, or regulatory, shall be governed by the terms and provisions of the Settlement Agreement and the State Act, unless otherwise provided in this Act.

(2) All matters pertaining to governance and regulation of the reservation (including environmental regulation and riparian rights) shall be governed by the terms and provisions of the Settlement Agreement and the State Act, including, but not limited to, section 17 of the Settlement Agreement and section 27-16-120 of the State Act, unless otherwise provided in this Act.


(4) Whether or not the Tribe, under section 9(a), elects to organize under the Act of June 18, 1934, the Tribe, in any constitution adopted by the Tribe, may be authorized to exercise such authority...
as is consistent with the Settlement Agreement and the State Act.

(5) In no event may the Tribe pledge or hypothecate the income or principal of the Catawba Education or Social Services and Elderly Trust Funds or otherwise use them as security or a source of payment for bonds the Tribe may issue.

(6) The Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) shall apply to the Tribe except to the extent that such application may be inconsistent with this Act or the Settlement Agreement.

SEC. 11. TRIBAL TRUST FUNDS.

(a) PURPOSES OF TRUST FUNDS.—All funds paid pursuant to section 5 of this Act, except for payments made pursuant to section 6(g), shall be deposited with the Secretary in trust for the benefit of the Tribe. Separate trust funds shall be established for the following purposes: economic development, land acquisition, education, social services and elderly assistance, and per capita payments. Except as provided in this section, the Tribe, in consultation with the Secretary, shall determine the share of settlement payments to be deposited in each Trust Fund, and define, consistently with the provisions of this section, the purposes of each Trust Fund and provisions for admin-
istering each, specifically including provisions for periodic
distribution of current and accumulated income, and for
invasion and restoration of principal.

(b) **Outside Management Option.**—(1) The Tribe, in consultation with and subject to the approval of
the Secretary, as set forth in this section, is authorized
to place any of the Trust Funds under professional man-
agement, outside the Department of the Interior.

(2) If the Tribe elects to place any of the Trust Funds under professional management outside the De-
partment of the Interior, it may engage a consulting or
advisory firm to assist in the selection of an independent
professional investment management firm, and it shall en-
gage, with the approval of the Secretary, an independent
investment management firm of proven competence and
experience established in the business of counseling large
endowments, trusts, or pension funds.

(3) The Secretary shall have 45 days to approve or
reject any independent investment management firm se-
lected by the Tribe. If the Secretary fails to approve or
reject the firm selected by the Tribe within 45 days, the
investment management firm selected by the Tribe shall
be deemed to have been approved by the Secretary.

(4) Secretarial approval of an investment manage-
ment firm shall not be unreasonably withheld, and any
Secretarial disapproval of an investment management firm shall be accompanied by a detailed explanation setting forth the Secretary's reasons for such disapproval.

(5)(A) For funds placed under professional management, the Tribe, in consultation with the Secretary and its investment manager, shall develop—

(i) current operating and long-term capital budgets; and

(ii) a plan for managing, investing, and distributing income and principal from the Trust Funds to match the requirements of the Tribe's operating and capital budgets.

(B) For each Trust Fund which the Tribe elects to place under outside professional management, the investment plan shall provide for investment of Trust Fund assets so as to serve the purposes described in this section and in the Trust Fund provisions which the Tribe shall establish in consultation with the Secretary and the independent investment management firm.

(C) Distributions from each Trust Fund shall not exceed the limits on the use of principal and income imposed by the applicable provisions of this Act for that particular Trust Fund.

(D)(i) The Tribe's investment management plan shall not become effective until approved by the Secretary.
(ii) Upon submission of the plan by the Tribe to the Secretary for approval, the Secretary shall have 45 days to approve or reject the plan. If the Secretary fails to approve or disapprove the plan within 45 days, the plan shall be deemed to have been approved by the Secretary and shall become effective immediately.

(iii) Secretarial approval of the plan shall not be unreasonably withheld and any secretarial rejection of the plan shall be accompanied by a detailed explanation setting forth the Secretary's reasons for rejecting the plan.

(E) Until the selection of an established investment management firm of proven competence and experience, the Tribe shall rely on the management, investment, and administration of the Trust Funds by the Secretary pursuant to the provisions of this section.

(c) Transfer of Trust Funds; Exculpation of Secretary.—Upon the Secretary’s approval of the Tribe’s investment management firm and an investment management plan, all funds previously deposited in trust funds held by the Secretary and all funds subsequently paid into the trust funds, which are chosen for outside management, shall be transferred to the accounts established by an investment management firm in accordance with the approved investment management plan. The Secretary shall be exculpated by the Tribe from liability for
any loss of principal or interest resulting from investment decisions made by the investment management firm. Any Trust Fund transferred to an investment management firm shall be returned to the Secretary upon written request of the Tribe, and the Secretary shall manage such funds for the benefit of the Tribe.

(d) Land Acquisition Trust.—(1) The Secretary shall establish and maintain a Catawba Land Acquisition Trust Fund, and until the Tribe engages an outside firm for investment management of this trust fund, the Secretary shall manage, invest, and administer this trust fund. The original principal amount of the Land Acquisition Trust Fund shall be determined by the Tribe in consultation with the Secretary.

(2) The principal and income of the Land Acquisition Trust Fund may be used for the purchase and development of Reservation and non-Reservation land pursuant to the Settlement Agreement, costs related to land acquisition, and costs of construction of infrastructure and development of the Reservation and non-Reservation land.

(3)(A) Upon acquisition of the maximum amount of land allowed for expansion of the Reservation, or upon request of the Tribe and approval of the Secretary pursuant to the Secretarial approval provisions set forth in subsection (b)(5)(D) of this section, all or part of the balance
of this trust fund may be merged into one or more of the Economic Development Trust Fund, the Education Trust Fund, or the Social Services and Elderly Assistance Trust Fund.

(B) Alternatively, at the Tribe’s election, the Land Acquisition Trust Fund may remain in existence after all the Reservation land is purchased in order to pay for the purchase of non-Reservation land.

(4)(A) The Tribe may pledge or hypothecate the income and principal of the Land Acquisition Trust Fund to secure loans for the purchase of Reservation and non-Reservation lands.

(B) Following the effective date of this Act and before the final annual disbursement is made as provided in section 5 of this Act, the Tribe may pledge or hypothecate up to 50 percent of the unpaid annual installments required to be paid to this Trust Fund, the Economic Development Trust Fund and the Social Services and Elderly Assistance Trust Fund by section 5 of this Act and by section 5 of the Settlement Agreement, to secure loans to finance the acquisition of Reservation or non-Reservation land or infrastructure improvements on such lands.

(e) ECONOMIC DEVELOPMENT TRUST.—(1) The Secretary shall establish and maintain a Catawba Economic Development Trust Fund, and until the Tribe engages an
outside firm for investment management of this Trust Fund, the Secretary shall manage, invest, and administer this Trust Fund. The original principal amount of the Economic Development Trust Fund shall be determined by the Tribe in consultation with the Secretary. The principal and income of this Trust Fund may be used to support tribal economic development activities, including but not limited to infrastructure improvements and tribal business ventures and commercial investments benefiting the Tribe.

(2) The Tribe, in consultation with the Secretary, may pledge or hypothecate future income and up to 50 percent of the principal of this Trust Fund to secure loans for economic development. In defining the provisions for administration of this Trust Fund, and before pledging or hypothecating future income or principal, the Tribe and the Secretary shall agree on rules and standards for the invasion of principal and for repayment or restoration of principal, which shall encourage preservation of principal, and provide that, if feasible, a portion of all profits derived from activities funded by principal be applied to repayment of the Trust Fund.

(3) Following the effective date of this Act and before the final annual disbursement is made as provided in section 5 of this Act, the Tribe may pledge or hypothecate
up to 50 percent of the unpaid annual installments required to be paid by section 5 of this Act and by section 5 of the Settlement Agreement to secure loans to finance economic development activities of the Tribe, including (but not limited to) infrastructure improvements on Reservation and non-Reservation lands.

(4) If the Tribe develops sound lending guidelines approved by the Secretary, a portion of the income from this Trust Fund may also be used to fund a revolving credit account for loans to support tribal businesses or business enterprises of tribal members.

(f) Education Trust.—The Secretary shall establish and maintain a Catawba Education Trust Fund, and until the Tribe engages an outside firm for investment management of this Trust Fund, the Secretary shall manage, invest, and administer this Trust Fund. The original principal amount of this Trust Fund shall be determined by the Tribe in consultation with the Secretary; subject to the requirement that upon completion of all payments into the Trust Funds, an amount equal to at least ⅓ of all State, local, and private contributions made pursuant to the Settlement Agreement shall have been paid into the Education Trust Fund. Income from this Trust Fund shall be distributed in a manner consistent with the terms of the Settlement Agreement. The principal of this Trust...
33

1 Fund shall not be invaded or transferred to any other
2 Trust Fund, nor shall it be pledged or encumbered as se-
3 curity.
4
5 (g) SOCIAL SERVICES AND ELDERLY ASSISTANCE
6 TRUST.—(1) The Secretary shall establish and maintain
7 a Catawba Social Services and Elderly Assistance Trust
8 Fund and, until the Tribe engages an outside firm for in-
9 vestment management of this Trust Fund, the Secretary
10 shall manage, invest, and administer the Social Services
11 and Elderly Assistance Trust Fund. The original principal
12 amount of this Trust Fund shall be determined by the
13 Tribe in consultation with the Secretary.
14 (2) The income of this Trust Fund shall be periodi-
15 cally distributed to the Tribe to support social services
16 programs, including (but not limited to) housing, care of
17 elderly, or physically or mentally disabled Members, child
18 care, supplemental health care, education, cultural preser-
19 vation, burial and cemetery maintenance, and operation
20 of tribal government.
21 (3) The Tribe, in consultation with the Secretary,
22 shall establish eligibility criteria and procedures to carry
23 out this subsection.
24
25 (h) PER CAPITA PAYMENT TRUST FUND.—(1) The
26 Secretary shall establish and maintain a Catawba Per
27 Capita Payment Trust Fund in an amount equal to 15
percent of the settlement funds paid pursuant to section 5 of the Settlement Agreement. Until the Tribe engages an outside firm for investment management of this Trust Fund, the Secretary shall manage, invest, and administer the Catawba Per Capita Payment Trust Fund.

(2) Each person (or their estate) whose name appears on the final base membership roll of the Tribe published by the Secretary pursuant to section 7(c) of this Act will receive a one-time, non-recurring payment from this Trust Fund.

(3) The amount payable to each member shall be determined by dividing the trust principal and any accrued interest thereon by the number of Members on the final base membership roll.

(4)(A) Subject to the provisions of this paragraph, each enrolled member who has reached the age of 21 years on the date the final roll is published shall receive the payment on the date of distribution, which shall be as soon as practicable after date of publication of the final base membership roll. Adult Members shall be paid their pro rata share of this Trust Fund on the date of distribution unless they elect in writing to leave their pro rata share in the Trust Fund, in which case such share shall not be distributed.
(B) The pro rata share of adult Members who elect not to withdraw their payment from this Trust Fund shall be managed, invested and administered, together with the funds of Members who have not attained the age of 21 years on the date the final base membership roll is published, until such Member requests in writing that their pro rata share be distributed, at which time such Member’s pro rata share shall be paid, together with the net income of the Trust Fund allocable to such Member’s share as of the date of distribution.

(C) No member may elect to have their pro rata share managed by this Trust Fund for a period of more than 21 years after the date of publication of the final base membership roll.

(5)(A) Subject to the provisions of this paragraph, the pro rata share of any Member who has not attained the age of 21 years on the date the final base membership roll is published shall be managed, invested and administered pursuant to the provisions of this section until such Member has attained the age of 21 years, at which time such Member’s pro rata share shall be paid, together with the net income of the Trust Fund allocable to such Member’s share as of the date of payment. Such Members shall be paid their pro rata share of this Trust Fund on the date they attain 21 years of age unless they elect in writ-
ing to leave their pro rata share in the Trust Fund, in which case such share shall not be distributed.

(B) The pro rata share of such Members who elect not to withdraw their payment from this trust fund shall be managed, invested and administered, together with the funds of members who have not attained the age of 21 years on the date the final base membership roll is published, until such Member requests in writing that their pro rata share be distributed, at which time such Member’s pro rata share shall be paid, together with the net income of the Trust Fund allocable to such Member’s share as of the date of distribution.

(C) No Member may elect to have their pro rata share retained and managed by this Trust Fund beyond the expiration of the period of 21 years after the date of publication of the final base membership roll.

(6) After payments have been made to all Members entitled to receive payments, this Trust Fund shall terminate, and any balance remaining in this Trust Fund shall be merged into the Economic Development Trust Fund, the Education Trust Fund, or the Social Services and Elderly Assistance Trust Fund, as the Tribe may determine.

(i) Duration of Trust Funds.—Subject to the provisions of this section and with the exception of the Catawba Per Capita Payment Trust Fund, the Trust
Funds established in accordance with this section shall continue in existence so long as the Tribe exists and is recognized by the United States. The principal of these Trust Funds shall not be invaded or distributed except as expressly authorized in this Act or in the Settlement Agreement.

(j) Transfer of Money Among Trust Funds.—

The Tribe, in consultation with the Secretary, shall have the authority to transfer principal and accumulated income between Trust Funds only as follows:

(1) Funds may be transferred among the Catawba Economic Development Trust Fund, the Catawba Land Acquisition Trust Fund and the Catawba Social Services and Elderly Assistance Trust Fund, and from any of those three Trust Funds into the Catawba Education Trust Fund; except, that the mandatory share of State, local, and private sector funds invested in the original corpus of the Catawba Education Trust Fund shall not be transferred to any other Trust Fund.

(2) Any Trust Fund, except for the Catawba Education Trust Fund, may be dissolved by a vote of two-thirds of those Members eligible to vote, and the assets in such Trust Fund shall be transferred to the remaining Trust Funds; except, that (A) no
assets shall be transferred from any of the Trust Funds into the Catawba Per Capita Payment Trust Fund, and (B) the mandatory share of State, local and private funds invested in the original corpus of the Catawba Education Trust Fund may not be transferred or used for any non-educational purposes.

(3) The dissolution of any Trust Fund shall require the approval of the Secretary pursuant to the Secretarial approval provisions set forth in subsection (b)(5)(D) of this section.

(k) TRUST FUND ACCOUNTING.—(1) The Secretary shall account to the Tribe periodically, and at least annually, for all Catawba Trust Funds being managed and administered by the Secretary. The accounting shall—

(A) identify the assets in which the Trust Funds have been invested during the relevant period;

(B) report income earned during the period, distinguishing current income and capital gains;

(C) indicate dates and amounts of distributions to the Tribe, separately distinguishing current income, accumulated income, and distributions of principal; and

(D) identify any invasions or repayments of principal during the relevant period and record pro-
visions the Tribe has made for repayment or restoration of principal.

(2)(A) Any outside investment management firm engaged by the Tribe shall account to the Tribe and separately to the Secretary at periodic intervals, at least quarterly. Its accounting shall—

(i) identify the assets in which the Trust Funds have been invested during the relevant period;

(ii) report income earned during the period, separating current income and capital gains;

(iii) indicate dates and amounts of distributions to the Tribe, distinguishing current income, accumulated income, and distributions of principal; and

(iv) identify any invasions or repayments of principal during the relevant period and record provisions the Tribe has made for repayment or restoration of principal.

(B) Prior to distributing principal from any Trust Fund, the investment management firm shall notify the Secretary of the proposed distribution and the Tribe’s proposed use of such funds, following procedures to be agreed upon by the investment management firm, the Secretary, and the Tribe. The Secretary shall have 15 days within which to object in writing to any such invasion of prin-
cital. Failure to object will be deemed approval of the distrib-
(C) All Trust Funds held and managed by any investment management firm shall be audited annually by a certified public accounting firm approved by the Secretary, and a copy of the annual audit shall be submitted to the Tribe and to the Secretary within four months following the close of the Trust Funds’ fiscal year.

(I) Replacement of Investment Management Firm and Modification of Investment Management Plan.—The Tribe shall not replace the investment management firm approved by the Secretary without prior written notification to the Secretary and approval by the Secretary of any investment management firm chosen by the Tribe as a replacement. Such Secretarial approval shall be given or denied in accordance with the Secretarial approval provisions contained in subsection (b)(5)(D) of this section. The Tribe and its investment management firm shall also notify the Secretary in writing of any revisions in the investment management plan which materially increase investment risk or significantly change the investment management plan, or the agreement, made in consultation with the Secretary pursuant to which the outside management firm was retained.
(m) Trust Funds Not Counted for Certain Purposes; Use as Matching Funds.—None of the funds, assets, income, payments, or distributions from the trust funds established pursuant to this section shall at any time affect the eligibility of the Tribe or its Members for, or be used as a basis for denying or reducing funds to the Tribe or its Members under any Federal, State, or local program. Distributions from these Trust Funds may be used as matching funds, where appropriate, for Federal grants or loans.

SEC. 12. ESTABLISHMENT OF EXPANDED RESERVATION.

(a) Existing Reservation.—The Secretary is authorized to receive from the State, by such transfer document as the Secretary and the State shall approve, all rights, title, and interests of the State in and to the Existing Reservation to be held by the United States as trustee for the Tribe, and, effective on the date of such transfer, the obligation of the State as trustee for the Tribe with respect to such land shall cease.

(b) Expanded Reservation.—(1) The Existing Reservation shall be expanded in the manner prescribed by the Settlement Agreement.

(2) Within 180 days following the date of the enactment of this Act, the Secretary, after consulting with the Tribe, shall ascertain the boundaries and area of the exist-
ing reservation. In addition, the Secretary, after consult-
ing with the Tribe, shall engage a professional land plan-
ing firm as provided in the Settlement Agreement. The
Secretary shall bear the cost of all services rendered pur-
suant to this section.

(3) The Tribe may identify, purchase and request
that the Secretary place into reservation status, tracts of
lands in the manner prescribed by the Settlement Agree-
ment. The Tribe may not request that any land be placed
in reservation status, unless those lands were acquired by
the Tribe and qualify for reservation status in full compli-
ance with the Settlement Agreement, including section 14
thereof.

(4) The Secretary shall bear the cost of all title ex-
aminations, preliminary subsurface soil investigations, and
level one environmental audits to be performed on each
parcel contemplated for purchase by the Tribe or the Sec-
retary for the Expanded Reservation, and shall report the
results to the Tribe. The Secretary’s or the Tribe’s pay-
ment of any option fee and the purchase price may be
drawn from the Catawba Land Acquisition Trust Fund.

(5) The total area of the Expanded Reservation shall
be limited to 3,000 acres, including the Existing Reserva-
tion, but the Tribe may exclude from this limit up to 600
acres of additional land under the conditions set forth in
the Settlement Agreement. The Tribe may seek to have
the permissible area of the Expanded Reservation en-
larged by an additional 600 acres as set forth in the Set-
tlement Agreement.

(6) All lands acquired for the Expanded Reservation
may be held in trust together with the Existing Reserva-
tion which the State is to convey to the United States.

(7) Nothing in this Act shall prohibit the Secretary
from providing technical and financial assistance to the
Tribe to fulfill the purposes of this section.

(c) Expansion Zones.—(1) Subject to the condi-
tions, criteria, and procedures set forth in the Settlement
Agreement, the Tribe shall endeavor at the outset to ac-
quire contiguous tracts for the Expanded Reservation in
the "Catawba Reservation Primary Expansion Zone", as
defined in the Settlement Agreement.

(2) Subject to the conditions, criteria, and procedures
set forth in the Settlement Agreement, the Tribe may elect
to purchase contiguous tracts in an alternative area, the
"Catawba Reservation Secondary Expansion Zone", as de-
defined in the Settlement Agreement.

(3) The Tribe may propose different or additional ex-
pansion zones subject to the authorizations required in the
Settlement Agreement and the State Act.
(d) NON-CONTIGUOUS TRACTS.—The Tribe, in consultation with the Secretary, shall take such actions as are reasonable to expand the Existing Reservation by assembling a composite tract of contiguous parcels that border and surround the Existing Reservation. Before requesting that any non-contiguous tract be placed in Reservation status, the Tribe shall comply with section 14 of the Settlement Agreement. Upon the approval of the Tribe’s application under and in accordance with section 14 of the Settlement Agreement, the Secretary, in consultation with the Tribe, may proceed to place non-contiguous tracts in Reservation status. No purchases of non-contiguous tracts shall be made for the Reservation except as set forth in the Settlement Agreement and the State Act.

(e) VOLUNTARY LAND PURCHASES.—(1) The power of eminent domain shall not be used by the Secretary or any governmental authority in acquiring parcels of land for the benefit of the Tribe, whether or not the parcels are to be part of the Reservation. All such purchases shall be made only from willing sellers by voluntary conveyances subject to the terms of the Settlement Agreement.

(2) Notwithstanding any other provision of this section and the provisions of the first section of the Act of August 1, 1888 (ch. 728, 25 Stat. 357; 40 U.S.C. 257), and the first section of the Act of February 26, 1931 (ch.
307, 46 Stat. 1421; 40 U.S.C. 258a), the Secretary or
the Tribe may acquire a fractional interest in land other-
wise qualifying under section 14 of the Settlement Agree-
ment for treatment as Reservation land for the benefit of
the Tribe from the ostensible owner of the land if the Sec-
retary or the Tribe and the ostensible owner have agreed
upon the identity of the land to be sold and upon the pur-
chase price and other terms of sale. If the ostensible owner
agrees to the sale, the Secretary may use condemnation
proceedings to perfect or clear title and to acquire any
interests of putative co-tenants whose address is unknown
or the interests of unknown or unborn heirs or persons
subject to mental disability.

(f) Terms and Conditions of Acquisition.—All
properties acquired by the Tribe shall be acquired subject
to the terms and conditions set forth in the Settlement
Agreement. The Tribe and the Secretary, acting on behalf
of the Tribe and with its consent, are also authorized to
acquire Reservation and non-Reservation lands using the
methods of financing described in the Settlement Agree-
ment.

(g) Authority To Erect Permanent Improve-
ments on Existing and Expanded Reservation
Land and Non-Reservation Land Held in Trust.—
Notwithstanding any other provision of law or regulation,
the Attorney General of the United States shall approve any deed or other instrument which conveys to the United States lands purchased pursuant to the provisions of this section and the Settlement Agreement. The Secretary or the Tribe may erect permanent improvements of a substantial value, or any other improvements authorized by law on such land after such land is conveyed to the United States.

(h) 

EASEMENTS OVER RESERVATION.—(1) The acquisition of lands for the Expanded Reservation shall not extinguish any easements or rights-of-way then encumbering such lands unless the Secretary or the Tribe enters into a written agreement with the owners terminating such easements or rights-of-way.

(2)(A) The Tribe, with the approval of the Secretary, shall have the power to grant or convey easements and rights-of-way, in a manner consistent with the Settlement Agreement.

(B) Unless the Tribe and the State agree upon a valuation formula for pricing easements over the Reservation, the Secretary shall be subject to proceedings for condemnation and eminent domain to acquire easements and rights of way for public purposes through the Reservation under the laws of the State in circumstances where no other reasonable access is available.
(C) With the approval of the Tribe, the Secretary may grant easements or rights-of-way over the Reservation for private purposes, and implied easements of necessity shall apply to all lands acquired by the Tribe, unless expressly excluded by the parties.

(i) Jurisdictional Status.—Only land made part of the Reservation shall be governed by the special jurisdictional provisions set forth in the Settlement Agreement and the State Act.

(j) Sale and Transfer of Reservation Lands.—With the approval of the Secretary, the Tribe may sell, exchange, or lease lands within the Reservation, and sell timber or other natural resources on the Reservation under circumstances and in the manner prescribed by the Settlement Agreement and the State Act.

(k) Time Limit on Acquisitions.—All acquisitions of contiguous land to expand the Reservation or of non-contiguous lands to be placed in Reservation status shall be completed or under contract of purchase within 10 years from the date the last payment is made into the Land Acquisition Trust; except that for a period of 20 years after the date the last payment is made into the Catawba Land Acquisition Trust Fund, the Tribe may, subject to the limitation on the total size of the Reservation, continue to add parcels to up to two Reservation
areas so long as the parcels acquired are contiguous to one of those two Reservation areas.

(l) Leases of Reservation Lands.—The provisions of the first section of the Act of August 9, 1955 (ch. 615, 69 Stat. 539; 25 U.S.C. 415) shall not apply to the Tribe and its Reservation. The Tribe is authorized to lease its Reservation lands for terms up to but not exceeding 99 years, with or without the approval of the Secretary. With regard to any lease of Reservation lands not approved by the Secretary, the Secretary shall be exculpated by the Tribe from any liability arising out of any loss incurred by the Tribe as a result of the unapproved lease.

(m) Non-Applicability of BIA Land Acquisition Regulations.—The general land acquisition regulations of the Bureau of Indian Affairs, contained in part 151 of title 25, Code of Federal Regulations, shall not apply to the acquisition of lands authorized by this section.

Sec. 13. Non-Reservation Properties.

(a) Acquisition of Non-Reservation Properties.—The Tribe may draw upon the corpus or accumulated income of the Catawba Land Acquisition Trust Fund or the Catawba Economic Development Trust Fund to acquire and hold parcels of real estate outside the Reservation for the purposes and in the manner delineated
in the Settlement Agreement. Jurisdiction and status of all non-Reservation lands shall be governed by section 15 of the Settlement Agreement.

(b) Authority To Dispose of Lands.—Notwithstanding any other provision of law, the Tribe may lease, sell, mortgage, restrict, encumber, or otherwise dispose of such non-Reservation lands in the same manner as other persons and entities under State law, and the Tribe as land owner shall be subject to the same obligations and responsibilities as other persons and entities under State, Federal, and local law.

(c) Restrictions.—Ownership and transfer of non-Reservation parcels shall not be subject to Federal law restrictions on alienation, including (but not limited to) the restrictions imposed by Federal common law and the provisions of the section 2116 of the Revised Statutes (25 U.S.C. 177).


(a) Inapplicability of Indian Gaming Regulatory Act.—The Indian Gaming Regulatory Act (25 U.S.C. 2701 et seq.) shall not apply to the Tribe.

(b) Games of Chance Generally.—The Tribe shall have the rights and responsibilities set forth in the Settlement Agreement and the State Act with respect to the conduct of games of chance. Except as specifically set
forth in the Settlement Agreement and the State Act, all
laws, ordinances, and regulations of the State, and its po-
litical subdivisions, shall govern the regulation of gambling
devices and the conduct of gambling or wagering by the
Tribe on and off the Reservation.

SEC. 15. GENERAL PROVISIONS.

(a) SEVERABILITY.—If any provision of section 4(a),
5, or 6 of this Act is rendered invalid by the final action
of a court, then all of this Act is invalid. Should any other
section of this Act be rendered invalid by the final action
of a court, the remaining sections of this Act shall remain
in full force and effect.

(b) INTERPRETATION CONSISTENT WITH SETTLE-
MENT AGREEMENT.—To the extent possible, this Act shall
be construed in a manner consistent with the Settlement
Agreement and the State Act. In the event of a conflict
between the provisions of this Act and the Settlement
Agreement or the State Act, the terms of this Act shall
govern. In the event of a conflict between the State Act
and the Settlement Agreement, the terms of the State Act
shall govern. The Settlement Agreement and the State Act
shall be maintained on file and available for public inspec-
tion at the Department of the Interior.

(c) IMPACT OF SUBSEQUENTLY ENACTED LAWS.—
No law or regulation of the United States (1) which ac-
cords or relates to a special status or right of or to any Indian, Indian nation, tribe or band of Indians, Indian lands, Indian reservations, Indian country, Indian territory or land held in trust for Indians, and also (2) affects or preempts the civil, criminal, or regulatory jurisdiction of the State, including without limitation, laws of the State relating to land use or environmental matters, shall apply within the State.

(d) Eligibility for Consideration To Become an Enterprise Zone or General Purpose Foreign Trade Zone.—Notwithstanding the provisions of any other law or regulation, the Tribe shall be eligible to become, sponsor and operate (1) an “enterprise zone” pursuant to title VII of the Housing and Community Development Act of 1987 (42 U.S.C. 11501-11505) or any other applicable Federal (or State) laws or regulations; or (2) a “foreign-trade zone” or “subzone” pursuant to the Foreign Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81u) and the regulations thereunder, to the same extent as other federally recognized Indian Tribes.

(e) General Applicability of State Law.—Consistent with the provisions of section 4(a)(2), the provisions of South Carolina Code Annotated, section 27-16-40, and section 19.1 of the Settlement Agreement are approved, ratified, and confirmed by the United States, and
shall be complied with in the same manner and to the same extent as if they had been enacted into Federal law.

(f) Subsequent Amendments to the Settlement Agreement or State Act.—Consent is hereby given to the Tribe and the State to amend the Settlement Agreement and the State Act if consent to such amendment is given by both the State and the Tribe, and if such amendment relates to—

(1) the jurisdiction, enforcement, or application of civil, criminal, regulatory, or tax laws of the Tribe and the State;

(2) the allocation or determination of governmental responsibility of the State and the Tribe over specified subject matters or specified geographical areas, or both, including provision for concurrent jurisdiction between the State and the Tribe;

(3) the allocation of jurisdiction between the tribal courts and the State courts; or

(4) technical and other corrections and revisions to conform the State Act and the Agreement in Principle attached to the State Act to the Settlement Agreement.

SEC. 16. TAX TREATMENT OF INCOME AND TRANSACTIONS.

Notwithstanding any provision of the State Act, the Settlement Agreement, or this Act (including any amend-
ment made under section 15(f)), nothing in this Act, the 
State Act, or the Settlement Agreement—

(1) shall amend or alter the Internal Revenue 
Code of 1986, as amended, or any rules or regula-
tions promulgated thereunder, or

(2) shall affect the treatment under such Code 
of any person or transaction other than by reason of 
the restoration of the trust relationship between the 
United States and the Tribe.

SEC. 17. EFFECTIVE DATE.

Except for sections 7, 8, and 12, the provisions of 
this Act shall become effective upon the transfer of the 
Existing Reservation under section 12 to the Secretary. 
Passed the House of Representatives September 27, 
1993.

Attest: DONNALD K. ANDERSON, 
Clerk.

HR 2399 PCS— - 2
HR 2399 PCS— - 3
HR 2399 PCS— - 4
HR 2399 PCS— - 5