

# Union Calendar No. 620

118<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

# H. R. 8413

**[Report No. 118-735]**

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 HOUSE OF REPRESENTATIVES

MAY 15, 2024

Mr. SMITH of Nebraska (for himself, Mr. FLOOD, Mr. BACON, and Mr. MANN) introduced the following bill; which was referred to the Committee on Natural Resources

NOVEMBER 14, 2024

Additional sponsors: Ms. DAVIDS of Kansas and Ms. BOEBERT

NOVEMBER 14, 2024

Committed to the Committee of the Whole House on the State of the Union and ordered to be printed

# **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-  
11       fied date, in cash, terms equivalent to cash, or other  
12       precisely revealed terms, for which the specified  
13       property right should sell after reasonable exposure  
14       in a competitive market under all conditions req-  
15       uisite for a fair sale, with the buyer and seller each  
16       acting prudently, knowledgeably, and in the self-in-  
17       terest of the buyer or seller, as applicable, and as-  
18       suming that the buyer and seller are not under  
19       undue duress.

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

24            (3) HITCHCOCK COUNTY.—The term “Hitch-  
25       cock County” means Hitchcock County, Nebraska,

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

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

11 (5) LAKEVIEW LODGE MANAGEMENT AGREE-  
12 MENT.—The term “Lakeview Lodge Management  
13 Agreement” means the management agreement enti-  
14 tled “Management Agreement between the Bureau  
15 of Reclamation, et al., for the Development, Oper-  
16 ation, and Maintenance of a Concession Operation  
17 at Swanson Reservoir”, numbered 23–LM–60–4160,  
18 and dated March 1, 2022.

19 (6) LAKEVIEW LODGE PERMITTED CONCESSION  
20 LAND.—The term “Lakeview Lodge Permitted Con-  
21 cession Land” means the approximately 21.5 acres  
22 of land and water for the operation of a public con-  
23 cession at Swanson Reservoir—

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

1 (B) as generally depicted on the map pre-  
2 pared by the Bureau of Reclamation entitled  
3 “Lakeview Lodge Concession Boundary” and  
4 dated August 2023; and

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

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

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

11 (B) that is located on—

12 (i) the Lakeview Lodge Permitted  
13 Concession Land;

14 (ii) the Red Willow Permitted Cabin  
15 Land;

16 (iii) the Red Willow Permitted Con-  
17 cession Land;

18 (iv) the Swanson Permitted Cabin  
19 Land; or

20 (v) the Swanson Permitted Concession  
21 Land.

22 (8) RED WILLOW MANAGEMENT AGREEMENT.—  
23 The term “Red Willow Management Agreement”  
24 means the management agreement entitled “Man-  
25 agement Agreement between the Bureau of Rec-

1 lamation, et al., for the Development, Management,  
2 Operation, and Maintenance of a Concession Oper-  
3 ation at Hugh Butler Reservoir”, numbered 24-  
4 LM-60-5155, and dated May 1, 2024.

5 (9) RED WILLOW PERMITTED CABIN LAND.—  
6 The term “Red Willow Permitted Cabin Land”  
7 means the approximately 6.5 acres of land encom-  
8 passing the 8 permitted cabin lots at the Hugh But-  
9 ler Reservoir—

10 (A) located in the S $\frac{1}{2}$  sec. 35, T. 5 N., R.  
11 30 W., sixth principal meridian;

12 (B) as generally depicted on the map pre-  
13 pared by the Bureau of Reclamation entitled  
14 “Red Willow Cabin Map” and dated March  
15 2024; and

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

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

23 (A) located in the E $\frac{1}{2}$  sec. 25, T. 5 N., R.  
24 30 W., sixth principal meridian;

1 (B) as generally depicted on the map pre-  
2 pared by the Bureau of Reclamation entitled  
3 “Red Willow Concession Boundary” and dated  
4 August 2023; and

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

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

12 (A) The Lakeview Lodge Permitted Con-  
13 cession Land.

14 (B) The Red Willow Permitted Cabin  
15 Land.

16 (C) The Red Willow Permitted Concession  
17 Land.

18 (D) The Swanson Permitted Cabin Land.

19 (E) The Swanson Permitted Concession  
20 Land.

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

24 (13) STATE.—The term “State” means the  
25 State of Nebraska.

1           (14) SWANSON MANAGEMENT AGREEMENT.—  
2           The term “Swanson Management Agreement”  
3           means the management agreement entitled “Man-  
4           agement Agreement between the Bureau of Rec-  
5           lamation, et al., for the Development, Management,  
6           Operation, and Maintenance of Concession Oper-  
7           ation at Swanson Reservoir”, numbered 23-LM-60-  
8           4170, and dated May 1, 2023.

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

13                 (A) located in the N $\frac{1}{2}$  sec. 18, S $\frac{1}{2}$  sec. 7,  
14                 T. 2 N., R. 33 W., sixth principal meridian;

15                 (B) as generally depicted on the map pre-  
16                 pared by the Bureau of Reclamation entitled  
17                 “Swanson Cabin Map” and dated March 2024;  
18                 and

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

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



1 (A) located in the N<sup>1</sup>/<sub>2</sub> sec. 17, T. 2 N., R.  
2 33 W., sixth principal meridian;

3 (B) as generally depicted on the map pre-  
4 pared by the Bureau of Reclamation entitled  
5 “Swanson Concession Boundary” and dated  
6 August 2023; and

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

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

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

1 Swanson Permitted Cabin Land, or Swanson Per-  
2 mitted Concession Land, as applicable.

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

5 (a) CONVEYANCE TO HITCHCOCK COUNTY.—

6 (1) TITLE TRANSFER AGREEMENT.—Subject to  
7 paragraphs (2) and (6) and sections 4 and 5, not  
8 later than 3 years after the date of enactment of  
9 this Act, the Secretary shall enter into good faith  
10 negotiations to enter into a title transfer agreement  
11 with Hitchcock County under which the Secretary  
12 shall convey to Hitchcock County all requested right,  
13 title, and interest of the United States in and to the  
14 Swanson Permitted Cabin Land, the Swanson Per-  
15 mitted Concession Land, or the Lakeview Lodge  
16 Permitted Concession Land, as applicable.

17 (2) PROHIBITION ON SUBDIVISION.—A title  
18 transfer agreement entered into pursuant to para-  
19 graph (1) shall be subject to the condition that the  
20 Swanson Permitted Cabin Land, the Swanson Per-  
21 mitted Concession Land, or the Lakeview Lodge  
22 Permitted Concession Land, as applicable—

23 (A) shall be conveyed in whole; and

24 (B) shall not be subdivided.

1           (3) OFFER TO CONVEY.—As soon as practicable  
2 after the date on which a title transfer agreement is  
3 entered into pursuant to paragraph (1), the Sec-  
4 retary shall offer to convey to Hitchcock County all  
5 right, title, and interest of the United States in and  
6 to the Swanson Permitted Cabin Land, the Swanson  
7 Permitted Concession Land, or the Lakeview Lodge  
8 Permitted Concession Land, as applicable, in accord-  
9 ance with paragraph (2) and the terms and condi-  
10 tions described in the title transfer agreement.

11           (4) MEMORANDUM OF AGREEMENT.—

12           (A) IN GENERAL.—As soon as practicable  
13 after the date of enactment of this Act, the Sec-  
14 retary shall enter into a memorandum of agree-  
15 ment with Hitchcock County to establish and  
16 define the roles and responsibilities for actions  
17 required to convey to Hitchcock County the  
18 Swanson Permitted Cabin Land, Swanson Per-  
19 mitted Concession Land, or Lakeview Lodge  
20 Permitted Concession Land, as applicable, in  
21 accordance with the title transfer agreement.

22           (B) REQUIREMENT.—The memorandum of  
23 agreement entered into under subparagraph (A)  
24 shall include the establishment of a plan for—

1 (i) the demonstration by Hitchcock  
2 County of—

3 (I) the technical capability of  
4 Hitchcock County to operate and  
5 maintain the Swanson Permitted  
6 Cabin Land, Swanson Permitted Con-  
7 cession Land, or Lakeview Lodge Per-  
8 mitted Concession Land, as applica-  
9 ble, permanently; and

10 (II) the ability of Hitchcock  
11 County to satisfy financial obligations  
12 relating to the Swanson Permitted  
13 Cabin Land, Swanson Permitted Con-  
14 cession Land, or Lakeview Lodge Per-  
15 mitted Concession Land, as applica-  
16 ble; and

17 (ii) the management by Hitchcock  
18 County of the Swanson Permitted Cabin  
19 Land, Swanson Permitted Concession  
20 Land, or Lakeview Lodge Permitted Con-  
21 cession Land, as applicable, to be conveyed  
22 in accordance with the memorandum of  
23 agreement, including addressing any issues  
24 to ensure compliance with applicable State  
25 fire, safety, and health codes and stand-

1           ards not later than 2 years after the date  
2           of the applicable conveyance.

3           (5) COSTS.—

4           (A) CONSIDERATION.—

5           (i) IN GENERAL.—As consideration  
6           for the conveyance of the Swanson Per-  
7           mitted Cabin Land, Swanson Permitted  
8           Concession Land, or Lakeview Lodge Per-  
9           mitted Concession Land, as applicable,  
10          under paragraph (1), Hitchcock 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 Swanson Per-  
16          mitted Cabin Land, Swanson Permitted  
17          Concession Land, or Lakeview Lodge Per-  
18          mitted Concession Land, respectively, as  
19          determined by an appraisal conducted—

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

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

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

1 (ii) APPRAISAL REQUIREMENTS.—

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

7 (II) EXCLUSION.—For purposes  
8 of clause (i), any improvements to the  
9 Swanson Permitted Cabin Land, the  
10 Swanson Permitted Concession Land,  
11 or the Lakeview Lodge Permitted  
12 Concession Land, as applicable, made  
13 by a permit holder shall not be in-  
14 cluded in the appraised value of the  
15 Swanson Permitted Cabin Land,  
16 Swanson Permitted Concession Land,  
17 or Lakeview Lodge Permitted Conces-  
18 sion Land, respectively.

19 (III) RESOLUTION OF DIS-  
20 PUTE.—Any dispute over the fair  
21 market value of the Swanson Per-  
22 mitted Cabin Land, the Swanson Per-  
23 mitted Concession Land, or the  
24 Lakeview Lodge Permitted Concession  
25 Land under an appraisal conducted

1 under clause (i) shall be resolved in  
2 accordance with section 2201.4 of title  
3 43, Code of Federal Regulations (or a  
4 successor regulation).

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

16 (aa) from existing water  
17 service and repayment contracts;

18 (bb) from known or reason-  
19 ably foreseeable new contracts or  
20 renewals;

21 (cc) as aid to irrigation; and

22 (dd) from any other author-  
23 ized source.

24 (B) CONVEYANCE COSTS.—

1 (i) IN GENERAL.—Hitchcock County  
2 shall be responsible for paying, in advance  
3 of the conveyance of the Swanson Per-  
4 mitted Cabin Land, Swanson Permitted  
5 Concession Land, or Lakeview Lodge Per-  
6 mitted Concession Land, as applicable,  
7 under paragraph (1), the estimated costs  
8 associated with the conveyance, as deter-  
9 mined by the Secretary.

10 (ii) INCLUSIONS.—Conveyance costs  
11 under clause (i) may include—

12 (I) any transaction, survey, and  
13 administrative costs necessary for the  
14 preparation and completion of trans-  
15 fer of title;

16 (II) the costs of legal instru-  
17 ments and deeds;

18 (III) the costs of compliance with  
19 the National Environmental Policy  
20 Act of 1969 (42 U.S.C. 4321 et seq.)  
21 and other applicable Federal laws;  
22 and

23 (IV) the costs of any other con-  
24 veyance procedures determined to be  
25 necessary by the Secretary.



1           (6) MANAGEMENT.—Hitchcock County shall  
2 manage the Swanson Permitted Cabin Land, the  
3 Swanson Permitted Concession Land, or the  
4 Lakeview Lodge Permitted Concession Land, as ap-  
5 plicable, conveyed under paragraph (1)—

6           (A) for substantially the same purposes for  
7 which the Swanson Permitted Cabin Land,  
8 Swanson Permitted Concession Land, or  
9 Lakeview Lodge Permitted Concession Land,  
10 respectively, is being used as of the date of en-  
11 actment of this Act; or

12           (B) for—

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

18           (ii) public access;

19           (iii) fish and wildlife habitat; or

20           (iv) the preservation of the natural  
21 character of the Swanson Permitted Cabin  
22 Land, Swanson Permitted Concession  
23 Land, or Lakeview Lodge Permitted Con-  
24 cession Land, respectively.

25           (b) CONVEYANCE TO FRONTIER COUNTY.—

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

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

16                   (A) shall be conveyed in whole; and

17                   (B) shall not be subdivided.

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

1 accordance with paragraph (2) and the terms and  
2 conditions described in the title transfer agreement.

3 (4) MEMORANDUM OF AGREEMENT.—

4 (A) IN GENERAL.—As soon as practicable  
5 after the date of enactment of this Act, the Sec-  
6 retary shall enter into a memorandum of agree-  
7 ment with Frontier County to establish and de-  
8 fine the roles and responsibilities for actions re-  
9 quired to convey to Frontier County the Red  
10 Willow Permitted Cabin Land or Red Willow  
11 Permitted Concession Land, as applicable, in  
12 accordance with the title transfer agreement.

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

16 (i) the demonstration by Frontier  
17 County of—

18 (I) the technical capability of  
19 Frontier County to operate and main-  
20 tain the Red Willow Permitted Cabin  
21 Land or Red Willow Permitted Con-  
22 cession Land, as applicable, perma-  
23 nently; and

24 (II) the ability of Frontier Coun-  
25 ty to satisfy financial obligations re-

1                   lating to the Red Willow Permitted  
2                   Cabin Land or Red Willow Permitted  
3                   Concession Land, as applicable; and  
4                   (ii) the management by Frontier  
5                   County of the Red Willow Permitted Cabin  
6                   Land or Red Willow Permitted Concession  
7                   Land, as applicable, to be conveyed in ac-  
8                   cordance with the memorandum of agree-  
9                   ment, including addressing any issues to  
10                  ensure compliance with applicable State  
11                  fire, safety, and health codes and stand-  
12                  ards not later than 2 years after the date  
13                  of the conveyance.

14                  (5) COSTS.—

15                   (A) CONSIDERATION.—

16                   (i) IN GENERAL.—As consideration  
17                   for the conveyance of the Red Willow Per-  
18                   mitted Cabin Land or Red Willow Per-  
19                   mitted Concession Land, as applicable,  
20                   under paragraph (1), Frontier County  
21                   shall provide compensation to the reclama-  
22                   tion fund established by the first section of  
23                   the Act of June 17, 1902 (32 Stat. 388,  
24                   chapter 1093), in an amount equal to the  
25                   fair market value of the Red Willow Per-

1           mitted Cabin Land or Red Willow Per-  
2           mitted Concession Land, respectively, as  
3           determined by an appraisal conducted—

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

5                   (II) by a third-party appraiser  
6                   approved by the Secretary; and

7                   (III) subject to the management  
8                   requirements under paragraph (6)  
9                   and section 4.

10           (ii) APPRAISAL REQUIREMENTS.—

11                   (I) IN GENERAL.—An appraisal  
12                   under clause (i) shall be conducted in  
13                   accordance with the Uniform Stand-  
14                   ards of Professional Appraisal Prac-  
15                   tice.

16                   (II) EXCLUSION.—For purposes  
17                   of clause (i), any improvements to the  
18                   Red Willow Permitted Cabin Land or  
19                   the Red Willow Permitted Concession  
20                   Land, as applicable, made by a permit  
21                   holder shall not be included in the ap-  
22                   praised value of the Red Willow Per-  
23                   mitted Cabin Land or Red Willow  
24                   Permitted Concession Land, respec-  
25                   tively.

1 (III) RESOLUTION OF DIS-  
2 PUTE.—Any dispute over the fair  
3 market value of the Red Willow Per-  
4 mitted Cabin Land or the Red Willow  
5 Permitted Concession Land, as appli-  
6 cable, under an appraisal conducted  
7 under clause (i) shall be resolved in  
8 accordance with section 2201.4 of title  
9 43, Code of Federal Regulations (or a  
10 successor regulation).

11 (IV) CONSIDERATION OF REVE-  
12 NUES.—An appraisal under clause (i)  
13 shall take into consideration any fu-  
14 ture income stream that the United  
15 States would have derived from the  
16 Red Willow Permitted Cabin Land or  
17 the Red Willow Permitted Concession  
18 Land, as applicable, at the time of the  
19 conveyance, including revenues to the  
20 United States—

21 (aa) from existing water  
22 service and repayment contracts;

23 (bb) from known or reason-  
24 ably foreseeable new contracts or  
25 renewals;

1 (cc) as aid to irrigation; and  
2 (dd) from any other author-  
3 ized source.

4 (B) CONVEYANCE COSTS.—

5 (i) IN GENERAL.—Frontier County  
6 shall be responsible for paying, in advance  
7 of 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), the estimated costs  
11 associated with the conveyance, as deter-  
12 mined by the Secretary.

13 (ii) INCLUSIONS.—Conveyance costs  
14 under clause (i) may include—

15 (I) any transaction, survey, and  
16 administrative costs necessary for the  
17 preparation and completion of trans-  
18 fer of title;

19 (II) the costs of legal instru-  
20 ments and deeds;

21 (III) the costs of compliance with  
22 the National Environmental Policy  
23 Act of 1969 (42 U.S.C. 4321 et seq.)  
24 and other applicable Federal laws;  
25 and

1 (IV) the costs of any other con-  
2 veyance procedures determined to be  
3 necessary by the Secretary.

4 (6) MANAGEMENT.—Frontier County shall  
5 manage the Red Willow Permitted Cabin Land or  
6 the Red Willow Permitted Concession Land, as ap-  
7 plicable, conveyed under paragraph (1)—

8 (A) for substantially the same purposes for  
9 which the Red Willow Permitted Cabin Land or  
10 Red Willow Permitted Concession Land, respec-  
11 tively, is being used as of the date of enactment  
12 of this Act; or

13 (B) for—

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

19 (ii) public access;

20 (iii) fish and wildlife habitat; or

21 (iv) the preservation of the natural  
22 character of the Red Willow Permitted  
23 Cabin Land or Red Willow Permitted Con-  
24 cession Land, respectively.



1           (c) RECLAMATION TITLE TRANSFER PROCE-  
2 DURES.—Any procedures for the conveyance of requested  
3 Federal land under subsection (a) or (b) shall comply with  
4 the requirements contained in the Reclamation Manual  
5 Directives and Standards numbered CMP 11–01 (as in  
6 effect on the date of enactment of this Act), as determined  
7 to be applicable by the Secretary.

8           (d) SUBSEQUENT CONVEYANCE OF REQUESTED  
9 FEDERAL LAND.—

10           (1) IN GENERAL.—Except as provided in para-  
11 graph (2), on completion of a conveyance to Hitch-  
12 cock County or Frontier County, as applicable, of re-  
13 quested Federal land under subsection (a) or (b),  
14 Hitchcock County or Frontier County may not sub-  
15 sequently reconvey the applicable requested Federal  
16 land.

17           (2) EXCEPTIONS.—Notwithstanding paragraph  
18 (1), Hitchcock County or Frontier County may sub-  
19 sequently convey requested Federal land if—

20           (A) the requested Federal land is recon-  
21 veyed, at no cost, to an entity located in the  
22 State that is recognized by the State as a pub-  
23 licly owned or governmental organization, in-  
24 cluding—

25                   (i) a State agency;

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

3 (iii) a natural resource district; and

4 (iv) an irrigation or reclamation dis-  
5 trict;

6 (B) Hitchcock County or Frontier County,  
7 respectively, has demonstrated an impending  
8 adverse impact if the requested Federal land is  
9 not reconveyed;

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

16 (D) the requested Federal land to be re-  
17 conveyed would continue to be available for  
18 public access.

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

1 **SEC. 4. EFFECT ON RESERVATIONS, EASEMENTS, AND**  
2 **OTHER RIGHTS.**

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

5 (1) valid existing rights;

6 (2) operational requirements of the Pick-Sloan  
7 Missouri River Basin Program authorized by section  
8 9 of the Act of December 22, 1944 (commonly  
9 known as the “Flood Control Act of 1944”) (58  
10 Stat. 891, chapter 665), including Swanson Res-  
11 ervoir and Hugh Butler Reservoir;

12 (3) any flowage easement reserved by the  
13 United States to allow full operation of the Swanson  
14 Reservoir and Hugh Butler Reservoir for authorized  
15 purposes, as applicable;

16 (4) any applicable reservations described in—

17 (A) the Lakeview Lodge Management  
18 Agreement, Red Willow Management Agree-  
19 ment, or Swanson Management Agreement, as  
20 applicable; or

21 (B) an applicable cabin permit;

22 (5) oil, gas, and other mineral rights reserved  
23 of record, as of the date of enactment of this Act,  
24 by, or in favor of, the United States or a third  
25 party, with respect to the applicable requested Fed-  
26 eral land;

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

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

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

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

11           and

12           (8) the granting of applicable easements for—

13                   (A) vehicular access to the applicable re-  
14                   quested Federal land; and

15                   (B) access to, and use of, all docks, boat-  
16                   houses, ramps, retaining walls, and other im-  
17                   provements for which access is provided in a  
18                   permit for the use of the applicable requested  
19                   Federal land as of the date of enactment of this  
20                   Act.

21           (b) LIABILITY; TAKING.—

22                   (1) LIABILITY.—The United States shall not be  
23                   liable for flood damage to a property, Hitchcock  
24                   County, or Frontier County, or for damages arising  
25                   out of any act, omission, or occurrence relating to a

1 permit holder, Hitchcock County, or Frontier Coun-  
2 ty, other than for damages caused by an act or  
3 omission of the United States or an employee, agent,  
4 or contractor of the United States before the date of  
5 enactment of this Act.

6 (2) HOLD HARMLESS.—Hitchcock County,  
7 Frontier County, and any entity to which requested  
8 Federal land is subsequently conveyed pursuant to  
9 section 3(d)(2) shall agree to indemnify and hold  
10 harmless the United States for all claims by Hitch-  
11 cock County, Frontier County, or others arising  
12 from—

13 (A) the design, construction, operation,  
14 maintenance, or replacement of Red Willow  
15 Dam, Hugh Butler Reservoir, Trenton Dam, or  
16 Swanson Reservoir;

17 (B) the survey of claims, description of  
18 claims, delineation of boundaries, conveyance  
19 documents, conveyance process, and recording  
20 of deeds associated with a conveyance under  
21 this Act; or

22 (C) any damages associated with a struc-  
23 ture or land that may be displaced in a flood  
24 event.

1           (3) NO ADDITIONAL LIABILITY.—Nothing in  
2           this Act increases the liability of the United States  
3           beyond the liability provided under chapter 171 of  
4           title 28, United States Code (commonly known as  
5           the “Federal Tort Claims Act”).

6           (4) TAKING.—Any temporary flooding or flood  
7           damage to a property, Hitchcock County, or Fron-  
8           tier County, shall not be considered to be a taking  
9           by the United States.

10 **SEC. 5. INTERIM REQUIREMENTS.**

11           During the period beginning on the date of enactment  
12           of this Act and ending on the date of conveyance of re-  
13           quested Federal land under subsection (a) or (b) of section  
14           3, the provisions of the Lakeview Lodge Management  
15           Agreement, Red Willow Management Agreement, and  
16           Swanson Management Agreement, as applicable, and any  
17           applicable permits, shall remain in force and effect.

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

19           (a) ENVIRONMENTAL AND HISTORIC PRESERVATION  
20           LAWS.—Before conveying requested Federal land pursu-  
21           ant to subsection (a) or (b) of section 3, the Secretary  
22           shall carry out all activities with respect to the conveyance  
23           required under—

24           (1) the National Environmental Policy Act of  
25           1969 (42 U.S.C. 4321 et seq.);

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

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

5           (4) any other applicable laws.

6           (b) COMPLIANCE BY COUNTIES.—Effective on the  
7           date of conveyance of requested Federal land pursuant to  
8           subsection (a) or (b) of section 3, Hitchcock County and  
9           Frontier County shall comply with all applicable Federal,  
10          State, and local laws (including regulations) with respect  
11          to management of the conveyed requested Federal land,  
12          as applicable.

Union Calendar No. 620

118<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

**H. R. 8413**

[Report No. 118-735]

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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.

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NOVEMBER 14, 2024

Committed to the Committee of the Whole House on the State of the Union and ordered to be printed