

118TH CONGRESS
2D SESSION

H. R. 8413

IN THE SENATE OF THE UNITED STATES

DECEMBER 9, 2024

Received

AN ACT

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,*

1 **SECTION 1. SHORT TITLE.**

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

4 **SEC. 2. DEFINITIONS.**

5 In this Act:

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

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

22 (3) **HITCHCOCK COUNTY.**—The term “Hitch-
23 cock County” means Hitchcock County, Nebraska,
24 acting through the Board of Commissioners of
25 Hitchcock County.

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

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

17 (6) LAKEVIEW LODGE PERMITTED CONCESSION
18 LAND.—The term “Lakeview Lodge Permitted Con-
19 cession Land” means the approximately 21.5 acres
20 of land and water for the operation of a public con-
21 cession at Swanson Reservoir, as generally depicted
22 on the map prepared by the Bureau of Reclamation
23 entitled “Lakeview Lodge Concession Boundary”
24 and dated August 2023.

1 (7) RED WILLOW MANAGEMENT AGREEMENT.—

2 The term “Red Willow 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 a Concession Oper-
7 ation at Hugh Butler Reservoir, Nebraska”, num-
8 bered 24–LM–60–5155, and dated March 7, 2024.

9 (8) RED WILLOW PERMITTED CABIN LAND.—

10 The term “Red Willow Permitted Cabin Land”
11 means the approximately 6.5 acres of land encom-
12 passing the 8 permitted cabin lots at the Hugh But-
13 ler Reservoir, as generally depicted on the map pre-
14 pared by the Bureau of Reclamation entitled “Red
15 Willow Cabin Map” and dated March 2024.

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

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

lowing parcels of land, or any subset of those parcels, with respect to which a title transfer agreement is executed:

(A) The Lakeview Lodge Permitted Concession Land.

(B) The Red Willow Permitted Cabin Land.

(C) The Red Willow Permitted Concession Land.

(D) The Swanson Permitted Cabin Land.

(E) The Swanson Permitted Concession Land.

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

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

(13) SWANSON MANAGEMENT AGREEMENT.—The term “Swanson Management Agreement” means the management agreement entitled “Management Agreement between the Bureau of Reclamation, et al., for the Development, Management, Operation, and Maintenance of a Concession Operation at Swanson Reservoir, Nebraska”, numbered 24–LM–60–5154, and dated April 19, 2024.

1 (14) SWANSON PERMITTED CABIN LAND.—The
2 term “Swanson Permitted Cabin Land” means the
3 approximately 6.2 acres of land encompassing the 11
4 permitted cabin lots at the Swanson Reservoir, as
5 generally depicted on the map prepared by the Bu-
6 reau of Reclamation entitled “Swanson Cabin Map”
7 and dated March 2024.

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

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

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

tween the Secretary and Frontier County or Hitchcock County, as applicable, that establishes the legal, institutional, and financial terms for the conveyance of the applicable requested Federal land.

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

(a) CONVEYANCES TO HITCHCOCK COUNTY AND FRONTIER COUNTY.—

(1) TITLE TRANSFER AGREEMENT.—Subject to paragraphs (2) and (5) and sections 4 and 5, not later than 3 years after the date of enactment of this Act, the Secretary shall make good faith efforts to enter into negotiations for, and enter into, title transfer agreements with each of Hitchcock County and Frontier County—

(A) under which the Secretary shall convey to Hitchcock County or Frontier County, as applicable, all requested right, title, and interest of the United States in and to the applicable requested Federal land;

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

(i) shall be conveyed in whole; and

(ii) shall not be subdivided; and

1 (C) that provides a plan for—

2 (i) a demonstration of—

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

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

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

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

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

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

15 (4) COSTS.—

16 (A) CONSIDERATION.—

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

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

2 (II) by a third-party appraiser
3 approved by the Secretary; and

4 (III) subject to the management
5 requirements under paragraph (5)
6 and section 4.

7 (ii) APPRAISAL REQUIREMENTS.—

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

13 (II) IMPROVEMENTS.—For pur-
14 poses of clause (i), any improvements
15 to the applicable requested Federal
16 land made by a permit holder shall
17 not be included in the appraised value
18 of the applicable requested Federal
19 land.

20 (III) RESOLUTION OF DIS-
21 PUTE.—Any dispute over the fair
22 market value of the applicable re-
23 quested Federal land under an ap-
24 praisal conducted under clause (i)
25 shall be resolved in accordance with

1 section 2201.4 of title 43, Code of
2 Federal Regulations (or a successor
3 regulation).

4 (IV) CONSIDERATION OF REVE-
5 NUES.—An appraisal under clause (i)
6 shall take into consideration any fu-
7 ture income stream that the United
8 States would have derived from the
9 applicable requested Federal land at
10 the time of the conveyance, including
11 revenues to the United States—

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

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

17 (cc) as aid to irrigation; and

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

20 (iii) USE.—Amounts paid under
21 clause (i) shall be available to the Sec-
22 retary, subject to further appropriation, for
23 activities relating to the operation of the
24 Hugh Butler Reservoir and Swanson Res-
25 ervoir.

1 (B) CONVEYANCE COSTS.—As a condition
2 of a conveyance under paragraph (3), Hitchcock
3 County or Frontier County, as applicable, shall
4 be responsible for paying, in advance of the
5 conveyance of the applicable requested Federal
6 land, all survey and other administrative costs,
7 as determined to be necessary by the Secretary,
8 for the preparation and completion of transfer
9 of title to, the applicable requested Federal
10 land.

11 (5) MANAGEMENT.—Hitchcock County and
12 Frontier County shall each manage the applicable
13 requested Federal land conveyed to Hitchcock Coun-
14 ty or Frontier County, as applicable, under para-
15 graph (3)—

16 (A) for substantially the same purposes for
17 which the applicable requested Federal land is
18 being used as of the date of enactment of this
19 Act; or

20 (B) for—

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

- 1 (ii) public access;
- 2 (iii) fish and wildlife habitat; or
- 3 (iv) the preservation of the natural
- 4 character of the applicable requested Fed-
- 5 eral land.

6 (b) SUBSEQUENT CONVEYANCE OF REQUESTED
7 FEDERAL LAND.—

8 (1) IN GENERAL.—Except as provided in para-
9 graph (2), on completion of a conveyance to Hitch-
10 cock County or Frontier County, as applicable, of
11 the applicable requested Federal land under sub-
12 section (a), Hitchcock County or Frontier County,
13 as applicable, may not subsequently reconvey the ap-
14 plicable requested Federal land.

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

19 (A) the applicable requested Federal land
20 is reconveyed, at no cost, to an entity located
21 in the State that is recognized by the State as
22 a publicly owned or governmental organization,
23 including—

- 24 (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 as applicable, has demonstrated an impending
8 adverse impact if the applicable requested Fed-
9 eral land is not reconveyed;

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

17 (D) the applicable requested Federal land
18 to be reconveyed would continue to be available
19 for public access.

20 (3) FUTURE CONVEYANCES.—A subsequent
21 conveyance of requested Federal land shall be sub-
22 ject to the requirements of this subsection and sub-
23 section (a)(5).

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

3 (a) IN GENERAL.—A conveyance under section 3(a)
4 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, as applicable,
15 for authorized purposes;

16 (4) any applicable reservations described in the
17 Lakeview Lodge Management Agreement, Red Wil-
18 low Management Agreement, or Swanson Manage-
19 ment Agreement, as applicable;

20 (5) oil, gas, and other mineral rights reserved
21 of record, as of the date of enactment of this Act,
22 by, or in favor of, the United States or a third
23 party;

24 (6) any permit, license, lease, right-of-use, flow-
25 age easement, or right-of-way of record in, on, over,
26 or across the applicable requested Federal land,

1 whether owned by the United States or a third
2 party, as of the date of enactment of this Act;

3 (7) as applicable, a deed restriction that pro-
4 hibits building any new permanent structure on the
5 applicable requested Federal land below an elevation
6 of—

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

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

9 and

10 (8) the granting of applicable easements for—

11 (A) vehicular access to the applicable re-
12 quested Federal land; and

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

19 (b) LIABILITY; TAKING.—

20 (1) LIABILITY.—The United States shall not be
21 liable for flood damage to a property, Hitchcock
22 County, or Frontier County, or for damages arising
23 out of any act, omission, or occurrence relating to a
24 permit holder, Hitchcock County, or Frontier Coun-
25 ty, other than for damages caused by an act or

1 omission of the United States or an employee, agent,
2 or contractor of the United States before the date of
3 enactment of this Act.

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

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

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

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

23 (3) NO ADDITIONAL LIABILITY.—Nothing in
24 this Act increases the liability of the United States
25 beyond the liability provided under chapter 171 of

1 title 28, United States Code (commonly known as
2 the “Federal Tort Claims Act”).

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

7 **SEC. 5. INTERIM REQUIREMENTS.**

8 (a) IN GENERAL.—During the period beginning on
9 the date of enactment of this Act and ending on the date
10 that is the later of the date that is 3 years after the date
11 of enactment of this Act or the date of conveyance of the
12 applicable requested Federal land under section 3(a), the
13 provisions of the Lakeview Lodge Management Agree-
14 ment, Red Willow Management Agreement, and Swanson
15 Management Agreement, as applicable, and any applicable
16 permits, shall remain in force and effect.

17 (b) EFFECT OF FAILURE TO ENTER INTO TITLE
18 TRANSFER AGREEMENT.—If, by the date that is 3 years
19 after the date of enactment of this Act, Hitchcock County
20 or Frontier County, as applicable, have not entered into
21 a title transfer agreement with the Secretary under section
22 3(a)(1), the Secretary shall manage any of the Lakeview
23 Lodge Permitted Concession Land, the Red Willow Per-
24 mitted Cabin Land, the Red Willow Permitted Concession
25 Land, the Swanson Permitted Cabin Land, and the Swan-

1 son Permitted Concession Land, as applicable, that is not
2 subject to a title transfer agreement in accordance with
3 applicable law.

Passed the House of Representatives December 5,
2024.

Attest: KEVIN F. MCCUMBER,
Clerk.