

**Calendar No. 182**

103D CONGRESS  
1ST SESSION

**S. 1156**

[Report No. 103-124]

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**A BILL**

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.

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AUGUST 5 (legislative day, JUNE 30), 1993  
Reported with an amendment

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IN THE SENATE OF THE UNITED STATES

JUNE 24 (legislative day, JUNE 22), 1993

Mr. HOLLINGS (for himself and Mr. THURMOND) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

AUGUST 5 (legislative day, JUNE 30), 1993

Reported by Mr. INOUE, with an amendment

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

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**A BILL**

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 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 “Catawba Indian Tribe  
3 of South Carolina Land Claims Settlement Act of 1993”.

4 **SEC. 2. DECLARATION OF POLICY, CONGRESSIONAL FIND-**  
5 **INGS AND PURPOSE.**

6 (a) FINDINGS.—The Congress declares and finds  
7 that:

8 (1) It is the policy of the United States to pro-  
9 mote tribal self-determination and economic self-suf-  
10 ficiency and to support the resolution of disputes  
11 over historical claims through settlements mutually  
12 agreed to by Indian and non-Indian parties.

13 (2) There is pending before the United States  
14 District Court for the District of South Carolina a  
15 lawsuit disputing ownership of approximately  
16 140,000 acres of land in the State of South Carolina  
17 and other rights of the Catawba Indian Tribe under  
18 Federal law.

19 (3) The Catawba Indian Tribe has also initiated  
20 a related lawsuit against the United States in the  
21 United States Court of Federal Claims seeking mon-  
22 etary damages.

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

25 (A) In treaties with the Crown in 1760  
26 and 1763, the Tribe ceded vast portions of its

1 aboriginal territory in the present States of  
2 North and South Carolina in return for guaran-  
3 tees of being quietly settled on a 144,000-acre  
4 reservation.

5 (B) The Tribe's district court suit con-  
6 tended that in 1840 the Tribe and the State en-  
7 tered into an agreement without Federal ap-  
8 proval or participation whereby the Tribe ceded  
9 its treaty reservation to the State, thereby giv-  
10 ing rise to the Tribe's claim that it was dispos-  
11 sessed of its lands in violation of Federal law.

12 (C) In 1943, the United States entered  
13 into an agreement with the Tribe and the State  
14 to provide services to the Tribe and its mem-  
15 bers. The State purchased 3,434 acres of land  
16 and conveyed it to the Secretary in trust for the  
17 Tribe and the Tribe organized under the Indian  
18 Reorganization Act.

19 (D) In 1959, Congress enacted the Ca-  
20 tawba Tribe of South Carolina Division of As-  
21 sets Act, 25 U.S.C. 931-938. Federal agents  
22 assured the Tribe that if the Tribe would re-  
23 lease the Government from its obligation under  
24 the 1943 agreement and agree to Federal legis-  
25 lation terminating the Federal trust relation-

1           ship and liquidating the 1943 reservation, the  
2           status of the Tribe's land claim would not be  
3           jeopardized by termination.

4           (E) In 1980, the Tribe initiated Federal  
5           court litigation to regain possession of its treaty  
6           lands and in 1986, the United States Supreme  
7           Court ruled in South Carolina against Catawba  
8           Indian Tribe that the 1959 Act resulted in the  
9           application of State statutes of limitations to  
10          the Tribe's land claim. Two subsequent deci-  
11          sions of the United States Court of Appeals for  
12          the Fourth Circuit have held that some portion  
13          of the Tribe's claim is barred by State statutes  
14          of limitations and that some portion is not  
15          barred.

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

1       nominally and socially damaging controversies; pro-  
2       long uncertainty as to the ownership of property;  
3       and seriously impair long-term economic planning  
4       and development for all parties.

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

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

20          (8) To advance the goals of the Federal policy  
21       of Indian self-determination and restoration of ter-  
22       minated Indian tribes, and in recognition of the  
23       United States obligation to the Tribe and the Fed-  
24       eral policy of settling historical Indian claims  
25       through comprehensive settlement agreements, it is

1 appropriate that the United States participate in the  
2 funding and implementation of the Settlement  
3 Agreement.

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

5 (1) to approve, ratify, and confirm the Settle-  
6 ment Agreement entered into by the non-Indian set-  
7 tlement parties and the Tribe;

8 (2) to authorize and direct the Secretary to im-  
9 plement the terms of such Settlement Agreement;

10 (3) to authorize the actions and appropriations  
11 necessary to implement the provisions of the Settle-  
12 ment Agreement and this Act;

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

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

18 **SEC. 3. DEFINITIONS.**

19 For purposes of this Act:

20 (1) The term "Tribe" means the Catawba In-  
21 dian Tribe of South Carolina as constituted in ab-  
22 original times, which was party to the Treaty of  
23 Pine Tree Hill in 1760 as confirmed by the Treaty  
24 of Augusta in 1763, which was party also to the  
25 Treaty of Nation Ford in 1840, and which was the

1 subject of the Termination Act, and all predecessors  
2 and successors in interest, including the Catawba In-  
3 dian Tribe of South Carolina, Inc.

4 (2) The term “claim” or “claims” means any  
5 claim which was asserted by the Tribe in either Suit,  
6 and any other claim which could have been asserted  
7 by the Tribe or any Catawba Indian of a right, title  
8 or interest in property, to trespass or property dam-  
9 ages, or of hunting, fishing or other rights to natu-  
10 ral resources, if such claim is based upon aboriginal  
11 title, recognized title, or title by grant, patent, or  
12 treaty including the Treaty of Pine Tree Hill of  
13 1760, the Treaty of Augusta of 1763, or the Treaty  
14 of Nation Ford of 1840.

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

19 (4) The term “Existing Reservation” means  
20 that tract of approximately 630 acres conveyed to  
21 the State in trust for the Tribe by J.M. Doby on  
22 December 24, 1842, by deed recorded in York Coun-  
23 ty Deed Book N, pp. 340–341.

24 (5) The term “General Council” means the  
25 membership of the Tribe convened as the Tribe’s

1 governing body for the purpose of conducting tribal  
2 business pursuant to the Tribe's constitution.

3 (6) The terms "internal matters" or "internal  
4 tribal matters" mean matters which include (but are  
5 not limited to) the relationship between the Tribe  
6 and one or more of its Members, the conduct of trib-  
7 al government over Members, and the Tribe's exer-  
8 cise of the power to exclude individuals from the  
9 Reservation.

10 (7) The term "Member" means individuals who  
11 are members of the Tribe as determined in accord-  
12 ance with this Act.

13 (8) The term "Reservation" or "Expanded Res-  
14 ervation" means the Existing Reservation and the  
15 lands added to the Existing Reservation in accord-  
16 ance with section 14 of this Act, which are to be  
17 held in trust by the Secretary in accordance with  
18 this Act.

19 (9) The term "Secretary" means the Secretary  
20 of the Interior.

21 (10) The term "Settlement Agreement" means  
22 the document entitled "Agreement in Principle " be-  
23 tween the Tribe and the State of South Carolina and  
24 attached to the copy of the State implementing legis-

1 lation and filed with the Secretary of State of the  
2 State of South Carolina.

3 (11) The term “State” means, except for sec-  
4 tions 6 (a) through (f) and subsections (d)(2) and  
5 (h) of section 18 of this Act, the State of South  
6 Carolina.

7 (12) The term “Suit” or “Suits” means Ca-  
8 tawba Indian Tribe of South Carolina v. State of  
9 South Carolina, et al., docketed as Civil Action No.  
10 80-2050 and filed in the United States District  
11 Court for the District of South Carolina; and Ca-  
12 tawba Indian Tribe of South Carolina v. The United  
13 States of America, docketed as Civil Action No. 90-  
14 553L and filed in the United States Court of  
15 Federal Claims.

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

22 (14) The term “transfer” includes (but is not  
23 limited to) any voluntary or involuntary sale, grant,  
24 lease, allotment, partition, or other conveyance; any  
25 transaction the purpose of which was to effect a

1 sale, grant, lease, allotment, partition, or convey-  
2 ance; and any act, event or circumstance that re-  
3 sulted in a change in title to, possession of, domin-  
4 ion over, or control of land, water, minerals, timber,  
5 or other natural resources.

6 (15) The term "Trust Funds" means the trust  
7 funds established by section 13 of this Act.

8 **SEC. 4. RESTORATION OF FEDERAL TRUST RELATIONSHIP.**

9 (a) ~~RESTORATION OF THE FEDERAL TRUST RELA-~~  
10 ~~TIONSHIP.~~—On the effective date of this Act, the trust re-  
11 lationship between the Tribe and the United States shall  
12 be restored.

13 (b) ~~ELIGIBILITY FOR FEDERAL BENEFITS AND~~  
14 ~~SERVICES.~~—Notwithstanding any other provision of law,  
15 on the same date as the trust relationship is restored, the  
16 Tribe and the Members shall be eligible for all benefits  
17 and services furnished to federally recognized Indian  
18 tribes and their members because of their status as Indi-  
19 ans. On the effective date of this Act, the Secretary shall  
20 enter the Tribe on the list of federally recognized bands  
21 and tribes maintained by the Department of the Interior;  
22 and its members shall be entitled to special services, edu-  
23 cational benefits, medical care, and welfare assistance pro-  
24 vided by the United States to Indians because of their sta-  
25 tus as Indians, and the Tribe shall be entitled to the spe-

1 cial services performed by the United States for tribes be-  
2 cause of their status as Indian tribes.

3       (c) HEALTH CARDS.—In addition to any other enti-  
4 tlement or eligibility the Tribe or Members may have be-  
5 cause of their status as Indians, the Indian Health Service  
6 shall issue health cards for use by any Member in a health  
7 care facility of their choosing approved by the Indian  
8 Health Service as to quality of care. Such health card shall  
9 entitle the Member to the same level of care as is available  
10 at any Indian health care facility or through contract  
11 health care for Indians.

12       (d) REPEAL OF TERMINATION ACT.—The Termi-  
13 nation Act is repealed, and the provisions of the Termi-  
14 nation Act shall not apply to the Tribe or Members after  
15 the effective date of this Act.

16       (e) EFFECT ON PROPERTY RIGHTS AND OTHER OB-  
17 LIGATIONS.—Except as otherwise specifically provided in  
18 this Act, this Act shall not affect any property right or  
19 obligation or any contractual right or obligation in exist-  
20 ence before the effective date of this Act, or any obligation  
21 for taxes levied before that date.

22       (f) EXTENT OF JURISDICTION.—This Act shall not  
23 be construed to empower the Tribe with special jurisdic-  
24 tion or to deprive the State of jurisdiction other than as  
25 expressly provided by this Act or by the State implement-

1 ing legislation. The jurisdiction and governmental powers  
2 of the Tribe shall be solely those set forth in this Act and  
3 the State implementing legislation.

4 (g) IMPACT AID.—For purposes of the Act of Sep-  
5 tember 30, 1950 (Public Law 874, 81st Congress; 20  
6 U.S.C. 236 et seq.), if any property within the school dis-  
7 trict of any local educational agency is occupied by any  
8 part of the Expanded Reservation, such local educational  
9 agency shall be considered to have fulfilled the require-  
10 ments of section 2 of such Act and shall be eligible for  
11 payments under section 3 of such Act.

12 **SEC. 5. SETTLEMENT FUNDS.**

13 (a) AUTHORIZATION FOR APPROPRIATION.—There is  
14 hereby authorized to be appropriated \$32,000,000 for the  
15 Federal share which shall be deposited in the trust funds  
16 established pursuant to section 13 of this Act or paid pur-  
17 suant to section 6(g).

18 (b) DISBURSEMENT IN ACCORDANCE WITH SETTLE-  
19 MENT AGREEMENT.—The Federal Funds appropriated  
20 pursuant to this Act shall be disbursed in five equal an-  
21 nual installments of \$6,400,000 beginning in the fiscal  
22 year following enactment of this Act. Funds transferred  
23 to the Secretary from other sources shall be deposited in  
24 the trust funds established pursuant to section 13 of this

1 Act or paid pursuant to section 6(g) within 30 days of  
2 receipt by the Secretary.

3 (c) PRIVATE FUNDS.—Any private payments made to  
4 settle the claims may be treated, at the election of the  
5 taxpayer, as either a payment in settlement of litigation  
6 or a charitable contribution for Federal income tax pur-  
7 poses.

8 (d) FEDERAL, STATE, LOCAL AND PRIVATE CON-  
9 TRIBUTIONS HELD IN TRUST BY SECRETARY.—The Sec-  
10 retary shall, on behalf of the Tribe, collect those contribu-  
11 tions toward settlement appropriated or received by the  
12 State pursuant to section 5.2 of the Settlement Agreement  
13 and shall either hold such funds totalling \$18,000,000, to-  
14 gether with the Federal funds appropriated pursuant to  
15 this Act, in trust for the Tribe pursuant to the provisions  
16 of section 13 of this Act or pay such funds pursuant to  
17 section 6(g) of this Act.

18 **SEC. 6. RATIFICATION OF PRIOR TRANSFERS; EXTINGUISH-**  
19 **MENT OF ABORIGINAL TITLE, RIGHTS AND**  
20 **CLAIMS.**

21 (a) RATIFICATION OF TRANSFERS.—Any transfer of  
22 land or natural resources located anywhere within the  
23 United States from, by, or on behalf of the Tribe, any  
24 one or more of its Members, or anyone purporting to be  
25 a Member, including but without limitation any transfer

1 pursuant to any treaty, compact, or statute of any State,  
2 shall be deemed to have been made in accordance with  
3 the Constitution and all laws of the United States, and  
4 Congress hereby does approve and ratify any such transfer  
5 effective as of the date of said transfer. Nothing in this  
6 section shall be construed to affect or eliminate the per-  
7 sonal claim of any individual Member (except for any Fed-  
8 eral common law fraud claim) which is pursued under any  
9 law of general applicability that protects non-Indians as  
10 well as Indians.

11 (b) ABORIGINAL TITLE.—To the extent that any  
12 transfer of land or natural resources described in sub-  
13 section (a) of this section may involve land or natural re-  
14 sources to which the Tribe, any of its Members, or anyone  
15 purporting to be a Member, or any other Indian, Indian  
16 nation, or tribe or band of Indians had aboriginal title,  
17 subsection (a) of this section shall be regarded as an extin-  
18 guishment of aboriginal title as of the date of such  
19 transfer.

20 (c) EXTINGUISHMENT OF CLAIMS.—By virtue of the  
21 approval and ratification of any transfer of land or natural  
22 resources effected by this section, or the extinguishment  
23 of aboriginal title effected thereby, all claims against the  
24 United States, any State or subdivision thereof, or any  
25 other person or entity, by the Tribe, any of its Members,

1 or anyone purporting to be a Member, or any predecessors  
2 or successors in interest thereof or any other Indian, In-  
3 dian Nation, or tribe or band of Indians, arising at the  
4 time of or subsequent to the transfer and based on any  
5 interest in or right involving such land or natural re-  
6 sources, including without limitation claims for trespass  
7 damages or claims for use and occupancy, shall be deemed  
8 extinguished as of the date of the transfer.

9       (d) ~~EXTINGUISHMENT OF TITLE.~~—(1) All claims and  
10 all right, title, and interest that the Tribe, its Members,  
11 or any person or group of persons purporting to be Ca-  
12 tawba Indians may have to aboriginal title, recognized  
13 title, or title by grant, patent, or treaty to the lands lo-  
14 cated anywhere in the United States are hereby extin-  
15 guished.

16       (2) This extinguishment of claims shall also extin-  
17 guish title to any hunting, fishing, or water rights or  
18 rights to any other natural resource claimed by the Tribe  
19 or a Member based on aboriginal or treaty recognized title,  
20 and all trespass damages and other damages associated  
21 with use, occupancy or possession, or entry upon such  
22 lands.

23       (e) ~~BAR TO FUTURE CLAIMS.~~—The United States is  
24 hereby barred from asserting by or on behalf of the Tribe  
25 or any of its Members, or anyone purporting to be a Mem-

1 ber, any claim arising before the date of enactment of this  
2 Act from the transfer of any land or natural resources  
3 by deed or other grant, or by treaty, compact, or act of  
4 law, on the grounds that such transfer was not made in  
5 accordance with the laws of South Carolina or the  
6 Constitution or laws of the United States.

7 (f) NO DEROGATION OF FEE SIMPLE IN EXISTING  
8 RESERVATION.—Nothing in this section shall be con-  
9 strued to diminish or derogate from the fee simple estate  
10 in the Existing Reservation or fee simple owned by mem-  
11 bers.

12 (g) COSTS AND ATTORNEYS' FEES.—The parties to  
13 the Suits shall bear their own costs and attorneys' fees  
14 except that the Secretary shall approve and pay to the  
15 Tribe's attorneys in the Suits reasonable attorneys' fees  
16 and expenses not to exceed 10 percent of the \$50,000,000  
17 obligated for payment to the Tribe by Federal, State,  
18 local, and private parties pursuant to section 5 of the Set-  
19 tlement Agreement.

20 (h) PERSONAL CLAIMS NOT AFFECTED.—Nothing in  
21 this section shall be deemed to affect, diminish, or elimi-  
22 nate the personal claim of any individual Indian which is  
23 pursued under any law of general applicability (other than  
24 Federal common law fraud) that protects non-Indians as  
25 well as Indians.

1 **SEC. 7. TRIBAL MEMBERSHIP.**

2 (a) MEMBERSHIP CRITERIA.—A person shall be con-  
3 sidered a member of the Tribe and his or her name shall  
4 be carried on the membership roll if the person is living  
5 on the date of enactment of this Act and—

6 (1) his or her name was listed on the member-  
7 ship roll published by the Secretary in the Federal  
8 Register on February 25, 1961 (~~26~~ Federal Register  
9 ~~1680–1688~~, “Notice of Final Membership Roll”),  
10 and he or she is not excluded under the provisions  
11 of subsection (b); or

12 (2) The Executive Committee determines, based  
13 on the criteria used to compile the roll referred to  
14 in paragraph (1), that his or her name should have  
15 been included on the membership roll at that time,  
16 but was not; or

17 (3) he or she is a lineal descendant of a Mem-  
18 ber whose name appeared or should have appeared  
19 on the membership roll referred to in paragraph (1).

20 (b) REVISION OF MEMBERSHIP ROLL.—The Tribe  
21 shall revise and update its membership roll to include  
22 those persons eligible for membership under subsection (a)  
23 and excluding any persons found to have been erroneously  
24 listed.

1       ~~(c) FEDERAL REGISTER NOTICE.—As soon as prac-~~  
2 ~~ticable after the enactment of this Act, the Secretary shall~~  
3 ~~publish in the Federal Register a notice stating:~~

4           ~~(1) That the rolls of the Tribe are open and will~~  
5 ~~remain open for a period of 90 days.~~

6           ~~(2) The requirements for membership.~~

7           ~~(3) The final membership roll as of September~~  
8 ~~21, 1959.~~

9           ~~(4) The updated membership roll as prepared~~  
10 ~~by the Executive Committee and approved by the~~  
11 ~~General Council.~~

12           ~~(5) The name and address of the tribal or Fed-~~  
13 ~~eral official to whom inquiries should be made.~~

14       ~~(d) FINALIZING MEMBERSHIP ROLL.—Within 120~~  
15 ~~days after publication of notice under subsection (c), the~~  
16 ~~Secretary, after consultation with the Tribe, shall prepare~~  
17 ~~and publish in the Federal Register a proposed final roll~~  
18 ~~of the Tribe's membership. Within 60 days from the date~~  
19 ~~of publication of the proposed final roll, an appeal may~~  
20 ~~be filed with the Executive Committee under rules made~~  
21 ~~by the Executive Committee in consultation with the Sec-~~  
22 ~~retary. Such an appeal may be filed by a Member with~~  
23 ~~respect to the inclusion of any name on the proposed mem-~~  
24 ~~bership roll and by any person with respect to the exclu-~~  
25 ~~sion of his or her name from the membership roll. The~~

1 Executive Committee shall review such appeals and render  
2 a decision, subject to the Secretary's approval. If the Ex-  
3 ecutive Committee and the Secretary disagree, the Sec-  
4 retary's decision will be final. All such appeals shall be  
5 resolved within 90 days following publication of the pro-  
6 posed roll. The final membership roll of the Tribe shall  
7 then be published in the Federal Register and shall be  
8 final for purposes of the distribution of funds from the  
9 Per Capita Trust Fund.

10 (e) FUTURE MEMBERSHIP IN THE TRIBE.—The  
11 Tribe shall have the right to determine future membership  
12 in the Tribe; however, in no event may an individual be  
13 added to the final membership roll which is compiled in  
14 accordance with subsection (d) unless an individual is a  
15 lineal descendent of a person on such final membership  
16 roll.

17 **SEC. 8. TRANSITIONAL AND PROVISIONAL GOVERNMENT.**

18 (a) FUTURE TRIBAL GOVERNMENT.—The Tribe  
19 shall adopt a new constitution within 24 months after en-  
20 actment of this Act.

21 (b) EXECUTIVE COMMITTEE AS TRANSITIONAL  
22 BODY.—(1) Until the Tribe has adopted a constitution,  
23 the existing tribal constitution shall remain in effect and  
24 the Executive Committee is recognized as the provisional  
25 and transitional governing body of the Tribe. For a period

1 not to exceed 24 months from the date of enactment of  
2 this Act, the Executive Committee shall—

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

5       (B) during such period—

6           (i) have full authority to enter into con-  
7 tracts, grant agreements and other arrange-  
8 ments with any Federal department or agency;  
9 and

10           (ii) have full authority to administer or op-  
11 erate any program under such contracts or  
12 agreements.

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

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

18       (B) oversee and implement the revision and  
19 proposal to the Tribe of a new constitution and con-  
20 duct such tribal meetings and elections as required  
21 by this Act.

22 **SEC. 9. TRIBAL CONSTITUTION AND GOVERNANCE.**

23       (a) INDIAN REORGANIZATION ACT.—If the Tribe so  
24 elects, it may organize under the Act of June 18, 1934  
25 (25 U.S.C. 461 et seq.; commonly referred to as the “In-

1 dian Reorganization Act”). The Tribe shall be subject to  
 2 such Act except to the extent such sections are inconsis-  
 3 ent with this Act.

4 (b) ADOPTION OF NEW TRIBAL CONSTITUTION.—  
 5 Within 180 days after the enactment of this Act, the Exec-  
 6 utive Committee shall draft and distribute to each Member  
 7 eligible to vote under the Tribal constitution in effect on  
 8 the date of enactment of this Act, a proposed constitution  
 9 and bylaws for the Tribe together with a brief, impartial  
 10 description of the proposed constitution and bylaws and  
 11 a notice of the date, time and location of the election under  
 12 this subsection. Not sooner than 30 days or later than 90  
 13 days after the distribution of the proposed constitution,  
 14 the Executive Committee shall conduct a secret-ballot elec-  
 15 tion to adopt a new constitution and bylaws.

16 (c) MAJORITY VOTE FOR ADOPTION; PROCEDURE IN  
 17 EVENT OF FAILURE TO ADOPT PROPOSED CONSTITU-  
 18 TION.—(1) The tribal constitution and bylaws shall be

19 ratified and adopted if—

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

22 (B) approved by a majority of those actually  
 23 voting.

24 (2) If in any such election such majority does not ap-  
 25 prove the adoption of the proposed constitution and by-

1 laws, the Executive Committee shall prepare another pro-  
2 posed constitution and bylaws and present it to the Tribe  
3 in the same manner provided in this section for the first  
4 constitution and bylaws. Such new proposed constitution  
5 and bylaws shall be distributed to the eligible voters of  
6 the Tribe no later than 180 days after the date of the  
7 election in which the first proposed constitution and by-  
8 laws failed of adoption. An election on the question of the  
9 adoption of the new proposal of the Executive Committee  
10 shall be conducted in the same manner provided in sub-  
11 section (b) for the election on the first proposed constitu-  
12 tion and bylaws.

13       (d) ELECTION OF TRIBAL OFFICERS.—Within 120  
14 days after the Tribe ratifies and adopts a constitution and  
15 bylaws, the Executive Committee shall conduct an election  
16 by secret ballot for the purpose of electing tribal officials  
17 as provided in the constitution and bylaws. Subsequent  
18 elections shall be held in accordance with the Tribe's con-  
19 stitution and bylaws.

20       (e) EXTENSION OF TIME.—Any time periods pre-  
21 scribed in subsections (b) and (c) may be altered by writ-  
22 ten agreement between the Executive Committee and the  
23 Secretary.

1 **SEC. 10. JURISDICTION AND GOVERNANCE OF THE RES-**  
2 **ERVATION.**

3 (a) POWERS OF TRIBE.—(1) Regardless of whether  
4 the Tribe elects to organize under the Act of June 18,  
5 1934, under section 9(a), in any constitution adopted by  
6 the Tribe, the Tribe may be authorized to exercise author-  
7 ity as consistent with the Settlement Agreement and this  
8 Act—

9 (A) to regulate the use and disposition of tribal  
10 property;

11 (B) to define laws, petty crimes, and rules of  
12 conduct applicable to Members while on the Reserva-  
13 tion, supplementing but not supplanting the criminal  
14 laws of the State;

15 (C) to regulate the conduct of businesses lo-  
16 cated on the Reservation and individuals residing on  
17 the Reservation;

18 (D) to levy taxes on Members and levy other  
19 taxes as provided by this Act and by the Settlement  
20 Agreement;

21 (E) to grant exemptions, abatements, or waiv-  
22 ers from any tribal laws, tribal regulations, or tribal  
23 taxes, except the Tribal Sales and Use Taxes, other-  
24 wise applicable on the Reservation, including waivers  
25 of the jurisdiction of any tribal court;

26 (F) to adopt its own form of government;

1           (G) to determine membership as provided by  
2 this Act;

3           (H) to exclude non-members from its member-  
4 ship rolls and from the Reservation, except for—

5               (i) any public roads traversing the Res-  
6 ervation;

7               (ii) passage on and use of the Catawba  
8 River;

9               (iii) public or private easements encumber-  
10 ing the Reservation properly used by those with  
11 authority to use such easements;

12               (iv) Federal, State and local governmental  
13 officials and employees duly performing official  
14 governmental functions on the Reservation; and

15               (v) any other access to the Reservation al-  
16 lowed by Federal law; and

17           (I) to charter tribally-owned economic develop-  
18 ment corporations and enterprises provided the cor-  
19 porations or enterprises register with the Secretary  
20 of State for South Carolina as a domestic or foreign  
21 corporation when doing business off the Reservation.

22           (2) Except as otherwise provided in this Act and in  
23 the Settlement Agreement, the Tribe shall exercise full au-  
24 thority over internal matters.

1       (b) INDIAN CIVIL RIGHTS ACT.—The Tribe shall be  
2 subject to titles II through VII of Public Law 90–284,  
3 as amended (~~25 U.S.C. 1301~~ et seq.; commonly referred  
4 to as the “Indian Civil Rights Act”) which shall apply to  
5 the Reservation, any tribal court, and anyone subject to  
6 the jurisdiction of the Tribe.

7 **SEC. 11. CRIMINAL JURISDICTION.**

8       (a) CRIMINAL JURISDICTION GENERALLY.—Except  
9 as provided in subsection (b), the State shall exercise ex-  
10 clusive jurisdiction over all crimes under the statutory or  
11 common law of the State of South Carolina.

12       (b) CRIMINAL JURISDICTION OF TRIBAL COURT.—  
13 (1) Any constitution adopted by the Tribe may provide  
14 for a tribal court with original and appellate criminal  
15 jurisdiction, subject to the following limitations:

16           (A) The territorial jurisdiction of the court shall  
17 be limited to the Reservation.

18           (B) The jurisdiction of the court over persons  
19 shall be limited to Members.

20           (C) The subject matter jurisdiction of the court  
21 shall be limited to crimes within the jurisdiction of  
22 the State’s Magistrates’ Courts and to any addi-  
23 tional misdemeanors and petty offenses specified in  
24 the ordinances or laws adopted by the Tribe.

1           ~~(D)~~ The fines and penalties for such mis-  
2           demeanors and offenses shall not exceed the maxi-  
3           mum fines and penalties that a State magistrate's  
4           court may impose.

5           ~~(2)~~ In all cases in which the tribal court has jurisdic-  
6           tion over State law—

7           ~~(A)~~ its jurisdiction shall be concurrent with the  
8           jurisdiction of the Magistrates' Court of the State;  
9           and

10           ~~(B)~~ defendants shall have the right to remove  
11           such cases to the Magistrates' Court or appeal their  
12           convictions in tribal court cases to the General Ses-  
13           sions Court, in the same manner that Magistrates'  
14           Court's decisions may be appealed, or in accordance  
15           with such procedures as the South Carolina General  
16           Assembly may provide.

17           ~~(3)~~ In cases where the tribal court is applying those  
18           additional ordinances or laws adopted by the Tribe in ac-  
19           cordance with this subsection, it shall have exclusive juris-  
20           diction.

21           ~~(c)~~ PEACE OFFICERS.—For the purpose of enforcing  
22           the Tribe's powers under sections 10(a), 11, and 17 of  
23           this Act, the Tribe may employ peace officers. The employ-  
24           ment and authority of peace officers shall be in the man-

1 ner prescribed in the Settlement Agreement and the State  
2 implementing legislation.

3 **SEC. 12. CIVIL JURISDICTION OF TRIBAL COURT.**

4 (a) JURISDICTION AS PRESCRIBED BY THIS ACT.—

5 (1) The Tribe may provide in its constitution for a Tribal  
6 Court having civil jurisdiction which may extend up to,  
7 but not exceed, the extent provided by this Act. The Tribe  
8 may have a court of original jurisdiction, as well as an  
9 appellate court.

10 (2)(A) With respect to actions on contracts, the Trib-  
11 al Court may be vested with jurisdiction over the following:

12 (i) An action on a contract to which the Tribe  
13 or a Member is a party, which expressly provides in  
14 writing that the Tribal Court has concurrent or ex-  
15 clusive jurisdiction.

16 (ii) An action on a contract between the Tribe  
17 or a Member and other parties or agents thereof  
18 who are physically present on the Reservation when  
19 the contract is made, which is to be performed in  
20 part on the Reservation so long as the contract does  
21 not expressly exclude jurisdiction of the Tribal  
22 Court.

23 (iii) An action on a contract to which the Tribe  
24 or a Member of the Tribe is a party where more  
25 than 50 percent of the services to be rendered are

1 performed on the Reservation so long as the contract  
2 does not expressly exclude jurisdiction of the Tribal  
3 Court.

4 ~~(B) For purposes of this paragraph, the delivery of~~  
5 ~~goods or the solicitation of business on the Reservation~~  
6 ~~shall not constitute part performance sufficient to confer~~  
7 ~~jurisdiction.~~

8 ~~(3) With respect to actions in tort, the Tribal Court~~  
9 ~~may be vested with jurisdiction over the following:~~

10 ~~(A) An action arising out of an intentional tort,~~  
11 ~~as defined by South Carolina law, committed on the~~  
12 ~~Reservation in which recovery is sought for bodily~~  
13 ~~injuries and/or damages to tangible property located~~  
14 ~~on the Reservation.~~

15 ~~(B) An action arising out of negligent tortious~~  
16 ~~conduct occurring on the Reservation or conduct oc-~~  
17 ~~curing on the Reservation for which strict liability~~  
18 ~~may be imposed, excluding, however, accidents oc-~~  
19 ~~curing within the right-of-way limits of any high-~~  
20 ~~way, road, or other public easement owned or main-~~  
21 ~~tained by the State or any of its subdivisions, or by~~  
22 ~~the United States, which abuts or crosses the Res-~~  
23 ~~ervation. Any such action in tort involving a non-~~  
24 ~~Member of the Tribe as defendant may be removed~~  
25 ~~to a State or Federal court of appropriate jurisdic-~~

1       tion if the amount in controversy exceeds the juris-  
2       dictional limits then applicable to Magistrate's  
3       Courts in the State of South Carolina.

4       (4) The Tribal Court may be vested with exclusive  
5       jurisdiction over internal matters of the Tribe.

6       (5) The Tribal Court may be vested with jurisdiction  
7       over domestic relations where both spouses to the mar-  
8       riage are Members and both reside on the Reservation or  
9       last resided together on the Reservation before the separa-  
10      tion leading to their divorce.

11      (6) The Tribal Court may be vested with jurisdiction  
12      to enforce against any business located on the Reserva-  
13      tion, and any Member or non-Member residing on the Res-  
14      ervation, any tribal civil regulation regulating conduct on  
15      the Reservation enacted pursuant to section 10(a) or 17  
16      of this Act. Such persons or entities are charged with no-  
17      tice of the Tribe's regulations governing conduct on the  
18      Reservation and are subject to the enforcement of such  
19      regulations in the tribal court unless the Tribe has specifi-  
20      cally exempted the entity or person from any or all regula-  
21      tion and enforcement in tribal court.

22      (b) CONCURRENT JURISDICTION.—(1) The original  
23      jurisdiction of the Tribal Court over matters set forth in  
24      paragraphs (2) (if concurrent), (3), and (5) of subsection  
25      (a) shall be concurrent with the jurisdiction of the Court

1 of Common Pleas of South Carolina, the Family Court,  
2 and United States District Court for South Carolina  
3 where permitted by title 28 of the United States Code.

4       (2) The original jurisdiction of the Tribal Court over  
5 the matters set forth in paragraph (2)(A) of subsection  
6 (a) shall be concurrent or exclusive depending upon the  
7 agreement of the parties.

8       (3) The original jurisdiction of the Tribal Court over  
9 matters set forth in paragraph (4) of subsection (a) shall  
10 be exclusive.

11       (4) The original jurisdiction of the Tribal Court over  
12 matters set forth in paragraph (6) of subsection (a) shall  
13 be exclusive unless the Tribe has waived such exclusive  
14 jurisdiction as to any person or entity.

15       (5) As to all paragraphs in subsection (a) referred  
16 to in this subsection, jurisdiction over appeals, if any, is  
17 governed by subsection (d).

18       (c) WAIVER OF JURISDICTION.—The Tribe may  
19 waive Tribal Court jurisdiction or the application of tribal  
20 laws with respect to any person or firm residing, doing  
21 business, or otherwise entering upon the Reservation or  
22 contracting with the Tribe. Any Member may also waive  
23 Tribal Court jurisdiction or specify in a written contract  
24 the law of any appropriate jurisdiction to govern any com-

1 mercial transaction or the interpretation of a contract to  
2 which the Member is a party.

3 ~~(d) APPEALS TO STATE OR FEDERAL COURT.—(1)~~

4 All final judgments entered in actions tried in Tribal  
5 Court shall be subject to an appeal to the Family Court,  
6 the Court of Common Pleas, or the United States District  
7 Court depending upon whether that court would have had  
8 jurisdiction over the appealed matter had it been com-  
9 menced in that court if—

10 ~~(A) a party to the suit is not a member of the~~  
11 ~~Tribe;~~

12 ~~(B) the amount in controversy or the cost of~~  
13 ~~complying with any equitable order or decree exceeds~~  
14 ~~the jurisdictional limits then applicable in the Mag-~~  
15 ~~istrate's Court of South Carolina; and~~

16 ~~(C) the subject matter of the suit does not fall~~  
17 ~~within the provisions of subsection (a)(2)(A)(i) if ju-~~  
18 ~~risdiction is exclusive, or subsection (a)(4) or (6).~~

19 ~~(2) The Tribe may enlarge the right of appeal to in-~~  
20 ~~clude other subject matters and Members, subject to such~~  
21 ~~rules and procedures as the applicable court and relevant~~  
22 ~~State and Federal laws may provide.~~

23 ~~(3) In any appeal under this subsection, the court,~~  
24 ~~as appropriate, may—~~

25 ~~(A) enter judgment affirming the Tribal Court;~~

1           (B) dismiss the case for lack of jurisdiction of  
2           the Tribal Court, but only in those cases where the  
3           Tribal Court has first addressed the issue of its  
4           jurisdiction;

5           (C) reverse or remand the case for retrial or re-  
6           consideration in Tribal Court; or

7           (D) grant a trial de novo in its court.

8           (4) In any appeal, trial, or trial de novo pursuant  
9           to this subsection, the reviewing court shall apply any reg-  
10          ulation enacted pursuant to tribal authority.

11          (e) FULL FAITH AND CREDIT.—(1) In cases subject  
12          to the provisions of subsection (a)(3) or (d), all final judg-  
13          ments of the Tribal Court shall be given full faith and  
14          credit in the State or Federal court with appropriate juris-  
15          diction, and the Tribal Court shall give full faith and cred-  
16          it to final judgments of the State and Federal courts.

17          (2) If a Member seeks to enforce against a non-Mem-  
18          ber in Federal court a final judgment of the Tribal Court  
19          in a case not subject to the provisions of subsection (a)(3)  
20          or (d), the judgment shall be reviewed by the Federal  
21          court in the manner provided in title 9, United States  
22          Code.

23          (f) SOVEREIGN IMMUNITY.—(1) The Tribe may sue,  
24          or be sued, in any court of competent jurisdiction; except,  
25          however, that the Tribe shall enjoy sovereign immunity,

1 including damage limits and except as provided in this  
2 subsection, immunity from seizure, execution, or encum-  
3 brance of properties, to the same extent as the political  
4 subdivisions of the State as provided in the South Carolina  
5 Tort Claims Act (Section 15-78-10, et seq., S.C. Code  
6 Annotated, 1976 as amended), and amendments of gen-  
7 eral applicability thereto adopted after the date of enact-  
8 ment of this Act. With respect to non-consumer liability  
9 based on contract, however, the Tribe may, in a written  
10 contract, provide that it is immune from suit on that con-  
11 tract as if there had been no waiver of sovereign immunity.

12       (2) Notwithstanding the provisions of this section,  
13 the Tribe shall be subject to suit as provided in section  
14 17(a) of this Act.

15       (3) The nature and extent of this sovereign immunity  
16 shall be construed consistent with the Settlement Agree-  
17 ment and with applicable State and Federal law.

18       (4)(A) The Tribe shall procure and maintain liability  
19 insurance with the same coverage and limits as required  
20 of political subdivisions of the State.

21       (B) In the event that the Tribe's insurance coverage  
22 is inadequate or unavailable to satisfy a judgment within  
23 the limits of the South Carolina Tort Claims Act, neither  
24 the judgment nor any other process may be levied upon  
25 the corpus or principal of the Tribal Trust Funds or upon

1 any property held in trust for the Tribe by the United  
2 States; however, the Tribe or the Secretary shall honor  
3 valid orders of a Federal or State court which enters  
4 money judgments for causes of action against the Tribe  
5 arising after the consummation of the Settlement Agree-  
6 ment by making an assignment to the judgment creditor  
7 of the right to receive income out of the next quarterly  
8 payment or payments of income from the Tribal Trust  
9 Funds.

10 (g) INDIAN CHILD WELFARE ACT.—(1) The Indian  
11 Child Welfare Act of 1978 (25 U.S.C. 1901 et seq.) shall  
12 apply to Catawba Indian children except as provided in  
13 this section.

14 (2) Before the Tribe may assume jurisdiction over In-  
15 dian child custody proceedings under the Indian Child  
16 Welfare Act of 1978, the Tribe shall present to the Sec-  
17 retary for approval a petition to assume such jurisdiction,  
18 and the Secretary shall approve the petition in the manner  
19 prescribed in such Act. Any petition to assume jurisdiction  
20 over Indian child custody proceedings by the Tribe shall  
21 be considered and determined by the Secretary in accord-  
22 ance with the relevant provisions of such Act. The Sec-  
23 retary's determination that the Tribe may assume juris-  
24 diction under such Act shall not affect any action or pro-  
25 ceeding over which a court has assumed jurisdiction.

1       (3) Until the Tribe has assumed jurisdiction over In-  
2 dian child custody proceedings, the State shall retain ex-  
3 clusive jurisdiction over Indian custody proceedings; how-  
4 ever, the State Court shall apply the Indian Child Welfare  
5 Act of 1978 in such proceedings.

6       (4)(A) The Indian Child Welfare Act of 1978 shall  
7 not apply to private adoptions of Indian children under  
8 the jurisdiction of the Tribe under such Act where—

9           (i) both parents consent to the adoption; or

10          (ii) in the case of an unwed mother—

11           (I) where the mother consents to the adop-  
12 tion when the father's consent is not necessary  
13 for the adoption under South Carolina Law  
14 Section 20-7-1690 and any amendments there-  
15 to, and

16           (II) the parents or mother help choose  
17 adoptive parents, regardless of whether or not  
18 the adoptive parents are outside the preferences  
19 of the Indian Child Welfare Act of 1978.

20       (B) The court may consider any benefits, material  
21 and cultural, the child may lose in determining whether  
22 the proposed adoption is in the best interests of the child.  
23 Failure of the courts to make this consideration shall not  
24 be subsequently held to invalidate the adoption.

1       (5) In all cases of adoption, regardless of whether the  
2 Indian Child Welfare Act of 1978 applies, section 107 of  
3 such Act (25 U.S.C. 1917) shall apply.

4       (h) JURISDICTION OF STATE COURTS.—If no Tribal  
5 Court is established by the Tribe, the State shall exercise  
6 jurisdiction over all civil and criminal cases arising out of  
7 acts and transactions occurring on the Reservation or in-  
8 volving Members. If the Tribe establishes a Tribal Court,  
9 the provisions of subsection (b) and section 11(b) shall  
10 govern whether such jurisdiction is exclusive or concur-  
11 rent.

12 **SEC. 13. TRIBAL TRUST FUNDS.**

13       (a) PURPOSES OF TRUST FUNDS.—All funds paid  
14 pursuant to section 5 of this Act shall be deposited with  
15 the Secretary in trust for the benefit of the Tribe. Sepa-  
16 rate trust funds shall be established for the following pur-  
17 poses: Economic Development, Land Acquisition, Edu-  
18 cation, Social Services and Elderly Assistance, and Per-  
19 Capita Payments. Except as provided in this section, the  
20 Tribe, in consultation with the Secretary, shall determine  
21 the share of settlement payments to be deposited in each  
22 Trust Fund, and define, consistently with the provisions  
23 of this section, the purposes of each Trust Fund and pro-  
24 visions for administering each, specifically including provi-

1 sions for periodic distribution of current and accumulated  
2 income, and for invasion and restoration of principal.

3 (b) OUTSIDE MANAGEMENT OPTION.—(1) The  
4 Tribe, in consultation with and subject to the approval of  
5 the Secretary, is authorized to place any of the Trust  
6 Funds under professional management, outside the De-  
7 partment of the Interior.

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

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

23 (4) Secretarial approval of an investment manage-  
24 ment firm shall not be unreasonably withheld, and any  
25 Secretarial disapproval of an investment management firm

1 shall be accompanied by a detailed explanation setting  
2 forth the Secretary's reasons for such disapproval.

3 ~~(5)(A) For funds placed under professional manage-~~  
4 ~~ment, the Tribe, in consultation with the Secretary and~~  
5 ~~its investment manager, shall develop—~~

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

8 ~~(ii) a plan for managing, investing, and distrib-~~  
9 ~~uting income and principal from the Trust Funds to~~  
10 ~~match the requirements of the Tribe's operating and~~  
11 ~~capital budgets.~~

12 ~~(B) For each Trust Fund which the Tribe elects to~~  
13 ~~place under outside professional management, the invest-~~  
14 ~~ment plan shall provide for investment of Trust Fund as-~~  
15 ~~sets so as to serve the purposes described in this section~~  
16 ~~and in the Trust Fund provisions which the Tribe shall~~  
17 ~~establish in consultation with the Secretary and the inde-~~  
18 ~~pendent investment management firm.~~

19 ~~(C) Distributions from each Trust Fund shall not ex-~~  
20 ~~ceed the limits on the use of principal and income imposed~~  
21 ~~by the applicable provisions of this Act for that particular~~  
22 ~~Trust Fund.~~

23 ~~(D)(i) The Tribe's investment management plan shall~~  
24 ~~not become effective until approved by the Secretary.~~

1       (ii) Upon submission of the plan by the Tribe to the  
2 Secretary for approval, the Secretary shall have 45 days  
3 to approve or reject the plan. If the Secretary fails to ap-  
4 prove or disapprove the plan within 45 days, the plan shall  
5 be deemed to have been approved by the Secretary and  
6 shall become effective immediately.

7       (iii) Secretarial approval of the plan shall not be un-  
8 reasonably withheld and any secretarial rejection of the  
9 plan shall be accompanied by a detailed explanation set-  
10 ting forth the Secretary's reasons for rejecting the plan.

11       (E) Until the selection of an established investment  
12 management firm of proven competence and experience,  
13 the Tribe shall rely on the management, investment, and  
14 administration of the Trust Funds by the Secretary pursu-  
15 ant to the provisions of this section.

16       (c) TRANSFER OF TRUST FUNDS; EXCULPATION OF  
17 SECRETARY.—Upon the Secretary's approval of the  
18 Tribe's investment management firm and an investment  
19 management plan, all funds previously deposited in trust  
20 funds held by the Secretary and all funds subsequently  
21 paid into the trust funds, which are chosen for outside  
22 management, shall be transferred to the accounts estab-  
23 lished by an investment management firm in accordance  
24 with the approved investment management plan. The Sec-  
25 retary shall be exculpated by the Tribe from liability for

1 any loss of principal or interest resulting from investment  
2 decisions made by the investment management firm. Any  
3 Trust Fund transferred to an investment management  
4 firm shall be returned to the Secretary upon written re-  
5 quest of the Tribe, and the Secretary shall manage such  
6 funds for the benefit of the Tribe.

7       (d) LAND ACQUISITION TRUST.—(1) The Secretary  
8 shall establish and maintain a Catawba Land Acquisition  
9 Trust Fund, and until the Tribe engages an outside firm  
10 for investment management of this trust fund, the Sec-  
11 retary shall manage, invest, and administer this trust  
12 fund. The original principal amount of the Land Acquisi-  
13 tion Trust Fund shall be determined by the Tribe in con-  
14 sultation with the Secretary.

15       (2) The principal and income of the Land Acquisition  
16 Trust Fund may be used for the purchase and develop-  
17 ment of Reservation and non-Reservation land pursuant  
18 to the Settlement Agreement, costs related to land acquisi-  
19 tion, and costs of construction of infrastructure and devel-  
20 opment of the Reservation and non-Reservation land.

21       (3)(A) Upon acquisition of the maximum amount of  
22 land allowed for expansion of the Reservation, or upon re-  
23 quest of the Tribe and approval of the Secretary pursuant  
24 to the Secretarial approval provisions set forth in sub-  
25 section (b)(5)(D) of this section, all or part of the balance

1 of this trust fund may be merged into one or more of the  
2 Economic Development Trust Fund, the Education Trust  
3 Fund, or the Social Services and Elderly Assistance Trust  
4 Fund.

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

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

13 (B) Following enactment of this Act and before the  
14 final annual disbursement is made as provided in section  
15 5 of this Act, the Tribe may pledge or hypothecate up to  
16 50 percent of the unpaid annual installments required to  
17 be paid to this Trust Fund, the Economic Development  
18 Trust Fund and the Social Services and Elderly Assist-  
19 ance Trust Fund by section 5 of this Act and by section  
20 5 of the Settlement Agreement, to secure loans to finance  
21 the acquisition of Reservation or non-Reservation land or  
22 infrastructure improvements on such lands.

23 (e) ECONOMIC DEVELOPMENT TRUST.—(1) The Sec-  
24 retary shall establish and maintain a Catawba Economic  
25 Development Trust Fund, and until the Tribe engages an

1 outside firm for investment management of this Trust  
2 Fund, the Secretary shall manage, invest, and administer  
3 this Trust Fund. The original principal amount of the  
4 Economic Development Trust Fund shall be determined  
5 by the Tribe in consultation with the Secretary. The prin-  
6 cipal and income of this Trust Fund may be used to sup-  
7 port tribal economic development activities, including but  
8 not limited to infrastructure improvements and tribal  
9 business ventures and commercial investments benefiting  
10 the Tribe.

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

23 (3) Following the enactment of this Act and before  
24 the final annual disbursement is made as provided in sec-  
25 tion 5 of this Act, the Tribe may pledge or hypothecate

1 up to 50 percent of the unpaid annual installments re-  
2 quired to be paid by section 5 of this Act and by section  
3 5 of the Settlement Agreement to secure loans to finance  
4 economic development activities of the Tribe, including  
5 (but not limited to) infrastructure improvements on Res-  
6 ervation and non-Reservation lands.

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

12 (f) EDUCATION TRUST.—The Secretary shall estab-  
13 lish and maintain a Catawba Education Trust Fund, and  
14 until the Tribe engages an outside firm for investment  
15 management of this Trust Fund, the Secretary shall man-  
16 age, invest, and administer this Trust Fund. The original  
17 principal amount of this Trust Fund shall be determined  
18 by the Tribe in consultation with the Secretary; subject  
19 to the requirement that upon completion of all payments  
20 into the Trust Funds, an amount equal to at least  $\frac{1}{3}$  of  
21 all State, local, and private contributions made pursuant  
22 to the Settlement Agreement shall have been paid into the  
23 Education Trust Fund. Income from this Trust Fund  
24 shall be distributed in a manner consistent with the terms  
25 of the Settlement Agreement. The principal of this Trust

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       (g) SOCIAL SERVICES AND ELDERLY ASSISTANCE  
5 TRUST.—(1) The Secretary shall establish and maintain  
6 a Catawba Social Services and Elderly Assistance Trust  
7 Fund and, until the Tribe engages an outside firm for in-  
8 vestment management of this Trust Fund, the Secretary  
9 shall manage, invest, and administer the Social Services  
10 and Elderly Assistance Trust Fund. The original principal  
11 amount of this Trust Fund shall be determined by the  
12 Tribe in consultation with the Secretary.

13       (2) The income of this Trust Fund shall be periodi-  
14 cally distributed to the Tribe to support social services  
15 programs, including (but not limited to) housing, care of  
16 elderly, or physically or mentally disabled Members, child  
17 care, supplemental health care, education, cultural preser-  
18 vation, burial and cemetery maintenance, and operation  
19 of tribal government.

20       (3) The Tribe, in consultation with the Secretary,  
21 shall establish eligibility criteria and procedures to carry  
22 out this subsection.

23       (h) PER CAPITA PAYMENT TRUST FUND.—(1) The  
24 Secretary shall establish and maintain a Catawba Per  
25 Capita Payment Trust Fund in an amount equal to 15

1 percent of the settlement funds paid pursuant to section  
2 5 of the Settlement Agreement. Until the Tribe engages  
3 an outside firm for investment management of this Trust  
4 Fund, the Secretary shall manage, invest, and administer  
5 the Catawba Per Capita Payment Trust Fund.

6 (2) Each person whose name appears on the final roll  
7 of the Tribe published by the Secretary pursuant to sec-  
8 tion 7(c) of this Act will receive a one-time, non-recurring  
9 payment from this Trust Fund.

10 (3) The amount payable to each member shall be de-  
11 termined by dividing the trust principal and any accrued  
12 interest thereon by the number of members on the final  
13 roll.

14 (4)(A) Subject to the provisions of this paragraph,  
15 each enrolled member who has reached the age of 21 years  
16 on the date the final roll is published shall receive the pay-  
17 ment on the date of distribution, which shall be as soon  
18 as practicable after date of publication of the final roll.  
19 Adult Members shall be paid their pro rata share of this  
20 Trust Fund on the date of distribution unless they elect  
21 in writing to leave their pro rata share in the Trust Fund,  
22 in which case such share shall not be distributed.

23 (B) The pro rata share of adult Members who elect  
24 not to withdraw their payment from this Trust Fund shall  
25 be managed, invested and administered, together with the

1 funds of Members who have not attained the age of 21  
2 years on the date the final roll is published, until such  
3 Member requests in writing that their pro rata share be  
4 distributed, at which time such Member's pro rata share  
5 shall be paid, together with the net income of the Trust  
6 Fund allocable to such Member's share as of the date of  
7 distribution.

8       (C) No member may elect to have their pro rata share  
9 managed by this Trust Fund for a period of more than  
10 21 years after the date of publication of the final roll.

11       (5)(A) Subject to the provisions of this paragraph,  
12 the pro rata share of any Member who has not attained  
13 the age of 21 years on the date the final roll is published  
14 shall be managed, invested and administered pursuant to  
15 the provisions of this section until such Member has at-  
16 tained the age of 21 years, at which time such Member's  
17 pro rata share shall be paid, together with the net income  
18 of the Trust Fund allocable to such Member's share as  
19 of the date of payment. Such Members shall be paid their  
20 pro rata share of this Trust Fund on the date they attain  
21 21 years of age unless they elect in writing to leave their  
22 pro rata share in the Trust Fund, in which case such  
23 share shall not be distributed.

24       (B) The pro rata share of such Members who elect  
25 not to withdraw their payment from this trust fund shall

1 be managed, invested and administered, together with the  
2 funds of members who have not attained the age of 21  
3 years on the date the final roll is published, until such  
4 Member requests in writing that their pro rata share be  
5 distributed, at which time such Member's pro rata share  
6 shall be paid, together with the net income of the Trust  
7 Fund allocable to such Member's share as of the date of  
8 distribution.

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

13       ~~(6)~~ After payments have been made to all Members  
14 entitled to receive payments, this Trust Fund shall termi-  
15 nate, and any balance remaining in this Trust Fund shall  
16 be merged into the Economic Development Trust Fund,  
17 the Education Trust Fund, or the Social Services and El-  
18 derly Assistance Trust Fund, as the Tribe may determine.

19       (i) DURATION OF TRUST FUNDS.—Subject to the  
20 provisions of this section and with the exception of the  
21 Catawba Per Capita Payment Trust Fund, the Trust  
22 Funds established in accordance with this section shall  
23 continue in existence so long as the Tribe exists and is  
24 recognized by the United States. The principal of these  
25 Trust Funds shall not be invaded or distributed except

1 as expressly authorized in this Act or in the Settlement  
2 Agreement.

3 (j) ~~TRANSFER OF MONEY AMONG TRUST FUNDS.—~~

4 The Tribe, in consultation with the Secretary, shall have  
5 the authority to transfer principal and accumulated in-  
6 come between Trust Funds only as follows:

7 (1) Funds may be transferred among the Ca-  
8 tawba Economic Development Trust Fund, the Ca-  
9 tawba Land Acquisition Trust Fund and the Ca-  
10 tawba Social Services and Elderly Assistance Trust  
11 Fund, and from any of those three Trust Funds into  
12 the Catawba Education Trust Fund; except, that the  
13 mandatory share of State, local, and private sector  
14 funds invested in the original corpus of the Catawba  
15 Education Trust Fund shall not be transferred to  
16 any other Trust Fund.

17 (2) Any Trust Fund, except for the Catawba  
18 Education Trust Fund, may be dissolved by a vote  
19 of two-thirds of those Members eligible to vote, and  
20 the assets in such Trust Fund shall be transferred  
21 to the remaining Trust Funds; except, that (A) no  
22 assets shall be transferred from any of the Trust  
23 Funds into the Catawba Per Capita Payment Trust  
24 Fund, and (B) the mandatory share of State, local  
25 and private funds invested in the original corpus of

1 the Catawba Education Trust Fund may not be  
2 transferred or used for any non-educational pur-  
3 poses.

4 (3) The dissolution of any Trust Fund shall re-  
5 quire the approval of the Secretary pursuant to the  
6 Secretarial approval provisions set forth in sub-  
7 section (b)(5)(D) of this section.

8 (k) TRUST FUND ACCOUNTING.—(1) The Secretary  
9 shall account to the Tribe periodically, and at least annu-  
10 ally, for all Catawba Trust Funds being managed and ad-  
11 ministered by the Secretary. The accounting shall—

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

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

16 (C) indicate dates and amounts of distributions  
17 to the Tribe, separately distinguishing current in-  
18 come, accumulated income, and distributions of prin-  
19 cipal; and

20 (D) identify any invasions or repayments of  
21 principal during the relevant period and record pro-  
22 visions the Tribe has made for repayment or restora-  
23 tion of principal.

24 (2)(A) Any outside investment management firm en-  
25 gaged by the Tribe shall account to the Tribe and sepa-

1 rately to the Secretary at periodic intervals, at least quar-  
2 terly. Its accounting shall—

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

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

7 (iii) indicate dates and amounts of distributions  
8 to the Tribe, distinguishing current income, accumu-  
9 lated income, and distributions of principal; and

10 (iv) identify any invasions or repayments of  
11 principal during the relevant period and record pro-  
12 visions the Tribe has made for repayment or restora-  
13 tion of principal.

14 (B) Prior to distributing principal from any Trust  
15 Fund, the investment management firm shall notify the  
16 Secretary of the proposed distribution and the Tribe's pro-  
17 posed use of such funds, following procedures to be agreed  
18 upon by the investment management firm, the Secretary,  
19 and the Tribe. The Secretary shall have 15 days within  
20 which to object in writing to any such invasion of prin-  
21 cipal. Failure to object will be deemed approval of the dis-  
22 tribution.

23 (C) All Trust Funds held and managed by any invest-  
24 ment management firm shall be audited annually by a cer-  
25 tified public accounting firm approved by the Secretary,

1 and a copy of the annual audit shall be submitted to the  
2 Tribe and to the Secretary within four months following  
3 the close of the Trust Funds's fiscal year.

4       ~~(l) REPLACEMENT OF INVESTMENT MANAGEMENT~~  
5 ~~FIRM AND MODIFICATION OF INVESTMENT MANAGEMENT~~  
6 ~~PLAN.~~—The Tribe shall not replace the investment man-  
7 agement firm approved by the Secretary without prior  
8 written notification to the Secretary and approval by the  
9 Secretary of any investment management firm chosen by  
10 the Tribe as a replacement. Such Secretarial approval  
11 shall be given or denied in accordance with the Secretarial  
12 approval provisions contained in subsection ~~(b)(5)(D)~~ of  
13 this section. The Tribe and its investment management  
14 firm shall also notify the Secretary in writing of any revi-  
15 sions in the investment management plan which materially  
16 increase investment risk or significantly change the invest-  
17 ment management plan, or the agreement, made in con-  
18 sultation with the Secretary pursuant to which the outside  
19 management firm was retained.

20       ~~(m) TRUST FUNDS NOT COUNTED FOR CERTAIN~~  
21 ~~PURPOSES; USE AS MATCHING FUNDS.~~—None of the  
22 funds, assets, income, payments, or distributions from the  
23 trust funds established pursuant to this section (except  
24 funds distributed from the Catawba Per Capita Trust  
25 Fund) shall at any time affect the eligibility of the Tribe

1 or its Members for, or be used as a basis for denying or  
2 reducing funds to the Tribe or its Members under any  
3 Federal, State, or local program. Distributions from these  
4 Trust Funds may be used as matching funds, where ap-  
5 propriate, for Federal grants or loans.

6 **SEC. 14. ESTABLISHMENT OF EXPANDED RESERVATION.**

7 (a) ~~EXISTING RESERVATION.~~—The State, after ob-  
8 taining any necessary judicial approval, shall convey the  
9 Existing Reservation to the United States as trustee for  
10 the Tribe, and the obligation of the State as trustee for  
11 the Tribe with respect to this land shall cease.

12 (b) ~~EXPANDED RESERVATION.~~—(1) The Secretary,  
13 in consultation with the Tribe, shall develop an Expanded  
14 Reservation in the manner prescribed by the Settlement  
15 Agreement.

16 (2) The Secretary, after consulting with the Tribe,  
17 shall engage a professional land planning firm and a reg-  
18 istered land surveyor as provided in the Settlement Agree-  
19 ment. The Secretary will bear the cost of all services ren-  
20 dered by the surveyor and the planning firm.

21 (3) After the effective date of this Act, the Secretary,  
22 in consultation with the Tribe, may identify, purchase, and  
23 place in Reservation status tracts of lands in the manner  
24 prescribed by the Settlement Agreement.

1       (4) The Secretary shall bear the cost of all title ex-  
2       aminations, preliminary subsurface soil investigations, and  
3       level one environmental audits to be performed on each  
4       parcel contemplated for purchase for the Expanded Res-  
5       ervation, and shall report the results to the Tribe. Pay-  
6       ment of any option fee and the purchase price shall be  
7       drawn from the Catawba Land Acquisition Trust Fund.

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

16      (6) All lands acquired by the Secretary for the Ex-  
17      panded Reservation will be held in trust together with the  
18      Existing Reservation which the State is to convey to the  
19      United States.

20      (c) EXPANSION ZONES.—(1) Subject to the condi-  
21      tions, criteria, and procedures set forth in the Settlement  
22      Agreement, the Secretary and the Tribe shall endeavor at  
23      the outset to acquire contiguous tracts for the Expanded  
24      Reservation in the “Catawba Reservation Primary Expan-  
25      sion Zone”, as defined in the Settlement Agreement.

1       (2) Subject to the conditions, criteria, and procedures  
2 set forth in the Settlement Agreement, the Secretary, in  
3 consultation with the Tribe, may elect to purchase contig-  
4 uous tracts in an alternative area, the “Catawba Reserva-  
5 tion Secondary Expansion Zone”, as defined in the Settle-  
6 ment Agreement.

7       (3) The Tribe may propose different or additional ex-  
8 pansion zones subject to the approval of the Secretary and  
9 to the additional authorizations required in the Settlement  
10 Agreement and the State implementing legislation.

11       (d) NON-CONTIGUOUS TRACTS.—The Secretary, act-  
12 ing on behalf of the Tribe, shall take such actions as are  
13 reasonable to expand the Existing Reservation by assem-  
14 bling a composite tract of contiguous parcels that border  
15 and surround the Existing Reservation. Before placing  
16 any non-contiguous tract in Reservation status, the Tribe,  
17 in consultation with the Secretary, shall submit to the  
18 county council in any county where it proposes to purchase  
19 such non-contiguous tracts a Non-Contiguous Develop-  
20 ment Plan Application, as provided by the Settlement  
21 Agreement and the State implementing legislation. Upon  
22 the approval of any such application by each affected  
23 county council, the Secretary, in consultation with the  
24 Tribe, may proceed to place non-contiguous tracts in Res-  
25 ervation status. No purchases of non-contiguous tracts

1 shall be made for the Reservation except as set forth in  
2 the Settlement Agreement and the State implementing  
3 legislation.

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

11       ~~(2)~~ Conveyances by private land owners to the Sec-  
12 retary for the Expanded Reservation will be deemed, how-  
13 ever, to be involuntary conversions within the meaning of  
14 section 1033 of the Internal Revenue Code of 1986.

15       ~~(3)~~ Notwithstanding any other provision of this sec-  
16 tion and the provisions of the first section of the Act of  
17 August 1, 1888 (ch. 728, 25 Stat. 357; 40 U.S.C. 257),  
18 and the first section of the Act of February 26, 1931 (ch.  
19 307, 46 Stat. 1421; 40 U.S.C. 258a), the Secretary may  
20 acquire Reservation land for the benefit of the Tribe from  
21 the ostensible owner of the land if the Secretary and the  
22 ostensible owner have agreed upon the identity of the land  
23 to be sold and upon the purchase price and other terms  
24 of sale. If the ostensible owner agrees to the sale, the Sec-  
25 retary may use condemnation proceedings to perfect or

1 clear title and to acquire any interests of putative co-ten-  
2 ants whose address is unknown or the interests of un-  
3 known or unborn heirs or persons subject to mental dis-  
4 ability.

5 (f) TERMS AND CONDITIONS OF ACQUISITION.—All  
6 properties acquired by the Secretary for the Tribe shall  
7 be acquired in fee simple subject to the terms and condi-  
8 tions set forth in the Settlement Agreement. The Sec-  
9 retary, acting on behalf of the Tribe and with its consent,  
10 is also authorized to acquire Reservation and non-Reserva-  
11 tion lands using the methods of financing described in the  
12 Settlement Agreement.

13 (g) AUTHORITY TO ERECT PERMANENT IMPROVE-  
14 MENTS ON EXISTING AND EXPANDED RESERVATION LAND  
15 AND NON-RESERVATION LAND HELD IN TRUST.—Notwith-  
16 standing any other provision of law or regulation, the At-  
17 torney General of the United States shall approve any  
18 deed or other instrument which conveys to the United  
19 States lands purchased pursuant to the provisions of this  
20 section and the Settlement Agreement. The Secretary or  
21 the Tribe may erect permanent improvements of a sub-  
22 stantial value, or any other improvements authorized by  
23 law on such land after such land is conveyed to the United  
24 States.

1        ~~(h) EASEMENTS OVER RESERVATION.—(1) The ac-~~  
2        ~~quisition of lands for the Expanded Reservation shall not~~  
3        ~~extinguish any easements or rights-of-way then encumber-~~  
4        ~~ing such lands unless the Secretary or the Tribe enters~~  
5        ~~into a written agreement with the owners terminating such~~  
6        ~~easements or rights-of-way.~~

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

11       ~~(B) Unless the Tribe and the State agree upon a~~  
12       ~~valuation formula for pricing easements over the Reserva-~~  
13       ~~tion, the Secretary shall be subject to proceedings for con-~~  
14       ~~demnation and eminent domain to acquire easements and~~  
15       ~~rights of way for public purposes through the Reservation~~  
16       ~~under the laws of the State in circumstances where no~~  
17       ~~other reasonable access is available.~~

18       ~~(C) With the approval of the Tribe, the Secretary~~  
19       ~~may also grant easements or rights-of-way over the Res-~~  
20       ~~ervation for private purposes, and implied easements of~~  
21       ~~necessity shall apply to all lands acquired by the Tribe,~~  
22       ~~unless expressly excluded by the parties.~~

23       ~~(i) JURISDICTIONAL STATUS.—Only land made part~~  
24       ~~of the Reservation shall be governed by the special juris-~~

1 dictional provisions set forth in this Act and the Settle-  
2 ment Agreement.

3       (j) SALE AND TRANSFER OF RESERVATION  
4 LANDS.—At the request of the Tribe, and with approval  
5 of the Secretary, the Secretary may sell, exchange, or lease  
6 lands within the Reservation, and sell timber or other nat-  
7 ural resources on the Reservation under circumstances  
8 and in the manner prescribed by the Settlement Agree-  
9 ment.

10       (k) TIME LIMIT ON ACQUISITIONS.—All acquisitions  
11 of contiguous land to expand the Reservation or of non-  
12 contiguous lands to be placed in Reservation status shall  
13 be completed or under contract of purchase within 10  
14 years from the date the last payment is made into the  
15 Land Acquisition Trust; except that for a period of 20  
16 years after the date the last payment is made into the  
17 Catawba Land Acquisition Trust Fund, the Tribe may,  
18 subject to the limitation on the total size of the Reserva-  
19 tion, continue to add parcels to up to two Reservation  
20 areas so long as the parcels acquired are contiguous to  
21 one of those two Reservation areas.

22       (l) LEASES OF RESERVATION LANDS.—The provi-  
23 sions of the first section of the Act of August 9, 1955  
24 (ch. 615, 69 Stat. 539; 25 U.S.C. 415) shall not apply  
25 to the Tribe and its Reservation. The Tribe shall be au-

1 thORIZED to lease its Reservation lands for terms up to but  
2 not exceeding 99 years.

3 ~~(m) NON-APPLICABILITY OF BIA LAND ACQUISITION~~  
4 ~~REGULATIONS.~~—The general land acquisition regulations  
5 of the Bureau of Indian Affairs, contained in part 151  
6 of title 25, Code of Federal Regulations, shall not apply  
7 to the acquisition of lands authorized by this section.

8 **SEC. 15. NON-RESERVATION PROPERTIES.**

9 ~~(a) ACQUISITION OF NON-RESERVATION PROP-~~  
10 ~~ERTIES.~~—(1) The Tribe may draw upon the corpus or ac-  
11 cumulated income of the Catawba Land Acquisition Trust  
12 Fund or the Catawba Economic Development Trust Fund  
13 to acquire and hold parcels of real estate outside the Res-  
14 ervation for the purposes and in the manner delineated  
15 in the Settlement Agreement.

16 ~~(2) If the ownership of any such properties by the~~  
17 ~~Secretary or the Tribe, or any sub-entity of the Tribe, re-~~  
18 ~~sults in the removal of the property from ad valorem tax-~~  
19 ~~ation, then payments shall be made by the Tribe in lieu~~  
20 ~~of taxation that are equivalent to the taxes that would oth-~~  
21 ~~erwise be paid if the property were subject to levy.~~

22 ~~(3) Notwithstanding any other provision of law, the~~  
23 ~~Tribe may lease, sell, mortgage, restrict, encumber, or oth-~~  
24 ~~erwise dispose of such non-Reservation lands in the same~~  
25 ~~manner as other persons and entities under State law, and~~

1 the Tribe as land owner shall be subject to the same obli-  
2 gations and responsibilities as other persons and entities  
3 under State, Federal, and local law.

4       (4) Ownership and transfer of non-Reservation par-  
5 cels shall not be subject to Federal law restrictions on  
6 alienation, including (but not limited to) the restrictions  
7 imposed by Federal common law and the provisions of the  
8 section 2116 of the Revised Statutes (25 U.S.C. 177).

9       (b) JURISDICTION ON NON-RESERVATION PROP-  
10 erties.—(1) All non-Reservation properties, including  
11 such properties held by the Tribe as a corporate entity  
12 and such properties held in trust by the United States,  
13 and all activities conducted on such properties, shall be  
14 subject to the laws, ordinances, taxes, and regulations of  
15 the State and its political subdivisions in the same manner  
16 as such laws, ordinances, taxes, and regulations would  
17 apply to any other properties held by non-Indians in the  
18 same jurisdiction, except as provided in section 16 of this  
19 Act.

20       (2) Activities on non-Reservation land shall be eligible  
21 for Federal grants and other Federal services for the bene-  
22 fit of Indians.

1 **SEC. 16. GAMES OF CHANCE.**

2 (a) ~~INAPPLICABILITY OF INDIAN GAMING REGU-~~  
3 ~~LATORY ACT.~~—The Indian Gaming Regulatory Act (25  
4 U.S.C. 2701 et seq.) shall not apply to the Tribe.

5 (b) ~~GAMES OF CHANCE GENERALLY.~~—The Tribe  
6 shall have the rights and responsibilities set forth in the  
7 Settlement Agreement and the State implementing legisla-  
8 tion with respect to the conduct of games of chance. Ex-  
9 cept as specifically set forth in the Settlement Agreement,  
10 the State implementing legislation, and this Act, all laws,  
11 ordinances, and regulations of the State, and its political  
12 subdivisions, shall govern the regulation of gambling de-  
13 vices and the conduct of gambling or wagering by the  
14 Tribe on and off the Reservation.

15 **SEC. 17. GOVERNANCE AND REGULATION OF RESERVA-**  
16 **TION.**

17 (a) ~~ENVIRONMENTAL LAWS.~~—(1) All Federal, State,  
18 and local environmental laws and regulations shall apply  
19 to the Tribe and to the Reservation, and shall be fully  
20 enforceable by all Federal, State, and local agencies and  
21 authorities. Similarly, all requirements that a license, per-  
22 mit, or certificate be obtained from any Federal, State,  
23 or local agency shall also apply to the Tribe and to the  
24 Reservation. This provision shall extend without limitation  
25 to all environmental laws and regulations adopted after  
26 the date of enactment of this Act.

1       (2) The Tribe, the Executive Committee, and all  
2 Members shall have the same—and no special or pref-  
3 erential—status under all such laws as other individuals  
4 or groups of individuals to contest, object to, or intervene  
5 in any proceeding or action in which environmental regula-  
6 tions are being made, adjudicated, or enforced, or in which  
7 licenses, permits, or certificates of convenience and neces-  
8 sity are being issued by any agency of Federal, State, or  
9 local government.

10       (3) The Tribe shall have the authority to impose reg-  
11 ulations applying higher environmental standards to the  
12 Reservation than those imposed by Federal or State law  
13 or by local governing bodies; but such tribal regulations  
14 shall apply only to the Reservation, and not to property  
15 surrounding the Reservation or non-Reservation property,  
16 or to the use of the Catawba River. Such tribal regulations  
17 shall not apply to activities or uses off the Reservation,  
18 even if those activities affect air quality on the Reserva-  
19 tion.

20       (4) The Tribe shall not be authorized to invoke sov-  
21 ereign immunity against any suit, proceeding, or environ-  
22 mental enforcement action involving any Federal, State,  
23 or local environmental laws or regulations, and shall be  
24 subject to all enforcement orders, restraining orders, fees,

1 fines, injunctions, judgments, and other corrective or re-  
2 medial measures imposed by such laws.

3       (5) This section shall not impose different standards  
4 or requirements on the Tribe or the Secretary, when act-  
5 ing on the Tribe's behalf, than would be applied to a  
6 private corporation.

7       (b) BUILDING CODE.—The Tribe shall incorporate by  
8 reference and adopt the York County Building Code, and  
9 any amendments thereto adopted after the date of enact-  
10 ment of this Act, and may contract with York County,  
11 South Carolina, for the services necessary to enforce, in-  
12 spect, and regulate compliance with its Building Code.  
13 Such services shall be provided by York County as pro-  
14 vided in the Settlement Agreement. In addition, those  
15 local jurisdictions which exact any fee, permit, or inspec-  
16 tion services shall waive the fees otherwise charged for  
17 building permit or inspection services on the Reservation.  
18 The Tribe may adopt building code provisions to be ap-  
19 plied on the Reservation in addition to, but not in deroga-  
20 tion of, the York County Building Code, as amended from  
21 time to time.

22       (c) PLANNING AND ZONING.—With respect to any  
23 land use regulation within the Reservation, the Tribe shall  
24 have the power to adopt and enforce a land use plan after  
25 consultation with York County and Lancaster County, for

1 those parts of the Reservation located in those respective  
2 jurisdictions. The Tribe and the affected governing bodies  
3 shall follow the consultative procedures created for settle-  
4 ment of the claim of the Puyallup Tribe in the State of  
5 Washington, as set out in House Report 101-57, pages  
6 161-64, of the 101st Congress. In determining whether  
7 to permit the construction of any buildings or improve-  
8 ments on the Reservation, the Tribe shall consider—

9           (1) the protection of established or planned res-  
10          idential areas from any use or development that  
11          would adversely affect residential living off the Res-  
12          ervation;

13           (2) protection of the health, safety, and welfare  
14          of the surrounding community;

15           (3) preservation of open spaces, rivers, and  
16          streams; and

17           (4) provision of public facilities to support de-  
18          velopment.

19          (d) HEALTH CODES.—All public health codes of the  
20 State and any county in which the Reservation is located  
21 shall be applicable on the Reservation.

22          (e) HUNTING AND FISHING.—Subject to the provi-  
23 sions of section 17.5 of the Settlement Agreement con-  
24 cerning the acquisition of hunting and fishing licenses,  
25 hunting and fishing, on or off the Reservation, shall be

1 conducted by members in compliance with the laws and  
2 regulations of the State.

3       (f) RIPARIAN RIGHTS.—(1) The littoral and riparian  
4 rights of the Tribe in the Catawba River, or in any other  
5 streams or waters crossing their lands, shall not differ in  
6 any respect from the rights of other owners whose land  
7 abuts non-tidal bodies of water or non-tidal water courses  
8 in South Carolina. The rights and obligations covered by  
9 this provision shall include, but not be limited to—

10           (A) the title to the river bed;

11           (B) the right to flood, pond, dam, and divert  
12 waters to the river or its tributaries;

13           (C) the right to build docks and piers in the  
14 river;

15           (D) the right to fish in the river or its tribu-  
16 taries; and

17           (E) the right to discharge waste or withdraw  
18 water from the river or its tributaries.

19       (2) The Tribe shall have the same rights and stand-  
20 ing as all other riparian owners and users of the Catawba  
21 River to intervene in any proceeding or otherwise to con-  
22 test or object to proposed actions or determinations of the  
23 Federal Energy Regulatory Commission or of any other  
24 governmental agency, commission, or court, whether Fed-  
25 eral, State, or local, with respect to the use of the Catawba

1 River and its basin, including (without limitation) with-  
2 drawal of water from the river; navigability on the river;  
3 and water power and hydroelectric usage of the river.

4 (3) Notwithstanding any other provision of law effec-  
5 tive now or adopted after the date of enactment of this  
6 Act, the Tribe shall have no special right or preferential  
7 standing greater than other riparian owners and users of  
8 the Catawba River to intervene in or contest any such  
9 agency action, determination, or proceeding, including  
10 specifically any actions or determinations by the Federal  
11 Energy Regulatory Commission regarding the licensing,  
12 use, or operation of the waters impounded by the existing  
13 reservoirs above and below the Reservation. These quali-  
14 fications shall apply to the Existing Reservation, to lands  
15 acquired for the Expanded Reservation, to other lands ac-  
16 quired by or for the benefit of the Tribe, and to non-Res-  
17 ervation lands.

18 (g) ALCOHOLIC BEVERAGES.—Alcohol shall be pro-  
19 hibited on the Reservation unless the Tribe adopts laws  
20 permitting the sale, possession, or consumption of alcohol  
21 on the Reservation consistent with the terms of the Settle-  
22 ment Agreement.

23 **SEC. 18. GENERAL PROVISIONS.**

24 (a) GENERAL APPLICABILITY OF STATE LAW.—The  
25 Tribe, its Members, and any lands, natural resources, or

1 other property owned by the Tribe or its Members (includ-  
2 ing any land or natural resources or other property held  
3 in trust by the United States or by any other person or  
4 entity for the Tribe) shall be subject to the civil, criminal,  
5 and regulatory jurisdiction of the State, its agencies and  
6 political subdivisions other than municipalities, and the  
7 civil and criminal jurisdiction of the courts of the State,  
8 to the same extent as any other person, citizen or land  
9 in the State except as otherwise expressly provided in this  
10 Act and by the State implementing legislation.

11 (b) IMPACT OF SUBSEQUENTLY ENACTED LAWS.—  
12 The provisions of any Federal law enacted after the date  
13 of enactment of this Act shall not apply in the State if  
14 such provision would materially affect or preempt the ap-  
15 plication of the laws of the State, including application  
16 of the laws of the State applicable to lands owned by or  
17 held in trust for Indians, or Indian Nations, tribes or  
18 bands of Indians. However, such Federal law shall apply  
19 within the State if the State grants its approval by a law  
20 or joint resolution enacted by the General Assembly of  
21 South Carolina and signed by the Governor.

22 (c) SEVERABILITY.—If any of the provisions of sec-  
23 tions 4(a), 5 or 6 of this Act are held invalid by a court,  
24 then all of this Act is invalid. Should any other section

1 of this Act be held invalid by a court, the remaining sec-  
2 tions of this Act shall remain in full force and effect.

3 ~~(d) INTERPRETATION CONSISTENT WITH SETTLE-~~  
4 ~~MENT AGREEMENT.—Wherever possible, this Act shall be~~  
5 ~~construed in a manner consistent with the Settlement~~  
6 ~~Agreement. In the event of a conflict between the provi-~~  
7 ~~sions of this Act and the Settlement Agreement, the terms~~  
8 ~~of this Act shall govern. The Settlement Agreement shall~~  
9 ~~be maintained on file and available for public inspection~~  
10 ~~at the Department of the Interior.~~

11 **SEC. 19. EFFECTIVE DATE.**

12 The provisions of this Act shall become effective upon  
13 the transfer of the Existing Reservation to the Secretary.

14 **SECTION 1. SHORT TITLE.**

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

17 **SEC. 2. DECLARATION OF POLICY, CONGRESSIONAL FIND-**  
18 **INGS AND PURPOSE.**

19 (a) *FINDINGS.—The Congress declares and finds that:*

20 (1) *It is the policy of the United States to pro-*  
21 *mote tribal self-determination and economic self-suffi-*  
22 *ciency and to support the resolution of disputes over*  
23 *historical claims through settlements mutually agreed*  
24 *to by Indian and non-Indian parties.*

1           (2) *There is pending before the United States*  
2 *District Court for the District of South Carolina a*  
3 *lawsuit disputing ownership of approximately*  
4 *140,000 acres of land in the State of South Carolina*  
5 *and other rights of the Catawba Indian Tribe under*  
6 *Federal law.*

7           (3) *The Catawba Indian Tribe initiated a relat-*  
8 *ed lawsuit against the United States in the United*  
9 *States Court of Federal Claims seeking monetary*  
10 *damages.*

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

13                   (A) *In treaties with the Crown in 1760 and*  
14 *1763, the Tribe ceded vast portions of its aborigi-*  
15 *nal territory in the present States of North and*  
16 *South Carolina in return for guarantees of being*  
17 *quietly settled on a 144,000-acre reservation.*

18                   (B) *The Tribe's district court suit contended*  
19 *that in 1840 the Tribe and the State entered into*  
20 *an agreement without Federal approval or par-*  
21 *ticipation whereby the Tribe ceded its treaty res-*  
22 *ervation to the State, thereby giving rise to the*  
23 *Tribe's claim that it was dispossessed of its lands*  
24 *in violation of Federal law.*

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

8           (D) In 1959, when Congress enacted the Ca-  
9 tawba Tribe of South Carolina Division of Assets  
10 Act (25 U.S.C. 931–938), Federal agents assured  
11 the Tribe that if the Tribe would release the Gov-  
12 ernment from its obligation under the 1943  
13 agreement and agree to Federal legislation termi-  
14 nating the Federal trust relationship and liq-  
15 uidating the 1943 reservation, the status of the  
16 Tribe's land claim would not be jeopardized by  
17 termination.

18           (E) In 1980, the Tribe initiated Federal  
19 court litigation to regain possession of its treaty  
20 lands and in 1986, the United States Supreme  
21 Court ruled in South Carolina against Catawba  
22 Indian Tribe that the 1959 Act resulted in the  
23 application of State statutes of limitations to the  
24 Tribe's land claim. Two subsequent decisions of  
25 the United States Court of Appeals for the

1           *Fourth Circuit have held that some portion of*  
2           *the Tribe's claim is barred by State statutes of*  
3           *limitations and that some portion is not barred.*

4           *(5) The pendency of these lawsuits has led to*  
5           *substantial economic and social hardship for a large*  
6           *number of landowners, citizens and communities in*  
7           *the State of South Carolina, including the Catawba*  
8           *Indian Tribe. Congress recognizes that if these claims*  
9           *are not resolved, further litigation against tens of*  
10          *thousands of landowners would be likely; that any*  
11          *final resolution of pending disputes through a process*  
12          *of litigation would take many years and entail great*  
13          *expenses to all parties; continue economically and so-*  
14          *cially damaging controversies; prolong uncertainty as*  
15          *to the ownership of property; and seriously impair*  
16          *long-term economic planning and development for all*  
17          *parties.*

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

23          *(7) It is recognized that both Indian and non-*  
24          *Indian parties enter into this settlement to resolve the*  
25          *disputes raised in these lawsuits and to derive certain*

1 *benefits. The parties' Settlement Agreement constitutes*  
2 *a good faith effort to resolve these lawsuits and other*  
3 *claims and requires implementing legislation by the*  
4 *Congress of the United States, the General Assembly*  
5 *of the State of South Carolina, and the governing*  
6 *bodies of the South Carolina counties of York and*  
7 *Lancaster.*

8 *(8) To advance the goals of the Federal policy of*  
9 *Indian self-determination and restoration of termi-*  
10 *nated Indian Tribes, and in recognition of the United*  
11 *States obligation to the Tribe and the Federal policy*  
12 *of settling historical Indian claims through com-*  
13 *prehensive settlement agreements, it is appropriate*  
14 *that the United States participate in the funding and*  
15 *implementation of the Settlement Agreement.*

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

17 *(1) to approve, ratify, and confirm the Settle-*  
18 *ment Agreement entered into by the non-Indian settle-*  
19 *ment parties and the Tribe;*

20 *(2) to authorize and direct the Secretary to im-*  
21 *plement the terms of such Settlement Agreement;*

22 *(3) to authorize the actions and appropriations*  
23 *necessary to implement the provisions of the Settle-*  
24 *ment Agreement and this Act;*

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

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

6   **SEC. 3. DEFINITIONS.**

7           For purposes of this Act:

8           (1) The term "Tribe" means the Catawba Indian  
9           Tribe of South Carolina as constituted in aboriginal  
10          times, which was party to the Treaty of Pine Tree  
11          Hill in 1760 as confirmed by the Treaty of Augusta  
12          in 1763, which was party also to the Treaty of Na-  
13          tion Ford in 1840, and which was the subject of the  
14          Termination Act, and all predecessors and successors  
15          in interest, including the Catawba Indian Tribe of  
16          South Carolina, Inc.

17          (2) The term "claim" or "claims" means any  
18          claim which was asserted by the Tribe in either Suit,  
19          and any other claim which could have been asserted  
20          by the Tribe or any Catawba Indian of a right, title  
21          or interest in property, to trespass or property dam-  
22          ages, or of hunting, fishing or other rights to natural  
23          resources, if such claim is based upon aboriginal title,  
24          recognized title, or title by grant, patent, or treaty in-  
25          cluding the Treaty of Pine Tree Hill of 1760, the

1       *Treaty of Augusta of 1763, or the Treaty of Nation*  
2       *Ford of 1840.*

3             (3) *The term “Executive Committee” means the*  
4       *body of the Tribe composed of the Tribe’s executive of-*  
5       *ficers as selected by the Tribe in accordance with its*  
6       *constitution.*

7             (4) *The term “Existing Reservation” means that*  
8       *tract of approximately 630 acres conveyed to the*  
9       *State in trust for the Tribe by J.M. Doby on Decem-*  
10       *ber 24, 1842, by deed recorded in York County Deed*  
11       *Book N, pp. 340–341.*

12            (5) *The term “General Council” means the mem-*  
13       *bership of the Tribe convened as the Tribe’s governing*  
14       *body for the purpose of conducting tribal business*  
15       *pursuant to the Tribe’s constitution.*

16            (6) *The term “Member” means individuals who*  
17       *are currently members of the Tribe or who are en-*  
18       *rolled in accordance with this Act.*

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

24            (8) *The term “Secretary” means the Secretary of*  
25       *the Interior.*

1           (9) *The term “service area” means the area com-*  
2 *posed of the State of South Carolina and Cabarrus,*  
3 *Cleveland, Gaston, Mecklenburg, Rutherford, and*  
4 *Union counties in the State of North Carolina.*

5           (10) *The term “Settlement Agreement” means*  
6 *the document entitled “Agreement in Principle” be-*  
7 *tween the Tribe and the State of South Carolina and*  
8 *attached to the copy of the State implementing legis-*  
9 *lation and filed with the Secretary of State of the*  
10 *State of South Carolina, as amended to conform to*  
11 *this Act and printed in the Congressional Record on*  
12 *the date of the enactment of this Act.*

13           (11) *The term “State” means, except for section*  
14 *6 (a) through (f), the State of South Carolina.*

15           (12) *The term “State Act” means the Act enacted*  
16 *into law by the State of South Carolina on June 14,*  
17 *1993, and codified as S.C. Code Ann., sections 27-16-*  
18 *10 through 27-16-140, to implement the Settlement*  
19 *Agreement.*

20           (13) *The term “Suit” or “Suits” means Catawba*  
21 *Indian Tribe of South Carolina v. State of South*  
22 *Carolina, et al., docketed as Civil Action No. 80-2050*  
23 *and filed in the United States District Court for the*  
24 *District of South Carolina; and Catawba Indian*  
25 *Tribe of South Carolina v. The United States of*

1     *America, docketed as Civil Action No. 90-553L and*  
2     *filed in the United States Court of Federal Claims.*

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

9             (15) *The term “transfer” includes (but is not*  
10    *limited to) any voluntary or involuntary sale, grant,*  
11    *lease, allotment, partition, or other conveyance; any*  
12    *transaction the purpose of which was to effect a sale,*  
13    *grant, lease, allotment, partition, or conveyance; and*  
14    *any act, event or circumstance that resulted in a*  
15    *change in title to, possession of, dominion over, or*  
16    *control of land, water, minerals, timber, or other nat-*  
17    *ural resources.*

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

20    **SEC. 4. RESTORATION OF FEDERAL TRUST RELATIONSHIP.**

21            (a) *RESTORATION OF THE FEDERAL TRUST RELA-*  
22    *TIONSHIP AND APPROVAL, RATIFICATION, AND CONFIRMA-*  
23    *TION OF THE SETTLEMENT AGREEMENT.—On the effective*  
24    *date of this Act—*

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

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

8           (b) *ELIGIBILITY FOR FEDERAL BENEFITS AND SERV-*  
9           *ICES.—Notwithstanding any other provision of law, on the*  
10          *effective date of this Act, the Tribe and the Members shall*  
11          *be eligible for all benefits and services furnished to federally*  
12          *recognized Indian Tribes and their members because of their*  
13          *status as Indians. On the effective date of this Act, the Sec-*  
14          *retary shall enter the Tribe on the list of federally recog-*  
15          *nized bands and Tribes maintained by the Department of*  
16          *the Interior; and its members shall be entitled to special*  
17          *services, educational benefits, medical care, and welfare as-*  
18          *sistance provided by the United States to Indians because*  
19          *of their status as Indians, and the Tribe shall be entitled*  
20          *to the special services performed by the United States for*  
21          *Tribes because of their status as Indian Tribes. For the pur-*  
22          *pose of eligibility for Federal services made available to*  
23          *members of federally recognized Indian Tribes because of*  
24          *their status as Indian tribal members, Members of the Tribe*

1 *in the Tribe's service area shall be deemed to be residing*  
2 *on or near a reservation.*

3 (c) *REPEAL OF TERMINATION ACT.—The Termination*  
4 *Act is repealed.*

5 (d) *EFFECT ON PROPERTY RIGHTS AND OTHER OBLI-*  
6 *GATIONS.—Except as otherwise specifically provided in this*  
7 *Act, this Act shall not affect any property right or obliga-*  
8 *tion or any contractual right or obligation in existence be-*  
9 *fore the effective date of this Act, or any obligation for taxes*  
10 *levied before that date.*

11 (e) *EXTENT OF JURISDICTION.—This Act shall not be*  
12 *construed to empower the Tribe with special jurisdiction or*  
13 *to deprive the State of jurisdiction other than as expressly*  
14 *provided by this Act or by the State Act. The jurisdiction*  
15 *and governmental powers of the Tribe shall be solely those*  
16 *set forth in this Act and the State Act.*

17 **SEC. 5. SETTLEMENT FUNDS.**

18 (a) *AUTHORIZATION FOR APPROPRIATION.—There is*  
19 *hereby authorized to be appropriated \$32,000,000 for the*  
20 *Federal share which shall be deposited in the trust funds*  
21 *established pursuant to section 11 of this Act or paid pursu-*  
22 *ant to section 6(g).*

23 (b) *DISBURSEMENT IN ACCORDANCE WITH SETTLE-*  
24 *MENT AGREEMENT.—The Federal funds appropriated pur-*  
25 *suant to this Act shall be disbursed in four equal annual*

1 *installments of \$8,000,000 beginning in the fiscal year fol-*  
2 *lowing enactment of this Act. Funds transferred to the Sec-*  
3 *retary from other sources shall be deposited in the trust*  
4 *funds established pursuant to section 11 of this Act or paid*  
5 *pursuant to section 6(g) within 30 days of receipt by the*  
6 *Secretary.*

7       (c) *PRIVATE FUNDS.*—Any private payments made to  
8 *settle the claims may be treated, at the election of the tax-*  
9 *payer, as either a payment in settlement of litigation or*  
10 *a charitable contribution for Federal income tax purposes.*

11       (d) *FEDERAL, STATE, LOCAL AND PRIVATE CONTRIBU-*  
12 *TIONS HELD IN TRUST BY SECRETARY.*—The Secretary  
13 *shall, on behalf of the Tribe, collect those contributions to-*  
14 *ward settlement appropriated or received by the State pur-*  
15 *suant to section 5.2 of the Settlement Agreement and shall*  
16 *either hold such funds totalling \$18,000,000, together with*  
17 *the Federal funds appropriated pursuant to this Act, in*  
18 *trust for the Tribe pursuant to the provisions of section 11*  
19 *of this Act or pay such funds pursuant to section 6(g) of*  
20 *this Act.*

21       (e) *NONPAYMENT OF STATE, LOCAL, OR PRIVATE CON-*  
22 *TRIBUTIONS.*—The Secretary shall not be accountable or  
23 *incur any liability under this Act for the collection, deposit,*  
24 *or management of the non-Federal contributions made pur-*  
25 *suant to section 5.2 of the Settlement Agreement, or pay-*

1 *ment of such funds pursuant to section 6(g) of this Act,*  
2 *until such time as such funds are received by the Secretary.*

3 **SEC. 6. RATIFICATION OF PRIOR TRANSFERS; EXTINGUISH-**  
4 **MENT OF ABORIGINAL TITLE, RIGHTS AND**  
5 **CLAIMS.**

6 (a) *RATIFICATION OF TRANSFERS.*—Any transfer of  
7 *land or natural resources located anywhere within the*  
8 *United States from, by, or on behalf of the Tribe, any one*  
9 *or more of its Members, or anyone purporting to be a Mem-*  
10 *ber, including but without limitation any transfer pursuant*  
11 *to any treaty, compact, or statute of any State, shall be*  
12 *deemed to have been made in accordance with the Constitu-*  
13 *tion and all laws of the United States, and Congress hereby*  
14 *approves and ratifies any such transfer effective as of the*  
15 *date of such transfer. Nothing in this section shall be con-*  
16 *strued to affect or eliminate the personal claim of any indi-*  
17 *vidual Member (except for any Federal common law fraud*  
18 *claim) which is pursued under any law of general applica-*  
19 *bility that protects non-Indians as well as Indians.*

20 (b) *ABORIGINAL TITLE.*—To the extent that any trans-  
21 *fer of land or natural resources described in subsection (a)*  
22 *of this section may involve land or natural resources to*  
23 *which the Tribe, any of its Members, or anyone purporting*  
24 *to be a Member, or any other Indian, Indian nation, or*  
25 *Tribe or band of Indians had aboriginal title, subsection*

1 *(a) of this section shall be regarded as an extinguishment*  
2 *of aboriginal title as of the date of such transfer.*

3 *(c) EXTINGUISHMENT OF CLAIMS.—By virtue of the*  
4 *approval and ratification of any transfer of land or natural*  
5 *resources effected by this section, or the extinguishment of*  
6 *aboriginal title effected thereby, all claims against the*  
7 *United States, any State or subdivision thereof, or any*  
8 *other person or entity, by the Tribe, any of its Members,*  
9 *or anyone purporting to be a Member, or any predecessors*  
10 *or successors in interest thereof or any other Indian, Indian*  
11 *Nation, or Tribe or band of Indians, arising at the time*  
12 *of or subsequent to the transfer and based on any interest*  
13 *in or right involving such land or natural resources, includ-*  
14 *ing without limitation claims for trespass damages or*  
15 *claims for use and occupancy, shall be deemed extinguished*  
16 *as of the date of the transfer.*

17 *(d) EXTINGUISHMENT OF TITLE.—(1) All claims and*  
18 *all right, title, and interest that the Tribe, its Members, or*  
19 *any person or group of persons purporting to be Catawba*  
20 *Indians may have to aboriginal title, recognized title, or*  
21 *title by grant, patent, or treaty to the lands located any-*  
22 *where in the United States are hereby extinguished.*

23 *(2) This extinguishment of claims shall also extinguish*  
24 *title to any hunting, fishing, or water rights or rights to*  
25 *any other natural resource claimed by the Tribe or a Mem-*

1 *ber based on aboriginal or treaty recognized title, and all*  
2 *trespass damages and other damages associated with use,*  
3 *occupancy or possession, or entry upon such lands.*

4       (e) *BAR TO FUTURE CLAIMS.*—*The United States is*  
5 *hereby barred from asserting by or on behalf of the Tribe*  
6 *or any of its Members, or anyone purporting to be a Mem-*  
7 *ber, any claim arising before the effective date of this Act*  
8 *from the transfer of any land or natural resources by deed*  
9 *or other grant, or by treaty, compact, or act of law, on the*  
10 *grounds that such transfer was not made in accordance*  
11 *with the laws of South Carolina or the Constitution or laws*  
12 *of the United States.*

13       (f) *NO DEROGATION OF FEE SIMPLE IN EXISTING*  
14 *RESERVATION, OR EFFECT ON MEMBERS' FEE INTER-*  
15 *ESTS.*—*Nothing in this Act shall be construed to diminish*  
16 *or derogate from the Tribe's estate in the Existing Reserva-*  
17 *tion; or to divest or disturb title in any land conveyed to*  
18 *any person or entity as a result of the Termination Act*  
19 *and the liquidation and partition of tribal lands; or to di-*  
20 *vest or disturb the right, title and interest of any member*  
21 *in any fee simple, leasehold or remainder estate or any eq-*  
22 *uitable or beneficial right or interest any such member may*  
23 *own individually and not as a member of the Tribe.*

24       (g) *COSTS AND ATTORNEYS' FEES.*—*The parties to the*  
25 *Suits shall bear their own costs and attorneys' fees. As pro-*

1 *vided by section 6.4 of the Settlement Agreement, the Sec-*  
2 *retary shall pay to the Tribe's attorney in the Suits attor-*  
3 *neys' fees, and expenses not to exceed 10 percent of the*  
4 *\$50,000,000 obligated for payment to the Tribe by Federal,*  
5 *State, local, and private parties pursuant to section 5 of*  
6 *the Settlement Agreement.*

7 *(h) PERSONAL CLAIMS NOT AFFECTED.—Nothing in*  
8 *this section shall be deemed to affect, diminish, or eliminate*  
9 *the personal claim of any individual Indian which is pur-*  
10 *sued under any law of general applicability (other than*  
11 *Federal common law fraud) that protects non-Indians as*  
12 *well as Indians.*

13 *(i) FEDERAL PAYMENT.—In the event any of the Fed-*  
14 *eral payments are not paid as set forth in section 5, such*  
15 *failure to pay shall give rise to a cause of action by the*  
16 *Tribe against the United States for money damages for the*  
17 *amount authorized to be paid to the Tribe in section 5(a)*  
18 *in settlement of the Tribe's claim, and the Tribe is author-*  
19 *ized to bring an action in the United States Court of Claims*  
20 *for such funds plus applicable interest. The United States*  
21 *hereby waives any affirmative defense to such action.*

22 *(j) STATE PAYMENT.—In the event any of the State*  
23 *payments are not paid as set forth in section 5, such failure*  
24 *to pay shall give rise to a cause of action in the United*  
25 *States District Court for the District of South Carolina by*

1 *the Tribe against the State of South Carolina for money*  
2 *damages for the amount authorized to be paid to the Tribe*  
3 *in section 5(d) in settlement of the Tribe's claim. Pursuant*  
4 *to §27-16-50 (E) of the State Act, the State of South Caro-*  
5 *lina waives any Eleventh Amendment immunity to such*  
6 *action.*

7 **SEC. 7. BASE MEMBERSHIP ROLL.**

8 *(a) BASE MEMBERSHIP ROLL CRITERIA.—Within one*  
9 *year after enactment of this section, the Tribe shall submit*  
10 *to the Secretary, for approval, its base membership roll. An*  
11 *individual is eligible for inclusion on the base membership*  
12 *roll if that individual is living on the date of enactment*  
13 *of this Act and—*

14 *(1) is listed on the membership roll published by*  
15 *the Secretary in the Federal Register on February 25,*  
16 *1961 (26 FR 1680-1688, "Notice of Final Member-*  
17 *ship Roll"), and is not excluded under the provisions*  
18 *of subsection (c);*

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

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

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

9           (1) *that a base membership roll is being pre-*  
10          *pared by the Tribe and that the current membership*  
11          *roll is open and will remain open for a period of 90*  
12          *days;*

13          (2) *the requirements for inclusion on the base*  
14          *membership roll;*

15          (3) *the final membership roll published by the*  
16          *Secretary in the Federal Register on February 25,*  
17          *1961;*

18          (4) *the current membership roll as prepared by*  
19          *the Executive Committee and approved by the Gen-*  
20          *eral Council; and*

21          (5) *the name and address of the tribal or Federal*  
22          *official to whom inquiries should be made.*

23          (c) *COMPLETION OF BASE MEMBERSHIP ROLL.—*  
24          *Within 120 days after publication of notice under sub-*  
25          *section (b), the Secretary, after consultation with the Tribe,*

1 shall prepare and publish in the Federal Register, and in  
2 three newspapers of general circulation in the Tribe's serv-  
3 ice area, a proposed final base membership roll of the Tribe.  
4 Within 60 days from the date of publication of the proposed  
5 final base membership roll, an appeal may be filed with  
6 the Executive Committee under rules made by the Executive  
7 Committee in consultation with the Secretary. Such an ap-  
8 peal may be filed by a Member with respect to the inclusion  
9 of any name on the proposed final base membership roll  
10 and by any person with respect to the exclusion of his or  
11 her name from the final base membership roll. The Execu-  
12 tive Committee shall review such appeals and render a deci-  
13 sion, subject to the Secretary's approval. If the Executive  
14 Committee and the Secretary disagree, the Secretary's deci-  
15 sion will be final. All such appeals shall be resolved within  
16 90 days following publication of the proposed roll. The final  
17 base membership roll of the Tribe shall then be published  
18 in the Federal Register, and in three newspapers of general  
19 circulation in the Tribe's service area, and shall be final  
20 for purposes of the distribution of funds from the Per Cap-  
21 ita Trust Fund.

22 (e) FUTURE MEMBERSHIP IN THE TRIBE.—The Tribe  
23 shall have the right to determine future membership in the  
24 Tribe; however, in no event may an individual be enrolled  
25 as a tribal member unless the individual is a lineal descend-

1 ant of a person on the base membership roll and has contin-  
2 ued to maintain political relations with the Tribe.

3 **SEC. 8. TRANSITIONAL AND PROVISIONAL GOVERNMENT.**

4 (a) *FUTURE TRIBAL GOVERNMENT.*—The Tribe shall  
5 adopt a new constitution within 24 months after the effec-  
6 tive date of this Act.

7 (b) *EXECUTIVE COMMITTEE AS TRANSITIONAL*  
8 *BODY.*—(1) Until the Tribe has adopted a constitution, the  
9 existing tribal constitution shall remain in effect and the  
10 Executive Committee is recognized as the provisional and  
11 transitional governing body of the Tribe. Until an election  
12 of tribal officers under the new constitution, the Executive  
13 Committee shall—

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

16 (B) during such period—

17 (i) have full authority to enter into con-  
18 tracts, grant agreements and other arrangements  
19 with any Federal department or agency; and

20 (ii) have full authority to administer or op-  
21 erate any program under such contracts or  
22 agreements.

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

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

3           (B) oversee and implement the revision and pro-  
4           posal to the Tribe of a new constitution and conduct  
5           such tribal meetings and elections as are required by  
6           this Act.

7   **SEC. 9. TRIBAL CONSTITUTION AND GOVERNANCE.**

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

14          (b) *ADOPTION OF NEW TRIBAL CONSTITUTION.*—With-  
15          in 180 days after the effective date of this Act, the Executive  
16          Committee shall draft and distribute to each Member eligi-  
17          ble to vote under the tribal constitution in effect on the effec-  
18          tive date of this Act, a proposed constitution and bylaws  
19          for the Tribe together with a brief, impartial description  
20          of the proposed constitution and bylaws and a notice of the  
21          date, time and location of the election under this subsection.  
22          Not sooner than 30 days or later than 90 days after the  
23          distribution of the proposed constitution, the Executive  
24          Committee shall conduct a secret-ballot election to adopt a  
25          new constitution and bylaws.

1           (c) *MAJORITY VOTE FOR ADOPTION; PROCEDURE IN*  
2 *EVENT OF FAILURE TO ADOPT PROPOSED CONSTITU-*  
3 *TION.—(1) The tribal constitution and bylaws shall be rati-*  
4 *fied and adopted if—*

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

7                 (B) *approved by a majority of those actually vot-*  
8 *ing.*

9           (2) *If in any such election such majority does not ap-*  
10 *prove the adoption of the proposed constitution and bylaws,*  
11 *the Executive Committee shall prepare another proposed*  
12 *constitution and bylaws and present it to the Tribe in the*  
13 *same manner provided in this section for the first constitu-*  
14 *tion and bylaws. Such new proposed constitution and by-*  
15 *laws shall be distributed to the eligible voters of the Tribe*  
16 *no later than 180 days after the date of the election in which*  
17 *the first proposed constitution and bylaws failed of adop-*  
18 *tion. An election on the question of the adoption of the new*  
19 *proposal of the Executive Committee shall be conducted in*  
20 *the same manner provided in subsection (b) for the election*  
21 *on the first proposed constitution and bylaws.*

22           (d) *ELECTION OF TRIBAL OFFICERS.—Within 120*  
23 *days after the Tribe ratifies and adopts a constitution and*  
24 *bylaws, the Executive Committee shall conduct an election*  
25 *by secret ballot for the purpose of electing tribal officials*

1 *as provided in the constitution and bylaws. Subsequent elec-*  
2 *tions shall be held in accordance with the Tribe's constitu-*  
3 *tion and bylaws.*

4 (e) *EXTENSION OF TIME.*—Any time periods pre-  
5 scribed in subsections (b) and (c) may be altered by written  
6 agreement between the Executive Committee and the Sec-  
7 retary.

8 **SEC. 10. ADMINISTRATIVE PROVISIONS RELATING TO JU-**  
9 **RISDICTION, TAXATION, AND OTHER MAT-**  
10 **TERS.**

11 *In the administration of this Act:*

12 (1) *All matters involving tribal powers, immuni-*  
13 *ties, and jurisdiction, whether criminal, civil, or reg-*  
14 *ulatory, shall be governed by the terms and provisions*  
15 *of the Settlement Agreement and the State Act, unless*  
16 *otherwise provided in this Act.*

17 (2) *All matters relating to taxation involving the*  
18 *Tribe, its Members, and any property owned by or*  
19 *held in trust for the Tribe or its Members, shall be*  
20 *governed by the terms and provisions of the Settle-*  
21 *ment Agreement and the State Act, unless otherwise*  
22 *provided in this Act.*

23 (3) *All matters pertaining to governance and*  
24 *regulation of the reservation (including environ-*  
25 *mental regulation and riparian rights) shall be gov-*

1 *erned by the terms and provisions of the Settlement*  
2 *Agreement and the State Act, including, but not lim-*  
3 *ited to, section 17 of the Settlement Agreement and*  
4 *section 27-16-120 of the State Act, unless otherwise*  
5 *provided in this Act.*

6 (4) *The Indian Child Welfare Act of 1978 (25*  
7 *U.S.C. 1901 et seq.) shall apply to Catawba Indian*  
8 *children except as provided in the Settlement Agree-*  
9 *ment.*

10 (5) *Whether or not the Tribe, under section 9(a),*  
11 *elects to organize under the Act of June 18, 1934, the*  
12 *Tribe, in any constitution adopted by the Tribe, may*  
13 *be authorized to exercise such authority as is consist-*  
14 *ent with the Settlement Agreement and the State Act.*

15 (6) *Section 7871 of the Internal Revenue Code of*  
16 *1986 (26 U.S.C. 7871, commonly referred to as the*  
17 *“Indian Tribal Government Tax Status Act) shall*  
18 *apply to the Tribe and its Reservation. In no event,*  
19 *however, may the Tribe pledge or hypothecate the in-*  
20 *come or principal of the Catawba Education or So-*  
21 *cial Services and Elderly Trust Funds or otherwise*  
22 *use them as security or a source of payment for bonds*  
23 *the Tribe may issue.*

24 (7) *The Indian Self-Determination and Edu-*  
25 *cation Assistance Act (25 U.S.C. 450 et seq.) shall*

1        *apply to the Tribe except to the extent that such ap-*  
2        *plication may be inconsistent with this Act or the*  
3        *Settlement Agreement.*

4        **SEC. 11. TRIBAL TRUST FUNDS.**

5        (a) *PURPOSES OF TRUST FUNDS.*—All funds paid  
6        *pursuant to section 5 of this Act, except for payments made*  
7        *pursuant to section 6(g), shall be deposited with the Sec-*  
8        *retary in trust for the benefit of the Tribe. Separate trust*  
9        *funds shall be established for the following purposes: eco-*  
10       *nomic development, land acquisition, education, social serv-*  
11       *ices and elderly assistance, and per capita payments. Ex-*  
12       *cept as provided in this section, the Tribe, in consultation*  
13       *with the Secretary, shall determine the share of settlement*  
14       *payments to be deposited in each Trust Fund, and define,*  
15       *consistently with the provisions of this section, the purposes*  
16       *of each Trust Fund and provisions for administering each,*  
17       *specifically including provisions for periodic distribution of*  
18       *current and accumulated income, and for invasion and res-*  
19       *toration of principal.*

20       (b) *OUTSIDE MANAGEMENT OPTION.*—(1) *The Tribe,*  
21       *in consultation with and subject to the approval of the Sec-*  
22       *retary, as set forth in this section, is authorized to place*  
23       *any of the Trust Funds under professional management,*  
24       *outside the Department of the Interior.*

1           (2) *If the Tribe elects to place any of the Trust Funds*  
2 *under professional management outside the Department of*  
3 *the Interior, it may engage a consulting or advisory firm*  
4 *to assist in the selection of an independent professional in-*  
5 *vestment management firm, and it shall engage, with the*  
6 *approval of the Secretary, an independent investment man-*  
7 *agement firm of proven competence and experience estab-*  
8 *lished in the business of counseling large endowments,*  
9 *trusts, or pension funds.*

10          (3) *The Secretary shall have 45 days to approve or*  
11 *reject any independent investment management firm se-*  
12 *lected by the Tribe. If the Secretary fails to approve or reject*  
13 *the firm selected by the Tribe within 45 days, the invest-*  
14 *ment management firm selected by the Tribe shall be*  
15 *deemed to have been approved by the Secretary.*

16          (4) *Secretarial approval of an investment management*  
17 *firm shall not be unreasonably withheld, and any Secretar-*  
18 *ial disapproval of an investment management firm shall*  
19 *be accompanied by a detailed explanation setting forth the*  
20 *Secretary's reasons for such disapproval.*

21          (5)(A) *For funds placed under professional manage-*  
22 *ment, the Tribe, in consultation with the Secretary and its*  
23 *investment manager, shall develop—*

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

1           (ii) a plan for managing, investing, and distrib-  
2           uting income and principal from the Trust Funds to  
3           match the requirements of the Tribe's operating and  
4           capital budgets.

5           (B) For each Trust Fund which the Tribe elects to  
6           place under outside professional management, the invest-  
7           ment plan shall provide for investment of Trust Fund assets  
8           so as to serve the purposes described in this section and  
9           in the Trust Fund provisions which the Tribe shall establish  
10          in consultation with the Secretary and the independent in-  
11          vestment management firm.

12          (C) Distributions from each Trust Fund shall not ex-  
13          ceed the limits on the use of principal and income imposed  
14          by the applicable provisions of this Act for that particular  
15          Trust Fund.

16          (D)(i) The Tribe's investment management plan shall  
17          not become effective until approved by the Secretary.

18          (ii) Upon submission of the plan by the Tribe to the  
19          Secretary for approval, the Secretary shall have 45 days  
20          to approve or reject the plan. If the Secretary fails to ap-  
21          prove or disapprove the plan within 45 days, the plan shall  
22          be deemed to have been approved by the Secretary and shall  
23          become effective immediately.

24          (iii) Secretarial approval of the plan shall not be un-  
25          reasonably withheld and any secretarial rejection of the

1 *plan shall be accompanied by a detailed explanation setting*  
2 *forth the Secretary's reasons for rejecting the plan.*

3 *(E) Until the selection of an established investment*  
4 *management firm of proven competence and experience, the*  
5 *Tribe shall rely on the management, investment, and ad-*  
6 *ministration of the Trust Funds by the Secretary pursuant*  
7 *to the provisions of this section.*

8 *(c) TRANSFER OF TRUST FUNDS; EXCULPATION OF*  
9 *SECRETARY.—Upon the Secretary's approval of the Tribe's*  
10 *investment management firm and an investment manage-*  
11 *ment plan, all funds previously deposited in trust funds*  
12 *held by the Secretary and all funds subsequently paid into*  
13 *the trust funds, which are chosen for outside management,*  
14 *shall be transferred to the accounts established by an invest-*  
15 *ment management firm in accordance with the approved*  
16 *investment management plan. The Secretary shall be excul-*  
17 *pated by the Tribe from liability for any loss of principal*  
18 *or interest resulting from investment decisions made by the*  
19 *investment management firm. Any Trust Fund transferred*  
20 *to an investment management firm shall be returned to the*  
21 *Secretary upon written request of the Tribe, and the Sec-*  
22 *retary shall manage such funds for the benefit of the Tribe.*

23 *(d) LAND ACQUISITION TRUST.—(1) The Secretary*  
24 *shall establish and maintain a Catawba Land Acquisition*  
25 *Trust Fund, and until the Tribe engages an outside firm*

1 *for investment management of this trust fund, the Secretary*  
2 *shall manage, invest, and administer this trust fund. The*  
3 *original principal amount of the Land Acquisition Trust*  
4 *Fund shall be determined by the Tribe in consultation with*  
5 *the Secretary.*

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

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

20       (B) *Alternatively, at the Tribe's election, the Land Ac-*  
21 *quisition Trust Fund may remain in existence after all the*  
22 *Reservation land is purchased in order to pay for the pur-*  
23 *chase of non-Reservation land.*

24       (4)(A) *The Tribe may pledge or hypothecate the income*  
25 *and principal of the Land Acquisition Trust Fund to secure*

1 *loans for the purchase of Reservation and non-Reservation*  
2 *lands.*

3       *(B) Following the effective date of this Act and before*  
4 *the final annual disbursement is made as provided in sec-*  
5 *tion 5 of this Act, the Tribe may pledge or hypothecate up*  
6 *to 50 percent of the unpaid annual installments required*  
7 *to be paid to this Trust Fund, the Economic Development*  
8 *Trust Fund and the Social Services and Elderly Assistance*  
9 *Trust Fund by section 5 of this Act and by section 5 of*  
10 *the Settlement Agreement, to secure loans to finance the ac-*  
11 *quisition of Reservation or non-Reservation land or infra-*  
12 *structure improvements on such lands.*

13       *(e) ECONOMIC DEVELOPMENT TRUST.—(1) The Sec-*  
14 *retary shall establish and maintain a Catawba Economic*  
15 *Development Trust Fund, and until the Tribe engages an*  
16 *outside firm for investment management of this Trust*  
17 *Fund, the Secretary shall manage, invest, and administer*  
18 *this Trust Fund. The original principal amount of the Eco-*  
19 *nomics Development Trust Fund shall be determined by the*  
20 *Tribe in consultation with the Secretary. The principal and*  
21 *income of this Trust Fund may be used to support tribal*  
22 *economic development activities, including but not limited*  
23 *to infrastructure improvements and tribal business ventures*  
24 *and commercial investments benefiting the Tribe.*

1           (2) *The Tribe, in consultation with the Secretary, may*  
2 *pledge or hypothecate future income and up to 50 percent*  
3 *of the principal of this Trust Fund to secure loans for eco-*  
4 *nommic development. In defining the provisions for adminis-*  
5 *tration of this Trust Fund, and before pledging or hypoth-*  
6 *ecating future income or principal, the Tribe and the Sec-*  
7 *retary shall agree on rules and standards for the invasion*  
8 *of principal and for repayment or restoration of principal,*  
9 *which shall encourage preservation of principal, and pro-*  
10 *vide that, if feasible, a portion of all profits derived from*  
11 *activities funded by principal be applied to repayment of*  
12 *the Trust Fund.*

13           (3) *Following the effective date of this Act and before*  
14 *the final annual disbursement is made as provided in sec-*  
15 *tion 5 of this Act, the Tribe may pledge or hypothecate up*  
16 *to 50 percent of the unpaid annual installments required*  
17 *to be paid by section 5 of this Act and by section 5 of the*  
18 *Settlement Agreement to secure loans to finance economic*  
19 *development activities of the Tribe, including (but not lim-*  
20 *ited to) infrastructure improvements on Reservation and*  
21 *non-Reservation lands.*

22           (4) *If the Tribe develops sound lending guidelines ap-*  
23 *proved by the Secretary, a portion of the income from this*  
24 *Trust Fund may also be used to fund a revolving credit*

1 *account for loans to support tribal businesses or business*  
2 *enterprises of tribal members.*

3       (f) *EDUCATION TRUST.*—*The Secretary shall establish*  
4 *and maintain a Catawba Education Trust Fund, and until*  
5 *the Tribe engages an outside firm for investment manage-*  
6 *ment of this Trust Fund, the Secretary shall manage, in-*  
7 *vest, and administer this Trust Fund. The original prin-*  
8 *cipal amount of this Trust Fund shall be determined by*  
9 *the Tribe in consultation with the Secretary; subject to the*  
10 *requirement that upon completion of all payments into the*  
11 *Trust Funds, an amount equal to at least 1/3 of all State,*  
12 *local, and private contributions made pursuant to the Set-*  
13 *tlement Agreement shall have been paid into the Education*  
14 *Trust Fund. Income from this Trust Fund shall be distrib-*  
15 *uted in a manner consistent with the terms of the Settle-*  
16 *ment Agreement. The principal of this Trust Fund shall*  
17 *not be invaded or transferred to any other Trust Fund, nor*  
18 *shall it be pledged or encumbered as security.*

19       (g) *SOCIAL SERVICES AND ELDERLY ASSISTANCE*  
20 *TRUST.*—(1) *The Secretary shall establish and maintain a*  
21 *Catawba Social Services and Elderly Assistance Trust*  
22 *Fund and, until the Tribe engages an outside firm for in-*  
23 *vestment management of this Trust Fund, the Secretary*  
24 *shall manage, invest, and administer the Social Services*  
25 *and Elderly Assistance Trust Fund. The original principal*

1 *amount of this Trust Fund shall be determined by the Tribe*  
2 *in consultation with the Secretary.*

3 *(2) The income of this Trust Fund shall be periodically*  
4 *distributed to the Tribe to support social services programs,*  
5 *including (but not limited to) housing, care of elderly, or*  
6 *physically or mentally disabled Members, child care, sup-*  
7 *plemental health care, education, cultural preservation,*  
8 *burial and cemetery maintenance, and operation of tribal*  
9 *government.*

10 *(3) The Tribe, in consultation with the Secretary, shall*  
11 *establish eligibility criteria and procedures to carry out this*  
12 *subsection.*

13 *(h) PER CAPITA PAYMENT TRUST FUND.—(1) The*  
14 *Secretary shall establish and maintain a Catawba Per Cap-*  
15 *ita Payment Trust Fund in an amount equal to 15 percent*  
16 *of the settlement funds paid pursuant to section 5 of the*  
17 *Settlement Agreement. Until the Tribe engages an outside*  
18 *firm for investment management of this Trust Fund, the*  
19 *Secretary shall manage, invest, and administer the Ca-*  
20 *tawba Per Capita Payment Trust Fund.*

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

1           (3) *The amount payable to each member shall be deter-*  
2 *mined by dividing the trust principal and any accrued in-*  
3 *terest thereon by the number of Members on the final base*  
4 *membership roll.*

5           (4)(A) *Subject to the provisions of this paragraph, each*  
6 *enrolled member who has reached the age of 21 years on*  
7 *the date the final roll is published shall receive the payment*  
8 *on the date of distribution, which shall be as soon as prac-*  
9 *ticable after date of publication of the final base member-*  
10 *ship roll. Adult Members shall be paid their pro rata share*  
11 *of this Trust Fund on the date of distribution unless they*  
12 *elect in writing to leave their pro rata share in the Trust*  
13 *Fund, in which case such share shall not be distributed.*

14           (B) *The pro rata share of adult Members who elect not*  
15 *to withdraw their payment from this Trust Fund shall be*  
16 *managed, invested and administered, together with the*  
17 *funds of Members who have not attained the age of 21 years*  
18 *on the date the final base membership roll is published,*  
19 *until such Member requests in writing that their pro rata*  
20 *share be distributed, at which time such Member's pro rata*  
21 *share shall be paid, together with the net income of the*  
22 *Trust Fund allocable to such Member's share as of the date*  
23 *of distribution.*

24           (C) *No member may elect to have their pro rata share*  
25 *managed by this Trust Fund for a period of more than 21*

1 *years after the date of publication of the final base member-*  
2 *ship roll.*

3       (5)(A) *Subject to the provisions of this paragraph, the*  
4 *pro rata share of any Member who has not attained the*  
5 *age of 21 years on the date the final base membership roll*  
6 *is published shall be managed, invested and administered*  
7 *pursuant to the provisions of this section until such Member*  
8 *has attained the age of 21 years, at which time such Mem-*  
9 *ber's pro rata share shall be paid, together with the net in-*  
10 *come of the Trust Fund allocable to such Member's share*  
11 *as of the date of payment. Such Members shall be paid their*  
12 *pro rata share of this Trust Fund on the date they attain*  
13 *21 years of age unless they elect in writing to leave their*  
14 *pro rata share in the Trust Fund, in which case such share*  
15 *shall not be distributed.*

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

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

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

11           (i) DURATION OF TRUST FUNDS.—Subject to the pro-  
12 visions of this section and with the exception of the Catawba  
13 Per Capita Payment Trust Fund, the Trust Funds estab-  
14 lished in accordance with this section shall continue in ex-  
15 istence so long as the Tribe exists and is recognized by the  
16 United States. The principal of these Trust Funds shall not  
17 be invaded or distributed except as expressly authorized in  
18 this Act or in the Settlement Agreement.

19           (j) TRANSFER OF MONEY AMONG TRUST FUNDS.—The  
20 Tribe, in consultation with the Secretary, shall have the au-  
21 thority to transfer principal and accumulated income be-  
22 tween Trust Funds only as follows:

23           (1) Funds may be transferred among the Ca-  
24 tawba Economic Development Trust Fund, the Ca-  
25 tawba Land Acquisition Trust Fund and the Ca-

1     *tawba Social Services and Elderly Assistance Trust*  
2     *Fund, and from any of those three Trust Funds into*  
3     *the Catawba Education Trust Fund; except, that the*  
4     *mandatory share of State, local, and private sector*  
5     *funds invested in the original corpus of the Catawba*  
6     *Education Trust Fund shall not be transferred to any*  
7     *other Trust Fund.*

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

19             *(3) The dissolution of any Trust Fund shall re-*  
20    *quire the approval of the Secretary pursuant to the*  
21    *Secretarial approval provisions set forth in subsection*  
22    *(b)(5)(D) of this section.*

23             *(k) TRUST FUND ACCOUNTING.—(1) The Secretary*  
24    *shall account to the Tribe periodically, and at least annu-*

1 *ally, for all Catawba Trust Funds being managed and ad-*  
2 *ministered by the Secretary. The accounting shall—*

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

5 *(B) report income earned during the period, dis-*  
6 *tinguishing current income and capital gains;*

7 *(C) indicate dates and amounts of distributions*  
8 *to the Tribe, separately distinguishing current in-*  
9 *come, accumulated income, and distributions of prin-*  
10 *cipal; and*

11 *(D) identify any invasions or repayments of*  
12 *principal during the relevant period and record pro-*  
13 *visions the Tribe has made for repayment or restora-*  
14 *tion of principal.*

15 *(2)(A) Any outside investment management firm en-*  
16 *gaged by the Tribe shall account to the Tribe and separately*  
17 *to the Secretary at periodic intervals, at least quarterly.*  
18 *Its accounting shall—*

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

21 *(ii) report income earned during the period, sep-*  
22 *arating current income and capital gains;*

23 *(iii) indicate dates and amounts of distributions*  
24 *to the Tribe, distinguishing current income, accumu-*  
25 *lated income, and distributions of principal; and*

1           (iv) identify any invasions or repayments of  
2           principal during the relevant period and record pro-  
3           visions the Tribe has made for repayment or restora-  
4           tion of principal.

5           (B) Prior to distributing principal from any Trust  
6           Fund, the investment management firm shall notify the  
7           Secretary of the proposed distribution and the Tribe's pro-  
8           posed use of such funds, following procedures to be agreed  
9           upon by the investment management firm, the Secretary,  
10          and the Tribe. The Secretary shall have 15 days within  
11          which to object in writing to any such invasion of prin-  
12          cipal. Failure to object will be deemed approval of the  
13          distribution.

14          (C) All Trust Funds held and managed by any invest-  
15          ment management firm shall be audited annually by a cer-  
16          tified public accounting firm approved by the Secretary,  
17          and a copy of the annual audit shall be submitted to the  
18          Tribe and to the Secretary within four months following  
19          the close of the Trust Funds' fiscal year.

20          (I) REPLACEMENT OF INVESTMENT MANAGEMENT  
21          FIRM AND MODIFICATION OF INVESTMENT MANAGEMENT  
22          PLAN.—The Tribe shall not replace the investment manage-  
23          ment firm approved by the Secretary without prior written  
24          notification to the Secretary and approval by the Secretary  
25          of any investment management firm chosen by the Tribe

1 *as a replacement. Such Secretarial approval shall be given*  
2 *or denied in accordance with the Secretarial approval pro-*  
3 *visions contained in subsection (b)(5)(D) of this section. The*  
4 *Tribe and its investment management firm shall also notify*  
5 *the Secretary in writing of any revisions in the investment*  
6 *management plan which materially increase investment*  
7 *risk or significantly change the investment management*  
8 *plan, or the agreement, made in consultation with the Sec-*  
9 *retary pursuant to which the outside management firm was*  
10 *retained.*

11 *(m) TRUST FUNDS NOT COUNTED FOR CERTAIN PUR-*  
12 *POSES; USE AS MATCHING FUNDS.—None of the funds, as-*  
13 *sets, income, payments, or distributions from the trust*  
14 *funds established pursuant to this section shall at any time*  
15 *affect the eligibility of the Tribe or its Members for, or be*  
16 *used as a basis for denying or reducing funds to the Tribe*  
17 *or its Members under any Federal, State, or local program.*  
18 *Distributions from these Trust Funds may be used as*  
19 *matching funds, where appropriate, for Federal grants or*  
20 *loans.*

21 **SEC. 12. ESTABLISHMENT OF EXPANDED RESERVATION.**

22 *(a) EXISTING RESERVATION.—The Secretary is au-*  
23 *thorized to receive from the State, by such transfer docu-*  
24 *ment as the Secretary and the State shall approve, all*  
25 *rights, title, and interests of the State in and to the Existing*

1 *Reservation to be held by the United States as trustee for*  
2 *the Tribe, and, effective on the date of such transfer, the*  
3 *obligation of the State as trustee for the Tribe with respect*  
4 *to such land shall cease.*

5       **(b) EXPANDED RESERVATION.**—(1) *The Existing Res-*  
6 *ervation shall be expanded in the manner prescribed by the*  
7 *Settlement Agreement.*

8       (2) *Within 180 days following the date of the enact-*  
9 *ment of this Act, the Secretary, after consulting with the*  
10 *Tribe, shall ascertain the boundaries and area of the exist-*  
11 *ing reservation. In addition, the Secretary, after consulting*  
12 *with the Tribe, shall engage a professional land planning*  
13 *firm as provided in the Settlement Agreement. The Sec-*  
14 *retary shall bear the cost of all services rendered pursuant*  
15 *to this section.*

16       (3) *The Tribe may identify, purchase and request that*  
17 *the Secretary place into reservation status, tracts of lands*  
18 *in the manner prescribed by the Settlement Agreement. The*  
19 *Tribe may not request that any land be placed in reserva-*  
20 *tion status, unless those lands were acquired by the Tribe*  
21 *and qualify for reservation status in full compliance with*  
22 *the Settlement Agreement, including section 14 thereof.*

23       (4) *The Secretary shall bear the cost of all title exami-*  
24 *nations, preliminary subsurface soil investigations, and*  
25 *level one environmental audits to be performed on each par-*

1 *cel contemplated for purchase by the Tribe or the Secretary*  
2 *for the Expanded Reservation, and shall report the results*  
3 *to the Tribe. The Secretary's or the Tribe's payment of any*  
4 *option fee and the purchase price may be drawn from the*  
5 *Catawba Land Acquisition Trust Fund.*

6 (5) *The total area of the Expanded Reservation shall*  
7 *be limited to 3,000 acres, including the Existing Reserva-*  
8 *tion, but the Tribe may exclude from this limit up to 600*  
9 *acres of additional land under the conditions set forth in*  
10 *the Settlement Agreement. The Tribe may seek to have the*  
11 *permissible area of the Expanded Reservation enlarged by*  
12 *an additional 600 acres as set forth in the Settlement*  
13 *Agreement.*

14 (6) *All lands acquired for the Expanded Reservation*  
15 *shall be held in trust together with the Existing Reservation*  
16 *which the State is to convey to the United States.*

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

20 (c) *EXPANSION ZONES.—(1) Subject to the conditions,*  
21 *criteria, and procedures set forth in the Settlement Agree-*  
22 *ment, the Tribe shall endeavor at the outset to acquire con-*  
23 *tiguous tracts for the Expanded Reservation in the “Ca-*  
24 *tawba Reservation Primary Expansion Zone”, as defined*  
25 *in the Settlement Agreement.*

1           (2) *Subject to the conditions, criteria, and procedures*  
2 *set forth in the Settlement Agreement, the Tribe may elect*  
3 *to purchase contiguous tracts in an alternative area, the*  
4 *“Catawba Reservation Secondary Expansion Zone”, as de-*  
5 *fin ed in the Settlement Agreement.*

6           (3) *The Tribe may propose different or additional*  
7 *expansion zones subject to the authorizations required in*  
8 *the Settlement Agreement and the State implementing*  
9 *legislation.*

10          (d) *NON-CONTIGUOUS TRACTS.—The Tribe, in con-*  
11 *sultation with the Secretary, shall take such actions as are*  
12 *reasonable to expand the Existing Reservation by assem-*  
13 *bling a composite tract of contiguous parcels that border*  
14 *and surround the Existing Reservation. Before requesting*  
15 *that any non-contiguous tract be placed in Reservation sta-*  
16 *tus, the Tribe shall comply with section 14 of the Settlement*  
17 *Agreement. Upon the approval of the Tribe’s application*  
18 *under and in accordance with section 14 of the Settlement*  
19 *Agreement, the Secretary, in consultation with the Tribe,*  
20 *may proceed to place non-contiguous tracts in Reservation*  
21 *status. No purchases of non-contiguous tracts shall be made*  
22 *for the Reservation except as set forth in the Settlement*  
23 *Agreement and the State implementing legislation.*

24          (e) *VOLUNTARY LAND PURCHASES.—(1) The power of*  
25 *eminent domain shall not be used by the Secretary or any*

1 *governmental authority in acquiring parcels of land for the*  
2 *benefit of the Tribe, whether or not the parcels are to be*  
3 *part of the Reservation. All such purchases shall be made*  
4 *only from willing sellers by voluntary conveyances subject*  
5 *to the terms of the Settlement Agreement.*

6       (2) *Conveyances by private land owners to the Sec-*  
7 *retary or to the Tribe for the Expanded Reservation will*  
8 *be deemed, however, to be involuntary conversions within*  
9 *the meaning of section 1033 of the Internal Revenue Code*  
10 *of 1986.*

11       (3) *Notwithstanding any other provision of this section*  
12 *and the provisions of the first section of the Act of August*  
13 *1, 1888 (ch. 728, 25 Stat. 357; 40 U.S.C. 257), and the*  
14 *first section of the Act of February 26, 1931 (ch. 307, 46*  
15 *Stat. 1421; 40 U.S.C. 258a), the Secretary or the Tribe may*  
16 *acquire a less than complete interest in land otherwise*  
17 *qualifying under section 14 of the Settlement Agreement for*  
18 *treatment as Reservation land for the benefit of the Tribe*  
19 *from the ostensible owner of the land if the Secretary or*  
20 *the Tribe and the ostensible owner have agreed upon the*  
21 *identity of the land to be sold and upon the purchase price*  
22 *and other terms of sale. If the ostensible owner agrees to*  
23 *the sale, the Secretary may use condemnation proceedings*  
24 *to perfect or clear title and to acquire any interests of puta-*  
25 *tive co-tenants whose address is unknown or the interests*

1 *of unknown or unborn heirs or persons subject to mental*  
2 *disability.*

3       (f) *TERMS AND CONDITIONS OF ACQUISITION.—All*  
4 *properties acquired by the Secretary for the Tribe or ac-*  
5 *quired by the Tribe shall be acquired subject to the terms*  
6 *and conditions set forth in the Settlement Agreement. The*  
7 *Tribe and the Secretary, acting on behalf of the Tribe and*  
8 *with its consent, are also authorized to acquire Reservation*  
9 *and non-Reservation lands using the methods of financing*  
10 *described in the Settlement Agreement.*

11       (g) *AUTHORITY TO ERECT PERMANENT IMPROVE-*  
12 *MENTS ON EXISTING AND EXPANDED RESERVATION LAND*  
13 *AND NON-RESERVATION LAND HELD IN TRUST.—Notwith-*  
14 *standing any other provision of law or regulation, the At-*  
15 *torney General of the United States may approve any deed*  
16 *or other instrument which conveys to the United States*  
17 *lands purchased pursuant to the provisions of this section*  
18 *and the Settlement Agreement. The Secretary or the Tribe*  
19 *may erect permanent improvements of a substantial value,*  
20 *or any other improvements authorized by law on such land*  
21 *after such land is conveyed to the United States.*

22       (h) *EASEMENTS OVER RESERVATION.—(1) The acqui-*  
23 *sition of lands for the Expanded Reservation shall not ex-*  
24 *tinguish any easements or rights-of-way then encumbering*  
25 *such lands unless the Secretary or the Tribe enters into a*

1 *written agreement with the owners terminating such ease-*  
2 *ments or rights-of-way.*

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

7       (B) *Unless the Tribe and the State agree upon a valu-*  
8 *ation formula for pricing easements over the Reservation,*  
9 *the Secretary shall be subject to proceedings for condemna-*  
10 *tion and eminent domain to acquire easements and rights*  
11 *of way for public purposes through the Reservation under*  
12 *the laws of the State in circumstances where no other rea-*  
13 *sonable access is available.*

14       (C) *With the approval of the Tribe, the Secretary may*  
15 *grant easements or rights-of-way over the Reservation for*  
16 *private purposes, and implied easements of necessity shall*  
17 *apply to all lands acquired by the Tribe, unless expressly*  
18 *excluded by the parties.*

19       (i) *JURISDICTIONAL STATUS.—Only land made part*  
20 *of the Reservation shall be governed by the special jurisdic-*  
21 *tional provisions set forth in the Settlement Agreement and*  
22 *the State Act.*

23       (j) *SALE AND TRANSFER OF RESERVATION LANDS.—*  
24 *With the approval of the Secretary, the Tribe may sell, ex-*  
25 *change, or lease lands within the Reservation, and sell tim-*

1 *ber or other natural resources on the Reservation under cir-*  
2 *cumstances and in the manner prescribed by the Settlement*  
3 *Agreement and the State Act.*

4       (k) *TIME LIMIT ON ACQUISITIONS.*—All acquisitions  
5 *of contiguous land to expand the Reservation or of non-*  
6 *contiguous lands to be placed in Reservation status shall*  
7 *be completed or under contract of purchase within 10 years*  
8 *from the date the last payment is made into the Land Ac-*  
9 *quisition Trust; except that for a period of 20 years after*  
10 *the date the last payment is made into the Catawba Land*  
11 *Acquisition Trust Fund, the Tribe may, subject to the limi-*  
12 *tation on the total size of the Reservation, continue to add*  
13 *parcels to up to two Reservation areas so long as the parcels*  
14 *acquired are contiguous to one of those two Reservation*  
15 *areas.*

16       (l) *LEASES OF RESERVATION LANDS.*—The provisions  
17 *of the first section of the Act of August 9, 1955 (ch. 615,*  
18 *69 Stat. 539; 25 U.S.C. 415) shall not apply to the Tribe*  
19 *and its Reservation. The Tribe, with the approval of the*  
20 *Secretary, shall be authorized to lease its Reservation lands*  
21 *for terms up to but not exceeding 99 years.*

22       (m) *NON-APPLICABILITY OF BIA LAND ACQUISITION*  
23 *REGULATIONS.*—The general land acquisition regulations  
24 *of the Bureau of Indian Affairs, contained in part 151 of*

1 *title 25, Code of Federal Regulations, shall not apply to*  
2 *the acquisition of lands authorized by this section.*

3 **SEC. 13. NON-RESERVATION PROPERTIES.**

4 (a) *ACQUISITION OF NON-RESERVATION PROP-*  
5 *ERTIES.—The Tribe may draw upon the corpus or accumu-*  
6 *lated income of the Catawba Land Acquisition Trust Fund*  
7 *or the Catawba Economic Development Trust Fund to ac-*  
8 *quire and hold parcels of real estate outside the Reservation*  
9 *for the purposes and in the manner delineated in the Settle-*  
10 *ment Agreement. Jurisdiction and status of all non-Res-*  
11 *ervation lands shall be governed by section 15 of the Settle-*  
12 *ment Agreement.*

13 (b) *AUTHORITY TO DISPOSE OF LANDS.—Notwith-*  
14 *standing any other provision of law, the Tribe may lease,*  
15 *sell, mortgage, restrict, encumber, or otherwise dispose of*  
16 *such non-Reservation lands in the same manner as other*  
17 *persons and entities under State law, and the Tribe as land*  
18 *owner shall be subject to the same obligations and respon-*  
19 *sibilities as other persons and entities under State, Federal,*  
20 *and local law.*

21 (c) *RESTRICTIONS.—Ownership and transfer of non-*  
22 *Reservation parcels shall not be subject to Federal law re-*  
23 *strictions on alienation, including (but not limited to) the*  
24 *restrictions imposed by Federal common law and the provi-*

1 *sions of the section 2116 of the Revised Statutes (25 U.S.C.*  
2 *177).*

3 **SEC. 14. GAMES OF CHANCE.**

4 (a) *INAPPLICABILITY OF INDIAN GAMING REGULATORY*  
5 *ACT.—The Indian Gaming Regulatory Act (25 U.S.C. 2701*  
6 *et seq.) shall not apply to the Tribe.*

7 (b) *GAMES OF CHANCE GENERALLY.—The Tribe shall*  
8 *have the rights and responsibilities set forth in the Settle-*  
9 *ment Agreement and the State Act with respect to the con-*  
10 *duct of games of chance. Except as specifically set forth in*  
11 *the Settlement Agreement and the State Act, all laws, ordi-*  
12 *nances, and regulations of the State, and its political sub-*  
13 *divisions, shall govern the regulation of gambling devices*  
14 *and the conduct of gambling or wagering by the Tribe on*  
15 *and off the Reservation.*

16 **SEC. 15. GENERAL PROVISIONS.**

17 (a) *SEVERABILITY.—If any provision of section 4(a),*  
18 *5, or 6 of this Act is rendered invalid by the final action*  
19 *of a court, then all of this Act is invalid. Should any other*  
20 *section of this Act be rendered invalid by the final action*  
21 *of a court, the remaining sections of this Act shall remain*  
22 *in full force and effect.*

23 (b) *INTERPRETATION CONSISTENT WITH SETTLEMENT*  
24 *AGREEMENT.—To the extent possible, this Act shall be con-*  
25 *strued in a manner consistent with the Settlement Agree-*

1 *ment and the State Act. In the event of a conflict between*  
2 *the provisions of this Act and the Settlement Agreement or*  
3 *the State Act, the terms of this Act shall govern. In the event*  
4 *of a conflict between the State Act and the Settlement Agree-*  
5 *ment, the terms of the State Act shall govern. The Settle-*  
6 *ment Agreement and the State Act shall be maintained on*  
7 *file and available for public inspection at the Department*  
8 *of the Interior.*

9       (c) *IMPACT OF SUBSEQUENTLY ENACTED LAWS.—The*  
10 *provisions of any Federal law enacted after the date of en-*  
11 *actment of this Act shall not apply in the State if such*  
12 *provision would materially affect or preempt the applica-*  
13 *tion of the laws of the State, including application of the*  
14 *laws of the State applicable to lands owned by or held in*  
15 *trust for Indians, or Indian Nations, Tribes or bands of*  
16 *Indians. However, such Federal law shall apply within the*  
17 *State if the State grants its approval by a law or joint*  
18 *resolution enacted by the General Assembly of South Caro-*  
19 *lina and signed by the Governor.*

20       (d) *ELIGIBILITY FOR CONSIDERATION TO BECOME AN*  
21 *ENTERPRISE ZONE OR GENERAL PURPOSE FOREIGN*  
22 *TRADE ZONE.—Notwithstanding the provisions of any*  
23 *other law or regulation, the Tribe shall be eligible to become,*  
24 *sponsor and operate (1) an “enterprise zone” pursuant to*  
25 *title VII of the Housing and Community Development Act*

1 of 1987 (42 U.S.C. 11501–11505) or any other applicable  
2 Federal (or State) laws or regulations; or (2) a “foreign-  
3 trade zone” or “subzone” pursuant to the Foreign Trade  
4 Zones Act of 1934, as amended (19 U.S.C. 81a–81u) and  
5 the regulations thereunder, to the same extent as other feder-  
6 ally recognized Indian Tribes.

7 (e) *GENERAL APPLICABILITY OF STATE LAW.*—Con-  
8 sistent with the provisions of section 4(a)(2), the provisions  
9 of South Carolina Code Annotated, section 27–16–40, and  
10 section 19.1 of the Settlement Agreement are approved, rati-  
11 fied, and confirmed by the United States, and shall be com-  
12 plied with in the same manner and to the same extent as  
13 if they had been enacted into Federal law.

14 (f) *SUBSEQUENT AMENDMENTS TO THE SETTLEMENT*  
15 *AGREEMENT OR STATE ACT.*—Consent is hereby given to  
16 the Tribe and the State to amend the Settlement Agreement  
17 and the State Act if consent to such amendment is given  
18 by both the State and the Tribe, and if such amendment  
19 relates to—

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

23 (2) the allocation or determination of govern-  
24 mental responsibility of the State and the Tribe over  
25 specified subject matters or specified geographical

1        *areas, or both, including provision for concurrent ju-*  
 2        *risdiction between the State and the Tribe;*

3            *(3) the allocation of jurisdiction between the trib-*  
 4        *al courts and the State courts; or*

5            *(4) technical and other corrections and revisions*  
 6        *to conform the State Act and the Agreement in Prin-*  
 7        *ciple attached to the State Act to the Settlement*  
 8        *Agreement.*

9        **SEC. 16. EFFECTIVE DATE.**

10        *Except for section 12, the provisions of this Act shall*  
 11        *become effective upon the transfer of the Existing Reserva-*  
 12        *tion under section 12 to the Secretary.*

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S 1156 RS—4

S 1156 RS—5

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