

107TH CONGRESS
2^D SESSION

H. R. 3958

To provide a mechanism for the settlement of claims of the State of Utah regarding portions of the Bear River Migratory Bird Refuge located on the shore of the Great Salt Lake, Utah.

IN THE HOUSE OF REPRESENTATIVES

MARCH 13, 2002

Mr. HANSEN introduced the following bill; which was referred to the
Committee on Resources

A BILL

To provide a mechanism for the settlement of claims of the State of Utah regarding portions of the Bear River Migratory Bird Refuge located on the shore of the Great Salt Lake, Utah.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Bear River Migratory
5 Bird Refuge Settlement Act of 2002”.

6 **SEC. 2. FINDINGS.**

7 Congress finds the following:

1 (1) The Secretary of the Interior and the State
2 of Utah have negotiated a preliminary agreement
3 concerning the ownership of lands within the Bear
4 River Migratory Bird Refuge located in Bear River
5 Bay of the Great Salt Lake, Utah.

6 (2) The State is entitled to ownership of those
7 sovereign lands constituting the bed of the Great
8 Salt Lake, and, generally, the location of the sov-
9 ereign lands boundary was set by an official survey
10 of the Great Salt Lake meander line.

11 (3) The establishment of the Refuge in 1928
12 along the shore of the Great Salt Lake, and lack of
13 a meander line survey within the Refuge, has led to
14 uncertainty of ownership of some those sovereign
15 lands.

16 (4) In order to settle the uncertainty concerning
17 the sovereign land boundary caused by the gap in
18 the surveyed Great Salt Lake meander line within
19 the Refuge, the Secretary and the State have agreed
20 to the establishment of a fixed sovereign land bound-
21 ary along the southern boundary of the Refuge and
22 the State has agreed to release any claim to the lake
23 bed above such boundary line.

24 (5) The Secretary and the State have expressed
25 their intentions to establish a mutually agreed upon

1 procedure to address the conflicting claims to owner-
2 ship of the lands and interests in land within the
3 Refuge.

4 **SEC. 3. DEFINITIONS.**

5 In this Act:

6 (1) SECRETARY.—The term “Secretary” means
7 the Secretary of the Interior.

8 (2) REFUGE.—The term “Refuge” means the
9 Bear River Migratory Bird Refuge located in Bear
10 River Bay of the Great Salt Lake, Utah.

11 (3) AGREEMENT.—The term “agreement”
12 means the agreement to be signed by the Secretary
13 and the State to establish a mutually agreeable pro-
14 cedure for addressing the conflicting claims to own-
15 ership of the lands and interests in land within the
16 Refuge.

17 (4) STATE.—The term “State” means the State
18 of Utah.

19 **SEC. 4. REQUIRED TERMS OF LAND CLAIMS SETTLEMENT,**
20 **BEAR RIVER MIGRATORY BIRD REFUGE,**
21 **UTAH.**

22 (a) SPECIFIC TERMS REQUIRED IN AGREEMENT.—
23 The Secretary shall not enter into an agreement with the
24 State for the quitclaim or other transfer of lands or inter-

1 ests in lands within the Refuge unless the terms of the
2 agreement include each of the following provisions:

3 (1) Nothing in the agreement shall be construed
4 to impose upon the State or any of agency of the
5 State any obligation to convey to the United States
6 any interest in water owned or controlled by the
7 State, except upon appropriate terms and for ade-
8 quate consideration.

9 (2) Nothing in the agreement shall constitute
10 admission or denial of the United States claim to a
11 Federal reserved water right.

12 (3) The State shall support the United States
13 application to add an enlarged Hyrum Reservoir, or
14 another storage facility, as an alternate place of
15 storage under the Refuge's existing 1000 cubic feet
16 per second State certified water right. Such support
17 shall be contingent upon demonstration by the
18 United States that no injury to water rights shall
19 occur as a result of the addition.

20 (4) Nothing in the agreement shall affect juris-
21 diction by the State or the United States Fish and
22 Wildlife Service over wildlife resources management,
23 including fishing, hunting and trapping, within the
24 Refuge.

1 (5) If the State elects to bring suit against the
2 United States challenging the validity of the deed
3 issued pursuant to the agreement, and if such suit
4 is successful in invalidating such deed, the State
5 will—

6 (A) pay the United States for the fair mar-
7 ket value of all real property improvements on
8 the property at the time of invalidation, such as
9 dikes, water control structures and buildings;

10 (B) repay any amounts paid by the United
11 States because of ownership of the land by the
12 United States from the date of establishment of
13 the Refuge, such as payments in lieu of taxes;
14 and

15 (C) repay any amounts paid to the State
16 pursuant to the agreement.

17 (6) Subject to the availability of funds for this
18 purpose, the Secretary shall agree to pay
19 \$15,000,000 to the State upon delivery by the State
20 of a quitclaim deed that meets all applicable stand-
21 ards of the Department of Justice and covers all
22 lands and interests in lands claimed by the State
23 within the Refuge. Such payment shall be subject to
24 the condition that the State use the payment for the

1 purposes, and in the amounts, specified in sub-
2 sections (b) and (c).

3 (b) WETLANDS AND WILDLIFE PROTECTION PRO-
4 GRAMS.—

5 (1) DEPOSIT.—The State shall deposit
6 \$10,000,000 of the amount paid pursuant to the
7 agreement, as required by subsection (a)(6), in a re-
8 stricted account, known as the Wetlands and Habi-
9 tat Protection Account, to be used as provided in
10 paragraph (2).

11 (2) AUTHORIZED USES.—The Director of the
12 Utah Department of Natural Resources may with-
13 draw from the Wetlands and Habitat Protection Ac-
14 count, on an annual basis, amounts equal to the in-
15 terest earned on the amount deposited under para-
16 graph (1) for the following purposes:

17 (A) Wetland or open space protection in
18 and near the Great Salt Lake.

19 (B) Enhancement and acquisition of wild-
20 life habitat in and near the Great Salt Lake.

21 (c) RECREATIONAL TRAILS AND STREAMS DEVELOP-
22 MENT AND EXPANSION.—The Utah Department of Nat-
23 ural Resources shall use \$5,000,000 of the amount paid
24 pursuant to the agreement, as required by subsection
25 (a)(6), for the following purposes:

1 (1) Development, improvement, and expansion
2 of motorized and non-motorized recreational trails
3 on public and private lands in the State, with pri-
4 ority given to providing trail access to the Great Salt
5 Lake as part of the proposed Shoshone and Ogden-
6 Weber trail systems.

7 (2) Preservation, reclamation, enhancement,
8 and conservation of streams in the State.

9 (d) COORDINATION OF PROJECTS.—The Director of
10 the Utah Department of Natural Resources shall seek to
11 maximize the use of funds under subsections (b) and (c)
12 through coordination with nonprofit organizations, Fed-
13 eral agencies, other agencies of the State, and local gov-
14 ernments, and shall give priority to those projects under
15 such subsections that include Federal, State, or private
16 matching funds.

17 (e) AUTHORIZATION OF APPROPRIATIONS.—There is
18 authorized to be appropriated \$15,000,000 for the pay-
19 ment required by subsection (a)(6) to be included as a
20 term of the agreement.

○