

107TH CONGRESS
2^D SESSION

H. R. 5513

AN ACT

To provide for a land exchange in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership and a land exchange in the State of Colorado to acquire a private inholding in the San Isabel National Forest, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Prescott and San Isa-
5 bel National Forests Land Exchange Act of 2002”.

6 **TITLE I—YAVAPAI RANCH LAND**
7 **EXCHANGE, ARIZONA**

8 **SEC. 101. FINDINGS AND PURPOSES.**

9 (a) FINDINGS.—Congress finds that—

10 (1) certain parcels of private land in the ap-
11 proximately 170 square miles of land commonly
12 known as the “Yavapai Ranch” and located in
13 Yavapai County, Arizona, are intermingled with Na-
14 tional Forest System land owned by the United
15 States and administered by the Secretary of Agri-
16 culture as part of Prescott National Forest;

17 (2) the private land is owned by the Yavapai
18 Ranch Limited Partnership and the Northern
19 Yavapai, L.L.C. in an intermingled checkerboard
20 pattern, with the United States or Yavapai Ranch
21 Limited Partnership and the Northern Yavapai,
22 L.L.C. owning alternate square mile sections of land
23 or fractions of square mile sections;

24 (3) much of the private land within the checker-
25 board area (including the land located in or near the

1 Pine Creek watershed, Juniper Mesa Wilderness
2 Area, Haystack Peak, and the Luis Maria Baca
3 Float No. 5) is located in environmentally sensitive
4 areas that possess outstanding attributes and values
5 for public management, use, and enjoyment, includ-
6 ing opportunities for—

7 (A) outdoor recreation;

8 (B) preservation of stands of old growth
9 forest;

10 (C) important and largely unfragmented
11 habitat for antelope, deer, elk, mountain lion,
12 wild turkey, and other wildlife species;

13 (D) watershed protection and enhance-
14 ment;

15 (E) scientific research;

16 (F) rangeland;

17 (G) ecological and archaeological resources;

18 and

19 (H) scenic vistas;

20 (4) the checkerboard ownership pattern of land
21 within the Yavapai Ranch detracts from sound and
22 efficient management of the intermingled National
23 Forest System land;

24 (5) if the private land in the checkerboard area
25 is subdivided or developed, the intermingled National

1 Forest System land will become highly fragmented
2 and lose much of the value of the land for wildlife
3 habitat and future public access, use, and enjoy-
4 ment;

5 (6) acquisition by the United States of certain
6 parcels of land that have been offered by Yavapai
7 Ranch Limited Partnership and the Northern
8 Yavapai, L.L.C. for addition to Prescott National
9 Forest will serve important public objectives,
10 including—

11 (A) acquiring private land that meets the
12 criteria for inclusion in the National Forest
13 System in exchange for land with lower public,
14 environmental, and ecological values;

15 (B) consolidating a large area of National
16 Forest System land to preserve—

17 (i) permanent public access, use, and
18 enjoyment of the land; and

19 (ii) efficient management of the land;

20 (C) minimizing cash outlays by the United
21 States to achieve the objectives described in
22 subparagraphs (A) and (B);

23 (D) significantly reducing administrative
24 costs to the United States through—

- 1 (i) consolidation of Federal land hold-
2 ings for more efficient land management
3 and planning;
- 4 (ii) elimination of approximately 350
5 miles of boundary between private land
6 and the Federal parcels;
- 7 (iii) reduced right-of-way, special use,
8 and other permit processing and issuance
9 for roads and other facilities on National
10 Forest System land; and
- 11 (iv) other administrative cost savings;
- 12 (E) significantly protecting the watershed
13 and stream flow of the Verde River in Arizona
14 by reducing the land available for future devel-
15 opment within that watershed by approximately
16 25,000 acres; and
- 17 (F) conserving the waters of the Verde
18 River through the recording of declarations re-
19 stricting the use of water on Federal land lo-
20 cated near the communities of Camp Verde,
21 Cottonwood and Clarkdale to be exchanged by
22 the United States to Yavapai Ranch Limited
23 Partnership or the Northern Yavapai, L.L.C.;
24 and

1 (7) Yavapai Ranch Limited Partnership and
2 the Northern Yavapai, L.L.C. have selected parcels
3 of National Forest System land that are logical for
4 conveyance to Yavapai Ranch Limited Partnership
5 or the Northern Yavapai, L.L.C. through a land ex-
6 change because the parcels—

7 (A) are located in less environmentally sen-
8 sitive areas than the land to be acquired by the
9 United States;

10 (B) have significantly lower recreational,
11 wildlife, ecological, aesthetic, and other public
12 purpose values than the land to be acquired by
13 the United States; and

14 (C) are encumbered by special use permits
15 and rights-of-way for a variety of purposes (in-
16 cluding summer youth camps, municipal water
17 treatment facilities, sewage treatment facilities,
18 city parks, and airport-related facilities) that—

19 (i) limit the usefulness of the parcels
20 for general National Forest System pur-
21 poses; but

22 (ii) are logical for pass-through con-
23 veyances from Yavapai Ranch Limited
24 Partnership and the Northern Yavapai,

1 L.L.C. to the permit or right-of-way hold-
2 ers.

3 (b) PURPOSE.—The purpose of this title is to author-
4 ize, direct, and facilitate the exchange of Federal land and
5 non-Federal land between the United States, Yavapai
6 Ranch Limited Partnership, and the Northern Yavapai,
7 L.L.C.

8 **SEC. 102. DEFINITIONS.**

9 In this title:

10 (1) CAMP VERDE DECLARATION.—The term
11 “Camp Verde Declaration” means the Declaration of
12 Covenants, Conditions, and Restrictions executed by
13 Yavapai Ranch Limited Partnership and the North-
14 ern Yavapai, L.L.C., on or about August 12, 2002,
15 and recorded in the official records of Yavapai Coun-
16 ty, Arizona, that is intended to run with the land
17 and imposes certain water use restrictions, water
18 source limitations, and water conservation measures
19 on the future development of the land described in
20 section 103(a)(2)(D).

21 (2) COTTONWOOD DECLARATION.—The term
22 “Cottonwood Declaration” means the Declaration of
23 Covenants, Conditions and Restrictions executed by
24 Yavapai Ranch Limited Partnership and the North-
25 ern Yavapai, L.L.C., on or about August 12, 2002,

1 and recorded in the official records of Yavapai Coun-
2 ty, Arizona, that is intended to run with the land
3 and imposes certain water use restrictions, water
4 source limitations, and water conservation measures
5 on the future development of the land described in
6 section 103(a)(2)(E).

7 (3) DECLARATIONS.—The term “Declarations”
8 collectively means the Camp Verde Declaration and
9 the Cottonwood Declaration, both of which Congress
10 is requiring to be recorded as encumbrances on the
11 Camp Verde Federal land described in section
12 103(a)(2)(D) and the Cottonwood/Clarkdale Federal
13 land described in section 103(a)(2)(E) in order to
14 conserve water resources in the Verde River Valley,
15 Arizona.

16 (4) FEDERAL LAND.—The term “Federal land”
17 means the land directed for exchange to YRLP in
18 section 103(a)(2).

19 (5) MANAGEMENT PLAN.—The term “Manage-
20 ment Plan” means the land and resource manage-
21 ment plan for Prescott National Forest.

22 (6) NON-FEDERAL LAND.—The term “non-Fed-
23 eral land” means the approximately 35,000 acres of
24 non-Federal land located within the boundaries of
25 Prescott National Forest and directed for exchange

1 to the United States, as generally depicted on the
2 map entitled “Yavapai Ranch Non-Federal Lands”,
3 dated April 2002.

4 (7) SECRETARY.—The term “Secretary” means
5 the Secretary of Agriculture.

6 (8) SUMMER CAMPS.—The term “summer
7 camps” means Camp Pearlstein and Friendly Pines,
8 Patterdale Pines, Pine Summit, Sky Y, and
9 YoungLife Lost Canyon camps in the State of Ari-
10 zona.

11 (9) YRLP.—

12 (A) IN GENERAL.—The term “YRLP”
13 means—

14 (i) the Yavapai Ranch Limited Part-
15 nership, an Arizona Limited Partnership;
16 and

17 (ii) the Northern Yavapai, L.L.C., an
18 Arizona Limited Liability Company.

19 (B) INCLUSIONS.—Except as otherwise ex-
20 pressly provided in this title, the term “YRLP”
21 includes successors-in-interest, assigns, trans-
22 ferees, and affiliates of YRLP.

23 **SEC. 103. LAND EXCHANGE.**

24 (a) CONVEYANCE OF FEDERAL LAND BY THE
25 UNITED STATES.—

1 (1) IN GENERAL.—On receipt of an offer from
2 YRLP to convey the non-Federal land, the Secretary
3 shall convey to YRLP by deed acceptable to YRLP
4 all right, title, and interest of the United States in
5 and to the Federal land described in paragraph (2),
6 subject to easements, rights-of-way, utility lines, and
7 any other valid encumbrances on the Federal land in
8 existence on the date of enactment of this Act and
9 such other reservations as may be mutually agreed
10 to by the Secretary and YRLP.

11 (2) DESCRIPTION OF FEDERAL LAND.—The
12 Federal land referred to in paragraph (1) shall con-
13 sist of the following:

14 (A) Certain land comprising approximately
15 15,300 acres located in Yavapai County, Ari-
16 zona, as generally depicted on the map entitled
17 “Yavapai Ranch-Ranch Area Federal Lands”,
18 dated April 2002.

19 (B) Certain land in the Coconino National
20 Forest, Coconino County Arizona—

21 (i) comprising approximately 1,500
22 acres located in Coconino National Forest,
23 Coconino County, Arizona, as generally de-
24 picted on the map entitled “Flagstaff Fed-

1 eral Lands-Airport Parcel”, dated April
2 2002; and

3 (ii) comprising approximately 28.26
4 acres in 2 separate parcels, as generally
5 depicted on the map entitled “Flagstaff
6 Federal Lands—Wetzel School and Mt.
7 Elden Parcels”, dated September 2002.

8 (C) Certain land referred to as Williams
9 Airport, Williams golf course, Williams Sewer,
10 Buckskinner Park, Williams Railroad, and Well
11 parcels numbers 2, 3, and 4, comprising ap-
12 proximately 950 acres, all located in Kaibab
13 National Forest, Coconino County, Arizona, as
14 generally depicted on the map entitled “Wil-
15 liams Federal Lands”, dated April 2002.

16 (D) Certain land comprising approximately
17 2,200 acres located in Prescott National Forest,
18 Yavapai County, Arizona, as generally depicted
19 on the map entitled “Camp Verde Federal
20 Land—General Crook Parcel”, dated April
21 2002, and title to which shall be conveyed to
22 Yavapai Ranch Limited Partnership or the
23 Northern Yavapai, L.L.C., but not to any suc-
24 cessor-in-interest, assign, transferee or affiliate
25 of Yavapai Ranch Limited Partnership or the

1 Northern Yavapai, L.L.C., or any other person
2 or entity holding or acquiring any interest in
3 Yavapai Ranch.

4 (E) Certain land comprising approximately
5 820 acres located in Prescott National Forest
6 in Yavapai County, Arizona, as generally de-
7 picted on the map entitled “Cottonwood/
8 Clarkdale Federal Lands”, dated April 2002,
9 and title to which shall be conveyed to Yavapai
10 Ranch Limited Partnership or the Northern
11 Yavapai, L.L.C., but not to any successor-in-in-
12 terest, assign, transferee or affiliate of Yavapai
13 Ranch Limited Partnership or the Northern
14 Yavapai, L.L.C., or any other person or entity
15 holding or acquiring any interest in Yavapai
16 Ranch.

17 (F) Certain land comprising approximately
18 237.5 acres located in Kaibab National Forest,
19 Coconino County, Arizona, as generally depicted
20 on the map entitled “Younglife Lost Canyon”,
21 dated April 2002.

22 (G) Certain land comprising approximately
23 200 acres located in Prescott National Forest,
24 Yavapai County, Arizona, and including Friend-
25 ly Pines, Patterdale Pines, Camp Pearlstein,

1 Pine Summit, and Sky Y, as generally depicted
2 on the map entitled “Prescott Federal Lands—
3 Summer Youth Camp Parcels”, dated April
4 2002.

5 (H) Perpetual, unrestricted, and nonexclu-
6 sive easements that—

7 (i) run with and benefit land owned
8 by or conveyed to YRLP across certain
9 land of the United States;

10 (ii) are for—

11 (I) the purposes of operating,
12 maintaining, repairing, improving,
13 and replacing electric power lines or
14 water pipelines (including related stor-
15 age tanks, valves, pumps, and hard-
16 ware); and

17 (II) rights of reasonable ingress
18 and egress necessary for the purposes
19 described in subclause (I);

20 (iii) are 20 feet in width; and

21 (iv) are located 10 feet on either side
22 of each line depicted on the map entitled
23 “YRLP Acquired Easements for Water
24 Lines”, dated April 2002.

25 (3) CONDITIONS.—

1 (A) PERMITS.—Permits or other legal oc-
2 cupancies of the Federal land by third parties
3 in existence on the date of transfer of the Fed-
4 eral land to YRLP shall be addressed in accord-
5 ance with—

6 (i) part 254.15 of title 36, Code of
7 Federal Regulations (or any successor reg-
8 ulation); and

9 (ii) other applicable laws (including
10 regulations).

11 (B) CONVEYANCE OF CERTAIN PARCELS.—

12 (i) CAMP VERDE.—Following the ac-
13 quisition of the parcel described in para-
14 graph (2)(D), YRLP shall execute and
15 record with the Yavapai County Recorder
16 an amended declaration in which the legal
17 description of the land referred to in the
18 Camp Verde Declaration is amended to
19 conform to the legal description in para-
20 graph (2)(D).

21 (ii) COTTONWOOD/CLARKDALE.—Fol-
22 lowing the acquisition of the parcel de-
23 scribed in paragraph (2)(E), YRLP shall
24 execute and record with the Yavapai Coun-
25 ty Recorder an amended declaration in

1 which the legal description of the land re-
2 ferred to in the Cottonwood Declaration is
3 amended to conform to the legal descrip-
4 tion in paragraph (2)(E).

5 (b) CONVEYANCE OF NON-FEDERAL LAND BY
6 YRLP.—

7 (1) IN GENERAL.—On receipt of title to the
8 Federal land, YRLP shall simultaneously convey to
9 the United States, by deed acceptable to Secretary
10 and subject to any encumbrances, all right, title, and
11 interest of YRLP in and to the non-Federal land.

12 (2) EASEMENTS.—

13 (A) IN GENERAL.—The conveyance of non-
14 Federal land to the United States under para-
15 graph (1) shall be subject to the reservation
16 of—

17 (i) perpetual and unrestricted ease-
18 ments and water rights that run with and
19 benefit the land retained by YRLP for—

20 (I) the operation, maintenance,
21 repair, improvement, development,
22 and replacement of not more than 3
23 existing wells;

24 (II) related storage tanks, valves,
25 pumps, and hardware; and

1 (III) pipelines to points of use;

2 and

3 (ii) easements for reasonable ingress

4 and egress to accomplish the purposes of

5 the easements described in clause (i).

6 (B) EXISTING WELLS.—

7 (i) IN GENERAL.—Each easement for

8 an existing well shall be—

9 (I) 40 acres in area; and

10 (II) to the maximum extent

11 practicable—

12 (aa) centered on the existing

13 well; and

14 (bb) located in the same

15 square mile section of land.

16 (ii) LIMITATION.—Within a 40-acre

17 easement described in clause (i), the

18 United States and any permittees or licens-

19 ees of the United States shall be prohibited

20 from undertaking any activity that inter-

21 feres with the use of the wells by YRLP,

22 without the written consent of YRLP.

23 (iii) RESERVATION OF WATER FOR

24 THE UNITED STATES.—The United States

25 shall be entitled to 1/2 of the production of

1 each existing well, not to exceed a total of
2 3,100,000 gallons of water annually, for
3 watering wildlife and stock and for other
4 National Forest System purposes from all
5 3 wells.

6 (C) REASONABLE ACCESS.—Each ease-
7 ment for ingress and egress shall be at least 20
8 feet in width.

9 (D) LOCATION.—The locations of the ease-
10 ments and wells shall be the locations generally
11 depicted on a map entitled “YRLP Reserved
12 Easements for Water Lines and Wells”, dated
13 April 2002.

14 (c) LAND TRANSFER PROBLEMS.—

15 (1) FEDERAL LAND.—If all or part of any par-
16 cels of Federal land cannot be transferred to YRLP
17 because of hazardous materials, or if the proposed
18 title to a Federal land parcel or parcels or fraction
19 thereof is unacceptable to YRLP because of the ex-
20 istence of unpatented mining claims, or in the event
21 of the presence of threatened or endangered species
22 or cultural or historic resources which cannot be
23 mitigated, or other third party rights under the pub-
24 lic land laws, the parcel or parcels or parts thereof
25 shall be deleted from the exchange and the Secretary

1 and YRLP may mutually agree to exchange other
2 Federal land in lieu of the deleted parcel or part
3 thereof in accordance with section 104(c). If the par-
4 cel or parcels are deleted from the exchange, the
5 non-Federal land shall be adjusted in accordance
6 with section 104(c) as necessary to achieve equal
7 value.

8 (2) NON-FEDERAL LAND.—If 1 or more of the
9 parcels of non-Federal land or a portion of such a
10 parcel cannot be conveyed to the United States be-
11 cause of the presence of hazardous materials or be-
12 cause the proposed title to a parcel or a portion of
13 the parcel is unacceptable to the Secretary—

14 (A) the parcel or any portion of the parcel
15 shall be excluded from the exchange; and

16 (B) the Federal land shall be adjusted in
17 accordance with section 104(c).

18 (d) PASS-THROUGH CONVEYANCES.—

19 (1) IN GENERAL.—On or after the acquisition
20 of the Federal land, YRLP may subsequently pass
21 through or convey to the cities of Flagstaff, Wil-
22 liams, Camp Verde, Cottonwood, and the summer
23 camps the parcels of Federal land or portions of
24 parcels located in or near the cities or summer
25 camps.

1 (2) DELETION FROM EXCHANGE.—If YRLP
2 and the cities or summer camps referred to in para-
3 graph (1) have not agreed to the terms and condi-
4 tions of a pass-through or subsequent conveyance of
5 a parcel or portion of a parcel of Federal land before
6 the completion of the exchange, the Secretary, on
7 notice by YRLP, shall delete the parcel or any por-
8 tion of the parcel from the exchange, provided that
9 any portion so deleted shall be configured by the
10 Secretary to leave the United States with manage-
11 able post-exchange lands and boundaries.

12 (3) EASEMENTS.—In accordance with section
13 120(h) of the Comprehensive Environmental Re-
14 sponse, Compensation, and Liability Act of 1980 (42
15 U.S.C. 9620(h)), the United States shall reserve
16 easements in any land transferred to YRLP.

17 **SEC. 104. EXCHANGE VALUATION, APPRAISALS, AND**
18 **EQUALIZATION.**

19 (a) EQUAL VALUE EXCHANGE.—The values of the
20 non-Federal and Federal land directed to be exchanged
21 under this title—

22 (1) shall be equal, as determined by the Sec-
23 retary; or

24 (2) if the values are not equal, shall be equal-
25 ized in accordance with subsection (c).

1 (b) APPRAISALS.—

2 (1) IN GENERAL.—The values of the Federal
3 land and non-Federal land shall be determined by
4 appraisals using the appraisal standards in—

5 (A) the Uniform Appraisal Standards for
6 Federal Land Acquisitions, fifth edition (De-
7 cember 20, 2000); and

8 (B) the Uniform Standards of Professional
9 Appraisal Practice.

10 (2) APPROVAL.—In accordance with part
11 254.9(a)(1) of title 36, Code of Federal Regulations
12 (or any successor regulation), the appraiser shall
13 be—

14 (A) acceptable to the Secretary and YRLP;
15 and

16 (B) a contractor, the clients of which shall
17 be both the Secretary and YRLP.

18 (3) REQUIREMENTS.—During the appraisal
19 process—

20 (A) the Secretary and YRLP shall have
21 equal access to the appraiser; and

22 (B) the Secretary and YRLP shall cooper-
23 ate with each other and the appraiser to pre-
24 pare appraisal instructions which shall require
25 the appraiser to—

1 (i) consider the effect on value of the
2 Federal land or non-Federal land because
3 of the existence of encumbrances on each
4 parcel, including—

5 (I) permitted uses on Federal
6 land that cannot be reasonably termi-
7 nated before the appraisal; and

8 (II) facilities on Federal land
9 that cannot be reasonably removed be-
10 fore the appraisal.

11 (ii) determine the value of each parcel
12 of Federal land and non-Federal land (in-
13 cluding the value of each individual section
14 of the intermingled Federal and non-Fed-
15 eral land of the Yavapai Ranch) as an as-
16 sembled transaction consistent with the ap-
17 plicable provisions of parts 254.5 and
18 254.9(b)(1)(v) of title 36, Code of Federal
19 Regulations (or any successor regulation).

20 (4) DISPUTE RESOLUTION.—A dispute relating
21 to the appraised values of the Federal land or non-
22 Federal land following completion of the appraisal
23 shall be processed in accordance with—

1 (A) section 206(d) of the Federal Land
2 Policy and Management Act of 1976 (43 U.S.C.
3 1716(d)); and

4 (B) part 254.10 of title 36, Code of Fed-
5 eral Regulations (or any successor regulation).

6 (5) APPRAISAL PERIOD.—After the final ap-
7 praised values of the Federal land and non-Federal
8 land have been reviewed and approved by the Sec-
9 retary or otherwise determined in accordance with
10 the requirements of paragraph (4), the final ap-
11 praised values—

12 (A) shall not be reappraised or updated by
13 the Secretary before the completion of the land
14 exchange; and

15 (B) shall be considered to be the values of
16 the Federal land and non-Federal land on the
17 date of the transfer of title.

18 (6) AVAILABILITY.—The appraisals approved
19 by the Secretary shall be made available for public
20 inspection in the Offices of the Supervisors for Pres-
21 cott, Coconino, and Kaibab National Forests in ac-
22 cordance with Forest Service policy.

23 (7) ALLOCATION OF CHANGES.—For purposes
24 of the land exchange directed by this title, any
25 change in land value attributable to the conservation

1 measures and restrictions on water use under the
2 Declarations shall be allocated 50 percent to the
3 Secretary and 50 percent to YRLP.

4 (c) EQUALIZATION OF VALUES.—

5 (1) SURPLUS OF NON-FEDERAL LAND.—

6 (A) IN GENERAL.—If, after any adjust-
7 ments are made to the non-Federal land or
8 Federal land under subsection (c) or (d) of sec-
9 tion 103, the final appraised value of the non-
10 Federal land exceeds the final appraised value
11 of the Federal land, the Federal land and non-
12 Federal land shall be adjusted in accordance
13 with subparagraph (B) until the values are ap-
14 proximately equal.

15 (B) ADJUSTMENTS.—An adjustment re-
16 ferred to in subparagraph (A) shall be accom-
17 plished by beginning at the east boundary of
18 section 30, T. 20 N., R. 6 W., Gila and Salt
19 River Base and Meridian, Yavapai County, Ari-
20 zona, and adding to the Federal land to be con-
21 veyed to YRLP in $\frac{1}{8}$ section increments (N-S
22 64th line) and lot lines across the section, while
23 deleting from the conveyance to the United
24 States non-Federal land in the same incre-
25 mental portions of sections 19 and 31, T. 20

1 N., R. 6 W., Gila and Salt River Base and Me-
2 ridian, Yavapai County, Arizona, to establish a
3 linear and continuous boundary that runs north
4 to south across the sections.

5 (2) SURPLUS OF FEDERAL LAND.—

6 (A) IN GENERAL.—If, after any adjust-
7 ments are made to the non-Federal land or
8 Federal land under subsection (c) or (d) of sec-
9 tion 103, the final appraised value of the Fed-
10 eral land exceeds the final appraised value of
11 the non-Federal land, the Federal land and
12 non-Federal land shall be adjusted in accord-
13 ance with subparagraph (B) until the values are
14 approximately equal.

15 (B) ADJUSTMENTS.—Adjustments under
16 subparagraph (A) shall be made in the fol-
17 lowing order:

18 (i) Beginning at the south boundary
19 of section 31, T. 20 N., R. 5 W., Gila and
20 Salt River Base and Meridian, Yavapai
21 County, Arizona, and sections 33 and 35,
22 T. 20 N., R. 6 W., Gila and Salt River
23 Base and Meridian, Yavapai County, by
24 adding to the non-Federal land to be con-
25 veyed to the United States in $\frac{1}{8}$ section

1 increments (E–W 64th line) while deleting
2 from the conveyance to YRLP Federal
3 land in the same incremental portions of
4 section 32, T. 20 N., R. 5 W., Gila and
5 Salt River Base and Meridian, Yavapai
6 County, Arizona, and sections 32, 34, and
7 36, in T. 20 N., R. 6 W., Gila and Salt
8 River Base and Meridian, Yavapai County,
9 Arizona, to establish a linear and contin-
10 uous boundary that runs east to west
11 across the sections.

12 (ii) By deleting the following parcels:

13 (I) The Williams Sewer parcel,
14 comprising approximately 20 acres, lo-
15 cated in Kaibab National Forest, and
16 more particularly described as the
17 $E^{1/2}NW^{1/4}SE^{1/4}$ portion of section 21,
18 T. 22 N., R. 2 E., Gila and Salt River
19 Base and Meridian, Coconino County,
20 Arizona.

21 (II) The Williams railroad parcel,
22 located in the Kaibab National For-
23 est, and more particularly described
24 as—

1 (aa) the $W^{1/2}SW^{1/4}$ portion
2 of section 26, T. 22 N., R. 2 E.,
3 Gila and Salt River Base and
4 Meridian, Coconino County, Ari-
5 zona, excluding any portion
6 northeast of the southwestern
7 right-of-way line of the Bur-
8 lington Northern and Santa Fe
9 Railway (Seligman Subdivision),
10 comprising approximately 30
11 acres;

12 (bb) the $NE^{1/4}NW^{1/4}$, the
13 $N^{1/2}SE^{1/4}NW^{1/4}$, the
14 $SE^{1/4}SE^{1/4}NW^{1/4}$, the $NE^{1/4}$, the
15 $SE^{1/4}SW^{1/4}$, and the $SE^{1/4}$ por-
16 tions of section 27, T. 22 N., R.
17 2 E., Gila and Salt River Base
18 and Meridian, Coconino County,
19 Arizona, excluding any portion
20 north of the southern right-of-
21 way of Interstate 40 and any
22 portion northeast of the south-
23 western right-of-way line of the
24 Burlington Northern and Santa
25 Fe Railway (Seligman Subdivi-

1 sion), any portion south of the
2 northern right-of-way of the Bur-
3 lington Northern and Santa Fe
4 Railway (Phoenix Subdivision),
5 and any portion within Exchange
6 Survey No. 677, comprising ap-
7 proximately 220 acres;

8 (cc) the NE¹/₄NE¹/₄ portion
9 of section 34, T. 22 N., R. 2 E.,
10 Gila and Salt River Base and
11 Meridian, Coconino County, Ari-
12 zona, excluding any portion
13 southwest of the northeastern
14 right-of-way line of the Bur-
15 lington Northern and Santa Fe
16 Railway (Phoenix Subdivision),
17 comprising approximately 2
18 acres; and

19 (dd) the N¹/₂ portion of sec-
20 tion 35, T. 22 N., R. 2 E., Gila
21 and Salt River Base and Merid-
22 ian, Coconino County, Arizona,
23 excluding any portion north of
24 the southern right-of-way line of
25 the Burlington Northern and

1 Santa Fe Railway (Seligman
2 Subdivision) and any portion
3 south of the northern right-of-
4 way of the Burlington Northern
5 and Santa Fe Railway (Phoenix
6 Subdivision), comprising approxi-
7 mately 60 acres.

8 (III) Buckskinner Park, com-
9 prising approximately 50 acres, lo-
10 cated in Kaibab National Forest, and
11 more particularly described as the
12 $SW^{1/4}SW^{1/4}$, and the
13 $S^{1/2}S^{1/2}NW^{1/4}SW^{1/4}$ portions of sec-
14 tion 33, T. 22 N., R. 2 E., Gila and
15 Salt River Base and Meridian,
16 Coconino County, Arizona.

17 (IV) The Cottonwood/Clarkdale
18 parcel, comprising approximately 820
19 acres, located in Prescott National
20 Forest, and more particularly de-
21 scribed as—

22 (aa) lots 3, 4, 6, portions of
23 lots 7, 8, and 9, and the
24 $W^{1/2}NW^{1/4}$ and the $SW^{1/4}SE^{1/4}$
25 portions of section 5, T. 15 N.,

1 R. 3 E., Gila and Salt River
2 Base and Meridian, Yavapai
3 County, Arizona; and

4 (bb) the $S^{1/2}S^{1/2}N^{1/2}NW^{1/4}$,
5 the $E^{1/2}E^{1/2}NE^{1/4}NE^{1/4}NW^{1/4}$,
6 the $E^{1/2}NE^{1/4}SE^{1/4}NE^{1/4}NW^{1/4}$,
7 the $NW^{1/4}NE^{1/4}$, the $S^{1/2}NE^{1/4}$,
8 the $S^{1/2}NW^{1/4}$, and the $S^{1/2}$ por-
9 tions of section 8, T. 15 N., R. 3
10 E., Gila and Salt River Base and
11 Meridian, Yavapai County, Ari-
12 zona.

13 (V) The Wetzel school parcel,
14 comprising approximately 10.89 acres,
15 located in Coconino National Forest,
16 and more particularly described as lot
17 9 of section 11, T. 21 N., R. 7 E.,
18 Gila and Salt River Base and Merid-
19 ian, Coconino County, Arizona.

20 (VI) The Mt. Eldon parcel, com-
21 prising approximately 17.21 acres, lo-
22 cated in Coconino National Forest,
23 and more particularly described as lot
24 7 of section 7, T. 21 N., R. 8 E., Gila

1 and Salt River Base and Meridian,
2 Coconino County, Arizona.

3 (VII) A portion of the Camp
4 Verde parcel, comprising approxi-
5 mately 316 acres, located in Prescott
6 National Forest, and more particu-
7 larly described as the NENE $\frac{1}{4}$ and
8 lots 1, 5, and 6 of section 26, and the
9 N $\frac{1}{2}$ N $\frac{1}{2}$ of section 27, T. 14 N., R. 4
10 E., Gila and Salt River Base and Me-
11 ridian, Yavapai County, Arizona.

12 (VIII) A portion of the Camp
13 Verde parcel, comprising approxi-
14 mately 314 acres, located in Prescott
15 National Forest, and more particu-
16 larly described as the SENE $\frac{1}{4}$ and
17 lots 2, 7, 8, and 9 of section 26, and
18 the S $\frac{1}{2}$ N $\frac{1}{2}$ of section 27, T. 14 N.,
19 R. 4 E., Gila and Salt River Base and
20 Meridian, Yavapai County, Arizona.

21 (C) MODIFICATIONS.—The descriptions of
22 land and acreage provided in subclauses (III),
23 (IV), and (V) of subparagraph (B)(ii) may be
24 modified to conform with a survey approved by
25 the Bureau of Land Management.

1 (3) ADDITIONAL EQUALIZATION OF VALUES.—

2 If, after the values are adjusted in accordance with
3 paragraph (1) or (2), the values of the Federal land
4 and non-Federal land are not equal, then the Sec-
5 retary and YRLP may by mutual agreement adjust
6 the acreage of the Federal land and non-Federal
7 land until the values of that land are equal.

8 (d) CASH EQUALIZATION.—

9 (1) IN GENERAL.—After the values of the non-
10 Federal and Federal land are equalized to the max-
11 imum extent practicable under subsection (c), any
12 balance due to the Secretary or to YRLP shall be
13 paid—

14 (A) through cash equalization payments
15 under section 206(b) of the Federal Land Pol-
16 icy and Management Act of 1976 (43 U.S.C.
17 1716(b)); or

18 (B) in accordance with standards estab-
19 lished by the Secretary and YRLP.

20 (2) LIMITATION.—

21 (A) IN GENERAL.—YRLP shall not be re-
22 quired to make any cash equalization payment
23 to the Secretary in an amount that exceeds
24 \$50,000.

1 (B) ADJUSTMENTS.—If the value of the
2 Federal land exceeds the value of the non-Fed-
3 eral land by more than \$50,000, the Secretary
4 and YRLP shall by mutual agreement delete
5 additional Federal land from the exchange until
6 the values of the Federal land and non-Federal
7 land are equal.

8 (C) DEPOSIT.—Any money received by the
9 United States under this title shall, without fur-
10 ther appropriation, be deposited in a fund es-
11 tablished under Public Law 90–171 (16 U.S.C.
12 484(a); commonly known as the Sisk Act) for
13 the acquisition of land or interests in land for
14 National Forest System purposes in the State
15 of Arizona.

16 **SEC. 105. MISCELLANEOUS PROVISIONS.**

17 (a) REVOCATION OF ORDERS.—Any public orders
18 withdrawing any of the Federal land from appropriation
19 or disposal under the public land laws are revoked to the
20 extent necessary to permit disposal of the Federal land.

21 (b) WITHDRAWAL OF FEDERAL LAND.—The Federal
22 land is withdrawn from all forms of entry and appropria-
23 tion under the public land laws, including the mining and
24 mineral leasing laws and the Geothermal Steam Act of
25 1970 (30 U.S.C. 1001 et seq.), until the date on which

1 the exchange of Federal land and non-Federal land is com-
2 pleted.

3 (c) SURVEYS, INVENTORIES, AND CLEARANCES.—

4 Before completing the exchange of Federal land and non-
5 Federal land directed by this title, the Secretary shall
6 carry out land surveys and preexchange inventories, clear-
7 ances, reviews, and approvals relating to hazardous mate-
8 rials, threatened and endangered species, cultural and his-
9 toric resources, and wetlands and floodplains.

10 (d) COSTS OF IMPLEMENTING THE EXCHANGE.—

11 (1) IN GENERAL.—Except as provided in para-
12 graph (2), the Secretary shall be responsible for any
13 costs of implementing the exchange of Federal land
14 and non-Federal land.

15 (2) EXCEPTIONS.—Subject to paragraph (3),
16 YRLP shall be responsible for paying—

17 (A) 100 percent of the costs of—

18 (i) conducting the appraisals of the
19 Federal land and non-Federal land;

20 (ii) the preparation of necessary land
21 surveys and verified legal descriptions of
22 the Federal land and non-Federal land;
23 and

24 (iii) title insurance; and

25 (B) 50 percent of the costs of—

- 1 (i) conducting cultural and historic re-
2 source surveys;
- 3 (ii) conducting surveys of hazardous
4 materials;
- 5 (iii) escrow; and
- 6 (iv) publication of notice of the pro-
7 posed exchange.

8 (3) LIMITATIONS.—

9 (A) IN GENERAL.—YRLP shall not pay
10 more than \$500,000 of the costs described in
11 paragraph (2).

12 (B) CREDIT.—Any costs paid by YRLP for
13 cultural or historic resource surveys before the
14 date of enactment of this Act shall be credited
15 against the maximum amount required to be
16 paid by YRLP under subparagraph (A).

17 (4) REIMBURSEMENT.—No amount paid by
18 YRLP under this subsection shall be eligible for re-
19 imbursement under section 206(f) of the Federal
20 Land Policy and Management Act of 1976 (43
21 U.S.C. 1716(f)).

22 (e) TIMING.—It is the intent of Congress that the
23 exchange of Federal land and non-Federal land directed
24 by this title be completed not later than 1 year after the
25 date of enactment of this Act.

1 (f) CONTRACTORS.—

2 (1) IN GENERAL.—If the Secretary lacks ade-
3 quate staff or resources to complete the exchange by
4 the date referred to in subsection (e), or if the costs
5 described in subsection (d)(2) exceed the limitation
6 described in subsection (d)(3), the Secretary shall
7 reimburse YRLP for the costs of 1 or more inde-
8 pendent third party contractors, subject to the ap-
9 proval of the Secretary and YRLP, to carry out any
10 activities necessary to complete the exchange by that
11 date.

12 (2) CREDITS.—If the Secretary lacks funds
13 with which to reimburse YRLP in accordance with
14 paragraph (1), the Secretary shall credit any
15 amounts paid by YRLP to third party independent
16 contractors against the value of the Federal land in
17 accordance with section 206(f) of the Federal Land
18 Policy and Management Act of 1976 (43 U.S.C.
19 1716(f)).

20 **SEC. 106. STATUS AND MANAGEMENT OF LAND AFTER EX-**
21 **CHANGE.**

22 (a) IN GENERAL.—Non-Federal land acquired by the
23 United States under this title—

24 (1) shall become part of the Prescott National
25 Forest; and

1 (2) shall be administered by the Secretary in
2 accordance with—

3 (A) this title; and

4 (B) the laws (including regulations) appli-
5 cable to the National Forest System.

6 (b) MANAGEMENT PLAN.—

7 (1) IN GENERAL.—Acquisition of the land au-
8 thorized by this title shall not, of itself, require a re-
9 vision or amendment to the Management Plan for
10 Prescott National Forest.

11 (2) AMENDMENT OR REVISION OF PLAN.—If
12 the Management Plan is amended or revised after
13 the date of acquisition of non-Federal land under
14 this title, the Management Plan shall be amended to
15 reflect the acquisition of the non-Federal land.

16 (c) POST-EXCHANGE MANAGEMENT OF CERTAIN
17 LAND.—

18 (1) IN GENERAL.—Following its acquisition by
19 the United States, the non-Federal land acquired by
20 the United States and adjoining National Forest
21 System land shall be managed in accordance with
22 paragraphs (2) through (6), and the laws, rules, and
23 regulations generally applicable to the National For-
24 est System.

1 (2) PROTECTION OF NATURAL RESOURCES.—

2 The land shall be managed in a manner that main-
3 tains the species, character, and natural values of
4 the land, including—

5 (A) deer, pronghorn antelope, wild turkey,
6 mountain lion, and other resident wildlife and
7 native plant species;

8 (B) suitability for livestock grazing; and

9 (C) aesthetic values.

10 (3) GRAZING.—Each area located in the
11 Yavapai Ranch grazing allotment as of the date of
12 enactment of this Act shall—

13 (A) remain in the Yavapai Ranch grazing
14 allotment; and

15 (B) continue to be subject to grazing in ac-
16 cordance with the laws, rules, and regulations
17 generally applicable to domestic livestock graz-
18 ing on National Forest System land.

19 (4) ROADS.—

20 (A) IMPROVEMENT AND MAINTENANCE.—

21 The Secretary shall maintain or improve a sys-
22 tem of roads and trails on the land to provide
23 opportunities for hunting, motorized and non-
24 motorized recreation, and other uses of the land
25 by the public.

1 (B) PUBLIC ACCESS ROAD.—

2 (i) CONSTRUCTION.—The Secretary
3 shall improve or construct a public access
4 road linking Forest Road 7 (Pine Creek
5 Road) to Forest Road 1 (Turkey Canyon
6 Road) through portions of sections 33, 32,
7 31, and 30, T. 19 N., R. 6 W., Gila and
8 Salt River Base and Meridian.

9 (ii) EXISTING ROAD.—The existing
10 road linking Pine Creek and Gobbler
11 Knob—

12 (I) shall remain open until the
13 date on which the new public access
14 road is completed; and

15 (II) after the date on which the
16 new public access road is completed,
17 shall be obliterated.

18 (C) EASEMENTS.—

19 (i) IN GENERAL.—Simultaneously
20 with completion of the land exchange di-
21 rected by this title, the Secretary and
22 YRLP shall mutually grant to each other
23 at no charge reciprocal easements for in-
24 gress, egress, and utilities across, over, and
25 through—

1 (I) the routes depicted on the
2 map entitled “Road and Trail Ease-
3 ments—Yavapai Ranch Area” dated
4 April 2002; and any other inholdings
5 retained by the United States or
6 YRLP; or

7 (II) any relocated routes that are
8 mutually agreed to by the Secretary
9 and YRLP.

10 (ii) REQUIREMENTS.—Easements
11 granted under this subparagraph shall be
12 unlimited, perpetual, and nonexclusive in
13 nature, and shall run with and benefit the
14 land of the grantee.

15 (iii) RIGHTS OF GRANTEE.—The
16 rights of the grantee shall extend to—

17 (I) in the case of YRLP, any suc-
18 cessors-in-interest, assigns, and trans-
19 ferees of YRLP; and

20 (II) in the case of the Secretary,
21 members of the general public, as de-
22 termined to be appropriate by the
23 Secretary.

24 (5) TIMBER HARVESTING.—

1 (A) IN GENERAL.—Except as provided in
2 subparagraph (B), timber harvesting for com-
3 modity production shall be prohibited on the
4 land.

5 (B) EXCEPTIONS.—Timber harvesting may
6 be conducted on the land if the Secretary deter-
7 mines that timber harvesting is necessary—

8 (i) to prevent or control fires, insects,
9 and disease through forest thinning or
10 other forest management techniques; or

11 (ii) to protect or enhance grassland
12 habitat, watershed values, or native plants,
13 trees, and wildlife species.

14 (6) WATER IMPROVEMENTS.—Nothing in this
15 title prohibits the Secretary from authorizing or con-
16 structing new water improvements in accordance
17 with the laws, rules, and regulations applicable to
18 water improvements on National Forest System land
19 for—

20 (A) the benefit of domestic livestock or
21 wildlife management; or

22 (B) the improvement of forest health or
23 forest restoration.

24 (d) MAPS.—

1 (1) IN GENERAL.—The Secretary and YRLP
2 may correct any minor errors in the maps of, legal
3 descriptions of, or encumbrances on the Federal
4 land or non-Federal land.

5 (2) DISCREPANCY.—In the event of any dis-
6 crepancy between a map, acreage, and a legal de-
7 scription, the map shall prevail unless the Secretary
8 and YRLP agree otherwise.

9 (3) AVAILABILITY.—The Declarations and all
10 maps referred to in this title shall be on file and
11 available for inspection in the Office of the Super-
12 visor, Prescott National Forest, Prescott, Arizona.

13 (e) EFFECT.—Nothing in this title precludes, pro-
14 hibits, or otherwise restricts YRLP from subsequently
15 granting, conveying, or otherwise transferring title to the
16 Federal land after its acquisition of the Federal land and
17 recordation of the Declarations and any conforming
18 amendments to the Declarations.

19 (f) ENCROACHMENT LAND IN FLAGSTAFF.—

20 (1) IN GENERAL.—The Secretary shall convey
21 by quitclaim deed lot 8 in section 11, T. 21 N., R.
22 7 E., Gila and Salt River Base and Meridian,
23 Coconino County, Arizona, to a single individual or
24 entity, either of which represent the majority of
25 landowners with encroachments on such lot.

1 (2) PAYMENT TO THE UNITED STATES.—In
 2 consideration of the conveyance directed by para-
 3 graph (1), the individual or entity representing the
 4 majority of landowners with encroachments on lot 8
 5 shall pay to the Secretary the sum of \$2500 plus
 6 any costs of re-monumenting the boundary of lot 8.

7 (3) TIMING.—The Secretary shall convey lot 8
 8 in accordance with this subsection within 90 days of
 9 receipt of powers of attorney executed to a single in-
 10 dividual or entity representing the majority of land-
 11 owners with encroachments on lot 8. If the powers
 12 of attorney are not delivered to the Secretary within
 13 270 days of the date of enactment of this Act, the
 14 authorization under this subsection shall expire and,
 15 thereafter, any conveyances shall be made under
 16 Public Law 97–465 (16 U.S.C. 521c et seq.).

17 **TITLE II—SAN ISABEL NATIONAL**
 18 **FOREST LAND EXCHANGE,**
 19 **COLORADO**

20 **SEC. 201. LAND EXCHANGE, SAN ISABEL NATIONAL FOR-**
 21 **EST, COLORADO.**

22 (a) EXCHANGE REQUIRED.—In exchange for the pri-
 23 vate property described in subsection (b), the Secretary
 24 of Agriculture shall convey to E. Michael Senter of Buena
 25 Vista, Colorado (in this section referred to as the “recipi-

1 ent”), all right, title, and interest of the United States
2 in and to a parcel of real property consisting of approxi-
3 mately 2.2 acres in the San Isabel National Forest, Colo-
4 rado, as generally depicted on the map entitled “Senter
5 Exchange” , dated September 20, 2002. The conveyance
6 under this subsection shall be made upon the receipt by
7 the Secretary of a binding offer for the conveyance of title
8 acceptable to the Secretary to the property described in
9 subsection (b).

10 (b) CONSIDERATION.—As consideration for the prop-
11 erty to be conveyed by the Secretary under subsection (a),
12 the recipient shall convey to the Secretary a parcel of real
13 property consisting of approximately 2.0 acres located
14 within the boundaries of the San Isabel National Forest.
15 This parcel is also generally depicted on the map referred
16 to in subsection (a).

17 (c) EQUAL VALUE EXCHANGE; APPRAISAL.—The
18 values of the properties to be exchanged under this section
19 shall be equal or equalized as provided in subsection (d).
20 The value of the properties shall be determined through
21 an appraisal performed by a qualified appraiser mutually
22 agreed to by the Secretary and the recipient. The ap-
23 praisal shall be performed in conformance with the Uni-
24 form Appraisal Standards for Federal Land Acquisitions
25 (Department of Justice, December 2000) and shall be

1 completed not later than 120 days after the date of the
2 enactment of this Act.

3 (d) CASH EQUALIZATION.—Any difference in the
4 value of the properties to be exchanged under this section
5 shall be equalized through the making of a cash equali-
6 zation payment. The Secretary shall deposit any cash
7 equalization payment received by the Secretary under this
8 subsection in the fund established by Public Law 90-171
9 (commonly known as the Sisk Act; 16 U.S.C. 484a).

10 (e) PAYMENT OF COSTS.—All direct costs associated
11 with the conveyances under this section, including the
12 costs of appraisal, title, and survey work, shall be borne
13 by the Secretary.

14 (f) ADMINISTRATION OF ACQUIRED LAND.—The
15 property acquired by the Secretary under this section shall
16 become part of the San Isabel National Forest and be ad-
17 ministered as such in accordance with the laws, rules, and
18 regulations generally applicable to the National Forest
19 System.

Passed the House of Representatives November 15
(legislative day, November 14), 2002.

Attest:

Clerk.

107TH CONGRESS
2D SESSION

H. R. 5513

AN ACT

To provide for a land exchange in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership and a land exchange in the State of Colorado to acquire a private inholding in the San Isabel National Forest, and for other purposes.