

108TH CONGRESS
1ST SESSION

H. R. 2907

To provide for a land exchange in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership.

IN THE HOUSE OF REPRESENTATIVES

JULY 25, 2003

Mr. RENZI (for himself and Mr. HAYWORTH) introduced the following bill;
which was referred to the Committee on Resources

A BILL

To provide for a land exchange in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership.

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 “Northern Arizona Na-
5 tional Forest Land Exchange Act of 2003”.

6 **SEC. 2. FINDINGS AND PURPOSES.**

7 (a) FINDINGS.—Congress finds that—

8 (1) certain parcels of private land in the ap-
9 proximately 170 square miles of land commonly
10 known as the “Yavapai Ranch” and located in

1 Yavapai County, Arizona, are intermingled with Na-
2 tional Forest System land owned by the United
3 States and administered by the Secretary of Agri-
4 culture as part of Prescott National Forest;

5 (2) the private land is owned by the Yavapai
6 Ranch Limited Partnership and the Northern
7 Yavapai, L.L.C., in an intermingled checkerboard
8 pattern, with the United States or Yavapai Ranch
9 Limited Partnership and the Northern Yavapai,
10 L.L.C., owning alternate square mile sections of
11 land or fractions of square mile sections;

12 (3) a significant portion of the private land
13 within the checkerboard area (including the land lo-
14 cated in or near the Pine Creek watershed, Juniper
15 Mesa Wilderness Area, Haystack Peak, and the Luis
16 Maria Baca Float No. 5) is located in environ-
17 mentally valuable areas that possess attributes for
18 public management, use, and enjoyment, including—

19 (A) outdoor recreation;

20 (B) preservation of stands of old growth
21 forest;

22 (C) largely unfragmented habitat for ante-
23 lope, deer, elk, mountain lion, wild turkey, and
24 other wildlife species;

25 (D) scientific research;

1 (E) rangeland;

2 (F) cultural and archaeological resources;

3 and

4 (G) scenic vistas;

5 (4) the checkerboard ownership pattern of pri-
6 vate and public land within Prescott National Forest
7 impedes sound and efficient management of the
8 intermingled National Forest System land;

9 (5) if the private land in the checkerboard area
10 is subdivided or developed, the intermingled National
11 Forest System land will become highly fragmented
12 and lose much of the value of the land for wildlife
13 habitat and future public access, use, and enjoy-
14 ment;

15 (6) acquisition by the United States of certain
16 parcels of land that have been offered by Yavapai
17 Ranch Limited Partnership and the Northern
18 Yavapai, L.L.C., for addition to Prescott National
19 Forest will serve important public objectives, includ-
20 ing—

21 (A) acquiring private land that meets the
22 criteria for inclusion in the National Forest
23 System in exchange for land with lower public,
24 environmental, and ecological values;

1 (B) consolidating a large area of National
2 Forest System land to preserve—

3 (i) permanent public access, use, and
4 enjoyment of the land; and

5 (ii) efficient management of the land;

6 (C) minimizing cash outlays by the United
7 States to achieve the objectives described in
8 subparagraphs (A) and (B); and

9 (D) reducing administrative costs to the
10 United States through—

11 (i) consolidation of Federal land hold-
12 ings for more efficient land management
13 and planning;

14 (ii) elimination of approximately 350
15 miles of boundary between private land
16 and the Federal parcels; and

17 (iii) reduction of right-of-way, special
18 use, and other permit processing and
19 issuance for roads and other facilities on
20 National Forest System land;

21 (7) parcels of National Forest System land have
22 been identified for conveyance to Yavapai Ranch
23 Limited Partnership or the Northern Yavapai,
24 L.L.C., through a land exchange because the par-
25 cels—

1 (A) have significantly lower recreational,
2 wildlife, ecological, and other public purpose
3 values than the land to be acquired by the
4 United States; and

5 (B) are encumbered by special use permits
6 and rights-of-way for a variety of purposes (in-
7 cluding summer youth camps, municipal water
8 treatment facilities, sewage treatment facilities,
9 city parks, and airport-related facilities) that—

10 (i) limit the usefulness of the parcels
11 for general National Forest System pur-
12 poses; but

13 (ii) are logical for pass-through con-
14 veyances from Yavapai Ranch Limited
15 Partnership and the Northern Yavapai,
16 L.L.C., to the permit or right-of-way hold-
17 ers;

18 (8) because there are limited water resources on
19 the National Forest System land available for future
20 water users and the unlimited use of the water re-
21 sources would have adverse long-term impacts on ex-
22 isting and future water users and State water right
23 holders and the Verde River and National Forest
24 System land retained by the United States, limits on

1 water use should be established on the National For-
2 est System land that—

3 (A) is located near the communities of
4 Camp Verde, Cottonwood, and Clarkdale; and

5 (B) is to be conveyed by the United States
6 to Yavapai Ranch Limited Partnership or the
7 Northern Yavapai, L.L.C.; and

8 (9) under section 402(g) of the Federal Land
9 Policy and Management Act of 1976 (43 U.S.C.
10 1752(g)), the land exchange provided for in this Act
11 shall cause a hardship for persons holding grazing
12 permits for that land and compensation shall be pro-
13 vided.

14 (b) PURPOSE.—The purpose of this Act is to author-
15 ize, direct, and facilitate the exchange of Federal land and
16 non-Federal land between the United States, Yavapai
17 Ranch Limited Partnership, and the Northern Yavapai,
18 L.L.C.

19 **SEC. 3. DEFINITIONS.**

20 In this Act:

21 (1) CAMP.—The term “camp” means Camp
22 Pearlstein, Friendly Pines, Patterdale Pines, Pine
23 Summit, Sky Y, and YoungLife Lost Canyon camps
24 in the State of Arizona.

1 (2) FEDERAL LAND.—The term “Federal land”
2 means the land described in section 4(a)(2).

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

6 (4) NON-FEDERAL LAND.—The term “non-Fed-
7 eral land” means the approximately 35,000 acres of
8 non-Federal land located within the boundaries of
9 Prescott National Forest, as generally depicted on
10 the map entitled “Yavapai Ranch Non-Federal
11 Lands”, dated April 2002.

12 (5) SECRETARY.—The term “Secretary” means
13 the Secretary of Agriculture.

14 (6) YAVAPAI RANCH.—The term “Yavapai
15 Ranch” means—

16 (A) the Yavapai Ranch Limited Partner-
17 ship, an Arizona Limited Partnership; and

18 (B) the Northern Yavapai, L.L.C., an Ari-
19 zona Limited Liability Company.

20 **SEC. 4. LAND EXCHANGE.**

21 (a) CONVEYANCE OF FEDERAL LAND BY THE
22 UNITED STATES.—

23 (1) IN GENERAL.—On receipt of an offer from
24 Yavapai Ranch to convey the non-Federal land, the
25 Secretary shall convey to Yavapai Ranch by deed ac-

1 ceptable to Yavapai Ranch, subject to easements,
2 rights-of-way, utility lines, and any other valid en-
3 cumbrances on the Federal land in existence on the
4 date of enactment of this Act and any other reserva-
5 tions that may be agreed to by the Secretary and
6 Yavapai Ranch, all right, title, and interest of the
7 United States in and to the Federal land described
8 in paragraph (2).

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

12 (A) Certain land comprising approximately
13 15,300 acres located in Yavapai County, Ari-
14 zona, as generally depicted on the map entitled
15 “Yavapai Ranch-Ranch Area Federal Lands”,
16 dated April 2002.

17 (B) Certain land in the Coconino National
18 Forest, Coconino County Arizona—

19 (i) comprising approximately 1,500
20 acres located in Coconino National Forest,
21 Coconino County, Arizona, as generally de-
22 picted on the map entitled “Flagstaff Fed-
23 eral Lands-Airport Parcel”, dated April
24 2002; and

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

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

14 (D) Certain land comprising approximately
15 2,200 acres located in Prescott National Forest,
16 Yavapai County, Arizona, as generally depicted
17 on the map entitled “Camp Verde Federal
18 Land—General Crook Parcel”, dated April
19 2002.

20 (E) Certain land comprising approximately
21 820 acres located in Prescott National Forest
22 in Yavapai County, Arizona, as generally de-
23 picted on the map entitled “Cottonwood/
24 Clarkdale Federal Lands”, dated April 2002.

1 (F) Certain land comprising approximately
2 237.5 acres located in Kaibab National Forest,
3 Coconino County, Arizona, as generally depicted
4 on the map entitled “Younglife Lost Canyon”,
5 dated April 2002.

6 (G) Certain land comprising approximately
7 200 acres located in Prescott National Forest,
8 Yavapai County, Arizona, and including Friend-
9 ly Pines, Patterdale Pines, Camp Pearlstein,
10 Pine Summit, and Sky Y, as generally depicted
11 on the map entitled “Prescott Federal Lands—
12 Summer Youth Camp Parcels”, dated April
13 2002.

14 (H) Perpetual, unrestricted, and nonexclu-
15 sive easements that—

16 (i) run with and benefit land owned
17 by or conveyed to Yavapai Ranch across
18 certain land of the United States;

19 (ii) are for the purposes of—

20 (I) operating, maintaining, re-
21 pairing, improving, and replacing elec-
22 tric power lines or water pipelines (in-
23 cluding related storage tanks, valves,
24 pumps, and hardware); and

1 (II) providing rights of reason-
2 able ingress and egress necessary for
3 the activities described in subclause
4 (I);
5 (iii) are 20 feet in width; and
6 (iv) are located 10 feet on either side
7 of each line depicted on the map entitled
8 “YRLP Acquired Easements for Water
9 Lines”, dated April 2002.

10 (3) CONDITIONS.—

11 (A) PERMITS.—Permits or other legal oc-
12 cupancies of the Federal land by third parties
13 in existence on the date of transfer of the Fed-
14 eral land to Yavapai Ranch shall be addressed
15 in accordance with—

16 (i) part 254.15 of title 36, Code of
17 Federal Regulations (or any successor reg-
18 ulation); and

19 (ii) other applicable laws (including
20 regulations).

21 (B) ESTABLISHMENT OF CONSERVATION
22 EASEMENTS ON CERTAIN PARCELS.—

23 (i) IN GENERAL.—To conserve water
24 in the Verde Valley, Arizona, and to mini-
25 mize the adverse impacts from future de-

1 velopment of the parcels described in sub-
2 paragraphs (D) and (E) of paragraph (2)
3 on current and future users of water and
4 holders of water rights in existence on the
5 date of enactment of this Act and the
6 Verde River and National Forest System
7 land retained by the United States, the
8 United States shall limit in perpetuity the
9 use of water on the parcels by establishing
10 conservation easements that—

11 (I) prohibit golf course develop-
12 ment on the parcels;

13 (II) require that public parks and
14 greenbelts on the parcels be watered
15 with treated effluent;

16 (III)(aa) with respect to the par-
17 cel described in paragraph (2)(D),
18 limit total post-exchange water use to
19 not more than 700 acre-feet of water
20 per year; and

21 (bb) with respect to the parcel
22 described in paragraph (2)(E), limit
23 total post-exchange water use to not
24 more than 150 acre-feet of water per
25 year; and

1 (IV) except for water supplied to
2 the parcels described in subpara-
3 graphs (D) and (E) of paragraph (2)
4 by municipal water service providers
5 or private water companies, require
6 that any water used for the parcels
7 not be withdrawn from wells per-
8 forated in the saturated Holocene al-
9 luvium of the Verde River.

10 (ii) RECORDATION.—The conservation
11 easements described in clause (i) shall be
12 recorded in the title to parcels described in
13 subparagraphs (D) and (E) of paragraph
14 (2) that are conveyed by the Secretary to
15 Yavapai Ranch.

16 (iii) SUBSEQUENT CONVEYANCE.—

17 (I) IN GENERAL.—On acquisition
18 of title to the parcels described in sub-
19 paragraphs (D) and (E) of paragraph
20 (2), Yavapai Ranch may convey all or
21 a portion of the parcels to 1 or more
22 successors-in-interest.

23 (II) WATER USE APPORTION-
24 MENT.—A conveyance under sub-
25 clause (I) shall, in accordance with

1 the terms described in clause (i), in-
2 clude a recorded and binding agree-
3 ment on the amount of water avail-
4 able for use on the parcel or portion
5 of the parcel conveyed, as determined
6 by the Yavapai Ranch.

7 (iv) ENFORCEMENT.—The Secretary
8 shall enter into a memorandum of under-
9 standing with the State of Arizona or a po-
10 litical subdivision of the State of Arizona
11 authorizing the State or political subdivi-
12 sion to enforce the terms described in
13 clause (i) in any manner provided by law.

14 (v) LIABILITY.—

15 (I) IN GENERAL.—Any action for
16 a breach of the terms of the conserva-
17 tion easements described in clause (i)
18 shall be against the owner or owners
19 of the parcel or portion of the parcel,
20 at the time of the breach, whose ac-
21 tion or failure to act has resulted in
22 the breach.

23 (II) HOLD HARMLESS.—To the
24 extent that the United States or a
25 successor-in-interest to the United

1 States no longer holds title to the par-
2 cels or any portion of the parcels de-
3 scribed in subparagraph (D) or (E) of
4 paragraph (2), the United States or
5 such successor-in-interest shall be held
6 harmless from damages or injuries at-
7 tributable to any breach of the terms
8 of the conservation easements de-
9 scribed in clause (i) by a subsequent
10 successor-in-interest.

11 (b) CONVEYANCE OF NON-FEDERAL LAND BY
12 YAVAPAI RANCH.—

13 (1) IN GENERAL.—On receipt of title to the
14 Federal land, Yavapai Ranch shall simultaneously
15 convey to the United States, by deed acceptable to
16 Secretary and subject to any encumbrances, all
17 right, title, and interest of Yavapai Ranch in and to
18 the non-Federal land.

19 (2) EASEMENTS.—

20 (A) IN GENERAL.—The conveyance of non-
21 Federal land to the United States under para-
22 graph (1) shall be subject to the reservation
23 of—

24 (i) perpetual and unrestricted ease-
25 ments and water rights that run with and

1 benefit the land retained by Yavapai
2 Ranch for—

3 (I) the operation, maintenance,
4 repair, improvement, development,
5 and replacement of not more than 3
6 wells in existence on the date of enact-
7 ment of this Act;

8 (II) related storage tanks, valves,
9 pumps, and hardware; and

10 (III) pipelines to points of use;
11 and

12 (ii) easements for reasonable ingress
13 and egress to accomplish the purposes of
14 the easements described in clause (i).

15 (B) EXISTING WELLS.—

16 (i) IN GENERAL.—Each easement for
17 an existing well shall be—

18 (I) 40 acres in area; and

19 (II) to the maximum extent prac-
20 ticable—

21 (aa) centered on the existing
22 well; and

23 (bb) located in the same
24 square mile section of land.

1 (ii) LIMITATION.—Within a 40-acre
2 easement described in clause (i), the
3 United States and any permittees or licens-
4 ees of the United States shall be prohibited
5 from undertaking any activity that inter-
6 feres with the use of the wells by Yavapai
7 Ranch, without the written consent of
8 Yavapai Ranch.

9 (iii) RESERVATION OF WATER FOR
10 THE UNITED STATES.—The United States
11 shall be entitled to $\frac{1}{2}$ the production of
12 each existing well, not to exceed a total of
13 3,100,000 gallons of water annually, for
14 watering wildlife and stock and for other
15 National Forest System purposes from the
16 3 wells.

17 (C) REASONABLE ACCESS.—Each ease-
18 ment for ingress and egress shall be at least 20
19 feet in width.

20 (D) LOCATION.—The locations of the ease-
21 ments and wells shall be the locations generally
22 depicted on a map entitled “YRLP Reserved
23 Easements for Water Lines and Wells”, dated
24 April 2002.

25 (c) LAND TRANSFER PROBLEMS.—

1 (1) FEDERAL LAND.—If a parcel of Federal
2 land (or a portion of the parcel) cannot be conveyed
3 to Yavapai Ranch because of the presence of haz-
4 ardous materials or if the proposed title to a parcel
5 of Federal land (or a portion of the parcel) is unac-
6 ceptable to Yavapai Ranch because of the presence
7 of threatened or endangered species, cultural or his-
8 toric resources, unpatented mining claims, or other
9 third party rights under public land laws—

10 (A) the parcel of Federal land or portion
11 of the parcel shall be excluded from the ex-
12 change; and

13 (B) the non-Federal land shall be adjusted
14 in accordance with section 5(c).

15 (2) NON-FEDERAL LAND.—If 1 or more of the
16 parcels of non-Federal land or a portion of such a
17 parcel cannot be conveyed to the United States be-
18 cause of the presence of hazardous materials or if
19 the proposed title to a parcel or a portion of the par-
20 cel is unacceptable to the Secretary—

21 (A) the parcel of non-Federal land or por-
22 tion of the parcel shall be excluded from the ex-
23 change; and

24 (B) the Federal land shall be adjusted in
25 accordance with section 5(c).

1 (d) CONVEYANCE OF FEDERAL LAND TO CITIES AND
2 CAMPS.—

3 (1) IN GENERAL.—Following the acquisition of
4 the Federal land, Yavapai Ranch shall convey to the
5 cities of Flagstaff, Williams, and Camp Verde and
6 the camps the parcels of Federal land or portions of
7 parcels located in or near the cities or camps under
8 any terms agreed to by Yavapai Ranch, the cities,
9 and camps before the date on which the exchange is
10 completed.

11 (2) DELETION FROM EXCHANGE.—If Yavapai
12 Ranch and the cities or camps referred to in para-
13 graph (1) have not agreed to the terms and condi-
14 tions of a subsequent conveyance of a parcel or por-
15 tion of a parcel of Federal land before the comple-
16 tion of the exchange, the Secretary, on notification
17 by Yavapai Ranch, the cities, or camps, shall delete
18 the parcel or any portion of the parcel from the ex-
19 change, provided that any parcel or portion of a par-
20 cel to be deleted may be configured by the Secretary
21 to leave the United States with manageable post-ex-
22 change land and boundaries.

23 (3) EASEMENTS.—In accordance with section
24 120(h) of the Comprehensive Environmental Re-
25 sponse, Compensation, and Liability Act of 1980 (42

1 U.S.C. 9620(h)), the United States shall reserve
2 easements in any land transferred to Yavapai
3 Ranch.

4 **SEC. 5. EXCHANGE VALUATION, APPRAISALS, AND EQUALI-**
5 **ZATION.**

6 (a) **EQUAL VALUE EXCHANGE.**—The values of the
7 non-Federal and Federal land to be exchanged under this
8 Act—

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

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

13 (b) **APPRAISALS.**—

14 (1) **IN GENERAL.**—The values of the Federal
15 land and non-Federal land shall be determined by
16 appraisals using the appraisal standards in—

17 (A) the Uniform Appraisal Standards for
18 Federal Land Acquisitions, fifth edition (De-
19 cember 20, 2000); and

20 (B) the Uniform Standards of Professional
21 Appraisal Practice.

22 (2) **APPROVAL.**—In accordance with part
23 254.9(a)(1) of title 36, Code of Federal Regulations
24 (or any successor regulation), the appraiser shall
25 be—

1 (A) acceptable to the Secretary and
2 Yavapai Ranch; and

3 (B) a contractor, the clients of which shall
4 be the Secretary and Yavapai Ranch.

5 (3) REQUIREMENTS.—During the appraisal
6 process the appraiser shall—

7 (A) consider the effect on value of the Fed-
8 eral land or non-Federal land because of the ex-
9 istence of encumbrances on each parcel, includ-
10 ing—

11 (i) permitted uses on Federal land
12 that cannot be reasonably terminated be-
13 fore the appraisal; and

14 (ii) facilities on Federal land that can-
15 not be reasonably removed before the ap-
16 praisal; and

17 (B) determine the value of each parcel of
18 Federal land and non-Federal land (including
19 the value of each individual section of the inter-
20 mingled Federal and non-Federal land of the
21 Yavapai Ranch) as an assembled transaction
22 consistent with the applicable provisions of
23 parts 254.5 and 254.9(b)(1)(v) of title 36, Code
24 of Federal Regulations (or any successor regu-
25 lation).

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

5 (A) section 206(d) of the Federal Land
6 Policy and Management Act of 1976 (43 U.S.C.
7 1716(d)); and

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

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

16 (A) shall not be reappraised or updated by
17 the Secretary before the completion of the land
18 exchange; and

19 (B) shall be considered to be the values of
20 the Federal land and non-Federal land on the
21 date of the transfer of title.

22 (6) AVAILABILITY.—In accordance with the pol-
23 icy of the Forest Service, and to ensure the timely
24 and full disclosure of the appraisals to the public,
25 the appraisals approved by the Secretary shall be

1 made available for public inspection in the Offices of
2 the Supervisors for Prescott, Coconino, and Kaibab
3 National Forests.

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 4, the final appraised value of the non-Fed-
10 eral land exceeds the final appraised value of
11 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 in $\frac{1}{8}$ sec-
21 tion increments (N–S 64th line) and lot lines
22 across the section, while deleting in the same
23 increments portions of sections 19 and 31, T.
24 20 N., R. 6 W., Gila and Salt River Base and
25 Meridian, Yavapai County, Arizona, to establish

1 a linear and continuous boundary that runs
2 north to south across the sections.

3 (2) SURPLUS OF FEDERAL LAND.—

4 (A) IN GENERAL.—If, after any adjust-
5 ments are made to the non-Federal land or
6 Federal land under subsection (c) or (d) of sec-
7 tion 4, the final appraised value of the Federal
8 land exceeds the final appraised value of the
9 non-Federal land, the Federal land and non-
10 Federal land shall be adjusted in accordance
11 with subparagraph (B) until the values are ap-
12 proximately equal.

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

16 (i) Beginning at the south boundary
17 of section 31, T. 20 N., R. 5 W., Gila and
18 Salt River Base and Meridian, Yavapai
19 County, Arizona, and sections 33 and 35,
20 T. 20 N., R. 6 W., Gila and Salt River
21 Base and Meridian, Yavapai County, by
22 adding to the non-Federal land to be con-
23 veyed to the United States in $\frac{1}{8}$ section
24 increments (E–W 64th line) while deleting
25 from the conveyance to Yavapai Ranch

1 Federal land in the same incremental por-
2 tions of section 32, T. 20 N., R. 5 W., Gila
3 and Salt River Base and Meridian,
4 Yavapai County, Arizona, and sections 32,
5 34, and 36, in T. 20 N., R. 6 W., Gila and
6 Salt River Base and Meridian, Yavapai
7 County, Arizona, to establish a linear and
8 continuous boundary that runs east to
9 west across the sections.

10 (ii) By deleting the following parcels:

11 (I) The Wetzel School parcel
12 identified on the map described in sec-
13 tion 4(a)(2)(B)(ii).

14 (II) The Williams Sewer parcel
15 identified on the map described in sec-
16 tion 4(a)(2)(C).

17 (III) That part of the Williams
18 Railroad parcel identified on the map
19 described in section 4(a)(2)(C) that
20 lies south of Business I-40.

21 (IV) A portion of the Cotton-
22 wood/Clarkdale Federal Lands identi-
23 fied on the map described in Section
24 4(a)(2)(E) and further described as
25 the S¹/₂S¹/₂ of Section 8, Township 15

1 North, Range 3 East, Gila and Salt
2 River Base and Meridian, Yavapai
3 County, Arizona.

4 (V) The Buckskinner Park parcel
5 identified on the map described in sec-
6 tion 4(a)(2)(C).

7 (VI) Approximately 316 acres of
8 the Camp Verde Federal Land-Gen-
9 eral Crook Parcel identified on the
10 map described in Section 4(a)(2)(D)
11 and further described as Lots 1, 5,
12 and 6 and the NE¹/₄NE¹/₄ of Section
13 26, and the N¹/₂N¹/₂ of Section 27,
14 Township 14 North, Range 4 East,
15 Gila and Salt River Base and Merid-
16 ian, Yavapai County, Arizona.

17 (VII) A portion of the Cotton-
18 wood/Clarkdale Federal Lands identi-
19 fied on the map described in section
20 4(a)(2)(E) and further described as
21 the N¹/₂S¹/₂ of Section 8, Township
22 15 North, Range 3 East, Gila and
23 Salt River Base and Meridian,
24 Yavapai County, Arizona.

1 (VIII) Approximately 314 acres
2 of the Camp Verde Federal Land-
3 General Crook Parcel identified on the
4 map described in section 4(a)(2)(D)
5 and further described as Lots 2, 7, 8
6 and 9 and the SE¹/₄NE¹/₄ of Section
7 26, and the S¹/₂N¹/₂ of Section 27,
8 Township 14 North, Range 4 East,
9 Gila and Salt River Base and Merid-
10 ian, Yavapai County, Arizona.

11 (IX) The Mt. Elden parcel identi-
12 fied on the map described in section
13 4(a)(2)(B)(ii).

14 (C) MODIFICATIONS.—The descriptions of
15 land and acreage provided in subclauses (I),
16 (VII), and (VIII) of subparagraph (B)(ii) may
17 be modified to conform with a survey approved
18 by the Bureau of Land Management.

19 (3) ADDITIONAL EQUALIZATION OF VALUES.—
20 If, after the values are adjusted in accordance with
21 paragraph (1) or (2), the values of the Federal land
22 and non-Federal land are not equal, then the Sec-
23 retary and Yavapai Ranch may by agreement adjust
24 the acreage of the Federal land and non-Federal
25 land until the values of that land are equal.

1 (d) CASH EQUALIZATION.—

2 (1) IN GENERAL.—After the values of the non-
3 Federal and Federal land are equalized to the max-
4 imum extent practicable under subsection (c), any
5 balance due the Secretary or Yavapai Ranch shall be
6 paid—

7 (A) through cash equalization payments
8 under section 206(b) of the Federal Land Pol-
9 icy and Management Act of 1976 (43 U.S.C.
10 1716(b)); or

11 (B) in accordance with standards estab-
12 lished by the Secretary and Yavapai Ranch.

13 (2) LIMITATION.—

14 (A) ADJUSTMENTS.—If the value of the
15 Federal land exceeds the value of the non-Fed-
16 eral land by more than \$50,000, the Secretary
17 and Yavapai Ranch shall, by agreement, delete
18 additional Federal land from the exchange until
19 the values of the Federal land and non-Federal
20 land are equal.

21 (B) DEPOSIT.—Any amounts received by
22 the United States under this Act—

23 (i) shall be deposited in a fund estab-
24 lished under Public Law 90–171 (16

1 U.S.C. 484a) (commonly known as the
2 “Sisk Act”); and

3 (ii) shall be available, without further
4 appropriation, for the acquisition of land
5 or interests in land for National Forest
6 System purposes in the State of Arizona.

7 **SEC. 6. MISCELLANEOUS PROVISIONS.**

8 (a) REVOCATION OF ORDERS.—Any public orders
9 withdrawing any of the Federal land from appropriation
10 or disposal under the public land laws are revoked to the
11 extent necessary to permit disposal of the Federal land.

12 (b) WITHDRAWAL OF FEDERAL LAND.—The Federal
13 land is withdrawn from all forms of entry and appropria-
14 tion under the public land laws, including the mining and
15 mineral leasing laws and the Geothermal Steam Act of
16 1970 (30 U.S.C. 1001 et seq.), until the date on which
17 the exchange of Federal land and non-Federal land is com-
18 pleted.

19 (c) SURVEYS, INVENTORIES, AND CLEARANCES.—
20 Before completing the exchange of Federal land and non-
21 Federal land under this Act, the Secretary shall carry out
22 land surveys and preexchange inventories, clearances, re-
23 views, and approvals relating to hazardous materials,
24 threatened and endangered species, cultural and historic
25 resources, and wetlands and floodplains.

1 (d) COSTS OF IMPLEMENTING THE EXCHANGE.—

2 (1) IN GENERAL.—

3 (A) The United States shall bear the costs
4 or other responsibilities or requirements associ-
5 ated with land surveys, title searches, archeo-
6 logical and cultural surveys and salvage, re-
7 moval of encumbrances and curing title defi-
8 ciencies necessary to bring the Federal land
9 into a condition where it is acceptable for ex-
10 change purposes.

11 (B) Yavapai Ranch shall bear the costs or
12 other responsibilities or requirements associated
13 with land surveys, title searches, archeological
14 and cultural surveys and salvage, removal of en-
15 cumbrances and curing title deficiencies nec-
16 essary to bring the non-Federal land into a con-
17 dition where it is acceptable for exchange pur-
18 poses.

19 (2) INELIGIBLE REIMBURSEMENTS.—No
20 amount paid by Yavapai Ranch under this sub-
21 section shall be eligible for reimbursement under sec-
22 tion 206(f) of the Federal Land Policy and Manage-
23 ment Act of 1976 (43 U.S.C. 1716(f)).

24 (e) TIMING.—It is the intent of Congress that the
25 exchange of Federal land and non-Federal land directed

1 by this Act be completed not later than 18 months after
2 the date of enactment of this Act.

3 (f) CONTRACTORS.—

4 (1) IN GENERAL.—If the Secretary lacks ade-
5 quate staff or resources to complete the exchange by
6 the date specified in subsection (e), the Yavapai
7 Ranch shall contract with independent third party
8 contractors, subject to the mutual agreement of the
9 Secretary and Yavapai Ranch, to carry out any ac-
10 tivities necessary to complete the exchange by that
11 date.

12 (2) REIMBURSEMENT.—In the event that
13 Yavapai Ranch contracts with independent third
14 party contractors to carry out or complete any re-
15 sponsibilities or requirements that would be per-
16 formed by the Secretary but for the lack of adequate
17 staff or resources, then the Secretary shall reim-
18 burse Yavapai Ranch for Yavapai Ranch's costs or
19 expenses for such contractors in accordance with
20 section 206(f) of the Federal Land Policy and Man-
21 agement Act of 1976 (43 U.S.C. 1716(f)).

22 **SEC. 7. STATUS AND MANAGEMENT OF LAND AFTER EX-**
23 **CHANGE.**

24 (a) IN GENERAL.—Non-Federal land acquired by the
25 United States under this Act—

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

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

5 (A) this Act;

6 (B) the laws (including regulations) appli-
7 cable to the National Forest System; and

8 (C) other authorized uses of the National
9 Forest System.

10 (b) MANAGEMENT PLAN.—

11 (1) IN GENERAL.—Acquisition of the non-Fed-
12 eral land under this Act shall not require a revision
13 or amendment to the Management Plan.

14 (2) AMENDMENT OR REVISION.—If the Man-
15 agement Plan is amended or revised after the date
16 of acquisition of non-Federal land under this Act,
17 the Management Plan shall be amended to reflect
18 the acquisition of the non-Federal land.

19 (c) POST-EXCHANGE MANAGEMENT OF CERTAIN
20 LAND.—

21 (1) IN GENERAL.—On acquisition by the United
22 States, the non-Federal land acquired by the United
23 States and any adjoining National Forest System
24 land shall be managed in accordance with—

25 (A) paragraphs (2) through (6); and

1 (B) the laws (including regulations) gen-
2 erally applicable to National Forest System
3 land.

4 (2) PROTECTION OF NATURAL RESOURCES.—

5 The non-Federal land shall be managed in a manner
6 that maintains the species, character, and natural
7 values of the land, including—

8 (A) deer, pronghorn antelope, wild turkey,
9 mountain lion, and other resident wildlife and
10 native plant species;

11 (B) suitability for livestock grazing; and

12 (C) aesthetic values.

13 (3) GRAZING.—Each area located in the
14 Yavapai Ranch grazing allotment as of the date of
15 enactment of this Act shall—

16 (A) remain in the Yavapai Ranch grazing
17 allotment; and

18 (B) continue to be subject to grazing in ac-
19 cordance with the laws (including regulations)
20 generally applicable to domestic livestock graz-
21 ing on National Forest System land.

22 (4) ROADS.—

23 (A) IMPROVEMENT AND MAINTENANCE.—

24 The Secretary shall maintain or improve a sys-
25 tem of roads and trails on the non-Federal land

1 to provide opportunities for hunting, motorized
2 and nonmotorized recreation, and other uses of
3 the land by the public.

4 (B) PUBLIC ACCESS ROAD.—

5 (i) CONSTRUCTION.—The Secretary
6 shall improve or construct a public access
7 road linking Forest Road 7 (Pine Creek
8 Road) to Forest Road 1 (Turkey Canyon
9 Road) through portions of sections 33, 32,
10 31, and 30, T. 19 N., R. 6 W., Gila and
11 Salt River Base and Meridian.

12 (ii) EXISTING ROAD.—The existing
13 road linking Pine Creek and Gobbler Knob
14 shall—

15 (I) until the date on which the
16 new public access road is completed,
17 remain open; and

18 (II) after the date on which the
19 new public access road is completed,
20 be obliterated.

21 (C) EASEMENTS.—

22 (i) IN GENERAL.—On completion of
23 the land exchange under this Act, the Sec-
24 retary and Yavapai Ranch shall grant each
25 other at no charge reciprocal easements for

1 ingress, egress, and utilities across, over,
2 and through—

3 (I)(aa) the routes depicted on the
4 map entitled “Road and Trail Ease-
5 ments—Yavapai Ranch Area” dated
6 April 2002; and

7 (bb) any other inholdings re-
8 tained by the United States or
9 Yavapai Ranch; or

10 (II) any relocated routes that are
11 agreed to by the Secretary and
12 Yavapai Ranch.

13 (ii) REQUIREMENTS.—An easement
14 described in clause (i)—

15 (I) shall be unlimited, perpetual,
16 and nonexclusive in nature; and

17 (II) shall run with and benefit
18 the land of the grantee.

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

21 (I) any successors-in-interest, as-
22 signs, and transferees of Yavapai
23 Ranch; and

24 (II) in the case of the Secretary,
25 members of the general public, as de-

1 terminated to be appropriate by the
2 Secretary.

3 (5) TIMBER HARVESTING.—

4 (A) IN GENERAL.—Except as provided in
5 subparagraph (B), timber harvesting for com-
6 modity production shall be prohibited on the
7 non-Federal land.

8 (B) EXCEPTIONS.—Timber harvesting may
9 be conducted on the non-Federal land if the
10 Secretary determines that timber harvesting is
11 necessary—

12 (i) to prevent or control fires, insects,
13 and disease through forest thinning or
14 other forest management techniques;

15 (ii) to protect or enhance grassland
16 habitat, watershed values, native plants,
17 trees, and wildlife species; or

18 (iii) to improve forest health.

19 (6) WATER IMPROVEMENTS.—Nothing in this
20 Act prohibits the Secretary from authorizing or con-
21 structing new water improvements in accordance
22 with the laws (including regulations) applicable to
23 water improvements on National Forest System land
24 for—

1 (A) the benefit of domestic livestock or
2 wildlife management; or

3 (B) the improvement of forest health or
4 forest restoration.

5 (d) MAPS.—

6 (1) IN GENERAL.—The Secretary and Yavapai
7 Ranch may correct any minor errors in the maps of,
8 legal descriptions of, or encumbrances on the Fed-
9 eral land or non-Federal land.

10 (2) DISCREPANCY.—In the event of any dis-
11 crepancy between a map and legal description, the
12 map shall prevail unless the Secretary and Yavapai
13 Ranch agree otherwise.

14 (3) AVAILABILITY.—All maps referred to in this
15 Act shall be on file and available for inspection in
16 the Office of the Supervisor, Prescott National For-
17 est, Prescott, Arizona.

18 (e) EFFECT.—Nothing in this Act precludes, pro-
19 hibits, or otherwise restricts Yavapai Ranch from subse-
20 quently granting, conveying, or otherwise transferring title
21 to the Federal land after its acquisition of the Federal
22 land.

23 **SEC. 8. CONVEYANCE OF ADDITIONAL LAND.**

24 (a) IN GENERAL.—The Secretary shall convey to an
25 individual or entity that represents the majority of land-

1 owners with encroachments on the lot by quitclaim deed
2 the parcel of land described in subsection (b).

3 (b) DESCRIPTION OF LAND.—The parcel of land re-
4 ferred to in subsection (a) is lot 8 in section 11, T. 21
5 N., R. 7 E., Gila and Salt River Base and Meridian,
6 Coconino County, Arizona.

7 (c) AMOUNT OF CONSIDERATION.—In exchange for
8 the land described in subsection (b), the individual or enti-
9 ty acquiring the land shall pay to the Secretary consider-
10 ation in the amount of—

11 (1) \$2500; plus

12 (2) any costs of re-monumenting the boundary
13 of land.

14 (d) TIMING.—

15 (1) IN GENERAL.—Not later than 90 days after
16 the date on which the Secretary receives a power of
17 attorney executed by the individual or entity acquir-
18 ing the land, the Secretary shall convey to the indi-
19 vidual or entity the land described in subsection (b).

20 (2) LIMITATION.—If, by the date that is 270
21 days after the date of enactment of this Act, the
22 Secretary does not receive the power of attorney de-
23 scribed in paragraph (1)—

24 (A) the authority provided under this sub-
25 section shall terminate; and

1 (B) any conveyance of the land shall be
2 made under Public Law 97-465 (16 U.S.C.
3 521c et seq.).

4 **SEC. 9. COMPENSATION FOR PERSONS HOLDING GRAZING**
5 **PERMITS.**

6 Persons holding grazing permits for land transferred
7 into private ownership under this Act shall be compensa-
8 tion for any loss of grazing associated with the transfer.

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