

107TH CONGRESS
2D SESSION

H. R. 5513

To authorize and direct the exchange of certain land in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership.

IN THE HOUSE OF REPRESENTATIVES

OCTOBER 1, 2002

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

A BILL

To authorize and direct the exchange of certain land 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 “Yavapai Ranch Land
5 Exchange Refinement Act of 2002”.

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 land
11 or fractions of square mile sections;

12 (3) much of the private land within the checker-
13 board area (including the land located in or near the
14 Pine Creek watershed, Juniper Mesa Wilderness
15 Area, Haystack Peak, and the Luis Maria Baca
16 Float No. 5) is located in environmentally sensitive
17 areas that possess outstanding attributes and values
18 for public management, use, and enjoyment, includ-
19 ing opportunities for—

20 (A) outdoor recreation;

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

23 (C) important and largely unfragmented
24 habitat for antelope, deer, elk, mountain lion,
25 wild turkey, and other wildlife species;

1 (D) watershed protection and enhance-
2 ment;

3 (E) scientific research;

4 (F) rangeland;

5 (G) ecological and archaeological resources;

6 and

7 (H) scenic vistas;

8 (4) the checkerboard ownership pattern of land
9 within the Yavapai Ranch detracts from sound and
10 efficient management of the intermingled National
11 Forest System land;

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

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

24 (A) acquiring private land that meets the
25 criteria for inclusion in the National Forest

1 System in exchange for land with lower public,
2 environmental, and ecological values;

3 (B) consolidating a large area of National
4 Forest System land to preserve—

5 (i) permanent public access, use, and
6 enjoyment of the land; and

7 (ii) efficient management of the land;

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

11 (D) significantly reducing administrative
12 costs to the United States through—

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

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

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

23 (iv) other administrative cost savings;

24 (E) significantly protecting the watershed
25 and stream flow of the Verde River in Arizona

1 by reducing the land available for future devel-
2 opment within that watershed by approximately
3 25,000 acres; and

4 (F) conserving the waters of the Verde
5 River through the recording of declarations re-
6 stricting the use of water on Federal land lo-
7 cated near the communities of Camp Verde,
8 Cottonwood and Clarkdale to be exchanged by
9 the United States to Yavapai Ranch Limited
10 Partnership or the Northern Yavapai, L.L.C.;

11 (7) Yavapai Ranch Limited Partnership and
12 the Northern Yavapai, L.L.C. have selected parcels
13 of National Forest System land that are logical for
14 conveyance to Yavapai Ranch Limited Partnership
15 or the Northern Yavapai, L.L.C. through a land ex-
16 change because the parcels—

17 (A) are located in less environmentally sen-
18 sitive areas than the land to be acquired by the
19 United States;

20 (B) have significantly lower recreational,
21 wildlife, ecological, aesthetic, and other public
22 purpose values than the land to be acquired by
23 the United States; and

24 (C) are encumbered by special use permits
25 and rights-of-way for a variety of purposes (in-

cluding summer youth camps, municipal water treatment facilities, sewage treatment facilities, city parks, and airport-related facilities) that—

(i) limit the usefulness of the parcels for general National Forest System purposes; but

(ii) are logical for pass-through conveyances from Yavapai Ranch Limited Partnership and the Northern Yavapai, L.L.C. to the permit or right-of-way holders;

(8) because of residential and ranchette-style subdivisions and developments on land adjacent to the Yavapai Ranch, it is in the interest of the public—

(A) to authorize, direct, facilitate, and expedite the exchange of Federal land and non-Federal land; and

(B) to establish a large consolidated area of National Forest System land; and

(9) without a land exchange, Yavapai Ranch Limited Partnership and the Northern Yavapai, L.L.C. will be forced to initiate development of the non-Federal land.

1 (b) PURPOSE.—The purpose of this Act is to further
2 the public interest by authorizing, directing, facilitating,
3 and expediting the exchange of Federal land and non-Fed-
4 eral land between the United States, Yavapai Ranch Lim-
5 ited Partnership, and the Northern Yavapai, L.L.C.

6 **SEC. 3. DEFINITIONS.**

7 In this Act:

8 (1) CAMP VERDE DECLARATION.—The term
9 “Camp Verde Declaration” means the Declaration of
10 Covenants, Conditions, and Restrictions executed by
11 Yavapai Ranch Limited Partnership and the North-
12 ern Yavapai, L.L.C., on or about August 12, 2002,
13 and recorded in the official records of Yavapai Coun-
14 ty, Arizona, that is intended to run with the land
15 and imposes certain water use restrictions, water
16 source limitations, and water conservation measures
17 on the future development of the land described in
18 section 4(a)(2)(D).

19 (2) COTTONWOOD DECLARATION.—The term
20 “Cottonwood Declaration” means the Declaration of
21 Covenants, Conditions and Restrictions executed by
22 Yavapai Ranch Limited Partnership and the North-
23 ern Yavapai, L.L.C., on or about August 12, 2002,
24 and recorded in the official records of Yavapai Coun-
25 ty, Arizona, that is intended to run with the land

1 and imposes certain water use restrictions, water
2 source limitations, and water conservation measures
3 on the future development of the land described in
4 section 4(a)(2)(E).

5 (3) DECLARATIONS.—The term “Declarations”
6 collectively means the Camp Verde Declaration and
7 the Cottonwood Declaration, both of which Congress
8 is requiring to be recorded as encumbrances on the
9 Camp Verde Federal land described in section
10 4(a)(2)(D) and the Cottonwood/Clarkdale Federal
11 land described in section 4(a)(2)(E) in order to con-
12 serve water resources in the Verde River Valley, Ari-
13 zona.

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

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

20 (6) NON-FEDERAL LAND.—The term “non-Fed-
21 eral land” means the approximately 35,000 acres of
22 non-Federal land located within the boundaries of
23 Prescott National Forest and directed for exchange
24 to the United States, as generally depicted on the

1 map entitled “Yavapai Ranch Non-Federal Lands”,
2 dated April 2002.

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

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

10 (9) YRLP.—

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

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

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

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

22 **SEC. 4. LAND EXCHANGE.**

23 (a) CONVEYANCE OF FEDERAL LAND BY THE
24 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.—

13 (I) IN GENERAL.—Before YRLP
14 acquires the parcel described in para-
15 graph (2)(D), YRLP shall execute
16 and record the Camp Verde Declara-
17 tion.

18 (II) AMENDED DECLARATION.—

19 Following the acquisition of the parcel
20 described in paragraph (2)(D), YRLP
21 shall execute and record with the
22 Yavapai County Recorder an amended
23 declaration in which the legal descrip-
24 tion of the land referred to in the
25 Camp Verde Declaration is amended

1 to conform to the legal description in
2 paragraph (2)(D).

3 (ii) COTTONWOOD/CLARKDALE.—

4 (I) IN GENERAL.—Before YRLP
5 acquires the parcel described in para-
6 graph (2)(E), YRLP shall execute and
7 record the Cottonwood Declaration.

8 (II) AMENDED DECLARATION.—
9 Following the acquisition of the parcel
10 described in paragraph (2)(E), YRLP
11 shall execute and record with the
12 Yavapai County Recorder an amended
13 declaration in which the legal descrip-
14 tion of the land referred to in the Cot-
15 tonwood Declaration is amended to
16 conform to the legal description in
17 paragraph (2)(E).

18 (b) CONVEYANCE OF NON-FEDERAL LAND BY
19 YRLP.—

20 (1) IN GENERAL.—On receipt of title to the
21 Federal land, YRLP shall simultaneously convey to
22 the United States, by deed acceptable to Secretary
23 and subject to any encumbrances, all right, title, and
24 interest of YRLP in and to the non-Federal land.

25 (2) EASEMENTS.—

1 (A) IN GENERAL.—The conveyance of non-
2 Federal land to the United States under para-
3 graph (1) shall be subject to the reservation
4 of—

5 (i) perpetual and unrestricted ease-
6 ments and water rights that run with and
7 benefit the land retained by YRLP for—

8 (I) the operation, maintenance,
9 repair, improvement, development,
10 and replacement of not more than 3
11 existing wells;

12 (II) related storage tanks, valves,
13 pumps, and hardware; and

14 (III) pipelines to points of use;
15 and

16 (ii) easements for reasonable ingress
17 and egress to accomplish the purposes of
18 the easements described in clause (i).

19 (B) EXISTING WELLS.—

20 (i) IN GENERAL.—Each easement for
21 an existing well shall be—

22 (I) 40 acres in area; and

23 (II) to the maximum extent
24 practicable—

1 (aa) centered on the existing
2 well; and

3 (bb) located in the same
4 square mile section of land.

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

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

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

22 (D) LOCATION.—The locations of the ease-
23 ments and wells shall be the locations generally
24 depicted on a map entitled “YRLP Reserved

1 Easements for Water Lines and Wells”, dated
2 April 2002.

3 (c) LAND TRANSFER PROBLEMS.—

4 (1) FEDERAL LAND.—If all or part of any par-
5 cels of Federal land cannot be transferred to YRLP
6 because of hazardous materials, or if the proposed
7 title to a Federal land parcel or parcels or fraction
8 thereof is unacceptable to YRLP because of the ex-
9 istence of unpatented mining claims, or in the event
10 of the presence of threatened or endangered species
11 or cultural or historic resources which cannot be
12 mitigated, or other third party rights under the pub-
13 lic land laws, the parcel or parcels or parts thereof
14 shall be deleted from the exchange and the Secretary
15 and YRLP may mutually agree to exchange other
16 Federal land in lieu of the deleted parcel or part
17 thereof in accordance with section 5(c). If the parcel
18 or parcels are deleted from the exchange, the non-
19 Federal land shall be adjusted in accordance with
20 section 5(c) as necessary to achieve equal value.

21 (2) NON-FEDERAL LAND.—If 1 or more of the
22 parcels of non-Federal land or a portion of such a
23 parcel cannot be conveyed to the United States be-
24 cause of the presence of hazardous materials or be-

1 cause the proposed title to a parcel or a portion of
2 the parcel is unacceptable to the Secretary—

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

5 (B) the Federal land shall be adjusted in
6 accordance with section 5(c) to achieve approxi-
7 mate equal value.

8 (d) PASS-THROUGH CONVEYANCES.—

9 (1) IN GENERAL.—On or after the acquisition
10 of the Federal land, YRLP may subsequently pass
11 through or convey to the cities of Flagstaff, Wil-
12 liams, Camp Verde, Cottonwood, and the summer
13 camps the parcels of Federal land or portions of
14 parcels located in or near the cities or summer
15 camps.

16 (2) DELETION FROM EXCHANGE.—If YRLP
17 and the cities or summer camps referred to in para-
18 graph (1) have not agreed to the terms and condi-
19 tions of a pass-through or subsequent conveyance of
20 a parcel or portion of a parcel of Federal land before
21 the completion of the exchange, the Secretary, on
22 notice by YRLP, shall delete the parcel or any por-
23 tion of the parcel from the exchange, provided that
24 any portion so deleted shall be configured by the

1 Secretary to leave the United States with manage-
2 able post-exchange lands and boundaries.

3 (3) EASEMENTS.—In accordance with section
4 120(h) of the Comprehensive Environmental Re-
5 sponse, Compensation, and Liability Act of 1980 (42
6 U.S.C. 9620(h)), the United States shall reserve
7 easements in any land transferred to YRLP.

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

10 (a) EQUAL VALUE EXCHANGE.—The values of the
11 non-Federal and Federal land directed to be exchanged
12 under this Act—

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

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

17 (b) APPRAISALS.—

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

21 (A) the Uniform Appraisal Standards for
22 Federal Land Acquisitions, fifth edition (De-
23 cember 20, 2000); and

24 (B) the Uniform Standards of Professional
25 Appraisal Practice.

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

5 (A) acceptable to the Secretary and YRLP;
6 and

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

9 (3) REQUIREMENTS.—During the appraisal
10 process—

11 (A) the Secretary and YRLP shall have
12 equal access to the appraiser; and

13 (B) the Secretary and YRLP shall cooper-
14 ate with each other and the appraiser to pre-
15 pare appraisal instructions which shall require
16 the appraiser to—

17 (i) consider the effect on value of the
18 Federal land or non-Federal land because
19 of the existence of encumbrances on each
20 parcel, including—

21 (I) permitted uses on Federal
22 land that cannot be reasonably termi-
23 nated before the appraisal;

1 (II) facilities on Federal land
2 that cannot be reasonably removed be-
3 fore the appraisal; and

4 (III) the reduction in value at-
5 tributable to the conservation meas-
6 ures and restrictions on water use
7 under the Declarations; and

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

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

21 (A) section 206(d) of the Federal Land
22 Policy and Management Act of 1976 (43 U.S.C.
23 1716(d)); and

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

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

7 (A) shall not be reappraised or updated by
 8 the Secretary before the completion of the land
 9 exchange; and

10 (B) shall be considered to be the values of
 11 the Federal land and non-Federal land on the
 12 date of the transfer of title.

13 (6) AVAILABILITY.—A comprehensive summary
 14 of the appraisals approved by the Secretary shall be
 15 made available for public inspection in the Offices of
 16 the Supervisors for Prescott, Coconino, and Kaibab
 17 National Forests at the time the exchange is con-
 18 summated.

19 (c) EQUALIZATION OF VALUES.—

20 (1) SURPLUS OF NON-FEDERAL LAND.—

21 (A) IN GENERAL.—If, after any adjust-
 22 ments are made to the non-Federal land or
 23 Federal land under subsection (c) or (d) of sec-
 24 tion 4, the final appraised value of the non-Fed-
 25 eral land exceeds the final appraised value of

the Federal land, the Federal land and non-Federal land shall be adjusted in accordance with subparagraph (B) until the values are approximately equal.

(B) ADJUSTMENTS.—An adjustment referred to in subparagraph (A) shall be accomplished by beginning at the east boundary of section 30, T. 20 N., R. 6 W., Gila and Salt River Base and Meridian, Yavapai County, Arizona, and adding to the Federal land to be conveyed to YRLP in $\frac{1}{8}$ section increments (N–S 64th line) and lot lines across the section, while deleting from the conveyance to the United States non-Federal land in the same incremental portions of sections 19 and 31, T. 20 N., R. 6 W., Gila and Salt River Base and Meridian, Yavapai County, Arizona, to establish a linear and continuous boundary that runs north to south across the sections.

(2) SURPLUS OF FEDERAL LAND.—

(A) IN GENERAL.—If, after any adjustments are made to the non-Federal land or Federal land under subsection (c) or (d) of section 4, the final appraised value of the Federal land exceeds the final appraised value of the

1 non-Federal land, the Federal land and non-
2 Federal land shall be adjusted in accordance
3 with subparagraph (B) until the values are ap-
4 proximately equal.

5 (B) ADJUSTMENTS.—Adjustments under
6 subparagraph (A) shall be made in the fol-
7 lowing order:

8 (i) Beginning at the south boundary
9 of section 31, T. 20 N., R. 5 W., Gila and
10 Salt River Base and Meridian, Yavapai
11 County, Arizona, and sections 33 and 35,
12 T. 20 N., R. 6 W., Gila and Salt River
13 Base and Meridian, Yavapai County, by
14 adding to the non-Federal land to be con-
15 veyed to the United States in $\frac{1}{8}$ section
16 increments (E–W 64th line) while deleting
17 from the conveyance to YRLP Federal
18 land in the same incremental portions of
19 section 32, T. 20 N., R. 5 W., Gila and
20 Salt River Base and Meridian, Yavapai
21 County, Arizona, and sections 32, 34, and
22 36, in T. 20 N., R. 6 W., Gila and Salt
23 River Base and Meridian, Yavapai County,
24 Arizona, to establish a linear and contin-

uous boundary that runs east to west
across the sections.

(ii) By deleting the following parcels:

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

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

(aa) the $W\frac{1}{2}SW\frac{1}{4}$ portion
of section 26, T. 22 N., R. 2 E.,
Gila and Salt River Base and
Meridian, Coconino County, Ari-
zona, excluding any portion
northeast of the southwestern
right-of-way line of the Bur-
lington Northern and Santa Fe
Railway (Seligman Subdivision),

1 comprising approximately 30
2 acres;

3 (bb) the $NE^{1/4}NW^{1/4}$, the
4 $N^{1/2}SE^{1/4}NW^{1/4}$, the
5 $SE^{1/4}SE^{1/4}NW^{1/4}$, the $NE^{1/4}$, the
6 $SE^{1/4}SW^{1/4}$, and the $SE^{1/4}$ por-
7 tions of section 27, T. 22 N., R.
8 2 E., Gila and Salt River Base
9 and Meridian, Coconino County,
10 Arizona, excluding any portion
11 north of the southern right-of-
12 way of Interstate 40 and any
13 portion northeast of the south-
14 western right-of-way line of the
15 Burlington Northern and Santa
16 Fe Railway (Seligman Subdivi-
17 sion), any portion south of the
18 northern right-of-way of the Bur-
19 lington Northern and Santa Fe
20 Railway (Phoenix Subdivision),
21 and any portion within Exchange
22 Survey No. 677, comprising ap-
23 proximately 220 acres;

24 (cc) the $NE^{1/4}NE^{1/4}$ portion
25 of section 34, T. 22 N., R. 2 E.,

1 Gila and Salt River Base and
2 Meridian, Coconino County, Ari-
3 zona, excluding any portion
4 southwest of the northeastern
5 right-of-way line of the Bur-
6 lington Northern and Santa Fe
7 Railway (Phoenix Subdivision),
8 comprising approximately 2
9 acres; and

10 (dd) the N¹/₂ portion of sec-
11 tion 35, T. 22 N., R. 2 E., Gila
12 and Salt River Base and Merid-
13 ian, Coconino County, Arizona,
14 excluding any portion north of
15 the southern right-of-way line of
16 the Burlington Northern and
17 Santa Fe Railway (Seligman
18 Subdivision) and any portion
19 south of the northern right-of-
20 way of the Burlington Northern
21 and Santa Fe Railway (Phoenix
22 Subdivision), comprising approxi-
23 mately 60 acres.

24 (III) Buckskinner Park, com-
25 prising approximately 50 acres, lo-

1 cated in Kaibab National Forest, and
 2 more particularly described as the
 3 $SW^{1/4}SW^{1/4}$, and the
 4 $S^{1/2}S^{1/2}NW^{1/4}SW^{1/4}$ portions of sec-
 5 tion 33, T. 22 N., R. 2 E., Gila and
 6 Salt River Base and Meridian,
 7 Coconino County, Arizona.

8 (IV) The Cottonwood/Clarkdale
 9 parcel, comprising approximately 820
 10 acres, located in Prescott National
 11 Forest, and more particularly de-
 12 scribed as—

13 (aa) lots 3, 4, 6, portions of
 14 lots 7, 8, and 9, and the
 15 $W^{1/2}NW^{1/4}$ and the $SW^{1/4}SE^{1/4}$
 16 portions of section 5, T. 15 N.,
 17 R. 3 E., Gila and Salt River
 18 Base and Meridian, Yavapai
 19 County, Arizona; and

20 (bb) the $S^{1/2}S^{1/2}N^{1/2}NW^{1/4}$,
 21 the $E^{1/2}E^{1/2}NE^{1/4}NE^{1/4}NW^{1/4}$,
 22 the $E^{1/2}NE^{1/4}SE^{1/4}NE^{1/4}NW^{1/4}$,
 23 the $NW^{1/4}NE^{1/4}$, the $S^{1/2}NE^{1/4}$,
 24 the $S^{1/2}NW^{1/4}$, and the $S^{1/2}$ por-
 25 tions of section 8, T. 15 N., R. 3

1 E., Gila and Salt River Base and
2 Meridian, Yavapai County, Ari-
3 zona.

4 (V) A portion of the Camp Verde
5 parcel, comprising approximately 511
6 acres, located in Prescott National
7 Forest, consisting of the land south of
8 the southeastern boundary of the I-17
9 right-of-way, and more particularly
10 described as the SE¹/₄ portion of sec-
11 tion 26, the E¹/₂ and the E¹/₂W¹/₂
12 portions of section 35, and lots 5
13 through 7 of section 36, T. 14 N., R.
14 4 E., Gila and Salt River Base and
15 Meridian, Yavapai County, Arizona.

16 (VI) The Wetzel school parcel,
17 comprising approximately 10.89 acres,
18 located in Coconino National Forest,
19 and more particularly described as lot
20 9 of section 11, T. 21 N., R. 7 E.,
21 Gila and Salt River Base and Merid-
22 ian, Coconino County, Arizona.

23 (VII) The Mt. Eldon parcel, com-
24 prising approximately 17.21 acres, lo-
25 cated in Coconino National Forest,

1 and more particularly described as lot
2 7 of section 7, T. 21 N., R. 8 E., Gila
3 and Salt River Base and Meridian,
4 Coconino County, Arizona.

5 (VIII) A portion of the Camp
6 Verde parcel, comprising approxi-
7 mately 316 acres, located in Prescott
8 National Forest, and more particu-
9 larly described as the NENE¹/₄ and
10 lots 1, 5, and 6 of section 26, and the
11 N¹/₂N¹/₂ of section 27, T. 14 N., R. 4
12 E., Gila and Salt River Base and Me-
13 ridian, Yavapai County, Arizona.

14 (IX) A portion of the Camp
15 Verde parcel, comprising approxi-
16 mately 314 acres, located in Prescott
17 National Forest, and more particu-
18 larly described as the SENE¹/₄ and
19 lots 2, 7, 8, and 9 of section 26, and
20 the S¹/₂N¹/₂ of section 27, T. 14 N.,
21 R. 4 E., Gila and Salt River Base and
22 Meridian, Yavapai County, Arizona.

23 (C) MODIFICATIONS.—The descriptions of
24 land and acreage provided in subclauses (III),
25 (IV), and (V) of subparagraph (B)(ii) may be

1 modified to conform with a survey approved by
2 the Bureau of Land Management.

3 (3) ADDITIONAL EQUALIZATION OF VALUES.—

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

10 (d) CASH EQUALIZATION.—

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

16 (A) through cash equalization payments
17 under section 206(b) of the Federal Land Pol-
18 icy and Management Act of 1976 (43 U.S.C.
19 1716(b)); or

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

22 (2) LIMITATION.—

23 (A) IN GENERAL.—YRLP shall not be re-
24 quired to make any cash equalization payment

1 to the Secretary in an amount that exceeds
2 \$50,000.

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

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

18 **SEC. 6. MISCELLANEOUS PROVISIONS.**

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

23 (b) WITHDRAWAL OF FEDERAL LAND.—The Federal
24 land is withdrawn from all forms of entry and appropria-
25 tion under the public land laws, including the mining and

1 mineral leasing laws and the Geothermal Steam Act of
2 1970 (30 U.S.C. 1001 et seq.), until the date on which
3 the exchange of Federal land and non-Federal land is com-
4 pleted.

5 (c) SURVEYS, INVENTORIES, AND CLEARANCES.—
6 Before completing the exchange of Federal land and non-
7 Federal land directed by this Act, the Secretary shall carry
8 out land surveys and preexchange inventories, clearances,
9 reviews, and approvals relating to hazardous materials,
10 threatened and endangered species, cultural and historic
11 resources, and wetlands and floodplains.

12 (d) COSTS OF IMPLEMENTING THE EXCHANGE.—

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

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

19 (A) 100 percent of the costs of—

20 (i) conducting the appraisals of the
21 Federal land and non-Federal land;

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

1 (iii) title insurance; and

2 (B) 50 percent of the costs of—

3 (i) conducting cultural and historic re-
4 source surveys;

5 (ii) conducting surveys of hazardous
6 materials;

7 (iii) escrow; and

8 (iv) publication of notice of the pro-
9 posed exchange.

10 (3) LIMITATIONS.—

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

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

19 (4) REIMBURSEMENT.—No amount paid by
20 YRLP under this subsection shall be eligible for re-
21 imbursement under section 206(f) of the Federal
22 Land Policy and Management Act of 1976 (43
23 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 1 year after the
2 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 referred to in subsection (e), or if the costs
7 described in subsection (d)(2) exceed the limitation
8 described in subsection (d)(3), the Secretary shall
9 reimburse YRLP for the costs of 1 or more inde-
10 pendent third party contractors, subject to the ap-
11 proval of the Secretary and YRLP, to carry out any
12 activities necessary to complete the exchange by that
13 date.

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

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

8 (b) MANAGEMENT PLAN.—

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

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

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

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

1 regulations generally applicable to the National For-
2 est System.

3 (2) PROTECTION OF NATURAL RESOURCES.—

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

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

10 (B) suitability for livestock grazing; and

11 (C) aesthetic values.

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

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

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

21 (4) ROADS.—

22 (A) IMPROVEMENT AND MAINTENANCE.—

23 The Secretary shall maintain or improve a sys-
24 tem of roads and trails on the land to provide
25 opportunities for hunting, motorized and non-

1 motorized recreation, and other uses of the land
2 by the public.

3 (B) PUBLIC ACCESS ROAD.—

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

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

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

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

20 (C) EASEMENTS.—

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

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

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

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

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

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

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

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

1 (5) TIMBER HARVESTING.—

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

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

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

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

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

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

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

25 (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 Act 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 Act 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.).

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