

108TH CONGRESS  
1ST SESSION

# S. 849

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

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## IN THE SENATE OF THE UNITED STATES

APRIL 9, 2003

Mr. MCCAIN (for himself and Mr. KYL) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

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## 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

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

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

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

20 (A) outdoor recreation;

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

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

1 (D) scientific research;

2 (E) rangeland;

3 (F) cultural and archaeological resources;

4 and

5 (G) scenic vistas;

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

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

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

22 (A) acquiring private land that meets the  
23 criteria for inclusion in the National Forest  
24 System in exchange for land with lower public,  
25 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, aesthetic, and other public  
3 purpose values than the land to be acquired by  
4 the 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; and

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.

8 (b) PURPOSE.—The purpose of this Act is to author-  
9 ize, direct, and facilitate the exchange of Federal land and  
10 non-Federal land between the United States, Yavapai  
11 Ranch Limited Partnership, and the Northern Yavapai,  
12 L.L.C.

13 **SEC. 3. DEFINITIONS.**

14 In this Act:

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

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

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

24 (4) NON-FEDERAL LAND.—The term “non-Fed-  
25 eral land” means the approximately 35,000 acres of

1 non-Federal land located within the boundaries of  
2 Prescott National Forest, as generally depicted on  
3 the map entitled “Yavapai Ranch Non-Federal  
4 Lands”, dated April 2002.

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

7 (6) YAVAPAI RANCH.—The term “Yavapai  
8 Ranch” means—

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

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

13 **SEC. 4. LAND EXCHANGE.**

14 (a) CONVEYANCE OF FEDERAL LAND BY THE  
15 UNITED STATES.—

16 (1) IN GENERAL.—On receipt of an offer from  
17 Yavapai Ranch to convey the non-Federal land, the  
18 Secretary shall convey to Yavapai Ranch by deed ac-  
19 ceptable to Yavapai Ranch, subject to easements,  
20 rights-of-way, utility lines, and any other valid en-  
21 cumbrances on the Federal land in existence on the  
22 date of enactment of this Act and any other reserva-  
23 tions that may be agreed to by the Secretary and  
24 Yavapai Ranch, all right, title, and interest of the

1 United States in and to the Federal land described  
2 in paragraph (2).

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

6 (A) Certain land comprising approximately  
7 15,300 acres located in Yavapai County, Ari-  
8 zona, as generally depicted on the map entitled  
9 “Yavapai Ranch-Ranch Area Federal Lands”,  
10 dated April 2002.

11 (B) Certain land in the Coconino National  
12 Forest, Coconino County Arizona—

13 (i) comprising approximately 1,500  
14 acres located in Coconino National Forest,  
15 Coconino County, Arizona, as generally de-  
16 picted on the map entitled “Flagstaff Fed-  
17 eral Lands-Airport Parcel”, dated April  
18 2002; and

19 (ii) comprising approximately 28.26  
20 acres in 2 separate parcels, as generally  
21 depicted on the map entitled “Flagstaff  
22 Federal Lands—Wetzel School and Mt.  
23 Elden Parcels”, dated September 2002.

24 (C) Certain land referred to as Williams  
25 Airport, Williams golf course, Williams Sewer,



1           Buckskinner Park, Williams Railroad, and Well  
2           parcels numbers 2, 3, and 4, comprising ap-  
3           proximately 950 acres, located in Kaibab Na-  
4           tional Forest, Coconino County, Arizona, as  
5           generally depicted on the map entitled “Wil-  
6           liams Federal Lands”, dated April 2002.

7           (D) Certain land comprising approximately  
8           2,200 acres located in Prescott National Forest,  
9           Yavapai County, Arizona, as generally depicted  
10          on the map entitled “Camp Verde Federal  
11          Land—General Crook Parcel”, dated April  
12          2002.

13          (E) Certain land comprising approximately  
14          820 acres located in Prescott National Forest  
15          in Yavapai County, Arizona, as generally de-  
16          picted on the map entitled “Cottonwood/  
17          Clarkdale Federal Lands”, dated April 2002.

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

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

1 ly Pines, Patterdale Pines, Camp Pearlstein,  
2 Pine Summit, and Sky Y, as generally depicted  
3 on the map entitled “Prescott Federal Lands—  
4 Summer Youth Camp Parcels”, dated April  
5 2002.

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

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

11 (ii) are for the purposes of—

12 (I) operating, maintaining, re-  
13 pairing, improving, and replacing elec-  
14 tric power lines or water pipelines (in-  
15 cluding related storage tanks, valves,  
16 pumps, and hardware); and

17 (II) providing rights of reason-  
18 able ingress and egress necessary for  
19 the activities described in subclause  
20 (I);

21 (iii) are 20 feet in width; and

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

1 (3) CONDITIONS.—

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

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

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

12 (B) ESTABLISHMENT OF CONSERVATION  
13 EASEMENTS ON CERTAIN PARCELS.—

14 (i) IN GENERAL.—To conserve water  
15 in the Verde Valley, Arizona, and to mini-  
16 mize the adverse impacts from future de-  
17 velopment of the parcels described in sub-  
18 paragraphs (D) and (E) of paragraph (2)  
19 on current and future users of water and  
20 holders of water rights in existence on the  
21 date of enactment of this Act and the  
22 Verde River and National Forest System  
23 land retained by the United States, the  
24 United States shall limit in perpetuity the

1 use of water on the parcels by establishing  
2 conservation easements that—

3 (I) prohibit golf course develop-  
4 ment on the parcels;

5 (II) require that public parks and  
6 greenbelts on the parcels be watered  
7 with treated effluent;

8 (III)(aa) with respect to the par-  
9 cel described in paragraph (2)(D),  
10 limit total post-exchange water use to  
11 not more than 700 acre-feet of water  
12 per year; and

13 (bb) with respect to the parcel  
14 described in paragraph (2)(E), limit  
15 total post-exchange water use to not  
16 more than 150 acre-feet of water per  
17 year; and

18 (IV) except for water supplied to  
19 the parcels described in subpara-  
20 graphs (D) and (E) of paragraph (2)  
21 by municipal water service providers  
22 or private water companies, require  
23 that any water used for the parcels  
24 not be withdrawn from wells per-

1                   forated in the saturated Holocene al-  
2                   luvium of the Verde River.

3                   (ii) RECORDATION.—The conservation  
4                   easements described in clause (i) shall be  
5                   recorded in the title to parcels described in  
6                   subparagraphs (D) and (E) of paragraph  
7                   (2) that are conveyed by the Secretary to  
8                   Yavapai Ranch.

9                   (iii) SUBSEQUENT CONVEYANCE.—

10                   (I) IN GENERAL.—On acquisition  
11                   of title to the parcels described in sub-  
12                   paragraphs (D) and (E) of paragraph  
13                   (2), Yavapai Ranch may convey all or  
14                   a portion of the parcels to 1 or more  
15                   successors-in-interest.

16                   (II) WATER USE APPORTION-  
17                   MENT.—A conveyance under sub-  
18                   clause (I) shall, in accordance with  
19                   the terms described in clause (i), in-  
20                   clude a recorded and binding agree-  
21                   ment on the amount of water avail-  
22                   able for use on the parcel or portion  
23                   of the parcel conveyed, as determined  
24                   by the Yavapai Ranch.

1 (iv) ENFORCEMENT.—The Secretary  
2 shall enter into a memorandum of under-  
3 standing with the State of Arizona or a po-  
4 litical subdivision of the State of Arizona  
5 authorizing the State or political subdivi-  
6 sion to enforce the terms described in  
7 clause (i) in any manner provided by law.

8 (v) LIABILITY.—

9 (I) IN GENERAL.—Any action for  
10 a breach of the terms of the conserva-  
11 tion easements described in clause (i)  
12 shall be against the owner or owners  
13 of the parcel or portion of the parcel,  
14 at the time of the breach, whose ac-  
15 tion or failure to act has resulted in  
16 the breach.

17 (II) HOLD HARMLESS.—To the  
18 extent that the United States or a  
19 successor-in-interest to the United  
20 States no longer holds title to the par-  
21 cels or any portion of the parcels de-  
22 scribed in subparagraph (D) or (E) of  
23 paragraph (2), the United States or  
24 the successor-in-interest shall be held  
25 harmless from damages or injuries at-

1                   tributable to any breach of the terms  
2                   of the conservation easements de-  
3                   scribed in clause (i) by a subsequent  
4                   successor-in-interest.

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

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

13          (2) EASEMENTS.—

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

18           (i) perpetual and unrestricted ease-  
19          ments and water rights that run with and  
20          benefit the land retained by Yavapai  
21          Ranch for—

22           (I) the operation, maintenance,  
23          repair, improvement, development,  
24          and replacement of not more than 3

1 wells in existence on the date of enact-  
2 ment of this Act;

3 (II) related storage tanks, valves,  
4 pumps, and hardware; and

5 (III) pipelines to points of use;  
6 and

7 (ii) easements for reasonable ingress  
8 and egress to accomplish the purposes of  
9 the easements described in clause (i).

10 (B) EXISTING WELLS.—

11 (i) IN GENERAL.—Each easement for  
12 an existing well shall be—

13 (I) 40 acres in area; and

14 (II) to the maximum extent prac-  
15 ticable—

16 (aa) centered on the existing  
17 well; and

18 (bb) located in the same  
19 square mile section of land.

20 (ii) LIMITATION.—Within a 40-acre  
21 easement described in clause (i), the  
22 United States and any permittees or licens-  
23 ees of the United States shall be prohibited  
24 from undertaking any activity that inter-  
25 feres with the use of the wells by Yavapai



1 Ranch, without the written consent of  
2 Yavapai Ranch.

3 (iii) RESERVATION OF WATER FOR  
4 THE UNITED STATES.—The United States  
5 shall be entitled to  $\frac{1}{2}$  the production of  
6 each existing well, not to exceed a total of  
7 3,100,000 gallons of water annually, for  
8 watering wildlife and stock and for other  
9 National Forest System purposes from the  
10 3 wells.

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

14 (D) LOCATION.—The locations of the ease-  
15 ments and wells shall be the locations generally  
16 depicted on a map entitled “YRLP Reserved  
17 Easements for Water Lines and Wells”, dated  
18 April 2002.

19 (c) LAND TRANSFER PROBLEMS.—

20 (1) FEDERAL LAND.—If a parcel of Federal  
21 land (or a portion of the parcel) cannot be conveyed  
22 to Yavapai Ranch because of the presence of haz-  
23 ardous materials or if the proposed title to a parcel  
24 of Federal land (or a portion of the parcel) is unac-  
25 ceptable to Yavapai Ranch because of the presence

1 of threatened or endangered species, cultural or his-  
2 toric resources, unpatented mining claims, or other  
3 third party rights under public land laws—

4 (A) the parcel of Federal land or portion  
5 of the parcel shall be excluded from the ex-  
6 change; and

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

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

15 (A) the parcel of non-Federal land or por-  
16 tion of the parcel shall be excluded from the ex-  
17 change; and

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

20 (d) CONVEYANCE OF FEDERAL LAND TO CITIES AND  
21 CAMPS.—

22 (1) IN GENERAL.—Upon acquisition of the Fed-  
23 eral land, Yavapai Ranch shall convey to the cities  
24 of Flagstaff, Williams, and Camp Verde and the  
25 camps the parcels of Federal land or portions of

1 parcels located in or near the cities or camps under  
2 any terms agreed to by Yavapai Ranch, the cities,  
3 and camps before the date on which the exchange is  
4 completed.

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

17 (3) EASEMENTS.—In accordance with section  
18 120(h) of the Comprehensive Environmental Re-  
19 sponse, Compensation, and Liability Act of 1980 (42  
20 U.S.C. 9620(h)), the United States shall reserve  
21 easements in any land transferred to Yavapai  
22 Ranch.

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

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

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

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

10 (b) **APPRAISALS.**—

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

14 (A) the Uniform Appraisal Standards for  
15 Federal Land Acquisitions, fifth edition (De-  
16 cember 20, 2000); and

17 (B) the Uniform Standards of Professional  
18 Appraisal Practice.

19 (2) **APPROVAL.**—In accordance with part  
20 254.9(a)(1) of title 36, Code of Federal Regulations  
21 (or any successor regulation), the appraiser shall  
22 be—

23 (A) acceptable to the Secretary and  
24 Yavapai Ranch; and

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

1           (3) REQUIREMENTS.—During the appraisal  
2 process the appraiser shall—

3           (A) consider the effect on value of the Fed-  
4 eral land or non-Federal land because of the ex-  
5 istence of encumbrances on each parcel, includ-  
6 ing—

7           (i) permitted uses on Federal land  
8 that cannot be reasonably terminated be-  
9 fore the appraisal; and

10           (ii) facilities on Federal land that can-  
11 not be reasonably removed before the ap-  
12 praisal; and

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

22           (4) DISPUTE RESOLUTION.—A dispute relating  
23 to the appraised values of the Federal land or non-  
24 Federal land following completion of the appraisal  
25 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.—In accordance with the pol-  
19 icy of the Forest Service, and to ensure the timely  
20 and full disclosure of the appraisals to the public,  
21 the appraisals approved by the Secretary shall be  
22 made available for public inspection in the Offices of  
23 the Supervisors for Prescott, Coconino, and Kaibab  
24 National Forests.

25 (c) EQUALIZATION OF VALUES.—

## 1 (1) SURPLUS OF NON-FEDERAL LAND.—

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

11 (B) ADJUSTMENTS.—An adjustment re-  
12 ferred to in subparagraph (A) shall be accom-  
13 plished by beginning at the east boundary of  
14 section 30, T. 20 N., R. 6 W., Gila and Salt  
15 River Base and Meridian, Yavapai County, Ari-  
16 zona, and adding to the Federal land in  $\frac{1}{8}$  sec-  
17 tion increments (N–S 64th line) and lot lines  
18 across the section, while deleting in the same  
19 increments portions of sections 19 and 31, T.  
20 20 N., R. 6 W., Gila and Salt River Base and  
21 Meridian, Yavapai County, Arizona, to establish  
22 a linear and continuous boundary that runs  
23 north to south across the sections.

## 24 (2) SURPLUS OF FEDERAL LAND.—

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

10 (B) ADJUSTMENTS.—Adjustments under  
11 subparagraph (A) shall be made in the fol-  
12 lowing order:

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



1 Yavapai County, Arizona, and sections 32,  
2 34, and 36, in T. 20 N., R. 6 W., Gila and  
3 Salt River Base and Meridian, Yavapai  
4 County, Arizona, to establish a linear and  
5 continuous boundary that runs east to  
6 west across the sections.

7 (ii) By deleting the following:

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

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

20 (aa) the  $W^{1/2}SW^{1/4}$  portion of  
21 section 26, T. 22 N., R. 2 E.,  
22 Gila and Salt River Base and  
23 Meridian, Coconino County, Ari-  
24 zona, excluding any portion  
25 northeast of the southwestern

1 right-of-way line of the Bur-  
2 ington Northern and Santa Fe  
3 Railway (Seligman Subdivision),  
4 comprising approximately 30  
5 acres;

6 (bb) the  $NE^{1/4}NW^{1/4}$ , the  
7  $N^{1/2}SE^{1/4}NW^{1/4}$ , the  
8  $SE^{1/4}SE^{1/4}NW^{1/4}$ , the  $NE^{1/4}$ , the  
9  $SE^{1/4}SW^{1/4}$ , and the  $SE^{1/4}$  por-  
10 tions of section 27, T. 22 N., R.  
11 2 E., Gila and Salt River Base  
12 and Meridian, Coconino County,  
13 Arizona, excluding any portion  
14 north of the southern right-of-  
15 way of Interstate 40 and any  
16 portion northeast of the south-  
17 western right-of-way line of the  
18 Burlington Northern and Santa  
19 Fe Railway (Seligman Subdivi-  
20 sion), any portion south of the  
21 northern right-of-way of the Bur-  
22 ington Northern and Santa Fe  
23 Railway (Phoenix Subdivision),  
24 and any portion within Exchange

1 Survey No. 677, comprising ap-  
2 proximately 220 acres;

3 (cc) the NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> portion of  
4 section 34, T. 22 N., R. 2 E.,  
5 Gila and Salt River Base and  
6 Meridian, Coconino County, Ari-  
7 zona, excluding any portion  
8 southwest of the northeastern  
9 right-of-way line of the Bur-  
10 lington Northern and Santa Fe  
11 Railway (Phoenix Subdivision),  
12 comprising approximately 2  
13 acres; and

14 (dd) the N<sup>1</sup>/<sub>2</sub> portion of section  
15 35, T. 22 N., R. 2 E., Gila and  
16 Salt River Base and Meridian,  
17 Coconino County, Arizona, ex-  
18 cluding any portion north of the  
19 southern right-of-way line of the  
20 Burlington Northern and Santa  
21 Fe Railway (Seligman Subdivi-  
22 sion) and any portion south of  
23 the northern right-of-way of the  
24 Burlington Northern and Santa  
25 Fe Railway (Phoenix Subdivi-

1                   sion), comprising approximately  
2                   60 acres.

3                   (III) Buckskinner Park, com-  
4                   prising approximately 50 acres, lo-  
5                   cated in Kaibab National Forest, and  
6                   more particularly described as the  
7                   SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>,           and           the  
8                   S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> portions of sec-  
9                   tion 33, T. 22 N., R. 2 E., Gila and  
10                  Salt River Base and Meridian,  
11                  Coconino County, Arizona.

12                  (IV) The Cottonwood/Clarkdale  
13                  parcel, comprising approximately 820  
14                  acres, located in Prescott National  
15                  Forest, and more particularly de-  
16                  scribed as—

17                   (aa) lots 3, 4, 6, portions of  
18                   lots 7, 8, and 9, and the  
19                   W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub> and the SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>  
20                   portions of section 5, T. 15 N.,  
21                   R. 3 E., Gila and Salt River  
22                   Base and Meridian, Yavapai  
23                   County, Arizona; and

24                   (bb) the S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, the  
25                   E<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>,    the

1 E<sup>1/2</sup>NE<sup>1/4</sup>SE<sup>1/4</sup>NE<sup>1/4</sup>NW<sup>1/4</sup>, the  
2 NW<sup>1/4</sup>NE<sup>1/4</sup>, the S<sup>1/2</sup>NE<sup>1/4</sup>, the  
3 S<sup>1/2</sup>NW<sup>1/4</sup>, and the S<sup>1/2</sup> portions  
4 of section 8, T. 15 N., R. 3 E.,  
5 Gila and Salt River Base and  
6 Meridian, Yavapai County, Ari-  
7 zona.

8 (V) A portion of the Camp Verde  
9 parcel, comprising approximately 511  
10 acres, located in Prescott National  
11 Forest, consisting of the land south of  
12 the southeastern boundary of the I-17  
13 right-of-way, and more particularly  
14 described as the SE<sup>1/4</sup> portion of sec-  
15 tion 26, the E<sup>1/2</sup> and the E<sup>1/2</sup>W<sup>1/2</sup>  
16 portions of section 35, and lots 5  
17 through 7 of section 36, T. 14 N., R.  
18 4 E., Gila and Salt River Base and  
19 Meridian, Yavapai County, Arizona.

20 (VI) The Wetzel school parcel,  
21 comprising approximately 10.89 acres,  
22 located in Coconino National Forest,  
23 and more particularly described as lot  
24 9 of section 11, T. 21 N., R. 7 E.,

1 Gila and Salt River Base and Merid-  
2 ian, Coconino County, Arizona.

3 (VII) The Mt. Eldon parcel, com-  
4 prising approximately 17.21 acres, lo-  
5 cated in Coconino National Forest,  
6 and more particularly described as lot  
7 7 of section 7, T. 21 N., R. 8 E., Gila  
8 and Salt River Base and Meridian,  
9 Coconino County, Arizona.

10 (VIII) A portion of the Camp  
11 Verde parcel, comprising approxi-  
12 mately 316 acres, located in Prescott  
13 National Forest, and more particu-  
14 larly described as lots 1, 5, and 6 of  
15 section 26, the NENE  $\frac{1}{4}$  portion of  
16 section 26, and the N $\frac{1}{2}$ N $\frac{1}{2}$  portion  
17 of section 27, T. 14 N., R. 4 E., Gila  
18 and Salt River Base and Meridian,  
19 Yavapai County, Arizona.

20 (IX) A portion of the Camp  
21 Verde parcel, comprising approxi-  
22 mately 314 acres, located in Prescott  
23 National Forest, and more particu-  
24 larly described as lots 2, 7, 8, and 9  
25 of section 26, the SE $\frac{1}{4}$ NE $\frac{1}{4}$  portion

1 of section 26, and the S<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub> of sec-  
2 tion 27, T. 14 N., R. 4 E., Gila and  
3 Salt River Base and Meridian,  
4 Yavapai County, Arizona.

5 (C) MODIFICATIONS.—The descriptions of  
6 land and acreage provided in subclauses (I),  
7 (VII), and (VIII) of subparagraph (B)(ii) may  
8 be modified to conform with a survey approved  
9 by the Bureau of Land Management.

10 (3) ADDITIONAL EQUALIZATION OF VALUES.—  
11 If, after the values are adjusted in accordance with  
12 paragraph (1) or (2), the values of the Federal land  
13 and non-Federal land are not equal, then the Sec-  
14 retary and Yavapai Ranch may by agreement adjust  
15 the acreage of the Federal land and non-Federal  
16 land until the values of that land are equal.

17 (d) CASH EQUALIZATION.—

18 (1) IN GENERAL.—After the values of the non-  
19 Federal and Federal land are equalized to the max-  
20 imum extent practicable under subsection (c), any  
21 balance due the Secretary or Yavapai Ranch shall be  
22 paid—

23 (A) through cash equalization payments  
24 under section 206(b) of the Federal Land Pol-

1           icy and Management Act of 1976 (43 U.S.C.  
2           1716(b)); or

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

5           (2) LIMITATION.—

6                   (A) ADJUSTMENTS.—If the value of the  
7           Federal land exceeds the value of the non-Fed-  
8           eral land by more than \$50,000, the Secretary  
9           and Yavapai Ranch shall, by agreement, delete  
10          additional Federal land from the exchange until  
11          the values of the Federal land and non-Federal  
12          land are equal.

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

15                           (i) shall be deposited in a fund estab-  
16                           lished under Public Law 90–171 (16  
17                           U.S.C. 484a) (commonly known as the  
18                           “Sisk Act”); and

19                           (ii) shall be available, without further  
20                           appropriation, for the acquisition of land  
21                           or interests in land for National Forest  
22                           System purposes in the State of Arizona.

23   **SEC. 6. MISCELLANEOUS PROVISIONS.**

24           (a) REVOCATION OF ORDERS.—Any public orders  
25          withdrawing any of the Federal land from appropriation



1 or disposal under the public land laws are revoked to the  
2 extent necessary to permit disposal of the Federal land.

3 (b) WITHDRAWAL OF FEDERAL LAND.—The Federal  
4 land is withdrawn from all forms of entry and appropria-  
5 tion under the public land laws, including the mining and  
6 mineral leasing laws and the Geothermal Steam Act of  
7 1970 (30 U.S.C. 1001 et seq.), until the date on which  
8 the exchange of Federal land and non-Federal land is com-  
9 pleted.

10 (c) SURVEYS, INVENTORIES, AND CLEARANCES.—  
11 Before completing the exchange of Federal land and non-  
12 Federal land under this Act, the Secretary shall carry out  
13 land surveys and preexchange inventories, clearances, re-  
14 views, and approvals relating to hazardous materials,  
15 threatened and endangered species, cultural and historic  
16 resources, and wetlands and floodplains.

17 (d) COSTS OF IMPLEMENTING THE EXCHANGE.—

18 (1) IN GENERAL.—Except as provided in para-  
19 graph (2), the costs of implementing the exchange of  
20 Federal land and non-Federal land shall be shared  
21 equally by the Secretary and Yavapai Ranch.

22 (2) EXCEPTION.—If the costs of implementing  
23 the exchange of Federal land and non-Federal land  
24 exceed \$1,200,000, the Secretary and Yavapai

1 Ranch shall renegotiate the cost-sharing requirement  
2 under paragraph (1).

3 (3) CREDITS.—Any costs incurred by Yavapai  
4 Ranch for cultural or historic resource surveys be-  
5 fore the date of enactment of this Act or for inde-  
6 pendent third party contractors under subsection (f)  
7 shall be credited against the amount required to be  
8 paid by Yavapai Ranch under paragraph (1) or (2).

9 (4) INELIGIBLE REIMBURSEMENTS.—No  
10 amount paid by Yavapai Ranch under this sub-  
11 section shall be eligible for reimbursement under sec-  
12 tion 206(f) of the Federal Land Policy and Manage-  
13 ment Act of 1976 (43 U.S.C. 1716(f)).

14 (e) TIMING.—It is the intent of Congress that the  
15 exchange of Federal land and non-Federal land directed  
16 by this Act be completed not later than 18 months after  
17 the date of enactment of this Act.

18 (f) CONTRACTORS.—If the Secretary lacks adequate  
19 staff or resources to complete the exchange by the date  
20 specified in subsection (e), the Secretary or Yavapai  
21 Ranch shall contract with independent third party con-  
22 tractors, subject to the mutual agreement of the Secretary  
23 and Yavapai Ranch, to carry out any activities necessary  
24 to complete the exchange by that date.

1 **SEC. 7. STATUS AND MANAGEMENT OF LAND AFTER EX-**  
2 **CHANGE.**

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

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

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

9 (A) this Act;

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

12 (C) other authorized uses of the National  
13 Forest System.

14 (b) MANAGEMENT PLAN.—

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

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

23 (c) POST-EXCHANGE MANAGEMENT OF CERTAIN  
24 LAND.—

25 (1) IN GENERAL.—On acquisition by the United  
26 States, the non-Federal land acquired by the United

1 States and any adjoining National Forest System  
2 land shall be managed in accordance with—

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

4 (B) the laws (including regulations) gen-  
5 erally applicable to National Forest System  
6 land.

7 (2) PROTECTION OF NATURAL RESOURCES.—

8 The non-Federal land shall be managed in a manner  
9 that maintains the species, character, and natural  
10 values of the land, including—

11 (A) deer, pronghorn antelope, wild turkey,  
12 mountain lion, and other resident wildlife and  
13 native plant species;

14 (B) suitability for livestock grazing; and

15 (C) aesthetic values.

16 (3) GRAZING.—Each area located in the  
17 Yavapai Ranch grazing allotment as of the date of  
18 enactment of this Act shall—

19 (A) remain in the Yavapai Ranch grazing  
20 allotment; and

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

25 (4) ROADS.—

1 (A) IMPROVEMENT AND MAINTENANCE.—  
2 The Secretary shall maintain or improve a sys-  
3 tem of roads and trails on the non-Federal land  
4 to provide opportunities for hunting, motorized  
5 and nonmotorized recreation, and other uses of  
6 the land by the public.

7 (B) PUBLIC ACCESS ROAD.—

8 (i) CONSTRUCTION.—The Secretary  
9 shall improve or construct a public access  
10 road linking Forest Road 7 (Pine Creek  
11 Road) to Forest Road 1 (Turkey Canyon  
12 Road) through portions of sections 33, 32,  
13 31, and 30, T. 19 N., R. 6 W., Gila and  
14 Salt River Base and Meridian.

15 (ii) EXISTING ROAD.—The existing  
16 road linking Pine Creek and Gobbler Knob  
17 shall—

18 (I) until the date on which the  
19 new public access road is completed,  
20 remain open; and

21 (II) after the date on which the  
22 new public access road is completed,  
23 be obliterated.

24 (C) EASEMENTS.—

1 (i) IN GENERAL.—On completion of  
2 the land exchange under this Act, the Sec-  
3 retary and Yavapai Ranch shall grant each  
4 other at no charge reciprocal easements for  
5 ingress, egress, and utilities across, over,  
6 and through—

7 (I)(aa) the routes depicted on the  
8 map entitled “Road and Trail Ease-  
9 ments—Yavapai Ranch Area” dated  
10 April 2002; and

11 (bb) any other inholdings re-  
12 tained by the United States or  
13 Yavapai Ranch; or

14 (II) any relocated routes that are  
15 agreed to by the Secretary and  
16 Yavapai Ranch.

17 (ii) REQUIREMENTS.—An easement  
18 described in clause (i)—

19 (I) shall be unlimited, perpetual,  
20 and nonexclusive in nature; and

21 (II) shall run with and benefit  
22 the land of the grantee.

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

1 (I) any successors-in-interest, as-  
2 signs, and transferees of Yavapai  
3 Ranch; and

4 (II) in the case of the Secretary,  
5 members of the general public, as de-  
6 termined to be appropriate by the  
7 Secretary.

8 (5) TIMBER HARVESTING.—

9 (A) IN GENERAL.—Except as provided in  
10 subparagraph (B), timber harvesting for com-  
11 modity production shall be prohibited on the  
12 non-Federal land.

13 (B) EXCEPTIONS.—Timber harvesting may  
14 be conducted on the non-Federal land if the  
15 Secretary determines that timber harvesting is  
16 necessary—

17 (i) to prevent or control fires, insects,  
18 and disease through forest thinning or  
19 other forest management techniques;

20 (ii) to protect or enhance grassland  
21 habitat, watershed values, native plants,  
22 trees, and wildlife species; or

23 (iii) to improve forest health.

24 (6) WATER IMPROVEMENTS.—Nothing in this  
25 Act prohibits the Secretary from authorizing or con-

1 structing new water improvements in accordance  
2 with the laws (including regulations) applicable to  
3 water improvements on National Forest System land  
4 for—

5 (A) the benefit of domestic livestock or  
6 wildlife management; or

7 (B) the improvement of forest health or  
8 forest restoration.

9 (d) MAPS.—

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

14 (2) DISCREPANCY.—In the event of any dis-  
15 crepancy between a map and legal description, the  
16 map shall prevail unless the Secretary and Yavapai  
17 Ranch agree otherwise.

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

22 (e) EFFECT.—Nothing in this Act precludes, pro-  
23 hibits, or otherwise restricts Yavapai Ranch from subse-  
24 quently granting, conveying, or otherwise transferring title



1 to the Federal land after its acquisition of the Federal  
2 land.

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

4 (a) IN GENERAL.—The Secretary shall convey to an  
5 individual or entity that represents the majority of land-  
6 owners with encroachments on the lot by quitclaim deed  
7 the parcel of land described in subsection (b).

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

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

16 (1) \$2500; plus

17 (2) any costs of re-monumenting the boundary  
18 of land.

19 (d) TIMING.—

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

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

5           (A) the authority provided under this sub-  
6 section shall terminate; and

7           (B) any conveyance of the land shall be  
8 made under Public Law 97–465 (16 U.S.C.  
9 521c et seq.).

○