

109TH CONGRESS
1ST SESSION

H. R. 409

IN THE SENATE OF THE UNITED STATES

SEPTEMBER 21, 2005

Received; read twice and referred to the Committee on Energy and Natural
Resources

AN ACT

To provide for the exchange of land within the Sierra
National Forest, California, and for other purposes.

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

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Sierra National Forest
3 Land Exchange Act of 2005”.

4 **SEC. 2. DEFINITIONS.**

5 In this Act:

6 (1) **FEDERAL LAND.**—The term “Federal land”
7 means the parcels of land and improvements thereon
8 comprising approximately 160 acres and located in
9 township 9 south, range 25 east, section 30,
10 E $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$, Mt. Diablo Meridian, Cali-
11 fornia.

12 (2) **NON-FEDERAL LAND.**—The term “non-Fed-
13 eral land” means a parcel of land comprising ap-
14 proximately 80 acres and located in township 8
15 south, range 26 east, section 29, N $\frac{1}{2}$ NW $\frac{1}{4}$, Mt.
16 Diablo Meridian, California.

17 (3) **SECRETARY.**—The term “Secretary” means
18 the Secretary of Agriculture.

19 **SEC. 3. LAND EXCHANGE, SIERRA NATIONAL FOREST, CALI-
20 FORNIA.**

21 (a) **EXCHANGE AUTHORIZED.**—

22 (1) **IN GENERAL.**—If, during the one-year pe-
23 riod beginning on the date of enactment of this Act,
24 the owner of the non-Federal land offers the United
25 States the exchange of the non-Federal land and a
26 cash equalization payment of \$50,000, the Secretary

1 shall convey, by quit claim deed, all right, title, and
2 interest of the United States in and to the Federal
3 land. The conveyance of the Federal land shall be
4 subject to valid existing rights and under such terms
5 and conditions as the Secretary may prescribe.

6 (2) ACCEPTABLE TITLE.—Title to the non-Fed-
7 eral land shall conform with the title approval stand-
8 ards of the Attorney General applicable to Federal
9 land acquisitions and shall be acceptable to the Sec-
10 retary.

11 (3) CORRECTION AND MODIFICATION OF LEGAL
12 DESCRIPTIONS.—The Secretary, in consultation with
13 the owner of the non-Federal land, may make cor-
14 rections to the legal descriptions of the Federal land
15 and non-Federal land. The Secretary and the owner
16 of the non-Federal land may make minor modifica-
17 tions to such descriptions insofar as such modifica-
18 tions do not affect the overall value of the exchange
19 by more than five percent.

20 (b) VALUATION OF LAND TO BE CONVEYED.—For
21 purposes of this section, during the period referred to in
22 subsection (a)(1), the value of the non-Federal land shall
23 be deemed to be \$200,000 and the value of the Federal
24 land shall be deemed to be \$250,000.

1 (c) ADMINISTRATION OF LAND ACQUIRED BY
2 UNITED STATES.—Once acquired, the Secretary shall
3 manage the non-Federal land in accordance with the Act
4 of March 1, 1911 (commonly known as the Weeks Act;
5 16 U.S.C. 480 et seq.), and in accordance with the other
6 laws and regulations pertaining to National Forest System
7 lands.

8 (d) CONDITIONS ON CONVEYANCE OF FEDERAL
9 LAND.—The conveyance by the Secretary under sub-
10 section (a) shall be subject to the following conditions:

11 (1) That the recipient of the Federal land con-
12 vey all 160 acres of the Federal land to the Sequoia
13 Council of the Boy Scouts of America not later than
14 four months after the date on which the recipient re-
15 ceives the Federal land from the Secretary under
16 subsection (a).

17 (2) That, as described in section 5, the owner
18 of the easement granted in section 4 have the right
19 of first offer regarding any reconveyance of the Fed-
20 eral land by the Sequoia Council of the Boy Scouts
21 of America.

22 (e) DISPOSITION AND USE OF CASH EQUALIZATION
23 FUNDS.—The Secretary shall deposit the cash equali-
24 zation payment received under subsection (a) in the fund
25 established by Public Law 90–171 (commonly known as

1 the Sisk Act; 16 U.S.C. 484a). The cash equalization pay-
2 ment shall be available to the Secretary until expended,
3 without further appropriation, for the acquisition of lands
4 and interests in lands for the National Forest System in
5 the State of California.

6 (f) COST COLLECTION FUNDS.—The owner of the
7 non-Federal land shall be responsible for all direct costs
8 associated with processing the land exchange under this
9 section and shall pay the Secretary the necessary funds,
10 which shall be deposited in a cost collection account.
11 Funds so deposited shall be available to the Secretary
12 until expended, without further appropriation, for the cost
13 associated with the land exchange. Any funds remaining
14 after completion of the land exchange, which are not need-
15 ed to cover expenses, shall be refunded to the owner of
16 the non-Federal land.

17 **SEC. 4. GRANT OF EASEMENT IN CONNECTION WITH HY-**
18 **DROELECTRIC PROJECT NO. 67.**

19 (a) PURPOSE.—A hydroelectric project, licensed pur-
20 suant to the Federal Power Act (16 U.S.C. 791a et seq.)
21 as Project No. 67, is located on a majority of the Federal
22 land authorized for exchange under section 3. To protect
23 the ability of the owner of Project No. 67 to continue to
24 operate and maintain that hydroelectric project under the
25 current and all future licenses or authorizations issued

1 pursuant to the Federal Power Act or any other applicable
2 law, this section is necessary.

3 (b) EASEMENT REQUIRED.—Before conveying the
4 Federal land under section 3, the Secretary shall grant
5 an easement, without consideration, to the owner of
6 Project No. 67 for the right to enter, occupy, and use for
7 hydroelectric power purposes the Federal land currently
8 within the licensed boundary for Project No. 67. The
9 Project No. 67 owner shall hold harmless the Secretary
10 for any claims against the owner due to the grant of ease-
11 ment.

12 (c) REQUIRED TERMS AND CONDITIONS.—The ease-
13 ment granted under this section shall provide the fol-
14 lowing: “The United States of America, hereinafter called
15 ‘Grantor’, pursuant to a congressional authorization, here-
16 by grants, transfers, and conveys unto the [insert name
17 of Project No. 67 owner], its successors and assigns, here-
18 inafter called ‘Grantee’, all those certain exclusive ease-
19 ments and rights in, on, under, over, along, and across
20 certain real property described in Exhibit A, attached
21 hereto [attach description of real property subject to the
22 easement] and incorporated herein (the ‘Property’), for
23 any purpose or activity that Grantee deems convenient or
24 necessary to the creation, generation, transmission, or dis-
25 tribution of hydropower on and off the Property, includ-

1 ing, but not limited to, the right to inundate the Property
2 with water, reservoir management, and compliance with
3 legal obligations in accordance with the applicable Federal
4 Energy Regulatory Commission license and those non-ex-
5 clusive easements and rights to use, occupy, and enter the
6 Property, and to allow others to use, occupy, and enter
7 the Property, for other purposes related to hydropower
8 and reservoir management and use, such as recreation by
9 Grantee or the public, and regulation of any activities on
10 the Property that may impact such purposes, at any time
11 and from time to time. Grantor further grants, transfers,
12 and conveys unto the Grantee the right of assignment, in
13 whole or in part, to others, without limitation. Grantee
14 shall have the right to take such actions on the Property
15 as may be necessary to comply with all applicable laws,
16 rules, regulations, ordinances, orders and other govern-
17 mental, regulatory, and administrative authorities and re-
18 quirements, or that may be necessary for the economical
19 entry, occupancy, and use of the Property for hydropower
20 purposes. Grantor, its successors and assigns, shall not
21 deposit or permit or allow to be deposited, earth, rubbish,
22 debris or any other substance or material on the Property,
23 or so near thereto as to constitute, in the opinion of the
24 Grantee, an interference or obstruction to the hydropower
25 and reservoir purposes. No other easements, leases, or li-

1 censes shall be granted on, under or over the Property
2 by Grantor to any person, firm or corporation without the
3 previous written consent of Grantee, which consent shall
4 not be unreasonably withheld. The terms, covenants and
5 conditions of this Grant of Easement shall bind and inure
6 to the benefit of the successors and assigns of Grantor
7 and the successors and assigns of Grantee.”.

8 **SEC. 5. RIGHT OF FIRST OFFER FOR SUBSEQUENT CONVEY-**
9 **ANCE OF FEDERAL LAND.**

10 (a) **RIGHT OF FIRST OFFER.**—As a condition on the
11 conveyance of the Federal land under section 3 and its
12 reconveyance to the Sequoia Council of the Boy Scouts
13 of America, as required by section 3(d)(1), the Secretary
14 shall require that the Council agree to provide the owner
15 of the easement granted under section 4 the right of first
16 offer to obtain the Federal land, or any portion thereof,
17 that the Council ever proposes to sell, transfer, or other-
18 wise convey.

19 (b) **NOTICE AND OFFER.**—If the Council proposes to
20 sell, transfer, or otherwise convey the Federal land or a
21 portion thereof, the Council shall give the easement owner
22 written notice specifying the terms and conditions on
23 which the conveyance is proposed and offering to convey
24 to the easement owner, on the same terms and conditions,

1 the Federal land or the portion thereof proposed for con-
2 veyance.

3 (c) ACCEPTANCE OR REJECTION OF OFFER.—Within
4 90 days after the easement owner receives the notice re-
5 quired by subsection (b) and all available documents nec-
6 essary to perform reasonable due diligence on the pro-
7 posed conveyance, the easement owner shall either accept
8 or reject the offer. If the easement owner accepts the offer,
9 the closing of the sale shall be governed by the terms of
10 the offer in the notice.

11 (d) EFFECT OF REJECTION.—If the hydropower
12 easement owner rejects an offer under subsection (b) or
13 fails to respond to the offer before the expiration of the
14 90-day period provided in subsection (c), the Council may
15 convey the property covered by the notice to any other per-
16 son on the same terms and conditions specified in the no-
17 tice. If those terms and conditions are subsequently al-
18 tered in any way, then the notice and offer shall again
19 be made to the easement owner under subsection (b). The
20 rejection by the easement owner of one or more of such

- 1 offers shall not affect its right of first offer as to any other
- 2 proposed conveyance by the Council.

Passed the House of Representatives September 20,
2005.

Attest:

JEFF TRANDAHL,

Clerk.