

U.S.C. 791a et seq.) as Project No. 67, is located on a majority of the Federal land authorized for exchange under section 3. To protect the ability of the owner of Project No. 67 to continue to operate and maintain that hydroelectric project under the current and all future licenses or authorizations issued pursuant to the Federal Power Act or any other applicable law, this section is necessary.

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

(c) REQUIRED TERMS AND CONDITIONS.—The easement granted under this section shall provide the following: "The United States of America, hereinafter called 'Grantor,' pursuant to a congressional authorization, hereby grants, transfers, and conveys unto the [insert name of Project No. 67 owner], its successors and assigns, hereinafter called 'Grantee,' all those certain exclusive easements and rights in, on, under, over, along, and across certain real property described in Exhibit A, attached hereto [attach description of real property subject to the easement] and incorporated herein (the 'Property'), for any purpose or activity that Grantee deems convenient or necessary to the creation, generation, transmission, or distribution of hydropower on and off the Property, including, but not limited to, the right to inundate the Property with water, reservoir management, and compliance with legal obligations in accordance with the applicable Federal Energy Regulatory Commission license and those non-exclusive easements and rights to use, occupy, and enter the Property, and to allow others to use, occupy, and enter the Property, for other purposes related to hydropower and reservoir management and use, such as recreation by Grantee or the public, and regulation of any activities on the Property that may impact such purposes, at any time and from time to time. Grantor further grants, transfers, and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation. Grantee shall have the right to take such actions on the Property as may be necessary to comply with all applicable laws, rules, regulations, ordinances, orders and other governmental, regulatory, and administrative authorities and requirements, or that may be necessary for the economical entry, occupancy, and use of the Property for hydropower purposes. Grantor, its successors and assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material on the Property, or so near thereto as to constitute, in the opinion of Grantee, an interference or obstruction to the hydropower and reservoir purposes. No other easements, leases, or licenses shall be granted on, under or over the Property by Grantor to any person, firm or corporation without the previous written consent of Grantee, which consent shall not be unreasonably withheld. The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee."

**SEC. 5. RIGHT OF FIRST OFFER FOR SUBSEQUENT CONVEYANCE OF FEDERAL LAND.**

(a) RIGHT OF FIRST OFFER.—As a condition on the conveyance of the Federal land under section 3 and its reconveyance to the Se-

quoia Council of the Boy Scouts of America, as required by section 3(d)(1), the Secretary shall require that the Council agree to provide the owner of the easement granted under section 4 the right of first offer to obtain the Federal land, or any portion thereof, that the Council ever proposes to sell, transfer, or otherwise convey.

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

(c) ACCEPTANCE OR REJECTION OF OFFER.—Within 90 days after the easement owner receives the notice required by subsection (b) and all available documents necessary to perform reasonable due diligence on the proposed conveyance, the easement owner shall either accept or reject the offer. If the easement owner accepts the offer, the closing of the sale shall be governed by the terms of the offer in the notice.

(d) EFFECT OF REJECTION.—If the hydro-power easement owner rejects an offer under subsection (b) or fails to respond to the offer before the expiration of the 90-day period provided in subsection (c), the Council may convey the property covered by the notice to any other person on the same terms and conditions specified in the notice. If those terms and conditions are subsequently altered in any way, then the notice and offer shall again be made to the easement owner under subsection (b). The rejection by the easement owner of one or more of such offers shall not affect its right of first offer as to any other proposed conveyance by the Council.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Indiana (Mr. SOUDER) and the gentleman from American Samoa (Mr. FALEOMAVAEGA) each will control 20 minutes.

The Chair recognizes the gentleman from Indiana (Mr. SOUDER).

GENERAL LEAVE

Mr. SOUDER. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days within which to revise and extend their remarks and include extraneous material in the bill under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Indiana?

There was no objection.

Mr. SOUDER. Mr. Speaker, I yield myself such time as I may consume.

H.R. 1651, introduced by the gentleman from California (Mr. RADANOVICH), provides for the exchange of lands within the Sierra National Forest, California, and for other purposes. The bill would exchange 160 acres of Forest Service property, of which only 15 acres is above water, for 80 acres of private land surrounded by National Forest. The landowner has agreed to pay the difference of \$50,000 to the Forest Service to finalize the land transfer. After the completion of the exchange, the landowner will then convey the property to the Sequoia Council Boy Scouts, who have run a camp on the land through a special use permit for the last 30 years.

This bill will benefit both the Forest Service and the Sequoia Council Boy Scouts. I urge adoption of the bill.

Mr. Speaker, I reserve the balance of my time.

Mr. FALEOMAVAEGA. Mr. Speaker, I yield such time as I may consume.

(Mr. FALEOMAVAEGA asked and was given permission to revise and extend his remarks.)

Mr. FALEOMAVAEGA. Mr. Speaker, I want to commend the gentleman from California (Mr. RADANOVICH), who authored this proposed bill.

Mr. Speaker, H.R. 1651 would direct the Secretary of Agriculture to consummate a land exchange on the Sierra National Forest in California. In exchange for the United States Forest Service receiving approximately 80 acres and a payment of \$50,000 from a private party, the Secretary of Agriculture would convey to the private party 160 acres, including two lake-front parcels. The private party plans to reconvey the 160 acres to the Sequoia Council of the Boy Scouts of America for use as a summer camp.

Mr. Speaker, we do not object to this legislation. I urge my colleagues to support this bill.

Mr. SOUDER. Mr. Speaker, I have no further requests for time, and I yield back balance of my time.

Mr. FALEOMAVAEGA. Mr. Speaker, I have no further requests for time, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Indiana (Mr. SOUDER) that the House suspend the rules and pass the bill, H.R. 1651, as amended.

The question was taken; and (two-thirds having voted in favor thereof) the rules were suspended and the bill, as amended, was passed.

A motion to reconsider was laid on the table.

**NORTHERN ARIZONA NATIONAL FOREST LAND EXCHANGE ACT OF 2003**

Mr. SOUDER. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 2907) to provide for a land exchange in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership, as amended.

The Clerk read as follows:

H.R. 2907

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. SHORT TITLE.**

This Act may be cited as the "Northern Arizona National Forest Land Exchange Act of 2003".

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

(a) FINDINGS.—Congress finds that—

(1) certain parcels of private land in the approximately 170 square miles of land commonly known as the "Yavapai Ranch" and located in Yavapai County, Arizona, are intermingled with National Forest System land owned by the United States and administered by the Secretary of Agriculture as part of Prescott National Forest;

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

(3) a significant portion of the private land within the checkerboard area (including the land located in or near the Pine Creek watershed, Juniper Mesa Wilderness Area, Haystack Peak, and the Luis Maria Baca Float No. 5) is located in environmentally valuable areas that possess attributes for public management, use, and enjoyment, including—

- (A) outdoor recreation;
  - (B) preservation of stands of old growth forest;
  - (C) largely unfragmented habitat for antelope, deer, elk, mountain lion, wild turkey, and other wildlife species;
  - (D) scientific research;
  - (E) rangeland;
  - (F) cultural and archaeological resources; and
  - (G) scenic vistas;
- (4) the checkerboard ownership pattern of private and public land within Prescott National Forest impedes sound and efficient management of the intermingled National Forest System land;

(5) if the private land in the checkerboard area is subdivided or developed, the intermingled National Forest System land will become highly fragmented and lose much of the value of the land for wildlife habitat and future public access, use, and enjoyment;

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

- (A) acquiring private land that meets the criteria for inclusion in the National Forest System in exchange for land with lower public, environmental, and ecological values;
- (B) consolidating a large area of National Forest System land to preserve—
  - (i) permanent public access, use, and enjoyment of the land; and
  - (ii) efficient management of the land;
- (C) minimizing cash outlays by the United States to achieve the objectives described in subparagraphs (A) and (B); and
- (D) reducing administrative costs to the United States through—
  - (i) consolidation of Federal land holdings for more efficient land management and planning;
  - (ii) elimination of approximately 350 miles of boundary between private land and the Federal parcels; and
  - (iii) reduction of right-of-way, special use, and other permit processing and issuance for roads and other facilities on National Forest System land;

(7) parcels of National Forest System land have been identified for conveyance to Yavapai Ranch Limited Partnership or the Northern Yavapai, L.L.C., through a land exchange because the parcels—

- (A) have significantly lower recreational, wildlife, ecological, and other public purpose values than the land to be acquired by the United States; and
- (B) are encumbered by special use permits and rights-of-way for a variety of purposes (including 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 Partner-

ship and the Northern Yavapai, L.L.C., to the permit or right-of-way holders; and

(8) it is in the public interest of all water users in the Verde Valley, Arizona, that water conservation easements be established that limit future water use on the Federal land that—

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

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

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

### SEC. 3. DEFINITIONS.

In this Act:

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

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

(3) MANAGEMENT PLAN.—The term “Management Plan” means the land and resource management plan for Prescott National Forest.

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

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

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

- (A) the Yavapai Ranch Limited Partnership, an Arizona Limited Partnership; and
- (B) the Northern Yavapai, L.L.C., an Arizona Limited Liability Company.

### SEC. 4. LAND EXCHANGE.

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

(1) IN GENERAL.—On receipt of an offer from Yavapai Ranch to convey the non-Federal land, the Secretary shall convey to Yavapai Ranch by patent or quitclaim deed, subject to easements, rights-of-way, utility lines, and any other valid encumbrances on the Federal land in existence on the date of enactment of this Act and any other reservations that may be agreed to by the Secretary and Yavapai Ranch, all right, title, and interest of the United States in and to the Federal land described in paragraph (2).

(2) DESCRIPTION OF FEDERAL LAND.—The Federal land referred to in paragraph (1) shall consist of the following:

(A) Certain land comprising approximately 15,300 acres located in Yavapai County, Arizona, as generally depicted on the map entitled “Yavapai Ranch Land Exchange Yavapai Ranch Area Federal Lands”, dated April 2002.

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

(i) comprising approximately 1,500 acres located in Coconino National Forest, Coconino County, Arizona, as generally depicted on the map entitled “Yavapai Ranch Land Exchange Flagstaff Federal Lands-Airport Parcel”, dated April 2002; and

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

(C) Certain land referred to as Williams Airport, Williams golf course, Williams Sewer, Bucksinner Park, Williams Rail-

road, and Well parcels numbers 2, 3, and 4, comprising approximately 950 acres, located in Kaibab National Forest, Coconino County, Arizona, as generally depicted on the map entitled “Yavapai Ranch Land Exchange Williams Federal Lands”, dated April 2002.

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

(E) Certain land comprising approximately 820 acres located in Prescott National Forest in Yavapai County, Arizona, as generally depicted on the map entitled “Yavapai Ranch Land Exchange Camp Verde Federal Lands—Cottonwood/Clarkdale Parcel”, dated April 2002.

(F) Certain land comprising approximately 237.5 acres located in Kaibab National Forest, Coconino County, Arizona, as generally depicted on the map entitled “Yavapai Ranch Land Exchange YoungLife/Lost Canyon”, dated April 2002.

(G) Certain land comprising approximately 200 acres located in Prescott National Forest, Yavapai County, Arizona, and including Friendly Pines, Patterdale Pines, Camp Pearlstein, Pine Summit, and Sky Y, as generally depicted on the map entitled “Yavapai Ranch Land Exchange Prescott Federal Lands—Summer Youth Camp Parcels”, dated April 2002.

(H) Perpetual and nonexclusive easements that—

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

(ii) are for the purposes of—

- (I) operating, maintaining, repairing, improving, and replacing electric power lines or water pipelines (including related storage tanks, valves, pumps, and hardware); and
- (II) providing rights of reasonable ingress and egress necessary for the activities described in subclause (I);

(iii) are 20 feet in width; and

(iv) are located 10 feet on either side of each line depicted on the map entitled “Yavapai Ranch Land Exchange YRLP Acquired Easements for Water Lines”, dated April 2002.

(3) CONDITIONS.—

(A) PERMITS.—Permits or other legal occupancies of the Federal land by third parties in existence on the date of transfer of the Federal land to Yavapai Ranch shall be addressed in accordance with—

(i) part 254.15 of title 36, Code of Federal Regulations (or any successor regulation); and

(ii) other applicable laws (including regulations).

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

(i) IN GENERAL.—To conserve water in the Verde Valley, Arizona, and to minimize the adverse impacts from future development of the parcels described in subparagraphs (D) and (E) of paragraph (2) on current and future users of water and holders of water rights in existence on the date of enactment of this Act and the Verde River and National Forest System land retained by the United States, the United States shall limit in perpetuity the use of water on the parcels by reserving conservation easements that—

(I) prohibit golf course development on the parcels;

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

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

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

(IV) require that any water used for the parcels not be withdrawn from wells perforated in the Holocene alluvium of the Verde River unless supplied by municipalities or private water companies; however any water supplied by municipalities or private water companies shall count toward the water use limitations set out in the preceding subclauses (III)(aa) and (III)(bb).

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

(iii) SUBSEQUENT CONVEYANCE.—

(I) IN GENERAL.—On acquisition of title to the parcels described in subparagraphs (D) and (E) of paragraph (2), Yavapai Ranch may convey all or a portion of the parcels to 1 or more successors-in-interest.

(II) WATER USE APPORTIONMENT.—A conveyance under subclause (I) shall, in accordance with the terms described in clause (i), include a recorded and binding agreement on the amount of water available for use on the parcel or portion of the parcel conveyed, as determined by the Yavapai Ranch.

(iv) ENFORCEMENT.—The Secretary shall enter into one or more assignments with a political subdivision of the State of Arizona authorizing the political subdivision to enforce the terms described in clause (i) in any manner provided by law. Until such time as the Secretary executes the assignments, the Secretary shall hold and enforce the conservation easements.

(v) LIABILITY.—

(I) IN GENERAL.—Any action for a breach of the terms of the conservation easements described in clause (i) shall be against the owner or owners of the parcel or portion of the parcel, at the time of the breach, whose action or failure to act has resulted in the breach.

(II) HOLD HARMLESS.—To the extent that the United States or a successor-in-interest to the United States no longer holds title to the parcels or any portion of the parcels described in subparagraph (D) or (E) of paragraph (2), the United States or such successor-in-interest shall be held harmless from damages or injuries attributable to any breach of the terms of the conservation easements described in clause (i) by a subsequent successor-in-interest.

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

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

(2) EASEMENTS.—

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

(i) perpetual easements and water rights that run with and benefit the land retained by Yavapai Ranch for—

(I) the operation, maintenance, repair, improvement, development, and replacement of not more than 3 wells in existence on the date of enactment of this Act;

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

(III) pipelines to points of use; and

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

(B) EXISTING WELLS.—

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

(I) 40 acres in area; and

(II) to the maximum extent practicable—

(aa) centered on the existing well; and

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

(ii) LIMITATION.—Within a 40-acre easement described in clause (i), the United States and any permittees or licensees of the United States shall be prohibited from undertaking any activity that materially interferes with the use of the wells by Yavapai Ranch, without the written consent of Yavapai Ranch.

(iii) RESERVATION OF WATER FOR THE UNITED STATES.—The United States shall be entitled to ½ the production of each existing or replacement well, not to exceed a total of 3,100,000 gallons of water annually, for watering wildlife and stock and for other National Forest System purposes from the 3 wells.

(C) REASONABLE ACCESS.—Each easement for ingress and egress shall be at least 20 feet in width.

(D) LOCATION.—The locations of the easements and wells shall be the locations generally depicted on a map entitled “Yavapai Ranch Land Exchange YRLP Reserved Easements for Waterlines and Wells”, dated April 2002.

(c) LAND TRANSFER PROBLEMS.—

(I) FEDERAL LAND.—If a parcel of Federal land (or a portion of the parcel) cannot be conveyed to Yavapai Ranch because of the presence of hazardous materials or if the proposed title to a parcel of Federal land (or a portion of the parcel) is unacceptable to Yavapai Ranch because of the presence of threatened or endangered species, cultural or historic resources, unpatented mining claims, or other third party rights under public land laws—

(A) the parcel of Federal land or portion of the parcel shall be excluded from the exchange; and

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

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

(A) the parcel of non-Federal land or portion of the parcel shall be excluded from the exchange; and

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

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

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

(2) DELETION FROM EXCHANGE.—If Yavapai Ranch and the cities or camps referred to in paragraph (1) have not agreed to the terms and conditions of a subsequent conveyance of a parcel or portion of a parcel of Federal land before the completion of the exchange, the Secretary, on notification by Yavapai Ranch, the cities, or camps, shall delete the parcel or any portion of the parcel from the exchange. Any parcel or portion of a parcel to be deleted may be configured by the Secretary to leave the United States with manageable post-exchange land and boundaries.

(3) EASEMENTS.—In accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9620(h)), the United

States shall reserve easements in any land transferred to Yavapai Ranch.

**SEC. 5. EXCHANGE VALUATION, APPRAISALS, AND EQUALIZATION.**

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

(1) shall be equal, as determined by the Secretary; or

(2) if the values are not equal, shall be equalized in accordance with subsection (c).

(b) APPRAISALS.—

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

(A) the Uniform Appraisal Standards for Federal Land Acquisitions, fifth edition (December 20, 2000); and

(B) the Uniform Standards of Professional Appraisal Practice.

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

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

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

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

(A) consider the effect on value of the Federal land or non-Federal land because of the existence of encumbrances on each parcel, including—

(i) permitted uses on Federal land that cannot be reasonably terminated before the appraisal; and

(ii) facilities on Federal land that cannot be reasonably removed before the appraisal; and

(B) determine the value of each parcel of Federal land and non-Federal land (including the value of each individual section of the intermingled Federal and non-Federal land of the Yavapai Ranch) as an assembled transaction consistent with the applicable provisions of parts 254.5 and 254.9(b)(1)(v) of title 36, Code of Federal Regulations (or any successor regulation).

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

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

(B) part 254.10 of title 36, Code of Federal Regulations (or any successor regulation).

(5) APPRAISAL PERIOD.—After the final appraised values of the Federal land and non-Federal land have been reviewed and approved by the Secretary or otherwise determined in accordance with the requirements of paragraph (4), the final appraised values—

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

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

(6) AVAILABILITY.—In accordance with the policy of the Forest Service, and to ensure the timely and full disclosure of the appraisals to the public, the appraisals approved by the Secretary shall be made available for public inspection in the Offices of the Supervisors for Prescott, Coconino, and Kaibab National Forests.

(c) EQUALIZATION OF VALUES.—

(I) SURPLUS OF NON-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 non-Federal 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 in  $\frac{1}{8}$  section increments (N-S 64th line) and lot lines across the section, while deleting in the same increments 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 non-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.—Adjustments under subparagraph (A) shall be made in the following order:

(i) Beginning at the south boundary of section 31, T. 20 N., R. 5 W., Gila and Salt River Base and Meridian, Yavapai County, Arizona, and sections 33 and 35, T. 20 N., R. 6 W., Gila and Salt River Base and Meridian, Yavapai County, by adding to the non-Federal land to be conveyed to the United States in  $\frac{1}{8}$  section increments (E-W 64th line) while deleting from the conveyance to Yavapai Ranch Federal land in the same incremental portions of section 32, T. 20 N., R. 5 W., Gila and Salt River Base and Meridian, Yavapai County, Arizona, and sections 32, 34, and 36, in 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 east to west across the sections.

(ii) By deleting the following parcels:

(I) The Wetzel School parcel identified on the map described in section 4(a)(2)(B)(ii).

(II) The Williams Sewer parcel identified on the map described in section 4(a)(2)(C).

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

(IV) A portion of the Cottonwood/Clarkdale Federal Lands identified on the map described in Section 4(a)(2)(E) and further described as the S $\frac{1}{2}$ S $\frac{1}{2}$  of Section 8, Township 15 North, Range 3 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

(V) The Bucks Skinner Park parcel identified on the map described in section 4(a)(2)(C).

(VI) Approximately 316 acres of the Camp Verde Federal Land-General Crook Parcel identified on the map described in Section 4(a)(2)(D) and further described as Lots 1, 5, and 6 and the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26, and the N $\frac{1}{2}$ N $\frac{1}{2}$  of Section 27, Township 14 North, Range 4 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

(VII) A portion of the Cottonwood/Clarkdale Federal Lands identified on the map described in section 4(a)(2)(E) and further described as the N $\frac{1}{2}$ S $\frac{1}{2}$  of Section 8, Township 15 North, Range 3 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

(VIII) Approximately 314 acres of the Camp Verde Federal Land-General Crook Parcel identified on the map described in section 4(a)(2)(D) and further described as Lots 2, 7, 8 and 9 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26, and the S $\frac{1}{2}$ N $\frac{1}{2}$  of Section 27, Township 14 North,

Range 4 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

(IX) The Mt. Elden parcel identified on the map described in section 4(a)(2)(B)(ii).

(C) MODIFICATIONS.—By mutual agreement by the Secretary and the Yavapai Ranch, the land and acreage in subclauses (I) through (IX) may be modified to conform with a survey approved by the Bureau of Land Management or to leave the United States with manageable post-exchange land and boundaries.

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

(d) CASH EQUALIZATION.—

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

(A) through cash equalization payments under section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716(b)); or

(B) in accordance with standards established by the Secretary and Yavapai Ranch.

(2) LIMITATION.—

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

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

(i) shall be deposited in a fund established under Public Law 90-171 (16 U.S.C. 484a) (commonly known as the "Sisk Act"); and

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

**SEC. 6. MISCELLANEOUS PROVISIONS.**

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

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

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

(d) COSTS OF IMPLEMENTING THE EXCHANGE.—

(1) IN GENERAL.—

(A) The United States shall bear the costs or other responsibilities or requirements associated with land surveys, title searches, archeological and cultural surveys and salvage, removal of encumbrances and curing title deficiencies necessary to bring the Federal land into a condition where it is acceptable for exchange purposes.

(B) Yavapai Ranch shall bear the costs or other responsibilities or requirements associated with land surveys, title searches, ar-

cheological and cultural surveys and salvage, removal of encumbrances and curing title deficiencies necessary to bring the non-Federal land into a condition where it is acceptable for exchange purposes.

(2) INELIGIBLE REIMBURSEMENTS.—No amount paid by Yavapai Ranch under this subsection shall be eligible for reimbursement under section 206(f) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716(f)).

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

(f) CONTRACTORS.—

(1) IN GENERAL.—If the Secretary lacks adequate staff or resources to complete the exchange by the date specified in subsection (e), the Yavapai Ranch may contract with independent third-party contractors to carry out any work necessary to complete the exchange by that date, subject to the mutual agreement of the Secretary and the Yavapai Ranch on the contractor or contractors, scope of work, estimated cost of work, and approval of any such work by the Secretary.

(2) REIMBURSEMENT.—In the event that Yavapai Ranch contracts with independent third party contractors to carry out or complete any responsibilities or requirements that would be performed by the Secretary but for the lack of adequate staff or resources, then the Secretary shall reimburse Yavapai Ranch for Yavapai Ranch's costs or expenses for such contractors in accordance with section 206(f) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716(f)).

**SEC. 7. STATUS AND MANAGEMENT OF LAND AFTER EXCHANGE.**

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

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

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

(A) this Act;

(B) the laws (including regulations) applicable to the National Forest System; and

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

(b) MANAGEMENT PLAN.—

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

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

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

(1) IN GENERAL.—On acquisition by the United States, the non-Federal land acquired by the United States and any National Forest System land outside the Juniper Mesa Wilderness Area but formerly intermingled with the acquired non-Federal land shall be managed in accordance with—

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

(B) the laws (including regulations) generally applicable to National Forest System land.

(2) PROTECTION OF NATURAL RESOURCES.—The non-Federal land shall be managed in a manner that maintains the species, character, and natural values of the land, including—

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

(B) suitability for livestock grazing; and

(C) aesthetic values.

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

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

(B) continue to be subject to grazing in accordance with the laws (including regulations) generally applicable to domestic livestock grazing on National Forest System land.

(4) **ROADS.**—

(A) **IMPROVEMENT AND MAINTENANCE.**—The Secretary shall maintain or improve a system of roads and trails on the non-Federal land to provide opportunities for hunting, motorized and nonmotorized recreation, and other uses of the land by the public.

(B) **PUBLIC ACCESS ROAD.**—

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

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

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

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

(C) **EASEMENTS.**—

(i) **IN GENERAL.**—On completion of the land exchange under this Act, the Secretary and Yavapai Ranch shall grant each other at no charge reciprocal easements for ingress, egress, and utilities across, over, and through—

(I)(aa) the routes depicted on the map entitled “Yavapai Ranch Land Exchange Road and Trail Easements—Yavapai Ranch Area” dated April 2002; and

(bb) any other inholdings retained by the United States or Yavapai Ranch; or

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

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

(I) shall be unlimited, perpetual, and non-exclusive in nature; and

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

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

(I) any successors-in-interest, assigns, and transferees of Yavapai Ranch; and

(II) in the case of the Secretary, members of the general public, as determined to be appropriate by the Secretary.

(5) **TIMBER HARVESTING.**—

(A) **IN GENERAL.**—Except as provided in subparagraph (B), timber harvesting for commodity production shall be prohibited on the non-Federal land.

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

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

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

(iii) to improve forest health.

(6) **WATER IMPROVEMENTS.**—Nothing in this Act prohibits the Secretary from authorizing or constructing new water improvements in accordance with the laws (including regulations) applicable to water improvements on National Forest System land for—

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

(B) the improvement of forest health or forest restoration; or

(C) other National Forest purposes.

(d) **MAPS.**—

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

(2) **DISCREPANCY.**—In the event of any discrepancy between a map and legal description, the map shall prevail unless the Secretary and Yavapai Ranch agree otherwise.

(3) **AVAILABILITY.**—All maps referred to in this Act shall be on file and available for inspection in the Office of the Supervisor, Prescott National Forest, Prescott, Arizona.

(e) **EFFECT.**—Nothing in this Act precludes, prohibits, or otherwise restricts Yavapai Ranch from subsequently granting, conveying, or otherwise transferring title to the Federal land after its acquisition of the Federal land.

#### SEC. 8. CONVEYANCE OF ADDITIONAL LAND.

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

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

(c) **AMOUNT OF CONSIDERATION.**—In exchange for the land described in subsection (b), the individual or entity acquiring the land shall pay to the Secretary consideration in the amount of—

(1) \$2500; plus

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

(d) **TIMING.**—

(1) **IN GENERAL.**—Not later than 90 days after the date on which the Secretary receives a power of attorney executed by the individual or entity acquiring the land, the Secretary shall convey to the individual or entity the land described in subsection (b).

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

(A) the authority provided under this subsection shall terminate; and

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

#### SEC. 9. COMPENSATION FOR PERSONS HOLDING GRAZING PERMITS.

Persons holding grazing permits for land transferred into private ownership under this Act shall be compensated in accordance with section 402(g) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1752(g)).

#### SEC. 10. CONVEYANCE OF LEASED LAND.

(a) **IN GENERAL.**—The Secretary shall convey to an individual or entity that represents the majority of landowners with a lease on the lot by quitclaim deed the parcel of land described in subsection (b).

(b) **DESCRIPTION OF LAND.**—The parcel of land referred to in subsection (a) is approximately 4.87 acres located in section 27, T. 22 N., R. 2 E., Gila and Salt River Base and Meridian, Coconino County, Arizona.

(c) **MAPS.**—

(1) **IN GENERAL.**—The Secretary may make minor modifications to the descriptions or reconfigure the descriptions of the properties referenced in subsection (b) in order to facilitate a conveyance, to address management, or boundary considerations or correct errors. If any land adjacent to the 4.87 acre parcel described in subsection (b) is conveyed to the Yavapai Ranch, any such minor modifications shall be by mutual agreement between the Secretary and the Yavapai Ranch.

(2) **DISCREPANCY.**—In the event of any discrepancy between a map and legal description, the map shall prevail.

(3) **AVAILABILITY.**—All maps referred to in this Act shall be on file and available for inspection in the Office of the Supervisor, Kaibab National Forest, Williams, Arizona.

(d) **AMOUNT OF CONSIDERATION.**—In exchange for the land described in subsection (b), the individual or entity acquiring the land shall pay to the Secretary consideration in the amount of—

(1) market value; plus

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

(e) **APPRAISAL.**—

(1) **IN GENERAL.**—The values of the Federal land shall be determined by appraisal using the appraisal standards in—

(A) the Uniform Appraisal Standards for Federal Land Acquisitions, fifth edition (December 20, 2000); and

(B) the Uniform Standards of Professional Appraisal Practice.

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

(A) acceptable to the Secretary

(B) a third party contractor.

(f) **TIMING.**—

(1) **IN GENERAL.**—Not later than 180 days after the date on which the Secretary receives a power of attorney executed by the individual or entity acquiring the land, the Secretary shall convey to the individual or entity the land described in subsection (b).

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

(A) the authority provided under this subsection shall terminate; and

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

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Indiana (Mr. SOUDER) and the gentleman from American Samoa (Mr. FALEOMAVAEGA) each will control 20 minutes.

The Chair recognizes the gentleman from Indiana (Mr. SOUDER).

GENERAL LEAVE

Mr. SOUDER. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days within which to revise and extend their remarks and include extraneous material on the bill under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Indiana?

There was no objection.

Mr. SOUDER. Mr. Speaker, I yield myself such time as I may consume.

H.R. 2907, introduced by the gentleman from Arizona (Mr. RENZI), provides for a land exchange in the State of Arizona between the Secretary of Agriculture and the Yavapai Ranch Limited Partnership. The bill would consolidate the largest remaining checkerboard ownership in Arizona. The Forest Service will receive 35,000 acres of land adjacent to an existing wilderness area which includes old growth ponderosa pine, oak, and alligator juniper forest lands and grasslands known to be a prime antelope habitat. The Yavapai Ranch Limited Partnership would receive approximately 21,000 acres of land.

H.R. 2907 is supported by a wide variety of vested interests including the

administration, many of the local city councils, local chapters of the Chamber of Commerce, as well as the Grand Canyon Trust and the Central Arizona Land Trust. I urge adoption of the bill.

Mr. Speaker, I reserve the balance of my time.

Mr. FALEOMAVAEGA. Mr. Speaker, I yield myself such time as I may consume.

(Mr. FALEOMAVAEGA asked and was given permission to revise and extend his remarks.)

Mr. FALEOMAVAEGA. Mr. Speaker, again on a bipartisan basis, I want to commend the gentleman from Arizona for his sponsorship of this proposed bill.

Mr. Speaker, H.R. 2907 would direct the Secretary of Agriculture to consummate a complicated land exchange in northern Arizona. The United States would receive approximately 35,000 acres of inholdings on the Prescott National Forest. In exchange, the United States would transfer title to the Yavapai Ranch Limited Partnership various parcels on the Coconino, Prescott, and the Kaibab National Forests. All lands would be appraised in accordance with Federal appraisal standards. Their values would be equalized as required in the Federal Land Policy and Management Act. This bill was also passed in the House last year, and we certainly have no objection to this.

Mr. Speaker, I reserve the balance of my time.

Mr. SOUDER. Mr. Speaker, I yield such time as he may consume to the gentleman from Arizona (Mr. RENZI), our committee's colleague and the author of the bill.

Mr. RENZI. Mr. Speaker, I thank the gentleman for yielding me this time and also my colleague from American Samoa for his kind remarks.

Mr. Speaker, I rise in support of H.R. 2907, the Northern Arizona National Forest Land Exchange Act of 2003. H.R. 2907 facilitates a land exchange in northern Arizona of private land within the Yavapai Ranch for the Forest Service land in the northern portion of the State.

H.R. 2907 accomplishes several goals in northern Arizona. First, it will preserve the pristine areas within Yavapai Ranch for the wildlife and recreation by consolidating more than 40,000 acres of Forest Service land. This area is adjacent to the Juniper Mesa Wilderness Area, preserving precious habitat for ponderosa pine, alligator juniper, and pronghorn antelope.

Second, H.R. 2907 provides the City of Flagstaff, Arizona, with the opportunity to acquire land to expand and improve Pulliam Airport. H.R. 2907 will allow the City of Flagstaff to develop a new city park and recreational areas and obtain ownership of land near their water treatment plant. This is critical to the City of Flagstaff's future, providing economic development and affordable housing.

The Northern Arizona National Forest Land Exchange Act will also allow

the city of Williams to acquire land for its well sites, water storage tanks, and wastewater facility and drinking water treatment plants. Until recently, the city of Williams relied completely on surface water supplies to service the community. However, surface water reservoirs in Williams are almost dry and currently stand at a minimal 8 percent of capacity. H.R. 2907 will assist Williams in meeting their water challenges in the future by providing new land for well drilling sites.

In the Verde Valley, this bill provides the town of Camp Verde with unique opportunities to acquire land for open space to protect their view shed. The Camp Verde Fire District will be provided with land adjacent to Interstate 17 for an emergency response and urgent care facility for faster response and care. A planned development along Interstate 17 will provide Camp Verde with additional tax base and job opportunities.

□ 1930

A residential development in Clarkdale and Cottonwood will diversify the housing market and provide new lands and an additional tax base for those communities.

Working with members of the Arizona delegation, including the gentleman from Arizona (Mr. HAYWORTH), we have ensured that the language in H.R. 2907 establishes water conservation and water use restrictions for any future development. In addition, any development would also comply with the State of Arizona surface and ground water laws, as well as local community planning standards.

Finally, this legislation assures that six summer youth camps serving 10,000 to 12,000 children from all over the region have the opportunity to acquire the land and benefit from full ownership. These camps include Young Life Lost Canyon Camp, Friendly Pines Camp, the YMCA camps, and a host of other camps. Young Life Lost Canyon alone serves approximately 4,500 children. Approximately 450 of these children have special needs.

In the past year, I have received many letters and phone calls providing input on the exchange. One such letter came from the chairman of the Yavapai-Apache Nation, Mr. Jamie Fullmer, the tribe that is most affected by this land exchange. Chairman Fullmer makes a statement of endorsement of this land exchange when he says in his letter, "We also recognize that exchanging these already impacted lands for the unspoiled lands at the headwaters of the Verde River offers permanent protection for wildlife, the forest and the watershed that protects the Yavapai-Apache Nation's water rights."

Mr. Speaker, I have held several town halls and town meetings on this issue. We have discussed these many complex issues with the surrounding communities, with individuals, and have public input on this exchange. I have vis-

ited and toured the Yavapai Ranch on three occasions. I have witnessed firsthand the great value of this land exchange. Bringing the Yavapai Ranch into Federal ownership is in the best interests of the greater good and of the general public. I urge my colleagues to support the Northern Arizona National Forest Land Exchange Act of 2003.

Mr. FALEOMAVAEGA. Mr. Speaker, I reserve the balance of my time.

Mr. SOUDER. Mr. Speaker, I yield such time as he may consume to the gentleman from Arizona (Mr. HAYWORTH), another colleague from the committee and another advocate of Arizona.

Mr. HAYWORTH. Mr. Speaker, I thank the gentleman for yielding me this time.

I would be remiss if I did not take time to commend my colleague from the First Congressional District of Arizona (Mr. RENZI) for his hard work in shepherding this legislation through the committee process and for working tirelessly with the Forest Service and all affected parties to achieve consensus on this very important piece of legislation. I would likewise be remiss if I did not recognize my good friend and colleague from the other side of the aisle, the gentleman from American Samoa, who was nice enough to come and visit us in Arizona on many different issues and maintains a great interest in public lands throughout our country and beyond its immediate shores to the place where he calls home.

The Northern Arizona National Forest Land Exchange Act of 2003 provides for a Federal land exchange that places roughly 35,000 acres of pristine ponderosa pine forestland and biologically diverse land, much of which borders an existing wilderness area, into the hands of the United States Forest Service. This bill has been carefully crafted to ensure that the environment, ecosystems, watershed, and forestlands of northern Arizona are protected and preserved.

Mr. Speaker, harbor no delusions. This was an incredibly ambitious piece of work to get done. That is why kudos go to my friend from the first district for working so hard, because the gentleman from Arizona (Mr. RENZI), with this legislation, really refined a concept very similar to what I was pleased and honored to sponsor in the last Congress, together with our late friend, Bob Stump. The concept of this type of land exchange to consolidate the Yavapai Ranch lands just makes sense. Through this land exchange, our Federal Government will receive pristine forestlands that truly belong under the stewardship of the Forest Service to be preserved for future generations.

This exchange was originally initiated by the Forest Service to consolidate the largest remaining "checkerboard" parcel of land in Arizona and to protect the Juniper Mountains forest area from future development. Watershed management, wildlife habitat, and

outdoor recreation in the consolidated land parcel will be preserved through this action.

Additionally, many of the land parcels the Forest Service will trade to accomplish these goals are eagerly sought by the local communities for a variety of worthwhile civic purposes, including expansion of airports, parks, and other municipal facilities. And, as my colleague from the first district mentioned, six summer camps that currently lease lands from the Forest Service will acquire their leased areas. So there will be no uncertainty about this. We will be moving proactively, positively to preserve these youth camps that are so vital for so many children in the West and especially in our great State of Arizona.

Importantly, the land exchange embodied in this bill follows all Federal regulations, especially as they relate to land appraisal methods, public input and involvement, compensation for individuals holding grazing permits, and a requirement for an equal value exchange to ensure that the public is not short-changed in any way, shape, fashion, or form.

As an involved cosponsor of this bill, I can attest to the fact that there has been considerable participation of local elected officials, Forest Service personnel, private citizens, and various citizen groups from northern Arizona and Arizona's Verde Valley in drafting this legislation. Their input, Mr. Speaker, has been invaluable, and I am confident that the bill now put forth by my colleague addresses every major concern that has been brought to light.

Mr. Speaker, as a result of the efforts of the gentleman from Arizona (Mr. RENZI), this bill has been endorsed by the city councils of Flagstaff, Williams, Camp Verde, Cottonwood, Clarkdale, as well as the Yavapai County Board of Supervisors, the Salt River Project, the Arizona Game and Fish Department, the Flagstaff Chamber of Commerce, the Greater Flagstaff Economic Council, the Williams Chamber of Commerce, the Camp Verde Chamber of Commerce, the Cottonwood Chamber of Commerce, the Grand Canyon Trust, the Sedona-Verde Valley Realtors, the Wildlife Conservation Council, the Arizona Antelope Foundation, the Arizona Mule Deer Association, the Central Arizona Land Trust, and the Arizona Republic newspaper; and that is just a partial listing of folks supporting this legislation.

Again, Mr. Speaker, this legislation makes good common sense for our forests and for the people of Arizona. The cost savings for the Federal Government and, therefore, for American taxpayers associated with this land exchange are significant. The savings are accomplished through consolidation of Federal lands that allows for much greater ease in forest management. But much more important, this exchange will ensure that one of the last largest pristine forested parcels in Arizona will pass out of private hands and be pro-

tected from potentially harmful development indefinitely.

Again, Mr. Speaker, let me take time to commend my friend and colleague, the gentleman from Arizona (Mr. RENZI), for his hard work on this important legislation. I am grateful for the opportunity to partner with him on this bill. I am pleased to see my good friend, again, from American Samoa playing a vital role on the other side of the aisle, and I would urge passage of this important piece of legislation.

Mr. FALEOMAVAEGA. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, I want to commend my good friend, the gentleman from Arizona (Mr. HAYWORTH), for his kind words. It is true it was my privilege very recently, in fact, about a week and a half ago, that I had the privilege of visiting the great State of Arizona, finding out that several thousand of my people live in Arizona. I guess they missed the 200 inches of rainfall that we have every year, and they thought maybe by going to Arizona would give them tremendous experience in learning how to live with 3 inches of rainfall every year in that great State.

I do want to commend him for his words and, as the cochairman of the Native American Caucus, I do commend him also for the tremendous work that he does with our Native American community. Again, I thank the gentleman from Indiana (Mr. SOUDER), my good friend, for his leadership in managing this proposed bill; and I urge my colleagues to support this legislation.

Mr. Speaker, I yield back the balance of my time.

Mr. SOUDER. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, in closing, I would like to again thank my colleagues from Arizona. For those in the Chamber and those who watch our proceedings here in Congress, this has been very instructive, because what we see most of the time is us debating, very heatedly, very few bills. Most bills, in fact, that move through Congress move this way. The discussions work out between the two sides.

This bill that we have discussed here for Arizona are huge in the number of the heritage areas, and there are very big tourist questions there. We have revamped the Fish and Wildlife Service, we have protected animals that are endangered from around the world, and we have done it in a bipartisan way. That is the way most legislation moves, and tonight we are seeing how the system works when we can compromise. But most of what people see on TV are the few times it breaks down. Those are big issues. They are important. But it is important to know that we do both things here in Washington. We do not just do the arguing; we also do the working together.

Mr. Speaker, I yield back the balance of my time.

The SPEAKER pro tempore (Mr. PEARCE). The question is on the motion

offered by the gentleman from Indiana (Mr. SOUDER) that the House suspend the rules and pass the bill, H.R. 2907, as amended.

The question was taken; and (two-thirds having voted in favor thereof) the rules were suspended and the bill, as amended, was passed.

A motion to reconsider was laid on the table.

#### KALOKO-HONOKOHAU NATIONAL HISTORIC PARK ADDITION ACT OF 2003

Mr. SOUDER. Mr. Speaker, I move to suspend the rules and pass the Senate bill (S. 254) to revise the boundary of the Kaloko-Honokohau National Historical Park in the State of Hawaii, and for other purposes.

The Clerk read as follows:

S. 254

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

#### SECTION 1. SHORT TITLE.

This Act may be cited as the "Kaloko-Honokohau National Historical Park Addition Act of 2003".

#### SEC. 2. ADDITIONS TO KALOKO-HONOKOHAU NATIONAL HISTORICAL PARK.

Section 505(a) of Public Law 95-625 (16 U.S.C. 396d(a)) is amended—

(1) by striking "(a) In order" and inserting "(a)(1) In order";

(2) by striking "1978," and all that follows and inserting "1978."; and

(3) by adding at the end the following new paragraphs:

"(2) The boundaries of the park are modified to include lands and interests therein comprised of Parcels 1 and 2 totaling 2.14 acres, identified as 'Tract A' on the map entitled 'Kaloko-Honokohau National Historical Park Proposed Boundary Adjustment', numbered PWR (PISO) 466/82,043 and dated April 2002.

"(3) The maps referred to in this subsection shall be on file and available for public inspection in the appropriate offices of the National Park Service."

#### SEC. 3. AUTHORIZATIONS OF APPROPRIATIONS.

There are authorized to be appropriated such sums as may be necessary to carry out this Act.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Indiana (Mr. SOUDER) and the gentleman from American Samoa (Mr. FALEOMAVAEGA) each will control 20 minutes.

The Chair recognizes the gentleman from Indiana (Mr. SOUDER).

GENERAL LEAVE

Mr. SOUDER. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days within which to revise and extend their remarks and include extraneous material on the bill under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Indiana?

There was no objection.

Mr. SOUDER. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, S. 254, introduced by Senator DANIEL AKAKA, would adjust the boundary of the Kaloko-Honokohau