

Calendar No. 55

109TH CONGRESS
1ST SESSION

S. 161

[Report No. 109–40]

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

IN THE SENATE OF THE UNITED STATES

JANUARY 25, 2005

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

MARCH 16, 2005

Reported by Mr. DOMENICI, without amendment

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,*

1 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

2 (a) SHORT TITLE.—This Act may be cited as the
3 “Northern Arizona Land Exchange and Verde River
4 Basin Partnership Act of 2005”.

5 (b) TABLE OF CONTENTS.—The table of contents of
6 this Act is as follows:

Sec. 1. Short title; table of contents.

TITLE I—NORTHERN ARIZONA LAND EXCHANGE

Sec. 101. Definitions.
Sec. 102. Land exchange.
Sec. 103. Description of non-Federal land.
Sec. 104. Description of Federal land.
Sec. 105. Status and management of land after exchange.
Sec. 106. Miscellaneous provisions.
Sec. 107. Conveyance of additional land.

TITLE II—VERDE RIVER BASIN PARTNERSHIP

Sec. 201. Purpose.
Sec. 202. Definitions.
Sec. 203. Verde River Basin Partnership.
Sec. 204. Verde River Basin studies.
Sec. 205. Verde River Basin Partnership final report.
Sec. 206. Memorandum of understanding.
Sec. 207. Effect.

7 **TITLE I—NORTHERN ARIZONA**
8 **LAND EXCHANGE**

9 **SEC. 101. DEFINITIONS.**

10 In this title:

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

15 (2) CITIES.—The term “cities” means the cities
16 of Flagstaff, Williams, and Camp Verde, Arizona.

1 (3) FEDERAL LAND.—The term “Federal land”
2 means the land described in section 104.

3 (4) NON-FEDERAL LAND.—The term “non-Fed-
4 eral land” means the land described in section 103.

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

7 (6) YAVAPAI RANCH.—The term “Yavapai
8 Ranch” means the Yavapai Ranch Limited Partner-
9 ship, an Arizona Limited Partnership, and the
10 Northern Yavapai, L.L.C., an Arizona Limited Li-
11 ability Company.

12 **SEC. 102. LAND EXCHANGE.**

13 (a) IN GENERAL.—(1) Upon the conveyance by
14 Yavapai Ranch of title to the non-Federal land identified
15 in section 103, the Secretary shall simultaneously convey
16 to Yavapai Ranch title to the Federal land identified in
17 section 104.

18 (2) Title to the lands to be exchanged shall be in a
19 form acceptable to the Secretary and Yavapai Ranch.

20 (3) The Federal and non-Federal lands to be ex-
21 changed under this title may be modified prior to the ex-
22 change as provided in this title.

23 (4)(A) By mutual agreement, the Secretary and
24 Yavapai Ranch may make minor and technical corrections
25 to the maps and legal descriptions of the lands and inter-

1 ests therein exchanged or retained under this title, includ-
2 ing changes, if necessary to conform to surveys approved
3 by the Bureau of Land Management.

4 (B) In the case of any discrepancy between a map
5 and legal description, the map shall prevail unless the Sec-
6 retary and Yavapai Ranch agree otherwise.

7 (b) EXCHANGE PROCESS.—(1) Except as otherwise
8 provided in this title, the land exchange under subsection
9 (a) shall be undertaken in accordance with section 206
10 of the Federal Land Policy and Management Act (43
11 U.S.C. 1716).

12 (2) Before completing the land exchange under this
13 title, the Secretary shall perform any necessary land sur-
14 veys and pre-exchange inventories, clearances, reviews,
15 and approvals, including those relating to hazardous mate-
16 rials, threatened and endangered species, cultural and his-
17 toric resources, and wetlands and flood plains.

18 (c) EQUAL VALUE EXCHANGE.—(1) The value of the
19 Federal land and the non-Federal land shall be equal, or
20 equalized by the Secretary by adjusting the acreage of the
21 Federal land in accordance with paragraph (2).

22 (2) If the final appraised value of the Federal land
23 exceeds the final appraised value of the non-Federal land,
24 prior to making other adjustments, the Federal lands shall

1 be adjusted by deleting all or part of the parcels or por-
 2 tions of the parcels in the following order:

3 (A) A portion of the Camp Verde parcel de-
 4 scribed in section 104(a)(4), comprising approxi-
 5 mately 316 acres, located in the Prescott National
 6 Forest, and more particularly described as lots 1, 5,
 7 and 6 of section 26, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ portion of sec-
 8 tion 26 and the N $\frac{1}{2}$ N $\frac{1}{2}$ portion of section 27,
 9 Township 14 North, Range 4 East, Gila and Salt
 10 River Base and Meridian, Yavapai County, Arizona.

11 (B) A portion of the Camp Verde parcel de-
 12 scribed in section 104(a)(4), comprising approxi-
 13 mately 314 acres, located in the Prescott National
 14 Forest, and more particularly described as lots 2, 7,
 15 8, and 9 of section 26, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ portion of
 16 section 26, and the S $\frac{1}{2}$ N $\frac{1}{2}$ of section 27, Township
 17 14 North, Range 4 East, Gila and Salt River Base
 18 and Meridian, Yavapai County, Arizona.

19 (C) Beginning at the south boundary of section
 20 31, Township 20 North, Range 5 West, Gila and
 21 Salt River Base and Meridian, Yavapai County, Ari-
 22 zona, and sections 33 and 35, Township 20 North,
 23 Range 6 West, Gila and Salt River Base and Merid-
 24 ian, Yavapai County, Arizona, by adding to the non-
 25 Federal land to be conveyed to the United States in

1 1/8-section increments (E–W 64th line) while delet-
 2 ing from the conveyance to Yavapai Ranch Federal
 3 land in the same incremental portions of section 32,
 4 Township 20 North, Range 5 West, Gila and Salt
 5 River Base and Meridian, Yavapai County, Arizona,
 6 and sections 32, 34, and 36 in Township 20 North,
 7 Range 6 West, Gila and Salt River Base and Merid-
 8 ian, Yavapai County, Arizona, to establish a linear
 9 and continuous boundary that runs east-to-west
 10 across the sections.

11 (D) Any other parcels, or portions thereof,
 12 agreed to by the Secretary and Yavapai Ranch.

13 (3) If any parcel of Federal land or non-Federal land
 14 is not conveyed because of any reason, that parcel of land,
 15 or portion thereof, shall be excluded from the exchange
 16 and the remaining lands shall be adjusted as provided in
 17 this subsection.

18 (4) If the value of the Federal land exceeds the value
 19 of the non-Federal land by more than \$50,000, the Sec-
 20 retary and Yavapai Ranch shall, by mutual agreement, de-
 21 lete additional Federal land from the exchange until the
 22 value of the Federal land and non-Federal land is, to the
 23 maximum extent practicable, equal.

24 (d) APPRAISALS.—(1) The value of the Federal land
 25 and non-Federal land shall be determined by appraisals

1 prepared in accordance with the Uniform Appraisal
2 Standards for Federal Land Acquisitions and the Uniform
3 Standards of Professional Appraisal Practice.

4 (2)(A) After the Secretary has reviewed and approved
5 the final appraised values of the Federal land and non-
6 Federal land to be exchanged, the Secretary shall not be
7 required to reappraise or update the final appraised values
8 before the completion of the land exchange.

9 (B) This paragraph shall apply during the three-year
10 period following the approval by the Secretary of the final
11 appraised values of the Federal land and non-Federal land
12 unless the Secretary and Yavapai Ranch have entered into
13 an agreement to implement the exchange.

14 (3) During the appraisal process, the appraiser shall
15 determine the value of each parcel of Federal land and
16 non-Federal land (including the contributory value of each
17 individual section of the intermingled Federal and non-
18 Federal land of the property described in sections 103(a)
19 and 104(a)(1)) as an assembled transaction.

20 (4)(A) To ensure the timely and full disclosure to the
21 public of the final appraised values of the Federal land
22 and non-Federal land, the Secretary shall provide public
23 notice of any appraisals approved by the Secretary and
24 copies of such appraisals shall be available for public in-

1 spection in appropriate offices of the Prescott, Coconino,
2 and Kaibab National Forests.

3 (B) The Secretary shall also provide copies of any
4 approved appraisals to the cities and the owners of the
5 camps described in section 101(1).

6 (e) CONTRACTING.—(1) If the Secretary lacks ade-
7 quate staff or resources to complete the exchange by the
8 date specified in section 106(e), Yavapai Ranch, subject
9 to the agreement of the Secretary, may contract with inde-
10 pendent third-party contractors to carry out any work nec-
11 essary to complete the exchange by that date.

12 (2) If, in accordance with this subsection, Yavapai
13 Ranch contracts with an independent third-party con-
14 tractor to carry out any work that would otherwise be per-
15 formed by the Secretary, the Secretary shall reimburse
16 Yavapai Ranch for the costs for the third-party contrac-
17 tors.

18 (f) EASEMENTS.—(1) The exchange of non-Federal
19 and Federal land under this title shall be subject to any
20 easements, rights-of-way, utility lines, and any other valid
21 encumbrances in existence on the date of enactment of
22 this Act, including acquired easements for water pipelines
23 as generally depicted on the map entitled “Yavapai Ranch
24 Land Exchange, YRLP Acquired Easements for Water
25 Lines” dated August 2004, and any other reservations

1 that may be agreed to by the Secretary and Yavapai
2 Ranch.

3 (2) Upon completion of the land exchange under this
4 title, the Secretary and Yavapai Ranch shall grant each
5 other at no charge reciprocal easements for access and
6 utilities across, over, and through—

7 (A) the routes depicted on the map entitled
8 “Yavapai Ranch Land Exchange, Road and Trail
9 Easements, Yavapai Ranch Area” dated August
10 2004; and

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

13 (3) An easement described in paragraph (2) shall be
14 unrestricted and non-exclusive in nature and shall run
15 with and benefit the land.

16 (g) CONVEYANCE OF FEDERAL LAND TO CITIES AND
17 CAMPS.—(1) Prior to the completion of the land exchange
18 between Yavapai Ranch and the Secretary, the cities and
19 the owners of the camps may enter into agreements with
20 Yavapai Ranch whereby Yavapai Ranch, upon completion
21 of the land exchange, will convey to the cities or the own-
22 ers of the camps the applicable parcel of Federal land or
23 portion thereof.

24 (2) If Yavapai Ranch and the cities or camp owners
25 have not entered into agreements in accordance with para-

1 graph (1), the Secretary shall, on notification by the cities
2 or owners of the camps no later than 30 days after the
3 date the relevant approved appraisal is made publicly
4 available, delete the applicable parcel or portion thereof
5 from the land exchange between Yavapai Ranch and the
6 United States as follows:

7 (A) Upon request of the City of Flagstaff, Ari-
8 zona, the parcels, or portion thereof, described in
9 section 104(a)(2).

10 (B) Upon request of the City of Williams, Ari-
11 zona, the parcels, or portion thereof, described in
12 section 104(a)(3).

13 (C) Upon request of the City of Camp Verde,
14 Arizona, a portion of the parcel described in section
15 104(a)(4), comprising approximately 514 acres lo-
16 cated southeast of the southeastern boundary of the
17 I-17 right-of-way, and more particularly described
18 as the SE $\frac{1}{4}$ portion of the southeast quarter of sec-
19 tion 26, the E $\frac{1}{2}$ and the E $\frac{1}{2}$ W $\frac{1}{2}$ portions of sec-
20 tion 35, and lots 5 through 7 of section 36, Town-
21 ship 14 North, Range 4 East, Gila and Salt River
22 Base and Meridian, Yavapai County, Arizona.

23 (D) Upon request of the owners of the
24 Younglife Lost Canyon camp, the parcel described in
25 section 104(a)(5).

1 (E) Upon request of the owner of Friendly
2 Pines Camp, Patterdale Pines Camp, Camp
3 Pearlstein, Pine Summit, or Sky Y Camp, as appli-
4 cable, the corresponding parcel described in section
5 104(a)(6).

6 (3)(A) Upon request of the specific city or camp ref-
7 erenced in paragraph (2), the Secretary shall convey to
8 such city or camp all right, title, and interest of the United
9 States in and to the applicable parcel of Federal land or
10 portion thereof, upon payment of the fair market value
11 of the parcel and subject to any terms and conditions the
12 Secretary may require.

13 (B) A conveyance under this paragraph shall not re-
14 quire new administrative or environmental analyses or ap-
15 praisals beyond those prepared for the land exchange.

16 (4) A city or owner of a camp purchasing land under
17 this subsection shall reimburse Yavapai Ranch for any
18 costs incurred which are directly associated with surveys
19 and appraisals of the specific property conveyed.

20 (5) A conveyance of land under this subsection shall
21 not affect the timing of the land exchange.

22 (6) Nothing in this subsection limits the authority of
23 the Secretary or Yavapai Ranch to delete any of the par-
24 cels referenced in this subsection from the land exchange.

1 (7)(A) The Secretary shall deposit the proceeds of
 2 any sale under paragraph (2) in a special account in the
 3 fund established under Public Law 90–171 (commonly
 4 known as the “Sisk Act”) (16 U.S.C. 484a).

5 (B) Amounts deposited under subparagraph (A) shall
 6 be available to the Secretary, without further appropria-
 7 tion, to be used for the acquisition of land in the State
 8 of Arizona for addition to the National Forest System, in-
 9 cluding the land to be exchanged under this title.

10 **SEC. 103. DESCRIPTION OF NON-FEDERAL LAND.**

11 (a) IN GENERAL.—The non-Federal land referred to
 12 in this title consists of approximately 35,000 acres of pri-
 13 vately-owned land within the boundaries of the Prescott
 14 National Forest, as generally depicted on the map entitled
 15 “Yavapai Ranch Land Exchange, Non-Federal Lands”,
 16 dated August 2004.

17 (b) EASEMENTS.—(1) The conveyance of non-Fed-
 18 eral land to the United States under section 102 shall be
 19 subject to the reservation of—

20 (A) water rights and perpetual easements that
 21 run with and benefit the land retained by Yavapai
 22 Ranch for—

23 (i) the operation, maintenance, repair, im-
 24 provement, development, and replacement of

1 not more than 3 wells in existence on the date
2 of enactment of this Act;

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

5 (iii) pipelines to point of use; and

6 (B) easements for reasonable access to accom-
7 plish the purposes of the easements described in
8 subparagraph (A).

9 (2) Each easement for an existing well referred to
10 in paragraph (1) shall be 40 acres in area, and to the
11 maximum extent practicable, centered on the existing well.

12 (3) The United States shall be entitled to one-half
13 the production of each existing or replacement well, not
14 to exceed a total of 3,100,000 gallons of water annually
15 for National Forest System purposes.

16 (4) The locations of the easements and wells shall be
17 as generally depicted on the map entitled “Yavapai Ranch
18 Land Exchange, Reserved Easements for Water Lines and
19 Wells”, dated August 2004.

20 **SEC. 104. DESCRIPTION OF FEDERAL LAND.**

21 (a) IN GENERAL.—The Federal land referred to in
22 this title consists of the following:

23 (1) Certain land comprising approximately
24 15,300 acres located in the Prescott National For-
25 est, as generally depicted on the map entitled

1 “Yavapai Ranch Land Exchange, Yavapai Ranch
2 Area Federal Lands”, dated August 2004.

3 (2) Certain land located in the Coconino Na-
4 tional Forest—

5 (A) comprising approximately 1,500 acres
6 as generally depicted on the map entitled
7 “Yavapai Ranch Land Exchange, Flagstaff
8 Federal Lands Airport Parcel”, dated August
9 2004; and

10 (B) comprising approximately 28.26 acres
11 in two separate parcels, as generally depicted
12 on the map entitled “Yavapai Ranch Land Ex-
13 change, Flagstaff Federal Lands Wetzel School
14 and Mt. Elden Parcels”, dated August 2004.

15 (3) Certain land located in the Kaibab National
16 Forest, and referred to as the Williams Airport, Wil-
17 liams golf course, Williams Sewer, Buckskinner
18 Park, Williams Railroad, and Well parcels number 2,
19 3, and 4, cumulatively comprising approximately 950
20 acres, as generally depicted on the map entitled
21 “Yavapai Ranch Land Exchange, Williams Federal
22 Lands”, dated August 2004.

23 (4) Certain land located in the Prescott Na-
24 tional Forest, comprising approximately 2,200 acres,
25 as generally depicted on the map entitled “Yavapai

1 Ranch Land Exchange, Camp Verde Federal Land
2 General Crook Parcel”, dated August 2004.

3 (5) Certain land located in the Kaibab National
4 Forest, comprising approximately 237.5 acres, as
5 generally depicted on the map entitled “Yavapai
6 Ranch Land Exchange, Younglife Lost Canyon”,
7 dated August 2004.

8 (6) Certain land located in the Prescott Na-
9 tional Forest, including the “Friendly Pines”,
10 “Patterdale Pines”, “Camp Pearlstein”, “Pine Sum-
11 mit”, and “Sky Y” camps, cumulatively comprising
12 approximately 200 acres, as generally depicted on
13 the map entitled “Yavapai Ranch Land Exchange,
14 Prescott Federal Lands, Summer Youth Camp Par-
15 cels”, dated August 2004.

16 (b) CONDITION OF CONVEYANCE OF CAMP VERDE
17 PARCEL.—(1) To conserve water in the Verde Valley, Ari-
18 zona, and to minimize the adverse impacts from future
19 development of the Camp Verde General Crook parcel de-
20 scribed in subsection (a)(4) on current and future holders
21 of water rights in existence of the date of enactment of
22 this Act and the Verde River and National Forest System
23 lands retained by the United States, the United States
24 shall limit in perpetuity the use of water on the parcel
25 by reserving conservation easements that—

1 (A) run with the land;

2 (B) prohibit golf course development on the
3 parcel;

4 (C) require that any public park or greenbelt on
5 the parcel be watered with treated wastewater;

6 (D) limit total post-exchange water use on the
7 parcel to not more than 300 acre-feet of water per
8 year;

9 (E) provide that any water supplied by munici-
10 palities or private water companies shall count to-
11 wards the post-exchange water use limitation de-
12 scribed in subparagraph (D); and

13 (F) except for water supplied to the parcel by
14 municipal water service providers or private water
15 companies, require that any water used for the par-
16 cel not be withdrawn from wells perforated in the
17 saturated Holocene alluvium of the Verde River.

18 (2) If Yavapai Ranch conveys the Camp Verde parcel
19 described in subsection (a)(4), or any portion thereof, the
20 terms of conveyance shall include a recorded and binding
21 agreement of the quantity of water available for use on
22 the land conveyed, as determined by Yavapai Ranch, ex-
23 cept that total water use on the Camp Verde parcel may
24 not exceed the amount specified in paragraph (1)(D).

1 (3) The Secretary may enter into a memorandum of
 2 understanding with the State or political subdivision of the
 3 State to enforce the terms of the conservation easement.

4 **SEC. 105. STATUS AND MANAGEMENT OF LAND AFTER EX-**
 5 **CHANGE.**

6 (a) IN GENERAL.—Land acquired by the United
 7 States under this title shall become part of the Prescott
 8 National Forest and shall be administered by the Sec-
 9 retary in accordance with this title and the laws applicable
 10 to the National Forest System.

11 (b) GRAZING.—Where grazing on non-Federal land
 12 acquired by the Secretary under this title occurs prior to
 13 the date of enactment of this Act, the Secretary may man-
 14 age the land to allow for continued grazing use, in accord-
 15 ance with the laws generally applicable to domestic live-
 16 stock grazing on National Forest System land.

17 (c) TIMBER HARVESTING.—(1) After completion of
 18 the land exchange under this title, except as provided in
 19 paragraph (2), commercial timber harvesting shall be pro-
 20 hibited on the non-Federal land acquired by the United
 21 States.

22 (2) Timber harvesting may be conducted on the non-
 23 Federal land acquired under this title if the Secretary de-
 24 termines that such harvesting is necessary—

1 (A) to prevent or control fires, insects, and dis-
2 ease through forest thinning or other forest manage-
3 ment techniques;

4 (B) to protect or enhance grassland habitat,
5 watershed values, native plants and wildlife species;
6 or

7 (C) to improve forest health.

8 **SEC. 106. MISCELLANEOUS PROVISIONS.**

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

13 (b) WITHDRAWAL OF FEDERAL LAND.—Subject to
14 valid existing rights, the Federal land is withdrawn from
15 all forms of entry and appropriation under the public land
16 laws; location, entry, and patent under the mining laws;
17 and operation of the mineral leasing and geothermal leas-
18 ing laws, until the date on which the land exchange is com-
19 pleted.

20 (c) COMPLETION OF EXCHANGE.—It is the intent of
21 Congress that the land exchange authorized and directed
22 under this title be completed not later than 18 months
23 after the date of enactment of this Act.

1 **SEC. 107. CONVEYANCE OF ADDITIONAL LAND.**

2 (a) IN GENERAL.—The Secretary shall convey to a
3 person that represents the majority of landowners with en-
4 croachments on the lot by quitclaim deed the parcel of
5 land described in subsection (b).

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

10 (c) AMOUNT OF CONSIDERATION.—In exchange for
11 the land described in subsection (b), the person acquiring
12 the land shall pay to the Secretary consideration in the
13 amount of—

14 (1) \$2500; plus

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

17 (d) TIMING.—(1) Not later than 90 days after the
18 date on which the Secretary receives a power of attorney
19 executed by the person acquiring the land, the Secretary
20 shall convey to the person the land described in subsection
21 (b).

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

25 (A) the authority provided under this section
26 shall terminate; and

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

3 **TITLE II—VERDE RIVER BASIN**
 4 **PARTNERSHIP**

5 **SEC. 201. PURPOSE.**

6 The purpose of this title is to authorize assistance
 7 for a collaborative and science-based water resource plan-
 8 ning and management partnership for the Verde River
 9 Basin in the State of Arizona, consisting of members that
 10 represent—

- 11 (1) Federal, State, and local agencies; and
- 12 (2) economic, environmental, and community
- 13 water interests in the Verde River Basin.

14 **SEC. 202. DEFINITIONS.**

15 In this title:

16 (1) DIRECTOR.—The term “Director” means
 17 the Director of the Arizona Department of Water
 18 Resources.

19 (2) PARTNERSHIP.—The term “Partnership”
 20 means the Verde River Basin Partnership.

21 (3) PLAN.—The term “plan” means the plan
 22 for the Verde River Basin required by section
 23 204(a)(1).

24 (4) SECRETARY.—The term “Secretary” means
 25 the Secretary of Agriculture.

1 (5) STATE.—The term “State” means the State
2 of Arizona.

3 (6) VERDE RIVER BASIN.—The term “Verde
4 River Basin” means the land area designated by the
5 Arizona Department of Water Resources as encom-
6 passing surface water and groundwater resources,
7 including drainage and recharge areas with a hydro-
8 logic connection to the Verde River.

9 (7) WATER BUDGET.—The term “water budg-
10 et” means the accounting of—

11 (A) the quantities of water leaving the
12 Verde River Basin—

13 (i) as discharge to the Verde River
14 and tributaries;

15 (ii) as subsurface outflow;

16 (iii) as evapotranspiration by riparian
17 vegetation;

18 (iv) as surface evaporation;

19 (v) for agricultural use; and

20 (vi) for human consumption; and

21 (B) the quantities of water replenishing
22 the Verde River Basin by precipitation, infiltra-
23 tion, and subsurface inflows.

1 **SEC. 203. VERDE RIVER BASIN PARTNERSHIP.**

2 (a) IN GENERAL.—The Secretary may participate in
 3 the establishment of a partnership, to be known as the
 4 “Verde River Basin Partnership”, made up of Federal,
 5 State, local governments, and other entities with respon-
 6 sibilities and expertise in water to coordinate and cooper-
 7 ate in the identification and implementation of comprehen-
 8 sive science-based policies, projects, and management ac-
 9 tivities relating to the Verde River Basin.

10 (b) AUTHORIZATION OF APPROPRIATIONS.—On es-
 11 tablishment of the Partnership, there are authorized to be
 12 appropriated to the Secretary and the Secretary of the In-
 13 terior such sums as are necessary to carry out the activi-
 14 ties of the Partnership for each of fiscal years 2006
 15 through 2010.

16 **SEC. 204. VERDE RIVER BASIN STUDIES.**

17 (a) STUDIES.—

18 (1) IN GENERAL.—The Partnership shall pre-
 19 pare a plan for conducting water resource studies in
 20 the Verde River Basin that identifies—

21 (A) the primary study objectives to fulfill
 22 water resource planning and management needs
 23 for the Verde River Basin; and

24 (B) the water resource studies, hydrologic
 25 models, surface and groundwater monitoring
 26 networks, and other analytical tools helpful in

1 the identification of long-term water supply
 2 management options within the Verde River
 3 Basin.

4 (2) REQUIREMENTS.—At a minimum, the plan
 5 shall—

6 (A) include a list of specific studies and
 7 analyses that are needed to support Partnership
 8 planning and management decisions;

9 (B) identify any ongoing or completed
 10 water resource or riparian studies that are rel-
 11 evant to water resource planning and manage-
 12 ment for the Verde River Basin;

13 (C) describe the estimated cost and dura-
 14 tion of the proposed studies and analyses; and

15 (D) designate as a study priority the com-
 16 pilation of a water budget analysis for the
 17 Verde Valley.

18 (b) VERDE VALLEY WATER BUDGET ANALYSIS.—

19 (1) IN GENERAL.—Subject to the availability of
 20 appropriations, not later than 14 months after the
 21 date of enactment of this Act, the Director of the
 22 U.S. Geological Survey, in cooperation with the Di-
 23 rector, shall prepare and submit to the Partnership
 24 a report that provides a water budget analysis of the

1 portion of the Verde River Basin within the Verde
2 Valley.

3 (2) COMPONENTS.—The report submitted
4 under paragraph (1) shall include—

5 (A) a summary of the information avail-
6 able on the hydrologic flow regime for the por-
7 tion of the Middle Verde River from the
8 Clarkdale streamgauging station to the city of
9 Camp Verde at United States Geological Survey
10 Stream Gauge 09506000;

11 (B) with respect to the portion of the Mid-
12 dle Verde River described in subparagraph (A),
13 estimates of—

14 (i) the inflow and outflow of surface
15 water and groundwater;

16 (ii) annual consumptive water use;
17 and

18 (iii) changes in groundwater storage;
19 and

20 (C) an analysis of the potential long-term
21 consequences of various water use scenarios on
22 groundwater levels and Verde River flows.

23 (c) PRELIMINARY REPORT AND RECOMMENDA-
24 TIONS.—.

1 (1) IN GENERAL.—Not later than 16 months
2 after the date of enactment of this Act, using the in-
3 formation provided in the report submitted under
4 subsection (b) and any other relevant information,
5 the Partnership shall submit to the Secretary, the
6 Governor of Arizona, and representatives of the
7 Verde Valley communities, a preliminary report that
8 sets forth the findings and recommendations of the
9 Partnership regarding the long-term available water
10 supply within the Verde Valley.

11 (2) CONSIDERATION OF RECOMMENDATIONS.—
12 The Secretary may take into account the rec-
13 ommendations included in the report submitted
14 under paragraph (1) with respect to decisions affect-
15 ing land under the jurisdiction of the Secretary, in-
16 cluding any future sales or exchanges of Federal
17 land in the Verde River Basin after the date of en-
18 actment of this Act.

19 (3) EFFECT.—Any recommendations included
20 in the report submitted under paragraph (1) shall
21 not affect the land exchange process or the apprais-
22 als of the Federal land and non-Federal land con-
23 ducted under sections 103 and 104.

1 **SEC. 205. VERDE RIVER BASIN PARTNERSHIP FINAL RE-**
2 **PORT.**

3 Not later than 4 years after the date of enactment
4 of this Act, the Partnership shall submit to the Secretary
5 and the Governor of Arizona a final report that—

6 (1) includes a summary of the results of any
7 water resource assessments conducted under this
8 title in the Verde River Basin;

9 (2) identifies any areas in the Verde River
10 Basin that are determined to have groundwater defi-
11 cits or other current or potential water supply prob-
12 lems;

13 (3) identifies long-term water supply manage-
14 ment options for communities and water resources
15 within the Verde River Basin; and

16 (4) identifies water resource analyses and moni-
17 toring needed to support the implementation of man-
18 agement options.

19 **SEC. 206. MEMORANDUM OF UNDERSTANDING.**

20 The Secretary (acting through the Chief of the Forest
21 Service) and the Secretary of the Interior, shall enter into
22 a memorandum of understanding authorizing the United
23 States Geological Survey to access Forest Service land (in-
24 cluding stream gauges, weather stations, wells, or other
25 points of data collection on the Forest Service land) to
26 carry out this title.

1 **SEC. 207. EFFECT.**

2 Nothing in this title diminishes or expands State or
3 local jurisdiction, responsibilities, or rights with respect to
4 water resource management or control.

Calendar No. 55

109TH CONGRESS
1ST Session

S. 161

[Report No. 109-40]

A BILL

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

MARCH 16, 2005

Reported without amendment