

Calendar No. 461

107<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION**H. R. 3958**

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IN THE SENATE OF THE UNITED STATES

APRIL 10, 2002

Received; read twice and referred to the Committee on Environment and  
Public Works

JUNE 27, 2002

Reported by Mr. JEFFORDS, without amendment

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**AN ACT**

To provide a mechanism for the settlement of claims of  
the State of Utah regarding portions of the Bear River  
Migratory Bird Refuge located on the shore of the Great  
Salt Lake, Utah.

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

3       **SECTION 1. SHORT TITLE.**

4       This Act may be cited as the “Bear River Migratory  
5       Bird Refuge Settlement Act of 2002”.

6       **SEC. 2. FINDINGS.**

7       Congress finds the following:

1           (1) The Secretary of the Interior and the State  
2 of Utah have negotiated a preliminary agreement  
3 concerning the ownership of lands within the Bear  
4 River Migratory Bird Refuge located in Bear River  
5 Bay of the Great Salt Lake, Utah.

6           (2) The State is entitled to ownership of those  
7 sovereign lands constituting the bed of the Great  
8 Salt Lake, and, generally, the location of the sov-  
9 ereign lands boundary was set by an official survey  
10 of the Great Salt Lake meander line.

11          (3) The establishment of the Refuge in 1928  
12 along the shore of the Great Salt Lake, and lack of  
13 a meander line survey within the Refuge, has led to  
14 uncertainty of ownership of some those sovereign  
15 lands.

16          (4) In order to settle the uncertainty concerning  
17 the sovereign land boundary caused by the gap in  
18 the surveyed Great Salt Lake meander line within  
19 the Refuge, the Secretary and the State have agreed  
20 to the establishment of a fixed sovereign land bound-  
21 ary along the southern boundary of the Refuge and  
22 the State has agreed to release any claim to the lake  
23 bed above such boundary line.

24          (5) The Secretary and the State have expressed  
25 their intentions to establish a mutually agreed upon

1 procedure to address the conflicting claims to owner-  
2 ship of the lands and interests in land within the  
3 Refuge.

4 **SEC. 3. DEFINITIONS.**

5 In this Act:

6 (1) SECRETARY.—The term “Secretary” means  
7 the Secretary of the Interior.

8 (2) REFUGE.—The term “Refuge” means the  
9 Bear River Migratory Bird Refuge located in Bear  
10 River Bay of the Great Salt Lake, Utah.

11 (3) AGREEMENT.—The term “agreement”  
12 means the agreement to be signed by the Secretary  
13 and the State to establish a mutually agreeable pro-  
14 cedure for addressing the conflicting claims to own-  
15 ership of the lands and interests in land within the  
16 Refuge.

17 (4) STATE.—The term “State” means the State  
18 of Utah.

19 **SEC. 4. REQUIRED TERMS OF LAND CLAIMS SETTLEMENT,**  
20 **BEAR RIVER MIGRATORY BIRD REFUGE,**  
21 **UTAH.**

22 (a) SPECIFIC TERMS REQUIRED IN AGREEMENT.—  
23 The Secretary shall not enter into an agreement with the  
24 State for the quitclaim or other transfer of lands or inter-

1   ests in lands within the Refuge unless the terms of the  
2   agreement include each of the following provisions:

3           (1) Nothing in the agreement shall be construed  
4           to impose upon the State or any of agency of the  
5           State any obligation to convey to the United States  
6           any interest in water owned or controlled by the  
7           State, except upon appropriate terms and for ade-  
8           quate consideration.

9           (2) Nothing in the agreement shall constitute  
10          admission or denial of the United States claim to a  
11          Federal reserved water right.

12          (3) The State shall support the United States  
13          application to add an enlarged Hyrum Reservoir, or  
14          another storage facility, as an alternate place of  
15          storage under the Refuge's existing 1000 cubic feet  
16          per second State certified water right. Such support  
17          shall be contingent upon demonstration by the  
18          United States that no injury to water rights shall  
19          occur as a result of the addition.

20          (4) Nothing in the agreement shall affect juris-  
21          diction by the State or the United States Fish and  
22          Wildlife Service over wildlife resources management,  
23          including fishing, hunting and trapping, within the  
24          Refuge.

1           (5) If the State elects to bring suit against the  
2       United States challenging the validity of the deed  
3       issued pursuant to the agreement, and if such suit  
4       is successful in invalidating such deed, the State  
5       will—

6                   (A) pay the United States for the fair mar-  
7       ket value of all real property improvements on  
8       the property at the time of invalidation, such as  
9       dikes, water control structures and buildings;

10                   (B) repay any amounts paid by the United  
11       States because of ownership of the land by the  
12       United States from the date of establishment of  
13       the Refuge, such as payments in lieu of taxes;  
14       and

15                   (C) repay any amounts paid to the State  
16       pursuant to the agreement.

17       (6) Subject to the availability of funds for this  
18       purpose, the Secretary shall agree to pay  
19       \$15,000,000 to the State upon delivery by the State  
20       of a quitclaim deed that meets all applicable stand-  
21       ards of the Department of Justice and covers all  
22       lands and interests in lands claimed by the State  
23       within the Refuge. Such payment shall be subject to  
24       the condition that the State use the payment for the

1 purposes, and in the amounts, specified in sub-  
2 sections (b) and (c).

3 (b) WETLANDS AND WILDLIFE PROTECTION PRO-  
4 GRAMS.—

5 (1) DEPOSIT.—The State shall deposit  
6 \$10,000,000 of the amount paid pursuant to the  
7 agreement, as required by subsection (a)(6), in a re-  
8 stricted account, known as the Wetlands and Habi-  
9 tat Protection Account, to be used as provided in  
10 paragraph (2).

11 (2) AUTHORIZED USES.—The Executive Direc-  
12 tor of the Utah Department of Natural Resources  
13 may withdraw from the Wetlands and Habitat Pro-  
14 tection Account, on an annual basis, amounts equal  
15 to the interest earned on the amount deposited  
16 under paragraph (1) for the following purposes:

17 (A) Wetland or open space protection in  
18 and near the Great Salt Lake.

19 (B) Enhancement and acquisition of wild-  
20 life habitat in and near the Great Salt Lake.

21 (c) RECREATIONAL TRAILS AND STREAMS DEVELOP-  
22 MENT AND EXPANSION.—The Utah Department of Nat-  
23 ural Resources shall use \$5,000,000 of the amount paid  
24 pursuant to the agreement, as required by subsection  
25 (a)(6), for the following purposes:

1           (1) Development, improvement, and expansion  
2       of motorized and non-motorized recreational trails  
3       on public and private lands in the State, with pri-  
4       ority given to providing trail access to the Great Salt  
5       Lake as part of the proposed Shoshone and Ogden-  
6       Weber trail systems.

7           (2) Preservation, reclamation, enhancement,  
8       and conservation of streams in the State.

9       (d) COORDINATION OF PROJECTS.—The Executive  
10     Director of the Utah Department of Natural Resources  
11     shall seek to maximize the use of funds under subsections  
12     (b) and (c) through coordination with nonprofit organiza-  
13     tions, Federal agencies, other agencies of the State, and  
14     local governments, and shall give priority to those projects  
15     under such subsections that include Federal, State, or pri-  
16     vate matching funds.

17       (e) AUTHORIZATION OF APPROPRIATIONS.—There is  
18     authorized to be appropriated \$15,000,000 for the pay-  
19     ment required by subsection (a)(6) to be included as a  
20     term of the agreement.

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