

107TH CONGRESS  
2D SESSION

# H. R. 5283

To direct the Secretary of Agriculture to exchange certain land in the State  
of Arizona.

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## IN THE HOUSE OF REPRESENTATIVES

JULY 26, 2002

Mr. HAYWORTH introduced the following bill; which was referred to the  
Committee on Resources

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## A BILL

To direct the Secretary of Agriculture to exchange certain  
land in the State of Arizona.

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 “Yavapai Ranch Land  
5       Exchange Act of 2002”.

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

7       (a) FINDINGS.—Congress finds that—

8               (1) approximately 170 square miles of land,  
9       commonly known as the “Yavapai Ranch”, and lo-  
10      cated in Yavapai County, Arizona, is currently

1 owned in an intermingled “checkerboard” land own-  
2 ership pattern, with the United States and a private  
3 landowner owning alternate square mile parcels of  
4 land or fractions of square mile parcels;

5 (2) the parcels of land owned by the United  
6 States within the checkerboard area are adminis-  
7 tered by the Secretary of Agriculture as part of the  
8 Prescott National Forest, and the privately owned  
9 parcels are held by the YRLP;

10 (3) if the parcels of land can be consolidated  
11 into ownership by the United States, many of the  
12 privately owned land, and particularly the land lo-  
13 cated in or near the Pine Creek watershed, Juniper  
14 Mesa Wilderness Area, Haystack Peak, and the Luis  
15 Maria Baca Float No. 5, that lies in environmentally  
16 sensitive areas and possess outstanding attributes  
17 and values, may be used for public management, and  
18 enjoyment, including opportunities for outdoor recre-  
19 ation, stands of old growth forest, important and  
20 largely unfragmented habitat for antelope, deer, elk,  
21 mountain lion, wild turkey, and other wildlife spe-  
22 cies, watershed protection and enhancement, sci-  
23 entific research, rangeland, ecological and archae-  
24 ological resources, and scenic vistas;

1           (4) the current checkerboard ownership pattern  
2       of land within the Yavapai Ranch detracts from  
3       sound and efficient management of the intermingled  
4       national forest land, and if the privately owned land  
5       in the checkerboard is subdivided or developed, the  
6       intermingled national forest land will become highly  
7       fragmented and lose much of the value of the land  
8       for wildlife habitat and future public access, use,  
9       and enjoyment;

10          (5) acquisition by the United States of the non-  
11       Federal parcels offered by YRLP will result in a sig-  
12       nificant reduction in administrative costs to the  
13       United States through—

14               (A) consolidation of Federal land for more  
15       efficient land management and planning;

16               (B) elimination of approximately 350 miles  
17       of boundary between privately owned land and  
18       Federal land;

19               (C) reduced right-of-way, special use, and  
20       other permit processing and issuance for roads  
21       and other facilities on national forest system  
22       land; and

23               (D) major administrative cost savings;

24          (6) many of the parcels of Federal land that  
25       are directed for transfer to Yavapai Ranch Limited

1 Partnership or Northern Yavapai L.L.C. under this  
2 Act in less environmentally sensitive areas, and have  
3 significantly lower recreational, wildlife, ecological,  
4 aesthetic, and other public purpose values than the  
5 lands to be acquired by the United States; many of  
6 the land parcels to be transferred to Yavapai Ranch  
7 Limited Partnership or Northern Yavapai, L.L.C.  
8 also are encumbered by special use permits and  
9 rights-of-way for a variety of purposes (including  
10 summer youth camps, municipal water treatment fa-  
11 cilities, sewage treatment facilities, city parks, and  
12 airport related facilities), which the permit or right-  
13 of-way holders desire to acquire, and which limit the  
14 parcels' usefulness for general National Forest pur-  
15 poses but make them logical for pass-through con-  
16 veyances from YRLP to the permit or right-of-way  
17 holders;

18 (7) with residential and ranchette-style subdivi-  
19 sion and development currently occurring on land  
20 immediately adjacent to the Yavapai Ranch, an ex-  
21 pedited exchange of the ranch checkerboard is in the  
22 public interest to create a large, consolidated area of  
23 national forest ownership in key portions of the  
24 ranch, and thereby preserve and promote public val-  
25 ues and long-term National Forest System goals;

1           (8) without a land exchange, YRLP may be  
2       forced to initiate development of its non-Federal  
3       land; and

4           (9) the land exchange set forth in this Act is  
5       in the public interest because it represents a land ac-  
6       quisition strategy that best meets public objectives  
7       of—

8           (A) exchanging private land that meets the  
9       criteria for inclusion into the National Forest  
10      System for national forest land with lower pub-  
11      lic, environmental, and ecological values;

12          (B) consolidating a large area of national  
13      forest land for preservation of permanent public  
14      access, use and enjoyment, and efficient man-  
15      agement; and

16          (C) minimizing cash outlays by the United  
17      States to achieve these objectives.

18      (b) PURPOSE.—It is the purpose of this Act to fur-  
19      ther the public interest by authorizing, directing, facili-  
20      tating, and expediting the consummation of an equal value  
21      land exchange as set forth in this Act.

22   **SEC. 3. DEFINITIONS.**

23      In this Act:

24          (1) CAMP VERDE DECLARATION.—The term  
25      “Camp Verde Declaration” means certain Declara-

1       tion of Covenants, Conditions, and Restrictions, in-  
2       tended to run with the land dated \_\_\_\_\_,  
3       2002, and recorded in the official records of Yavapai  
4       County, Arizona, by YRLP imposing certain water  
5       use restrictions, water source limitations, and water  
6       conservation measures upon the future development  
7       of that certain real property located in or near the  
8       community of Camp Verde, Yavapai County, Ari-  
9       zona, more particularly described in subsection  
10      (d)(5) of section 4.

11           (2) COTTONWOOD DECLARATION.—The term  
12      “Cottonwood Declaration” means the Declaration of  
13      Covenants, Conditions and Restrictions, intended to  
14      run with the land, dated \_\_\_\_\_, 2002, and  
15      recorded in the official records of Yavapai County,  
16      Arizona, by YRLP imposing certain water use re-  
17      strictions, water source limitations, and water con-  
18      servation measures upon the future development of  
19      that certain real property located in or near the  
20      community of Cottonwood, Yavapai County, Arizona,  
21      more particularly described in subsection (d)(6) of  
22      section 4.

23           (3) DECLARATIONS.—The term “Declarations”  
24      means the Camp Verde Declaration and the Cotton-  
25      wood Declaration.

1           (4) FEDERAL LAND.—The term “Federal land”  
2       means the land to be conveyed into the private own-  
3       ership of Yavapai Ranch Limited Partnership, an  
4       Arizona Limited Partnership, or Northern Yavapai,  
5       L.L.C., an Arizona Limited Liability Company (ex-  
6       cluding any successors, assigns, transferees, or affili-  
7       ates).

8           (5) NON-FEDERAL LAND.—The term “non-Fed-  
9       eral land” means the land—

10           (A) to be conveyed into the public owner-  
11           ship of the United States under this Act; and

12           (B) comprised of approximately 35,000  
13       acres located within the boundaries of the Pres-  
14       cott National Forest, as generally depicted on a  
15       map entitled “Yavapai Ranch Non-Federal  
16       Lands”, dated April 2002.

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

19           (7) YRLP.—The term “YRLP” means the  
20       Yavapai Ranch Limited Partnership, an Arizona  
21       Limited Partnership, or the Northern Yavapai,  
22       L.L.C., an Arizona Limited Liability Company, and  
23       each of their successors, assignees, transferees, af-  
24       filiates, or any other person or entity holding or ac-

1       quiring any interest by, through, or under the part-  
2       nership or company.

3   **SEC. 4. LAND EXCHANGE.**

4       (a) IN GENERAL.—Upon receipt of an offer from  
5   YRLP to convey the non-Federal land to the United  
6   States, the Secretary shall in accordance with the provi-  
7   sions of this Act—

8           (1) acquire by exchange the non-Federal land  
9       and interests in such land owned by YRLP; and

10          (2) convey to Yavapai Ranch Limited Partner-  
11       ship, or Northern Yavapai, L.L.C., an Arizona Lim-  
12       ited Liability Company (excluding any successors,  
13       assignees, transferees, or affiliates) certain land and  
14       interests in land owned by the United States and lo-  
15       cated in the Prescott, Coconino, and Kaibab Na-  
16       tional Forests, Arizona.

17       (b) CONVEYANCE OF NON-FEDERAL LAND.—The ex-  
18   change directed by this Act shall be consummated when  
19   YRLP conveys title to the United States acceptable to the  
20   Secretary in and to the non-Federal land. The non-Fed-  
21   eral land conveyed to the Secretary shall be subject to  
22   valid encumbrances and the following:

23           (1) Areas within the Yavapai Ranch grazing al-  
24       lotment on the date of enactment of this Act shall  
25       remain within the Yavapai Ranch allotment, and



1       this area shall continue to be grazed in accordance  
2       with the laws, rules, and regulations applicable to  
3       domestic livestock grazing on national forest land.

4           (2) YRLP shall reserve perpetual and unre-  
5       stricted easements and water rights that run with  
6       and benefit the land retained by itself, its succes-  
7       sors, assignees, and transferees for the operation,  
8       maintenance, repair, improvement, development, and  
9       replacement of not more than 7 existing wells and  
10      related storage tanks, valves, pumps and hardware,  
11      together with easements for pipelines therefrom to  
12      points of use, and rights of reasonable ingress and  
13      egress to accomplish the purposes of the easements.  
14      Each easement for an existing well shall be 40 acres  
15      in area, centered on the existing well to the extent  
16      possible to do so while keeping the 40-acre tract  
17      within the same section, and within this 40-acre  
18      easement, the United States and its permittees or li-  
19      censees shall be prohibited from undertaking any ac-  
20      tivity that interferes with YRLP's use of its wells,  
21      without the written consent of YRLP. Each ease-  
22      ment for ingress and egress shall be at least 20 feet  
23      in width. The locations of the easements and wells  
24      are generally depicted on a map entitled "YRLP Re-

1 served Easements for Water Lines and Wells”,  
2 dated April 2002.

3 (c) NON-FEDERAL LAND TRANSFER PROBLEMS.—If  
4 1 or more of the non-Federal land parcels, or a fraction  
5 thereof, are unable to be conveyed to the United States  
6 because of the presence of hazardous materials or because  
7 the proposed title is unacceptable to the Secretary, the  
8 parcel or fraction thereof with transfer problems shall be  
9 deleted from the exchange.

10 (d) CONVEYANCE OF FEDERAL LAND.—Upon receipt  
11 of acceptable title to the non-Federal land from YRLP,  
12 the Secretary shall simultaneously convey to Yavapai  
13 Ranch Limited Partnership, an Arizona Limited Partner-  
14 ship, or Northern Yavapai, L.L.C., an Arizona Limited Li-  
15 ability Company (excluding any successors, assignees,  
16 transferees, or affiliates) all right, title, and interest of  
17 the United States in and to the following Federal land:

18 (1) Certain land located in Yavapai County, Ar-  
19 izona, which comprises approximately 15,300 acres,  
20 as generally depicted on a map entitled “Yavapai  
21 Ranch-Ranch Area Federal Lands”, dated April  
22 2002.

23 (2) Certain land within the Coconino National  
24 Forest, located in Coconino County, Arizona, near  
25 the community of Flagstaff, which comprises ap-

1       proximately 1,500 acres, as generally depicted on a  
2       map entitled “Flagstaff Federal Lands-Airport Par-  
3       cel”, dated April 2002.

4           (3) Certain other land within the Coconino Na-  
5       tional Forest, located in Coconino County, Arizona,  
6       near the community of Flagstaff, which comprises  
7       approximately 28.5 acres in 2 separate parcels, as  
8       generally depicted on a map entitled “Flagstaff Fed-  
9       eral Lands—Wetzel/MEMS and Mt. Elden Parcels”,  
10      dated April 2002.

11          (4) Certain land within the Kaibab National  
12      Forest in Coconino County, Arizona, near the com-  
13      munity of Williams, which comprises approximately  
14      950 acres, as generally depicted on a map entitled  
15      “Williams Federal Lands—Airport, Golf Course,  
16      Water Plant, Well Sites and Railroad Parcels”,  
17      dated April 2002.

18          (5) Certain land within the Prescott National  
19      Forest in Yavapai County, Arizona, near the com-  
20      munity of Camp Verde, which comprises approxi-  
21      mately 2,200 acres, as generally depicted on a map  
22      entitled “Camp Verde Federal Land—General Crook  
23      Parcel”, dated April 2002. Prior to the acquisition  
24      of this parcel, YRLP shall have executed and re-  
25      corded the Camp Verde Declaration and upon the

1 acquisition of the parcel, YRLP shall execute and  
2 record with the Yavapai County Recorder an amend-  
3 ed declaration under which the legal description of  
4 the property referred to in the Camp Verde Declara-  
5 tion is amended to conform to the legal description  
6 of this parcel and confirming the Camp Verde Dec-  
7 laration.

8 (6) Certain land within the Prescott National  
9 Forest in Yavapai County, Arizona, near the com-  
10 munity of Cottonwood, comprising approximately  
11 800 acres, as generally depicted on a map entitled  
12 “Cottonwood Federal Lands”, dated April 2002.  
13 Prior to the acquisition of this parcel, YRLP shall  
14 have recorded the Cottonwood Declaration and upon  
15 the acquisition of the parcel, YRLP shall execute  
16 and record with the Yavapai County Recorder an  
17 amendment to the Cottonwood Declaration amend-  
18 ing the legal description of the property referred to  
19 in the Cottonwood Declaration to conform to the  
20 legal description of this parcel and to confirm the  
21 Cottonwood Declaration.

22 (7) Certain land within the Kaibab National  
23 Forest in Coconino County, Arizona, which com-  
24 prises approximately 237.5 acres, as generally de-

1       picted on a map entitled “Younglife Lost Canyon”,  
2       dated April 2002.

3           (8) Certain land within the Prescott National  
4       Forest in Yavapai County, Arizona, which comprises  
5       approximately 200 acres, as generally depicted on a  
6       map or maps entitled “Prescott Federal Lands—  
7       Summer Youth Camp Parcels”, dated April 2002.  
8       These summer camps include Friendly Pines,  
9       Patterdale Pines, Camp Pearlstein, Pine Summit,  
10      and Sky Y.

11          (9) Perpetual, unrestricted, and nonexclusive  
12      easements that run with and benefit land retained  
13      by YRLP, its successors, assigns, and transferees  
14      across certain land owned by the United States for  
15      the operation, maintenance, repair, improvement,  
16      and replacement of electric power lines and/or water  
17      pipelines and related storage tanks, valves, pumps,  
18      and hardware, together with rights of reasonable in-  
19      gress and egress to accomplish the purposes of the  
20      easements. Each easement shall be 20 feet in width,  
21      lying 10 feet on either side of each line generally de-  
22      picted on a map entitled “YRLP Acquired Ease-  
23      ments for Water Lines”, dated April 2002.

24          (e) FEDERAL LAND ENCUMBRANCES.—The United  
25      States shall convey the Federal land to Yavapai Ranch

1 Limited Partnership or Northern Yavapai, L.L.C. subject  
2 to valid rights, including easements, rights-of-way, utility  
3 lines, and any other valid encumbrances on the Federal  
4 land existing as of the date of passage of this Act. Permits  
5 or other legal occupancies of the Federal land by third  
6 parties in existence as of the date of their transfer to  
7 Yavapai Ranch Limited Partnership or Northern Yavapai,  
8 L.L.C. shall be addressed in accordance with 36 CFR part  
9 254.15 and other applicable laws, rules, and regulations.

10 (f) FEDERAL LAND TRANSFER PROBLEMS.—If 1 or  
11 more of the Federal land parcels described in subsection  
12 (d) or fractions thereof cannot be transferred to Yavapai  
13 Ranch Limited Partnership or Northern Yavapai, L.L.C.  
14 due to appraisal, hazardous materials, threatened and en-  
15 dangered species, cultural or historic resources,  
16 unpatented mining claims or other problems, or if the pro-  
17 posed title to a Federal land parcel or parcels or fraction  
18 thereof is unacceptable to Yavapai Ranch Limited Part-  
19 nership or Northern Yavapai, L.L.C., the parcel or parcels  
20 or fractions thereof shall be deleted from the exchange and  
21 the non-Federal land shall be adjusted in accordance with  
22 section 5(c) as necessary to achieve approximate equal  
23 value.

24 (g) PASS-THROUGH CONVEYANCES.—Congress an-  
25 ticipates that approximately half of the Federal land that

1 is located in or near the communities of Flagstaff, Wil-  
2 liams, Camp Verde, and Cottonwood, and the summer  
3 youth camps (including Younglife Lost Canyon) subse-  
4 quently will be passed through or conveyed by YRLP to  
5 these municipalities and summer camps upon or after con-  
6 summation of the exchange as directed by this Act. If,  
7 however, the municipality or summer camp and YRLP  
8 have not agreed to the terms and conditions of a pass-  
9 through or subsequent conveyance of a Federal land parcel  
10 prior to the consummation of the exchange, then upon re-  
11 quest by YRLP, the Secretary shall delete all or any por-  
12 tion of such Federal land parcel or parcels from the ex-  
13 change.

14 (h) PASS-THROUGH CONVEYANCES.—The United  
15 States shall reserve easements in any land transferred to  
16 Yavapai Ranch Limited Partnership or Northern Yavapai,  
17 L.L.C. as required by section 120(h) of the Comprehensive  
18 Environmental Response, Compensation, and Liability Act  
19 of 1980 (42 U.S.C. 9620(h)).

20 **SEC. 5. EXCHANGE VALUATION, APPRAISALS, AND EQUALI-**  
21 **ZATION.**

22 (a) EQUAL VALUE EXCHANGE.—

23 (1) IN GENERAL.—The values of the non-Fed-  
24 eral and Federal land to be exchanged under this  
25 Act shall be equal, as determined by the Secretary.

1           (2) DIFFERENCE IN VALUE.—To the extent the  
2       value of the non-Federal and Federal land are not  
3       equal in value, as determined by the Secretary, the  
4       values shall be equalized as provided in subsections  
5       (c) and (d) of this section.

6       (b) APPRAISALS AND PUBLIC REVIEW.—

7           (1) IN GENERAL.—The values of the non-Fed-  
8       eral and Federal land shall be determined by ap-  
9       praisals utilizing the appraisal standards set forth in  
10      the Uniform Appraisal Standards for Federal Land  
11      Acquisitions, fifth edition (December 20, 2000) and  
12      the Uniform Standards of Professional Appraisal  
13      Practice. In accordance with 36 CFR part  
14      254.9(a)(1), the appraiser or appraisers shall be  
15      qualified and mutually agreeable to the Secretary  
16      and YRLP, and shall be considered a contractor  
17      with both the Secretary and YRLP as clients. Dur-  
18      ing the appraisal process, both the Secretary and  
19      YRLP shall—

20           (A) have equal access to the appraiser to  
21           ensure that the appraisals accurately reflect the  
22           values of the Federal and non-Federal land;

23           (B) cooperate with each other and the ap-  
24           praiser in the preparation and drafting of ap-  
25           praisal instructions which shall require the ap-



1 praiser or appraisers to consider the effect on  
2 value of encumbrances on each parcel, including  
3 the restrictions on water use set forth in para-  
4 graphs (5) and (6) of section 4(d); and

5 (C) have equal rights to review and com-  
6 ment on drafts of the appraisal or appraisals.  
7 If the parties disagree on the value of the Fed-  
8 eral and non-Federal land following its ap-  
9 praisal, then any such dispute over value shall  
10 be resolved in accordance with 36 CFR Part  
11 254.10.

12 (2) APPRAISAL PERIOD.—After the final ap-  
13 praised values of the non-Federal and Federal land  
14 have been reviewed and approved by the Secretary  
15 or otherwise determined in accordance with the  
16 standards set forth in this subsection, the values  
17 shall not be reappraised or updated by the Secretary  
18 prior to consummation of the land exchange but  
19 shall be considered the values of the non-Federal  
20 and Federal land on the date of the transfer of title,  
21 regardless of the amount of time that has elapsed  
22 since the date of the appraisal.

23 (3) PUBLIC REVIEW.—A comprehensive sum-  
24 mary of the approved appraisals shall be made avail-  
25 able for public review in the Offices of the Super-

visors for Prescott, Coconino, and Kaibab National Forests, at the time that the exchange is consummated.

(c) VALUE EQUALIZATION.—

(1) IN GENERAL.—If, after any non-Federal and Federal land adjustments are made pursuant to subsections (c) and (f) of section 4, the final appraised values (as approved by the Secretary) of the land to be exchanged hereunder are not approximately equal, the Secretary and YRLP shall adjust the acreage in accordance with paragraph (2) or (3) of this subsection until the values of the non-Federal and Federal land are approximately equal.

(2) EQUALIZATION WHERE FEDERAL LAND APPRAISED VALUE IS HIGHER.—In the event the final approved appraised value of Federal land is greater than the final approved appraised value of the non-Federal land, the land shall be adjusted in accordance with section 8.

(3) EQUALIZATION WHERE NON-FEDERAL LAND APPRAISED VALUE IS HIGHER.—In the event the final approved appraised value of non-Federal land is greater than the final approved appraised value of the Federal land, the land shall be adjusted in accordance with section 9.

1           (4) ADDITIONAL EQUALIZATION OF VALUES.—

2           If, after the values are adjusted in accordance with  
3           paragraph (2) or (3), the values of the Federal and  
4           non-Federal land still are not approximately equal,  
5           then by mutual agreement, the Secretary and YRLP  
6           may adjust the acreage of either the Federal or non-  
7           Federal land until the values are approximately  
8           equal.

9           (d) CASH EQUALIZATION.—After the values of the  
10          non-Federal and Federal land are equalized to the extent  
11          practicable under subsection (c), the values shall be equal-  
12          ized by the payment of a cash equalization payment as  
13          provided in section 206(b) of the Federal Land Policy and  
14          Management Act of 1976 (43 U.S.C. 1716(b)), or as oth-  
15          erwise mutually agreed to by the Secretary and YRLP.  
16          The YRLP shall not be required to make any cash equali-  
17          zation payment to the Secretary that exceeds \$50,000. In  
18          the event that the value of the Federal land still exceeds  
19          the value of the non-Federal land after consideration of  
20          the \$50,000, YRLP and the Secretary shall by mutual  
21          agreement delete additional Federal land from the ex-  
22          change authorized by this Act until the values are equal.  
23          Any cash equalization money received by the United  
24          States under this Act shall be considered money received

1 and deposited pursuant to Public Law 90–171 (16 U.S.C.  
2 484(a)), commonly known as the “Sisk Act”.

3 **SEC. 6. MISCELLANEOUS PROVISIONS.**

4 (a) REVOCATION OF ORDERS.—Any public orders  
5 withdrawing any of the Federal land identified in section  
6 4(d) from appropriation or disposal under the public land  
7 laws are hereby revoked as necessary to permit disposal  
8 of the Federal land as directed by this Act.

9 (b) SEGREGATION OF FEDERAL LAND.—If a seg-  
10 regation of the Federal land pursuant to section 206(i)(1)  
11 of the Federal Land Policy and Management Act of 1976  
12 (43 U.S.C. 1716(i)(1)) is not already in effect on the date  
13 of enactment of this Act, the Federal land identified for  
14 conveyance to YRLP in section 4(d) are hereby segregated  
15 from all forms of entry and appropriation under the public  
16 land laws, including the mining and mineral leasing laws  
17 and the Geothermal Steam Act of 1970, until such time  
18 as the land exchange directed by this Act is consummated.

19 (c) SURVEYS, INVENTORIES, AND CLEARANCES.—  
20 Prior to consummating the land exchange directed by this  
21 Act, the Secretary shall perform, or cause to be performed,  
22 any necessary land surveys and preexchange inventories,  
23 clearances, reviews, and approvals relating to threatened  
24 and endangered species, cultural and historic resources,  
25 wetlands and floodplains, and hazardous materials.

1 (d) COSTS OF IMPLEMENTING THE EXCHANGE.—

2 (1) IN GENERAL.—The Secretary shall perform  
3 and pay for any and all costs and expenses of imple-  
4 menting the exchange, other than the following  
5 amounts which, in order to save administrative costs  
6 to the United States and expedite the consummation  
7 of the exchange, shall be paid for by YRLP—

8 (A) the entire cost of the appraisals of the  
9 Federal and non-Federal land which shall be  
10 paid by YRLP directly to the appraiser or ap-  
11 praisers;

12 (B) the entire cost of all necessary land  
13 surveys and verified legal descriptions of the  
14 Federal and non-Federal land;

15 (C) the entire cost of title insurance; and

16 (D) 50 percent of the costs and expenses  
17 of cultural and historic resource surveys, sur-  
18 veys of hazardous materials, escrow, and publi-  
19 cation of notice.

20 (2) LIMITS; PRIOR PAYMENTS; NONELIGIBILITY  
21 FOR REIMBURSEMENT.—Notwithstanding paragraph  
22 (1), the total of all costs and expenses paid by  
23 YRLP under paragraph (1) shall not exceed  
24 \$500,000. The costs and expenses that have been  
25 paid by YRLP for cultural or historic resource sur-

1       veys prior to the date of enactment of this Act shall  
2       be applied toward the \$500,000 limitation on  
3       YRLP's obligation to pay exchange-related costs and  
4       expenses, as set forth in paragraph (1). Any  
5       amounts paid by YRLP under this paragraph shall  
6       be paid by YRLP without eligibility for reimburse-  
7       ment under section 206(f) of the Federal Land Pol-  
8       icy and Management Act of 1976 (43 U.S.C.  
9       1716(f)).

10           (3) INADEQUATE STAFF AND BUDGET.—In the  
11       event the Secretary does not have adequate staff or  
12       budget to implement the exchange within 1 year fol-  
13       lowing the enactment of this Act, or if the costs and  
14       expenses described in paragraph (1) exceed the limi-  
15       tation on YRLP's obligation to pay such costs or ex-  
16       penses, the Secretary shall arrange with YRLP to  
17       have such work or additional work performed by an  
18       independent third party subcontractor mutually ac-  
19       ceptable to the Secretary and YRLP, and initially  
20       paid for by YRLP. Any such payments made by  
21       YRLP shall be subject to the provisions of para-  
22       graph (4).

23           (4) REIMBURSEMENT.—The Secretary shall re-  
24       imburse YRLP for the cost of any additional work  
25       performed by independent third party subcontractors

1 in accordance with the provisions of paragraph (3).  
2 In lieu of monetary payments, the Secretary shall  
3 credit all payments made by YRLP pursuant to  
4 paragraph (3) against the value of the Federal land  
5 in accordance with section 206(f) of the Federal  
6 Land Policy and Management Act of 1976 (43  
7 U.S.C. 1716(f)).

8 (e) TIMING.—It is the intent of Congress that the  
9 land exchange authorized and directed by this Act be con-  
10 summated no later than 1 year after the date of enactment  
11 of this Act.

12 **SEC. 7. LAND STATUS AND MANAGEMENT.**

13 (a) INCORPORATION INTO THE PRESCOTT NATIONAL  
14 FOREST.—Land acquired by the United States under this  
15 Act shall become part of the Prescott National Forest and  
16 will be subject to the laws, rules, and regulations applica-  
17 ble to the National Forest System.

18 (b) LAND MANAGEMENT PLANNING.—Acquisition of  
19 the land authorized by this Act shall not, of itself, require  
20 a revision or amendment to the Land and Resource Man-  
21 agement Plan for the Prescott National Forest, but such  
22 land acquired by the United States pursuant to this Act  
23 shall be considered as part of the next revision of said  
24 Plan.

1       (c) WILDLIFE HABITAT, GRAZING, TRAILS AND  
2 ROADS, TIMBER.—Following its acquisition of the non-  
3 Federal land pursuant to this Act, the non-Federal land  
4 and adjacent land retained by the United States and ad-  
5 ministered by Prescott National Forest shall be managed  
6 by the Secretary in accordance with the following stand-  
7 ards:

8           (1) The land shall continue to be managed to  
9       maintain its present character and natural values,  
10      including deer, pronghorn antelope, wild turkey,  
11      mountain lion, other resident wildlife and native  
12      plant species, livestock grazing and aesthetic values.

13          (2) The Secretary shall provide opportunities  
14      for public motorized and nonmotorized recreation  
15      and hunting by maintaining or improving the exist-  
16      ing system of maintained and primitive roads and  
17      trails in the area.

18          (3) Commercial timber harvest shall be prohib-  
19      ited and existing stands of native trees shall be pre-  
20      served except where the Secretary determines such  
21      harvest may be necessary for the prevention and  
22      control of fire, insects and disease, or to protect or  
23      enhance grassland habitat, watershed values, or na-  
24      tive plant and wildlife species.



1           (4) Nothing in this Act shall be construed as  
2       prohibiting the Secretary from authorizing new  
3       water improvements for the benefit of domestic live-  
4       stock or wildlife management in the consolidated  
5       area in accordance with the laws, rules, and regula-  
6       tions applicable to such improvements on national  
7       forest system land.

8           (5) The Secretary shall improve or construct, or  
9       authorize the improvement or construction of, a pub-  
10      lic access road linking Forest Road 7 (Pine Creek  
11      road) to Forest Road 1 (Turkey Canyon road)  
12      through portions of secs. 33, 32, 31, and 30, T. 19  
13      N., R. 6 W. Until the new public access road is com-  
14      pleted, the existing road linking Pine Creek and  
15      Gobbler Knob shall remain open. Once the new pub-  
16      lic access road has been completed, the existing road  
17      may be converted into a nonmotorized trail to facili-  
18      tate future public access to the consolidated area.

19      (d) ACCESS TO LAND.—The Secretary and YRLP  
20      shall mutually grant to each other unlimited, perpetual,  
21      nonexclusive, and reciprocal easements for purposes of in-  
22      gress, egress, and utilities across those routes depicted on  
23      the map entitled “Roadway Easements” dated April 2002,  
24      or over such relocated routes as are mutually agreed to  
25      by the Secretary and YRLP. In each such case, each ease-

1 ment shall run with and benefit the grantee's land, and  
2 the grantee's rights shall extend to the grantee's succes-  
3 sors, assigns, transferees, and in the case of the Secretary,  
4 to members of the general public as deemed appropriate  
5 by the Secretary.

6 (e) CORRECTION OF MAPS.—The Secretary and  
7 YRLP may correct any clerical or typographical errors in  
8 the maps, legal descriptions, or encumbrances on the Fed-  
9 eral or non-Federal land to be exchanged under this Act.  
10 In the event of any discrepancy between a map and legal  
11 description, the map shall prevail unless the Secretary and  
12 YRLP agree otherwise. All maps referenced in this Act  
13 and the form of declarations shall be on file and available  
14 for inspection in the Office of the Supervisor, Prescott Na-  
15 tional Forest, Prescott, Arizona.

16 (f) EFFECT.—Nothing set forth in this Act shall be  
17 deemed to preclude, prohibit, or otherwise restrict the abil-  
18 ity of Yavapai Ranch Limited Partnership or Northern  
19 Yavapai, L.L.C. to subsequently grant, convey, or other-  
20 wise transfer title to the Federal land or any part thereof  
21 acquired by Yavapai Ranch Limited Partnership or North-  
22 ern Yavapai, L.L.C. under the terms of this Act following  
23 its acquisition of title to the Federal land and recordation  
24 of the Declarations and any conforming amendments  
25 thereto.

1 **SEC. 8. EQUALIZATION IF FEDERAL LAND APPRAISED**  
2 **VALUE IS HIGHER.**

3 If the final approved appraised value of Federal land  
4 is greater than the final approved appraised value of the  
5 non-Federal land, the land shall be adjusted in the fol-  
6 lowing order and priority:

7 (1) Add the following non-Federal land to the  
8 land to be conveyed by YRLP to the United States:  
9 in T. 20 N., R. 5 W., Gila and Salt River Base and  
10 Meridian, Yavapai County, Arizona, sec. 31; and in  
11 T. 20 N., R. 6 W., Gila and Salt River Base and  
12 Meridian, Yavapai County, Arizona, secs. 33 and 35.  
13 Adjustments shall be made by beginning at the  
14 south boundary of these sections and adding in  $\frac{1}{8}$   
15 section increments (E-W 64th line) across all 3 sec-  
16 tions until the entire sections are added. As set forth  
17 below, the corresponding adjacent Federal sections  
18 would be deleted in the same increments, at the  
19 same time, to create a linear and continuous bound-  
20 ary, running generally east to west across these sec-  
21 tions.

22 (2) Simultaneously with the addition of those  
23 land described immediately above, delete Federal  
24 land in the following order: in T. 20 N., R. 5 W.,  
25 Gila and Salt River Base and Meridian, Yavapai  
26 County, Arizona, sec. 32; and in T. 20 N., R. 6 W.,

1 Gila and Salt River Base and Meridian, Yavapai  
 2 County, Arizona, secs. 32, 34, and 36. Adjustments  
 3 shall be made as set forth above in subparagraph  
 4 (A).

5 (3) Following the adjustments described in sub-  
 6 paragraphs (A) and (B) above, the following parcels  
 7 shall be deleted from the exchange in the following  
 8 order until the value of the Federal and non-Federal  
 9 land are equalized:

10 (A) WILLIAMS SEWER PARCEL.—(Kaibab  
 11 National Forest), described as the  
 12  $E^{1/2}NW^{1/4}SE^{1/4}$  of sec. 21, T. 22 N., R. 2 E.,  
 13 Gila and Salt River Base and Meridian,  
 14 Coconino County, Arizona, containing 20 record  
 15 acres, more or less.

16 (B) WILLIAMS RAILROAD PARCEL.—  
 17 (Kaibab National Forest), described as follows:

18 The  $W^{1/2}SW^{1/4}$  of sec. 26, T. 22 N., R. 2  
 19 E., Gila and Salt River Base and Meridian,  
 20 Coconino County, Arizona, less and excepting  
 21 therefrom any portion lying northeasterly of the  
 22 southwesterly right-of-way line of the Bur-  
 23 lington Northern and Santa Fe Railway (Selig-  
 24 man Subdivision), containing, after recognizing  
 25 the exception, 30 estimated acres, more or less,

1 subject to confirmation by the Bureau of Land  
2 Management approved survey providing accept-  
3 able legal description and acreage;

4 The  $NE\frac{1}{4}NW\frac{1}{4}$ , the  $N\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ , the  
5  $SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$ , the  $NE\frac{1}{4}$ ,  $SE\frac{1}{4}SW\frac{1}{4}$ , and  
6 the  $SE\frac{1}{4}$  of sec. 27, T. 22 N., R. 2 E., Gila  
7 and Salt River Base and Meridian, Coconino  
8 County, Arizona, less and excepting therefrom  
9 any portion lying north of the southerly right-  
10 of-way of Interstate 40 and except any portion  
11 lying northeasterly of the southwesterly right-  
12 of-way line of the Burlington Northern & Santa  
13 Fe Railway (Seligman Subdivision), and EX-  
14 CEPT any portion lying south of the northerly  
15 right-of-way of the Burlington Northern and  
16 Santa Fe Railway (Phoenix Subdivision), and  
17 except any portion within Exchange Survey No.  
18 677, containing, after recognizing the excep-  
19 tions, 220 estimated acres, more or less, subject  
20 to confirmation by the Bureau of Land Man-  
21 agement approved survey providing acceptable  
22 legal description and acreage;

23 The  $NE\frac{1}{4}NE\frac{1}{4}$  of sec. 34, T. 22 N., R.  
24 2 E., Gila and Salt River Base and Meridian,  
25 Coconino County, Arizona, less and excepting

therefrom any portion lying southwesterly of the northeasterly right-of-way line of the Burlington Northern and Santa Fe Railway (Phoenix Subdivision), containing, after recognizing the exception, 2 estimated acres, more or less, subject to confirmation by the Bureau of Land Management approved survey providing acceptable legal description and acreage; and

The N $\frac{1}{2}$  of sec. 35, T. 22 N., R. 2 E., Gila and Salt River Base and Meridian, Coconino County, Arizona, less and excepting therefrom any portion lying northerly of the southerly right-of-way line of the Burlington Northern and Santa Fe Railway (Seligman Subdivision), and except any portion lying south of the northerly right-of-way of the Burlington Northern and Santa Fe Railway (Phoenix Subdivision), containing, after recognizing the exceptions, 60 estimated acres, more or less, subject to confirmation by the Bureau of Land Management approved survey providing acceptable legal description and acreage.

(D) BUCKSKINNER PARK.—(Kaibab National Forest), described as the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , and the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$  of sec. 33, T. 22

1 N., R. 2 E., Gila and Salt River Base and Me-  
 2 ridian, Coconino County, Arizona, containing  
 3 50 record acres, more or less.

4 (E) COTTONWOOD PARCEL.—(Prescott Na-  
 5 tional Forest), described as lots 3, 4, 6, and  
 6 portions of lots 7, 8, and 9 (portions require  
 7 Bureau of Land Management supplemental plat  
 8 or survey), the  $W^{1/2}NW^{1/4}$ , and the  $SW^{1/4}SE^{1/4}$   
 9 of sec. 5, T. 15 N., R. 3 E., Gila and Salt River  
 10 Base and Meridian, Yavapai County, Arizona;  
 11 the  $S^{1/2}S^{1/2}N^{1/2}NW^{1/4}$ , the  
 12  $E^{1/2}E^{1/2}NE^{1/4}NE^{1/4}NW^{1/4}$ , the  
 13  $E^{1/2}NE^{1/4}SE^{1/4}NE^{1/4}NW^{1/4}$ , the  $NW^{1/4}NE^{1/4}$ ,  
 14 the  $S^{1/2}NE^{1/4}$ , the  $S^{1/2}NW^{1/4}$ , and the  $S^{1/2}$  of  
 15 sec. 8, T. 15 N., R. 3 E., Gila and Salt River  
 16 Base and Meridian, Yavapai County, Arizona,  
 17 containing 818.69 record acres, more or less  
 18 subject to Bureau of Land Management supple-  
 19 mental plat or survey.

20 (F) A PORTION OF THE CAMP VERDE PAR-  
 21 CEL.—(Prescott National Forest), described as  
 22 all land south of the southeastern boundary of  
 23 the I-17 right-of-way and located in the  $SE^{1/4}$   
 24 of sec. 26, the  $E^{1/2}$  and the  $E^{1/2}W^{1/2}$  of sec. 35,  
 25 and lots 5 through 7, inclusive, of sec. 36, T.

1           14 N., R. 4 E., Gila and Salt River Base and  
 2           Meridian, Yavapai County, Arizona, containing  
 3           511 estimated acres, more or less, subject to  
 4           confirmation by an approved survey providing  
 5           an acceptable legal description and acreage.

6           (G) WETZEL SCHOOL.—(Coconino Na-  
 7           tional Forest), described as lots 8 and 9 of sec.  
 8           11, T. 21 N., R. 7 E., Gila and Salt River Base  
 9           and Meridian, Coconino County, Arizona, con-  
 10          taining 11.13 record acres, more or less (lot 8  
 11          was created by the Bureau of Land Manage-  
 12          ment to designate a subdivision encroachment).

13          (H) SWISS MANOR PARCEL.—(Coconino  
 14          National Forest), described as lot 7 of sec. 7,  
 15          T. 21 N., R. 8 E., Gila and Salt River Base  
 16          and Meridian, Coconino County, Arizona, con-  
 17          taining 17.21 record acres, more or less.

18 **SEC. 9. EQUALIZATION IF NON-FEDERAL LAND APPRAISED**  
 19 **VALUE IS HIGHER.**

20          If the final approved appraised value of non-Federal  
 21          land is greater than the final approved appraised value  
 22          of the Federal land, the land shall be adjusted in the fol-  
 23          lowing order and priority:

24               (1) Add portions of sec. 30, T. 20 N., R. 6 W.,  
 25          Gila and Salt River Base and Meridian, Yavapai



1 County, Arizona, to the Federal land to the land to  
2 be conveyed by the United States to Yavapai Ranch  
3 Limited Partnership or Northern Yavapai, L.L.C.  
4 Adjustments shall be made by beginning at the east  
5 boundary of this section and adding in  $\frac{1}{8}$  section in-  
6 crements (N-S 64th line) and lot lines across the  
7 section until the entire section is added. As set forth  
8 below, the corresponding adjacent non-Federal sec-  
9 tions would be deleted in the same increments, at  
10 the same time, to create a linear and continuous  
11 boundary, running generally north to south across  
12 these sections.

13 (2) Simultaneously with the addition of those  
14 land described immediately above, delete portions of  
15 secs. 19 and 31, T. 20 N., R. 6 W., Gila and Salt  
16 River Base and Meridian, Yavapai County, Arizona.  
17 Adjustments shall be made as set forth in paragraph  
18 (1).

○