

109TH CONGRESS
1ST SESSION

S. 179

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

IN THE SENATE OF THE UNITED STATES

JANUARY 26, 2005

Mrs. FEINSTEIN introduced the following bill; which was read twice and
referred to the Committee on Energy and Natural Resources

A BILL

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

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

3 **SECTION 1. SHORT TITLE.**

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

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

8 (1) **FEDERAL LAND.**—The term “Federal land”
9 means the parcels of land and improvements thereon
10 comprising approximately 160 acres and located in

1 township 9 south, range 25 east, section 30,
 2 E $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$, Mt. Diablo Meridian, Cali-
 3 fornia.

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

9 (3) SECRETARY.—The term “Secretary” means
 10 the Secretary of Agriculture.

11 **SEC. 3. LAND EXCHANGE, SIERRA NATIONAL FOREST, CALI-**
 12 **FORNIA.**

13 (a) EXCHANGE AUTHORIZED.—

14 (1) IN GENERAL.—If, during the one-year pe-
 15 riod beginning on the date of enactment of this Act,
 16 the owner of the non-Federal land offers the United
 17 States the exchange of the non-Federal land and a
 18 cash equalization payment of \$50,000, the Secretary
 19 shall convey, by quit claim deed, all right, title, and
 20 interest of the United States in and to the Federal
 21 land. The conveyance of the Federal land shall be
 22 subject to valid existing rights and under such terms
 23 and conditions as the Secretary may prescribe.

24 (2) ACCEPTABLE TITLE.—Title to the non-Fed-
 25 eral land shall conform with the title approval stand-

1 ards of the Attorney General applicable to Federal
2 land acquisitions and shall be acceptable to the Sec-
3 retary.

4 (3) CORRECTION AND MODIFICATION OF LEGAL
5 DESCRIPTIONS.—The Secretary, in consultation with
6 the owner of the non-Federal land, may make cor-
7 rections to the legal descriptions of the Federal land
8 and non-Federal land. The Secretary and the owner
9 of the non-Federal land may make minor modifica-
10 tions to such descriptions insofar as such modifica-
11 tions do not affect the overall value of the exchange
12 by more than five percent.

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

18 (c) ADMINISTRATION OF LAND ACQUIRED BY
19 UNITED STATES.—Once acquired, the Secretary shall
20 manage the non-Federal land in accordance with the Act
21 of March 1, 1911 (commonly known as the Weeks Act;
22 16 U.S.C. 480 et seq.), and in accordance with the other
23 laws and regulations pertaining to National Forest System
24 lands.

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

4 (1) That the recipient of the Federal land con-
5 vey all 160 acres of the Federal land to the Sequoia
6 Council of the Boy Scouts of America not later than
7 four months after the date on which the recipient re-
8 ceives the Federal land from the Secretary under
9 subsection (a).

10 (2) That, as described in section 5, the owner
11 of the easement granted in section 4 have the right
12 of first offer regarding any reconveyance of the Fed-
13 eral land by the Sequoia Council of the Boy Scouts
14 of America.

15 (e) DISPOSITION AND USE OF CASH EQUALIZATION
16 FUNDS.—The Secretary shall deposit the cash equali-
17 zation payment received under subsection (a) in the fund
18 established by Public Law 90–171 (commonly known as
19 the Sisk Act; 16 U.S.C. 484a). The cash equalization pay-
20 ment shall be available to the Secretary until expended,
21 without further appropriation, for the acquisition of lands
22 and interests in lands for the National Forest System in
23 the State of California.

24 (f) COST COLLECTION FUNDS.—The owner of the
25 non-Federal land shall be responsible for all direct costs

1 associated with processing the land exchange under this
2 section and shall pay the Secretary the necessary funds,
3 which shall be deposited in a cost collection account.
4 Funds so deposited shall be available to the Secretary
5 until expended, without further appropriation, for the cost
6 associated with the land exchange. Any funds remaining
7 after completion of the land exchange, which are not need-
8 ed to cover expenses, shall be refunded to the owner of
9 the non-Federal land.

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

12 (a) **PURPOSE.**—A hydroelectric project, licensed pur-
13 suant to the Federal Power Act (16 U.S.C. 791a et seq.)
14 as Project No. 67, is located on a majority of the Federal
15 land authorized for exchange under section 3. To protect
16 the ability of the owner of Project No. 67 to continue to
17 operate and maintain that hydroelectric project under the
18 current and all future licenses or authorizations issued
19 pursuant to the Federal Power Act or any other applicable
20 law, this section is necessary.

21 (b) **EASEMENT REQUIRED.**—Before conveying the
22 Federal land under section 3, the Secretary shall grant
23 an easement, without consideration, to the owner of
24 Project No. 67 for the right to enter, occupy, and use for
25 hydroelectric power purposes the Federal land currently

1 within the licensed boundary for Project No. 67. The
2 Project No. 67 owner shall hold harmless the Secretary
3 for any claims against the owner due to the grant of ease-
4 ment.

5 (c) REQUIRED TERMS AND CONDITIONS.—The ease-
6 ment granted under this section shall provide the fol-
7 lowing: “The United States of America, hereinafter called
8 ‘Grantor,’ pursuant to a congressional authorization, here-
9 by grants, transfers, and conveys unto the [insert name
10 of Project No. 67 owner], its successors and assigns, here-
11 inafter called ‘Grantee,’ all those certain exclusive ease-
12 ments and rights in, on, under, over, along, and across
13 certain real property described in Exhibit A, attached
14 hereto [attach description of real property subject to the
15 easement] and incorporated herein (the ‘Property’), for
16 any purpose or activity that Grantee deems convenient or
17 necessary to the creation, generation, transmission, or dis-
18 tribution of hydropower on and off the Property, includ-
19 ing, but not limited to, the right to inundate the Property
20 with water, reservoir management, and compliance with
21 legal obligations in accordance with the applicable Federal
22 Energy Regulatory Commission license and those non-ex-
23 clusive easements and rights to use, occupy, and enter the
24 Property, and to allow others to use, occupy, and enter
25 the Property, for other purposes related to hydropower

1 and reservoir management and use, such as recreation by
2 Grantee or the public, and regulation of any activities on
3 the Property that may impact such purposes, at any time
4 and from time to time. Grantor further grants, transfers,
5 and conveys unto the Grantee the right of assignment, in
6 whole or in part, to others, without limitation. Grantee
7 shall have the right to take such actions on the Property
8 as may be necessary to comply with all applicable laws,
9 rules, regulations, ordinances, orders and other govern-
10 mental, regulatory, and administrative authorities and re-
11 quirements, or that may be necessary for the economical
12 entry, occupancy, and use of the Property for hydropower
13 purposes. Grantor, its successors and assigns, shall not
14 deposit or permit or allow to be deposited, earth, rubbish,
15 debris or any other substance or material on the Property,
16 or so near thereto as to constitute, in the opinion of Grant-
17 ee, an interference or obstruction to the hydropower and
18 reservoir purposes. No other easements, leases, or licenses
19 shall be granted on, under or over the Property by Grantor
20 to any person, firm or corporation without the previous
21 written consent of Grantee, which consent shall not be un-
22 reasonably withheld. The terms, covenants and conditions
23 of this Grant of Easement shall bind and inure to the ben-
24 efit of the successors and assigns of Grantor and the suc-
25 cessors and assigns of Grantee.”.

1 **SEC. 5. RIGHT OF FIRST OFFER FOR SUBSEQUENT CONVEY-**
2 **ANCE OF FEDERAL LAND.**

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

12 (b) **NOTICE AND OFFER.**—If the Council proposes to
13 sell, transfer, or otherwise convey the Federal land or a
14 portion thereof, the Council shall give the easement owner
15 written notice specifying the terms and conditions on
16 which the conveyance is proposed and offering to convey
17 to the easement owner, on the same terms and conditions,
18 the Federal land or the portion thereof proposed for con-
19 veyance.

20 (c) **ACCEPTANCE OR REJECTION OF OFFER.**—Within
21 90 days after the easement owner receives the notice re-
22 quired by subsection (b) and all available documents nec-
23 essary to perform reasonable due diligence on the pro-
24 posed conveyance, the easement owner shall either accept
25 or reject the offer. If the easement owner accepts the offer,

1 the closing of the sale shall be governed by the terms of
2 the offer in the notice.

3 (d) EFFECT OF REJECTION.—If the hydropower
4 easement owner rejects an offer under subsection (b) or
5 fails to respond to the offer before the expiration of the
6 90-day period provided in subsection (c), the Council may
7 convey the property covered by the notice to any other per-
8 son on the same terms and conditions specified in the no-
9 tice. If those terms and conditions are subsequently al-
10 tered in any way, then the notice and offer shall again
11 be made to the easement owner under subsection (b). The
12 rejection by the easement owner of one or more of such
13 offers shall not affect its right of first offer as to any other
14 proposed conveyance by the Council.

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