

AMENDMENT TO RULES COMMITTEE PRINT 116-

19

OFFERED BY MR. STAUBER OF MINNESOTA

At the end of subtitle H of title X, add the following:

1 **SEC. ____ . SUPERIOR NATIONAL FOREST LAND EXCHANGE.**

2 (a) **PURPOSE; NEED.—**

3 (1) **PURPOSE.—**It is the purpose of this section
4 to further the public interest by consummating the
5 NorthMet Land Exchange as specifically set forth in
6 this section.

7 (2) **NEED.—**According to the Final Record of
8 Decision, the NorthMet Land Exchange is advisable
9 and needed because the NorthMet Land Exchange
10 will—

11 (A) result in a 40-acre net gain in Na-
12 tional Forest System lands;

13 (B) improve the spatial arrangement of
14 National Forest System lands by reducing the
15 amount of ownership boundaries to be managed
16 by 33 miles;

17 (C) improve management effectiveness by
18 exchanging isolated Federal lands with no pub-

1 lic overland access for non-Federal lands that
2 will have public overland access and be acces-
3 sible and open to public use and enjoyment;

4 (D) result in Federal cost savings by elimi-
5 nating certain easements and their associated
6 administration costs;

7 (E) meet several of the priorities identified
8 in the land and resource management plan for
9 Superior National Forest to protect and man-
10 age administratively or congressionally des-
11 ignated, unique, proposed, or recommended
12 areas, including acquisition of 307 acres of land
13 to the administratively proposed candidate Re-
14 search Natural Areas, which are managed by
15 preserving and maintaining areas for ecological
16 research, observation, genetic conservation,
17 monitoring, and educational activities;

18 (F) promote more effective land manage-
19 ment that would meet specific National Forest
20 needs for management, including acquisition of
21 over 6,500 acres of land for new public access,
22 watershed protection, ecologically rare habitats,
23 wetlands, water frontage, and improved owner-
24 ship patterns;

1 (G) convey Federal land generally not
2 needed for other Forest resource management
3 objectives, because such land is adjacent to in-
4 tensively developed private land including fer-
5 rous mining areas, where abundant mining in-
6 frastructure and transportation are already in
7 place, including—

8 (i) a large, intensively developed open
9 pit mine lying directly to the north of the
10 Federal land;

11 (ii) a private mine railroad,
12 powerlines, and roads lying directly to the
13 south of the Federal land; and

14 (iii) already existing ore processing,
15 milling, and tailings facilities located ap-
16 proximately 5 miles to the west of the Fed-
17 eral land; and

18 (H) provide a practical resolution to com-
19 plex issues pertaining to the development of pri-
20 vate mineral rights underlying the Federal land
21 surface, and thereby avoid potential litigation
22 which could adversely impact the status and
23 management of the Federal land and other Na-
24 tional Forest System land acquired under the
25 authority of section 6 of the Act of March 1,

1 1911 (commonly known as the Weeks Law; 16
2 U.S.C. 515).

3 (b) DEFINITIONS.—In this section:

4 (1) COLLECTION AGREEMENTS.—The term
5 “Collection Agreements” means the following agree-
6 ments between the Secretary and PolyMet pertaining
7 to the NorthMet Land Exchange:

8 (A) The agreement dated August 25,
9 2015.

10 (B) The agreement dated January 15,
11 2016.

12 (2) FEDERAL LAND PARCEL.—The term “Fed-
13 eral land parcel” means all right, title, and interest
14 of the United States in and to approximately 6,650
15 acres of National Forest System land, as identified
16 in the Final Record of Decision, within the Superior
17 National Forest in St. Louis County, Minnesota, as
18 generally depicted on the map entitled “Federal
19 Land Parcel–NorthMet Land Exchange”, and dated
20 June 2017.

21 (3) NON-FEDERAL LAND.—The term “non-Fed-
22 eral land” means all right, title, and interest of
23 PolyMet in and to approximately 6,690 acres of land
24 in four separate tracts (comprising 10 separate land
25 parcels in total) within the Superior National Forest

1 to be conveyed to the United States by PolyMet in
2 the land exchange as generally depicted on an over-
3 view map entitled “Non-Federal Land Parcels–
4 NorthMet Land Exchange” and dated June 2017,
5 and further depicted on separate tract maps as fol-
6 lows:

7 (A) TRACT 1.—Approximately 4,650 acres
8 of land in St. Louis County, Minnesota, gen-
9 erally depicted on the map entitled “Non-Fed-
10 eral Land Parcels–NorthMet Land Exchange–
11 Hay Lake Tract”, and dated June 28, 2018.

12 (B) TRACT 2.—Approximately 320 acres of
13 land in 4 separate parcels in Lake County, Min-
14 nesota, generally depicted on the map entitled
15 “Non-Federal Land Parcels–NorthMet Land
16 Exchange–Lake County Lands”, and dated
17 June 28, 2018.

18 (C) TRACT 3.—Approximately 1,560 acres
19 of land in 4 separate parcels in Lake County,
20 Minnesota, generally depicted on the map enti-
21 tled “Non-Federal Land Parcels–NorthMet
22 Land Exchange–Wolf Lands”, and dated June
23 2017.

24 (D) TRACT 4.—Approximately 160 acres of
25 land in St. Louis County, Minnesota, generally

1 depicted on the map entitled “Non-Federal
2 Land Parcel–NorthMet Land Exchange–Hunt-
3 ing Club Lands”, dated June 2017.

4 (4) NORTHMET LAND EXCHANGE.—The term
5 “NorthMet Land Exchange” means the land ex-
6 change specifically authorized and directed by sub-
7 section (c) of this section.

8 (5) POLYMET.—The term “PolyMet” means
9 PolyMet Mining Corporation, Inc., a Minnesota Cor-
10 poration with executive offices in St. Paul, Min-
11 nesota, and headquarters in Hoyt Lakes, Minnesota.

12 (6) RECORD OF DECISION.—The term “Record
13 of Decision” means the Final Record of Decision of
14 the Forest Service issued on January 9, 2017, ap-
15 proving the NorthMet Land exchange between the
16 United States and PolyMet Mining, Inc., a Min-
17 nesota Corporation, involving National Forest Sys-
18 tem land in the Superior National Forest in Min-
19 nesota.

20 (7) SECRETARY.—The term “Secretary” means
21 the Secretary of Agriculture.

22 (8) STATE.—The term “State” means the State
23 of Minnesota.

24 (c) NORTHMET LAND EXCHANGE.—

25 (1) EXCHANGE AUTHORIZED AND DIRECTED.—

1 (A) IN GENERAL.—Subject to subsection
2 (d)(3)(A) and other conditions imposed by this
3 section, if PolyMet offers to convey to the
4 United States all right, title, and interest of
5 PolyMet in and to the non-Federal land, the
6 Secretary shall accept the offer and convey to
7 PolyMet all right, title, and interest of the
8 United States in and to the Federal land par-
9 cel.

10 (B) LAND EXCHANGE EXPEDITED.—Sub-
11 ject to the conditions imposed by this section,
12 the NorthMet Land Exchange directed by this
13 section shall be consummated not later than 90
14 days after the date of enactment of this section.

15 (2) FORM OF CONVEYANCE.—

16 (A) NON-FEDERAL LAND.—Title to the
17 non-Federal land conveyed by PolyMet to the
18 United States shall be by general warranty deed
19 subject to existing rights of record, and other-
20 wise conform to the title approval regulations of
21 the Attorney General of the United States.

22 (B) FEDERAL LAND PARCEL.—The Fed-
23 eral land parcel shall be quitclaimed by the Sec-
24 retary to PolyMet by an exchange deed.

25 (3) EXCHANGE COSTS.—

1 (A) REIMBURSEMENT REQUIRED.—
2 PolyMet shall pay or reimburse the Secretary,
3 either directly or through the Collection Agree-
4 ments, for all land survey, appraisal, land title,
5 deed preparation, and other costs incurred by
6 the Secretary in processing and consummating
7 the NorthMet Land Exchange. The Collection
8 Agreements, as in effect on the date of the en-
9 actment of this section, may be modified
10 through the mutual consent of the parties.

11 (B) DEPOSIT OF FUNDS.—All funds paid
12 or reimbursed to the Secretary under subpara-
13 graph (A)—

14 (i) shall be deposited and credited to
15 the accounts in accordance with the Collec-
16 tion Agreements;

17 (ii) shall be used for the purposes
18 specified for the accounts; and

19 (iii) shall remain available to the Sec-
20 retary until expended, subject to appro-
21 priation.

22 (4) CONDITIONS ON LAND EXCHANGE.—

23 (A) RESERVATION OF CERTAIN MINERAL
24 RIGHTS.—Notwithstanding paragraph (1), the
25 United States shall reserve the mineral rights

1 on approximately 181 acres of the Federal land
2 parcel as generally identified on the map enti-
3 tled “Federal Land Parcel–NorthMet Land Ex-
4 change”, and dated June 2017.

5 (B) THIRD-PARTY AUTHORIZATIONS.—As
6 set forth in the Final Record of Decision,
7 PolyMet shall honor existing road and trans-
8 mission line authorizations on the Federal land
9 parcel. Upon relinquishment of the authoriza-
10 tions by the holders or upon revocation of the
11 authorizations by the Forest Service, PolyMet
12 shall offer replacement authorizations to the
13 holders on at least equivalent terms.

14 (d) VALUATION OF NORTHMET LAND EXCHANGE.—

15 (1) APPRAISALS.—The Congress makes the fol-
16 lowing new findings:

17 (A) Appraisals of the Federal and non-
18 Federal lands to be exchanged in the NorthMet
19 Land Exchange were formally prepared in ac-
20 cordance with the Uniform Appraisal Standards
21 for Federal Land Acquisitions, and were ap-
22 proved by the Secretary in conjunction with
23 preparation of the November 2015 Draft
24 Record of Decision on the NorthMet Land Ex-
25 change.

1 (B) The appraisals referred to in subpara-
2 graph (A) determined that the value of the non-
3 Federal lands exceeded the value of the Federal
4 land parcel by approximately \$425,000.

5 (C) Based on the appraisals referred to in
6 subparagraph (A), the United States would or-
7 dinarily be required to make a \$425,000 cash
8 equalization payment to PolyMet to equalize ex-
9 change values under the Federal Land Policy
10 and Management Act of 1976 (43 U.S.C. 1701
11 et seq.), unless such an equalization payment is
12 waived by PolyMet.

13 (2) VALUES FOR CONSUMMATION OF LAND EX-
14 CHANGE.—The appraised values of the Federal and
15 non-Federal land determined and approved by the
16 Secretary in November 2015, and referenced in
17 paragraph (1)—

18 (A) shall be the values utilized to consum-
19 mate the NorthMet Land Exchange; and

20 (B) shall not be subject to reappraisal.

21 (3) WAIVER OF EQUALIZATION PAYMENT.—

22 (A) CONDITION ON LAND EXCHANGE.—
23 Notwithstanding section 206(b) of the Federal
24 Land Policy and Management Act (43 U.S.C.
25 1716(b)), and as part of its offer to exchange

1 the non-Federal lands as provided in subsection
2 (c)(1)(A) of this section, PolyMet shall waive
3 any payment to it of any monies owed by the
4 United States to equalize land values.

5 (B) TREATMENT OF WAIVER.—A waiver of
6 the equalization payment under subparagraph
7 (A) shall be considered as a voluntary donation
8 to the United States by PolyMet for all pur-
9 poses of law.

10 (e) MAPS AND LEGAL DESCRIPTIONS.—

11 (1) MINOR ADJUSTMENTS.—By mutual agree-
12 ment, the Secretary and PolyMet may correct minor
13 or typographical errors in any map, acreage esti-
14 mate, or description of the Federal land parcel or
15 non-Federal land to be exchanged in the NorthMet
16 Land Exchange.

17 (2) CONFLICT.—If there is a conflict between a
18 map, an acreage estimate, or a description of land
19 under this section, the map shall control unless the
20 Secretary and PolyMet mutually agree otherwise.

21 (3) EXCHANGE MAPS.—The maps referred to in
22 subsection (b) depicting the Federal and non-Fed-
23 eral lands to be exchanged in the NorthMet Land
24 Exchange, and dated June 28 2018, depict the iden-
25 tical lands identified in the Final Record of Deci-

1 sion, which are on file in the Office of the Super-
2 visor, Superior National Forest.

3 (f) POST-EXCHANGE LAND MANAGEMENT.—

4 (1) NON-FEDERAL LAND.—Upon conveyance of
5 the non-Federal land to the United States in the
6 NorthMet Land Exchange, the non-Federal land
7 shall become part of the Superior National Forest
8 and be managed in accordance with—

9 (A) the Act of March 1, 1911 (commonly
10 known as the Weeks Law; 16 U.S.C. 500 et
11 seq.); and

12 (B) the laws and regulations applicable to
13 the Superior National Forest and the National
14 Forest System.

15 (2) PLANNING.—Upon acquisition by the
16 United States in the NorthMet Land Exchange, the
17 non-Federal lands shall be managed in a manner
18 consistent with the land and resource management
19 plan applicable to adjacent federally owned lands in
20 the Superior National Forest. An amendment or
21 supplement to the land and resource management
22 plan shall not be required solely because of the ac-
23 quisition of the non-Federal lands.

24 (3) FEDERAL LAND.—Upon conveyance of the
25 Federal land parcel to PolyMet in the NorthMet

1 Land Exchange, the Federal land parcel shall be-
2 come private land and available for any lawful use
3 in accordance with applicable Federal, State, and
4 local laws and regulations pertaining to mining and
5 other uses of land in private ownership.

6 (g) MISCELLANEOUS PROVISIONS.—

7 (1) WITHDRAWAL OF ACQUIRED NON-FEDERAL
8 LAND.—The non-Federal lands acquired by the
9 United States in the NorthMet Land Exchange shall
10 be withdrawn, without further action by the Sec-
11 retary, from appropriation and disposal under public
12 land laws and under laws relating to mineral and
13 geothermal leasing.

14 (2) WITHDRAWAL REVOCATION.—Any public
15 land order that withdraws the Federal land parcel
16 from appropriation or disposal under a public land
17 law shall be revoked without further action by the
18 Secretary to the extent necessary to permit convey-
19 ance of the Federal land parcel to PolyMet.

20 (3) WITHDRAWAL OF FEDERAL LAND PENDING
21 CONVEYANCE.—The Federal land parcel to be con-
22 veyed to PolyMet in the NorthMet Land Exchange,
23 if not already withdrawn or segregated from appro-
24 priation or disposal under the mineral leasing and
25 geothermal or other public land laws upon enact-

1 ment of this section, is hereby so withdrawn, subject
2 to valid existing rights, until the date of conveyance
3 of the Federal land parcel to PolyMet.

4 (4) SECTION CONTROLS.—In the event any pro-
5 vision of the Record of Decision conflicts with a pro-
6 vision of this section, the provision of this section
7 shall control.

