

104TH CONGRESS
1ST SESSION

H. R. 1266

To provide for the exchange of lands within Admiralty Island National Monument, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MARCH 16, 1995

Mr. YOUNG of Alaska (for himself and Mr. MILLER of California) introduced the following bill; which was referred to the Committee on Resources

A BILL

To provide for the exchange of lands within Admiralty Island National Monument, 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 “Greens Creek Land
5 Exchange Act of 1995”.

6 **SEC. 2. FINDINGS.**

7 The Congress makes the following findings:

8 (1) The Alaska National Interest Lands Con-
9 servation Act established the Admiralty Island Na-
10 tional Monument and sections 503 and 504 of that

1 Act provided special provisions under which the
2 Greens Creek Claims would be developed. The provi-
3 sions supplemented the general mining laws under
4 which these claims were staked.

5 (2) The Kennecott Greens Creek Mining Com-
6 pany, Inc., currently holds title to the Greens Creek
7 Claims, and the area surrounding these claims has
8 further mineral potential which is yet unexplored.

9 (3) Negotiations between the United States
10 Forest Service and the Kennecott Greens Creek
11 Mining Company, Inc., have resulted in an agree-
12 ment by which the area surrounding the Greens
13 Creek Claims could be explored and developed under
14 terms and conditions consistent with the protection
15 of the values of the Admiralty Island National
16 Monument.

17 (4) The full effectuation of the Agreement, by
18 its terms, requires the approval and ratification by
19 Congress.

20 **SEC. 3. DEFINITIONS.**

21 As used in this Act—

22 (1) the term “Agreement” means the document
23 entitled the “Greens Creek Land Exchange Agree-
24 ment” executed on December 14, 1994, by the
25 Under Secretary of Agriculture for Natural Re-

1 sources and Environment on behalf of the United
2 States and the Kennecott Greens Creek Mining
3 Company and Kennecott Corporation;

4 (2) the term “ANILCA” means the Alaska Na-
5 tional Interest Lands Conservation Act, Public Law
6 96–487 (94 Stat. 2371);

7 (3) the term “conservation system unit” has
8 the same meaning as defined in section 102(4) of
9 ANILCA;

10 (4) the term “Escrow Account” means the
11 Greens Creek Land Exchange Escrow Account es-
12 tablished pursuant to subsection 5(b) of this Act;

13 (5) the term “Greens Creek Claims” means
14 those patented mining claims of Kennecott Greens
15 Creek Mining Company within the Monument recog-
16 nized pursuant to section 504 of ANILCA;

17 (6) the term “KGCMC” means the Kennecott
18 Greens Creek Mining Company, Inc., a Delaware
19 corporation;

20 (7) the term “Monument” means the Admiralty
21 Island National Monument in the State of Alaska
22 established by section 503 of ANILCA;

23 (8) the term “Royalty” means Net Island Re-
24 cepts Royalty as that latter term is defined in Ex-
25 hibit C to the Agreement; and

1 (9) the term “Secretary” means the Secretary
2 of Agriculture.

3 **SEC. 4. RATIFICATION OF THE AGREEMENT.**

4 The Agreement is hereby ratified and confirmed as
5 to the duties and obligations of the United States and its
6 agencies, and KGCMC and Kennecott Corporation, as a
7 matter of Federal law. The agreement may be modified
8 or amended, without further action by the Congress, upon
9 written agreement of all parties thereto and with notifica-
10 tion in writing being made to the appropriate committees
11 of the Congress.

12 **SEC. 5. IMPLEMENTATION OF THE AGREEMENT.**

13 (a) LAND ACQUISITION.—Without diminishment of
14 any other land acquisition authority of the Secretary in
15 Alaska and in furtherance of the purposes of the Agree-
16 ment, the Secretary is authorized to acquire lands and in-
17 terests in land within conservation system units in the
18 Tongass National Forest, and any land or interest in land
19 so acquired shall be administered by the Secretary as part
20 of the National Forest System and any conservation sys-
21 tem unit in which it is located. Priority shall be given to
22 acquisition of non-Federal lands within the Monument.

23 (b) ACQUISITION FUNDING.—

24 (1) Notwithstanding section 3302 of title 31,
25 United States Code, or any other statute affecting

1 the crediting of receipts, there is hereby established
2 in the Treasury of the United States an account en-
3 titled the “Greens Creek Land Exchange Escrow Ac-
4 count” into which shall be deposited the \$1,100,000
5 received from KGCMC pursuant to part 4.A.(i)(b) of
6 the Agreement. Such moneys in the Escrow Account
7 are hereby authorized and appropriated, until ex-
8 pended, for land acquisition pursuant to subsection
9 (a) of this section.

10 (2) Moneys on deposit in the Escrow Account
11 shall not be subject to deferral or recision under the
12 Budget Impoundment and Control Act of 1974.

13 (c) TWENTY-FIVE PERCENT FUND.—All royalties
14 paid to the United States under the Agreement shall be
15 subject to the 25 percent distribution provisions of the Act
16 of May 23, 1908, as amended (16 U.S.C. 500) relating
17 to payments for roads and counties.

18 (d) MINERAL DEVELOPMENT.—Notwithstanding any
19 provision of ANILCA to the contrary, the lands and inter-
20 ests in lands being conveyed to KGCMC pursuant to the
21 Agreement shall be available for mining and related activi-
22 ties subject to and in accordance with the terms of the
23 Agreement and conveyances made thereunder.

24 (e) ADMINISTRATION.—The Secretary of Agriculture
25 is authorized to implement and administer the rights and

1 obligations of the Federal Government under the Agree-
2 ment, including monitoring the Government's interests re-
3 lating to extralateral rights, collecting royalties, and con-
4 ducting audits. The Secretary may enter into cooperative
5 arrangements with other Federal agencies for the per-
6 formance of any Federal rights or obligations under the
7 Agreement or this Act.

8 (f) REVERSIONS.—Upon reversion to the United
9 States of KGCMC properties located on Admiralty, those
10 properties located within the Monument shall become part
11 of the Monument and those properties lying outside the
12 Monument shall be managed as part of the Tongass Na-
13 tional Forest.

14 (g) SAVINGS PROVISIONS.—Implementation of the
15 Agreement in accordance with this Act shall not be
16 deemed a major Federal action significantly affecting the
17 quality of the human environment, nor shall implementa-
18 tion require further consideration pursuant to the Na-
19 tional Historic Preservation Act, title VIII of ANILCA,
20 or any other law.

21 **SEC. 6. RECISION RIGHTS.**

22 Within 60 days of the enactment of this Act, KGCMC
23 and Kennecott Corporation shall have a right to rescind
24 all rights under the Agreement and this Act. Recision shall
25 be effected by a duly authorized resolution of the Board

1 of Directors of either KGCMC or Kennecott Corporation
2 and delivered to the Chief of the Forest Service at the
3 Chief's principal office in Washington, District of Colum-
4 bia. In the event of a rescission, the status quo ante provi-
5 sions of the Agreement shall apply.

