

Statement for the Record
By the Bureau of Land Management,
U.S. Department of the Interior
H.R. 3651, Utah National Guard Readiness Act
Before the House Committee on Natural Resources
Subcommittee on National Parks, Forests and Public Lands
March 6, 2008

Thank you for providing the Department of the Interior the opportunity to present its views on H.R. 3651, the Utah National Guard Readiness Act. The Department supports the conveyance of the lands identified in H.R. 3651 to the State of Utah for homeland security or national defense purposes. However we have concerns with the bill as drafted; in particular we have substantive and technical concerns with the reversionary clause.

Background

Camp W. G. Williams is located approximately 25 miles south of Salt Lake City, Utah, in an area of expanding residential development. The 24,000 acre base is a National Guard training site administered by the Utah Army National Guard and includes training facilities for a variety of military purposes. Approximately 18,000 acres of the base are comprised of public land that has been withdrawn to the United States Army as a training facility for the Utah Army National Guard under the provisions of Executive Order 1922 and Title IX of Public Law 101-628, the Arizona Desert Wilderness Act of 1990.

H.R. 3651

H.R. 3651 directs the Secretary of the Interior to convey to the State of Utah at no cost approximately 258 acres of the 18,000 acres currently withdrawn for the purpose of permitting the Utah Army National Guard to use the conveyed land. The legislation includes a reversionary clause to return the land to the ownership of the United States if attempt is made by the State of Utah to sell the land or use the land solely for non-defense purposes. The legislation also provides that it is not a violation for the State to lease the lands to commercial interests if the lease facilitates public-private partnerships that directly support the Utah National Guard defense missions or other public health, safety, or homeland defense purposes.

Within the last few months, the Department completed a complicated resurvey of lands within and adjacent to Camp Williams, which was performed at the request of Camp Williams as part of its concern regarding urban encroachment. The survey discovered errors in two surveys completed in 1856 and 1900. This recently completed “dependent resurvey” has resulted in the addition of 173 acres within the exterior boundary of Camp Williams identified in the original withdrawals covered by the Executive Order and P.L. 101-628. Therefore, the September 20, 2007, map that the BLM prepared for Congressman Bishop, the legislation’s sponsor, and which is referenced by this bill, does not reflect the new survey. We would like the opportunity to work with the sponsor to ascertain which of the lands covered by the new survey are intended to be included within H.R. 3651. We believe this may result in an increase in the acreage proposed for conveyance.

Because the public lands proposed for conveyance are currently withdrawn for the benefit of the United States Army, a portion of the overall withdrawal to the Army would need to be revoked by this legislation in order that the lands may be appropriately conveyed. We defer to the Department of Defense on their position on the partial revocation of the underlying withdrawal.

As we have expressed in prior statements, the Department generally supports a conveyance at no cost if the conveyed land is used for important national security and defense purposes. We would note that these lands are already withdrawn for military uses to the U.S. Army for use by the Utah National Guard. We would like clarification why it is necessary to convey land directly to the State of Utah for use by the National Guard.

We would like to work with the sponsor of the legislation on some substantive and technical considerations regarding the reversionary clause. Specifically, the reversionary clause language is broad and would be difficult for the Department of the Interior to oversee. For example, it is unclear what the definition of “public-private” partnerships means or what types of arrangements would qualify under the reversionary clause. Additionally, the Department would like any reversionary clause to be exercised at the discretion of the Secretary.

Thank you for the opportunity to provide testimony.