

107<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

# S. 2018

[Report No. 107-285]

To establish the T'uf Shur Bien Preservation Trust Area within the Cibola National Forest in the State of New Mexico to resolve a land claim involving the Sandia Mountain Wilderness, and for other purposes.

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## IN THE SENATE OF THE UNITED STATES

MARCH 14, 2002

Mr. BINGAMAN introduced the following bill; which was read twice and referred jointly pursuant to the order of March 14, 2002, to the Committees on Energy and Natural Resources, and Indian Affairs, with instructions that if one committee reports, the other committee have twenty calendar days, excluding any period where the Senate is not in session for more than three days, to report or be discharged

SEPTEMBER 17, 2002

Reported by Mr. BINGAMAN, with an amendment

[Strike out all after the enacting clause and insert the part printed in *italic*]

SEPTEMBER 17, 2002

Referred to the Committee on Indian Affairs pursuant to the order of March 14, 2002

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## A BILL

To establish the T'uf Shur Bien Preservation Trust Area within the Cibola National Forest in the State of New Mexico to resolve a land claim involving the Sandia Mountain Wilderness, 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 “T’uf Shur Bien Preser-  
5 vation Trust Area Act”.

6 **SEC. 2. FINDING AND STATEMENT OF PURPOSE.**

7        (a) **FINDING.**—The Congress finds that in 1748, the  
8 Pueblo of Sandia received a grant from a representative  
9 of the King of Spain, which grant was recognized and con-  
10 firmed by Congress in 1858 (11 Stat. 374). In 1994, the  
11 Pueblo filed a lawsuit against the Secretary of the Interior  
12 and the Secretary of Agriculture in the U.S. District  
13 Court for the District of Columbia, Civil No.  
14 1:94CV02624, asserting that Federal surveys of the grant  
15 boundaries erroneously excluded certain lands within the  
16 Cibola National Forest, including a portion of the Sandia  
17 Mountain Wilderness;

18        (b) **PURPOSES.**—The purposes of this Act are to—

19            (1) establish the T’uf Shur Bien Preservation  
20 Trust Area in the Cibola National Forest;

21            (2) confirm the status of National Forest and  
22 Wilderness lands in the Area while resolving issues  
23 associated with the Pueblo’s lawsuit and the opin-  
24 ions of the Solicitor of the Department of the Inte-

1       rior dated December 9, 1988 (M-36963; 96 I.D.  
 2       331) and January 19, 2001 (M-37002); and  
 3           (3) provide the Pueblo, parties involved in the  
 4       litigation; and the public with a fair and just settle-  
 5       ment of the Pueblo's claim.

6 **SEC. 3. DEFINITIONS.**

7       For purposes of this Act:

8       (a) **AREA.**—The term “Area” means the T’uf Shur  
 9       Bien Preservation Trust Area as depicted on the map; and  
 10       excludes the subdivisions and other privately and publicly  
 11       owned lands as set forth in this Act and the Settlement  
 12       Agreement.

13       (b) **CREST FACILITIES.**—The term “crest facilities”  
 14       means all facilities and developments located on the crest  
 15       of Sandia Mountain, including the Sandia Crest Electronic  
 16       Site; electronic site access roads; the Crest House; the  
 17       upper terminal; restaurant; and related facilities of Sandia  
 18       Peak Tram Company; the Crest Observation Area; park-  
 19       ing lots; restrooms; the Crest Trail (Trail No. 130); hang  
 20       glider launch sites; and the Kiwanis cabin; as well as the  
 21       lands upon which such facilities are located and the lands  
 22       extending 100 feet to the west of each such facility; unless  
 23       a different distance is agreed to in writing between the  
 24       Forest Service and the Pueblo and documented in the sur-  
 25       vey of the Area.

1 (c) FOREST SERVICE.—The term “Forest Service”  
2 means the U.S. Forest Service.

3 (d) LA LUZ TRACT.—The term “La Luz tract”  
4 means that tract comprised of approximately 31 acres of  
5 land owned in fee by the Pueblo and depicted on the map.

6 (e) LOCAL PUBLIC BODIES.—The term “local public  
7 bodies” means political subdivisions of the State of New  
8 Mexico as defined in New Mexico Code section 6-5-1.

9 (f) MANAGEMENT PLAN.—The term “Management  
10 Plan” means the T’uf Shur Bien Preservation Trust Area  
11 Management Plan, attached as an exhibit to the Settle-  
12 ment Agreement.

13 (g) MAP.—The term “map” means the Forest Serv-  
14 ice map entitled “T’uf Shur Bien Preservation Trust  
15 Area,” dated April 2000.

16 (h) PIEDRA LISA TRACT.—The term “Piedra Lisa  
17 tract” means that tract comprised of approximately 160  
18 acres of land held in private ownership and depicted on  
19 the map.

20 (i) PUEBLO.—The term “Pueblo” means the Pueblo  
21 of Sandia in its governmental capacity.

22 (j) SECRETARY.—The term “Secretary” means the  
23 Secretary of Agriculture, except where otherwise expressly  
24 indicated.

1           (k) SETTLEMENT AGREEMENT.—The term “Settle-  
2 ment Agreement” means the Agreement of Compromise  
3 and Settlement dated April 4, 2000, between the United  
4 States, the Pueblo, and the Sandia Peak Tram Company.

5           (l) SPECIAL USE PERMIT.—The term “special use  
6 permit” means the December 1, 1993, Special Use Permit  
7 issued by the Forest Service to Sandia Peak Tram Com-  
8 pany and Sandia Peak Ski Company, encompassing ap-  
9 proximately 46 acres of the corridor presently dedicated  
10 to aerial tramway use, and approximately 945 acres of the  
11 ski area, as well as the lands described generally in exhibit  
12 A to the December 31, 1993, Special Use Permit, includ-  
13 ing the maintenance road to the lower tram tower, water  
14 storage and distribution facilities, seven helispots, and the  
15 other lands described therein.

16           (m) SUBDIVISIONS.—The term “subdivisions” means  
17 the subdivisions of Sandia Heights Addition, Sandia  
18 Heights North Units I, II, and 3, Tierra Monte, and Ever-  
19 green Hills, as well as additional plats and privately owned  
20 properties as further described in the Settlement Agree-  
21 ment and depicted on the map, exclusive of the property  
22 now owned or hereafter acquired by the Pueblo or the For-  
23 est Service in the subdivisions.

24           (n) TRADITIONAL AND CULTURAL USES.—The terms  
25 “traditional and cultural uses” and “traditional and cul-

1 tural purposes<sup>22</sup> mean ceremonial activities, including the  
 2 placing of ceremonial materials in the Area, and the use,  
 3 hunting, trapping or gathering of plants, animals, wood,  
 4 water, and other natural resources, but only for non-com-  
 5 mercial purposes.

6 **SEC. 4. T'UF SHUR BIEN PRESERVATION TRUST AREA.**

7 (a) **ESTABLISHMENT.**—The T'uf Shur Bien Preser-  
 8 vation Trust Area is established within the Cibola Na-  
 9 tional Forest and the Sandia Mountain Wilderness as de-  
 10 picted on the map:

11 (1) to recognize and protect in perpetuity the  
 12 Pueblo's rights and interests in and to the Area, as  
 13 specified in section 5(a) of this Act;

14 (2) to preserve in perpetuity the wilderness and  
 15 National Forest character of the Area; and

16 (3) to recognize and protect in perpetuity the  
 17 public's longstanding use and enjoyment of the Area.

18 (b) **ADMINISTRATION AND APPLICABLE LAW.**—The  
 19 Secretary, acting through the Forest Service, shall con-  
 20 tinue to administer the Area on behalf of the United  
 21 States as National Forest System lands under this Act,  
 22 the Wilderness Act, other laws and regulations applicable  
 23 to the National Forest System, and the Management Plan  
 24 (which is incorporated herein by reference) to accomplish

1 the purposes of the Area as set forth in subsection (a)  
2 of this section.

3 (c) ~~EXCEPTIONS.~~—

4 (1) Traditional and cultural uses by Pueblo  
5 members and members of other federally recognized  
6 Indian tribes authorized to use the Area by the  
7 Pueblo under section 5(a)(4) of this Act shall not be  
8 restricted except by the Wilderness Act and its regu-  
9 lations as they exist on the date of enactment of this  
10 Act and by applicable Federal wildlife protection  
11 laws as provided in section 6(a)(2) of this Act.

12 (2) ~~To~~ the extent that laws enacted or amended  
13 after the date of this Act are inconsistent with this  
14 Act, they shall not apply to the Area unless ex-  
15 pressly made applicable by Congress.

16 (3) In implementing the Management Plan,  
17 both Bernalillo and Sandoval County, acting through  
18 their respective County Commissions, whichever is  
19 applicable based on the location of the land affected,  
20 shall be afforded the right to consent or withhold  
21 consent to new uses within the Area subject to the  
22 same limitations placed on the Pueblo in the Man-  
23 agement Plan.

24 (d) ~~AREA DEFINED.~~—The Area shall be comprised  
25 of approximately 9890 acres of land within the Cibola Na-

1 tional Forest as depicted on the map. As soon as prac-  
2 ticable after enactment of this Act, the Secretary shall file  
3 the map and a legal description of the Area with the Com-  
4 mittee on Resources of the House of Representatives and  
5 with the Committee on Energy and Natural Resources.  
6 Such map and legal description shall have the same force  
7 and effect as if included in this Act, except that clerical  
8 and typographical errors shall be corrected, and changes  
9 that may be necessary pursuant to section 8(b), 8(d), and  
10 8(e) shall be made. The map and legal description shall  
11 be on file and available for public inspection in the Office  
12 of the Chief of the Forest Service, Department of Agri-  
13 culture, Washington, District of Columbia.

14 (e) NO CONVEYANCE OF TITLE.—The United States  
15 right, title and interest in or to the Area or any part there-  
16 of shall not be conveyed to or exchanged with any person,  
17 trust, or governmental entity, including the Pueblo, with-  
18 out specific authorization of Congress.

19 (f) PROHIBITED USES.—Notwithstanding any other  
20 provision of law, no use prohibited by the Wilderness Act  
21 as of the date of enactment of this Act may occur in the  
22 wilderness portion of the Area; nor may any of the fol-  
23 lowing uses occur in any portion of the Area: gaming or  
24 gambling of any kind, mineral production, timber produc-  
25 tion, and uses that are described in section 4(d)(4) of the

1 Wilderness Act (16 U.S.C. 1133(d)(4)). The Area is  
2 closed to the location of mining claims under the Mining  
3 Law of 1872 (30 U.S.C. 22).

4 (g) NO MODIFICATION OF BOUNDARIES.—Nothing  
5 herein shall affect the boundaries of, or shall repeal or  
6 disestablish the Sandia Mountain Wilderness or the Cibola  
7 National Forest. Establishment of the Area does not in  
8 any way modify the boundary of the Pueblo grant.

9 **SEC. 5. PUEBLO OF SANDIA RIGHTS AND INTERESTS IN**  
10 **THE AREA.**

11 (a) GENERAL.—The Pueblo shall have the following  
12 rights and interests in the Area:

13 (1) free and unrestricted access to the Area for  
14 traditional and cultural uses to the extent not incon-  
15 sistent with the Wilderness Act and its regulations  
16 as they exist on the date of enactment of this Act  
17 and with applicable Federal wildlife protection laws  
18 as provided in section 6(a)(2), which right shall be  
19 compensable to the extent provided in subsection (c);

20 (2) perpetual preservation of the wilderness and  
21 National Forest character of the Area under this  
22 Act, which shall be compensable to the extent pro-  
23 vided in subsection (c);

24 (3) rights in the management of the Area speci-  
25 fied in the Management Plan which include:

1           (A) the right to consent or withhold con-  
2           sent to new uses;

3           (B) the right to consultation regarding  
4           modified uses;

5           (C) the right to consultation regarding the  
6           management and preservation of the Area; and

7           (D) the right to dispute resolution proce-  
8           dures;

9           (4) exclusive authority, in accordance with its  
10          customs and laws, to administer access to the Area  
11          for traditional and cultural uses by members of the  
12          Pueblo and of other federally recognized Indian  
13          tribes; and

14          (5) such other rights and interests as are enu-  
15          merated and recognized in sections 4, 5(c), 7, and  
16          8.

17          (b) LIMITATION.—Except as provided in subsection  
18          (a)(4), access to and use of the Area for all other purposes  
19          shall continue to be administered by the Secretary through  
20          the Forest Service.

21          (c) COMPENSABLE INTEREST.—

22                 (1) If, by an Act of Congress enacted subse-  
23                 quent to the effective date of this Act, Congress di-  
24                 minishes the wilderness and National Forest char-  
25                 acter of the Area by authorizing a use prohibited by

1 section 4(f) in all or any portion of the Area, or per-  
2 manently denies the Pueblo access for any tradi-  
3 tional and cultural uses in all or any portion of the  
4 Area, the United States shall compensate the Pueblo  
5 as if the Pueblo had held a fee title interest in the  
6 affected portion of the Area and as though the  
7 United States had acquired such interest by legisla-  
8 tive exercise of its power of eminent domain, and the  
9 restrictions of sections 4(f) and 6(a) shall be dis-  
10 regarded in determining just compensation owed to  
11 the Pueblo.

12 (2) Any compensation made to the Pueblo pur-  
13 suant to subsection (c)(1) does not in any way affect  
14 the extinguishment of claims set forth in section 9.

15 **SEC. 6. LIMITATIONS ON PUEBLO OF SANDIA RIGHTS AND**  
16 **INTERESTS IN THE AREA.**

17 (a) **LIMITATION.**—The Pueblo’s rights and interests  
18 recognized in this Act do not include:

19 (1) any right to sell, grant, lease, convey, en-  
20 cumber or exchange lands in the Area, or any right  
21 or interest therein, and any such conveyance shall  
22 not have validity in law or equity;

23 (2) any exemption from applicable Federal wild-  
24 life protection laws;

1           ~~(3) any right to engage in any activity or use~~  
2           ~~prohibited in section 4(f); or~~

3           ~~(4) any right to exclude persons or govern-~~  
4           ~~mental entities from the Area.~~

5           (b) EXCEPTION.—No person who exercises tradi-  
6           tional and cultural use rights as authorized in section  
7           5(a)(4) of this Act may be prosecuted for a Federal wild-  
8           life offense requiring proof of a violation of a State law  
9           or regulation.

10   **SEC. 7. JURISDICTION OVER THE AREA.**

11           (a) CRIMINAL JURISDICTION.—Notwithstanding any  
12           other provision of law, jurisdiction over crimes committed  
13           in the Area shall be allocated as follows:

14                   (1) To the extent that the allocations of crimi-  
15                   nal jurisdiction over the Area under paragraphs (2),  
16                   (3), and (4) of this subsection are overlapping, they  
17                   should be construed to allow for the exercise of con-  
18                   current criminal jurisdiction.

19                   (2) The Pueblo shall have jurisdiction over  
20                   crimes committed by its members or by members of  
21                   another federally recognized Indian tribe who are  
22                   present in the Area with the Pueblo's permission  
23                   pursuant to section 5(a)(4).

24                   (3) The United States shall have jurisdiction  
25                   over—

1           (A) the offenses listed in section 1153 of  
 2 title 18, U.S. Code, including any offenses  
 3 added to the list in that statute by future  
 4 amendments thereto, when such offenses are  
 5 committed by members of the Pueblo and other  
 6 federally recognized Indian tribes;

7           (B) crimes committed by any person in  
 8 violation of laws and regulations pertaining to  
 9 the protection and management of National  
 10 Forests;

11           (C) enforcement of Federal criminal laws  
 12 of general applicability; and

13           (D) any other offense committed by a  
 14 member of the Pueblo against a non-member of  
 15 the Pueblo. Any offense which is not defined  
 16 and punished by Federal law in force within the  
 17 exclusive jurisdiction of the United States shall  
 18 be defined and punished in accordance with the  
 19 laws of the State of New Mexico.

20           (4) The State of New Mexico shall have juris-  
 21 diction over any crime under its laws committed by  
 22 a person not a member of the Pueblo.

23           (b) CIVIL JURISDICTION.—

24           (1) Except as provided in paragraphs (2), (3),  
 25 (4), and (5), the United States, the State of New

1 Mexico, and local public bodies shall have the same  
2 civil adjudicatory, regulatory, and taxing jurisdiction  
3 over the Area as they exercised prior to the enact-  
4 ment of this Act.

5 (2) The Pueblo shall have exclusive civil adju-  
6 dicatory jurisdiction over—

7 (A) disputes involving only members of the  
8 Pueblo;

9 (B) civil actions brought by the Pueblo  
10 against members of the Pueblo; and

11 (C) civil actions brought by the Pueblo  
12 against members of other federally recognized  
13 Indian tribes for violations of understandings  
14 between the Pueblo and that member's tribe re-  
15 garding use or access to the Area for traditional  
16 and cultural purposes.

17 (3) The Pueblo shall have no regulatory juris-  
18 diction over the Area with the exception of:

19 (A) exclusive authority to regulate tradi-  
20 tional and cultural uses by the Pueblo's own  
21 members and to administer access to the Area  
22 by other federally recognized Indian tribes for  
23 traditional and cultural uses, to the extent such  
24 regulation is consistent with this Act; and

1           (B) The Pueblo shall have exclusive au-  
2           thority to regulate hunting and trapping in the  
3           Area by its members that is related to tradi-  
4           tional and cultural purposes. Such authority  
5           shall not vest or continue until the Pueblo en-  
6           acts and thereafter maintains and enforces reg-  
7           ulations substantially similar to those of the  
8           State of New Mexico concerning seasons, game  
9           management, types of weapons, proximity of  
10          hunting and trapping to trails and residences,  
11          and comparable safety restrictions. Prior to  
12          adopting such regulations, the Pueblo shall pro-  
13          vide the Forest Service and the New Mexico  
14          Game and Fish Department with notice and an  
15          opportunity to comment on the regulations. The  
16          Pueblo shall consult and exchange information  
17          with the New Mexico Game and Fish Depart-  
18          ment on a periodic basis to assist the Depart-  
19          ment with its ongoing responsibility to protect  
20          wildlife populations within the Area.

21          (4) The Pueblo shall have no authority to im-  
22          pose taxes within the Area.

23          (5) The State of New Mexico and local public  
24          bodies shall have no authority within the Area to tax  
25          the activities or the property of the Pueblo, its mem-

1       bers, or members of other federally recognized In-  
2       dian tribes authorized to use the Area under section  
3       5(a)(4) of this Act.

4       **SEC. 8. SUBDIVISIONS AND OTHER PROPERTY INTERESTS.**

5       (a) SUBDIVISIONS.—The subdivisions are excluded  
6       from the Area. The Pueblo shall have no civil or criminal  
7       jurisdiction for any purpose, including without limitation  
8       adjudicatory, taxing, zoning, regulatory or any other form  
9       of jurisdiction, over the subdivisions and property interests  
10      therein, and the laws of the Pueblo shall not apply to the  
11      subdivisions. The jurisdiction of the State of New Mexico  
12      and local public bodies over the subdivisions and property  
13      interests therein shall continue in effect.

14      (b) PIEDRA LISA.—The Piedra Lisa tract is excluded  
15      from the Area notwithstanding any subsequent acquisition  
16      of the tract by the Pueblo. If the Forest Service acquires  
17      the tract, it shall be included in the Area. Unless the  
18      Piedra Lisa tract is acquired by the Pueblo, the Pueblo  
19      shall have no civil or criminal jurisdiction over the tract  
20      and property interests therein, and the laws of the Pueblo  
21      shall not apply to the tract. Except as provided in sub-  
22      section (c), the jurisdiction of the State of New Mexico  
23      and local bodies over the Piedra Lisa tract and property  
24      interests therein shall continue in effect. If the Forest

1 Service acquires the tract, the jurisdictional provisions of  
2 section 7 of this Act shall apply.

3 (c) CREST FACILITIES.—The lands on which the  
4 crest facilities are located are excluded from the Area. The  
5 Pueblo shall have no civil or criminal jurisdiction for any  
6 purpose, including without limitation adjudicatory, taxing,  
7 zoning, regulatory or any other form of jurisdiction, over  
8 the lands on which the crest facilities are located and  
9 property interests therein, and the laws of the Pueblo shall  
10 not apply to those lands. The pre-existing jurisdictional  
11 status of those lands shall continue in effect.

12 (d) SPECIAL USE PERMIT AREA.—The lands de-  
13 scribed in the special use permit are excluded from the  
14 Area. The Pueblo shall have no civil or criminal jurisdic-  
15 tion for any purpose, including without limitation adju-  
16 dicatory, taxing, zoning, regulatory, or any other form of  
17 jurisdiction, over the lands described in the special use  
18 permit, and the laws of the Pueblo shall not apply to those  
19 lands. The pre-existing jurisdictional status of these lands  
20 shall continue in effect. In the event the special use per-  
21 mit, during its existing term or any future terms or exten-  
22 sions, requires amendment to include other lands in the  
23 Area necessary to realign the existing or any future re-  
24 placement tram line, associated structures, or facilities,  
25 the lands subject to that amendment shall thereafter be

1 excluded from the Area and shall have the same status  
2 under this Act as the lands currently described in the spe-  
3 cial use permit. Any lands dedicated to aerial tramway and  
4 related uses and associated facilities that are excluded  
5 from the special use permit through expiration, termi-  
6 nation or the amendment process shall thereafter be in-  
7 cluded in the Area but only after final agency action is  
8 no longer subject to any appeals.

9 (e) LA LUZ TRACT AND SUBSEQUENT ACQUISITION.—  
10 The La Luz tract now owned in fee by the Pueblo  
11 is excluded from the Area and shall be transferred to the  
12 United States and held in trust for the Pueblo by the  
13 United States and administered by the Secretary of the  
14 Interior. If the Pueblo acquires the Piedra Lisa tract, the  
15 tract shall be transferred to the United States and held  
16 in trust for the Pueblo by the United States and adminis-  
17 tered by the Secretary of the Interior. Such trust land  
18 shall be subject to all limitations on use pertaining to the  
19 Area contained in this Act. The restriction contained in  
20 section 6(a)(4) shall not apply outside of Forest Service  
21 System trails. The State of New Mexico and local public  
22 bodies shall have no authority to tax or regulate the activi-  
23 ties or the property of the Pueblo or its members with  
24 respect to such trust lands.

25 (f) FOREST SERVICE LANDS.—

1           (1) Title to lands consisting of approximately  
2           0.314 acre, and any improvements thereon, which  
3           are located within the Evergreen Hills subdivision  
4           and administered by the Forest Service, shall be  
5           transferred to the Pueblo. Such lands are excluded  
6           from the Area, shall be subject to the jurisdictional  
7           provisions of subsection (a) of this section, and shall  
8           be subject to all limitations on use pertaining to the  
9           Area contained in this Act.

10           (2) Lands consisting of approximately 0.419  
11           acre, and any improvements thereon, which are lo-  
12           cated within the Evergreen Hills subdivision, admin-  
13           istered by the Forest Service, and contiguous to the  
14           tract of approximately 39 contiguous acres owned in  
15           fee by the Pueblo in the Evergreen Hills subdivision  
16           shall be transferred to the Pueblo. Such lands are  
17           excluded from the Area, shall be subject to the juris-  
18           dictional provisions of subsection (a) of this section,  
19           and shall be subject to all limitations on use per-  
20           taining to the Area contained in this Act.

21           (g) PUEBLO FEE LANDS.—Those properties not ad-  
22           dressed in subsections (e) or (f) of this section that are  
23           owned in fee by the Pueblo within the subdivisions are ex-  
24           cluded from the Area and shall be subject to the jurisdic-  
25           tional provisions of subsection (a) of this section.

1       (h) ~~RIGHTS-OF-WAY.—~~

2               (1) ~~ROAD RIGHTS-OF-WAY.—~~(A) In accordance  
3 with the Pueblo having given its consent in the Set-  
4 tlement Agreement, the Secretary of the Interior  
5 shall grant to the County of Bernalillo, New Mexico,  
6 in perpetuity, the following irrevocable rights of way  
7 for roads identified on the map and described in the  
8 Settlement Agreement in order to provide for public  
9 access to the subdivisions, the special use permit  
10 land and facilities, the Sandia Peak interests as de-  
11 scribed in the Settlement Agreement, the Sandia  
12 Heights South Subdivision, and the Area:

13                       (i) a right-of-way for Tramway Road;

14                       (ii) a right-of-way for Juniper Hill Road  
15 North;

16                       (iii) a right-of-way for Juniper Hill Road  
17 South;

18                       (iv) a right-of-way for Sandia Heights  
19 Road; and

20                       (v) a right-of-way for Juan Tabo Canyon  
21 Road (Forest Road No. 333).

22               (B) The road rights-of-way shall be subject to  
23 the following conditions:

24                       (i) Such rights-of-way may not be ex-  
25 panded or otherwise modified without the Pueb-

1 lo's written consent, but road maintenance to  
2 the rights of way shall not be subject to Pueblo  
3 consent;

4 (ii) The rights-of-way shall not authorize  
5 uses for any purpose other than roads without  
6 the Pueblo's written consent.

7 (iii) Existing rights-of-way or leasehold in-  
8 terests held by the Sandia Peak Tram Com-  
9 pany, as described in the Settlement Agree-  
10 ment, shall be preserved and protected.

11 (2) UTILITY RIGHTS-OF-WAY.—In accordance  
12 with the Pueblo having given its consent in the Set-  
13 tlement Agreement, the Secretary of the Interior  
14 shall grant irrevocable utility rights-of-way in per-  
15 petuity across Pueblo lands to appropriate utility or  
16 other service providers serving Sandia Heights Addi-  
17 tion, Sandia Heights North Units I, II, and 3, and  
18 Tierra Monte, including rights-of-way for natural  
19 gas utility service and cable television service. Such  
20 rights-of-way shall be within existing utility cor-  
21 ridors. Except where above-ground facilities already  
22 exist, all new utility facilities shall be installed un-  
23 derground unless the Pueblo agrees otherwise. To  
24 the extent that enlargement of existing utility cor-  
25 ridors is required for any technologically-advanced

1 telecommunication, television, or utility services, the  
2 Pueblo shall not unreasonably withhold agreement to  
3 a reasonable enlargement of the easements described  
4 above.

5 (i) FOREST SERVICE RIGHTS-OF-WAY.—In accord-  
6 ance with the Pueblo having given its consent in the Set-  
7 tlement Agreement, the Secretary of the Interior shall  
8 grant to the Forest Service the following irrevocable  
9 rights-of-way in perpetuity for Forest Service trails cross-  
10 ing land of the Pueblo in order to provide for public access  
11 to the Area and through Pueblo lands:

12 (1) a right-of-way for a portion of the Crest  
13 Spur Trail (Trail No. 84), crossing a portion of the  
14 La Luz tract, as identified on the map and described  
15 in the Settlement Agreement;

16 (2) a right-of-way for the extension of the Foot-  
17 hills Trail (Trail No. 365A), as identified on the  
18 map and described in the Settlement Agreement;  
19 and

20 (3) a right-of-way for that portion of the Piedra  
21 Lisa North-South Trail (Trail No. 135) crossing the  
22 Piedra Lisa tract, if the Pueblo ever acquires the  
23 Piedra Lisa tract.

1 **SEC. 9. EXTINGUISHMENT OF CLAIMS.**

2 (a) GENERAL.—Except for the rights and interests  
3 in and to the Area specifically recognized in sections 4,  
4 5, 7, and 8, all Pueblo claims to right, title and interest  
5 of any kind, including aboriginal claims, in and to lands  
6 within the Area, any part thereof, and property interests  
7 therein, as well as related boundary, survey, trespass, and  
8 monetary damage claims, are hereby permanently extin-  
9 guished. The United States title to the Area is hereby con-  
10 firmed.

11 (b) SUBDIVISIONS AND PIEDRA LISA.—Any Pueblo  
12 claims to right, title and interest of any kind, including  
13 aboriginal claims, in and to the subdivisions and the  
14 Piedra Lisa tract and property interests therein, as well  
15 as related boundary, survey, trespass, and monetary dam-  
16 age claims, are hereby permanently extinguished.

17 (c) SPECIAL USE AND CREST FACILITIES AREAS.—  
18 Any Pueblo right, title and interest of any kind, including  
19 aboriginal claims, and related boundary, survey, trespass,  
20 and monetary damage claims, are hereby permanently ex-  
21 tinguished in and to—

22 (1) the lands described in the special use per-  
23 mit; and

24 (2) the lands on which the crest facilities are lo-  
25 cated.

1 (d) PUEBLO AGREEMENT.—As provided in the Set-  
2 tlement Agreement, the Pueblo has agreed to the relin-  
3 quishment and extinguishment of those claims, rights, ti-  
4 tles and interests extinguished pursuant to subsection (a),  
5 (b) and (c) of this section.

6 (e) CONSIDERATION.—The recognition of the Pueb-  
7 lo's rights and interests in this Act constitutes adequate  
8 consideration for the Pueblo's agreement to the extin-  
9 guishment of the Pueblo's claims in this section and the  
10 right-of-way grants contained in section 8, and it is the  
11 intent of Congress that those rights and interests may  
12 only be diminished by a future Act of Congress specifically  
13 authorizing such diminishment of such rights, with ex-  
14 press reference to this Act.

15 **SEC. 10. CONSTRUCTION.**

16 (a) STRICT CONSTRUCTION.—This Act, the Settle-  
17 ment Agreement, and the Management Plan recognize  
18 only enumerated rights and interests, and no additional  
19 rights, interests, obligations, or duties shall be created by  
20 implication.

21 (b) EXISTING RIGHTS.—To the extent any valid pri-  
22 vate property rights exist within the Area that are not oth-  
23 erwise addressed in this Act or in the Settlement Agree-  
24 ment, such rights are not modified or otherwise affected  
25 by this Act.

1           (e) NOT PRECEDENT.—The provisions of this Act  
2 creating certain rights and interests in the National For-  
3 est System are uniquely suited to resolve the Pueblo’s  
4 claim and the geographic and societal situation involved;  
5 and shall not be construed as precedent for any other situ-  
6 ation involving management of the National Forest Sys-  
7 tem.

8           (d) FISH AND WILDLIFE.—Except as provided in sec-  
9 tion 7(b)(3)(B), nothing in this Act shall be construed as  
10 affecting the responsibilities of the State of New Mexico  
11 with respect to fish and wildlife, including the regulation  
12 of hunting, fishing, or trapping with the Area.

13 **SEC. 11. JUDICIAL REVIEW.**

14           (a) ENFORCEMENT.—Suit to enforce the provisions  
15 of this Act or the Management Plan may be brought to  
16 the extent permitted under chapter 7 of title 5, U.S. Code.  
17 Judicial review shall be based upon the administrative  
18 record and subject to the applicable standard of review  
19 set forth in section 706 of title 5.

20           (b) WAIVER.—Suit may be brought against the Pueb-  
21 lo for declaratory judgment or injunctive relief under this  
22 Act, the Settlement Agreement or the Management Plan,  
23 but no money damages, including costs or attorney’s fees,  
24 may be imposed on the Pueblo as a result of such judicial  
25 action. The United States consents to and ratifies the

1 waiver of sovereign immunity by the Pueblo contained in  
2 the Settlement Agreement.

3 (c) VENUE.—Venue for any suit provided for in this  
4 section, as well as any suit to contest the constitutionality  
5 of this Act, shall lie only in the United States District  
6 Court for the District of New Mexico.

7 **SEC. 12. RATIFICATION OF SETTLEMENT AGREEMENT AND**  
8 **MANAGEMENT PLAN.**

9 The Settlement Agreement and Management Plan,  
10 having been modified to conform to this Act, are hereby  
11 ratified and confirmed by the United States.

12 **SEC. 13. EFFECTIVE DATE.**

13 The provisions of this Act, the Settlement Agreement,  
14 as modified to conform to this Act, and the Management  
15 Plan shall take effect immediately upon enactment of this  
16 Act.

17 **SEC. 14. AUTHORIZATION OF APPROPRIATIONS AND RE-**  
18 **LATED AUTHORITIES.**

19 (a) GENERAL.—There are hereby authorized to be  
20 appropriated such sums as may be necessary to carry out  
21 this Act.

22 (b) CONTRIBUTIONS.—

23 (1) The Secretary is authorized to accept con-  
24 tributions from the Pueblo, or from other persons or  
25 governmental entities, to perform and complete a

1 survey of the Area, or otherwise for the benefit of  
2 the Area in accordance with the Act.

3 (2) The Secretary shall complete a survey of  
4 the Area within one year of the date of enactment  
5 of this Act.

6 (c) LAND EXCHANGE.—Within 90 days after the date  
7 of enactment of this Act, after consultation with the Pueb-  
8 lo, and in compliance with all applicable laws, the Sec-  
9 retary shall offer to exchange National Forest System  
10 lands within Sandoval County for lands owned by the  
11 Pueblo in fee within the boundaries of the Area. If the  
12 land exchange is not completed within 180 days after the  
13 date of enactment of this Act, the Secretary shall submit  
14 a report explaining the reasons for the failure to complete  
15 the land exchange and an expected completion date to the  
16 Committee on Energy and Natural Resources of the  
17 United States Senate and the Committee on Resources of  
18 the United States House of Representatives.

19 (d) LAND ACQUISITION.—The Secretary is author-  
20 ized to acquire lands owned by the Pueblo within the Ever-  
21 green Hills Subdivision in Sandoval County or any other  
22 privately held lands within the Area. The boundaries of  
23 the Cibola National Forest and the Area shall be adjusted  
24 to encompass any lands acquired pursuant to this section.

1 **SECTION 1. SHORT TITLE.**

2       *This Act may be cited as the “T’uf Shur Bien Preser-*  
 3 *vation Trust Area Act”.*

4 **SEC. 2. FINDING AND STATEMENT OF PURPOSE.**

5       (a) *FINDING.*—*The Congress finds that in 1748, the*  
 6 *Pueblo of Sandia received a grant from a representative*  
 7 *of the King of Spain, which grant was recognized and con-*  
 8 *firmed by Congress in 1858 (11 Stat. 374). In 1994, the*  
 9 *Pueblo filed a lawsuit against the Secretary of the Interior*  
 10 *and the Secretary of Agriculture in the U.S. District Court*  
 11 *for the District of Columbia, Civil No. 1:94CV0264, assert-*  
 12 *ing that federal surveys of the grant boundaries erroneously*  
 13 *excluded certain lands within the Cibola National Forest,*  
 14 *including a portion of the Sandia Mountain Wilderness;*

15       (b) *PURPOSES.*—*The purposes of this Act are to—*

16               (1) *establish the T’uf Shur Bien Preservation*  
 17 *Trust Area in the Cibola National Forest;*

18               (2) *confirm the status of National Forest and*  
 19 *Wilderness lands in the Area while resolving issues*  
 20 *associated with the Pueblo’s lawsuit and the opinions*  
 21 *of the Solicitor of the Department of the Interior*  
 22 *dated December 9, 1988 (M–36963; 96 I.D. 331) and*  
 23 *January 19, 2001 (M–37002); and*

24               (3) *provide the Pueblo, parties involved in the*  
 25 *litigation, and the public with a fair and just settle-*  
 26 *ment of the Pueblo’s claim.*

1 **SEC. 3. DEFINITIONS.**

2 *For purposes of this Act:*

3 (1) *AREA.*—*The term “Area” means the T’uf*  
4 *Shur Bien Preservation Trust Area as depicted on the*  
5 *map, and excludes the subdivisions and other pri-*  
6 *vately and publicly owned lands as set forth in this*  
7 *Act.*

8 (2) *CREST FACILITIES.*—*The term “crest facili-*  
9 *ties” means all facilities and developments located on*  
10 *the crest of Sandia Mountain, including the Sandia*  
11 *Crest Electronic Site; electronic site access roads; the*  
12 *Crest House; the upper terminal, restaurant, and re-*  
13 *lated facilities of Sandia Peak Tram Company; the*  
14 *Crest Observation Area; parking lots; restrooms; the*  
15 *Crest Trail (Trail No. 130); hang glider launch sites;*  
16 *and the Kiwanis cabin; as well as the lands upon*  
17 *which such facilities are located and the lands extend-*  
18 *ing 100 feet to the west of each such facility, unless*  
19 *a different distance is agreed to in writing between*  
20 *the Forest Service and the Pueblo and documented in*  
21 *the survey of the Area.*

22 (3) *EXISTING USES AND ACTIVITIES.*—*The term*  
23 *“existing uses and activities” means uses and activi-*  
24 *ties occurring in the Area on the date of enactment*  
25 *of this Act, or which have been authorized in the Area*

1       *after November 1, 1995 but before the date of enact-*  
2       *ment of this Act.*

3               (4) *FOREST SERVICE.*—*The term “Forest Serv-*  
4       *ice” means the U.S. Forest Service.*

5               (5) *LA LUZ TRACT.*—*The term “La Luz tract”*  
6       *means that tract comprised of approximately 31 acres*  
7       *of land owned in fee by the Pueblo and depicted on*  
8       *the map.*

9               (6) *LOCAL PUBLIC BODIES.*—*The term “local*  
10       *public bodies” means political subdivisions of the*  
11       *State of New Mexico as defined in New Mexico Code*  
12       *§ 6–5–1.*

13              (7) *MAP.*—*The term “map” means the Forest*  
14       *Service map entitled “T’uf Shur Bien Preservation*  
15       *Trust Area,” dated April 2000.*

16              (8) *MODIFIED USES OR ACTIVITIES.*—*The term*  
17       *“modified uses or activities” means existing uses*  
18       *which are being modified or re-configured, but which*  
19       *are not being significantly expanded, including a*  
20       *trail or trailhead being modified, such as to accom-*  
21       *modate handicapped access, a parking area being*  
22       *reconfigured though not expanded, or a special use*  
23       *authorization for a group recreation activity being*  
24       *authorized for a different use area or time period.*

1           (9) *NEW USES OR ACTIVITIES.*—*The term “new*  
2 *uses or activities” means uses or activities not occur-*  
3 *ring in the Area on the date of enactment of this Act,*  
4 *as well as existing uses or activities that are being*  
5 *modified such that they significantly expand or alter*  
6 *their previous scope, dimensions, or impacts on the*  
7 *land, water, air and/or wildlife resources of the Area.*  
8 *New uses and activities do not apply to new uses or*  
9 *activities that are categorically excluded from docu-*  
10 *mentation requirements pursuant to the National En-*  
11 *vironmental Policy Act of 1969 (42 U.S.C. 4321 et*  
12 *seq.), or to activities undertaken to comply with the*  
13 *Endangered Species Act of 1973 (16 U.S.C. 1531 et*  
14 *seq.).*

15           (10) *PIEDRA LISA TRACT.*—*The term “Piedra*  
16 *Lisa tract” means that tract comprised of approxi-*  
17 *mately 160 acres of land held in private ownership*  
18 *and depicted on the map.*

19           (11) *PUEBLO.*—*The term “Pueblo” means the*  
20 *Pueblo of Sandia in its governmental capacity.*

21           (12) *SECRETARY.*—*The term “Secretary” means*  
22 *the Secretary of Agriculture, except where otherwise*  
23 *expressly indicated.*

24           (13) *SETTLEMENT AGREEMENT.*—*The term “Set-*  
25 *tlement Agreement” means the Agreement of Com-*

1        *promise and Settlement dated April 4, 2000, between*  
2        *the United States, the Pueblo, and the Sandia Peak*  
3        *Tram Company.*

4            (14) *SPECIAL USE PERMIT.—The term “special*  
5        *use permit” means the December 1, 1993, Special Use*  
6        *Permit issued by the Forest Service to Sandia Peak*  
7        *Tram Company and Sandia Peak Ski Company, en-*  
8        *compassing approximately 46 acres of the corridor*  
9        *presently dedicated to aerial tramway use, and ap-*  
10       *proximately 945 acres of the ski area, as well as the*  
11       *lands described generally in Exhibit A to the Decem-*  
12       *ber 31, 1993, Special Use Permit, including the*  
13       *maintenance road to the lower tram tower, water*  
14       *storage and distribution facilities, seven helispots, and*  
15       *the other lands described therein.*

16           (15) *SUBDIVISIONS.—The term “subdivisions”*  
17       *means the subdivisions of Sandia Heights Addition,*  
18       *Sandia Heights North Units I, II, and 3, Tierra*  
19       *Monte, and Evergreen Hills, as well as any addi-*  
20       *tional plats and privately owned properties depicted*  
21       *on the map, exclusive of the property now owned or*  
22       *hereafter acquired by the Pueblo or the Forest Service*  
23       *in the subdivisions.*

24           (16) *TRADITIONAL AND CULTURAL USES.—The*  
25       *terms “traditional and cultural uses” and “tradi-*

1        *tional and cultural purposes” mean ceremonial ac-*  
2        *tivities, including the placing of ceremonial materials*  
3        *in the Area, and the use, hunting, trapping or gath-*  
4        *ering of plants, animals, wood, water, and other nat-*  
5        *ural resources, but only for non-commercial purposes.*

6        **SEC. 4. T’UF SHUR BIEN PRESERVATION TRUST AREA.**

7        *(a) ESTABLISHMENT.—The T’uf Shur Bien Preserva-*  
8        *tion Trust Area is established within the Cibola National*  
9        *Forest and the Sandia Mountain Wilderness as depicted on*  
10       *the map:*

11                *(1) to recognize and protect in perpetuity the*  
12        *Pueblo’s rights and interests in and to the Area, as*  
13        *specified in section 5(a) of this Act;*

14                *(2) to preserve in perpetuity the Wilderness and*  
15        *National Forest character of the Area; and*

16                *(3) to recognize and protect in perpetuity the*  
17        *public’s longstanding use and enjoyment of the Area.*

18        *(b) ADMINISTRATION AND APPLICABLE LAW.—The*  
19        *Secretary, acting through the Forest Service, shall continue*  
20        *to administer the Area as part of the National Forest Sys-*  
21        *tem and incorporate the provisions of this Act affecting*  
22        *management of the Area, including section 5(a)(3) and sec-*  
23        *tion 7.*

24        *(c) EXCEPTIONS.—*

1           (1) *Traditional and cultural uses by Pueblo*  
2 *members and members of other federally recognized*  
3 *Indian tribes authorized to use the Area by the Pueblo*  
4 *under section 5(a)(4) of this Act shall not be re-*  
5 *stricted except by the Wilderness Act and its regula-*  
6 *tions as they exist on the date of enactment of this*  
7 *Act and by applicable federal wildlife protection laws*  
8 *as provided in section 6(a)(2) of this Act.*

9           (2) *To the extent that laws enacted or amended*  
10 *after the date of this Act are inconsistent with this*  
11 *Act, they shall not apply to the Area unless expressly*  
12 *made applicable by Congress.*

13           (3) *The use of the word “Trust” in the name of*  
14 *the Area is in recognition of the Pueblo’s specific*  
15 *rights and interests in the Area, and does not confer*  
16 *upon the Pueblo the ownership interest that exists*  
17 *when the Secretary of the Interior accepts the title to*  
18 *land in trust for the benefit of an Indian tribe.*

19           (d) *AREA DEFINED.—*

20           (1) *The Area shall be comprised of approxi-*  
21 *mately 9890 acres of land within the Cibola National*  
22 *Forest as depicted on the map.*

23           (2) *As soon as practicable after enactment of this*  
24 *Act, the Secretary shall file the map and a legal de-*  
25 *scription of the Area with the Committee on Re-*

1 *sources of the House of Representatives and with the*  
2 *Committee on Energy and Natural Resources of the*  
3 *Senate. The map and legal description shall be on file*  
4 *and available for public inspection in the Office of the*  
5 *Chief of the Forest Service, Department of Agri-*  
6 *culture, Washington, District of Columbia.*

7 *(3) Such map and legal description shall have*  
8 *the same force and effect as if included in this Act,*  
9 *except that*

10 *(A) clerical and typographical errors shall*  
11 *be corrected;*

12 *(B) changes that may be necessary pursuant*  
13 *to section 9(b), 9(d), and 9(e) shall be made; and*

14 *(C) to the extent the map and the language*  
15 *of this Act conflict, the language of the Act con-*  
16 *trols.*

17 *(e) NO CONVEYANCE OF TITLE.—The United States*  
18 *right, title and interest in or to the Area or any part thereof*  
19 *shall not be conveyed to or exchanged with any person,*  
20 *trust, or governmental entity, including the Pueblo, without*  
21 *specific authorization of Congress.*

22 *(f) PROHIBITED USES.—Notwithstanding any other*  
23 *provision of law, no use prohibited by the Wilderness Act*  
24 *as of the date of enactment of this Act may occur in the*  
25 *Wilderness portion of the Area; nor may any of the fol-*



1           (A) *the right to consent or withhold consent*  
2           *to new uses;*

3           (B) *the right to consultation regarding*  
4           *modified uses;*

5           (C) *the right to consultation regarding the*  
6           *management and preservation of the Area; and*

7           (D) *the right to dispute resolution proce-*  
8           *dures.*

9           (4) *Exclusive authority, in accordance with its*  
10          *customs and laws, to administer access to the Area for*  
11          *traditional and cultural uses by members of the Pueb-*  
12          *lo and of other federally recognized Indian tribes.*

13          (5) *Such other rights and interests as are enu-*  
14          *merated and recognized in sections 4, 5(c), 8, and 9.*

15          (b) *LIMITATION.—Except as provided in subsection*  
16          *(a)(4), access to and use of the Area for all other purposes*  
17          *shall continue to be administered by the Secretary through*  
18          *the Forest Service.*

19          (c) *COMPENSABLE INTEREST.—*

20                 (1) *If, by an Act of Congress enacted subsequent*  
21                 *to the effective date of this Act, Congress diminishes*  
22                 *the Wilderness and National Forest designation of the*  
23                 *Area by authorizing a use prohibited by section 4(f)*  
24                 *in all or any portion of the Area, or permanently de-*  
25                 *nies the Pueblo access for any traditional and cul-*

1 *tural uses in all or any portion of the Area, the*  
 2 *United States shall compensate the Pueblo as if the*  
 3 *Pueblo had held a fee title interest in the affected por-*  
 4 *tion of the Area and as though the United States had*  
 5 *acquired such interest by legislative exercise of its*  
 6 *power of eminent domain, and the restrictions of sec-*  
 7 *tions 4(f) and 6(a) shall be disregarded in deter-*  
 8 *mining just compensation owed to the Pueblo.*

9 *(2) Any compensation made to the Pueblo pursu-*  
 10 *ant to subsection (c)(1) does not in any way affect the*  
 11 *extinguishment of claims set forth in section 10.*

12 **SEC. 6. LIMITATIONS ON PUEBLO OF SANDIA RIGHTS AND**  
 13 **INTERESTS IN THE AREA.**

14 *(a) LIMITATIONS.—The Pueblo’s rights and interests*  
 15 *recognized in this Act do not include—*

16 *(1) any right to sell, grant, lease, convey, encum-*  
 17 *ber or exchange lands in the Area, or any right of in-*  
 18 *terest therein, and any such conveyance shall not have*  
 19 *validity in law or equity;*

20 *(2) any exemption from applicable Federal wild-*  
 21 *life protection laws;*

22 *(3) any right to engage in any activity or use*  
 23 *prohibited in section 4(f); or*

24 *(4) any right to exclude persons or governmental*  
 25 *entities from the Area.*

1       (b) *EXCEPTION.*—No person who exercises traditional  
2 and cultural use rights as authorized in section 5(a)(4) of  
3 this Act may be prosecuted for a Federal wildlife offense  
4 requiring proof of a violation of a State law or regulation.

5 **SEC. 7. MANAGEMENT OF THE AREA.**

6       (a) *PROCESS.*—

7           (1) *GENERAL.*—

8                   (A) *The Forest Service shall consult with*  
9 *the Pueblo of Sandia not less than twice a year,*  
10 *unless otherwise mutually agreed, concerning*  
11 *protection, preservation, and management of the*  
12 *Area, including new and modified uses and ac-*  
13 *tivities in the Area and authorizations that are*  
14 *anticipated during the next six months and ap-*  
15 *proved in the preceding six months.*

16           (2) *NEW USES AND ACTIVITIES.*—

17                   (A) *If after consultation the Pueblo of*  
18 *Sandia denies its consent for a new use or activ-*  
19 *ity within 30 days of the consultation, the Forest*  
20 *Service will not be authorized to proceed with the*  
21 *activity or use. If the Pueblo consents to the new*  
22 *use or activity in writing or fails to respond*  
23 *within 30 days, the Forest Service may proceed*  
24 *with the notice and comment process and the en-*  
25 *vironmental analysis.*

1           (B) Before the Forest Service signs a Record  
2 of Decision (ROD) or Decision Notice (DN) for  
3 a proposed use or activity, the Forest Service  
4 will again request Pueblo consent within 30 days  
5 of the Pueblo's receipt of the proposed ROD or  
6 DN. If the Pueblo refuses to consent, the activity  
7 or use will not be authorized. If the Pueblo fails  
8 to respond to the consent request within 30 days  
9 after the proposed ROD or DN is provided to  
10 the Pueblo, the Pueblo will be deemed to have  
11 consented to the proposed ROD or DN and the  
12 Forest Service may proceed to issue the final  
13 ROD or DN.

14           (3) PUBLIC INVOLVEMENT.—

15           (A) For proposed new and modified uses  
16 and activities, the public shall be provided notice  
17 of—

18                   (i) the purpose and need for the pro-  
19 posed action or activity,

20                   (ii) the Pueblo's role in the decision-  
21 making process, and

22                   (iii) the Pueblo's position on the pro-  
23 posal.

24           Any member of the public may file an action in  
25 the United States District Court for the District

1           *of New Mexico to challenge Forest Service deter-*  
2           *minations of what constitutes a new or a modi-*  
3           *fied use or activity.*

4           **(b) EMERGENCIES AND EMERGENCY CLOSURE OR-**  
5           **DERS.**—*The Forest Service shall retain its existing authori-*  
6           *ties to manage emergency situations, to provide for public*  
7           *safety, and to issue emergency closure orders in the Area*  
8           *subject to applicable law. The Forest Service shall notify*  
9           *the Pueblo of Sandia regarding emergencies, public safety*  
10           *issues, and emergency closure orders as soon as possible.*  
11           *Such actions are not subject to the Pueblo's right to with-*  
12           *hold consent to new uses in the Area as set forth in section*  
13           *5(a)(3)(i).*

14           **(c) DISPUTES INVOLVING FOREST SERVICE MANAGE-**  
15           **MENT AND PUEBLO TRADITIONAL USES.**—

16           **(1) GENERAL.**—*In the event that Forest Service*  
17           *management of the Area and Pueblo traditional and*  
18           *cultural uses conflict, and the conflict does not per-*  
19           *tain to new or modified uses subject to the process set*  
20           *forth in subsection (a), the process for dispute resolu-*  
21           *tion set forth in this subsection shall take effect.*

22           **(2) DISPUTE RESOLUTION PROCESS.**—*(A) When*  
23           *there is a dispute between the Pueblo and the Forest*  
24           *Service regarding Pueblo traditional and cultural use*  
25           *and Forest Service management of the Area, the*

1     *party identifying the dispute shall notify the other*  
2     *party in writing addressed to the Governor of the*  
3     *Pueblo or the Regional Forester respectively, setting*  
4     *forth the nature of the dispute. The Regional Forester*  
5     *or designee and the Governor of the Pueblo or designee*  
6     *shall attempt to resolve the dispute for no less than*  
7     *30 days after notice has been provided before filing an*  
8     *action in United States District Court for the District*  
9     *of New Mexico.*

10           *(B) DISPUTES REQUIRING IMMEDIATE RESOLU-*  
11     *TION.—In the event of a conflict that requires imme-*  
12     *diate resolution to avoid imminent, substantial and*  
13     *irreparable harm, the party alleging such conflict*  
14     *shall notify the other party and seek to resolve the*  
15     *dispute within 3 days of the date of notification. If*  
16     *the parties are unable to resolve the dispute within 3*  
17     *days, either party may file an action for immediate*  
18     *relief in federal court in New Mexico, and the proce-*  
19     *dural exhaustion requirements set forth above shall*  
20     *not apply.*

21     **SEC. 8. JURISDICTION OVER THE AREA.**

22           *(a) CRIMINAL JURISDICTION.—Notwithstanding any*  
23     *other provision of law, jurisdiction over crimes committed*  
24     *in the Area shall be allocated as follows:*

1           (1) *To the extent that the allocations of criminal*  
2 *jurisdiction over the Area under paragraphs (2), (3),*  
3 *and (4) of this subsection are overlapping, they should*  
4 *be construed to allow for the exercise of concurrent*  
5 *criminal jurisdiction.*

6           (2) *The Pueblo shall have jurisdiction over*  
7 *crimes committed by its members or by members of*  
8 *another federally recognized Indian tribe who are*  
9 *present in the Area with the Pueblo's permission pur-*  
10 *suant to section 5(a)(4).*

11           (3) *The United States shall have jurisdiction*  
12 *over—*

13                   (A) *the offenses listed in section 1153 of title*  
14 *18, U.S. Code, including any offenses added to*  
15 *the list in that statute by future amendments*  
16 *thereto, when such offenses are committed by*  
17 *members of the Pueblo and other federally recog-*  
18 *nized Indian tribes;*

19                   (B) *crimes committed by any person in vio-*  
20 *lation of laws and regulations pertaining to the*  
21 *protection and management of National Forests;*

22                   (C) *enforcement of federal criminal laws of*  
23 *general applicability; and*

24                   (D) *any other offense committed by a mem-*  
25 *ber of the Pueblo against a non-member of the*

1           *Pueblo. Any offense which is not defined and*  
2           *punished by federal law in force within the ex-*  
3           *clusive jurisdiction of the United States shall be*  
4           *defined and punished in accordance with the*  
5           *laws of the State of New Mexico.*

6           (4) *The State of New Mexico shall have jurisdic-*  
7           *tion over any crime under its laws committed by a*  
8           *person not a member of the Pueblo.*

9           (b) *CIVIL JURISDICTION.—*

10           (1) *Except as provided in paragraphs (2), (3),*  
11           *(4), and (5), the United States, the State of New Mex-*  
12           *ico, and local public bodies shall have the same civil*  
13           *adjudicatory, regulatory, and taxing jurisdiction over*  
14           *the Area as they exercised prior to the enactment of*  
15           *this Act.*

16           (2) *The Pueblo shall have exclusive civil adju-*  
17           *dicatory jurisdiction over—*

18                   (A) *disputes involving only members of the*  
19           *Pueblo;*

20                   (B) *civil actions brought by the Pueblo*  
21           *against members of the Pueblo; and*

22                   (C) *civil actions brought by the Pueblo*  
23           *against members of other federally recognized In-*  
24           *dian tribes for violations of understandings be-*  
25           *tween the Pueblo and that member's tribe regard-*

1            *ing use or access to the Area for traditional and*  
2            *cultural purposes.*

3            *(3) The Pueblo shall have no regulatory jurisdic-*  
4            *tion over the Area with the exception of:*

5                    *(A) exclusive authority to regulate tradi-*  
6                    *tional and cultural uses by the Pueblo's own*  
7                    *members and to administer access to the Area by*  
8                    *other federally recognized Indian tribes for tradi-*  
9                    *tional and cultural uses, to the extent such regu-*  
10                   *lation is consistent with this Act; and*

11                   *(B) the Pueblo shall have exclusive author-*  
12                   *ity to regulate hunting and trapping in the Area*  
13                   *by its members that is related to traditional and*  
14                   *cultural purposes. Such authority shall not vest*  
15                   *or continue until the Pueblo enacts and there-*  
16                   *after maintains and enforces regulations sub-*  
17                   *stantially similar to those of the State of New*  
18                   *Mexico concerning seasons, game management,*  
19                   *types of weapons, proximity of hunting and*  
20                   *trapping to trails and residences, and com-*  
21                   *parable safety restrictions. Prior to adopting*  
22                   *such regulations, the Pueblo shall provide the*  
23                   *Forest Service and the New Mexico Game and*  
24                   *Fish Department with notice and an oppor-*  
25                   *tunity to comment on the regulations. The Pueb-*

1           *lo shall consult and exchange information with*  
2           *the New Mexico Game and Fish Department on*  
3           *a periodic basis to assist the Department with*  
4           *its ongoing responsibility to protect wildlife pop-*  
5           *ulations.*

6           (4) *The Pueblo shall have no authority to impose*  
7           *taxes within the Area.*

8           (5) *The State of New Mexico and local public*  
9           *bodies shall have no authority within the Area to tax*  
10          *the activities or the property of the Pueblo, its mem-*  
11          *bers, or members of other federally recognized Indian*  
12          *tribes authorized to use the Area under section 5(a)(4)*  
13          *of this Act.*

14 **SEC. 9. SUBDIVISIONS AND OTHER PROPERTY INTERESTS.**

15          (a) *SUBDIVISIONS.—The subdivisions are excluded*  
16          *from the Area. The Pueblo shall have no civil or criminal*  
17          *jurisdiction for any purpose, including adjudicatory, tax-*  
18          *ing, zoning, regulatory or any other form of jurisdiction,*  
19          *over the subdivisions and property interests therein, and*  
20          *the laws of the Pueblo shall not apply to the subdivisions.*  
21          *The jurisdiction of the State of New Mexico and local public*  
22          *bodies over the subdivisions and property interests therein*  
23          *shall continue in effect, except that a tract comprised of ap-*  
24          *proximately 35 contiguous, non-subdivided acres in the*  
25          *northern section of Evergreen Hills owned in fee by the*

1 *Pueblo at the time of enactment of this Act, shall be trans-*  
2 *ferred to the United States and held in trust for the Pueblo*  
3 *by the United States and administered by the Secretary of*  
4 *the Interior. Such trust land shall be subject to all limita-*  
5 *tions on use pertaining to the Area contained in this Act.*

6       **(b) PIEDRA LISA.**—*The Piedra Lisa tract is excluded*  
7 *from the Area notwithstanding any subsequent acquisition*  
8 *of the tract by the Pueblo. If the Forest Service acquires*  
9 *the tract, it shall be included in the Area. Unless the Piedra*  
10 *Lisa tract is acquired by the Pueblo, the Pueblo shall have*  
11 *no civil or criminal jurisdiction over the tract and property*  
12 *interests therein, and the laws of the Pueblo shall not apply*  
13 *to the tract. Except as provided in subsection (e), the juris-*  
14 *isdiction of the State of New Mexico and local bodies over*  
15 *the Piedra Lisa tract and property interests therein shall*  
16 *continue in effect. If the Forest Service acquires the tract,*  
17 *the jurisdictional provisions of section 8 of this Act shall*  
18 *apply.*

19       **(c) CREST FACILITIES.**—*The lands on which the crest*  
20 *facilities are located are excluded from the Area. The Pueblo*  
21 *shall have no civil or criminal jurisdiction for any purpose,*  
22 *including adjudicatory, taxing, zoning, regulatory or any*  
23 *other form of jurisdiction, over the lands on which the crest*  
24 *facilities are located and property interests therein, and the*  
25 *laws of the Pueblo shall not apply to those lands. The pre-*

1 *existing jurisdictional status of those lands shall continue*  
2 *in effect.*

3       (d) *SPECIAL USE PERMIT AREA.*—*The lands described*  
4 *in the special use permit are excluded from the Area. The*  
5 *Pueblo shall have no civil or criminal jurisdiction for any*  
6 *purpose, including adjudicatory, taxing, zoning, regulatory,*  
7 *or any other form of jurisdiction, over the lands described*  
8 *in the special use permit, and the laws of the Pueblo shall*  
9 *not apply to those lands. The pre-existing jurisdictional sta-*  
10 *tus of these lands shall continue in effect. In the event the*  
11 *special use permit, during its existing term or any future*  
12 *terms or extensions, requires amendment to include other*  
13 *lands in the Area necessary to realign the existing or any*  
14 *future replacement tram line, associated structures, or fa-*  
15 *cilities, the lands subject to that amendment shall thereafter*  
16 *be excluded from the Area and shall have the same status*  
17 *under this Act as the lands currently described in the spe-*  
18 *cial use permit. Any lands dedicated to aerial tramway and*  
19 *related uses and associated facilities that are excluded from*  
20 *the special use permit through expiration, termination or*  
21 *the amendment process shall thereafter be included in the*  
22 *Area but only after final agency action no longer subject*  
23 *to any appeals.*

24       (e) *LA LUZ TRACT AND SUBSEQUENT ACQUISITION.*—  
25 *The La Luz tract now owned in fee by the Pueblo is ex-*

1 *cluded from the Area and shall be transferred to the United*  
2 *States and held in trust for the Pueblo by the United States*  
3 *and administered by the Secretary of the Interior. If the*  
4 *Pueblo acquires the Piedra Lisa tract, the tract shall be*  
5 *transferred to the United States and held in trust for the*  
6 *Pueblo by the United States and administered by the Sec-*  
7 *retary of the Interior. Such trust land shall be subject to*  
8 *all limitations on use pertaining to the Area contained in*  
9 *this Act. The restriction contained in section 6(a)(4) shall*  
10 *not apply outside of Forest Service System trails.*

11       *(f) EVERGREEN HILLS ACCESS.—The Secretary, con-*  
12 *sistent with section 1323(a) of the Alaska National Interest*  
13 *Lands Conservation Act (16 U.S.C. 3210), shall ensure that*  
14 *Forest Service Road 333D, as depicted on the map, is main-*  
15 *tained in an adequate condition consistent with the terms*  
16 *of section 1323(a) of the Alaska National Interest Lands*  
17 *Conservation Act (16 U.S.C. 3210).*

18       *(g) PUEBLO FEE LANDS.—Those properties not spe-*  
19 *cifically addressed in subsection (a) or (e) of this section*  
20 *that are owned in fee by the Pueblo within the subdivisions*  
21 *are excluded from the Area and shall be subject to the juris-*  
22 *dictional provisions of subsection (a) of this section.*

23       *(h) RIGHTS-OF-WAY.—*

24               *(1) ROAD RIGHTS-OF-WAY.—*

1           (A) *In accordance with the Pueblo having*  
2 *given its consent in the Settlement Agreement,*  
3 *the Secretary of the Interior shall grant to the*  
4 *County of Bernalillo, New Mexico, in perpetuity,*  
5 *the following irrevocable rights of way for roads*  
6 *identified on the map in order to provide for*  
7 *public access to the subdivisions, the special use*  
8 *permit land and facilities, the other leasehold*  
9 *and easement rights and interests of the Sandia*  
10 *Peak Tram Company and its affiliates, the*  
11 *Sandia Heights South Subdivision, and the*  
12 *Area:*

13                   (i) *a right-of-way for Tramway Road;*

14                   (ii) *a right-of-way for Juniper Hill*  
15 *Road North;*

16                   (iii) *a right-of-way for Juniper Hill*  
17 *Road South;*

18                   (iv) *a right-of-way for Sandia Heights*  
19 *Road; and*

20                   (v) *a right-of-way for Juan Tabo Can-*  
21 *yon Road (Forest Road No. 333).*

22           (B) *The road rights-of-way shall be subject*  
23 *to the following conditions:*

24                   (i) *Such rights-of-way may not be ex-*  
25 *panded or otherwise modified without the*

1           *Pueblo's written consent, but road mainte-*  
2           *nance to the rights of way shall not be sub-*  
3           *ject to Pueblo consent.*

4           *(ii) The rights-of-way shall not author-*  
5           *ize uses for any purpose other than roads*  
6           *without the Pueblo's written consent.*

7           *(iii) Existing rights-of-way or lease-*  
8           *hold interests held by the Sandia Peak*  
9           *Tram Company and its affiliates, shall be*  
10          *preserved and protected.*

11          (2) *UTILITY RIGHTS-OF-WAY.—In accordance*  
12          *with the Pueblo having given its consent in the Settle-*  
13          *ment Agreement, the Secretary of the Interior shall*  
14          *grant irrevocable utility rights-of-way in perpetuity*  
15          *across Pueblo lands to appropriate utility or other*  
16          *service providers serving Sandia Heights Addition,*  
17          *Sandia Heights North Units I, II, and 3, the special*  
18          *use permit lands, and Tierra Monte, including rights-*  
19          *of-way for natural gas, power, water, telecommuni-*  
20          *cations, and cable television services. Such rights-of-*  
21          *way shall be within existing utility corridors as de-*  
22          *scribed on the map or, for certain water lines, as de-*  
23          *scribed in the existing grant of easement to the*  
24          *Sandia Peak Utility Company; provided that use of*  
25          *water line easements outside the utility corridors de-*

1        *picted on the map shall not be used for utility pur-*  
2        *poses other than water lines and associated facilities.*  
3        *Except where above-ground facilities already exist, all*  
4        *new utility facilities shall be installed underground*  
5        *unless the Pueblo agrees otherwise. To the extent that*  
6        *enlargement of existing utility corridors is required*  
7        *for any technologically-advanced telecommunication,*  
8        *television, or utility services, the Pueblo shall not un-*  
9        *reasonably withhold agreement to a reasonable en-*  
10       *largement of the easements described above.*

11       *(i) FOREST SERVICE RIGHTS-OF-WAY.—In accordance*  
12       *with the Pueblo having given its consent in the Settlement*  
13       *Agreement, the Secretary of the Interior shall grant to the*  
14       *Forest Service the following irrevocable rights-of-way in*  
15       *perpetuity for Forest Service trails crossing land of the*  
16       *Pueblo in order to provide for public access to the Area and*  
17       *through Pueblo lands—*

18                *(1) a right-of-way for a portion of the Crest*  
19                *Spur Trail (Trail No. 84), crossing a portion of the*  
20                *La Luz tract, as identified on the map;*

21                *(2) a right-of-way for the extension of the Foot-*  
22                *hills Trail (Trail No. 365A), as identified on the*  
23                *map; and*

24                *(3) a right-of-way for that portion of the Piedra*  
25                *Lisa North-South Trail (Trail No. 135) crossing the*

1        *Piedra Lisa tract, if the Pueblo ever acquires the*  
 2        *Piedra Lisa tract.*

3        **SEC. 10. EXTINGUISHMENT OF CLAIMS.**

4        (a) *GENERAL.—Except for the rights and interests in*  
 5        *and to the Area specifically recognized in sections 4, 5, 8,*  
 6        *and 9, all Pueblo claims to right, title and interest of any*  
 7        *kind, including aboriginal claims, in and to lands within*  
 8        *the Area, any part thereof, and property interests therein,*  
 9        *as well as related boundary, survey, trespass, and monetary*  
 10       *damage claims, are hereby permanently extinguished. The*  
 11       *United States' title to the Area is hereby confirmed.*

12       (b) *SUBDIVISIONS AND PIEDRA LISA.—Any Pueblo*  
 13       *claims to right, title and interest of any kind, including*  
 14       *aboriginal claims, in and to the subdivisions and the*  
 15       *Piedra Lisa tract and property interests therein, as well*  
 16       *as related boundary, survey, trespass, and monetary dam-*  
 17       *age claims, are hereby permanently extinguished.*

18       (c) *SPECIAL USE AND CREST FACILITIES AREAS.—*  
 19       *Any Pueblo right, title and interest of any kind, including*  
 20       *aboriginal claims, and related boundary, survey, trespass,*  
 21       *and monetary damage claims, are hereby permanently ex-*  
 22       *tinguished in and to—*

23                (1) *the lands described in the special use permit;*  
 24        *and*

1           (2) *the lands on which the crest facilities are lo-*  
2           *cated.*

3           (d) *PUEBLO AGREEMENT.—As provided in the Settle-*  
4           *ment Agreement, the Pueblo has agreed to the relinquis-*  
5           *ment and extinguishment of those claims, rights, titles and*  
6           *interests extinguished pursuant to subsection (a), (b) and*  
7           *(c) of this section.*

8           (e) *CONSIDERATION.—The recognition of the Pueblo’s*  
9           *rights and interests in this Act constitutes adequate consid-*  
10           *eration for the Pueblo’s agreement to the extinguishment of*  
11           *the Pueblo’s claims in this section and the right-of-way*  
12           *grants contained in section 9, and it is the intent of Con-*  
13           *gress that those rights and interests may only be diminished*  
14           *by a future Act of Congress specifically authorizing dimin-*  
15           *ishment of such rights, with express reference to this Act.*

16   **SEC. 11. CONSTRUCTION.**

17           (a) *STRICT CONSTRUCTION.—This Act recognizes only*  
18           *enumerated rights and interests, and no additional rights,*  
19           *interests, obligations, or duties shall be created by implica-*  
20           *tion.*

21           (b) *EXISTING RIGHTS.—To the extent there exists*  
22           *within the Area at the time of enactment of this Act any*  
23           *valid private property rights associated with the Piedra*  
24           *Lisa tract or other private lands that are not otherwise ad-*  
25           *dressed in this Act, such rights are not modified or other-*

1 *wise affected by this Act, nor is the exercise of any such*  
2 *right subject to the Pueblo's right to the withhold consent*  
3 *to new uses in the Area as set forth in section 5(a)(3)(i).*

4 *(c) NOT PRECEDENT.—The provisions of this Act cre-*  
5 *ating certain rights and interests in the National Forest*  
6 *System are uniquely suited to resolve the Pueblo's claim*  
7 *and the geographic and societal situation involved, and*  
8 *shall not be construed as precedent for any other situation*  
9 *involving management of the National Forest System.*

10 *(d) FISH AND WILDLIFE.—Except as provided in sec-*  
11 *tion 8(b)(3)(B), nothing in this Act shall be construed as*  
12 *affecting the responsibilities of the State of New Mexico with*  
13 *respect to fish and wildlife, including the regulation of*  
14 *hunting, fishing, or trapping within the Area.*

15 *(e) FEDERAL LAND POLICY AND MANAGEMENT ACT.—*  
16 *Section 316 (43 U.S.C. 1746) of the Federal Land Policy*  
17 *and Management Act of 1976 (43 U.S.C. 1701 et seq.) is*  
18 *amended by adding the following sentence at the end thereof:*  
19 *“Any corrections authorized by this section which affect the*  
20 *boundaries of, or jurisdiction over, lands administered by*  
21 *another Federal agency shall be made only after consulta-*  
22 *tion with, and the approval of, the head of such other agen-*  
23 *cy.”.*

1 **SEC. 12. JUDICIAL REVIEW.**

2 (a) *ENFORCEMENT.*—*Suit to enforce the provisions of*  
3 *this Act may be brought to the extent permitted under chap-*  
4 *ter 7 of title 5, United States Code. Judicial review shall*  
5 *be based upon the administrative record and subject to the*  
6 *applicable standard of review set forth in section 706 of*  
7 *title 5, United States Code.*

8 (b) *WAIVER.*—*Suit may be brought against the Pueblo*  
9 *for declaratory judgment or injunctive relief under this Act,*  
10 *but no money damages, including costs or attorney’s fees,*  
11 *may be imposed on the Pueblo as a result of such judicial*  
12 *action.*

13 (c) *VENUE.*—*Venue for any suit provided for in this*  
14 *section, as well as any suit to contest the constitutionality*  
15 *of this Act, shall lie only in the United States District Court*  
16 *for the District of New Mexico.*

17 **SEC. 13. EFFECTIVE DATE.**

18 *The provisions of this Act shall take effect immediately*  
19 *upon enactment of this Act.*

20 **SEC. 14. AUTHORIZATION OF APPROPRIATIONS AND RE-**  
21 **LATED AUTHORITIES.**

22 (a) *GENERAL.*—*There are hereby authorized to be ap-*  
23 *propriated such sums as may be necessary to carry out this*  
24 *Act, including such sums as may be necessary for the Forest*  
25 *Service to acquire ownership of lands within the external*  
26 *boundaries of the Area as authorized in subsection (d).*

1       (b) *CONTRIBUTIONS.*—

2           (1) *The Secretary is authorized to accept con-*  
3       *tributions from the Pueblo, or from other persons or*  
4       *governmental entities, to perform and complete a sur-*  
5       *vey of the Area, or otherwise for the benefit of the*  
6       *Area in accordance with this Act.*

7           (2) *The Secretary shall complete a survey of the*  
8       *Area within one year of the date of enactment of this*  
9       *Act.*

10       (c) *LAND EXCHANGE.*—*In the event the Secretary pur-*  
11       *chases or otherwise acquires ownership of the Piedra Lisa*  
12       *tract, the Forest Service is authorized to transfer ownership*  
13       *of the Piedra Lisa tract to the Pueblo in exchange for lands*  
14       *of equal value owned by the Pueblo in fee within the sub-*  
15       *divided portion of the Evergreen Hills subdivision or other*  
16       *land acceptable to the Secretary. Notwithstanding section*  
17       *206(b) of the Federal Land Policy and Management Act*  
18       *(43 U.S.C. 1716(b)), the Secretary may either make or ac-*  
19       *cept a cash equalization payment in excess of 25 percent*  
20       *of the total value of the lands or interests transferred out*  
21       *of Federal ownership. Any such exchange or conveyance*  
22       *shall be executed in compliance with all applicable laws ex-*  
23       *cept that the Secretary shall retain, without further appro-*  
24       *priation, any cash equalization payment received from the*

1 *Pueblo for the acquisition of land to be added to the Cibola*  
2 *National Forest.*

3       (d) *LAND ACQUISITION.—The Secretary is authorized*  
4 *to acquire lands owned by the Pueblo within the Evergreen*  
5 *Hills Subdivision in Sandoval County or any other pri-*  
6 *vately held lands inside of the exterior boundaries of the*  
7 *Area. The boundaries of the Cibola National Forest and the*  
8 *Area shall be adjusted to encompass any lands acquired*  
9 *pursuant to this section.*

10       (e) *REIMBURSEMENT OF CERTAIN COSTS.—*

11           (1) *The Pueblo, the County of Bernalillo, New*  
12 *Mexico, and any person who owns or has owned prop-*  
13 *erty inside of the exterior boundaries of the area as*  
14 *designated on the map, and who has incurred actual*  
15 *and direct costs as a result of participating in the*  
16 *case of Pueblo of Sandia v. Babbitt, Civ. No. 94–2624*  
17 *HHG (D.D.C.), or other proceedings directly related*  
18 *to resolving the issues litigated in that case, may*  
19 *apply for reimbursement in accordance with this sec-*  
20 *tion. Costs directly related to such participation*  
21 *which shall qualify for reimbursement shall be—*

22                   (A) *dues or payments to a homeowner asso-*  
23 *ciation for the purpose of legal representation;*  
24                   *and*

25                   (B) *legal fees and related expenses.*

1           (2) *The reimbursement provided in this sub-*  
2           *section shall be in lieu of that which might otherwise*  
3           *be available pursuant to the Equal Access to Justice*  
4           *Act (24 U.S.C. 2412).*

5           (3) *The Secretary of the Treasury is authorized*  
6           *and directed to make reimbursement payments as*  
7           *provided in this section out of any money not other-*  
8           *wise appropriated.*

9           (4) *Applications for reimbursement shall be filed*  
10          *within 180 days of the date of enactment of this Act*  
11          *with the Department of the Treasury, Financial Man-*  
12          *agement Service, Washington, D.C.*

13          (5) *In no event shall any one party be com-*  
14          *pensated in excess of \$750,000 and the total amount*  
15          *reimbursed pursuant to this section shall not exceed*  
16          *\$3,000,000.*

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