

(2) Preserve

The term “Preserve” means the Tallgrass Prairie National Preserve established by section 698u-2 of this title.

(3) Secretary

The term “Secretary” means the Secretary of the Interior.

(4) Trust

The term “Trust” means the National Park Trust, Inc., a District of Columbia nonprofit corporation, or any successor-in-interest.

(Pub. L. 104-333, div. I, title X, §1003, Nov. 12, 1996, 110 Stat. 4205.)

§ 698u-2. Establishment of Tallgrass Prairie National Preserve**(a) In general**

In order to provide for the preservation, restoration, and interpretation of the Spring Hill Ranch area of the Flint Hills of Kansas, for the benefit and enjoyment of present and future generations, there is established the Tallgrass Prairie National Preserve.

(b) Description

The Preserve shall consist of the lands and interests in land, including approximately 10,894 acres, generally depicted on the map entitled “Boundary Map, Flint Hills Prairie National Monument” numbered NM-TGP 80,000 and dated June 1994, more particularly described in the deed filed at 8:22 a.m. on June 3, 1994, with the Office of the Register of Deeds in Chase County, Kansas, and recorded in Book L-106 at pages 328 through 339, inclusive. In the case of any difference between the map and the legal description, the legal description shall govern, except that if, as a result of a survey, the Secretary determines that there is a discrepancy with respect to the boundary of the Preserve that may be corrected by making minor changes to the map, the Secretary shall make changes to the map as appropriate, and the boundaries of the Preserve shall be adjusted accordingly. The map shall be on file and available for public inspection in the appropriate offices of the National Park Service of the Department of the Interior.

(Pub. L. 104-333, div. I, title X, §1004, Nov. 12, 1996, 110 Stat. 4205; Pub. L. 106-176, title I, §122(2), Mar. 10, 2000, 114 Stat. 29.)

AMENDMENTS

2000—Subsec. (b). Pub. L. 106-176 substituted “on June 3, 1994,” for “of June 3, 1994.”

§ 698u-3. Administration of National Preserve**(a) In general**

The Secretary shall administer the Preserve in accordance with sections 698u to 698u-7 of this title, the cooperative agreements described in subsection (f)(1) of this section, and the provisions of law generally applicable to units of the National Park System, including sections 1, 2, 3, and 4 of this title and sections 461 to 467 of this title.

(b) Application of regulations

With the consent of a private owner of land within the boundaries of the Preserve, the regu-

lations issued by the Secretary concerning the National Park Service that provide for the proper use, management, and protection of persons, property, and natural and cultural resources shall apply to the private land.

(c) Facilities

For purposes of carrying out the duties of the Secretary under sections 698u to 698u-7 of this title relating to the Preserve, the Secretary may, with the consent of a landowner, directly or by contract, construct, reconstruct, rehabilitate, or develop essential buildings, structures, and related facilities including roads, trails, and other interpretive facilities on real property that is not owned by the Federal Government and is located within the Preserve.

(d) Liability**(1) Liability of the United States and its officers and employees**

Except as otherwise provided in this subsection, the liability of the United States is subject to the terms and conditions of the Federal Tort Claims Act, as amended, 28 U.S.C. 2671 et seq., with respect to the claims arising by virtue of the Secretary’s administration of the Preserve pursuant to sections 698u to 698u-7 of this title.

(2) Liability of landowners

(A) The Secretary of the Interior is authorized, under such terms and conditions as he deems appropriate, to include in any cooperative agreement entered into in accordance with subsection (f)(1) of this section an indemnification provision by which the United States agrees to hold harmless, defend and indemnify the landowner in full from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim of personal injury or property damage that occurs in connection with the operation of the Preserve under the agreement: *Provided however*, That indemnification shall not exceed \$3 million per claimant per occurrence.

(B) The indemnification provision authorized by subparagraph (A) shall not include claims for personal injury or property damage proximately caused by the wanton or willful misconduct of the landowner.

(e) Unit of National Park System

The Preserve shall be a unit of the National Park System for all purposes, including the purpose of exercising authority to charge entrance and admission fees under section 460l-6a of this title.

(f) Agreement and donations**(1) Agreements**

The Secretary may expend Federal funds for the cooperative management of private property within the Preserve for research, resource management (including pest control and noxious weed control, fire protection, and the restoration of buildings), and visitor protection and use.

(2) Donations

The Secretary may accept, retain, and expend donations of funds, property (other than