

Union Calendar No. 214

104TH CONGRESS
1ST Session

S. 1341

[Report No. 104-439, Part 1]

AN ACT

To provide for the transfer of certain lands to the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, and for other purposes.

DECEMBER 21, 1995

Reported from the Committee on Resources
Referral to the Committee on Banking and Financial
Services, extended for a period ending not later than
December 21, 1995

Committee on Banking and Financial Services dis-
charged; committed to the Committee of the Whole
House on the State of the Union, and ordered to be
printed

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IN THE HOUSE OF REPRESENTATIVES

NOVEMBER 30, 1995

Referred to the Committee on Resources, and in addition to the Committee on Banking and Financial Services, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

DECEMBER 21, 1995

Reported from the Committee on Resources

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Referral to the Committee on Banking and Financial Services, extended for a period ending not later than December 21, 1995

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Committee on Banking and Financial Services discharged; committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

AN ACT

To provide for the transfer of certain lands to the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, 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 “Saddleback Mountain-
5 Arizona Settlement Act of 1995”.

6 **SEC. 2. FINDINGS AND PURPOSES.**

7 (a) FINDINGS.—Congress finds that—

8 (1) the Salt River Pima-Maricopa Indian Com-
9 munity and the city of Scottsdale, Arizona, have a
10 longstanding interest in a 701-acre tract of land
11 known as the “Saddleback Property”, that lies with-
12 in the boundaries of the City and abuts the north
13 boundary of the Salt River Pima-Maricopa Indian
14 Reservation;

15 (2) the Saddleback Property includes
16 Saddleback Mountain and scenic hilly terrain along
17 the Shea Boulevard corridor in Scottsdale, Arizona,
18 that—

19 (A) has significant conservation value; and

20 (B) is of historic and cultural significance
21 to the Community;

22 (3) in 1989, the Resolution Trust Corporation
23 acquired the Saddleback Property as a receiver for
24 the Sun City Savings and Loan Association;

1 (4) after the Saddleback Property was noticed
2 for sale by the Resolution Trust Corporation, a dis-
3 pute between the Community and the City arose
4 concerning the future ownership, use, and develop-
5 ment of the Saddleback Property;

6 (5) the Community and the City each filed liti-
7 gation with respect to that dispute, but in lieu of
8 pursuing that litigation, the Community and the
9 City negotiated a Settlement Agreement that—

10 (A) addresses the concerns of each of those
11 parties with respect to the future use and devel-
12 opment of the Saddleback Property; and

13 (B) provides for the dismissal of the litiga-
14 tion;

15 (6) under the Settlement Agreement, subject to
16 detailed use and development agreements—

17 (A) the Community will purchase a portion
18 of the Saddleback Property; and

19 (B) the City will purchase the remaining
20 portion of that property; and

21 (7) the Community and the City agree that the
22 enactment of legislation by Congress to ratify the
23 Settlement Agreement is necessary in order for—

24 (A) the Settlement Agreement to become
25 effective; and

1 (B) the United States to take into trust
2 the property referred to in paragraph (6)(A)
3 and make that property a part of the Reserva-
4 tion.

5 (b) PURPOSES.—The purposes of this Act are—

6 (1) to approve and confirm the Settlement, Re-
7 lease, and Property Conveyance Agreement executed
8 by the Community, the City, and the Resolution
9 Trust Corporation;

10 (2) to ensure that the Settlement Agreement
11 (including the Development Agreement, the Use
12 Agreement, and all other associated ancillary agree-
13 ments and exhibits)—

14 (A) is carried out; and

15 (B) is fully enforceable in accordance with
16 its terms, including judicial remedies and bind-
17 ing arbitration provisions; and

18 (3) to provide for the taking into trust by the
19 United States of the portion of the Saddleback
20 Property purchased by the Community in order to
21 make that portion a part of the Reservation.

22 **SEC. 3. DEFINITIONS.**

23 For the purposes of this Act, the following definitions
24 shall apply:

1 (1) CITY.—The term “City” means the city of
2 Scottsdale, Arizona, which is a municipal corpora-
3 tion in the State of Arizona.

4 (2) COMMUNITY.—The term “Community”
5 means the Salt River Pima-Maricopa Indian Com-
6 munity, which is a federally recognized Indian tribe.

7 (3) DEDICATION PROPERTY.—The term “Dedi-
8 cation Property” means a portion of the Saddleback
9 Property, consisting of approximately 27 acres of
10 such property, that the City will acquire in accord-
11 ance with the Settlement Agreement.

12 (4) DEVELOPMENT AGREEMENT.—The term
13 “Development Agreement” means the agreement be-
14 tween the City and the Community, executed on
15 September 11, 1995, that sets forth conditions and
16 restrictions that—

17 (A) are supplemental to the Settlement,
18 Release and Property Conveyance Agreement
19 referred to in paragraph (11)(A); and

20 (B) apply to the future use and develop-
21 ment of the Development Property.

22 (5) DEVELOPMENT PROPERTY.—The term “De-
23 velopment Property” means a portion of the
24 Saddleback Property, consisting of approximately

1 211 acres, that the Community will acquire in ac-
2 cordance with the Settlement Agreement.

3 (6) MOUNTAIN PROPERTY.—The term “Moun-
4 tain Property” means a portion of the Saddleback
5 Property, consisting of approximately 365 acres,
6 that the Community will acquire in accordance with
7 the Settlement Agreement.

8 (7) PRESERVATION PROPERTY.—The term
9 “Preservation Property” means a portion of the
10 Saddleback Property, consisting of approximately 98
11 acres, that the City will acquire in accordance with
12 the Settlement Agreement.

13 (8) RESERVATION.—The term “Reservation”
14 means the Salt River Pima-Maricopa Indian Res-
15 ervation.

16 (9) SADDLEBACK PROPERTY.—The term
17 “Saddleback Property” means a tract of land that—

18 (A) consists of approximately 701 acres
19 within the city of Scottsdale, Arizona; and

20 (B) includes the Dedication Property, the
21 Development Property, the Mountain Property,
22 and the Preservation Property.

23 (10) SECRETARY.—The term “Secretary”
24 means the Secretary of the Interior.

1 (11) SETTLEMENT AGREEMENT.—The term
2 “Settlement Agreement”—

3 (A) means the Settlement, Release and
4 Property Conveyance Agreement executed on
5 September 11, 1995, by the Community, the
6 City, and the Resolution Trust Corporation (in
7 its capacity as the Receiver for the Sun State
8 Savings and Loan Association, F.S.A.); and

9 (B) includes the Development Agreement,
10 the Use Agreement, and all other associated an-
11 cillary agreements and exhibits.

12 (12) USE AGREEMENT.—The term “Use Agree-
13 ment” means the agreement between the City and
14 the Community, executed on September 11, 1995,
15 that sets forth conditions and restrictions that—

16 (A) are supplemental to the Settlement,
17 Release and Property Conveyance Agreement
18 referred to in paragraph (11)(A); and

19 (B) apply to the future use and develop-
20 ment of the Mountain Property.

21 **SEC. 4. APPROVAL OF AGREEMENT.**

22 The Settlement Agreement is hereby approved and
23 ratified and shall be fully enforceable in accordance with
24 its terms and the provisions of this Act.

1 **SEC. 5. TRANSFER OF PROPERTIES.**

2 (a) IN GENERAL.—Upon satisfaction of all conditions
3 to closing set forth in the Settlement Agreement, the Reso-
4 lution Trust Corporation shall transfer, pursuant to the
5 terms of the Settlement Agreement—

6 (1) to the Secretary, the Mountain Property
7 and the Development Property purchased by the
8 Community from the Resolution Trust Corporation;
9 and

10 (2) to the City, the Preservation Property and
11 the Dedication Property purchased by the City from
12 the Resolution Trust Corporation.

13 (b) TRUST STATUS.—The Mountain Property and
14 the Development Property transferred pursuant to sub-
15 section (a)(1) shall, subject to sections 6 and 7—

16 (1) be held in trust by the United States for the
17 Community; and

18 (2) become part of the Reservation.

19 (c) LIMITATION ON LIABILITY.—Notwithstanding
20 any other provision of law, the United States shall not
21 incur any liability for conditions, existing prior to the
22 transfer, on the parcels of land referred to in subsection
23 (b) to be transferred to the United States in trust for the
24 Salt River Pima-Maricopa Indian Community.

25 (d) RECORDS.—Upon the satisfaction of all of the
26 conditions of closing set forth in the Settlement Agree-

1 ment, the Secretary shall file a plat of survey depicting
 2 the Saddleback Property (that includes a depiction of the
 3 Dedication Property, the Development Property, the
 4 Mountain Property, and the Preservation Property)
 5 with—

6 (1) the office of the Recorder of Maricopa
 7 County, Arizona; and

8 (2) the Titles and Records Center of the Bu-
 9 reau of Indian Affairs, located in Albuquerque, New
 10 Mexico.

11 **SEC. 6. LIMITATIONS ON USE AND DEVELOPMENT.**

12 Upon the satisfaction of all of the conditions of clos-
 13 ing set forth in the Settlement Agreement, the properties
 14 transferred pursuant to paragraphs (1) and (2) of section
 15 5(a) shall be subject to the following limitations and condi-
 16 tions on use and development:

17 (1) PRESERVATION PROPERTY.—

18 (A) IN GENERAL.—Except as provided in
 19 subparagraph (B), the Preservation Property
 20 shall be forever preserved in its natural state
 21 for use only as a public park or recreation area
 22 that shall—

23 (i) be utilized and maintained for the
 24 purposes set forth in section 4(C) of the
 25 Settlement Agreement; and

1 (ii) be subject to the restrictions set
2 forth in section 4(C) of the Settlement
3 Agreement.

4 (B) SHEA BOULEVARD.—At the sole dis-
5 cretion of the City, a portion of the Preserva-
6 tion Property may be used to widen,
7 reconfigure, repair, or reengineer Shea Boule-
8 vard in accordance with section 4(D) of the Set-
9 tlement Agreement.

10 (2) DEDICATION PROPERTY.—The Dedication
11 Property shall be used to widen, reconfigure, repair,
12 or reengineer Shea Boulevard and 136th Street, in
13 accordance with sections 4(D) and 7 of the Settle-
14 ment Agreement.

15 (3) MOUNTAIN PROPERTY.—Except for the
16 areas in the Mountain Property referred to as Spe-
17 cial Cultural Land in section 5(C) of the Settlement
18 Agreement, the Mountain Property shall be forever
19 preserved in its natural state for use only as a public
20 park or recreation area that shall—

21 (A) be utilized and maintained for the pur-
22 poses set forth in section 5(C) of the Settlement
23 Agreement; and

24 (B) be subject to the restrictions set forth
25 in section 5(C) of the Settlement Agreement.

