

104TH CONGRESS
1ST SESSION

S. 1341

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.

IN THE SENATE OF THE UNITED STATES

OCTOBER 19 (legislative day, OCTOBER 18), 1995

Mr. MCCAIN (for himself and Mr. KYL) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

A BILL

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

1 known as the “Saddleback Property”, that lies with-
2 in the boundaries of the City and abuts the north
3 boundary of the Salt River Pima-Maricopa Indian
4 Reservation;

5 (2) the Saddleback Property includes
6 Saddleback Mountain and scenic hilly terrain along
7 the Shea Boulevard corridor in Scottsdale, Arizona,
8 that—

9 (A) has significant conservation value; and

10 (B) is of historic and cultural significance
11 to the Community;

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

15 (4) after the Saddleback Property was noticed
16 for sale by the Resolution Trust Corporation, a dis-
17 pute between the Community and the City arose
18 concerning the future ownership, use, and develop-
19 ment of the Saddleback Property;

20 (5) the Community and the City each filed liti-
21 gation with respect to that dispute, but in lieu of
22 pursuing that litigation, the Community and the
23 City negotiated a Settlement Agreement that—

1 (A) addresses the concerns of each of those
2 parties with respect to the future use and devel-
3 opment of the Saddleback Property; and

4 (B) provides for the dismissal of the litiga-
5 tion;

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

8 (A) the Community will purchase a portion
9 of the Saddleback Property; and

10 (B) the City will purchase the remaining
11 portion of that property; and

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

15 (A) the Settlement Agreement to become
16 effective; and

17 (B) the United States to take into trust
18 the property referred to in paragraph (6)(A)
19 and make that property a part of the Reserva-
20 tion.

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

22 (1) to approve and confirm the Settlement, Re-
23 lease, and Property Conveyance Agreement executed
24 by the Community, the City, and the Resolution
25 Trust Corporation;

1 (2) to ensure that the Settlement Agreement
2 (including the Development Agreement, the Use
3 Agreement, and all other associated ancillary agree-
4 ments and exhibits)—

5 (A) is carried out; and

6 (B) is fully enforceable in accordance with
7 its terms, including judicial remedies and bind-
8 ing arbitration provisions; and

9 (3) to provide for the taking into trust by the
10 United States of the portion of the Saddleback
11 Property purchased by the Community in order to
12 make that portion a part of the Reservation.

13 **SEC. 3. DEFINITIONS.**

14 For the purposes of this Act, the following definitions
15 shall apply:

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

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

22 (3) DEDICATION PROPERTY.—The term “Dedi-
23 cation Property” means a portion of the Saddleback
24 Property, consisting of approximately 27 acres of

1 such property, that the City will acquire in accord-
2 ance with the Settlement Agreement.

3 (4) DEVELOPMENT AGREEMENT.—The term
4 “Development Agreement” means the agreement be-
5 tween the City and the Community, executed on
6 September 11, 1995, that sets forth conditions and
7 restrictions that—

8 (A) are supplemental to the Settlement,
9 Release and Property Conveyance Agreement
10 referred to in paragraph (11)(A); and

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

13 (5) DEVELOPMENT PROPERTY.—The term “De-
14 velopment Property” means a portion of the
15 Saddleback Property, consisting of approximately
16 211 acres, that the Community will acquire in ac-
17 cordance with the Settlement Agreement.

18 (6) MOUNTAIN PROPERTY.—The term “Moun-
19 tain Property” means a portion of the Saddleback
20 Property, consisting of approximately 365 acres,
21 that the Community will acquire in accordance with
22 the Settlement Agreement.

23 (7) PRESERVATION PROPERTY.—The term
24 “Preservation Property” means a portion of the
25 Saddleback Property, consisting of approximately 98

1 acres, that the City will acquire in accordance with
2 the Settlement Agreement.

3 (8) RESERVATION.—The term “Reservation”
4 means the Salt River Pima-Maricopa Indian Res-
5 ervation.

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

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

10 (B) includes the Dedication Property, the
11 Development Property, the Mountain Property,
12 and the Preservation Property.

13 (10) SECRETARY.—The term “Secretary”
14 means the Secretary of the Interior.

15 (11) SETTLEMENT AGREEMENT.—The term
16 “Settlement Agreement”—

17 (A) means the Settlement, Release and
18 Property Conveyance Agreement executed on
19 September 11, 1995, by the Community, the
20 City, and the Resolution Trust Corporation (in
21 its capacity as the Receiver for the Sun State
22 Savings and Loan Association, F.S.A.); and

23 (B) includes the Development Agreement,
24 the Use Agreement, and all other associated an-
25 cillary agreements and exhibits.

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

5 (A) are supplemental to the Settlement,
 6 Release and Property Conveyance Agreement
 7 referred to in paragraph (11)(A); and

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

10 **SEC. 4. APPROVAL OF AGREEMENT.**

11 The Settlement Agreement is hereby approved and
 12 ratified and shall be fully enforceable in accordance with
 13 its terms and the provisions of this Act.

14 **SEC. 5. TRANSFER OF PROPERTIES.**

15 (a) IN GENERAL.—Upon satisfaction of all conditions
 16 to closing set forth in the Settlement Agreement, the Reso-
 17 lution Trust Corporation shall transfer, pursuant to the
 18 terms of the Settlement Agreement—

19 (1) to the Secretary, the Mountain Property
 20 and the Development Property purchased by the
 21 Community from the Resolution Trust Corporation;
 22 and

23 (2) to the City, the Preservation Property and
 24 the Dedication Property purchased by the City from
 25 the Resolution Trust Corporation.

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

4 (1) be held in trust by the United States for the
 5 Community; and

6 (2) become part of the Reservation.

7 (c) RECORDS.—Upon the satisfaction of all of the
 8 conditions of closing set forth in the Settlement Agree-
 9 ment, the Secretary shall file a plat of survey depicting
 10 the Saddleback Property (that includes a depiction of the
 11 Dedication Property, the Development Property, the
 12 Mountain Property, and the Preservation Property)
 13 with—

14 (1) the office of the Recorder of Maricopa
 15 County, Arizona; and

16 (2) the Titles and Records Center of the Bu-
 17 reau of Indian Affairs, located in Albuquerque, New
 18 Mexico.

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

20 Upon the satisfaction of all of the conditions of clos-
 21 ing set forth in the Settlement Agreement, the properties
 22 transferred pursuant to paragraphs (1) and (2) of section
 23 5(a) shall be subject to the following limitations and condi-
 24 tions on use and development:

25 (1) PRESERVATION PROPERTY.—

1 (A) IN GENERAL.—Except as provided in
2 subparagraph (B), the Preservation Property
3 shall be forever preserved in its natural state
4 for use only as a public park or recreation area
5 that shall—

6 (i) be utilized and maintained for the
7 purposes set forth in section 4(C) of the
8 Settlement Agreement; and

9 (ii) be subject to the restrictions set
10 forth in section 4(C) of the Settlement
11 Agreement.

12 (B) SHEA BOULEVARD.—At the sole dis-
13 cretion of the City, a portion of the Preserva-
14 tion Property may be used to widen,
15 reconfigure, repair, or reengineer Shea Boule-
16 vard in accordance with section 4(D) of the Set-
17 tlement Agreement.

18 (2) DEDICATION PROPERTY.—The Dedication
19 Property shall be used to widen, reconfigure, repair,
20 or reengineer Shea Boulevard and 136th Street, in
21 accordance with sections 4(D) and 7 of the Settle-
22 ment Agreement.

23 (3) MOUNTAIN PROPERTY.—Except for the
24 areas in the Mountain Property referred to as Spe-
25 cial Cultural Land in section 5(C) of the Settlement

1 Agreement, the Mountain Property shall be forever
 2 preserved in its natural state for use only as a public
 3 park or recreation area that shall—

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

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

9 (4) DEVELOPMENT PROPERTY.—The Develop-
 10 ment Property shall be used and developed for the
 11 economic benefit of the Community in accordance
 12 with the provisions of the Settlement Agreement and
 13 the Development Agreement.

14 **SEC. 7. AMENDMENTS TO THE SETTLEMENT AGREEMENT.**

15 No amendment made to the Settlement Agreement
 16 (including any deviation from an approved plan described
 17 in section 9(B) of the Settlement Agreement) shall become
 18 effective, unless the amendment—

19 (1) is made in accordance with the applicable
 20 requirements relating to the form and approval of
 21 the amendment under sections 9(B) and 34 of the
 22 Settlement Agreement; and

23 (2) is consistent with the provisions of this Act.

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