

Calendar No. 245

104TH CONGRESS
1ST Session

S. 1341

[Report No. 104-174]

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.

NOVEMBER 17 (legislative day, NOVEMBER 16), 1995

Reported with amendments

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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

NOVEMBER 17 (legislative day, NOVEMBER 16), 1995

Reported by Mr. MCCAIN, with amendments

[Omit the part struck through and insert the part printed in *italic*]

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”.

1 **SEC. 2. FINDINGS AND PURPOSES.**

2 (a) FINDINGS.—Congress finds that—

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

10 (2) the Saddleback Property includes
11 Saddleback Mountain and scenic hilly terrain along
12 the Shea Boulevard corridor in Scottsdale, Arizona,
13 that—

14 (A) has significant conservation value; and

15 (B) is of historic and cultural significance
16 to the Community;

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

20 (4) after the Saddleback Property was noticed
21 for sale by the Resolution Trust Corporation, a dis-
22 pute between the Community and the City arose
23 concerning the future ownership, use, and develop-
24 ment of the Saddleback Property;

25 (5) the Community and the City each filed liti-
26 gation with respect to that dispute, but in lieu of

1 pursuing that litigation, the Community and the
2 City negotiated a Settlement Agreement that—

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

6 (B) provides for the dismissal of the litiga-
7 tion;

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

10 (A) the Community will purchase a portion
11 of the Saddleback Property; and

12 (B) the City will purchase the remaining
13 portion of that property; and

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

17 (A) the Settlement Agreement to become
18 effective; and

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

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

24 (1) to approve and confirm the Settlement, Re-
25 lease, and Property Conveyance Agreement executed

1 by the Community, the City, and the Resolution
 2 Trust Corporation;

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

7 (A) is carried out; and

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

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

15 **SEC. 3. DEFINITIONS.**

16 For the purposes of this Act, the following definitions
 17 shall apply:

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

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

24 (3) DEDICATION PROPERTY.—The term “Dedi-
 25 cation Property” means a portion of the Saddleback

1 Property, consisting of approximately 27 acres of
 2 such property, that the City will acquire in accord-
 3 ance with the Settlement Agreement.

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

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

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

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

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

24 (7) PRESERVATION PROPERTY.—The term
 25 “Preservation Property” means a portion of the

1 Saddleback Property, consisting of approximately 98
2 acres, that the City will acquire in accordance with
3 the Settlement Agreement.

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

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

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

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

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

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

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

1 (B) includes the Development Agreement,
 2 the Use Agreement, and all other associated an-
 3 cillary agreements and exhibits.

4 (12) USE AGREEMENT.—The term “Use Agree-
 5 ment” means the agreement between the City and
 6 the Community, executed on September 11, 1995,
 7 that sets forth conditions and 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 Mountain Property.

13 **SEC. 4. APPROVAL OF AGREEMENT.**

14 The Settlement Agreement is hereby approved and
 15 ratified and shall be fully enforceable in accordance with
 16 its terms and the provisions of this Act.

17 **SEC. 5. TRANSFER OF PROPERTIES.**

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

22 (1) to the Secretary, the Mountain Property
 23 and the Development Property purchased by the
 24 Community from the Resolution Trust Corporation;
 25 and

1 (2) to the City, the Preservation Property and
 2 the Dedication Property purchased by the City from
 3 the Resolution Trust Corporation.

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

7 (1) be held in trust by the United States for the
 8 Community; and

9 (2) become part of the Reservation.

10 (c) *LIMITATION ON LIABILITY.*—*Notwithstanding any*
 11 *other provision of law, the United States shall not incur*
 12 *any liability for conditions, existing prior to the transfer,*
 13 *on the parcels of land referred to in subsection (b) to be*
 14 *transferred to the United States in trust for the Salt River*
 15 *Pima-Maricopa Indian Community.*

16 ~~(c)~~ (d) RECORDS.—Upon the satisfaction of all of the
 17 conditions of closing set forth in the Settlement Agree-
 18 ment, the Secretary shall file a plat of survey depicting
 19 the Saddleback Property (that includes a depiction of the
 20 Dedication Property, the Development Property, the
 21 Mountain Property, and the Preservation Property)
 22 with—

23 (1) the office of the Recorder of Maricopa
 24 County, Arizona; and

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

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

5 Upon the satisfaction of all of the conditions of clos-
 6 ing set forth in the Settlement Agreement, the properties
 7 transferred pursuant to paragraphs (1) and (2) of section
 8 5(a) shall be subject to the following limitations and condi-
 9 tions on use and development:

10 (1) PRESERVATION PROPERTY.—

11 (A) IN GENERAL.—Except as provided in
 12 subparagraph (B), the Preservation Property
 13 shall be forever preserved in its natural state
 14 for use only as a public park or recreation area
 15 that shall—

16 (i) be utilized and maintained for the
 17 purposes set forth in section 4(C) of the
 18 Settlement Agreement; and

19 (ii) be subject to the restrictions set
 20 forth in section 4(C) of the Settlement
 21 Agreement.

22 (B) SHEA BOULEVARD.—At the sole dis-
 23 cretion of the City, a portion of the Preserva-
 24 tion Property may be used to widen,
 25 reconfigure, repair, or reengineer Shea Boule-

1 vard in accordance with section 4(D) of the Set-
2 tlement Agreement.

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

8 (3) MOUNTAIN PROPERTY.—Except for the
9 areas in the Mountain Property referred to as Spe-
10 cial Cultural Land in section 5(C) of the Settlement
11 Agreement, the Mountain Property shall be forever
12 preserved in its natural state for use only as a public
13 park or recreation area that shall—

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

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

19 (4) DEVELOPMENT PROPERTY.—The Develop-
20 ment Property shall be used and developed for the
21 economic benefit of the Community in accordance
22 with the provisions of the Settlement Agreement and
23 the Development Agreement.

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

2 No amendment made to the Settlement Agreement
3 (including any deviation from an approved plan described
4 in section 9(B) of the Settlement Agreement) shall become
5 effective, unless the amendment—

6 (1) is made in accordance with the applicable
7 requirements relating to the form and approval of
8 the amendment under sections 9(B) and 34 of the
9 Settlement Agreement; and

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