

104TH CONGRESS
1ST SESSION

S. 1327

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 17 (legislative day, OCTOBER 10), 1995

Mr. MCCAIN (for himself and Mr. KYL) introduced the following bill; which was read twice and referred to the Committee on Banking, Housing, and Urban 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) in its capacity as a receiver for the Sun
9 State Savings and Loan Association, F.S.A., the

1 Resolution Trust Corporation holds a tract of land
2 consisting of approximately 701 acres within the city
3 of Scottsdale, Arizona (referred to in this Act as the
4 “Saddleback Property”);

5 (2) the Saddleback Property abuts the north
6 boundary of the Salt River Pima-Maricopa Indian
7 Reservation;

8 (3) because the Saddleback Property includes
9 Saddleback Mountain and scenic hilly terrain along
10 the Shea Boulevard Corridor in Scottsdale, Arizona,
11 a major portion of the Saddleback Property has sig-
12 nificant conservation value;

13 (4) pursuant to section 10(b) of the Coastal
14 Barrier Improvement Act of 1990 (12 U.S.C.
15 1441a-3(b)), the Resolution Trust Corporation iden-
16 tified the conservation value of the Saddleback Prop-
17 erty and provided a description of the Saddleback
18 Property in a notice of the availability of the prop-
19 erty for sale;

20 (5) the use and disposition of the Saddleback
21 Property are critical to the interests of both the City
22 and the Salt River Pima-Maricopa Indian Commu-
23 nity;

24 (6) during the course of dealings among the
25 Community, the City, and the Resolution Trust Cor-

1 poration, disputes arose regarding the ownership,
2 conservation, use, and ultimate development of the
3 Saddleback Property;

4 (7) the Community, the City, and the Resolu-
5 tion Trust Corporation resolved their differences
6 concerning the Saddleback Property by entering into
7 an agreement that provides for the sale, at an aggre-
8 gate price equal to the highest cash bid that has
9 been tendered to the Resolution Trust Corporation,
10 of—

11 (A) a portion of the Saddleback Property
12 to the City; and

13 (B) the remaining portion of the
14 Saddleback Property to the Community; and

15 (8) the Settlement Agreement provides—

16 (A) for a suitable level of conservation for
17 the areas referred to in paragraph (3); and

18 (B) that the portion of the Saddleback
19 Property referred to in paragraph (7)(B) will
20 become part of the Reservation.

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 City, the Community, and the Resolution
25 Trust Corporation; and

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.

9 **SEC. 3. DEFINITIONS.**

10 For the purposes of this Act, the following definitions
11 shall apply:

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

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

18 (3) DEDICATION PROPERTY.—The term “Dedi-
19 cation Property” means a portion of the Saddleback
20 Property, consisting of approximately 27 acres of
21 such property, that the City will acquire in accord-
22 ance with the Settlement Agreement.

23 (4) DEVELOPMENT AGREEMENT.—The term
24 “Development Agreement” means the agreement be-
25 tween the City and the Community, executed on

1 September 11, 1995, that sets forth conditions and
2 restrictions that—

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

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

8 (5) DEVELOPMENT PROPERTY.—The term “De-
9 velopment Property” means a portion of the
10 Saddleback Property, consisting of approximately
11 211 acres, that the Community will acquire in ac-
12 cordance with the Settlement Agreement.

13 (6) MOUNTAIN PROPERTY.—The term “Moun-
14 tain Property” means a portion of the Saddleback
15 Property, consisting of approximately 365 acres,
16 that the Community will acquire in accordance with
17 the Settlement Agreement.

18 (7) PRESERVATION PROPERTY.—The term
19 “Preservation Property” means a portion of the
20 Saddleback Property, consisting of approximately 98
21 acres, that the City will acquire in accordance with
22 the Settlement Agreement.

23 (8) RESERVATION.—The term “Reservation”
24 means the Salt River Pima-Maricopa Indian Res-
25 ervation.

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

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

5 (B) includes the Dedication Property, the
6 Development Property, the Mountain Property,
7 and the Preservation Property.

8 (10) SECRETARY.—The term “Secretary”
9 means the Secretary of the Interior.

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

12 (A) means the Settlement, Release and
13 Property Conveyance Agreement executed on
14 September 11, 1995, by the Community, the
15 City, and the Resolution Trust Corporation (in
16 its capacity as the Receiver for the Sun State
17 Savings and Loan Association, F.S.A.); and

18 (B) includes the Development Agreement,
19 the Use Agreement, and all other associated an-
20 cillary agreements and exhibits.

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

1 (A) are supplemental to the Settlement,
 2 Release and Property Conveyance Agreement
 3 referred to in paragraph (11)(A); and

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

6 **SEC. 4. APPROVAL OF AGREEMENT.**

7 The Settlement Agreement is hereby approved and
 8 ratified and shall be fully enforceable in accordance with
 9 its terms and the provisions of this Act.

10 **SEC. 5. TRANSFER OF PROPERTIES.**

11 (a) IN GENERAL.—Upon satisfaction of all conditions
 12 to closing set forth in the Settlement Agreement, the Reso-
 13 lution Trust Corporation shall transfer, pursuant to the
 14 terms of the Settlement Agreement—

15 (1) to the Secretary, the Mountain Property
 16 and the Development Property purchased by the
 17 Community from the Resolution Trust Corporation;
 18 and

19 (2) to the City, the Preservation Property and
 20 the Dedication Property purchased by the City from
 21 the Resolution Trust Corporation.

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

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

3 (2) become part of the Reservation.

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

11 (1) the office of the Recorder of Maricopa
12 County, Arizona; and

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

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

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

22 (1) PRESERVATION PROPERTY.—

23 (A) IN GENERAL.—Except as provided in
24 subparagraph (B), the Preservation Property
25 shall be forever preserved in its natural state

1 for use only as a public park or recreation area
2 that shall—

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

6 (ii) be subject to the restrictions set
7 forth in section 4(C) of the Settlement
8 Agreement.

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

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

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

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

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

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

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

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

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

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

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