

104TH CONGRESS  
1ST SESSION

# S. 1341

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## 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”.

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

16          (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           ward 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.

Passed the Senate November 29, 1995.

Attest:

*Secretary.*

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