



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 1/10/2023

**= Mandatory, information must be provided*

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Preservation and Conservation Easement Deed/Grant Project Title: Juan Santa Cruz Campground Rehabilitation
Grant Project #642204

***Introduction/Background:**

Pima County applied for a Heritage Fund Historic Preservation grant from Arizona State Parks to help rehabilitate the Juan Santa Cruz campground. A condition of the award is that the County grant a conservation easement to Parks. The grant award for the project funding was presented to the Board of Supervisors for Acceptance at its December 20, 2022 meeting.

***Discussion:**

Arizona State Parks requires grant awardees to provide conservation easements on properties that have received grant funds for historic preservation, to ensure that the preservation work is maintained. The length of the easement depends on the amount awarded. With a grant award of \$190,000, the conservation easement must be in place for 30 years. In this case, the County negotiated extensively with Parks and the State AG's office to ensure that the conservation easement was no more broad or cumbersome than necessary to preserve the work at the campground, allowing the County to maintain and improve other parts of Tucson Mountain Park that do not have historical connotations.

***Conclusion:**

Granting the easement recognizes the support of Arizona State Parks and will limit the ability to alter improvements made possible by the grant, but is narrowly tailored to serve Parks' interest in preserving its funded work without impairing the County's obligation to maintain and improve other parts of the park that do not have a historical background.

***Recommendation:**

Recommend the Board of Supervisors approve granting the conservation easement and to authorize County personnel to take all reasonable actions to comply with the terms of the grant, including documenting the conservation easement.

***Fiscal Impact:**

The easement will not have a fiscal impact.

***Board of Supervisor District:**

1 2 3 4 5 All

7/14/2021
GMI OK
AF 12/15/22

Department: Office of Sustainability and Conservation Telephone: *Click or tap here to enter text.*

Contact: Ian Milliken

Telephone: 724-6684

Department Director Signature: *Guiana Mays* Date: *12/7/2022*
Deputy County Administrator Signature: _____ Date: *12/20/2022*
County Administrator Signature: *[Signature]* Date: *12/22/2022*

When recorded, mail a copy to:
Arizona State Parks
1110 West Washington St, Suite 100
Phoenix, AZ 85007

PRESERVATION AND CONSERVATION EASEMENT DEED
(Use when Grant Participant Owns Property to be Improved by Grant)

Grant Project Title: Juan Santa Cruz Campground Rehabilitation
Grant Project #: 642204

THIS PRESERVATION AND CONSERVATION EASEMENT DEED, made this 2nd day of December, 2022 ("Effective Date") by and between Pima County ("Participant") and the Arizona State Parks Board ("Board").

WHEREAS, Participant is owner in fee simple of certain real property located in Pima County, Arizona, more particularly described in Exhibit A (the "Property");

WHEREAS, the Board is authorized to accept preservation and conservation easements to protect property significant in national and Arizona history and culture under Arizona Revised Statutes §§ 41-511.03, 41-511.05, and 33-271 through 33-276;

WHEREAS, because of its architectural, historic, archaeological and/or cultural values and significance, the Property was listed in the Arizona Register or the National Register of Historic Places as a contributing resource to the Tucson Mountain Park Historic District on July 8, 2021;

WHEREAS, Participant and the Board recognize the architectural, historic, archaeological and/or cultural values and significance of the features of the Property described in Exhibit B (the "Resources"), and have the common purpose of conserving and preserving those values and significance;

WHEREAS, the grant of a preservation and conservation easement on the Property by Participant to the Board will assist in preserving and maintaining the architectural, historic, archaeological, and/or cultural features of the Property for the benefit of the people of the State of Arizona and the United States of America;

WHEREAS, to that end, Participant desires to grant, and the Board desires to accept a preservation and conservation easement on the Property (the "Easement") for the period of 30 years starting on the effective date (the "Term of Public Use") which shall run with the land and be binding upon Participant's successors and assigns.

THEREFORE, in consideration of the sum of \$190,000 that Participant received as grant assistance through the Board from the Arizona State Parks Heritage Fund to be used to improve the Resources, Participant does voluntarily grant and convey to the Board the Easement for the Term of Public Use.

I. PURPOSE

The purpose of the Easement is to assure that the architectural, historic, archaeological and/or cultural features of the Resources will be retained and maintained for the Term of Public Use, to prevent any use or change of the Resources that will significantly impair or interfere with the Property's architectural, historic, and/or cultural values and significance, and to provide public access.

II. PARTICIPANT'S COVENANTS

During the Term of Public Use:

A. The Participant agrees to assume the cost of the continued maintenance and repair of the Property and to preserve and/or enhance the architectural, historic, and/or cultural features of the Property that made it eligible for listing in the Arizona Register or the National Register of Historic Places.

B. The Participant agrees that during the term of this Easement, no visual or structural alterations will be made to the Resources that are grant-funded and described in Exhibit B without prior written permission of the Board.

C. The Participant agrees to seek written permission of the Board for the construction of any new addition to the Resources that are grant-funded and described in Exhibit B during the term of the Easement.

D. The Participant agrees that the Board, and their agents or designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Easement are being observed.

E. The Participant agrees that when the Property is not clearly visible from a public right-of-way or includes interior work funded with Arizona Heritage Fund grants, the property will be open to the public for the purpose of viewing the grant-funded work no less than 12 days a year and at other times by appointment. The Participant may charge a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area. Notice of the time and dates when the facility will be open

must be published in newspapers of general circulation in the community in which the Property is located at least once per year. Participant must keep documentation of the notice publications, which will be available for inspection by the Board or their agents or designees during the Term of Public Use.

F. In the event that Participant breaches any of the terms of this Easement, Participant agrees to reimburse the Board the amount of the grant plus all fees and expenses incurred in connection with the enforcement of the Easement, including but not limited to court costs, expert and attorney's fees, and interest.

G. To the extent permitted by law, Participant agrees to indemnify, release and hold harmless the Board, its employees, officers, agents and assignees from any costs, claims, damages, reimbursements, or payments (including reasonable attorney fees) related to this Easement arising out of bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of Participant, or any of its officers, officials, agents, employees, or volunteers. Participant additionally agrees that the Board, its employees, officers, agents and assignees have no obligation for maintaining, repairing, or administering the Property or the Easement.

H. Participant agrees to provide timely notice to the Board of the sale or transfer of the Property, and to provide the new owner or occupant with a copy of this Easement.

IN WITNESS WHEREOF, the Participant and the Board have executed this Easement which shall become effective immediately upon signature by both parties.

PARTICIPANT

ACKNOWLEDGMENT BY PARTICIPANT

Signature

State of Arizona)
County of _____)

Print Name

The foregoing instrument was
acknowledged before me this _____
day of _____, _____ by

Title

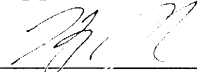
Participant

Date

Notary Public

(Seal)

Approve as to form:



Deputy County Attorney

Date: 12/2/2022

Attest:

Clerk of the Board

Date: _____

ARIZONA STATE PARKS BOARD

Signature

Print Name

Title

Date

ACKNOWLEDGMENT BY BOARD

State of Arizona)
County of _____)

The foregoing instrument was
acknowledged before me this _____
day of _____, _____ by

Arizona State Parks Board

Notary Public

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of G.L.O. Lots 8, 9, 10 and 11 within the Southwest Quarter of Section 06, Township 14 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner of said Lot 10, a 2 ½" G.L.O. BCSM stamped "T14S S1 S6 S7 R11E R12E 1926" to which the south quarter corner of said Section 06, a 2" G.L.O. BCSM stamped "1/4 S6 S7 1926" bears North 89°43'07" East a distance of 3104.58 feet;

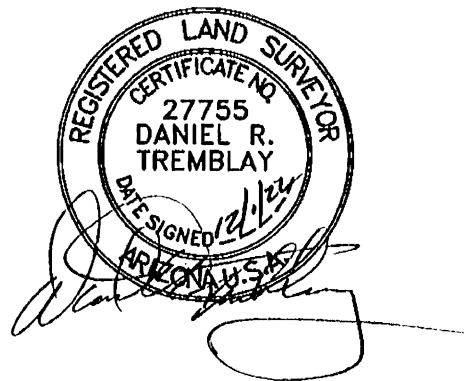
THENCE along the west line of said Lot 10 and Lot 9, North 00°42'32" West a distance of 1433.07 feet to the **POINT OF BEGINNING**;

THENCE North 21°22'57" East a distance of 563.30 feet;

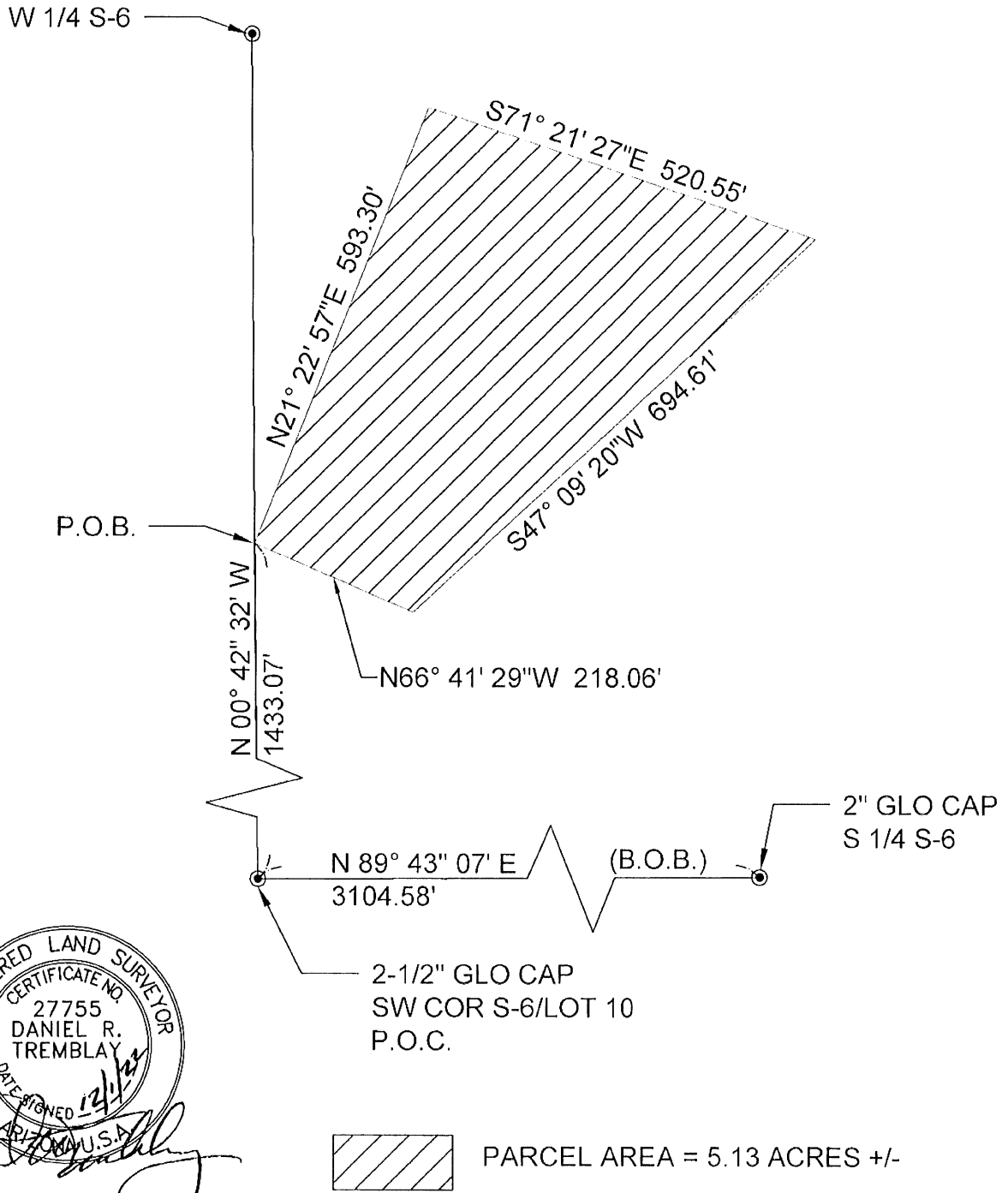
THENCE South 71°21'27" East a distance of 520.55 feet;

THENCE South 47°09'20" West a distance of 694.61 feet;

THENCE North 66°41'29" West a distance of 218.06 feet to the **POINT OF BEGINNING**.



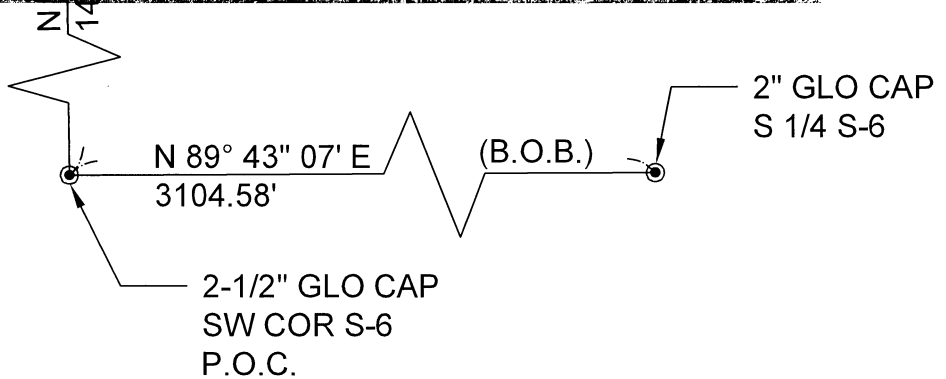
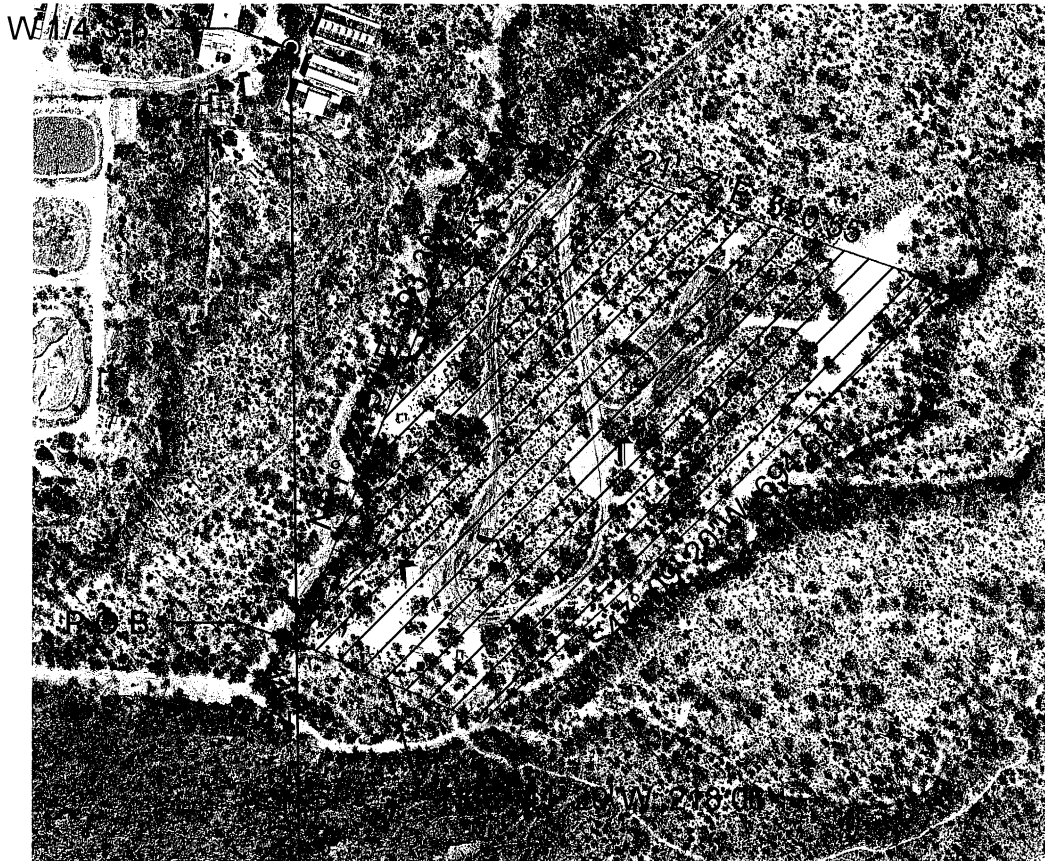
DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF SECTION 06, TOWNSHIP 14 SOUTH, RANGE 12 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT "A"

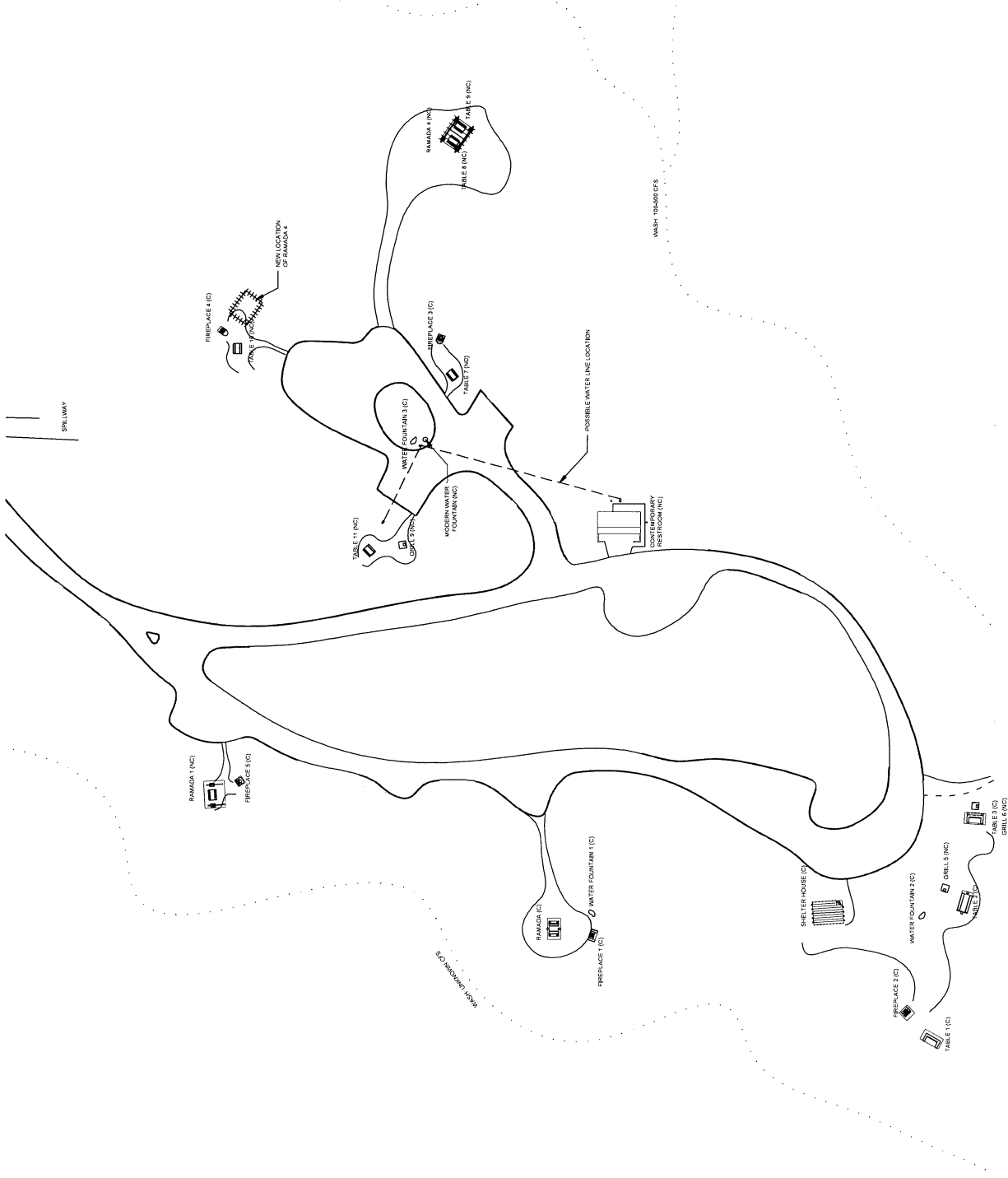


PARCEL AREA = 5.13 ACRES +/-



PIMA COUNTY SURVEY

A PORTION OF SECTION 06, TOWNSHIP 14 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



PRELIMINARY
 NOT FOR
 CONSTRUCTION

JUAN SANTA CRUZ
HISTORIC PICNIC AREA
 N. KINNEY RD.
 TUCSON, ARIZONA 85743

A0.0 SITE PLAN

DRAWN BY: J.M. 02/2012 DC
 CHECKED BY:
 C. 02/2012

NO. XXXXXXXX 851E
 DATE: 5/20/12
 PROJECT NO: 101121

TUCSON MOUNTAIN PARK, JUAN SANTA CRUZ PICNIC AREA: HISTORIC RESOURCES TREATMENT MASTER PLAN

PICT FEATURE	PHOTO	HISTORIC STATUS	PRIORITY RANK	TREATMENT	DRAWING REFERENCE	DESCRIPTION OF TREATMENT
1		NON-CONTRIBUTING	3	REHABILITATION	A1.0, A1.1, 1, 2, 3, 4	REMOVE EXISTING TIMBERS, MATCHING EXISTING DIMENSIONS & ANGLES, BRACES W/ 6 X 6 STEEL VERTICAL & HORIZONTAL ENGINEER NEW FOUNDATION & CONNECTION, PAINT BROWN. CHECK FOR INSECT DAMAGE AND REPAIR AS NECESSARY. REPAIR BROKEN STONE. REPAIR CONCRETE SHOULDERS. CLEAN AND REPOINT STONEMWORK AS NECESSARY. PATCH CONCRETE CAP AS NECESSARY.
2		CONTRIBUTING	2	REHABILITATION	A2.0, A2.1, 1, 2, 3	REMOVE VERTICAL TIMBER STUDS, CORE IN 8" NO STEEL COLUMN AT 4 CORNERS, ADD 8" NO STEEL BEAM ON COLUMN OVER BENCHES, ADD 5, 3 X 4 STEEL TUBE JOISTS, ROOF W/ METAL B DECK
3		CONTRIBUTING	2.1	PRESERVATION	A2.0, A2.1, 4, 5, 6	REPAIR BROKEN STONE, REPAIR CONCRETE SHOULDERS, CLEAN AND REPOINT STONEMWORK AS NECESSARY, PATCH CONCRETE CAP AS NECESSARY.
4		CONTRIBUTING	2.2	PRESERVATION	A2.0	REPOINT STONEMWORK IN FOUNTAIN BASE.
5		CONTRIBUTING	3.1	PRESERVATION	A1.0, 2, 3, 4, 5	REMOVE TEMPORARY GILL AND MOUNT TO THE GROUND ADJACENT TO STONE FIRE PLACE, REBUILD THE CAST IRON WITH COMPATIBLE STONES, CLEAN AND REPOINT.
6		CONTRIBUTING	1	PRESERVATION	A3.0, A3.1, 1, 2, 3, 4, 5	THIS FEATURE IS THE MOST IMPROBANT ELEMENT REMAINING IN THE JUAN SANTA CRUZ PICNIC AREA, WE PROPOSE THE FOLLOWING PRESERVATION TREATMENT: REMOVE CONCRETE ON ROOF, REBUILD SHEDS HOUSE W/ IDENTICAL MATERIALS, PRESERVE ALL ELEMENTS THAT ARE SAFE & SOUND, REPLACE LIKE-FOR-LIKE W/ REMAINDER OF THE STRUCTURE THE ONLY EXCEPTION IS THAT AFTER THE ROOF HAS BEEN STORED, APPLY A LIGHT METAL ROOF COVERING WITH MINIMUM VERTICAL DIMENSION TO SAVE LONG TERM MAINTENANCE.
7		CONTRIBUTING	1.3	PRESERVATION	A4.0, A4.1, 4, 5, 6, 7	CLEAN AND REPOINT STONEMWORK AS NECESSARY, PATCH CONCRETE CAP AS NECESSARY.
8		CONTRIBUTING	1.1	PRESERVATION	A4.0, A4.1, 1, 2, 3	CLEAN AND REPOINT STONEMWORK AS NECESSARY, PATCH CONCRETE CAP AS NECESSARY.
9		CONTRIBUTING	1.4	PRESERVATION	A4.0, A4.2, 1, 2, 3	CLEAN AND REPOINT STONEMWORK AS NECESSARY, PATCH CONCRETE CAP AS NECESSARY.
10		CONTRIBUTING	1.2	PRESERVATION	A4.0, A4.2, 4, 5, 6, 7	CLEAN AND REPOINT STONEMWORK AS NECESSARY, PATCH CONCRETE CAP AS NECESSARY.
11		CONTRIBUTING	1.2	PRESERVATION	A4.0, A4.1	NO WORK
12		CONTRIBUTING	1.5	PRESERVATION	A4.0, A4.1	NO WORK
13		CONTRIBUTING	1.5	PRESERVATION	A4.0, A4.1	REPOINT STONEMWORK IN FOUNTAIN BASE.
14		CONTRIBUTING	1.5	PRESERVATION	A4.0	NO WORK
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POSTER
MIRTO
McDONALD
 ARCHITECTURE
 311 N. COURT AVE. TUCSON, AZ 85724
 520.545.1100
 311 N. COURT AVE. TUCSON, AZ 85724

JUAN SANTA CRUZ
HISTORIC PICNIC AREA
 N. KINNEY RD.
 TUCSON, ARIZONA 85743
A0.3 SITE MATRIX

PRELIMINARY
 NOT FOR
 CONSTRUCTION

DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 12/15/2023
 PROJECT NO: A0.3