

Arizona State Parks

# Growing Smarter State Trust Land Acquisition Program

## FY 2010 Grant Application Instruction Manual

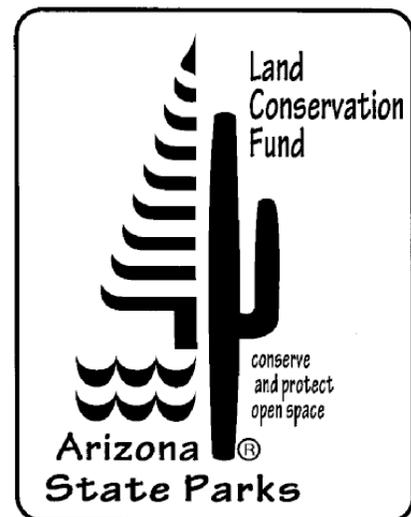
### **Application Deadline**

Applications must be received at:

Arizona State Parks  
Partnership Division  
Grants Section  
1300 W. Washington  
Phoenix, AZ 85007

**No later than:  
June 30, 2010  
By 5:00 p.m.**

**This manual supersedes all previous manuals.**



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**Growing Smarter State Trust Land Acquisition Program  
Arizona Land Conservation Fund**

Dear Growing Smarter Applicant:

Arizona State Parks is pleased to present the FY 2010 Grant Application Manual for the Growing Smarter State Trust Land Acquisition Grant Program. This manual is designed to instruct applicants in preparing successful grant applications for funding assistance from the Land Conservation Fund (LCF) for revenues accrued during fiscal year 2010. This manual contains general program information, application guidelines, rating system, and application requirements.

This manual supersedes all previous application materials prepared by Arizona State Parks. Manuals dated prior to FY 2010 should be discarded. All forms necessary to complete an application are available in this manual and may be reproduced.

Please contact me if you have any questions as you design your project and prepare your grant application.

Danielle Silvas  
Grant Coordinator  
(602) 542-7160  
E-mail: [dsilvas@azstateparks.gov](mailto:dsilvas@azstateparks.gov)

State Parks is interested in your feedback about the grant manual and the application process. Please take a few moments to give us your suggestions for improvement by completing the survey on the following page or by contacting me directly.

The Arizona State Parks Grants Section administers eight grant programs: the State Lake Improvement Fund (SLIF); the Law Enforcement & Boating Safety Fund (LEBSF); the Recreational Trails Program (motorized portion); three components of the Arizona Heritage Fund (Historic Preservation; Trails; and Local Regional & State Parks); the Land and Water Conservation Fund; and the Growing Smarter State Trust Land Acquisition Program. Please refer to the table on the back cover of this manual for further information and phone numbers.

Sincerely,

Danielle Silvas  
Grant Coordinator  
Arizona State Parks

The Grants staff at Arizona State Parks is committed to improving the grant application process. Once you have completed your application, please respond to the following questionnaire and return it by mail. Your comments will be used to improve future grant manuals.

1. Please check the type of grant you have applied for:

- |  |   |
|--|---|
| <input type="checkbox"/> State Lake Improvement Fund                         | <input type="checkbox"/> Local, Regional and State Parks (LRSP) Heritage Fund |
| <input type="checkbox"/> Trails Heritage Fund                                | <input type="checkbox"/> Historic Preservation Heritage Fund                  |
| <input type="checkbox"/> Recreational Trails Program (non-motorized portion) | <input type="checkbox"/> Growing Smarter State Trust Land Acquisition         |

2. To what extent do you agree with the following statement: "The information contained in this manual was useful in filling out the application."

- Strongly agree     Agree     Disagree     Strongly Disagree

-----*(fold line)*-----

3. Did you find the organization of this manual easy to follow?      Yes       No

If No, how could the presentation or order be improved or changed?

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4. Did you find any of the questions difficult to understand?      Yes       No

If Yes, which questions posed this difficulty and why?

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5. What necessary information was not included in the grant manual?

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-----*(fold line)*-----

6. What additional information would have been helpful?

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7. Please add any additional comments in the space below.

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Thank you for taking the time to answer the above questions. Please fold along the dotted lines and affix postage to the reverse side.



For more information contact:  
Arizona State Parks  
Tel & TTY: (602) 542-4174  
<http://www.azstateparks.com>

Please  
Affix  
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Grants Section  
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*"Managing and Conserving our Natural, Cultural, and Recreational Resources."*

# Table of Contents

## Introduction

|   |   |
|---|---|
| Program Introduction .....  | 1 |
| Expected Growing Smarter State Trust Land Acquisition Grant Cycle ..... | 1 |
| Application Submission .....  | 2 |
| Disagreement Process .....  | 2 |

## General Program Information

|   |    |
|---|----|
| Funding Source and Available Funds .....            | 3  |
| Fiscal Year 2010 Monies.....                        | 3  |
| Eligible Applicants.....                            | 4  |
| Eligible Projects.....                              | 4  |
| State Trust Land Eligible for Reclassification..... | 4  |
| Land Reclassification Process .....                 | 5  |
| Eligible Costs.....                                 | 6  |
| Title Insurance .....                               | 7  |
| Waiver of Retroactivity.....                        | 7  |
| Conservation Protection .....                       | 8  |
| Open Space and Allowable Uses .....                 | 9  |
| Conservation Easements.....                         | 9  |
| ASLD Patent Restrictions.....                       | 10 |
| Applicant Requirements and Assurances .....         | 12 |
| Permitting Requirements.....                        | 14 |

## Eligibility Requirements

|  |    |
|--|----|
| Grant Application Requirements for All Applicants .....                | 16 |
| Additional Eligibility Requirements for All Nonprofit Applicants ..... | 20 |

## Application Forms

|  |    |
|--|----|
| Applicant Certification Form Instructions .....          | 21 |
| Applicant Certification Form.....                        | 22 |
| SHPO Certification Form.....                             | 24 |
| Arizona Historic Property Inventory Form .....           | 26 |
| Applicant Resolution.....                                | 28 |
| Certification Statement for Nonprofit Organizations..... | 30 |

## State Trust Land Acquisition Grant Rating Criteria

|                                       |    |
|---------------------------------------|----|
| Summary of Rating Criteria .....      | 32 |
| I. Ecological Values .....            | 33 |
| II. Conservation Values.....          | 36 |
| III. Planning and Public Support..... | 37 |
| IV. Acquisition Type.....             | 38 |

## Attachments

|   |    |
|---|----|
| A. Grant Participant Agreement .....                      | 39 |
| B. Participant Agreement General Provisions.....          | 41 |
| C. Sample Deed of Conservation Easement.....              | 47 |
| D. Post-Completion Annual Self-Certification Sample ..... | 56 |
| E. Riparian Plants List.....                              | 60 |

\* \* \* \* \*

# Program Introduction

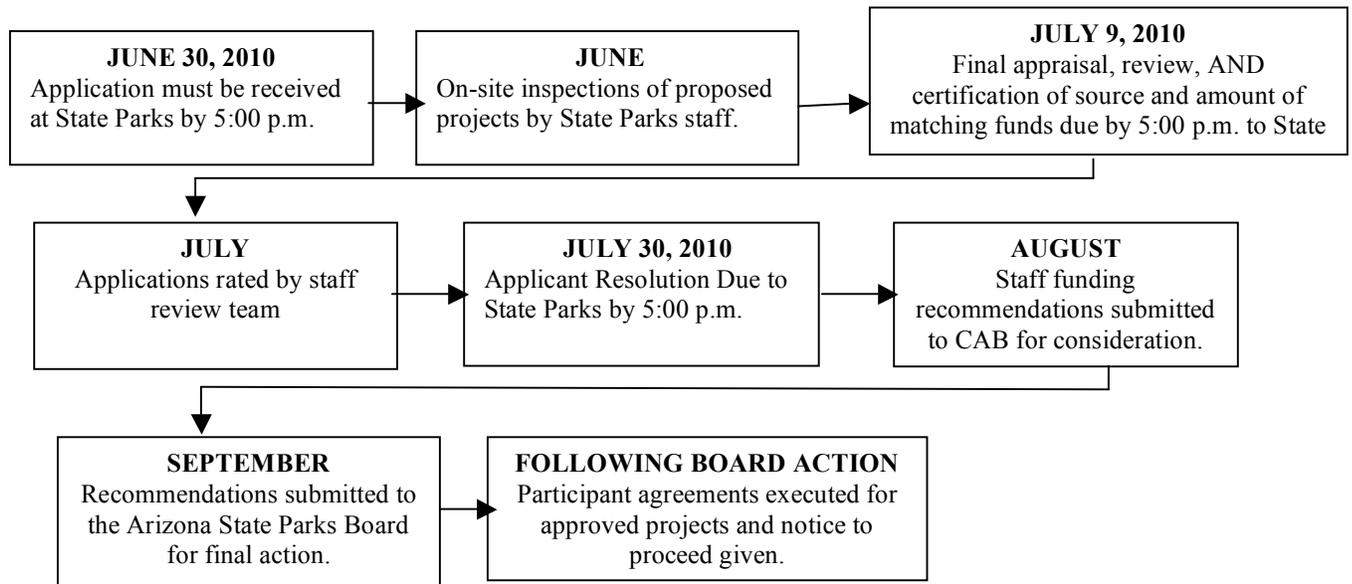
The Growing Smarter Act consists of comprehensive municipal, county and State Land Department land use planning and zoning reforms, provides for the acquisition and preservation of open spaces and establishes a program for continuing study and consideration of pertinent issues relating to public land use policies, all in order to further the best interests of our citizens by protecting our natural heritage and wisely managing the growth of our communities.

The purpose of the Growing Smarter State Trust Land Acquisition Grant Program is to fund grants from monies in the Land Conservation Fund *“to conserve open spaces in or near urban areas and other areas experiencing high growth pressures.”*

The Growing Smarter State Trust Land Acquisition Grant Program and the Land Conservation Fund are designed to encourage the conservation of Arizona’s open spaces and the preservation of select parcels of State Trust land in and near urban areas for open space to benefit future generations. This will be accomplished by awarding grants for the purchase or lease of State Trust land that has been classified as suitable for conservation purposes by the Arizona State Land Department (ASLD).

The Arizona State Parks Board (Parks Board) is responsible for administering the Growing Smarter State Trust Land Acquisition Grant Program. This is accomplished through the development of application guidelines and criteria for the priority rating system, the execution of participant agreements with grantees, and the subsequent monitoring of expended funds and project completion. The Conservation Acquisition Board (CAB), a Governor-appointed advisory group to the Parks Board, recommends appropriate grants from the Land Conservation Fund to the Parks Board.

## **Expected Growing Smarter State Trust Land Acquisition Grant Cycle:**



**\*\*Applicants for FY 2010 grant funds must submit the application for sale or lease of reclassified API land to the State Land Department by September 1, 2009 (see page 16).**

## **Application Submission**

Arizona State Parks Grants Section must receive completed applications no later than **5:00 p.m. on WEDNESDAY, JUNE 30, 2010**. This is not a postmark deadline; applications must be received by this time. Faxed copies of the application will not be accepted. It is recommended that you submit your application early so staff can notify you if any additional items are needed to make the application complete. ***Incomplete applications and/or applications received after the deadline will be deemed ineligible and returned to the applicant.***

The applicant must submit ONE (1) complete original application and FOUR (4) additional copies of certain sections of the applications (see page 16). **The person authorized to receive funds as certified in the Applicant Resolution (see page 28) must sign the original copy of the application and all other required documents.**

## **Disagreement Process**

The applicant may request a review of any decision or action concerning the application process that is not resolved to the satisfaction of the applicant. A written request for review may be submitted to the Assistant Director of the Partnerships Division of Arizona State Parks and must be received within thirty (30) days of the date the applicant was informed of the decision or action. The Assistant Director will review the matter and issue a written response within thirty (30) days of receiving the request. If the disagreement is not resolved at the Assistant Director's level, a written request for further review may be submitted to the Director of Arizona State Parks within thirty (30) days of the date of the Assistant Director's response. The Executive Director will issue a written response within thirty (30) days of receiving the request.

# General Program Information

## Funding Source and Available Funds

The passage of Proposition 303 on November 3, 1998 established an annual \$20 million appropriation by the Arizona State Legislature from the General Fund to the Land Conservation Fund. This annual appropriation began in FY 2001 and continues through FY 2011. With the passage of Senate Bill 1071 in 2003, State Parks will transfer \$2 million annually to the Livestock and Crop Conservation Fund administered by the Department of Agriculture. As a result, an \$18 million annual appropriation is available for the Growing Smarter grant program. *The Parks Board will first make conditional grant awards through a competitive process. Successful applicants must submit proof of having been the highest and best bidder of the subject property at public auction in order to receive grant monies. This proof includes all documentation provided by the ASLD to the successful bidder, including a receipt verifying that some payment has been made toward the sale or lease of the property. The matching acquisition grant funds will be provided within 30 days of the applicant submitting proof of having been the successful bidder at public auction.*

## General Fund Appropriation

The following charts show the funding history and expected revenue into the Land Conservation Fund:

**Revenues Received and Available for Grant Awards**

| Revenue Year | Amount Received | Date Received | Board Action   |
|--------------|-----------------|---------------|----------------|
| FY 2001      | \$20,000,000    | July 2000     | September 2000 |
| FY 2002      | \$4,800,000     | July 2001     | October 2001   |
| FY 2002*     | \$15,200,000    | Oct-June 2002 | September 2002 |
| FY 2003      | \$20,000,000    | July 2002     | September 2003 |
| FY 2004      | \$18,000,000    | July 2003     | September 2004 |
| FY 2005      | \$18,000,000    | July 2004     | September 2005 |
| FY 2006      | \$18,000,000    | July 2005     | September 2006 |
| FY 2007      | \$18,000,000    | July 2006     | October 2007   |
| FY 2008      | \$18,000,000    | July 2007     | September 2008 |
| FY 2009      | \$18,000,000    | July 2008     | September 2009 |
| FY 2010      | \$18,000,000    | July 2009     | September 2010 |

**Expected Revenue Stream**

| Revenue Year     | Amount Expected       | Total Amount Expected to be Available FY 2010 |
|------------------|-----------------------|---|
| FY 2010 –FY 2011 | \$18,000,000 per year | \$104,901,933                                 |

## **Eligible Applicants**

The State of Arizona, its political subdivisions and certain nonprofit organizations are eligible to apply for Growing Smarter State Trust Land Acquisition grant funds. This field of eligible applicants consists of the governing entity of the following:

- State Agencies
- Political Subdivisions of the State, defined per A.R.S. § 38-431, and including without limitation all:
  - Counties
  - Incorporated Cities or Towns
  - School Districts
  - Special Districts
- Nonprofit organizations that are exempt from federal income taxation under Section 501(c) of the Internal Revenue Code and that have the purpose of preserving open space

An entity may submit more than one application per year, but only if the applications are for completely different projects. Parcels sold at separate auctions constitute different projects.

## **Eligible Projects**

Projects eligible for Growing Smarter State Trust Land Acquisition Grant monies include:

- 1) Purchase or lease of State Trust lands that are classified as suitable for conservation purposes pursuant to Title 37, Chapter 2, Article 4.2. *For further information regarding the reclassification of State Trust land or the process of acquiring trust lands at public auction, please see the following section and contact the ASLD Arizona Preserve Initiative Program at (602) 542-3671.*

All grants from the Land Conservation Fund to nonprofit organizations are conditioned on the organization providing reasonable public access to any land that is wholly or partly purchased with that grant.

## **State Trust Lands Eligible for Reclassification**

Following the legislation of the Arizona Preserve Initiative (A.R.S. § 37-211), only those State Trust lands located within a specific distance of urban areas may be considered by the State Land Commissioner for classification as trust lands suitable for conservation purposes. State Trust lands are only eligible for consideration if they are located within:

- A) One mile of the corporate boundaries of an incorporated city or town having a population of less than 10,000 persons according to the most recent United States decennial census.
- B) Three miles of the corporate boundaries of an incorporated city or town having a population of 10,000 persons or more according to the most recent United States decennial census.
- C) Ten miles of the boundaries that are established in paragraph A or B of this subsection and that are located within Maricopa and Pima counties and are adjacent to lands that are eligible for conservation and share with them a specific physical characteristic such as a river, a mountain slope or an archaeological feature.

In addition to lands located within these boundaries, statute allows specific parcels located within Pinal County in the San Tan Mountains, the Tortolita Mountain Park area and within the vicinity of the Superstition Mountains, as well as specific parcels in Coconino County, to be considered for reclassification.

**Please note:** Arizona State Parks is a separate agency from the Arizona State Land Department. Applicants should contact representatives of ASLD at (602) 542-3671 for specific information regarding which parcels of State Trust land are eligible for reclassification as suitable for conservation purposes.

### **Land Reclassification Process**

According to the API, a state agency or a local government, a business, a conservation-based nonprofit corporation or trust, state land lessees or a group of ten or more citizens may petition the State Land Commissioner to have specific Trust lands nominated and reclassified for conservation purposes (A.R.S. § 37-312). After all appropriate notifications, public hearings, and consideration of physical and economic impacts to current lessees and the Trust, the State Land Commissioner may reclassify the subject land as suitable for conservation purposes. Existing leases on any land reclassified for conservation purposes may not be canceled or impaired in any way. Once the land is reclassified, the State Land Commissioner may adopt a coordination plan for the property to protect conservation values.

The reclassification of State Trust land for conservation purposes is intended to be a temporary action pending the purchase or lease of the property from the ASLD for the ultimate management and conservation of the property as open space. Leases and sales, following application, evaluation, appraisals, review and advertising, must occur at a public auction.

**Please note:** The information provided above regarding land reclassification is for informational purposes only. The process for reclassifying State Trust lands is established by the Arizona Preserve Initiative and this process is administered by the ASLD. Arizona State Parks is a separate agency from the ASLD. Applicants should contact representatives of ASLD at (602) 542-3671 for specific information regarding the process of petitioning for the reclassification of trust lands, as well as for information regarding the public auction process.

## Eligible Costs

Monies from the Land Conservation Fund's public conservation account can provide up to 50% of the appraised value of any purchase or lease of reclassified State Trust land, as well as approved costs associated with the acquisition. This grant must be matched by at least an equal expenditure from the applicant.

In addition, all of the following requirements apply to Growing Smarter State Trust Land Acquisition grant applicants:

- Arizona State Parks normally will not consider term sales as an eligible use of State Trust land acquisition grant monies or the applicant's match. However, an applicant may purchase at auction a larger area under terms from the ASLD and re-apply each year to State Parks for a specified sum of money to be used to acquire a patent on a specified portion of the larger area. Any interest or finance costs will not be eligible grant costs. All acquisitions must be made in the form of cash paid up front. Proof of an applicant's authorization to apply and commitment to provide matching funds, in the form of the Applicant Resolution (see page 28), must be provided by the close of business on JULY 30, 2010. The exact match amount must be certified in a letter signed by the authorized individual.
- The grant award approved by the Parks Board will not change if the final selling or leasing price at public auction exceeds the appraised value. **It is the applicant's responsibility to fund any difference between the appraised value and the sale price at auction.**
- **Other Scope Items**  
As part of the grant award, matching funds for costs associated of acquisition may be eligible but may not exceed 10% of the grant award. Associated costs within the scope of the grant award may include the following:
  - Cultural resources survey
  - Land appraisal commissioned by the applicant, but only if commissioned before the application to purchase is submitted to the Land Department
  - Land surveys to establish boundaries and rights of way
  - ASLD administrative fees or brokerage-associated commission (these costs are approximately 2% of the purchase price)
  - ASLD advertising costs, application fees, auction costs, escrow fees, and recording fees for the sale or lease of a parcel of State Trust land (these costs are generally 3% of the purchase price)
  - Phase I and, if needed, Phase II assessments, per the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)

- Title Report or Title Insurance, if required by ASP

## **Title Insurance**

Based on the title report supplied by the applicant in the grant application, title insurance may be required by State Parks. If required, a recipient of a grant award must provide Arizona State Parks with proof of title insurance covering the full purchase price of the acquisition, insuring the recipient's fee simple title in the property, and subject to exceptions acceptable to State Parks. If the recipient conveys a conservation easement to State Parks, the policy must hold State Parks harmless and insure State Parks' right and remedies as grantee under the terms of the conservation easement. The policy shall be issued to State Parks. The title insurance company issuing the policy and all terms and conditions of the policy are subject to the approval of State Parks.

Costs incurred prior to receipt of a grant award are the sole responsibility of the applicant. Successful applicants may later receive partial reimbursement for some of these costs upon approval of a grant award, but within 30 days after the patent transfers to the applicant. However, applicants should be fully aware that all costs are incurred at their own risk. Applicants who are not the winning bidders at auction shall receive no grant monies from Arizona State Parks, regardless of any expenses incurred prior to the auction.

## **Waiver of Retroactivity**

Ordinarily, a participant will acquire the property after the grant is awarded. However, in some instances it is necessary to acquire property before a grant application can be considered for funding. In these cases, applicants may request a waiver of retroactivity which will make the acquisition costs eligible for grant assistance if State Parks approves the grant. A waiver must be approved by the Executive Director of State Parks before the property is acquired by the participant. To obtain approval, the participant must notify State Parks in writing of the necessity for the waiver prior to acquiring the property and give justification for the proposed action. Such notification must include a site map, a parcel map, and the auction date.

If State Parks grants the waiver, the applicant must apply for a grant within the next 18 months. If the grant is approved, retroactive acquisition costs are eligible for grant assistance. Retroactive costs are incurred at the applicant's risk, since the granting of the waiver does not in any way insure full funding approval of the project. Granting a waiver acknowledges the need for immediate action, but does not imply project approval. Eligibility and rating criteria remain the same for all applications regardless if a waiver of retroactivity was approved for a certain parcel.

## Conservation Protection

Grant recipients shall convey a conservation easement to State Parks in exchange for Growing Smarter monies. The organization shall be required to sign a contract with the Parks Board stating that it will convey a conservation easement to State Parks in the case of a purchase or impose a restrictive covenant in the case of a lease. These contracts shall accompany the title to the land, granting such access and providing for reversion to this state of any interest in the property acquired with funds granted under this program if the grant recipient or subsequent owners fail to comply with the terms of the easement or covenant. Any contract shall include the following covenants and conditions:

1. Grant recipients will confine its use of the Property to conservation purposes and will permit only those activities on the Property that support the Property's conservation values generally as defined in A.R.S. § 37-311 and specifically the long-term ecological research and cultural resources found on the property.
2. Grant recipients will protect the Property's resources and public values, including but not limited to its open space, scenic beauty, protected plants, wildlife, archaeology, and multiple use values.
3. Grant recipients will conserve open space, defined as (a) land that is generally free of uses that would jeopardize the conservation and open space values of the land or (b) development that would obstruct the scenic beauty of the land.
4. Grant recipients will ensure compliance with any and all applicable statutes and laws, including A.R.S. §§ 41-841 through - 847 (concerning archaeological discoveries) and §§ 41-861 through - 866 (concerning historic preservation).
5. Grant recipients will prevent any use of or impact upon the property that will significantly impair or interfere with the conservation or open space values of the property. However, Grant recipients may alter low resource value portions of the property in the least intrusive means feasible and on the least amount of acreage possible for uses that support the Property's conservation, and, pursuant to A.R.S. § 37-312.01, Grant recipients shall grant reasonable permanent access to private lands.

For additional contract requirements, please refer to the section entitled Applicant Requirements and Assurances, on page 12 of this manual. Please be aware that Arizona State Parks reserves the right to create and sign a contract containing any provisions it deems necessary to meet the goals of the Growing Smarter Act.

## Open Space and Allowable Uses for Lands Conserved with Grant Monies

The purpose of the Growing Smarter State Trust Land Acquisition Grant Program is to fund grants from monies in the Land Conservation Fund to conserve open spaces in or near urban areas and other areas experiencing high growth pressures. In order to be eligible for grants, applicants must explain their proposed uses of lands acquired with Land Conservation Fund monies. Proposals will be considered based upon the merits of each individual grant application. Applicants can find guidance as to what types of projects will be considered eligible for grant monies from the definition of open space.

Open space is defined as land that is generally free of uses that would jeopardize the conservation values of the land or development that would obstruct the scenic beauty of the land. Conserved land remains open space if the stewards of the parcel maintain protection of both the natural and cultural assets for the long-term benefit of the land and the public and the unique resources that the area contains, such as scenic beauty, protected plants, wildlife, archaeology, passive recreation values and the absence of extensive development.

The grant recipient must consult both with ASLD and State Parks on any activities on the parcel to ensure they do not conflict with either ASLD or any State Parks contract. The Participant Agreement between State Parks and the applicant will require the applicant to abide by all conditions in the conservation easement, if applicable.

In addition, grant recipients should be aware that acquisition of a parcel of State Trust land places the recipients in the role of steward of that site. On-going maintenance and monitoring for damage to the parcel shall rest first and foremost with the grant recipient. ***As part of this monitoring, the recipient shall be required to annually complete “Self-Certification” forms that will be provided by Arizona State Parks (see the sample in Attachment D).***

### Conservation Easements

Grant recipients shall convey a conservation easement to State Parks in exchange for Growing Smarter grant monies unless the parcel is sold with a patent restriction that protects the conservation values of the parcel. Arizona State Parks and the grant recipient will cooperate to draft a conservation easement reflecting the restrictions, requirements and allowable development activities for that parcel.

At this time, State Parks has established a requirement that activities requiring major alteration of the land or possibly causing substantial environmental damage, including but not limited to constructing a golf course, will not be allowed on lands acquired with Growing Smarter grant monies. Generally, the Parks Board favors passive and low impact uses on the land. What is an allowable activity on one parcel of acquired land may not be considered an allowable activity on another as each parcel has unique attributes and circumstances.

In addition, the quantity of approved alteration or work performed on land acquired with grant monies will be limited. This restriction, which will be a part of every contract, is described as follows:

*No more than 10% of the acquired land, up to a limit of 20 acres total, may be eligible for alteration or development, and all such proposed work must be clearly explained in the application or approved at a future date.*

In no way is this language meant to supersede or replace language existing in an ASLD patent restriction, if applicable.

### **ASLD Patent Restriction**

ASLD will not place a patent restriction on the parcel requiring that it be maintained for conservation purposes. However, the Parks Board will require the applicant to convey it a conservation easement, and will require the applicant to abide by all terms of the conservation easement in the State Parks participant agreement.



## **Applicant Requirements and Assurances**

**General Compliance** – All awarded grant projects must comply with all applicable Federal laws, State statutes, regulatory requirements, and policies. The administration of all awarded grants is subject to the contents of the Administrative Guidelines for Awarded Grants published by Arizona State Parks.

**Additional Requirements Not Listed in the Application** – Due to the nature of the grant you are applying for, the contract may contain conditions or provisions required by the Arizona State Parks Board that are not included in the original proposal and to which an applicant must agree in order to receive funds.

**Limit on Matching Funds Available for Grant Awards** – Per the Arizona Constitution, Article 9, § 7, the state is prohibited from providing funds, solely for the purpose of acquiring land, in excess of the appraised value of the land. Thus, the applicant is responsible for funding any marginal increase in the sale price above the appraised value. However, some costs associated with the acquisition of a parcel of State Trust land may also be eligible for matching grant monies. Please refer to the direction provided on this subject under the section entitled “General Program Information” beginning on page 3.

**General Indemnification** – To the extent permitted by A.R.S. § 41-621 and § 35-154, the Arizona State Parks Board, its employees, attorneys, advisory board members and contractors shall be indemnified and held harmless by the applicant and all persons hired by and associated with the applicant for its vicarious liability as a result of work performed due to the filing of this application or, if applicable, as a result of enforcement or monitoring undertaken due to the conservation easement associated with the parcel.

**Records Requirement Compliance** – Under A.R.S. § 35-214 and § 35-215, the applicant shall retain, and shall contractually require each contractor and subcontractor to retain, all data and other records relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by the state at reasonable times. Upon request, the contractor shall produce a legible copy of any or all such records.

**Access to Properties Acquired by Nonprofit Applicants** – Pursuant to A.R.S. § 41-511, any State Trust land acquisition grant awarded to a nonprofit organization is conditioned on the organization providing reasonable public access to any land that is wholly or partly purchased with those grant monies.

**Access to Private Lands** – Pursuant to A.R.S. § 41-511, the owner of property that is wholly or partly acquired with money provided through the Growing Smarter State Trust Land Acquisition grant program shall not restrict or unreasonably limit access to private lands.

**Priority Right to Lease Renewal of Existing Lessees** – Pursuant to A.R.S. § 37-290, a lessee, or an applicant for renewal of a lease at the time of the notice that land has been reclassified, possesses a preferred right to lease the reclassified land. Lease renewal shall be set at the

reappraised rental thereof for a term not longer than ten years as determined by the ASLD. The preferred right to lease does not extend to a lessee who has not substantially complied with the terms of his lease, or who has not placed the land to the use prescribed in the lease during the term of the lease, or within the time prescribed in the lease, except when that action was excused for good cause by written authorization by the ASLD.

**ASLD Patent Restrictions for Conservation** – ASLD will not place a patent restriction on the parcel to preserve the conservation features. However, the Parks Board will require the applicant to convey it a conservation easement, and will require the applicant to abide by all terms of the conservation easement in the State Parks participant agreement.

**State Parks Possession of Easement and Enforcement Rights for State Trust Land**

**Acquisitions** – In order to assure that parcels acquired with grant monies will remain open spaces, the receipt of Growing Smarter grant monies shall be conditioned on the requirement that Arizona State Parks shall retain a non-possessory interest in any parcel acquired with grant monies. Such an interest would be structured to limit actions allowed upon the land or to require proactive measures to be taken by the site’s owner and steward. The goal of any such easement is to ensure the conservation of the land as open space in perpetuity. This document will serve as the basis for beginning negotiations with individual applicants on a unique conservation easement. In this case, applicants may be required to retain a title policy insuring protection of State Park’s non-possessory interest.

## Permitting Requirements

State Parks-funded grant projects may involve conducting work that requires permits and clearances from various state and federal agencies. Arizona State Parks does not determine which, if any, permits or clearances are required for specific projects nor does it review permits or clearances for accuracy or appropriateness. Applicants are encouraged to arrange pre-application meetings with appropriate federal, state, and local government agencies to determine requirements, processes, time schedules and documentation required for proposed permit applications. See references and telephone numbers on the next page.

If awarded a grant, the applicant is responsible for conducting environmental assessments (other than the Phase I assessment required by the application due date of JUNE 30, 2010) and obtaining all applicable permits and clearances.

Review the items listed below to assist you in determining if your project may require permits and/or clearances.

Will the project:

- Affect any (a) federally listed endangered or threatened species or designated critical habitat or (b) species listed as wildlife of special concern in Arizona?
- Include introduction or exportation of any species not presently or historically occurring in the receiving location?
- Affect any recognized state natural area, prime or unique ecosystem or geologic feature, or other ecologically critical area?
- Involve habitat alteration or land-use changes such as planting, burning, removal of native vegetation, clearing, grazing, water manipulation, or modification of public use?
- Involve any new or modified construction or development in floodplains or wetlands?
- Require ground or surface water through contract of acquisition for a long-term project viability?
- Include use of any chemical toxicants?
- Result in any discharge that will conflict with Federal (or State) air or water quality regulations?
- Require substantial consumption of energy to complete or maintain the project (heavy equipment, large vessels, etc.) or result in increased energy consumption by the public (new public-use areas, etc.)?
- Affect any archaeological, historical or cultural site or alter the aesthetics of the subject area?

- Impact on designated wild or scenic river, wilderness area, national trail, or other protective national or state designation (i.e., Unique Waters, Area of Critical Environmental Concern, National Conservation Area, etc.)?
- Have any substantive environmental impacts not addressed above, or result in cumulative impacts that separately do not require assessment but together must be considered substantial?

## **References and Telephone Numbers**

### REFERENCES

1. Section 7, Endangered Species Act of 1973, as amended
2. Arizona Game and Fish Department Wildlife of Special Concern List
3. Executive Order 11987, Exotic Organisms; and 50 CFR 92
4. Executive Order 11988, Flood Plain Management
5. Executive Order 11990, Protection of Wetlands
6. Administration of Clean Air Act of 1970 (P.L. 91-604) and Federal Water Pollution Control Act (P.L. 92-500), Executive Order 11738; and Clean Water Act Amendments of 1977 (P.L.95-217)
7. Executive Order 11593, Protection and Enhancement of the Cultural Environment (P.L. 93-291), Archaeological and Historic Preservation Act, 5-244-74; and CEQ Guidelines, Federal Register 43(230), 11-29-78, § 1508.8
8. Wild and Scenic Rivers Act (P.L. 90-542)
9. Wilderness Act (P.L. 88-577)
10. National Trails Act (P.L. 90-543)
11. National Environmental Policy Act (NEPA), 1969; CEQ guidelines, Federal Register 43(230), 11-29-78, §§ 1507.3 and 1508.4; Federal Register 44(112), 6-8-79, pp. 33160-33162
12. Arizona Native Plants, A.R.S. § 3-901 to § 3-934

### TELEPHONE NUMBERS

|   |                                  |
|---|----------------------------------|
| U.S. Army Corps of Engineers                            | (602) 640-5385                   |
| Arizona Game and Fish Department                        | (602) 942-3000                   |
| Arizona Department of Environmental Quality             | (602) 771-2300 or (800) 234-5677 |
| Arizona Department of Water Resources                   | (602) 771-8500 or (800) 352-8488 |
| State Historic Preservation Office, Arizona State Parks | (602) 542-4009                   |
| U.S. Fish and Wildlife Service                          | (602) 242-0210                   |

# Grant Application Requirements for All Applicants

All applicants must provide the following information and documentation to be considered eligible to compete for grants. Please clearly label each item within your application. Forms in this manual may be reproduced.

**All documents requiring the applicant's signature must be signed by the agent authorized in the resolution to execute and submit documents on behalf of the applying entity. The authorized agent must submit a written list if any other persons will be signing and submitting documents during the period of the project.**

**One complete application and four copies of the narrative, any supporting documentation, and the executive summary of the environmental assessment must be received by Arizona State Parks by 5:00 p.m. on JUNE 30, 2010 in order to be considered for grant awards using State Fiscal Year 2010 revenues.**

1. **Reclassification:** Provide the written order signed by the ASLD Commissioner confirming that this parcel has been reclassified as suitable for conservation purposes.

If the signed reclassification order is not included in the application, the application is **ineligible**.

2. **Sale/Lease Application:** Provide a copy of the date-stamped sale or lease application submitted to the ASLD identifying the entire parcel size listed in the grant application. In order for the ASLD to complete the sale or lease process in time to meet the grant application deadlines, applicants are required to submit an application to purchase or lease to ASLD by **September 1, 2009**.

The Parks Board *may* waive the September 1, 2009 deadline if a letter from ASLD is included confirming that all documents supplied by ASLD will be completed by the grant application deadlines. Documents and deadlines that must be listed in the ASLD-issued letter include the legal description and land survey, coordination plan (if required), the cultural resources survey, and the ASLD-prepared map of the parcel, which are all due to State Parks by JUNE 30, 2010 with the grant application. The final appraisal and appraisal review, as approved by the Board of Appeals and signed by the Land Commissioner, are required by State Parks by July 9, 2010. The letter from ASLD ***must*** be included in the grant application in order for the waiver to be considered. **Please note that regardless of an ASLD-issued letter, timely submission of these documents to State Parks remains the responsibility of the applicant.**

If the date-stamped application for purchase or an ASLD-issued letter is not included in the application, the application is **ineligible**.

3. **Agreed upon Conditions of Acquisition:** Explain any required ASLD covenants, patent restrictions or lease conditions. If no conditions are required at the time of the grant

application deadline, a separate page **must** be included in the application stating that no conditions are required.

4. **Legal Description and Map:** Provide legal description to include the township, range, and acreage. Also Provide a Geographic Information System (GIS) map and photo of specified area and surrounding property. A GIS map may be available from ASLD.
5. **Land Survey:** Provide a copy of the land survey performed by the applicant.
6. **Appraisal and Appraisal Review:** Provide a copy of the final appraisal and appraisal review, contracted by ASLD and signed by the Land Commissioner. The appraisal must be prepared by a State-licensed certified appraiser in accordance with the Uniform Standards of Professional Appraisal Practice not more than six months prior to the parcel auction date. The appraisal must be in the “Complete and Self-Contained” format and include a legal description and land survey. The final appraisal and review may be submitted after the grant application due date, **but will not be accepted after 5:00 p.m. on July 9, 2010. Please note in your application if your appraisal and appraisal review will be received after JUNE 30, 2010. As with other application materials, faxed copies of appraisals will not be accepted.**  
If the final appraisal and review is not received by State Parks by 5:00 p.m. on July 9, 2010 the application will be deemed **ineligible**.
7. **Title Inquiry:** Provide an ASLD-issued “land title inquiry” and a “current land inquiry”. These reports can be obtained by contacting the Public Counter at the ASLD.
8. **Proposed Uses:** List the proposed uses of the parcel, the facilities or developments planned to accommodate the uses, and the planned management to protect the open space values, incorporating any existing uses. Explain if or how there will be public access to the property. This information will be used to draft any covenants, contracts, and easements that will run with the title. Proposed uses must conform to the definition of open space (see page 8). *Please note: Growing Smarter State Trust Land Acquisition grant monies are available only for acquisition and acquisition-related costs. Grant monies may not be used for any development on the acquired land.*
9. **Coordination Plan:** Provide a copy of the Coordination Plan the applicant and the ASLD agreed upon, if a Coordination Plan was required by ASLD. If a coordination plan is not required at the time of the grant application deadline, a separate page **must** be provided in the application stating that a coordination plan is not required.
10. **Applicant Certification Form:** Provide a completed FY 2010 Growing Smarter State Trust Land Acquisition Application Certification Form. The instructions and form begin on page 21.

If the individual authorized by the Resolution did not sign all forms in the grant application, the application is **ineligible**.

11. **Information Sheet for SHPO Review:** Provide a completed Information Sheet for SHPO Review on page 24.
12. **Arizona Historic Property Inventory Form:** If applicable, provide a completed copy of the Historic Property Inventory Form provided on page 26. If not applicable, provide a separate page stating this requirement is not applicable.
13. **SHPO Review:** Provide copies of all State Historic Preservation Office's letters to the ASLD at the time of ASLD reclassification or at the time of the application for sale or lease.
14. **ASLD Cultural Resources Survey Letter:** Provide a copy of the ASLD letter to the applicant regarding the results of the cultural resources survey.
15. **Phase I Environmental Site Assessment:** Provide a completed environmental site assessment of the parcel that conforms with the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The Executive Summary must include, but not be limited to, landfill identification, unacceptable levels of any substance, and potential dangers to the public. Also, if a riparian area exists on the parcel, it should also be noted in the Executive Summary. *Based upon the findings of the Phase I assessment, further environmental site assessments may be required by Arizona State Parks and may effect funding recommendations.*

If the Phase I Environmental Assessment is not included in the application, the application will be deemed **ineligible**.

16. **Applicant Resolution:** Provide a resolution, signed by an individual who has the authority to enter into agreements and commit funds, which authorizes the application and certifies that the applicant has the matching funds. A sample of an acceptable resolution is provided on page 28. If the applicant cannot include a signed resolution by JUNE 30, 2010, a draft must be included in the application documents with a letter stating when it will be submitted. It must be submitted to ASP no later than **July 9, 2010**.

If a draft Resolution is not included in the application, the application is **ineligible**. If the signed Resolution is not submitted by the JULY 30, 2010 deadline, the application will be deemed **ineligible**.

17. **Letter Certifying Source and Amount of Matching Funds:** After the appraised value is finalized by ASLD, but no later than **July 9, 2010**, a letter must be submitted to ASP certifying the amount and source of matching funds. The estimated total associated costs should also be included in the amount. The person authorized in the application resolution must sign the letter.

If the letter certifying source and amount of matching funds is not received at State Parks by 5:00 p.m. on July 9, 2010, the application is **ineligible**.

**18. Project Narrative:** Provide the **original and FOUR COPIES** of written responses to the rating criteria (see pages 32-38) and all supporting documentation. The narrative questions should be answered on separate sheets of paper using a word processor, single spacing, and a font in 12-point size or greater. Responses should begin by restating the question or requirement being addressed.

**19. Non-Profit Applicant Requirements:** Non-profit applicants must also supply all documentation listed on page 20.

## **Additional Eligibility Requirements for All Nonprofit Applicants**

All private nonprofit applicants must submit the following certification statement and attachments: *(NOTE: Eligibility requirements from applications provided in previous years for other grant programs are superseded by these attachments. If you have applied for other funding sources during a previous year, you must still submit these documents to be deemed eligible.)*

1. Certification Statement, as provided beginning on page 30, signed by an officer of the nonprofit organization and a notary public
2. Financial statements, as provided by A.R.S. § 10-11620, for the past three most recently completed years of operation
3. The information requested in item #2 above accompanied by an audit review statement of the most recent year, prepared and signed by a Certified Public Accountant
4. Internal Revenue Service (IRS) determination letter evidencing tax exempt status
5. Most recent annual report to the Arizona Corporation Commission (ACC) per A.R.S. §10-11622, including the Certificate of Disclosure as described in A.R.S. § 10-3202, and the last two annual reports submitted to the ACC, if possible
6. An ACC certificate of good standing
7. Information that explains the organization's method of governance, such as bylaws, a description of the process for electing officers, the duties and powers of the person affixing a signature to the resolution, etc. Include documentation indicating which entity will take over fiduciary responsibility of conservation lands in the event the non-profit goes out of business.
8. Assurance and proof that the nonprofit organization "has the purpose of preserving open space"

# Growing Smarter State Trust Land Acquisition Applicant Certification Form Instructions

Please complete the Growing Smarter State Trust Land Acquisition Application Certification Form (page 22) using the instructions provided below. This information must be typewritten.

1. **Applicant.** Enter the name of the eligible applicant.
2. **Applicant Address.** Enter the mailing address of the applicant.
3. **Applicant Contact.** Enter the name, title, telephone and fax numbers, and email of the individual who will administer the project.
4. **Applicant Type.** Check the appropriate category.
5. **Acreage and Acquisition Type.** Enter the total acreage of the subject parcel and state the method of acquisition (either purchase, purchase of development rights, or lease) and the duration of the conveyance if the acquisition is a lease.
6. **U.S. Congressional District.** Enter the current number of the district in which the project site is located. Contact your County Recorder for this information.
7. **State Legislative District.** Enter the current number of the district in which the project site is located. Contact your County Recorder for this information.
8. **County.** Enter the name of the County in which the project site is located.
9. **Brief Description of the Property.** In three or four sentences, describe the property and its defining characteristics.
10. **Project Funding.**
  - Estimated Grant Request - Enter the estimated amount of your grant request, including estimated associated costs.
  - Estimated Match Amount - Enter the estimated amount for which the applicant will be responsible.
  - Estimated Total Project Cost - Enter the estimated total project cost which equals the grant request plus the match amount.
11. **Certification & Authorized Signature.** The application certification form must be signed and dated by the individual authorized in the applicant resolution to act on behalf of the applicant in conducting all official business related to the project. Please type the signer's name and title below the signature.



# FY 2010 Growing Smarter State Trust Land Acquisition Application Certification Form

## Participant Information

|   |
|---|
| 1. Applicant Name   |
| 2. Applicant Address  |
| 3. Applicant Contact:<br>Name<br>Title<br>Telephone<br>Email<br>Fax |

## Project Information

4. Applicant Type

|   |   |
|---|---|
| <input type="checkbox"/> Board of Supervisors of any county         | <input type="checkbox"/> Governing Body of a school district  |
| <input type="checkbox"/> Governing Body of a city or town           | <input type="checkbox"/> Governing Body of a special district |
| <input type="checkbox"/> Governing Body of a nonprofit organization | Name of special district: _____                               |
| <input type="checkbox"/> State Agency                               | _____   |

|                                 |                             |                              |           |
|---------------------------------|-----------------------------|------------------------------|-----------|
| 5. Acreage and Acquisition Type | 6. Congressional District # | 7. AZ Legislative District # | 8. County |
|---------------------------------|-----------------------------|------------------------------|-----------|

|                                  |
|----------------------------------|
| 9. Brief Description of Property |
|----------------------------------|

10. Estimated Project Funding Amount

|                                 |                         |                                     |
|---------------------------------|-------------------------|-------------------------------------|
| Estimated Grant Request (____%) | Estimated Match (____%) | Estimated Total Project Cost (100%) |
| \$ _____                        | \$ _____                | \$ _____                            |

11. **Certification** (This form must be signed for the application to be considered complete.)  
*I hereby certify that the information in this application is true and correct to the best of my knowledge.*

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_



## INFORMATION SHEET FOR STATE HISTORIC PRESERVATION OFFICE REVIEW

The State Historic Preservation Office (SHPO) must review each grant application recommended for funding in order to determine the effect, if any, a proposed project may have on archaeological or cultural resources. To assist the SHPO in this review, the applicant is required to submit the following information with each application for funding assistance:

1. A completed copy of this form, and
2. Any maps relative to this project (7.5' USGS maps are preferred), and
3. A copy of the cultural resources survey report if a survey of the property has been conducted, and
4. A copy of any comments of the land managing agency/landowner (i.e., state, federal, county, municipal) on potential impacts of the project on historic properties. NOTE: If a federal agency is involved, the agency must consult with SHPO pursuant to the National Historic Preservation Act (NHPA); a state agency must consult with SHPO pursuant to the State Historic Preservation Act (SHPA), **OR**
5. A copy of SHPO comments if the survey report has already been reviewed by SHPO.

Grant Program: \_\_\_\_\_ Project Title: \_\_\_\_\_

---

Applicant Name and Address: \_\_\_\_\_

---

Current Land Owner/Manager(s): \_\_\_\_\_

Project Location -- including Township, Range and Section: \_\_\_\_\_

---

**Please answer the following:**

1. Total project area in acres (or total miles if trail): \_\_\_\_\_
2. Does the proposed project have the potential to disturb the surface and/or subsurface of the ground? \_\_\_\_\_ YES \_\_\_\_\_ NO
3. Please provide a brief description of the proposed project and specifically identify any surface or subsurface impacts that are expected. Attach extra sheets if more space is needed. \_\_\_\_\_

---

4. Describe the condition of the current ground surface within the entire project boundary area (for example, is the ground in a natural undisturbed condition, or has it been bladed, paved, graded, etc.). Estimate horizontal and vertical extent of existing disturbance. Attach extra sheets if more space is needed. Attach photos of

project area to document condition.

- 
- 
5. Are there any known prehistoric and/or historic archaeological sites in or near the project area?
6. Has the project area been previously surveyed for cultural resources by a qualified archaeologist? \_\_\_\_\_YES \_\_\_\_\_NO \_\_\_\_\_ UNKNOWN

**If yes, please submit a copy of the survey report. Please attach any comments on the survey report made by the land managing agency and/or SHPO.**

7. Are there any buildings or structures (including mines, bridges, dams, canals, etc.) which are 50 years or older in or adjacent to the project area? \_\_\_\_\_YES \_\_\_\_\_NO

**If YES, complete an Arizona Historic Property Inventory Form for each building or structure, attach it to this form, and submit it with your application.**

8. Is your project area within or near a historic district? \_\_\_\_\_YES \_\_\_\_\_NO

**If YES, name of district \_\_\_\_\_**

**Please sign on the line below certifying all information provided for this application is accurate, to the best of your knowledge.**

\_\_\_\_\_/\_\_\_\_\_  
Applicant Signature /Date Applicant Printed Name  
Phone Number \_\_\_\_\_

| FOR SHPO USE ONLY   |      |
|---|------|
| SHPO Recommendation:  |      |
| ____ Funding this project should not affect historic properties                 |      |
| ____ Survey necessary – further ASP-Grants/SHPO consultation required           |      |
| ____ Cultural resources present – further ASP-Grants/SHPO consultation required |      |
| SHPO Comments:  |      |
| For State Historic Preservation Office  | Date |

**STATE OF ARIZONA**

**HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property.

PROPERTY IDENTIFICATION

For Properties identified through survey: Site No. \_\_\_\_\_ Survey Area \_\_\_\_\_  
Historic Name(s) \_\_\_\_\_

(Enter the name(s), if any, that best reflects the property's historic importance.)

Address \_\_\_\_\_

City or Town \_\_\_\_\_  vicinity County \_\_\_\_\_ Tax Parcel No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ Quarters \_\_\_\_\_ Acreage \_\_\_\_\_

Block \_\_\_\_\_ Lot(s) \_\_\_\_\_ Plat (Addition) \_\_\_\_\_ Year of plat (addition) \_\_\_\_\_

UTM reference: Zone \_\_\_\_\_ Easting \_\_\_\_\_ Northing \_\_\_\_\_

USGS 7.5' quadrangle map: \_\_\_\_\_

ARCHITECT \_\_\_\_\_  not determined  known Source \_\_\_\_\_

BUILDER \_\_\_\_\_  not determined  known Source \_\_\_\_\_

CONSTRUCTION DATE \_\_\_\_\_  known  estimated Source \_\_\_\_\_

STRUCTURAL CONDITION

Good (well maintained; no serious problems apparent)

Fair (some problems apparent) Describe: \_\_\_\_\_

Poor (major problems; imminent threat) Describe: \_\_\_\_\_

Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time beginning with the original use.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sources \_\_\_\_\_

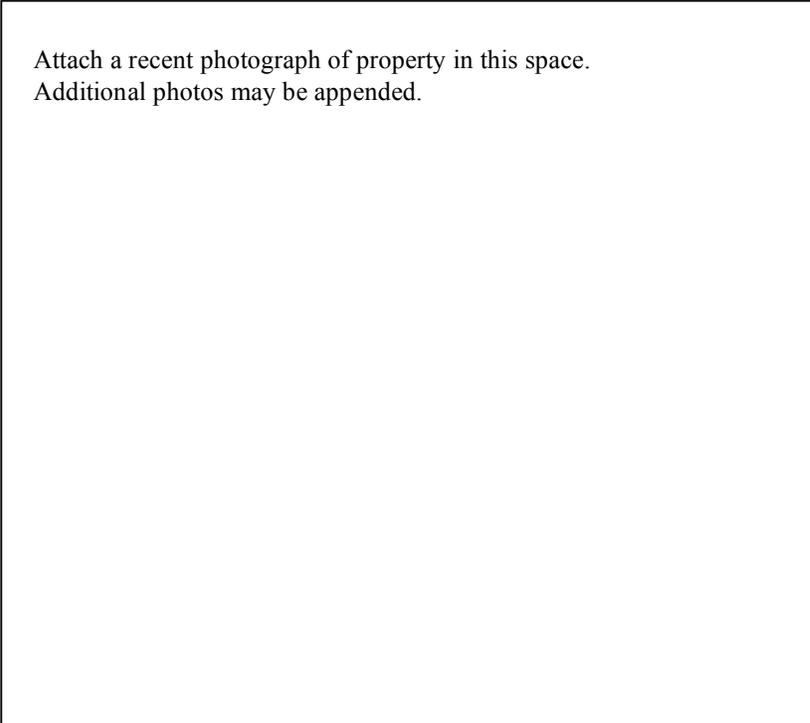
PHOTO INFORMATION

Date of photo \_\_\_\_\_

View Direction (looking towards)

\_\_\_\_\_

Negative No. \_\_\_\_\_



**SIGNIFICANCE**

To be eligible for the National Register, a property must represent an important part of the history or architecture of an area. The significance of a property is evaluated within its historic context, which are those patterns, themes, or trends in history by which a property occurred or gained importance. Describe the historic and architectural contexts of the property that may make it worthy of preservation.

A. HISTORIC EVENTS/TRENDS. Describe any historic events/trends associated with the property \_\_\_\_\_

B. PERSONS. List and describe persons with an important association with the building \_\_\_\_\_

C. ARCHITECTURE. Style \_\_\_\_\_  no style

Stories \_\_\_\_\_ . Basement \_\_\_\_\_ Roof form \_\_\_\_\_

Describe other character-defining features of its massing, size, and scale \_\_\_\_\_

**INTEGRITY**

To be eligible for the National Register, a property must have integrity, i.e., it must be able to visually convey its importance. The outline below lists some important aspects of integrity. Fill in the blanks with as detailed a description of the property as possible.

LOCATION  Original site  Moved: date \_\_\_\_\_ original site \_\_\_\_\_

DESIGN. Describe alterations from the original design, including dates \_\_\_\_\_

MATERIALS. Describe the materials used in the following elements of the property.

Walls (structure) \_\_\_\_\_ Walls (sheathing) \_\_\_\_\_

Windows \_\_\_\_\_

Roof \_\_\_\_\_ Foundation \_\_\_\_\_

SETTING. Describe the natural and/or built environment around the property \_\_\_\_\_

How has the environment changed since the property was constructed? \_\_\_\_\_

WORKMANSHIP. Describe the distinctive elements, if any, of craftsmanship or method of construction \_\_\_\_\_

**NATIONAL REGISTER STATUS (if listed, check the appropriate box)**

Individually Listed  Contributor  Non-contributor to \_\_\_\_\_ Historic District

Date Listed \_\_\_\_\_  Determined eligible by Keeper of National Register (date \_\_\_\_\_)

**RECOMMENDATIONS ON NATIONAL REGISTER ELIGIBILITY (opinion of SHPO staff or survey consultant)**

Property  is  is not eligible individually.

Property  is  is not eligible as a contributor to a listed or potential historic district.

More information needed to evaluate.

If not considered eligible, state reason: \_\_\_\_\_

## **Applicant Resolution**

To be eligible for funding consideration, the applicant must include a resolution certifying authority to apply for a Growing Smarter State Trust Land Acquisition grant. A sample resolution follows. At a minimum, applicants must incorporate items 1 through 5 below in a resolution signed by the appropriate official authorized to commit funds.

*NOTE: If the applicant cannot secure a signed resolution by the time of application, a letter explaining the circumstances must be submitted along with an unsigned resolution. Under no circumstance will a resolution be accepted in the Phoenix office later than 5:00 p.m. on JULY 30, 2010. Please note in your original application if the resolution will be arriving at the Phoenix office after the JUNE 30, 2010 due date for other application materials.*

### **SAMPLE RESOLUTION**

Resolution No.

RESOLUTION OF THE \_\_\_\_\_  
(Applicant Name)

APPROVING THE APPLICATION FOR GROWING SMARTER STATE TRUST LAND  
ACQUISITION GRANT FUNDS

\_\_\_\_\_  
(Name of Project)

WHEREAS, the Legislature under A. R. S. §41-511 has authorized the establishment of the Growing Smarter State Trust Land Acquisition Grant Program providing funds to the State of Arizona and other eligible applicants for the purpose of conserving open spaces in or near urban areas and other areas experiencing high growth pressures; and

WHEREAS, Arizona State Parks Board (BOARD) is responsible for the administration of the program within the State, setting up necessary rules and procedures governing application by local agencies under the program; and

WHEREAS, said adopted procedures established by the BOARD require the applicant to certify by resolution the approval of applications, signature authorization, the availability of local matching funds, and authorization to sign a Participant Agreement with the BOARD prior to submission of said applications to the BOARD; and

NOW, THEREFORE, BE IT RESOLVED THAT (Applicant's Governing Body) hereby:

1. Approves the filing of an application for FY 2010 Growing Smarter State Trust Land Acquisition grant assistance, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of \_\_\_\_\_ (Applicant's Governing Body) \_\_\_\_\_ as they relate to the application; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the BOARD as a part of the application process; and
4. Certifies that \_\_\_\_\_ (Applicant) \_\_\_\_\_ will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and
5. Certifies that \_\_\_\_\_ (Applicant) \_\_\_\_\_ will provide matching funds of at least 50% of the project costs; and
6. Appoints the \_\_\_\_\_ (Title - can be more than one person) as agent of \_\_\_\_\_ (Applicant's Governing Body) \_\_\_\_\_ to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

I, the undersigned, \_\_\_\_\_, being the duly appointed and qualified (Office Held) \_\_\_\_\_ of \_\_\_\_\_ (Applicant) \_\_\_\_\_, certify that the foregoing Resolution No. \_\_\_\_\_ is a true, correct and accurate copy of Resolution No. \_\_\_\_\_ Passed and adopted at a regular meeting of \_\_\_\_\_ (Applicant) \_\_\_\_\_, held on (month) \_\_\_\_\_, (day) \_\_\_\_\_, (year) \_\_\_\_\_ at which a quorum was present and voted in favor of said (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_ Resolution.

---

Signed by: \_\_\_\_\_ Date \_\_\_\_\_

Approved As To Form:

---

Attorney: \_\_\_\_\_ Date \_\_\_\_\_





# Summary of Growing Smarter State Trust Land Acquisition Application Rating Criteria

|   | <u>Points</u> |
|---|---------------|
| <b>I. Ecological Values</b>                 |               |
| A. Riparian area                            | 8             |
| B. Wildlife                                 |               |
| 1. Threatened and Endangered Species        | 3             |
| 2. Sensitive Species                        | 3             |
| 3. Critical Pathway for Migratory Species   | 3             |
| <b>Subtotal</b>                             | <b>17</b>     |
| <br><b>II. Conservation Values</b>          |               |
| A. Scenic and/or Geological Features        | 3             |
| B. Parcel Size                              | 8             |
| C. Archaeological or Historic Site          | 3             |
| D. Urgency                                  | 3             |
| <b>Subtotal</b>                             | <b>17</b>     |
| <br><b>III. Planning and Public Support</b> |               |
| A. Planning                                 |               |
| 1. Local and Regional Plans                 | 3             |
| 2. Benefit to Local Community               | 3             |
| B. Public and Community Support             |               |
| 1. Community Support                        | 5             |
| 2. Partnerships                             | 3             |
| <b>Subtotal</b>                             | <b>14</b>     |
| <br><b>IV. Acquisition Type</b>             | <b>2</b>      |
| <b>Subtotal</b>                             | <b>2</b>      |
| <br><b>TOTAL POINTS POSSIBLE</b>            | <br><b>50</b> |

## Rating Criteria

*Please repeat each question prior to stating your response. This will not be considered as part of any limit on the length of your response.* Briefly answer each question below and provide supporting documentation, including photographs where applicable. Photos must be in color and captioned with the date taken, the location taken and the direction viewed. One photo must be an 8" x 10" image which best captures the values of the property; all other photos requested below must be 4" x 6." The location and direction the photographer was facing when taking each photo must be marked on a map (preferably a GIS-map from ASLD) provided by the applicant. *Points will be awarded based on written responses, documentation and visual materials provided by the applicant.*

### I. Ecological Values

*Total of 17 points possible for this section*

#### A. Riparian areas

0, 4, or 8 points

Does the parcel contain a riparian area or is the parcel adjacent to a **preserved** area containing a riparian area? Clearly state whether the riparian area is **on or adjacent to** the parcel and describe the riparian area in terms of vegetation type.

If the parcel contains a riparian area, provide panoramic and close-up photos of riparian area and vegetation, and a 7.5' USGS map **clearly highlighting the location of the riparian area on the parcel** to be purchased. If the parcel is adjacent to a preserved area containing a riparian area, provide panoramic and close-up photos of the riparian area and vegetation, a 7.5' USGS map **clearly highlighting the location of the riparian area with respect to the parcel** to be acquired, and explain and document the preservation status of the adjacent parcel, e.g. conservation easement.

A **riparian area** is defined by the distinct vegetation supported by an ephemeral, intermittent, or perennial water source with marked differences of vegetation from surrounding vegetation. For instance, sagebrush and cacti may exist on the slope while ironwood trees line the riparian area. The most common types of the riparian vegetation species for Arizona are listed in Appendix E.

An **adjacent parcel** is one that is connected to the parcel to be acquired, and is not separated by any non-natural structures or barriers that interfere with the passage of wildlife or humans. If a non-natural structure divides the parcels, explain why this barrier will not prevent the passage of wildlife or humans. **NOTE:** Lands will only be considered preserved if they are being preserved for **at least** 50 years from the grant application due date of JUNE 30, 2010.

*8 points will be awarded if the parcel contains a riparian area that is described, and documented with photos, or 4 points will be awarded to the parcel if an adjacent preserved parcel contains a riparian area and the riparian area is described, documented with photos and a map, and documentation of the preservation status is included. **NOTE:***

*If riparian vegetation listed in an application is not found in Appendix F, ASP will award points based on consultation with the Arizona Game and Fish Department.*

## **B. Wildlife**

1. Threatened and Endangered Species **0 or 3 points**  
Does this parcel provide habitat for any Threatened or Endangered (T&E) species as documented by the Arizona Game and Fish Department? To determine whether the parcel provides habitat for T&E species, contact the Project Evaluation Program Supervisor at Arizona Game and Fish at 623-236-7602 and provide a legal description.

Include a copy of a letter and/or list issued by the Arizona Game and Fish Department (AG&F) of Threatened and Endangered species within the project area. The AG&F now provides this information through an interactive Environmental Review on-line tool (Tool). The Tool is an interactive web-based application that provides customers with the opportunity to submit land and water projects on-line by following a few simple steps (refer to the Tool application homepage for instructions and help pages) <http://www.azgfd.gov/hgis/>. Only sightings listed in the database maintained by the Arizona Game and Fish Department will be acceptable evidence.

Under the Endangered Species Act of 1973, "the term '**endangered species**' means any species which is in danger of extinction throughout all or a significant portion of its range..." According to the same act, "a '**threatened species**' means any species which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range."

*3 points will be awarded if the application includes a letter from the Arizona Game and Fish Department and/or a project receipt issued through the Environmental Review on-line Tool, confirming a sighting of any Threatened and Endangered Species for the parcel in the application.*

2. Sensitive Species **0 or 3 points**

Does this parcel provide habitat for any Sensitive Species as documented by the Arizona Game and Fish Department? To determine whether the parcel provides habitat for Sensitive species, contact the Project Evaluation Program Supervisor at Arizona Game and Fish at 623-236-7602 and provide a legal description.

Include a copy of a letter and/or list issued by the AG&F of sensitive species that have been sighted in the vicinity. The AG&F now provides this information through an interactive Environmental Review on-line tool (Tool). The Tool is an interactive web-based application that provides customers with the opportunity to submit land and water projects on-line by following a few simple steps (refer to the Tool application homepage for instructions and help pages) <http://www.azgfd.gov/hgis/>. Only sightings listed in the database maintained by the Arizona Game and Fish Department will be acceptable evidence.

According to the USDA Forest Service, “**sensitive species** is defined as any species of...animal that has been recognized by the Regional Forester to need special management in order to prevent them from becoming threatened or endangered.”

*3 points will be awarded if the application includes a letter from the Arizona Game and Fish Department and/or a project receipt issued through the Environmental Review on-line Tool, confirming a sighting of any Sensitive Species for the parcel in the application.*

3. Critical pathway for migratory species **0 or 3 points**

Does this parcel provide habitat for any migratory wildlife species as documented by the Arizona Game and Fish Department? To determine whether the parcel provides habitat for migratory species, contact Arizona Game and Fish at 623-236-7602 and provide a legal description.

Include a copy of the letter issued by the Arizona Game and Fish Department with the list of migratory species. Only sightings listed in the database maintained by the Arizona Game and Fish Department will be acceptable evidence.

*3 points will be awarded if the application includes a letter from the Arizona Game and Fish Department confirming a sighting of any migratory species for the parcel in the application.*

## II. Conservation Values

*Total of 17 points possible for this section*

### A. Scenic Value and Geological Features 0 to 3 points

Does the parcel have **scenic and/or geological features** such as mountains, steep slopes, rock outcroppings, diverse or abundant vegetation, caves, faults, volcanoes, lava tubes, etc. Please describe and provide photos.

*1 point per feature will be awarded, with a maximum of 3 points, if the features are described and photos are provided.*

### B. Parcel Size 0, 2, 4, 6 or 8 points

What is the size of the parcel included in the application? Parcel size should include the subject parcel and any adjacent preserved lands.

- |                         |          |
|-------------------------|----------|
| 1. More Than 750 acres  | 8 points |
| 2. 501 to 750 Acres     | 6 points |
| 3. 251 to 500 Acres     | 4 points |
| 4. 100 to 250 Acres     | 2 points |
| 5. Fewer Than 100 Acres | 0 points |

In order to receive points for adjacent **preserved** land, explain and document how the adjacent land is being preserved, e.g. conservation easement. Include a 7.5' USGS map evidencing the preserve is connected to the parcel to be acquired and documentation of the number of preserved acres. **NOTE:** Lands will only be considered preserved if they are being preserved for **at least** 50 years from the grant application due date of JUNE 30, 2010.

An **adjacent parcel** is one that is connected to the parcel to be acquired, and is not separated by any non-natural structures or barriers that interfere with the passage of wildlife and/or humans. If a non-natural structure divides the parcels, please explain why this barrier will not prevent the passage of wildlife and/or humans.

*Points will be awarded based on the above point schedule. An application will receive credit for adjacent preserve land if a description and documentation of the preserve status and number of acres is included along with a USGS map evidencing the adjacency. If any of the required documentation is not included, points will be awarded based on the acreage listed in the application for purchase only.*

### C. Archaeological/ Historic Sites 0 or 3 points

Does the parcel have an **archaeological or historic site(s)** that is eligible for or on the State or National Register of Historic Places? Provide a letter from the State Historic Preservation Office (SHPO) confirming status.

*3 points will be awarded if a letter issued by SHPO confirms eligibility of at least one site.*

**D. Urgency**

**0 to 3 points**

Because reclassification status is temporary, urgency is defined as the number of years since the reclassification status was granted. The dates used to determine the number of years that have passed since the reclassification status was granted are the date the Land Commissioner signed the order and the grant application deadline (JUNE 30, 2010). The date on the reclassification order submitted by the applicant for this grant proposal will be used to score this question.

*Points will be awarded based on the amount of time that has passed since the parcel was originally reclassified, as follows:*

|   |          |
|---|----------|
| 6+ years since reclassification order signed      | 3 points |
| 4+ to 6 years since reclassification order signed | 2 points |
| 2+ to 4 years since reclassification order signed | 1 point  |
| 0 to 2 years since reclassification order signed  | 0 points |

**III. Planning and Public Support**

*Total of 14 points possible for this section*

Briefly answer each question below. Limit response to 1 page per question.

**A. Planning**

**1. Local and Regional Plans**

**0 to 3 points**

How does this parcel meet the needs and/or goals identified in the **adopted local and regional plans** and policies? Provide copies of the relevant pages of the approved local or regional plan, or the organization’s charter and strategic plan, which describe the community’s open space needs or goals. If available, identify this specific parcel for open space protection.

Evidence of meeting the adopted local and regional plans may include:

- an adopted comprehensive local plan or recreation master plan which includes the proposed parcel
- regional or statewide plans (i.e., State or regional trail plans) in support of the proposed project
- minutes from meeting identifying the parcel as fitting into the organization’s mission

*Up to 3 points may be awarded based on the description and documentation of the planning effort.*

**2. Benefit to Local Community**

**0 to 3 points**

Please describe how preservation of **this specific parcel** will provide recreational, educational, and economic benefits to the local community. Please note this question refers to **local** benefits and not state benefits.

*1 point will be awarded for a description of a local recreational benefit, 1 point for a description of a local educational benefit, and 1 point for a description of a local economic benefit.*

**B. Public and Community Support**

**1. Community Support** **0 to 5 points**

Describe and provide evidence of public and community support for protecting this specific parcel. Evidence of support might include newspaper articles, minutes of meetings, signed petitions, donations, approved bonds for open space protection, or formation of volunteer or advocacy groups to preserve open space on this specific parcel.

*Up to 5 points will be awarded based on the description and documentation of community support.*

**2. Partnerships** **0 to 3 points**

Please describe the parameters of any partnerships created for the purpose of acquiring this parcel. Provide copies of agreements, contracts, or letters from the partnering entity illustrating the partnership.

*Up to 3 points will be awarded based on the description and documentation of partnerships.*

**IV. Acquisition Type** **0, 1 or 2 points**

Have you applied to:

- Purchase the parcel (2 point)
- Purchase the development rights (1 point)
- Lease the parcel (0 points)

**TOTAL POINTS POSSIBLE** **50 POINTS**

# Attachment A

## Arizona State Parks 1300 W. Washington, Phoenix Arizona 85007 GRANT PARTICIPANT AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and \_\_\_\_\_ (PARTICIPANT) and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

|   |               |                                   |  |   |                     |
|---|---------------|-----------------------------------|--|---|---------------------|
| PROJECT TITLE:  |               |                                   | PROJECT NUMBER:  |   |                     |
| THIRD PARTY PARTICIPANT'S NAME:   |               |                                   | FY OF REVENUE:   |   |                     |
| PROJECT PERIOD:   |               |                                   |  |   |                     |
| GRANT PROGRAM:  | GRANT AMOUNT: | %                                 | PARTICIPANT MATCH:   | % | TOTAL PROJECT COST: |
| APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A   |               |                                   |  |   |                     |
| PRESERVATION SPECIAL CONDITIONS: Attachment B   |               |                                   |  |   |                     |
| Preservation Agreement  |               | [ ] (does not apply to RTP, LWCF, |  |   |                     |
| Preservation Covenant   |               | [ ] LRSP, TRAILS, OHV, LEBSF      |  |   |                     |
| Special Conditions/3 <sup>rd</sup> Party  |               | [ ] and GSLA.)                    |  |   |                     |
| AUTHORITIES TO ENTER INTO THIS AGREEMENT:<br>(statute, resolution, minutes, etc.)                                   |               |                                   |  |   |                     |
| STATUTE: A.R.S. §   |               |                                   | RESOLUTION:  |   |                     |
| AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD:   |               |                                   |  |   |                     |
| _____   |               |                                   | _____  |   |                     |
| Signature   |               |                                   | Date   |   |                     |
| ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW. |               |                                   | PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT. |   |                     |
| _____<br>Participant's Signature  |               |                                   | _____<br>Applicant's Signature   |   |                     |
| _____<br>Name (Typed)   |               |                                   | _____<br>Name (Typed)  |   |                     |
| _____<br>Title  |               | _____<br>Date                     | _____<br>Title   |   | _____<br>Date       |

General Provisions and Special Conditions are attached and are part of this Participant Agreement.

# Arizona State Parks GRANT PARTICIPANT AGREEMENT

Attachment A  
Approved Project Scope and Special Conditions

PARTICIPANT:

PROJECT TITLE:

PROJECT NUMBER:

APPROVED PROJECT SCOPE:

SPECIAL CONDITIONS:

The administration of this grant participant agreement is additionally subject to the contents of the “Administrative guidelines for Awarded Grants” published by Arizona State Parks.

Approved Project work shall start no later than the specified project start-up date. Land acquisition, equipment purchase, and studies/reports/assessments must begin within 6 months of the fully executed participant agreement. See sections 2.5 and 5.2 of the “Administrative guidelines for Awarded Grants” for more details.

OTHER CONDITIONS:

# Attachment B

## PARTICIPANT AGREEMENT GENERAL PROVISIONS FOR GROWING SMARTER STATE TRUST LAND ACQUISITION PROGRAM PROJECTS

### PART I - DEFINITIONS

For purposes of this agreement,

- A. **CAB** means the Conservation Acquisition Board.
- B. **BOARD** means the Arizona State Parks BOARD, which is the governing body of Arizona State Parks.
- C. **Eligible Costs** mean direct costs chargeable to the project grant program such as 1) the cost of acquiring state trust land; 2) other items of expense associated with acquiring state trust land.
- D. **Facilities** mean capital improvements.
- E. **Fund** means a grant from the Land Conservation Fund.
- F. **Guidelines** mean program directives adopted by the BOARD.
- G. **Ineligible Costs** are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the grant.
- H. **Match** means a specified percentage of the total eligible and direct project cost paid by the PARTICIPANT.
- I. **PARTICIPANT** means an eligible applicant that has been awarded a grant.
- J. **Project** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in a specific product(s).
- K. **Project Period** means the period of time during which all approved work and related expenditures associated with an approved project are to be completed by the PARTICIPANT.
- L. **Repayment** means returning grant money to the Fund in the event the PARTICIPANT violates the terms of this agreement, the conservation easement, and/or the patent restriction during the Term of Public Use.
- M. **Staff** means employees of Arizona State Parks.
- N. **Sub-contract** means a direct contract between the PARTICIPANT and another contractor party whereby labor is supplied or work is performed in furtherance of the PARTICIPANT'S responsibilities under this agreement.
- O. **Term of Public Use** means meeting the terms of the conservation easement and/or the patent restriction in perpetuity. Pursuant to A.R.S. §41-522.23.G.1(a), nonprofit organizations must also provide public access to acquired parcels in perpetuity. The Term of Public Use shall begin on the date of completion identified in the Completion Certification Letter.
- P. **Third Party PARTICIPANT** means an entity sponsored by an eligible project participant. More specifically, it includes governmental, private and non-profit units through the terms of a lease, permit, cooperative agreement, or an intergovernmental agreement (ARS § 11-952).

## PART II - PERFORMANCE

### A. ADMINISTRATION

1. **Conditions** - This agreement is subject to the availability of grant funds and appropriate approvals, and shall be subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, other acts of the Arizona Legislature, executive orders of the Governor, and policies of the BOARD.
2. **Incorporation of Application** - The PARTICIPANT'S approved application for grant funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall take precedence in the event of conflict or ambiguity.
3. **Use of Grant Funds** - Awarded grant funds shall be used solely for eligible purposes of the funding program as defined by statute and as approved by the BOARD.
4. **Transfer of Grant Funds** - Awarded grant funds shall be transferred to the PARTICIPANT through reimbursement of approved expenditures for matching grants and through advances, on an as-needed basis.
5. **Grant Accountability** - Grant funds shall be managed separately within the PARTICIPANT'S accounting system which identifies the name and number of the project. The funds shall be expended only as authorized under the terms of this agreement.
6. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable State laws.
7. **Amendments** - This agreement may be amended in writing by the parties of the agreement upon written request of the PARTICIPANT and good cause shown, to adjust the project period, project costs, specific project scope items, or other specified adjustments to the agreement.
8. **Use of Project** - Project accomplishments shall be open or available to the public as specified in this agreement, and pursuant to A.R.S. §41-511.23.G.1(a).
9. **Special Conditions** - Special conditions to this agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the BOARD to seek recovery of all funds granted.

### B. RESPONSIBILITY FOR THIRD PARTY AGREEMENTS

The PARTICIPANT sponsoring a third party to this agreement shall be responsible for compliance with provisions of this agreement in the event of third party default for the remainder of the term, or shall reimburse the Fund.

### C. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period shall be eligible for reimbursement according to the terms of this agreement. All requests for reimbursement must be submitted by the PARTICIPANT within 30 days after the patent transfer in order to be considered for payment.

### D. PROCUREMENT AND DEVELOPMENT

If the PARTICIPANT is a governmental entity, procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to the PARTICIPANT'S procurement standards. State procurement standards shall apply to all non-governmental entities to the fullest extent possible.

#### E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish approved project work shall incorporate, by reference, in each sub-contract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each sub-contract.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due. If the PARTICIPANT is subject to A.R.S §34-221, payment is due when required pursuant to A.R.S. §34-221.
3. Unless the PARTICIPANT is a State agency, the PARTICIPANT shall indemnify and hold the State of Arizona and the BOARD harmless from any claim for services pursuant to this agreement, or damages relating thereto, of a sub-contractor or other employed individual performing work on this project.
4. Any sub-contract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the BOARD shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

#### F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PARTICIPANT agrees to submit a project status report not less than quarterly. The status report will include at a minimum the following: (a) progress in completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PARTICIPANT further agrees to consult with Staff, as needed, to review progress. The Staff reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time to assure compliance with the terms of this agreement.
2. The PARTICIPANT shall certify compliance with the Participant Agreement every year in perpetuity, on a form to be provided by the BOARD. In addition, on-site inspections shall be conducted periodically at the discretion of the BOARD. The following points shall be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use, appearance, maintenance, management, availability, environment, signing, and interim use.

#### G. PROJECT INCOME AND EARNED INTEREST

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used to further the purposes of the approved project. Funds advanced, but not spent to complete the project, shall be returned to the BOARD at the completion of the project. Pursuant to Part II, Paragraph I of this agreement, the PARTICIPANT shall own all rights in the materials produced with project funds.

#### H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

The PARTICIPANT shall have ownership of products or publishable matter produced with grant assistance with the understanding that the BOARD reserves nonexclusive license to use and reproduce,

without payment, such materials. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

I. FUND SOURCE RECOGNITION

The PARTICIPANT agrees to permanently and publicly acknowledge grant program(s) that assisted project accomplishments (including, but not limited to, final documents, audio-visual recordings, photographs, plans, drawings, publications, advertisements and project plaques). At a minimum, this acknowledgment shall include the following: "This project was financed in part (or in full) by a grant from the Land Conservation Fund administered by the Arizona State Parks Board."

J. PROJECT COST VERIFICATION

The PARTICIPANT agrees to submit project expenditure documents to Staff for verification or audit purposes upon request.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PARTICIPANT may transfer contracted responsibilities under the terms of this agreement to another eligible participant provided that the BOARD prior to the transfer has granted approval.

**PART III - COMPLIANCE**

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PARTICIPANT hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

To the extent required pursuant to A.R.S. § 12-1518 and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

Unless the PARTICIPANT is a State or a federal agency, the PARTICIPANT shall indemnify, save and hold harmless the BOARD, the CAB, and the State of Arizona, its agents, departments, officers and employees from all claims, losses, damages, liabilities, expenses, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as a part of this Agreement, except those claims, losses, damages, liabilities, expenses, costs, and charges arising from the sole negligence of the BOARD, the CAB, or the State of Arizona, its agents, departments, officers, or employees.

D. NON-DISCRIMINATION -- EMPLOYMENT

The PARTICIPANT agrees to comply with the provisions of Executive Order Number 99-4, issued by the Governor of the State of Arizona relating to nondiscrimination in employment, which by reference is incorporated herein and becomes a part of this Agreement.

E. ARIZONANS WITH DISABILITIES ACT OF 1992 AND AMERICANS WITH DISABILITIES ACT

The PARTICIPANT shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. §41-1492, et. seq. and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C.

12101-12213 and 47 U.S.C. §225 and 611), and applicable state rules and federal regulations under the Acts (28 CFR Parts 35 and 36).

#### F. RECORDS RETENTION AND AUDITS

1. Complete financial records and all other documents pertinent to this Agreement shall be retained by the PARTICIPANT and made available to the Staff, if requested, for review and/or audit purposes for a period of five (5) years after project closure.
2. The PARTICIPANT may substitute microfilm copies in place of original records, but only after project costs have been verified.

#### G. STATE CONTRACT CANCELLATION

1. The State or its political subdivisions or any department or agency of either may cancel this contract, without penalty or further obligation pursuant to A.R.S. §38-511.
2. Every payment obligation of the BOARD under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated or appropriated for the continuance of this Agreement, the BOARD may terminate this Agreement at the end of the period for which the funds are available. No liability shall accrue to the BOARD or the State of Arizona in the event this provision is exercised, and the BOARD shall not be obligated or liable for any future payments or for any damages resulting as a result of termination under this paragraph.

#### H. REMEDIES

1. The BOARD may temporarily suspend grant assistance under the project pending required corrective action by the PARTICIPANT or pending a decision to terminate the grant by the BOARD.
2. The PARTICIPANT may unilaterally terminate the Participant Agreement at any time before the first payment on the Project. After the initial payment, the Participant Agreement may be terminated, modified, or amended by the PARTICIPANT only by written mutual agreement of the parties.
3. The BOARD may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the PARTICIPANT has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PARTICIPANT shall be recoverable by the BOARD under a Participant Agreement terminated for cause.
4. The BOARD or PARTICIPANT may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PARTICIPANT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PARTICIPANT for the grant share of obligations properly incurred before the effective termination date and which cannot be canceled.
5. Termination either for cause or for convenience requires that the Project in question be brought to a state of public usefulness to the terms set forth by the BOARD; otherwise, all funds provided by the BOARD shall be returned to the BOARD.

6. The BOARD may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of the Participant Agreement.
7. The remedies expressed in this Agreement are not intended to limit the rights of the BOARD. This Agreement shall not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

I. CULTURAL RESOURCES

The PARTICIPANT agrees to meet the requirements of the State Historic Preservation Act (ARS §41-861 to 41-864) before project initiation.

J. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS RELATING TO THE HIRING OF UNAUTHORIZED WORKERS.

The PARTICIPANT agrees to meet the compliance requirements for A.R.S. § 41-4401 , Government Procurement: E-Verify Requirement.

1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31,2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

Acceptance of all terms and conditions of this agreement and its attachments is acknowledged by the PARTICIPANT'S signature on the cover sheet of this agreement.

## Attachment C

### DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, having an address at \_\_\_\_\_ (“Grantor”), in favor of Arizona State Parks, having an address at 1300 W. Washington, Phoenix, Arizona, 85007 (“Grantee”).

#### WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Arizona, \_\_\_\_\_, more particularly described in Exhibit A attached hereto and incorporated by this reference (the “Property”); and

WHEREAS, the property possesses \_\_\_\_\_ values (collectively, “conservation values”) of great importance to Grantors and the people of the State of **Arizona**; and

WHEREAS, in particular, \_\_\_\_\_; and

WHEREAS, the specific conservation values of the Property are further documented in an inventory of relevant features of the Property, submitted by Grantor as application for matching funds from the Land Conservation Fund through the Growing Smarter Trust Land Acquisition Grant Program and incorporated by this reference (“Baseline Documentation”), which consists of reports, maps, photographs, and other documentation that the parties provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantors intend that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to \_\_\_\_\_ existing at the time of the grant; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is an Arizona state agency whose primary purpose is to manage and conserve Arizona’s natural, cultural and recreational resources for the benefit of the people;

NOW, THEREFORE, in consideration of a Grant Award in the amount of \$\_\_\_\_\_, and in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of Arizona and in particular A.R.S. § 33-271 through § A.R.S. 33-276 and A.R.S. §41-511.23, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (“Easement”).

1. **Purpose.** It is the purpose of this easement to assure that the Property will be retained forever in predominantly the condition reflected in the Baseline Documentation referenced in this document and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities, including, without limitation, those involving passive recreational uses compatible with the maintenance of the Property’s Conservation Values, such as hiking and horseback riding, educational gatherings, periodic planting of native plant species, release of rehabilitated or displaced wildlife and other activities, as are not inconsistent with the purpose of this Easement. This Easement is intended to assure that the goals of the Growing Smarter Act, as amended, to conserve open spaces in or near urban areas and other areas experiencing high growth pressures, will be met. This Easement seeks to conserve open space, defined as

land that is generally free of uses that would jeopardize the conservation values of the land or development that would obstruct the scenic beauty of the land. Conserved land remains open space if the stewards of the parcel maintain protection of both the natural and cultural assets for the long-term benefit of the land and the public and the unique resources that the area contains, such as scenic beauty, protected plants, wildlife, archaeology, passive recreation values and the absence of extensive development.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this easement:
  - (a) To preserve and protect the conservation values of the Property;
  - (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph 8; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantors; unless entry is open to the public, in which case notice to enter upon Property is assumed if it complies with the Grantor's enforced rules of public access, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
  - (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in paragraph 8.
  
3. **Restricted Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are allowed only upon approval of the Grantee:
  - (a) **Construction of Buildings and Other Structures.** The construction or reconstruction of any building or other structure or improvement, except those existing on the date of this Easement, is prohibited, except those alterations which are approved in advance by the Grantee and listed in sub-paragraphs (b) and (c). Regardless, no more than 10% of the acquired land, up to a limit of 20 acres total, may be eligible for alteration or development, and all such proposed work must be approved by the Grantee in advance, subject to Paragraph 6 below. No changes may be made to the parcel that would seriously or negatively affect its conservation and open space values.
  - (b) **Trail and Parking Lot Construction.** No trail, road, parking lot, ramada, staging area or other man made structure shall be constructed without the advance written permission of Grantee. Such permission shall not be unreasonable withheld unless Grantee determines that the proposed location of any trail, road, parking lot, ramada or staging area will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed. And no amount of construction for trails or roads or armadas or parking lots or staging areas or any other alteration of the land shall be approved if the total amount of construction would affect more than 20 acres of the Property. Grantee shall respond to a request for construction within a reasonable time.
  - (c) **Signage or Billboards.** No signs, billboards, awnings or advertisements shall be displayed or placed on the Property, except for appropriate and customary signs for interpretive and recreational purposes, such as "no trespassing" signs and trail markers, and then only with advance written permission from Grantee. Under no circumstances shall any sign or marker be erected that materially adversely affects the Conservation Values of the Property. Grantee shall respond to a request to erect signs or similar structures within a reasonable time.
  - (d) **Temporary Fundraising Activity.** Grantor may request the right to perform periodic and temporary fundraising activities on the Property if the revenues earned from those activities will be used for stewardship of the Property. Such fundraising activities shall be allowed only upon

written approval of Grantee if Grantee determines that the proposed activity will not substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed. Grantee shall not unreasonably withhold such permission and shall respond to the request within a reasonable time.

4. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) **Subdivision.** Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.
- (b) **Commercial or Industrial Activity.** No commercial or industrial uses shall be allowed on the Property.
- (c) **Mining.** The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.
- (d) **Water Rights.** Grantor shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell, or otherwise separate water rights necessary and sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself.
- (e) **Trash and Dumping.** The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited.

5. **Reserved Rights.** Grantors reserve to themselves, and to their personal representatives, heirs, successors, assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of paragraph 3, the following rights are expressly reserved:

- (a) To engage in and permit others to engage in recreational uses of the Property, including, without limitation, hiking, horseback riding, and other forms of passive recreation that require no surface alteration or other development of the Property.
- (b) To engage in and permit others to engage in educational and scientific study activities, without limitation, provided that no unauthorized alteration of the Property or of objects or sites addressed in paragraph 7 will occur as a result of these activities.
- (c) To remove invasive plant species and to re-vegetate with indigenous plants and reintroduce native animal species on portions of the Property if needed after flood, fire, or other disturbance.

#### 6. **Notice of Intention to Undertake Certain Permitted Actions.**

6.1 **Notice.** The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities, as provided in paragraphs 3(a) through 3(d) is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of the Easement. Whenever notice is required, Grantors shall provide first notice to Grantee in writing not less than 60 days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. After 30 days,

Grantors shall provide a second notice to Grantee, which shall also describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. If Grantee does not respond to the second notice within 30 days of its receipt, the request is denied.

**6.2 Grantee's Approval.** Where Grantee's approval is required, as set forth in paragraphs 3(a) through 3(d), Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantors' written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If Grantee does not respond to the notice request within the 60-day time frame, the request shall be deemed denied.

## **7. Historic Properties and Preservation of Resources.**

**7.1 Definition.** Historic Properties are defined as sites, buildings, structures and objects significant in this state's history, architecture, archaeology, engineering and culture which meet eligibility criteria which the Arizona Parks Board establishes for listing on the Arizona Register of Historic Places or which are listed on the National Register of Historic Places.

**7.2 General Preservation.** Grantor agrees to consider the use of and impact upon historic properties located on the Property and to undertake any preservation that is necessary to carry out the terms of this Easement. In addition, the Grantor agrees to avoid any demolition, substantial alteration or significant deterioration of historic properties and objects on the Property.

**7.3 Land Uses and Historic Preservation.** Grantor agrees that only those uses that are compatible with preservation of the cultural resources located on the Property shall be allowed on the Property and ensure that the prehistorical, historical, architectural or culturally significant values will be preserved or enhanced.

**7.4 Unintentional Disturbance.** The Grantor agrees to monitor the Property for the unintentional disturbance of human remains or funerary objects and historic properties on the Property and shall report any such disturbance to the Director of the Arizona State Museum, the State Historic Preservation Officer and the Grantee. The Grantor agrees to exercise any and all measures recommended by either the Director of the Arizona State Museum, or other permitting authority as established by state law, or the Grantee, to see that on further disturbance of the remains or objects occurs.

**7.5 Prohibition on Excavation.** The Grantor agrees that neither it nor any other entity with access to the Property shall disturb or excavate in or upon any historic property, or any historic or prehistoric ruin, burial ground, archaeological or vertebrate paleontological specimen. For the purpose of this provision, archaeological specimen means any item resulting from past human life or activities which is at least 50 years old including petroglyphs, pictographs, paintings, pottery, tools, ornaments, jewelry, textiles, ceremonial objects, weapons, armaments, vessels, vehicles and human skeletal remains. Archaeological specimen does not include arrowheads, coins or bottles. Notwithstanding the applicability of these prohibitions, the Grantee, in consultation with the State Historic Preservation Officer, may consider and allow for the excavation in or upon a historic property, provided that the Conservation Values of the Property are not adversely affected. In addition, any excavation of disturbance that is allowed by the Grantee is still subject to approval by and the permitting requirements of the Director of the Arizona State Museum, or other permitting authority established in law.

**7.6 Prohibition on Defacing Property.** The Grantor agrees not to deface or otherwise alter any site or object on the Property and embraced within the terms stated in provisions 7.1 through 7.5. The Grantor further agrees to make reasonable efforts to avoid the potential that persons and entities entering upon the site for approved purposes may deface or otherwise alter any site or object embraced within the terms stated in provisions 7.1 through 7.5.

**7.7 Reporting Discoveries.** The Grantor agrees that during the course of acting as steward of the Property and especially during any work to prepare the Property for public access, such as a survey, excavation, construction or other like activity, that it shall report promptly to the Director the Arizona State Museum, or other permitting authority as established by state law, the State Historic Preservation Officer and the Grantee, the existence of any

archaeological, paleontological or historical site or object that is at least 50 years old and that is discovered in the course of such survey, excavation, construction, other like activity, or other activities undertaken as the steward of the Property. All such discoveries are subject to the provisions of the Arizona Antiquities Act. Any discoveries may require treatment such as remediation or restoration if the site or object was adversely impacted as a result of the survey, excavation, construction or other like activity, which the cost of any such remediation or restoration shall be borne by Grantor.

## **8. Grantee's Remedies.**

**8.1 Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee at Grantor's expense.

**8.2 Injunctive Relief.** If Grantor fails to cure the violation within 20 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a **20** day period, fail to begin curing the violation within the 20 day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

**8.3 Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the Grantors' liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

**8.4 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph 8 without prior notice to Grantor or without waiting for the period provided for cure to expire.

**8.5 Scope of Relief.** Grantee's rights under this section 8 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 8.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**8.6 Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantor.

**8.7 Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

**8.8 Waiver of Certain Defenses.** Grantors hereby waive any defense of laches, estoppel, or prescription.

**8.9 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, mitigate significant injury to the Property resulting from

such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Property from vandalism, trespass or any other violation of the terms of this Easement.

9. **Arbitration.** Notwithstanding the remedies available to the parties pursuant to Paragraph 8 above, the parties agree to resolve all disputes arising out of or relating to this Easement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

10. **Access.** Grantor agrees to provide reasonable public access to the Property and agrees to impose no restrictions that would limit reasonable public access.

11. **Records Retention.** Grantor agrees to retain, and to contractually require each contractor and subcontractor to retain, all data, books and other records ("Records") relating the contract. All records shall be open to inspection and audit by the Grantee at reasonable times. Upon request, the Grantor will provide a legible copy of any or all such records within a reasonable time.

12. **Access to Adjacent Private Lands.** Grantor agrees to continue to allow access to any adjacent private property where such access exists at the time this Easement was recorded.

13. **Annual Reports.** Grantor agrees to report annually on the condition of the Property and to report any change in the Property from the Baseline Documentation to the Grantee in a format of the Grantee's choosing.

**14. Costs, Liabilities, Taxes, and Environmental Compliance.**

14.1 **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantors.

14.2 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

14.3 **Representations and Warranties.** Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

(d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any

violation or alleged violation of, or failure to comply with, any federal, state, local law, regulation, or requirement applicable to the Property and its use, nor do there exist any facts or circumstances that the Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

**14.4 Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the releases were caused by the Grantee, in which case Grantee shall be responsible therefore.

**14.5 Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

**14.6 Hold Harmless.** Grantor hereby release and agree to hold harmless, indemnify, and defend Grantee and its members, directors, officers, attorneys, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of paragraphs 14.1 through 14.5.

## **15. Extinguishment and Condemnation.**

**15.1 Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or by mutual written agreement of the parties. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses association with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. Grantor shall use all such proceeds received by Grantor in a manner consistent with Grantor's conservation purposes.

**15.2 Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property, including Grantee's interest in the amount of the Grant Award, subject to the taking or in lieu of purchase and all direct or incidental damages resulting there from. All expenses reasonable incurred shall be paid out of the amount recovered.

16. **Amendment.** Notwithstanding the provisions related to extinguishment of this Easement, if circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and Grantee are free to jointly amend this Easement, provided that no amendment shall be allowed that will affect the qualifications of this document as an Easement under the laws of Arizona, and any amendment shall be consistent with the purpose of this Easement and shall not have a material negative affect on the Conservation Values. Such amendments shall be in writing and executed by both Grantor and Grantee.

17. **Subsequent Transfers.** Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least 30 days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

18. **Estoppel Certificates.** Upon request by Grantors, Grantee shall within 30 days of receiving the request, execute and deliver to Grantors, or to any party designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantors' compliance with any obligation of Grantors contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantors request more current documentation, Grantee shall conduct an inspection, at Grantors' expense, within 30 days of receipt of Grantors' written request therefore.

19. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantors:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee:  
Arizona State Parks  
1300 West Washington Street  
Phoenix, Arizona

or to such other address as either party from time to time shall designate by written notice to the other.

20. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Maricopa County, Arizona, and may re-record it at any time as may be required to preserve its rights in this Easement.

21. **General Provisions.**

21.1 **Controlling Law.** The laws of the State of Arizona shall govern the interpretation and performance of this Easement. Proper venue for any dispute relating to the Easement shall be the Superior Court of Maricopa County, or the Superior Court where the Property is located.

21.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of A.R.S. §33-271 through §33-276 and A.R.S. §41-511.23. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

21.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

21.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

21.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

21.6 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantors" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

21.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

21.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

21.9 **Non-discrimination.** The Parties hereby acknowledge that they are bound by Executive Order 99-4 concerning non-discrimination in employment.

21.10 **Non-Availability of Funds.** Every payment obligation of the Grantee under this Easement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Easement, this Easement may be terminated by the Grantee at the end of the period for which funds are available. No liability shall accrue to the Grantee in the event this provision is exercised, and the Grantee shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21.11 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

Grantors \_\_\_\_\_

\_\_\_\_\_

Grantee \_\_\_\_\_

{Arizona State Parks} by \_\_\_\_\_

{Executive Director or his designee} its \_\_\_\_\_

\_\_\_\_\_  
(Approved Seal and Signature of a Notary Public)

# Attachment D

## Growing Smarter State Trust Land Acquisition Program Annual Grant Self-Certification Form

This form must be completed and submitted to the Arizona State Parks Land Conservation Grant Coordinator at 1300 W. Washington, Phoenix, AZ 85007.

**Participant:** \_\_\_\_\_ **Project Type:** \_\_\_\_\_  
(Purchase, lease, other)

**Project Title:** \_\_\_\_\_ **Grant Amount: \$** \_\_\_\_\_

**Project Number:** \_\_\_\_\_ **Award Year:** \_\_\_\_\_

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Please respond in writing to the following questions, providing as complete an answer as possible for each question. Please restate each question prior to responding and provide explanations for your answers. Please also provide at least 3 general photographs of the property, in addition to any others specifically requested below, that depict the parcel's current condition and capture its open space and conservation values. Photographs must be sized 4" X 6" or larger.

1. Is the property being used for the purposes intended and allowed, as described in the grant application and conservation easement? Please explain.
  
2. List all major activities that occur on the land (i.e. bird watching tours, climbing, hiking, horseback riding, etc.) and estimate the volume of annual use for each category.
  
3. Have any changes in public access to the parcel occurred? Please compare to baseline documentation, as defined in the signed grant agreement, to determine whether changes have occurred.
  
4. Have the past year's activities affected any current leaseholder?
5. During the past year, have any events, intentional or uncontrollable, altered the site substantially? Please provide photographic evidence and explain, considering impacts upon:
  - (1) land use;
  - (2) fish and wildlife vegetation;

- (3) geology and soils;
  - (4) mineral resources;
  - (5) air and water quality;
  - (6) water resources / hydrology;
  - (7) historic / archaeological resources;
  - (8) transportation / access;
  - (9) consumption of energy resources;
  - (10) socio-economic effects.
6. Do plans exist for the alteration of the site in any way during the next year? Please provide photographic evidence and explain, considering impacts upon:
- (1) land use;
  - (2) fish and wildlife vegetation;
  - (3) geology and soils;
  - (4) mineral resources;
  - (5) air and water quality;
  - (6) water resources / hydrology;
  - (7) historic / archaeological resources;
  - (8) transportation / access;
  - (9) consumption of energy resources;
  - (10) socio-economic effects.
7. Please provide the approximate amount spent on each of the following: remediation, clean-up, construction of recreation facilities, and monitoring. Please offer a description of each activity. Please compare to baseline documentation, as defined in the signed grant agreement, to determine whether changes have occurred.

8. Please provide any other information critical to understanding the natural characteristics of the property and how it is used.

I hereby certify, as the duly designated official responsible for the project site identified above, that the site has been inspected by the grant recipient organization and that this report accurately represents conditions as found in that inspection.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title



# Attachment E

## Riparian Plants List

Developed by the Arizona Game and Fish Department for the Conservation Acquisition Board of the Arizona State Parks Board

The following is a list of plants that may be found in riparian areas in Arizona. This list is arranged alphabetically by the scientific plant name and by the common plant name. Plants on this list include species from riparian and wetland habitats from a variety of ecosystems and elevations within Arizona, and can therefore be applied statewide. Plants that are listed in bold letters are plants that are very common in riparian or wetland habitats. Plants that are not listed in bold are plants that may also be found in riparian areas but may also be found outside of riparian areas.

While this list is extensive it is not meant to be inclusive of all plants that occur in riparian areas. This list of riparian plants was compiled from the source materials listed below.

Brown, D.E. Biotic Communities of the American Southwest – United States and Mexico. Salt Lake City, UT: University of Utah Press;1982.

Epple , A.O. A Field Guide to the Plants of Arizona. Mesa, AZ: LewAnn Publishing Company; 1995.

Wahl, C.R., S.R. Boe, J.A. Wennerlund, R.A. Winstead, L.J. Allison, and D.M. Kubly. Remote Sensing Mapping of Arizona Intermittent Stream Riparian Areas Phoenix, AZ: Arizona Game and Fish Department; 1997; Nongame Branch Technical Report 112.

Reference copies of Communities of the American Southwest – United States and Mexico may be very useful tools in determining riparian areas as both plants and animals associated with riparian areas are discussed in this book.

| <u>Common Name</u>            | <u>Scientific Name</u>           |
|-------------------------------|----------------------------------|
| <b>Agrimony</b>               | <b>Agrimonia striata</b>         |
| <b>Allthorn</b>               | <b>Lycium fremontii</b>          |
| <b>American brooklime</b>     | <b>Veronica americana</b>        |
| <b>American red raspberry</b> | <b>Rubus strigosus</b>           |
| Apache plume                  | Fallugia paradoxa                |
| <b>Arizona alder</b>          | <b>Alnus oblongifolia</b>        |
| Arizona cypress               | Cupressus arizonica              |
| Arizona dewberry              | Rubus arizonensis                |
| Arizona rose                  | Rosa arizonica                   |
| <b>Arizona sycamore</b>       | <b>Platanus wrightii</b>         |
| <b>Arizona walnut</b>         | <b>Juglans major</b>             |
| <b>Arizona willow</b>         | <b>Salix arizonica</b>           |
| <b>Arrow weed</b>             | <b>Tessaria sericea</b>          |
| <b>Arroyo willow</b>          | <b>Salix lasiolepis</b>          |
| Aster                         | Aster spinosus                   |
| <b>Athel</b>                  | <b>Tamarix aphylla</b>           |
| <b>Bastard indigo</b>         | <b>Amorpha fruticosa</b>         |
| <b>Bebb willow</b>            | <b>Salix bebbiana</b>            |
| <b>Berlandier wolfberry</b>   | <b>Lycium berlandieri</b>        |
| <b>Bigtooth maple</b>         | <b>Acer grandidentatum</b>       |
| <b>Birch leaf buckthorn</b>   | <b>Rhamnus betulaeifolia</b>     |
| Bitter cherry                 | Prunus emarginata                |
| Blackberry                    | Rubus spp.                       |
| Blue paloverde                | Cercidium floridum               |
| Blue star                     | Amsonia hirtella                 |
| <b>Blueberry Elder</b>        | <b>Sambucus glauca</b>           |
| <b>Bluestem willow</b>        | <b>Salix irrorata</b>            |
| <b>Bonpland willow</b>        | <b>Salix bonplandiana</b>        |
| <b>Box elder</b>              | <b>Acer negundo</b>              |
| Bricklebush                   | Brickellia spp.                  |
| Brittle bush                  | Encelia farinose                 |
| <b>Broad-leaved cattail</b>   | <b>Typha latifolia</b>           |
| <b>Bulrush</b>                | <b>Scirpus spp.</b>              |
| Burro brush                   | Hymenoclea monogyra              |
| Burrobush                     | Ambrosia deltoidea               |
| Camelthorn                    | Alhagi camelorum                 |
| <b>Camphor-weed</b>           | <b>Pulchea camphorata</b>        |
| <b>Canyon grape</b>           | <b>Vitus arizonica</b>           |
| Canyon live oak               | Quercus chrysolepis              |
| Canyon ragweed                | Ambrosia ambrosoides             |
| Catalpa                       | Catalpa bignoides                |
| <b>Catclaw</b>                | <b>Acacia greggii</b>            |
| Cattail                       | Typha spp.                       |
| <b>Cerro hawthorn</b>         | <b>Crategus erythropoda</b>      |
| <b>Charophytes</b>            | <b>Chara spp.</b>                |
| <b>Charophytes</b>            | <b>Nitella</b>                   |
| Cheesebush                    | Hymenoclea salsola               |
| <b>Climbing milkweed</b>      | <b>Sarcostemma cynanchoides</b>  |
| <b>Common buttonbush</b>      | <b>Cephalanthus occidentalis</b> |

| <u>Common Name</u>             | <u>Scientific Name</u>            |
|--------------------------------|-----------------------------------|
| <b>Common chokecherry</b>      | <b>Prunus virginiana</b>          |
| <b>Common cocklebur</b>        | <b>Xanthium saccharatum</b>       |
| <b>Common honey-locust</b>     | <b>Gleditsia triacanthos</b>      |
| <b>Common horehound</b>        | <b>Marrubium vulgare</b>          |
| <b>Common horsetail</b>        | <b>Equisetum arvense</b>          |
| <b>Common reed</b>             | <b>Phragmites australis</b>       |
| <b>Cottonwood</b>              | <b>Populus trichocarpa</b>        |
| Cowpen Daisy                   | Verbesina encelioides             |
| <b>Coyote willow</b>           | <b>Salix exigua</b>               |
| Curly Dock                     | Rumex crispus                     |
| <b>Desert broom</b>            | <b>Baccharis sarathroides</b>     |
| Desert hackberry               | Celtis pallida                    |
| Desert honeysuckle             | Anisacanthus thurberi             |
| Desert mallow                  | Sphaeralcea ambigua               |
| Desert Sage                    | Salvia columbariae                |
| <b>Desert willow</b>           | <b>Chilopsis linearis</b>         |
| <b>Eastern cottonwood</b>      | <b>Populus sargentii</b>          |
| <b>Emory baccharis</b>         | <b>Baccharis emoryi</b>           |
| Fairy duster                   | Calliandra eriophylla             |
| <b>False hellebore</b>         | <b>Veratrum californicum</b>      |
| False indigo                   | Amorpha spp.                      |
| Ferns                          |                                   |
| <b>Flat sedge</b>              | <b>Cyperus spp.</b>               |
| <b>Fremont cottonwood</b>      | <b>Populus fremontii</b>          |
| <b>Geyer willow</b>            | <b>Salix geyeriana</b>            |
| <b>Giant bulrush</b>           | <b>Scirpus californicus</b>       |
| <b>Golden current</b>          | <b>Ribes aureum</b>               |
| <b>Goodding willow</b>         | <b>Salix gooddingii</b>           |
| <b>Graythorn</b>               | <b>Zizyphus obtusifolia</b>       |
| <b>Heliotrope</b>              | <b>Heliotropium curvassavicum</b> |
| Honey mesquite                 | Prosopis glandulosa               |
| <b>Horsetail</b>               | <b>Equisetum spp.</b>             |
| <b>Iodine bush</b>             | <b>Allenrolfea occidentalis</b>   |
| Ironwood                       | Olneya tesota                     |
| Jojoba                         | Simmondsia chinensis              |
| <b>Lance-leaved cottonwood</b> | <b>Populus acuminata</b>          |
| Lowell ash                     | Fraxinus lowellii                 |
| <b>Manna Grasses</b>           | <b>Glyceria spp.</b>              |
| <b>Mexican elder</b>           | <b>Sambucus mexicana</b>          |
| <b>Mexican palo verde</b>      | <b>Parkinsonia aculeata</b>       |
| <b>Mint</b>                    | <b>Mentha spp.</b>                |
| Mountain ash                   | Sorbus dumosa                     |
| <b>Narrow-leaf cottonwood</b>  | <b>Populus angustifolia</b>       |
| Net-leaf hackberry             | Celtis reticulata                 |
| New Mexico raspberry           | Rubus neomexicanus                |
| Osage-orange                   | Maclura pomifera                  |
| <b>Pacific willow</b>          | <b>Salix lasiandra</b>            |
| <b>Peach-leaf willow</b>       | <b>Salix amygdaloides</b>         |
| <b>Pennywort</b>               | <b>Hydroctyle verticillata</b>    |

| <u>Common Name</u>              | <u>Scientific Name</u>           | <u>Common Name</u>            | <u>Scientific Name</u>              |
|---------------------------------|----------------------------------|-------------------------------|-------------------------------------|
| Pine dropseed                   | Blepharoneuron tricholepis       | <b>Strapleaf willow</b>       | <b>Salix ligulifolia</b>            |
| <b>Poison ivy</b>               | <b>Rhus radicans</b>             | Texas mulberry                | Morus microphylla                   |
| <b>Pondweeds</b>                | <b>Potamogeton spp.</b>          | <b>Thicket creeper</b>        | <b>Parthenocissus inserta</b>       |
| Quailbush                       | Atriplex lentiformes             | <b>Thin-leaf alder</b>        | <b>Alnus tenuifolia</b>             |
| <b>Red osier dogwood</b>        | <b>Cornus stolonifera</b>        | <b>Three-square bulrush</b>   | <b>Scirpus americanus</b>           |
| <b>Red willow</b>               | <b>Salix laevigata</b>           | Tree of heaven                | Ailanthus altissima                 |
| <b>Reed</b>                     | <b>Phragmites spp.</b>           | <b>Tree tobacco</b>           | <b>Nicotiana glauca</b>             |
| <b>Rocky Mountain iris</b>      | <b>Iris missouriensis</b>        | Trumpet gooseberry            | Ribes leptanthum                    |
| <b>Rocky Mountain maple</b>     | <b>Acer glabrum</b>              | <b>Tule</b>                   | <b>Scirpus acutus</b>               |
| <b>Rush</b>                     | <b>Juncus spp.</b>               | Velvet ash                    | Fraxinus velutina                   |
| <b>Russian olive</b>            | <b>Elaeagnus angustifolia</b>    | <b>Velvet ash</b>             | <b>Fraxinus velutina</b>            |
| Sacred datura                   | Datura meteloides                | Velvet Mesquite               | Prosopis veluntia                   |
| <b>Salt cedar</b>               | <b>Tamarix pentandra</b>         | <b>Water birch</b>            | <b>Betula occidentalis</b>          |
| Salt Grass                      | Distichlis stricta               | <b>Water Buttercup</b>        | <b>Ranunculus aquatilis</b>         |
| <b>Screwbean mesquite</b>       | <b>Prosopis pubescens</b>        | <b>Water hemlock</b>          | <b>Cicuta douglasii</b>             |
| <b>Sedge</b>                    | <b>Carex spp.</b>                | <b>Water Milfoil</b>          | <b>Myriophyllum spicatum</b>        |
| <b>Seep weed</b>                | <b>Suaeda torreyana</b>          | <b>Watercress</b>             | <b>Rorippa nasturtium-aquaticum</b> |
| <b>Seep willow</b>              | <b>Baccharis salicifolia</b>     | <b>Waterweed</b>              | <b>Baccharis sergiloides</b>        |
| <b>Serviceberry willow</b>      | <b>Salix monticola</b>           | <b>Waterweed</b>              | <b>Elodea spp.</b>                  |
| <b>Shrubby cinquefoil</b>       | <b>Potentilla fruticosa</b>      | <b>Waterweed</b>              | <b>Sagittaria spp.</b>              |
| <b>Silverweed</b>               | <b>Potentilla anserina</b>       | <b>Western bracken</b>        | <b>Pteridium aquilinum</b>          |
| Single-leaf ash                 | Fraxinus anomala                 | Western soapberry             | Sapindus saponaria                  |
| <b>Smartweed</b>                | <b>Polygonum spp.</b>            | <b>Western virgin's bower</b> | <b>Clematis ligusticifolia</b>      |
| <b>Smooth sumac</b>             | <b>Rhus glabra</b>               | <b>Western wheatgrass</b>     | <b>Agropyron smithii</b>            |
| Soap tree yucca                 | Yucca elata                      | White willow                  | Salix alba                          |
| <b>Southern cattail</b>         | <b>Typha domingensis</b>         | Whitethorn                    | Acacia constricta                   |
| <b>Southern maidenhair fern</b> | <b>Adiantum capillus-veneris</b> | Wild cucumber                 | Marah gilensis                      |
| <b>Spearmint</b>                | <b>Mentha spicata</b>            | Willow                        | Salix spp.                          |
| <b>Spike rush</b>               | Eleocharis ovata                 | <b>Wolf currant</b>           | <b>Ribes wolfii</b>                 |
| <b>Spike rush</b>               | <b>Eleocharis spp.</b>           | <b>Yellow bee plant</b>       | <b>Cleome lutea</b>                 |
| <b>Spikerush</b>                | <b>Eleocharis parvula</b>        | <b>Yew-leaf willow</b>        | <b>Salix taxifolia</b>              |
| Stinging nettle                 | Urtica gracilis                  |                               |                                     |

| <u>Scientific Name</u>           | <u>Common Name</u>              |
|----------------------------------|---------------------------------|
| Acacia constricta                | Whitethorn                      |
| <b>Acacia greggii</b>            | <b>Catclaw</b>                  |
| <b>Acer glabrum</b>              | <b>Rocky Mountain maple</b>     |
| <b>Acer grandidentatum</b>       | <b>Bigtooth maple</b>           |
| <b>Acer negundo</b>              | <b>Box elder</b>                |
| <b>Adiantum capillus-veneris</b> | <b>Southern maidenhair fern</b> |
| <b>Agrimonia striata</b>         | <b>Agrimony</b>                 |
| <b>Agropyron smithii</b>         | <b>Western wheatgrass</b>       |
| Ailanthus altissima              | Tree of heaven                  |
| Alhagi camelorum                 | Camelthorn                      |
| <b>Allenrolfea occidentalis</b>  | <b>Iodine bush</b>              |
| <b>Alnus oblongifolia</b>        | <b>Arizona alder</b>            |
| <b>Alnus tenuifolia</b>          | <b>Thin-leaf alder</b>          |
| Ambrosia ambrosioides            | Canyon ragweed                  |
| Ambrosia deltoidea               | Burrobush                       |
| <b>Amorpha fruticosa</b>         | <b>Bastard indigo</b>           |
| Amorpha spp.                     | False indigo                    |
| Amsonia hirtella                 | Blue star                       |
| Anisacanthus thurberi            | Desert honeysuckle              |
| Aster spinosus                   | Aster                           |
| Atriplex lentiformes             | Quailbush                       |
| <b>Baccharis emoryi</b>          | <b>Emory baccharis</b>          |
| <b>Baccharis salicifolia</b>     | <b>Seep willow</b>              |
| <b>Baccharis sarathroides</b>    | <b>Desert broom</b>             |
| <b>Baccharis sergiloides</b>     | <b>Waterweed</b>                |
| <b>Betula occidentalis</b>       | <b>Water birch</b>              |
| Blepharoneuron tricholepis       | Pine dropseed                   |
| Brickellia spp.                  | Bricklebush                     |
| Calliandra eriophylla            | Fairy duster                    |
| <b>Carex spp.</b>                | <b>Sedge</b>                    |
| Catalpa bigniodes                | Catalpa                         |
| Celtis pallida                   | Desert hackberry                |
| Celtis reticulata                | Net-leaf hackberry              |
| <b>Cephalanthus occidentalis</b> | <b>Common buttonbush</b>        |
| Cercidium floridum               | Blue paloverde                  |
| <b>Chara spp.</b>                | <b>Charophytes</b>              |
| <b>Chilopsis linearis</b>        | <b>Desert willow</b>            |
| <b>Cicuta douglasii</b>          | <b>Water hemlock</b>            |
| <b>Clematis ligusticifolia</b>   | <b>Western virgin's bower</b>   |
| <b>Cleome lutea</b>              | <b>Yellow bee plant</b>         |
| <b>Cornus stolonifera</b>        | <b>Red osier dogwood</b>        |
| <b>Crataegus erythropoda</b>     | <b>Cerro hawthorn</b>           |
| Cupressus arizonica              | Arizona cypress                 |
| <b>Cyperus spp.</b>              | <b>Flat sedge</b>               |
| Datura meteloides                | Sacred datura                   |

| <u>Scientific Name</u>            | <u>Common Name</u>             |
|-----------------------------------|--------------------------------|
| Distichlis stricta                | Salt Grass                     |
| <b>Elaeagnus angustifolia</b>     | <b>Russian olive</b>           |
| <b>Eleocharis ovata</b>           | <b>Spike rush</b>              |
| <b>Eleocharis parvula</b>         | <b>Spikerush</b>               |
| <b>Eleocharis spp.</b>            | <b>Spike rush</b>              |
| <b>Elodea spp.</b>                | <b>Waterweed</b>               |
| Encelia farinosa                  | Brittle bush                   |
| <b>Equisetum arvense</b>          | <b>Common horsetail</b>        |
| <b>Equisetum spp.</b>             | <b>Horsetail</b>               |
| Fallugia paradoxa                 | Apache plume                   |
| Fraxinus anomala                  | Single-leaf ash                |
| Fraxinus lowellii                 | Lowell ash                     |
| Fraxinus velutina                 | Velvet ash                     |
| <b>Fraxinus velutina</b>          | <b>Velvet ash</b>              |
| <b>Gleditsia triacanthos</b>      | <b>Common honey-locust</b>     |
| <b>Glyceria spp.</b>              | <b>Manna Grasses</b>           |
| <b>Heliotropium curvassavicum</b> | <b>Heliotrope</b>              |
| <b>Hydroctyle verticillata</b>    | <b>Pennywort</b>               |
| Hymenoclea monogyra               | Burro brush                    |
| Hymenoclea salsola                | Cheesebush                     |
| <b>Iris missouriensis</b>         | <b>Rocky Mountain iris</b>     |
| <b>Juglans major</b>              | <b>Arizona walnut</b>          |
| <b>Juncus spp.</b>                | <b>Rush</b>                    |
| <b>Lycium berlandieri</b>         | <b>Berlandier wolfberry</b>    |
| <b>Lycium fremontii</b>           | <b>Allthorn</b>                |
| Maclura pomifera                  | Osage-orange                   |
| Marah gilensis                    | Wild cucumber                  |
| <b>Marrubium vulgare</b>          | <b>Common horehound</b>        |
| <b>Mentha spicata</b>             | <b>Spearmint</b>               |
| <b>Mentha spp.</b>                | <b>Mint</b>                    |
| Morus microphylla                 | Texas mulberry                 |
| <b>Myriophyllum spicatum</b>      | <b>Water Milfoil</b>           |
| <b>Nicotiana glauca</b>           | <b>Tree tobacco</b>            |
| <b>Nitella</b>                    | <b>Charophytes</b>             |
| Olneya tesota                     | Ironwood                       |
| <b>Parkinsonia aculeata</b>       | <b>Mexican palo verde</b>      |
| <b>Parthenocissus inserta</b>     | <b>Thicket creeper</b>         |
| <b>Phragmites australis</b>       | <b>Common reed</b>             |
| <b>Phragmites spp.</b>            | <b>Reed</b>                    |
| <b>Platanus wrightii</b>          | <b>Arizona sycamore</b>        |
| <b>Polygonum spp.</b>             | <b>Smartweed</b>               |
| <b>Populus acuminata</b>          | <b>Lance-leaved cottonwood</b> |
| <b>Populus angustifolia</b>       | <b>Narrow-leaf cottonwood</b>  |
| <b>Populus fremontii</b>          | <b>Fremont cottonwood</b>      |
| <b>Populus sargentii</b>          | <b>Eastern cottonwood</b>      |
| <b>Populus trichocarpa</b>        | <b>Cottonwood</b>              |
| <b>Potamogeton spp.</b>           | <b>Pondweeds</b>               |

| <u>Scientific Name</u>       | <u>Common Name</u>            | <u>Scientific Name</u>       | <u>Common Name</u>          |
|------------------------------|-------------------------------|------------------------------|-----------------------------|
| <b>Potentilla anserina</b>   | <b>Silverweed</b>             | <b>Salix lasiandra</b>       | <b>Pacific willow</b>       |
| <b>Potentilla fruticosa</b>  | <b>Shrubby cinquefoil</b>     | <b>Salix lasiolepis</b>      | <b>Arroyo willow</b>        |
| Prosopis glandulosa          | Honey mesquite                | <b>Salix ligulifolia</b>     | <b>Strapleaf willow</b>     |
| <b>Prosopis pubescens</b>    | <b>Screwbean mesquite</b>     | <b>Salix monticola</b>       | <b>Serviceberry willow</b>  |
| Prosopis velutia             | Velvet Mesquite               | Salix spp.                   | Willow                      |
| Prunus emarginata            | Bitter cherry                 | <b>Salix taxifolia</b>       | <b>Yew-leaf willow</b>      |
| <b>Prunus virginiana</b>     | <b>Common chokecherry</b>     | Salvia columbariae           | Desert Sage                 |
| <b>Pteridium aquilinum</b>   | <b>Western bracken</b>        | <b>Sambucus glauca</b>       | <b>Blueberry Elder</b>      |
| <b>Pulchea camphorata</b>    | <b>Camphor-weed</b>           | <b>Sambucus mexicana</b>     | <b>Mexican elder</b>        |
| Quercus chrysolepis          | Canyon live oak               | Sapindus saponaria           | Western soapberry           |
| <b>Ranunculus aquatilis</b>  | <b>Water Buttercup</b>        | <b>Sarcostemma</b>           |                             |
| <b>Rhamnus betulaeifolia</b> | <b>Birch leaf buckthorn</b>   | <b>cynanchoides</b>          | <b>Climbing milkweed</b>    |
| <b>Rhus glabra</b>           | <b>Smooth sumac</b>           | <b>Scirpus acutus</b>        | <b>Tule</b>                 |
| <b>Rhus radicans</b>         | <b>Poison ivy</b>             | <b>Scirpus americanus</b>    | <b>Three-square bulrush</b> |
| <b>Ribes aureum</b>          | <b>Golden current</b>         | <b>Scirpus californicus</b>  | <b>Giant bulrush</b>        |
| Ribes leptanthum             | Trumpet gooseberry            | <b>Scirpus spp.</b>          | <b>Bulrush</b>              |
| <b>Ribes wolfii</b>          | <b>Wolf currant</b>           | Simmondsia chinensis         | Joboba                      |
| <b>Rorippa nasturtium-</b>   |                               | Sorbus dumosa                | Mountain ash                |
| <b>aquaticum</b>             | <b>Watercress</b>             | Sphaeralcea ambigua          | Desert mallow               |
| Rosa arizonica               | Arizona rose                  | <b>Suaeda torreyana</b>      | <b>Seep weed</b>            |
| Rubus arizonensis            | Arizona dewberry              | <b>Tamarix aphylla</b>       | <b>Athel</b>                |
| Rubus neomexicanus           | New Mexico raspberry          | <b>Tamarix pentandra</b>     | <b>Salt cedar</b>           |
| Rubus spp.                   | Blackberry                    | <b>Tessaria sericea</b>      | <b>Arrow weed</b>           |
| <b>Rubus strigosus</b>       | <b>American red raspberry</b> | <b>Typha domingensis</b>     | <b>Southern cattail</b>     |
| Rumex crispus                | Curly Dock                    | <b>Typha latifolia</b>       | <b>Broad-leaved cattail</b> |
| <b>Sagittaria spp.</b>       | <b>Waterweed</b>              | Typha spp.                   | Cattail                     |
| Salix alba                   | White willow                  | Urtica gracilis              | Stinging nettle             |
| <b>Salix amygdaloides</b>    | <b>Peach-leaf willow</b>      | <b>Veratrum californicum</b> | <b>False hellebore</b>      |
| <b>Salix arizonica</b>       | <b>Arizona willow</b>         | Verbesina enceliodes         | Cowpen Daisy                |
| <b>Salix bebbiana</b>        | <b>Bebb willow</b>            | <b>Veronica americana</b>    | <b>American brooklime</b>   |
| <b>Salix bonplandiana</b>    | <b>Bonpland willow</b>        | <b>Vitus arizonica</b>       | <b>Canyon grape</b>         |
| <b>Salix exigua</b>          | <b>Coyote willow</b>          | <b>Xanthium saccharatum</b>  | <b>Common cocklebur</b>     |
| <b>Salix geyeriana</b>       | <b>Geyer willow</b>           | Yucca elata                  | Soap tree yucca             |
| <b>Salix gooddingii</b>      | <b>Goodding willow</b>        | <b>Zizyphus obtusifolia</b>  | <b>Graythorn</b>            |
| <b>Salix irrorata</b>        | <b>Bluestem willow</b>        |                              | Ferns                       |
| <b>Salix laevigata</b>       | <b>Red willow</b>             |                              |                             |



## Competitive Grant Programs Currently Administered by the Arizona State Parks Board

| Program   | Purpose   | Fund Source  | Application Deadline  | Program Coordinator               |
|---|---|--|---|-----------------------------------|
| <b>Local, Regional and State Parks</b><br>(Heritage Fund)<br><br><b>LRSP</b>                      | To support land acquisition and facility development for parks, outdoor recreation, and open space preservation   | *Up to \$3.5 million annually from the Arizona State Parks Board Heritage Fund   | No later than 5:00 p.m. on the last working day of February   | (602) 542-7160<br>Danielle Silvas |
| <b>Trails</b><br>(Heritage Fund)<br><br><b>Trails</b>   | To support nonmotorized trail acquisition, construction, and improvement for trails on the State Trail System     | *Up to \$475,000 annually from the Arizona State Parks Board Heritage Fund   | No later than 5:00 p.m. on the last working day of February. State Trails System nominations due by 5:00 p.m. on the first working day of August. | (602) 542-7130<br>Bob Baldwin     |
| <b>Historic Preservation</b><br>(Heritage Fund)<br><br><b>HP</b>                                  | To support historic preservation efforts consistent with the Secretary of the Interior's Standards                | *Up to \$1.7 million annually from the Arizona State Parks Board Heritage Fund   | No later than 5:00 p.m. on the last working day of May (1 <sup>st</sup> cycle), & on the last working day of December (2 <sup>nd</sup> cycle).    | (602) 542-7160<br>Danielle Silvas |
| <b>Growing Smarter: State Trust Land Acquisition</b><br>(Land Conservation Fund)<br><br><b>GS</b> | To conserve open space in or near urban areas through the purchase or lease of State Trust land                   | Up to \$18 million annually from the State General Fund for fiscal years 2001 through 2011   | No later than 5:00 p.m. on June 30, 2010. Applications for Sale due to the State Land Department by the first working day in September.           | (602) 542-7160<br>Danielle Silvas |
| <b>Recreation Trails Program</b><br>Motorized Portion<br>(Federal)<br><br><b>RTP</b>              | To support motorized trail development, mitigation, acquisition, and education for off-highway vehicle recreation | Approximately \$500,000 available annually from the Federal Transportation Enhancement Act for the 21 <sup>st</sup> Century (TEA-21) | No later than 5:00 p.m. on the last working day of March  | (602) 542-7130<br>Robert Baldwin  |
| <b>Land &amp; Water Conservation Fund</b><br>(Federal)<br><br><b>LWCF</b>                         | To support land acquisition and facility development for parks, outdoor recreation, and open space preservation   | Subject to Congressional appropriations  | Through the LRSP application process, no later than 5:00 p.m. on the last working day of February   | (602) 542-7160<br>Danielle Silvas |
| <b>State Lake Improvement Fund</b><br><br><b>SLIF</b>   | To support boating related facilities and access on waters where boating is permitted throughout Arizona          | Approximately \$6 million annually from motor boat fuel tax revenue and watercraft license fees.                                     | No later than 5:00 p.m. on the last working day in January.   | (602) 542-7160<br>Danielle Silvas |

For more information on grants, visit our web site at [www.azstateparks.gov](http://www.azstateparks.gov) or e-mail us at [grants@azstateparks.gov](mailto:grants@azstateparks.gov).

02/26/10