

## Exhibit D - Emails

The following emails are attached to this case to provide a history of communications to and from public officials about the recent baseball facility project as well as the devastation inflicted on other desert areas of Papago Park over recent years. These emails are frequently referred to in the Request for Injunction, to provide factual content. They are presented in chronological order, beginning with the most recent. These emails are public records. In some cases, emails have been edited for brevity and some personal non-government names have been redacted. In all cases, the full content of any email is available, as are many other emails relating to this case. Attached pictures are included with the text.

The Friends of Papago Park (FOPP) believe these communications show a sustained effort to inform the Cities of Phoenix and Scottsdale of developments in Papago Park that are contrary to the restrictive use covenants in the Title Documents (Exhibit B) conferred by the United States of America and the State of Arizona to the City of Phoenix. They also show an attempt was made to reach an agreement and limit damage to the desert habitat in the park, to no avail. Lastly, they demonstrate that other government agencies were contacted about the perceived irregularities, also without the expected results. *For reference and to facilitate the comprehension of these communications, a brief statement of email content is given in blue (and between parenthesis), following the date.*

**Date:** **Nov. 30, 2020** **From** **A. Deal** **To** **Friends of Papago** - **Re: I have checked the facts....**  
**(Last email sent before injunction. We have waited four weeks for AZ State Parks to respond about violation of LWCF act. We have done everything possible to avoid this, but destruction continues)**  
**To:** Friends of Papago Park <friendsofpapago@xxx.xxx>  
**Sent:** Mon 11/30/2020 11:18PM  
**Subject:** **I have checked the facts**, we have to do the injunction

I went over the draft for the big I (26 pages), and emails sent and received this last year, and even the title documents and checked everything again, and again. It seems that the AZ State Parks will ignore the LWCF legislation just like the Solicitor (DOI), BLM and NPS have ignored deed restrictions and federal statutes. They don't want to get involved in this big messy thing so it is time to do what we had hoped could be avoided. We have done everything we can to resolve this without imposing possible financial harm on the defendants. If only they had committed to not destroy any more desert, as we asked months ago. We must file the injunction, otherwise they (Phoenix and friends) have a *carte blanche* to do anything they want to Papago park and even other areas, courtesy of the Solicitor of the Department of the Interior, which has announced that, in their opinion, there are no restrictions or other legal entanglements requiring that Papago Park be used as a Park. To them it is just dirt, *para usar e abusar*.



I cannot understand how public employees can be so obtuse or fearful or inept or dishonest as to not only ignore laws, rules and regulations, but to pretend there is no problem in putting a private facility in a public park -- it is a negation of common sense to a degree that I had thought impossible. This whole

'thing' has been a learning experience. Maybe it is not the people we have communicated with -- maybe it is somebody up the food chain and they 'just follow orders.' *Quem sabe?*

I have spent hundreds of hours reading laws, statues, documents, emails and about 30 court cases (I selected 11 to include in injunction as judicial precedent). I wonder why this is even necessary when everybody I talk to, says it is 'absurd ' that this could happen, yet it is, before our eyes.

I even took time to map out the 1959 documents, including the Certificates of Approval No.1 (In lease, wrong location, dated April 28, 1959) and No.4 (sent by the Solicitor, dated Jan. 1, 1960) and mapped the geographic information (based upon Gila and Salt River Meridian, with Township and Sections using the Maricopa County Assessor's Office info). See attached image. Note that the 25-year clause was repealed Sept 21, 1959 and yet it was included in Jan. 1, 1960 document. Worse yet, the solicitor's words saying only provisions dated after the repeal are valid makes his case unsustainable and confirms the deed



THE SECRETARY OF THE INTERIOR  
WASHINGTON

Included in Lease

Serial No. Phoenix 871491  
Certificate No. 1

CERTIFICATE OF APPROVAL OF TRANSFER  
AND CHANGE OF USE  
(Act of June 14, 1926; 44 Stat. 741;  
43 U.S.C. 869 et seq., as amended)

This is to certify that the authorized officer of the Bureau of Land Management, on April 28, 1959, authorized the State of Arizona to transfer the lands described below and in Patent No. 1,093,785 issued November 17, 1937, to the City of Phoenix, State of Arizona, for use as a park, recreation, public convenience purposes, including the construction of a baseball stadium. This approval is subject to the reversionary provisions of the above noted Act, terminating 25 years from April 28, 1959.

Gila and Salt River Meridian, Arizona

T. 1 N., R. 4 E.  
sec. 4, lot 2, SW1/4, S1/4, SW1/4, NW1/4  
sec. 5, S1/4, E1/4  
sec. 9, E1/4 except lot 8 in the SE1/4 and  
in the E1/4 which was included in Patent  
No. 1,153,369 dated August 8, 1955, which  
issued under the Act of Congress of May 13,  
1955 (69 Stat. 48), NW1/4, S1/4  
Containing 624.83 acres

Does not contain  
facility location  
(Section 33)

June 16, 1959

This clause repealed  
by Public law 86-292  
on Sept. 21, 1959

Notice the dates!

The deed restrictions and reversionary provisions do not expire!

Sent by Solicitor  
10/26/2020

The 25-year limitation  
had already been repealed

Serial No. Phoenix 071491

Certificate No. 4

CERTIFICATE OF APPROVAL OF TRANSFER  
AND CHANGE OF USE  
(Act of June 14, 1926; 44 Stat. 741;  
43 U.S.C. 869 et seq., as amended)

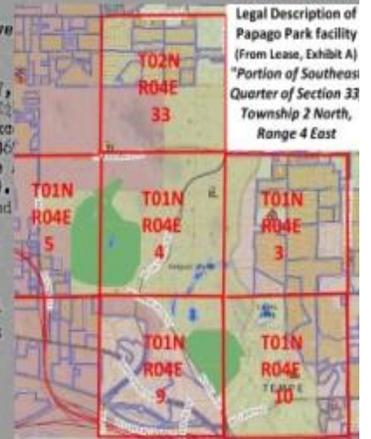
This is to certify that the authorized officer of the Bureau of Land Management on January 1, 1960, authorized the State of Arizona, to transfer the lands described below and in Patent No. 1093785 issued November 17, 1937, to the City of Phoenix, State of Arizona, for use as a park, recreation, public convenience purposes, including the construction of a baseball stadium. This approval is subject to the reversionary provisions of the above noted Act, terminating 25 years from January 1, 1960.

Gila and Salt River

T. 1 N., R. 4 E.  
Sec. 3, Lots 6, 7,  
Sec. 4, Lot 1, SE1/4  
Sec. 9, NE1/4, exs  
No. 1153369  
under the  
Stat. 48).  
T. 2 N., R. 4 E.  
Sec. 33, SE1/4,

Containing a total  
of 551.51 acres

JAN 4 1960



restrictions (not to mention that these are also found in 1964 and 1997 title documents). Utter carelessness. How the powers that be can make so many simple mistakes in one document is beyond me (basing arguments on repealed legislation, including wrong areas in land descriptions, ignoring standard legal conventions, reinforcing the opponent's position, etc...). This has to be more than carelessness and ignorance (and I am not into conspiracy theories, btw). We need to talk.

**Date:** Nov. 9, 2020 **From** A. Deal **To** Az State Parks - **Re:** Papago Park needs your attention, urgently  
(As suggested by the Solicitor on 10/29, we tried to reach out again to the Arizona States Parks Board. Actually, this is proper because the State p[arks agency is responsible for LWCF grants. Three weeks have passed and there has been no response – par for the course...) (Attached pictures included here)

**To:** Rogers, Mickey <[mrogers@azstateparks.gov](mailto:mrogers@azstateparks.gov)>  
**Cc:** Friends of Papago Park <[friendsofpapago@xxx.xxx](mailto:friendsofpapago@xxx.xxx)>  
**Sent:** Mon 11/9/2020 2:51 PM  
**Subject:** Papago Park needs your attention, urgently

Mr. Rogers, Good morning!

I am sorry to involve you in this mess, but Mr. Hurst of the Solicitor's office of the Department of the Interior gave me your name and said I should contact you. Last week I forwarded his email to you. As you know by now, I am part of the Friends of Papago Park, a group of park users that is very unhappy with the misuse and destruction of desert areas in Papago park. Note that I personally have a 120 year attachment to the area, and as a child in the 1950s I was a constant visitor - I remember Papago park before all the leases and concessions, before McDowell and Gavin roads were built through the park and I have even listened to concerts from the steps of the old amphitheatre.

For over a year we have been sending emails and making phone calls to officials, government entities and even conservation groups, with little result. We have contacted everybody we can think of, including the State of Arizona Parks Board (see email below and attachments, sent August 3). Of course, as usual, we received no reply. Like it or not, the State of Arizona is involved in this "situation" and will be part of in solution, we hope. As also you know, the State used to own Papago Park. There are deeds and other documents relating to this with very clear stipulations about leases, use restrictions and even a revisionary provision if those requirements are not met. That is one way you are involved.

There is another: Papago Park received LWCF funding to build enhancements in Papago Park, in the 1960s. As chief of trails and grants, you are aware of the nature of these grants and the federal-state-city approval and funding mechanisms, as well as the legal implications.

Whatever our failings, we are committed, we are open about our objectives and, most of all, we are persistent. We also do research, trying to find laws and judicial cases that have issues comparable to those relating to Papago Park. Actually, legally, this has been a challenge, since Papago park is unique in many ways -- its history, its ownership and the web of legal entanglements over 90 years. We have found many cases where LWCF funding has placed serious restrictions on land use, much to the dismay of the owners, who wanted to use those parks for other purposes. Let me give you a few words to help: Cross Street Playground, Berkich Park and Shawangunks. There are others.

Lasse and I, both of the Friends of Papago Park, would like to meet with you about this, preferably in the afternoon, by video conference. We do this because we want to leave no stone unturned before we take other steps to resolve this issue. I, personally, am pessimistic about anything constructive being achieved, given the disinterest in the subject and unwillingness to get involved in a very complicated affair. Please surprise me. If you wish, you can invite a colleague to be part of the meeting also. Please advise Mr. Broscheid of this communication.

J. Arthur Deal

(Email below of Nov 6, from the Solicitor, included and forwarded to Az State Parks)

**Attachments sent in Email of  
11/09/2020 to Az State Parks**

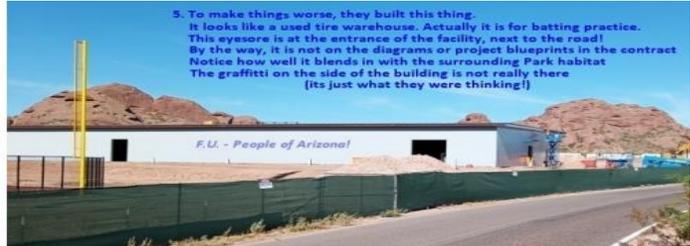
1. This is a private facility being built in Papago Park (Jan 2020)  
They told a modest old baseball facility, expanded the area, and then basically bulldozed it  
The City of Phoenix leased the area to Scottsdale, which subleased it to the Giants corporation.  
The contract says 36.75 acres. They are building on 45+ acres.  
The terms and conditions of the contract are very suspect, to put it kindly.  
The rent is \$4,750 / month, about 1/50th of commercial rates (Zillow), starting in 2022.  
This agreement is clearly a violation of the deed restrictions on five different title documents.  
All title documents stipulate that these lands are to be used as a Public Park,  
for recreation and public convenience.



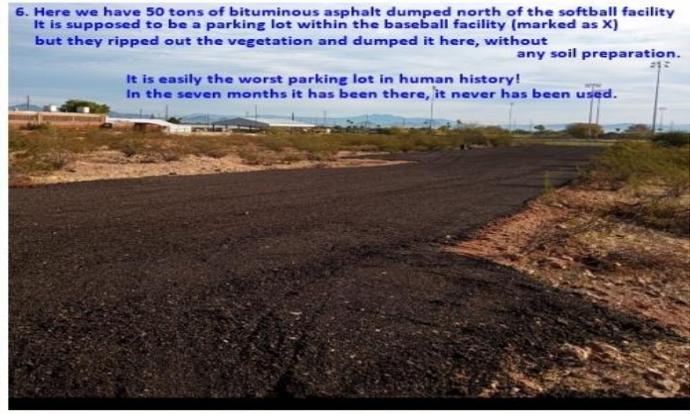
2. This is what is being done to Papago Park.  
They are building a private, enclosed, restricted-access facility  
for a 3-billion dollar corporation (Forbes) and giving it to them (full control)  
for chickenfeed (worse yet, tax-free chickenfeed, because the lease  
says that baseball is a "government activity")



3. This is what THIS area used to look like



5. To make things worse, they built this thing.  
It looks like a used tire warehouse. Actually it is for batting practice.  
This eyesore is at the entrance of the facility, next to the road!  
By the way, it is not on the diagrams or project blueprints in the contract  
Notice how well it blends in with the surrounding Park habitat  
The graffiti on the side of the building is not really there  
(its just what they were thinking!)



6. Here we have 50 tons of bituminous asphalt dumped north of the softball facility  
It is supposed to be a parking lot within the baseball facility (marked as X)  
but they ripped out the vegetation and dumped it here, without  
any soil preparation.  
It is easily the worst parking lot in human history!  
In the seven months it has been there, it never has been used.

**Early 2020**  
After  
7. Destroying 45 acres at the old baseball facility (Nov 2019 - July 2020)  
In July 2020 they devastated another 8 or 9 acres near the Zoo  
to build an unnecessary parking expansion



This is what the area looked like until June



This is the same area at the end of July  
Somebody really hates cacti, creosote bushes and palo verde trees



8. Another picture of this expanded parking lot for the zoo  
All this so visitors don't have to walk an extra 5 minutes from the stadium parking across the street

historical marker!

**Date:** Nov. 6, 2020 **From** Hurst **To** A. Deal **Re:** Title Questions and other important things  
(Solicitor's response to regarding our comments of title documents and chronology)

**From:** Hurst, John J <john.hurst@sol.doi.gov>

**Sent:** Friday, November 6, 2020 11:13 PM

**To:** J. Deal <jdeal@xxxx.xxx.com>; Putnam, Patrick A <patrick\_putnam@nps.gov>

**Cc:** Edelstein, Joshua A <Joshua.Edelstein@sol.doi.gov>; Cowger, Lane D <lcowger@blm.gov>; Andersen, James <jvanders@blm.gov>; Williams, Michael C <michael.williams@sol.doi.gov>; Friends of Papago Park <friendsofpapago@xxx.xxx>

**Subject:** RE: [EXTERNAL] Re: Friends of Papago Park - title questions and other important things

Dear Mr. Deal,

Your response to my email leads me to believe you misunderstood DOI's position. DOI is not giving a "green light" to any activity or "saying that all restrictions have been removed from Papago Park." Instead, after reviewing our own documentation, including the documents you highlight, we have determined that the United States has no ownership interest, reversionary or otherwise, that allows it to take any actions associated with the park. Nor does the National Park Service have any management authority over the land. As you noted, Papago Park was originally established as a national monument. However, Congress abolished the monument by special act on April 7, 1930 and later amended that act on July 7, 1932. At that point, what had been a national monument was returned to general public land administration and the National Park Service was no longer authorized by Congress to manage or control this land.

The statutory act allowing for Recreational and Public Purposes leases and patents has been amended several times since it was first enacted in 1926. The Act of June 4, 1954 (68 Stat. 173), provided for the 25-year limitation on the reversion clauses of previously issued patents. Because the patents for Papago Park were issued prior to this time, the 25-year limitation on reversion applies to the transfer of title/change of use certificates. It would not be until 1959 that Congress would again change the statute to abolish the 25-year reversion for all future patents.

Because the 25-year reversion expired in 1984, the United States no longer has any right or property interest in the land. If this case is brought to court, as you threaten, a judge will likely dismiss the United States because it has no cognizable authority or obligation in the matter.

Regarding your claims for violations of use of LWCF funds, I reached out to the Land and Water Conservation Fund's grant program. Any concerns regarding improper use of land developed in relation to LWCF grants may be raised with Mickey Rogers with Arizona State Parks & Trails. He oversees the LWCF grant program in Arizona. I spoke with him, and he asked that you contact him with your concerns. His contact information is:

Mickey Roger  
602-542-6942  
[mrogers@azstateparks.gov](mailto:mrogers@azstateparks.gov)

Sincerely,

John Hurst - Office of the Solicitor

**Date:** Oct. 29 **From:** A. Deal **To:** Hurst / Putnam **- Re:** Title Questions

**(Our response to government email saying they have no interest in this case. Officials always have grandiose plans to 'develop' the park)**

**To:** Hurst, John J <john.hurst@sol.doi.gov>; Putnam, Patrick A <patrick\_putnam@nps.gov>

**Cc:** Edelstein, Joshua A <Joshua.Edelstein@sol.doi.gov>; Cowger, Lane D <lcowger@blm.gov>; Andersen, James <jvanders@blm.gov>; Williams, Michael C <michael.williams@sol.doi.gov>; Friends of Papago Park <friendsofpapago@xxx.xxx>

**Subject:** Friends of Papago Park - title questions and other important things

So, the Department of the Interior is saying that all restrictions have been removed from Papago Park. That means that city officials can do anything they want, I guess. Somehow, I feel I am in a Groundhog Day time loop.

In my short life I have lived thru many proposals for aberrant, dodgy uses, I mean misuses, of Papago Park. See pictures. The giant saguaro Eiffel-tower like project would have been interesting. I can't find a picture of the 2008 Urban Land Institute (ULI) plan that wanted to build apartments there (I do have a copy of it somewhere), but I remember it well. Then there was the skating rink idea... it never ends. Now you want to give a green light to any and all grotesque ideas to "enhance" Papago park. Well, don't celebrate yet.



Please note:

- The 25-year expiration date in the Certificate you sent only refers to the "Change of Use" clause for the stadium, not the deed restrictions. Nowhere in any Land Patent, Title, deeds or Certificate is there any indication that "park only" restrictions can be canceled or would expire when aliens arrive.
- The references to the Recreation and Public Purposes Act of June 14, 1926 are interesting. That Act says "If the Secretary, pursuant to such an application, authorizes such transfer or use, all reverter provisions and other limitations on transfer or use, under this or any other Act affecting the lands involved, shall cease to be in effect twenty-five years after the Secretary authorizes the transfer or use for a changed or additional purpose under the provisions of this section". The only "use for a changed or additional purpose" explicit in the document was the 1960s baseball stadium. No other specific purpose or change use is found in any documents, particularly as related to a training facility for a private corporation, one closed to the public.
- The Certificate that you found (which we had not seen before) only cancels the revisionary provisions (giving back the land to the US), not the requirement for use as a "park, recreation, public convenience purposes".

- As a side note, the Recreation and Public Purposes Act, about the disposal of public lands, which you cite in the Certificate as a basis for your claim of disinterest in this matter, says: "Nothing in this Act shall be construed to apply to lands in any national forest, national park, or national monument, or national wildlife refuge... (Section 1 (c)). At that time, Papago park, then known as Papago Saguaro National Monument, was a National Monument.
- The 1954 Recreation and Public Purposes Act, a complete revision of the 1926 Recreation Act (44 Stat.741), states that "Patents issued under the Recreation and Public Purposes Act convey a restricted title since they contain certain provisions or clauses which, if not complied with, may result in reversion of the title to the United States. These provisions are..."2. the patentee or its successor in interest attempts to transfer title or control over the land to another, or the land is devoted to a use other than that for which it was conveyed without the consent of the Bureau of Land Management, title will revert to the United States...4. A stipulation that the lands will be used in perpetuity for the purposes for that they are acquired. The lease or patent may stipulate that certain provisions of the development program, including the management plan, may be subject to review by the Secretary of the Interior or his delegate". [https://www.blm.gov/sites/blm.gov/files/LandTenure\\_RecandPublicPurposesActInfoSheet.pdf](https://www.blm.gov/sites/blm.gov/files/LandTenure_RecandPublicPurposesActInfoSheet.pdf). The Lease is basically an attempt to transfer control over park lands, in violation of the 1956 Act.
- In that Act, there is the "stipulation that the lands will be used in perpetuity for the purposes for that they are acquired". The "In perpetuity" clause effectively voids the 25 year-expiration date.
- In fact, the 25-year time frame itself had already been repealed. "1959 Pub. L. 86-292 struck out sentence which provided that this section should cease to be in effect as to any lands patented under sections 869 to 869-4 of this title twenty-five years after the issuance of patent for such lands." This voiding of the 25 year "expiration" is also found in other government regulations. Do your homework.
- CFR Title 43 of the Recreation and Public Purposes Act, §2741.9 (Patent provisions) states that "(a) All patents under the act shall provide that title shall revert upon a finding, after notice and opportunity for a hearing, that, without the approval of the authorized officer: (1) The patentee or its approved successor attempts to transfer title to or control over the lands to another; (2) The lands have been devoted to a use other than that for which the lands were conveyed; (3) The lands have not been used for the purpose for which they were conveyed for a 5-year period; or (4) The patentee has failed to follow the approved development plan or management plan." The City of Phoenix is in violation of items (1), (2) and (4), this last relating to the disregard of the 2010 Master Plan.



- There are dozens of statements in the BLM and NPS websites that affirm that former park lands transferred to other governmental entities are to remain parks, not private company facilities. Since 1926, the preservation of park lands for public use and enjoyment has been a clear, consistent and continuous policy of the Department of the Interior.
- The 1997 Land Patent, pages 41 to 43 of the Title Documents, reaffirms the “city park only” restriction and makes no mention of any 25-year limitation on transfer or change of use. Note that this occurred 13 years after the claimed expiration.
- Your DOI-OIG email of Oct 26 makes no mention of the Title 40 violations or the misuse of lands receiving funds under the Land and Water Conservation Fund Act of 1965. Both of these are serious and motive for sanctions similar to those in the deed restrictions.

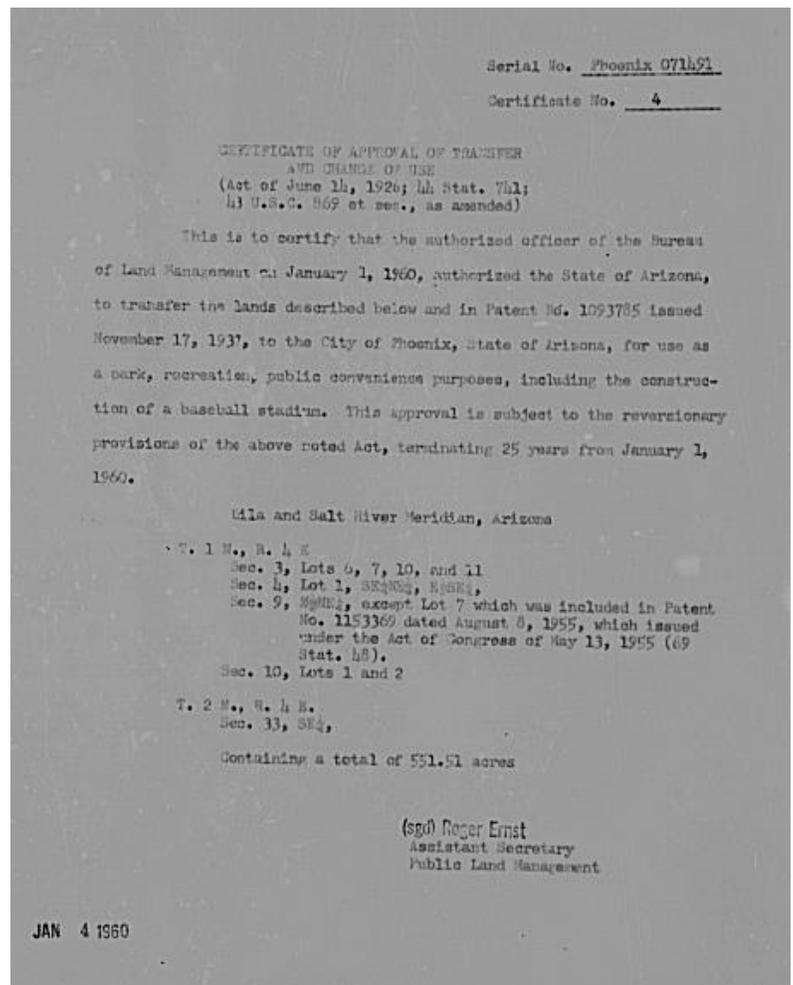
**Date: Oct. 26 From John Hurst; SOL-OIG-DOI To A. Deal - Re: Title Questions**

**(U.S. Government email saying they have no interest in this case, providing document attached for facility area with 25 year expiration. This is in response to requests for action made to DOI in April and threat do file injunction, of Sept 29)**

**From:** Hurst, John J <john.hurst@sol.doi.gov>  
**Sent:** Monday, October 26, 2020 6:28 PM  
**To:** J. Deal <jdeal@xxx.sxxx; Putnam, Patrick A <patrick\_putnam@nps.gov>  
**Cc:** Edelstein, Joshua A <Joshua.Edelstein@sol.doi.gov>; Cowger, Lane D <lcowger@blm.gov>; Andersen, James <jvanders@blm.gov>; Williams, Michael C <michael.williams@sol.doi.gov>; Friends of Papago Park <friendsofpapago@xxx.xxx>  
**Subject:** Re: Friends of Papago Park - title questions and other important things

The Bureau of Land Management reviewed its Papago Park files and the area of the new baseball fields. The BLM determined that the United States no longer has any property interest in the area. While there was a reversionary interest noted in the BLM’s Approval of Transfer and Change of Use (attached), that expired on December 31, 1984. Because its reversionary interest expired, the United States no longer plays a role in determining the use of the land. Nor will the land revert to the United States because of actions taken by the current owner. If you have any other

documentation that provides evidence that the United States still has a property interest, please provide it to me for review.



If you have any further questions, please feel free to reach out to me.  
Sincerely, John Hurst - Office of the Solicitor  
United States Department of the Interior, Phoenix Field Office

**Date: Oct. 22 From A. Deal To Hurst / Putnam - Re: Title Questions**

**(Email to U.S. Government thanking them for finally taking action. Notice that FOPP intends to go forward with injunction if response is insatisfactory)**

Re: Friends of Papago Park - title questions and other important things

To: Hurst, John J; Putnam, Patrick A

Cc: Edelstein, Joshua A; Cowger, Lane D; Andersen, James; Williams, Michael C; Friends of Papago Park

Mr. Hurst, Thank you for contacting me about this important issue. I spoke with Mr. Putnam today and I was told there would be a meeting about this issue on Friday (unconfirmed).

Lasse (Friends of Papago Park) and I have always been very open about our objectives. We believe that there are some very strange, improper and even irregular things going on in Papago Park, particularly in the baseball Facility under construction.

I want you to have the facts and then do your own research. I am sending parts -- about 12 pages - of a rough draft of an injunction we intend to file in a US District court in the near future. These should provide a good idea of the issue, or, at least, our understanding of it. The whole thing is at about 25 pages and includes a history / timeline of the park and also references to numerous other legal cases involving deed restriction on former US park lands or government grants of various types (not included in the attached document). I have spent hundreds of hours and I could not find even one in which deed restrictions of the type and circumstances like those for Papago Park were ignored. I am sure that Phoenix and Scottsdale have different views on this matter.

I have no idea what you will do. We will move forward with or without you. We are not lawyers, but we try our best. We hope our best is good enough; it may not be, but we will cross that bridge when we come to it. This whole thing is messy. I wish Phoenix and Scottsdale had listened to us last November when this thing started. I don't like the idea of lost jobs or causing financial distress to anybody, but...

Please understand this is not just about one project; for years and years Phoenix has been clearing parts of Papago Park for dubious projects -- the favorite being parking lots -- it is some kind of fetiche, I think. It has to stop but we have been ignored. Maybe an injunction with the threat of losing their most historic park (how embarrassing!) will get their attention, or maybe not.

We have tons of pictures showing the devastation inflicted on our poor park and we would be glad to provide them. If you need more information, let us know.

Thank you all for looking into this matter. It is very important to us. I have talked to hundreds of people and all of them without exception share our feelings. J. Arthur Deal

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**From:** Hurst, John J <john.hurst@sol.doi.gov>

**Sent:** Wednesday, October 21, 2020 10:12 PM

**To:** Arthur Deal@xxx.xxx

**Cc:** Edelstein, Joshua A <Joshua.Edelstein@sol.doi.gov>; Cowger, Lane D <lcowger@blm.gov>; Andersen, James <jvanders@blm.gov>; Williams, Michael C <michael.williams@sol.doi.gov>

**Subject:** Friends of Papago Park - title questions

Dear Mr. Deal,

I am an attorney with the Solicitor's Office in the United States Department of the Interior. I am in receipt of your October 6, 2020, email concerning Papago Park and your intention to ask a court for an injunction. I reached out to the local BLM Field Office, and they have access to the records related to the land patents associated with Papago Park. Because the land that was originally in the national monument has been patented to different entities, it would be helpful to know exactly where in the park you have concerns. That way, the local BLM office can review the records and then perhaps set up a meeting with you to discuss whether the deed restrictions are still applicable. If you are interested in such a meeting, please respond to this email with any relevant records, particularly those that would describe the exact location of the land at issue. Thank you and please feel free to call me if you have any questions.

Sincerely,

John Hurst Office of the Solicitor - United States Department of the Interior, Phoenix Field Office

**Date: Oct. 3 From A. Deal To Friends of papago - Re: My response , again**

**(This expresses displeasure with all government officials and lack of response from them)**

To: Friends of Papago Park

Sounds like a plan. I just want to make sure that some people (no names!) are very unhappy with what is going on. I don't believe for a minute that they will do anything to help us. Next week I'll send a letter to solicitor, since no word from Putnam, Sinema, McSally and Stanton. If I were an elected official, I would make sure every letter got a response, even if only "sorry, no can do". And we are supposed to like these clowns? After that, Plan I.

**Date: Sept. 29 From A. Deal To BIA, DOI, etc - Re: Possible Injunction**

**(This email sent to government officials about decision to request injunction)**

To BIA, Solicitor, Stanton, Cinema and Mcsally (sent individually, with minor modifications)

For nine months we have been trying to raise consciousness of the damage being inflicted upon desert habitat in Papago Park and the illegal nature of construction therein by a private corporation -- all this done with the approbation of City officials in Phoenix and Scottsdale. We have sent more than 100 emails and phone calls. Our efforts have been to no avail.

We requested that federal agencies in the Department of the Interior (Solicitor, OIG and BLM) review our claims of improper use of the park, examine the pertinent title documentation made available to them and, at the very least, and investigate these accusations to determine if there is merit to our claims. It has been months and we have received no response.

We have asked your office (name of authority here) to contact the DOI – Department of the Interior to voice support for that investigation. Note we asked only this – that you contact the Department of the Interior and request that it look at the issue and ascertain if there is merit to our concerns. We did not ask (your office senator/representative) to support this or to be against it. We only requested that tell the DOI that you believe that the alleged destruction of Papago Park is 1. a serious issue that worthy of their attention, and 2. that they investigate those allegations, and 3. express an opinion if those allegations are valid or not. As far as we know, you have not done this and the DOI has taken no actions. Therefore, we have decided to request an injunction from a US Court to halt the construction in progress and enforce the deed restrictions and remedies found in all Papago Park title documents. For example:

Papago Park used to be a US National Monument before it was transferred to the State of Arizona (and later to Phoenix). That 1937 transfer states: *“This patent is issued upon the express condition that the lands so granted shall be used only for municipal, park, recreation, or public convenience purposes, and if the lands or any part thereof, shall be abandoned for such use, such lands, or such part, shall revert to the United States”* (signed President Franklin D. Roosevelt).

The 1964 Deed of Sale (from the state of Arizona to Phoenix, states that *“this deed is issued upon the express condition that the lands so conveyed shall be used only for municipal, park, recreation, or public-convenience purposes”*. The 1964 deed also recognizes and specifically authorizes seven leases within park lands. These are: 1. Arizona Fish and Game department (later, the Zoo), 2. SRP, 3. Arizona Highways Dept, 4. City of Tempe, 5. Arizona Cactus and Floral Society (Botanical), 6. The Army (National Guard), and 7. Highway rights-of-way. These seven leases still exist today. There is no mention of a private facility for a Baseball corporation.

**The matter is simple. The injunction will compel a federal judge to examine the title documents and rule if the construction of an enclosed, restricted access, training facility for a private corporation is or isn't compatible with the concept of “public park, only” or “public convenience”. That is it.**

We will do this with reluctance, because it involves hundreds of jobs and millions of dollars spent by that corporation. Should this be action be granted, there will be a myriad of legal actions to determine consequences, responsibilities and recover costs. It will be messy. We have tried to reach an agreement with local city officials, but the response has been, in simple language, something in the order of *We own the land and can do what we want -- go cry over silly rabbits and creosote somewhere else*. Unfortunately, this drastic legal action seems to be the only way to protect historic public lands from this and further devastation.

This injunction process will include references to rulings in legal databases to other cases in which there were attempts by authorities in different parts of the country to use park lands for purposes inconsistent with the title covenants. We could find no cases in which deed restrictions on public park lands were invalidated.

We will also explain our reasons for seeking judicial recourse, since public authorities like (name here) and others have been unresponsive. It is important that the public know that their representatives in congress side with the rich and powerful rather than the public, even to the extent of blatantly ignoring covenants and restrictions intended to protect public lands.

**Date: Sept. 28: From A. Deal To Aguilar - Phoenix . Murphy - Scottsdale - Re: Emails and Phase IV (A reply about work around Facility, suggesting a restoration of old amphitheatre instead)**

To: Cynthia Aguilar; Bill Murphy

Bill and Cynthia, thank you for your emails of 9/22 and 23, respectively. It was really good to see you and talk to you. I believe you are, as I am, measured and dedicated.

As you know, my greatest concern is the baseball facility, which I consider much too obtrusive and incompatible with the original purpose of the park. The old Oakland As facility was very different – physically, legally and visually. It did not bother me much. In fact, one hardly knew it was there when standing in the parking lot in front of the softball facility. In all the years I have lived nearby, I never stepped foot inside that facility. The Giants facility under construction is a different ballgame. The trails and landscaping are nice, but that is putting lipstick on a pig.

I am serious about Phase IV. I see it as a way that all of us can come together and do something we all can live with, not to mention the joy that it will bring to millions of people in the Metropolitan area. In

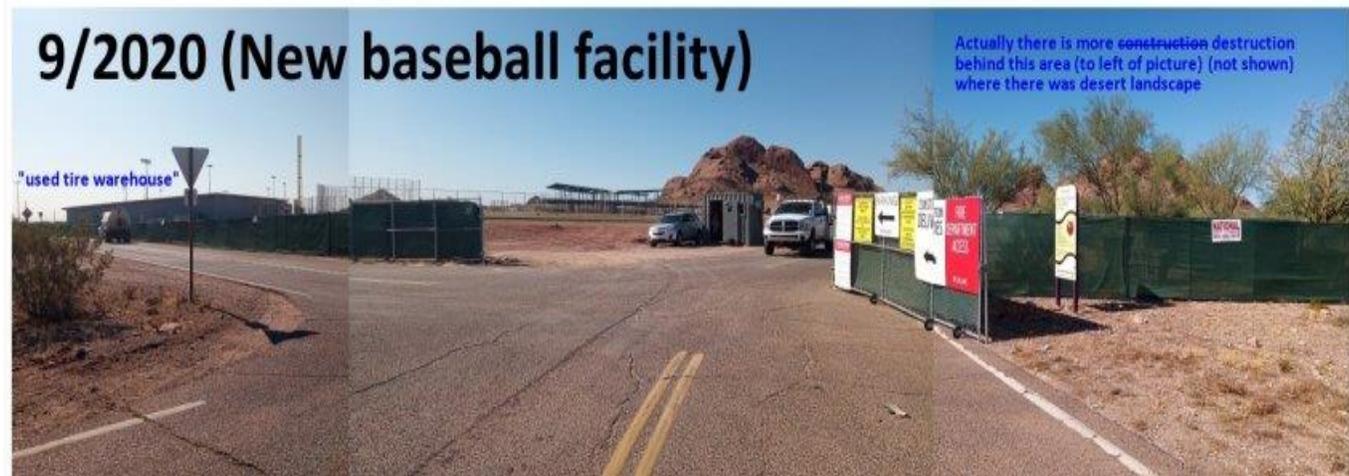
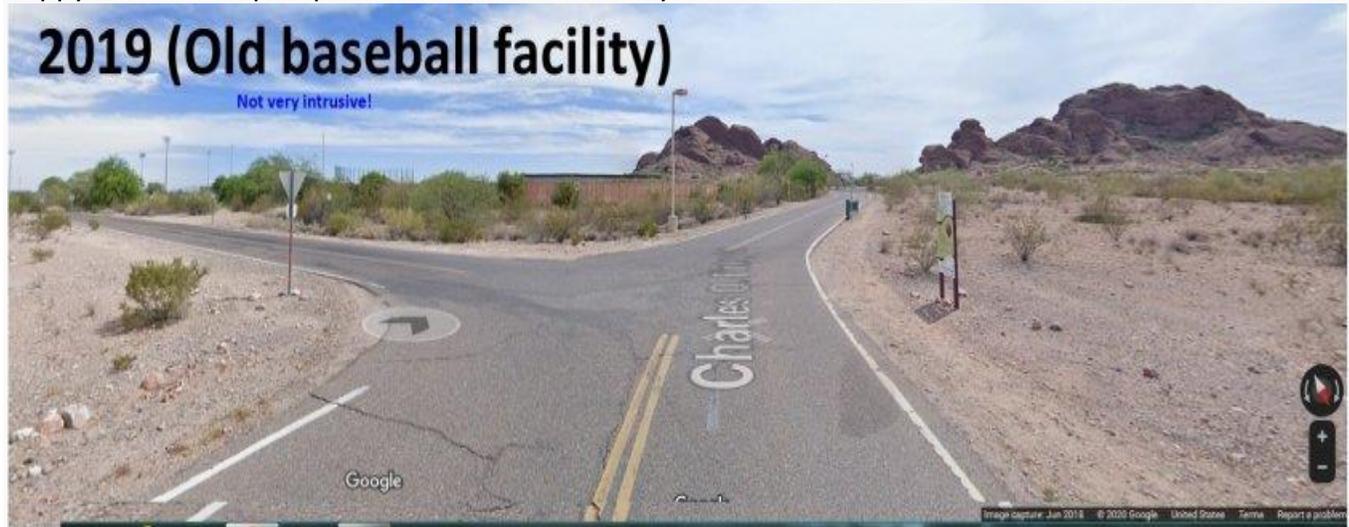
case you have forgotten, Phase IV is the restoration of the old amphitheatre as an open air, outdoor venue for concerts and other performances, with, of course, the necessary tunneling of Van Buren. If Phoenix and Scottsdale would get behind this, with grants, corporate sponsorships and donations, it can be done. It might even be less painful than other alternatives.

**Date: Sept. 28: From A. Deal To Phoenix Parks Board - Re: My Response to Parks Board**  
**(Sent to Phoenix Parks Board about devastation caused by new Facility, in response to reply from Chair)**

To: [dorinabustamente@xxxx.xxxx](mailto:dorinabustamente@xxxx.xxxx); [sporter@xxx.xxx](mailto:sporter@xxx.xxx); [masavi@xxxx.com](mailto:masavi@xxxx.com); pduarte@xxx.xxx  
+3 others Cc: Friends of Papago Park

Theresa, Thank you for your response, Personally, I feel that a major problem is that the Parks Board does not realize the true nature nor the extent of these so-called enhancements or how much sorrow and anguish these depredations cause to users of the Park. Now you know.

We hold firm in our belief that the zoo parking lot extension was unneeded and worse yet, added to the continuing destruction of the remaining native habitat in Papago Park. It seems that the first response to any expansion request or 'enhancement' to the City is "what can we bulldoze to make you happy?" Please help us put an end to this mentality.



Yes, Phoenix does own the park and a parking lot is a standard component of any park in the age of the automobile, but it is our belief that any construction that destroys the singular element highlighted in the creation of the park by both Presidents Woodrow Wilson and Franklin D. Roosevelt – that is, it's natural desert Sonoran flora and fauna – must be done with extreme reluctance and only after all other alternatives are exhausted. This was not done. As you know, the preservation of undeveloped natural areas has been documented as the number one concern of the public. Yet, by complicity, the Board has contributed to the destruction of 8-9 more acres of what little native vegetation is left. Once again, I must say the obvious: a Master Plan that can be changed at will is not really a Master Plan. You mention the fact that Papago Park is not a preserve. That is the problem. Had it been a preserve, the zoo parking lot and the baseball facility would not have been built. That is why the voters create preserves – to keep busy little fingers off of park lands.

See attached pictures of the baseball facility. Note that the 9/2020 image does not show the full area devastated -- there is a large area on the right (west side - not shown) that was scrapped clear and is now under development (see pictures). I will not even comment on the monstrous, horrible, ugly, hideous, disgusting used-tire warehouse at the entrance of the facility. Note also that the Oakland and Giants contracts are very different animals. The terms are different; the right of possession and use is different; the area occupied is different; the architectural and scenic impact is different, and so on. In simple terms, it is a give-away of public lands to a private corporation for chickenfeed monies. The vague notion of millions of dollars in savings and/or revenue used to justify these actions is never substantiated by facts. It is just a slick operation to extend public favor and funds to individuals and organizations which in turn support public officials and programs. The taxpayer is almost never benefited by these nebulous deals.

The whole idea that turning over a park to some entity is a glorious cost-saving measure is so ridiculous that I can only suggest, in the same vein, that the City of Phoenix turn over every single one of it's parks to nearby corporations and organizations. Think of the hundreds and millions of dollars the city would save without the cost of maintaining those lands, not to mention the economy derived from getting rid of park personnel. That is basically one of your arguments, so why limit it to our most historic park? A park is, by nature, an expense incurred for the public benefit and convenience.

Anyway, this is not over. Whatever your feelings on these two projects, I hope you will join us in opposing any further development, enhancement, or devastation (choose word according to your views) of Papago Park, and save what is left of the 23.8% of land classified as 'undeveloped desert landscape' in the 2010 Master Plan (and that was before numerous 'enhancements in last 10 years , not to mention the three times desert was bulldozed in 2020).

Theresa, please see that this gets to all members of the Parks Board. It is important that all representatives understand that some people feel strongly about what is being done to Papago Park.

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Good afternoon Mr. Lasse Norgaard-Larsen and Mr. J. Arthur Deal,

Your email was sent to the Parks and Recreation Board. Below is information Board Chair Tony Moya has requested we provide to you.

Thank you for sharing your concerns about the projects underway in Papago Park to expand the Phoenix Zoo parking lot and renovate the Papago Baseball Complex.

Regarding the parking lot project, an amendment to the Papago Park Master Plan was approved by the Phoenix Parks and Recreation Board during its April 2019 meeting. While this is not preserve land, the project includes a tree salvage and inventory plan, as well as a landscaping plan. The City of Phoenix owns

the property on which the Phoenix Zoo is located and the facility is operated by a non-profit through a long-term operating agreement with the City.

Regarding the baseball complex renovation, Papago Park has been home to a professional baseball complex since the City entered into an operating agreement with the Oakland A's in 1994. The A's used the facility through 2014.

In April 2018, the Phoenix City Council approved a 35-year Intergovernmental Agreement (IGA) with the City of Scottsdale to take on the operation and maintenance costs of the complex. The City of Scottsdale has subleased the facility to the San Francisco Giants, who are investing approximately \$35 million into improvements of the complex for use as its training facility. Those improvements include a new public multi-use trail that will follow the perimeter of the complex and connect with the park's existing trail system. It is anticipated that during fall 2020, the City of Scottsdale, in partnership with the City of Phoenix, will conduct a virtual public meeting process to solicit community feedback about the design of that trail.

It is also important to note that no taxpayer money is being spent on the renovation and that the IGA will result in approximately \$61 million in savings for the City of Phoenix. Additionally, community members will still have use of the Papago Baseball Complex during select times. As part of the IGA, after the Giants move from their current training facility in Scottsdale's Indian School Park, Scottsdale will make four lighted fields in Indian School Park, as well as Scottsdale Stadium and Papago Baseball Complex available for public use.

Best, Theresa - City of Phoenix, Parks and Recreation Department

**Date: Sept 22, 2020: From A. Deal To Phoenix/Scottsdale - Re: Papago Park Amphitheatre (Phase IV) (Expressing an alternate idea – instead of building the baseball facility, restore the amphitheatre) Papago Baseball facility Phase IV**

To: Cynthia Aguilar; Bill Murphy; Knorpp, Jon

Thank you both for your time this morning. I appreciate the care taken in the planning of new trails. I also would like to ask you to seriously consider the idea of restoring, enhancing and expanding the old amphitheatre. It is a long time dream of mine. Of course, putting 150 yards of McDowell underground is going to cost a chunk of money, but it would be consistent with the connectivity models in the Master Plan and the covenants defining land use.

Think of it, an open-air theatre for concerts, bands, theatre and other shows in the most spectacular setting in central Arizona. You would have 10,000 people show up for a Saturday evening performance, easily (a problem too, probably). The stone amphitheatre (also built by CCC in the 1930s) at South Mountain is gone as is the old bandstand in Encanto Park. This would give Phoenix an outdoor arena second to none for cultural events. It would be spectacular. You could get the Giants involved. Call it the Giants Extravaganza Outdoor Theatre. It would be wonderful.

I would forgive all your sins and trespasses if you did this for me. You would go straight to heaven. I would cease and desist and stop sending inefficacious emails to you, the State, US Representatives and Senators, the DOI, BLM, and NPS. I would abandon the court process idea. I would rest in peace.

Maybe a grant of some kind could be obtained.... Maybe a competition at ASU School of Architecture to design the facility. Maybe corporate sponsorships. We could do this.

J. Arthur Deal

**Date: August 31, 2020: From A. Deal To Senator McSally - Re: Papago Park**

**(Email about public sentiment regarding Papago Park. Sent to all government contacts)**

To: [Phoenix@mcsally.senate.gov](mailto:Phoenix@mcsally.senate.gov) Cc: Friends of Papago Park

It just keeps getting worse. Has the Senator contacted the DOI Solicitor's office and asked them to investigate the violations of deed restrictions on park title documents? I would love to post a confirmation of this on the 'Friends of Papago Park' Facebook page.

This is a copy of an email with replies about the latest episode of the destruction of our most historic park -- specifically the new expansion parking lot for the zoo, a private company. Please see my observations below. See comments.

I sent an email last Monday to the Board that oversees Phoenix parks about this. I called the 'contact' and she said to send it to her and she would forward it to Board members. Think was not done so I tried to find the emails individually and let those people know what the public thinks.

Unfortunately, the City of Phoenix continues to disregard public opinion and disrespect the integrity of Papago Park. While they may be entitled to build parking lots wherever they desire (unlike the illegal private baseball facility), it is not what the public wants. There seems to be a strange, unholy pattern of rushing to satisfy corporate (Giants, ASU, Zoo, etc...) demands at the expense of desert areas. One wonders what is going on in the back rooms.

Good news, for a change -- One more month of Summer. I am 73, born here -- and I can't remember a more miserable summer than this one in 2020.

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**From:** Friends of Papago Park <friendsofpapago@gmail.com>

**Sent:** Monday, August 31, 2020 3:42 PM

**To:** pgarciaduarte@xxx.xxx; john.furniss@xxx.xxx; masavi@xxx.xxx; s.porter@xxx.xxx; dbustamante@xxx.xxx

**Cc:** Theresa J Faull <theresa.faul@phoenix.gov>; Ryley.buchanan@phoenix.gov <Ryley.buchanan@phoenix.gov>; A. Deal

**Subject:** Re: To Park Boards -- about Destruction of Papago Park

**(Some public comments)**

Good day All, Our group 100% agrees. The sheer destruction that the City of Phoenix continues at Papago Park is in total violation of the Papago Masterplan and ignores the feedback from the residents.. What do people think? Look at our Facebook group with 700+ members. I'd encourage you to read some of the comments on there. Those are private residents and park users.

I have included a few direct quotes below:

- *They pave paradise to put up a parking lot - Ann O. McPxxxx*
- *Just what we need, more asphalt. - Mosley Lxxxx*
- *I hate to see this. Destruction of the desert for a parking lot that will be empty 90% of the time and doing nothing but collecting heat -Ken Lx*
- *So now we have TWO parking lots that sit completely empty for ten months of the year on opposite corners. The muni stadium is the perfect overflow lot. The city should have worked it out. This is sickening. - Laurie Sxxx*
- *They continue to destroy what we can't get back! All for a parking lot too, what a shame! -Armando Mxxxx*

- *This is so terribly sad and disrespectful of the limited space in the inner city. Generations in the future probably won't need all those new roads and parking areas and the heat island effect is only adding to the inner city heat and drought problem.*
- *I am very thankful that North Tempe Neighborhoods Association worked very hard and presented Tempe City Council with enough signatures to allow them to put Tempe's Papago Park Preserve on the ballot a few years ago. -Deb GxxxBxxxx*
- *I live (on) the otherside of the canal from this. We are totally getting jacked up down here. Tall apt/condos, no infrastructure and destroying the desert. First it was all the Arabian ranches, then destroyed a lovely mall in lue of dense building. Still nothing to do, just cram the people in. Please explain why in the exercise, health pushing generation, do we need a huge parking lot? I sure didn't vote on it. - Janet Kxxxx*
- *Why can't people just take the f#cking bus? -Jackson Oxxxx*
- *Yeah let's just expand the heat island even more. -Kyle xxxxxx*
- *What the hell. Like there isn't enough now. -Betty Bxxxx*
- *Rotten! -Dready Kxxxx*

Thanks Lasse Norgaard-Larsen / The Friends of Papago Park team

Web: <http://www.friendsofpapagopark.org>

**Date: August 31, 2020: From A. Deal To Poenix parks Board - Re: Papago Park**

**(Email about Zoo parking and loss of desert habitat)**

**To Park Boards -- about Destruction of Papago Park**

Mon 8/31/2020 2:39 PM

[dbustamente@xxx.xxx](mailto:dbustamente@xxx.xxx); [sporter@xxx.xxx](mailto:sporter@xxx.xxx); [masavi@xxx.xxx](mailto:masavi@xxx.xxx); [pduarte@xxx.xxx](mailto:pduarte@xxx.xxx) +1 other

Cc: Friends of Papago Park; Theresa J Faull; Ryley.buchanan@phoenix.gov

Last Monday I tried to send the email below to the City of Phoenix, to forward to members of the Park Boards. They would not give out individual emails (justly) so I asked a staff member listed as the 'contact' to do this. She said she would. On Wednesday evening I contacted a member of that group that I know and that person said my email was not received. Was it sent? Did the City of Phoenix 'kill' my email? Does it not accept criticisms of their actions? Or is it just slow bureaucracy and the email actually was passed on? I don't know. Anyway, I was able to track down a few names on the two Boards that handle park issues, so I am sending this directly to them. I apologize for the intrusion into your inbox, but I feel that you should know how many people feel about what they are doing to Papago Park.

For more than 8 months many people of been raising issues regarding the continuing devastation of Papago Park lands. Initially it was the Giants training facility (a breach of the deed restrictions and devastation of flora), then a never used sloppy asphalt dump and now it is the destruction of eight more acres for an unneeded Zoo parking lot.

The fact is that in my lifetime the area of Papago Park in its native desert state has diminished dramatically. I estimate that when a child going to the park (1954-60) perhaps 80-90% of the non-military area was desert. In the 2010 Master Plan only 23.8% is labeled as 'undeveloped desert landscape'. Since then they have extended the golf course into the desert, build unnecessary roads (for ASU) over desert, and who knows what else. Just in this last 12 months they have scrapped clean 3 different areas of desert vegetation for two parking lots and one illegal private, restricted access corporate domain.

I wrote the email below specifically about the new Zoo lot --- but the problem goes way beyond that one project. Sadly, the City of Phoenix Parks department does not give proper value to the history or desert scenery of the Papago Park. To them it is 'only dirt and a few bushes' or 'just desert'. The public thinks otherwise, but they don't care about them either. The Parks Depart. people always talk about improvements or enhancements but these always seem to result in less desert landscape. One reason I have written dozens of emails – with nothing to show for it – is that maybe next time they (the City) plans some 'enhancement' to Papago Park, they will stop and think "Oh no, more pesky emails from that old guy" before letting the bulldozers loose, again. Well, when the Park is all gone, I won't have to write these letters...



Please read the email below. Check the facts. Ask questions. View the 2 pictures. Note how Preserve funds are being used (too bad Phoenix didn't make Papago Park a preserve like Tempe did, but that was the voters, not City officials). I am attaching two photos – one of the Giant's facility and another showing the zoo parking lot extension, subject of the email below.

Lasse (leader of 'Friends of Papago Park') and I would like to meet with any Board members and give more information and answer any questions. A lot of people are unhappy with what they are doing to our most historic Park. Please pass this on to other Board members whose emails I could not find (easily). Thank you, J. Arthur Deal

**Date:** August 24, 2020 **From:** A. Deal **To:** Phoenix parks Board - **Re:** Papago Park

**(Why the new Zoo parking lot was unnecessary, but fits a pattern of disregard for desert areas)**

**To:** Ryley.buchanan@phoenix.gov <Ryley.buchanan@phoenix.gov>

**Cc:** Theresa J Faull <theresa.faul@phoenix.gov>

**Subject:** Observations about new zoo parking lot

Please pass this along to Tony Moya (Chair) and all Phoenix Park and Recreation Board members

First it was the unholy, illegal lease of Papago Park land to the Giants via a rather shady agreement with Scottsdale -- and the subsequent destruction of desert vegetation, now there is the gratuitous destruction of another desert area in Papago Park for an unnecessary parking lot at the Phoenix zoo.

I have investigated the Zoo matter to some extent and would like to make the following random observations:

- I have examined the zoo lease documents provided via public records request and none of them state in absolute terms that the City of Phoenix is obligated to provide all the parking wanted by the zoo.
- In the original contracts of 1/6/62 and another from 4/26/73 there is a requirement that Phoenix provide parking areas for the zoo. The obvious intention is that parking should be adequate and reasonably close (within 500 feet). The wording is vague but it does not require that Phoenix should meet all zoo parking needs for all occasions, upon demand.
- I take issue with the "more than 130 days annually" statement found in six different meeting agendas regarding present parking being insufficient. I would like the zoo and the city of Phoenix to explain the '130' figure given above.
- Rather than accept an unsupported, fuzzy number, I would like to see a tabulation of visitor and entrance fee data by hour/day for a full year. This would provide the means to calculate a fairly accurate trigger point after which the existing lots are full and traffic must be routed to the stadium parking – and thus arrive at a more precise number of 'overflow' days. I can do this for you, if you wish.
- From personal observation, I would guess that the needs for overflow parking beyond that in the existing four lots does not surpass more than 33 days per year, occurring only on Thursdays through Sundays during the "Zoo Lights" event (in 2020, between 11/27 and 1/19). Of course, that is just a guess because I did not foresee the need for precise data, although I could have easily have done this last year had I known what was at stake. As I have stated, except for a few evening hours during winter weekends, the present parking is perfectly adequate and the occasional additional walking required is minimal and does not affect most visitors.
- It seems to this person that the additional 750 parking spaces, requiring 8 or 9 acres of native desert land, is far in excess of any reasonable needs, even for the holiday season. However, since I have no data on zoo visitor numbers, it is hard to make judgments. Note that this 2020 expansion far exceeds the area of those done in earlier years (Lots B, C and D), authorized by an amendment to Lease 13960 of 1/23/1998.
- I, personally, have attended three Zoo Lights events in the last few years and have never had to use the Stadium overflow lot. I do know, however, it is frequently used at those times. Because I live near Papago Park, I see the families with children and strollers crossing Van Buren and going to the zoo during the holiday season.

- Let me put this in simple terms: the visitors will walk for two hours within the zoo to see the lights and exhibits but a small percentage cannot walk an additional five minutes to and from current stadium overflow parking, so we must absolutely destroy more desert terrain to solve this crucial problem. Does that summarize your thinking on the matter?
- I have also checked a dozen satellite photos of the zoo area taken in the last five years across four platforms, and in none of them was the main parking area anywhere near full. Of course these images are all daytime and in some cases the date/time stamp is vague. Even so, if the 130 days (35.6% of the year) number is correct, one would think that at least one photo, or even three, of the main parking lot would show full capacity. They don't; not even one.
- It is obvious that parking lot dimensions should never determined by a maximum theoretical "worst-case scenario". If that were the case, much of urban landscape would be blacktop. There are firms and sophisticated software that provide optimized dimensions and layouts for automobile parking according to economic activity. Were these used?
- Even if overflow parking is occasionally needed – as it is – this does not mean that there are no other solutions. The present stadium parking is, as far as I know, sufficient to meet this need, and the arguments based upon distance and security are beyond weak, since Phoenix police are always present at the intersection to ensure safe passage. There is also an engineering concept called a 'bridge' which might solve this problem, if it is a problem.
- The excuse of conflicting events using the stadium parking is less than convincing. I am sure you are aware that the stadium is now used by ASU, not a MLB team. The impact of this change on parking use is unknown, but I doubt that the University team will be playing games at that location every Thursday, Friday, Saturday and Sunday of the winter season. Just a wild guess.
- Note that the 4/26/1973 (lease 13960, item 10) contract does consider the parking problem and permits the zoo to operate a concession for transportation of visitors to/from the zoo. Why was this option not explored? About 50 years ago I had imagined a small railway running around Papago Park (similar to that in McCormick Park where my grandfather's locomotive from his years at Magma, Superior, 1940-1957, is featured). This could be planned to serve parking and provide a means to explore and access other features of the park (Botanical, Hole-in-the-rock, picnic areas, etc...). The ticket price could be deducted from the entrance fees.
- Another option not explored for the parking problem – real or imagined – would have been to consolidate the four existing parking lots into one. By removing barriers and small planted areas between existing lots, roughly the same total parking capacity could have been achieved without the need of a new lot build in a protected area. Yes, I am aware of the hydrographic issues for this option. Still, given the pandemic and limited use of these parking lots, this year would have been perfect to do this.
- Then there is the issue of destroying yet another "protected park zone", as defined in the 2010 Master Plan. The area was not very protected, is it? So the 23.8% of Papago Park labeled "protected park zone" and deemed "relatively undeveloped desert" in that document will now have to adjusted downward, again. What is the goal? Twenty percent? Ten percent? Zero?



Since this is the second unneeded parking lot built in the last year over native desert vegetation, one sees a pattern of disregard for desert flora.

- By the way, the second new parking lot mentioned above, which barely qualifies as such, has never been used. I refer to that parody of a parking area north of the softball facility. One wonders if there is a plan to make Papago Park one big dirty, asphalt parking lot. I will not even mention expanding the golf course out into desert areas. Is there a pattern here?
- Note that in the Master Plan the number one priority is to protect and preserve desert areas. Note also that at the very bottom of the list of desired amenities is “more parking”. So what happens? The City of Phoenix destroys native desert areas to build more parking.
- There is a clause in the Master Plan that says the protected areas are protected but, I repeat, but, they can be used if to “enhance the visitor experience”. Yes, people travel from Glendale and Casa Grande just to experience the enhanced joy of a new parking lot. It is almost as if that clause was included because they intended to use those protected areas anyway. One wonders what other desert areas will be sacrificed upon the altar of enhancement. Given the fact that that surveying teams have been observed this year measuring other areas of the park, one wonders again what expansions are being planned. Is the Botanical going to expand?
- The fact that the Master Plan can be amended by a simple vote of the committee means that the Master Plan is worthless. If City officials want to use any land designated as “protected desert” in that Plan they have only to talk about it for three minutes, vote among themselves, amend the plan and then let the bulldozers loose, like they did in July. Pronto. Problem solved – Now let’s build that skating rink in Papago Park like we wanted to 12 years ago.
- The reports or minutes of the meetings about changing the Master Plan or building the new parking areas Board have an item entitled ‘Public Outreach’, which, believe it or not, consists of a presentation by a member of a subcommittee or a city official (often one and the same) to a City board or committee. Strangely, there is no real public in public outreach.
- To add insult to injury, the agenda approving the new parking lot (6/26/2019) contains the recommendation that “any newly developed parking areas” should utilize “design components sensitive to, and compatible with, surrounding land uses while accommodating the natural features of the site that compliment recreational needs”. Yes, nothing says sensitive and accommodating to desert environment like 100 truckloads of asphalt; nothing symbolizes recreation more than a pile of gooey, bituminous pitch.
- It keeps getting worse: the 1/14/2019 Master Plan Update document authorizing the 750 new parking spaces, states – and I quote -- “zoo staff also provided additional information regarding future interior improvements and exhibits that would attract more visitors and validate the need for improving the existing parking areas and providing increased onsite parking opportunities”. So, the zoo is going to add improvements to justify the need for more parking, after they have built the parking. Isn’t that a backwards, horse and cart thing?
- While on the subject of future zoo improvements and exhibits, it seems to me that they are running out of land within the lease area (~121 acres). Is there a plan to expand the zoo? Perhaps the 8-9 acres could have been better utilized for this purpose – at least it would fit the “recreational” or “public convenience” requirements of the deed restrictions in the title documents to the park (unlike the 45 acres of the park given to a private, for-profit corporation to build a 36.76 acre enclosed, restricted-access facility – but that is another issue)

- From a walk-around, I calculated about 350,000 square feet of desert flora was destroyed – cleared, scraped clean – to build the new zoo parking lot, equal to about eight acres. The Ace Asphalt worker told me he thought the job was nine acres. I could not find a value for the total area of the new zoo lot in any of the documents I received. This area bulldozed is larger and somewhat different in shape from that of the ‘Area of Consideration’ in Attachment A of the 6/26/2019 document, but that is no surprise – what would be surprising is if they were to destroyed less desert than planned. That document also says there is no financial impact so I guess ACE is building the parking lot for free.
- One justification for selecting that area of the park to bulldoze for parking is, according to City documents, that it is “isolated from the other designated protected areas by the Zoo and its existing parking lots, Galvin Parkway and Van Buren Street“. Well, duhhh, nearby areas and many desert regions in the park are also isolated (i.e., surrounded) by the zoo, the golf course, the Botanical Garden, as well as streets, roadways and cement walkways. In fact, the protected desert area immediately to the west of the new lot is also isolated by exactly the same features. Is that desert area ripe for harvesting or is the City going to wait a while?
- Just when one thinks that all criticisms have been said about a bad project, that all possible condemnations have been uttered, one comes to the sign at the entrance of the worksite which proudly proclaims “Funded by the Phoenix Parks and Preserves Initiative“. So, we are now using Preserve funds to destroy (unpreserve?) desert lands in a park. Great. I doubt that is what the voters intended.
- I would like to remind you that the approved uses for sales-tax-based funds derived from the Preserve Initiative are “purchase land and create new regional, community and neighborhood parks, upgrade existing parks with better shade, green space, and recreational features, add more park rangers, lighting, security, and maintenance for parks and recreational facilities” and so on. Nothing about parking spaces for private companies operating under lease from the city.
- Finally, on 7/23/20, Lasse (of ‘Friends of Papago Park’ fame) and I had an online video meeting about Papago Park with City of Phoenix and Scottsdale officials, primarily to express our displeasure with the private baseball facility being built in violation of deed restrictions. We also touched on the continuing encroachment on the desert habitat of the park over the years. The meeting was cordial and City officials did say they understood our concerns and they recognized the need for more public input. At no time in that meeting did any Phoenix official (there were 3-4 present) tell us that the very next week they would start bulldozing another eight acres of desert for the expansion of the zoo parking. That is really disappointing – a serious lack of courtesy. Both Lasse and I had heard rumors that this was to happen but it would have been polite to hear an official in the meeting say “by the way, and you are not going to like this, but we start construction of another parking lot next week“. Yes, we don’t like it but we are not going to go ballistic, cry, have a fit or invoke some barbaric medieval chastisement in Danish, German, Spanish or Portuguese upon those present who defile Papago Park habitat. Well, not me, at least, maybe Lasse. We protest; we write letters or emails, and we hope that officials will do what is right, not what is commercially or politically expedient. We are reasonable people; we are serious adults; and we care deeply about the Park because of its historic and unique desert scenery, what is left of it.

**Date: August 5, 2020: From A. Deal To Knopp of Giants Re: Papago Park harassment**

To: Knorpp, Jon, Cc: Friends of Papago Park

Mr. Knopp,

Regarding your phone call yesterday I want to assure you that, although I occasionally speak with people around the training facility project, I will refrain from talking to any and all personnel who may either work your organization or related contractors. There is no point to this; they do this for the paycheck.



You may be referring to a quick polite, exchange I had earlier this week with a worker in front of a new construction gate at the facility. I was driving by when I noticed the new entrance and heavy-duty tire tracks into park lands across from that gate. I did stop and asked the gentleman there to make sure project trucks did not invade the park desert landscape. I pointed out the ruts from many tires into the park and line marks from the gate into the park and told him it looked like to me they were using park grounds as a waiting or turn-around area. He said it wasn't their work trucks doing that and that the marking were from work on underground electrical installations. I thanked him. The exchange lasted less than a minute. I took pictures (attached).

I would hardly characterize this as a matter of "harassing" your people. I am always polite and I don't have a mean bone in my old body. I just want people not to destroy the park. I think you understand because you mentioned similar feelings about the development around Reno when you were young,

I wish the Giants had not tied their burro to the Phoenix Park's hitching post. They are not

good stewards of public land and are often irresponsible. There are a lot of people that are very unhappy with them (see email following, from a person I do not know). When the issue of the continual destruction of Papago Park comes up, the Giants project will be right there with another dozen cases in which the City of Phoenix did not take their responsibilities seriously. Several months ago, I sent them an email simply asking them to commit to not develop or clear any more open areas of the park. They did not even reply. Then last week they bulldozed another 8-9 acres of the park for an unneeded parking lot -- land that was marked "Open space - not to be developed" in their own Master Plan, included as an encumbrance in your Lease. What were the Park officials thinking? Am I not to get upset about this?

So, I will not talk any more to facility workers around your project. Just in case the guilty party was not myself (because I did not harass anybody!), I am sending a copy of this to Lasse (The 'Friends of Papago Park' guy), asking him and his people also to not engage Giants personnel around the facility. We both are older guys and have beards, so sometimes we are confused one with the other). It might have been him.

One last thing, of all the sins committed against Papago Park in the last few years -- and they are many -- that ugly grey used tire warehouse at the entrance of your facility is the worst. Have you seen that thing? What were the Giants thinking?  
Sincerely, J. Arthur

**Date: August 3, 2020: From A. Deal To AZ Parks Board - Re: Papago Park needs your attention (Email to AZ Parks Board asking them to look into situation at Papago Park)**

To: [bob.broscheid@xxx.xxx](mailto:bob.broscheid@xxx.xxx); DLarsen; [jsefton@xxx.xxx](mailto:jsefton@xxx.xxx) +10 others

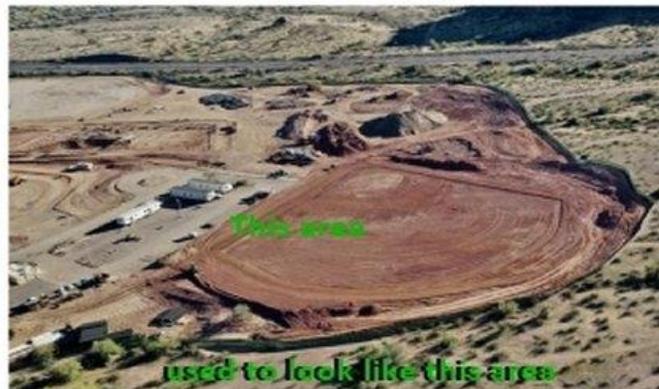
To the esteemed members of the ARIZONA STATE PARKS BOARD: Bob Broscheid, Dale Larsen, John Sefton, Lisa A. Atkins, Debbie Johnson, Shawn Orme, Terri Palmberg, Jeff Buchanan (I don't have addresses or emails for all, so please share. I apologize for guesswork.)

We need your help. They are destroying Papago Park. Every year they take a few acres of native desert landscape in Phoenix's most historic park and turn it into buildings, golf course extensions, ASU facilities, roads, sidewalks, parking lots and even business facilities for private companies.



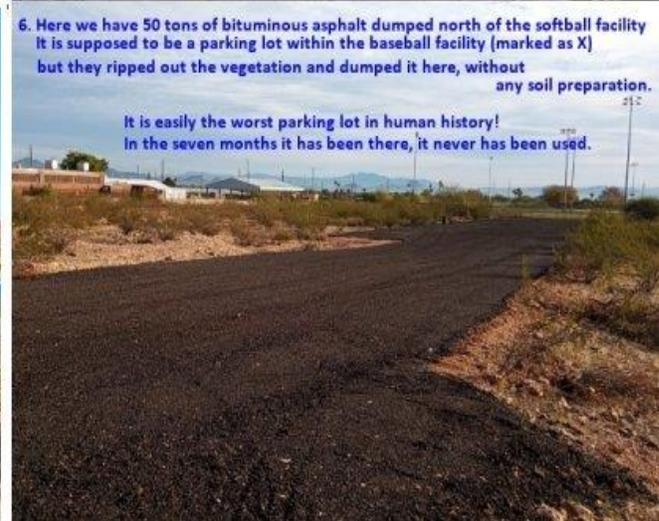
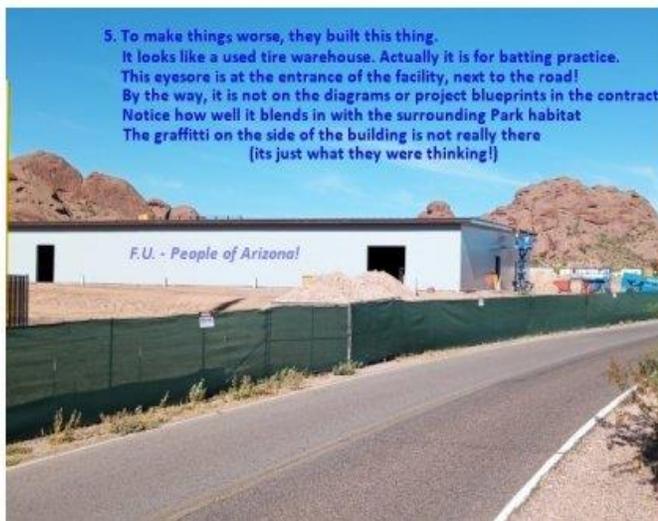
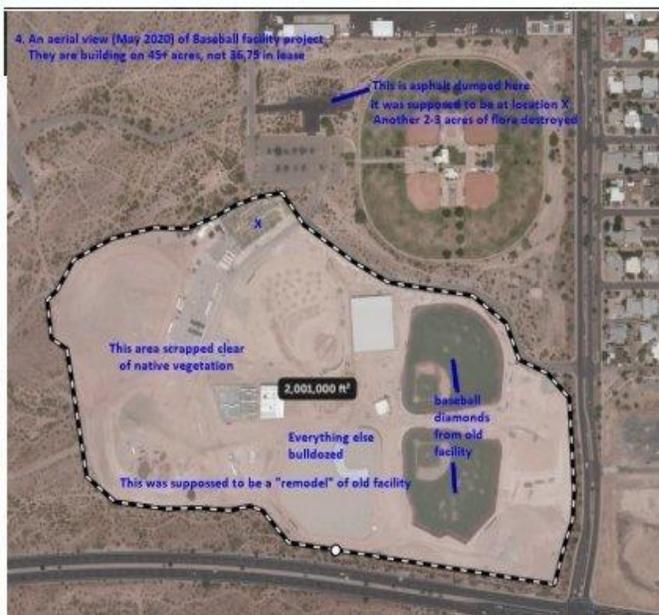
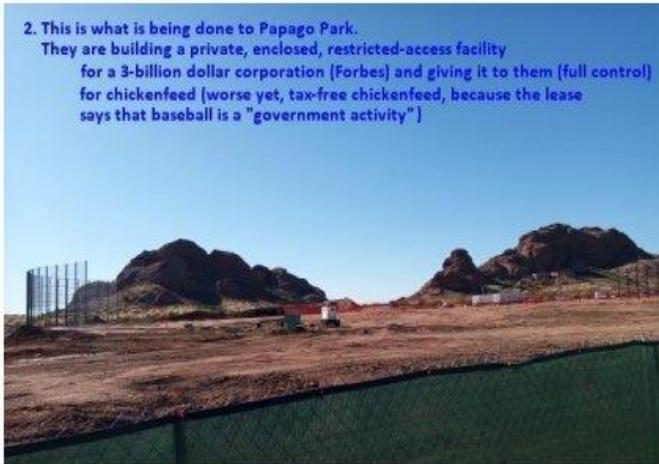
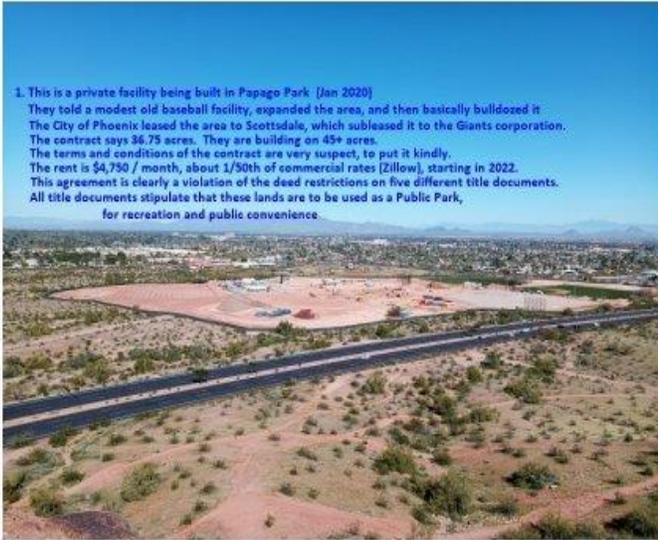
**In the Contract, this is called a 'remodel' of old baseball facility**

**Actually, they bulldozed the whole area, destroying 12+ acres of vegetation beyond the limits of old facility**



This year 45 acres of the area north of McDowell around the old baseball facility were bulldozed and given to a professional baseball team in a deal that can only be seen as very suspicious (full control, private, enclosed, restricted access, \$4,750/month or about 1/50th the going commercial price). This project included ripping up 15 acres of desert creosote, sage, palo verde and mesquite trees. Worse yet, the contract for this project stipulated 36.75 acres but they cleared and built on 45 acres. As if that weren't bad enough, they constructed an ugly building that looks like a used tire warehouse at the very entrance of

this facility -- and this monstrosity of a building was not even on the diagrams and blueprints in the November 2018 contract.



This last week, once again, the bulldozers scrapped bare another 8-9 acres near the zoo just off Van Buren for expanded parking. The need for this is very questionable since there already is overflow parking at the stadium facility, 1200 feet away or 5 minutes away, just across the street. The only time this parking is needed, as far as I know, is during the winter weekends for the Christmas Lights event. That is about 120 hours a year. What is really ironic is the sign in front of the parking construction site that says "Funded by the Phoenix Parks and Preserves Initiative". So, we are now using Preserve funds to destroy (unpreserve?) desert lands in a park. Great. I doubt that is what the voters intended. In fact, in the polling for the 2010 Papago Park Master Plan, the Number 1 concern was the preservation of natural spaces while the least desirable outcome was for more parking. So what do they do? They destroy natural vegetation and build more parking.

There has also been a third incident in Papago Park this year in which native vegetation was scraped and removed. I refer to the world's worst parking lot, located just north of the softball facility and never used. This is supposedly an overflow parking area that was to have been inside the baseball facility compound but somehow was dumped (literally) 100 yards to the North. You can't make this stuff up.

The State of Arizona has the power to act and stop this continual devastation of Papago Park. It used to belong to the State. All title documents relating to the sale and transfer of Papago Park from the US Government to the State of Arizona and then to the City of Phoenix contain clear deed restrictions stating that the land is to be used as a public park. All documents also contain clauses allowing the US Government or the State of Arizona to verify compliance. Quoting from the 1959 Sale / Certificate of Purchase from Arizona to Phoenix: "issued on the express condition that said lands be used only for municipal, park, recreation, or public convenience purposes" and "a representative or committee for the State Parks board may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions herein set forth are being complied with." Note also that the same document lists the permitted leases allowed to occupy park lands (Army, Highway Department & Rights of Way, Tempe, Botanical, Zoo, and SRP). Furthermore, the document says that Phoenix is "hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park".

In spite of these clear stipulations, the City of Phoenix has leased land to a private 3-billion dollar corporation (not in the permitted leases) to build an enclosed training compound (restricted, non-public, not a park) for professional athletes. Furthermore, it has ceded control over that area by accepting the contractual constraints derived from a "quiet enjoyment" clause in that lease.

A detailed description of all the devastation of desert flora and fauna in Papago Park over the years can be had on the "Friends of Papago Park" Facebook page. The present letter only concerns itself with the destruction of vegetation and misuse of the park this year (2020). For more than six months I and others have been trying to make City officials understand that Papago Park is to be used as a public venue, not as a land bank for whatever whimsical purpose they can imagine. They do not seem to understand that there are people who enjoy actually native Sonoran desert scenery. They do not respect the park and they certainly do not seem to understand the concept of "deed restrictions".

I ask the Arizona State Parks board to avail itself of its prerogative and contact the City of Phoenix about these unfortunate happenings. Please put this on a meeting agenda. We will gladly provide copies of deeds, contracts, leases and other documents relating to this issue. I am including some pictures also, for your consideration. We have also asked the US Department of the Interior to look into this matter.

Please help us save Papago Park. We may not be able to undo the damage done this year by these projects, but maybe the City of Phoenix will think twice next time before letting loose the bulldozers to

inflict further destruction on this park. We will not give up. This, I know, is a sensitive issue, and nobody wants to mess with the City of Phoenix. All I can say is 'do what is right!'.



PS: I am attaching photos and copies of documents relative to this issue. Seeing is believing. I am also sending a family photo of my grandfather, taken in 1898, near Papago Park. He worked for William J. Murphy, the guy that developed Arcadia, helped build the Arizona Canal and much of north central Phoenix.

PSS: I am also taking the liberty of including the email below, sent yesterday by a person I have never met. The text perfectly expresses the thoughts of so many users of the park.

----- Forwarded message -----

**(One of many emails sent to officials asking them to act responsibly and protect Papago Park)**

From: XXXXXXXXXXXX

Date: Sun, Aug 2, 2020, 12:22

Subject: **Stop Developments in Papago Park**

To: [inger.erickson@phoenix.gov](mailto:inger.erickson@phoenix.gov) <[inger.erickson@phoenix.gov](mailto:inger.erickson@phoenix.gov)>, [cynthia.aguilar@phoenix.gov](mailto:cynthia.aguilar@phoenix.gov) <[cynthia.aguilar@phoenix.gov](mailto:cynthia.aguilar@phoenix.gov)>, [scott.covey@phoenix.gov](mailto:scott.covey@phoenix.gov) <[scott.covey@phoenix.gov](mailto:scott.covey@phoenix.gov)>, [Gregg.Bach@phoenix.gov](mailto:Gregg.Bach@phoenix.gov) <[Gregg.Bach@phoenix.gov](mailto:Gregg.Bach@phoenix.gov)>, [council.district.6@phoenix.gov](mailto:council.district.6@phoenix.gov) <[council.district.6@phoenix.gov](mailto:council.district.6@phoenix.gov)>, [mayor.gallego@phoenix.gov](mailto:mayor.gallego@phoenix.gov) <[mayor.gallego@phoenix.gov](mailto:mayor.gallego@phoenix.gov)>, [Council.District.8@phoenix.gov](mailto:Council.District.8@phoenix.gov) <[Council.District.8@phoenix.gov](mailto:Council.District.8@phoenix.gov)> Cc: [ed.montini@xxxx.xxx](mailto:ed.montini@xxxx.xxx), [joanna.allhands@xxxx.xxx](mailto:joanna.allhands@xxxx.xxx)

*Over the last several years Papago Park has been subject to developments which completely disregard the master plan which was adopted with public input in 2010. The most recent development is the parking lot under construction for the Phoenix Zoo which is in an area designated "undisturbed park" in the master plan.*

*There is also the expansion of the Papago Golf Course, The Papago Golf Course access road, the expansion of the Papago baseball complex and the poorly constructed 5k sidewalk through the western portion of the park.*

*All of these actions show a lack of stewardship for the park by decreasing open spaces and disregarding the public planning process.*

*There needs to be accountability for park management. Who is making the decisions to irreversibly reduce Papago parks open spaces?*

*Papago Park is a unique and irreplaceable asset that needs to be preserved as open space and not open to development for ASU, the Zoo or any other entities.*

*Best,*

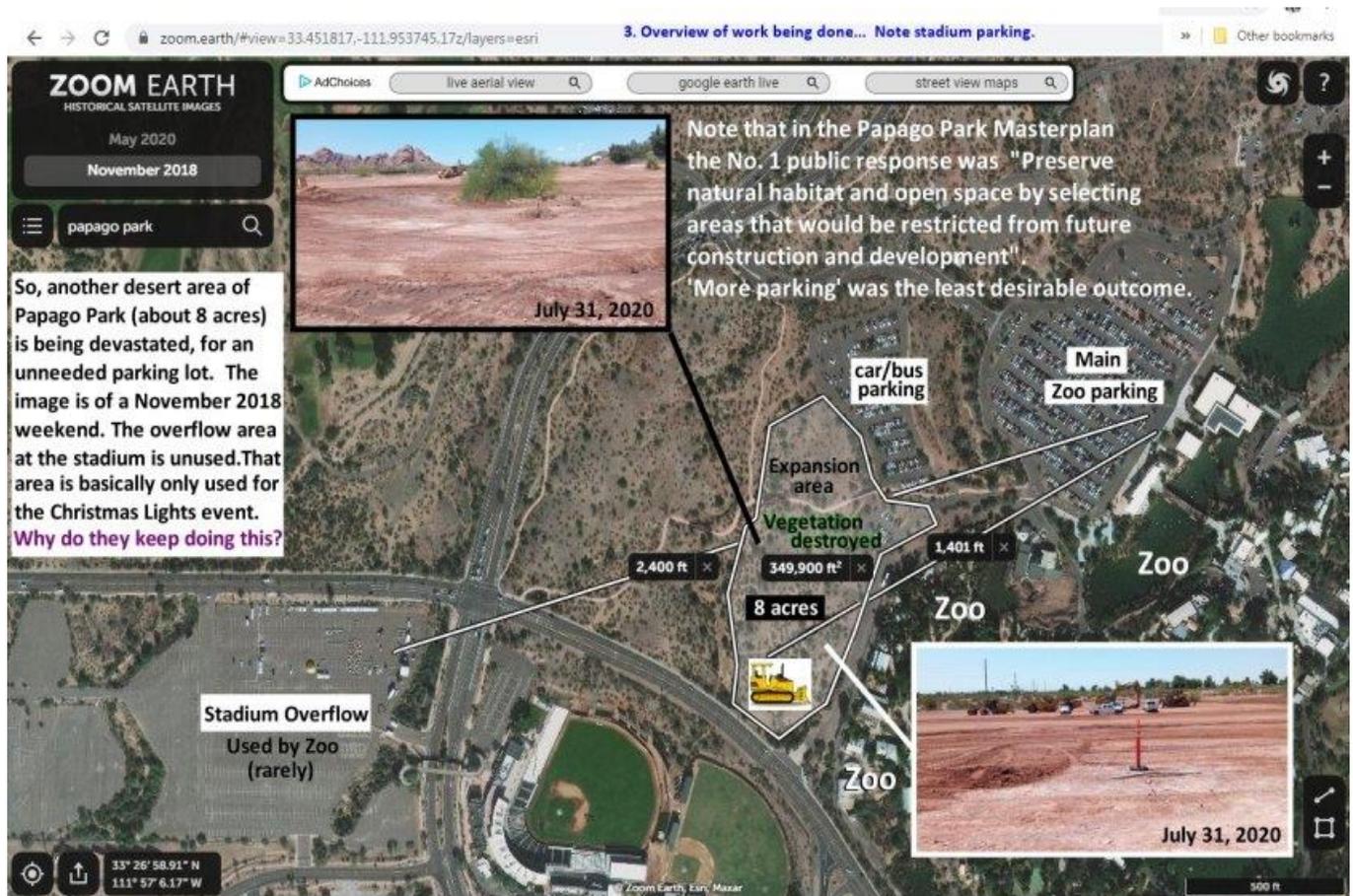
*XXX YYYY ZZZZ - 5555 E Cheery Lynn Rd - Phoenix, AZ 85016*

**Date: August 3, 2020: From A. Deal To ZOO and Phoenix - Re: Zoo Parking**  
**(Complaint about new Zoo parking extension – more disregard for desert landscape)**

To: [ncastro@xxx.xxx](mailto:ncastro@xxx.xxx); [jwilkes@xxx.xxx](mailto:jwilkes@xxx.xxx); [hwilliamson@xxx.xxx](mailto:hwilliamson@xxx.xxx); Kschutz@xx.xxx

Cc: Cynthia Aguilar; Inger Erickson; Friends of Papago Park

I can't believe I am writing this – or, at least, that I have to write this. The issue is the new parking lot on Van Buren. As you may know, I feel strongly about the native habitat of Papago Park and I oppose any further destruction of desert flora. This zoo parking expansion, following the devastation caused at the baseball facility, is adding insult to injury, particularly because it came one week after a video meeting with park officials from Scottsdale and Phoenix, during which they said they would try to do more community outreach/input.



This week I became aware of paving work being done for your organization. Not a word was said about this new incident in that meeting. I had heard rumors of a parking expansion, but it always grieves me to actually see desert landscape scraped bare for spurious purposes -- in this case an unnecessary asphalt lot. I visited the worksite and I am dismayed by the devastation inflicted, once again, upon our most historic park.

I was in doubt as to who actually owns the parking areas, so I pulled an old file and used geometric imaging resources to determine that, in fact, that Phoenix owes the parking facilities and the Zoo does, in fact, occupy the 120.62 acres in the 2003 (amended in 2014) contract. I calculated 121 acres, which is

pretty darn close. Good for you. On the other hand, I am still missing 8+ acres from the 108.67 in the 1964 deed to Fish & Game up to the 1997 authorized expansion, but that, as well as the story (and documentation) of how the fisheries became the Maytag zoo which became the Arizona Center for Nature Conservation (aka, dba, the Phoenix Zoo, a private company) is a topic for another day. It is of no interest to the current issue.

The current issue is the unnecessary destruction of desert for an unnecessary parking lot. I did some checking and it seems that the Zoo is innocent of direct responsibility for this outrage. The work is being done (and paid for) by the City of Phoenix. Of course, I am sure that you folks certainly said something like “Hey, we need more parking” to your landlord, but, then again, it seems that any excuse to send in bulldozers is good enough for Phoenix.

I drive by the Zoo several times a week and so I am somewhat familiar with traffic patterns and parking logistics of that area. I am aware of the asymmetric nature of the parking load for a weekend-intense activity and the difficulties it presents. Even so, I figure that that excess parking is directed to the Stadium overflow area across Van Burn for less than 180 hours a year on 10-12 weekends, almost exclusively during the Christmas Lights event – and that is a very generous figure. Most of the time, even when used, the occupancy of that overflow parking is minimal. So, for as negligible problem, you collaborate to kill eight acres or so (my calculation, the ACE asphalt guy said 9 acres) of desert landscape. Not considering the new entrance (not really new, that is where the entrance to the old Maytag zoo was, not that anybody remembers); the walk from this new lot would be 1,400 feet versus about 2,400 from the stadium lot. That is 5 minutes more of good, healthy exercise lost.

I tried to find good attendance and financial data (Form 990) for the zoo to see if I could plot optimum parking requirements for a zoo-type venue with local parameters, but just knowing visitors/year data is much too imprecise without daily flow data and user profiles. There must be an algorithm for this, but that is for another day. One thing is sure: you do not dimension parking for worst case scenarios, as seems to be the case here.

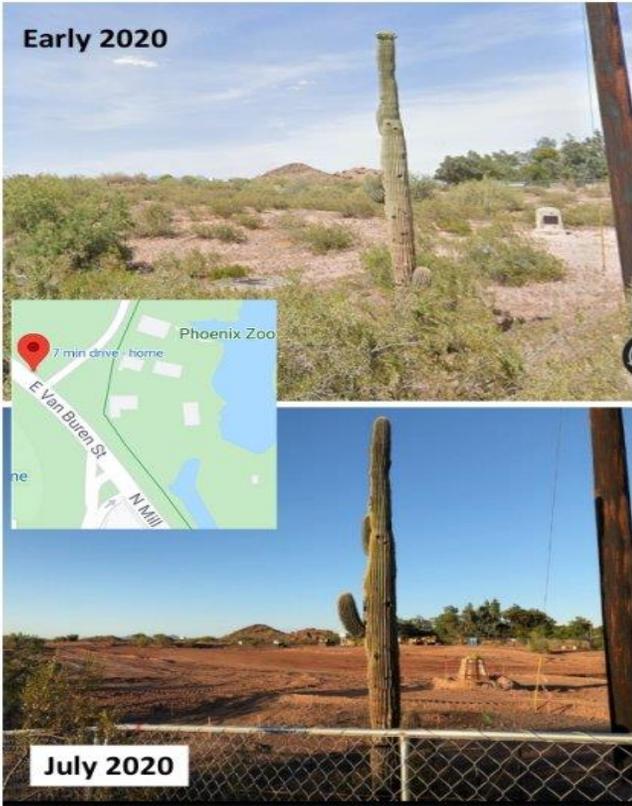
I did see that the Phoenix Zoo is well regarded in the charity evaluation sites. Congratulations. One thing I found strange was the lack of monthly financial and statistical reporting requirements in the contract with Phoenix – and no revenue sharing. My old boss in a very large European multinational would have had a heart attack with the munificent conditions of the 2003 contract – but that was another life in another country.

Back to the parking expansion issue... It is probably a done deal but it ain't right. I hope in the future the Zoo will not be complicit in the destruction of desert vegetation. I say this kindly because I am a big fan of your establishment. You do good work for the people of Arizona.

What is really ironic is that the sign out in front of the parking site says “Funded by the Phoenix Parks and Preserves Initiative”. So, we are now using Preserve funds to destroy (unpreserve?) desert lands in a park. Great. I doubt that is what the voters intended. In fact, in the polling for the 2010 Papago Park Master Plan, the Number 1 concern was the preservation of natural spaces while the least desirable outcome was for more parking. So what do we do? We destroy natural vegetation and build more parking. *Homo Sapiens* is really a lost cause, a plague upon the earth.

Sincerely, J. Arthur Deal

**Date: July 29, 2020: From A. Deal To: Mr. Putnam - Re: More destruction at Papago Park**  
**(Email showing before/after photos of destruction caused by new zoo parking)**



To: Putnam, Patrick A  
 Cc: Friends of Papago Park  
 Mr. Putnam,

This week a member of the Friends of Papago Parks group notified Lasse that they are bulldozing an area near the old entrance of the (Maytag) Phoenix zoo. Until last week this was open desert sage; now it is behind a fence and the vegetation is gone (see picture). We do not know the purpose of this project, but it is probably another one of the unending "improvements" that always result in less park. Just last week Lasse and I talked to the Assistant Director of Phoenix Parks, who admitted that they "need to be more open and do better outreach to the community" -- and then they do this, without telling us or any public input! It can't be an expansion of the zoo because the zoo has been basically closed for 6 months.

As I said, the Cities of Phoenix and Scottsdale do not see Papago Park as a park; to them it is just a land resource to be used as needed without regard to the intended purpose for which the park was created. Respectfully, Arthur Deal

**Date: July 24, 2020: From A. Deal To Phoenix and Scottsdale - Re: Meeting about Papago Park**  
**(showing Facility on top of POW camp and changes to Project layout, different from Lease contract)**

To: Cynthia Aguilar; Bill Murphy; Walsh, Chris; Larry Polk; Joe Diaz; Friends of Papago Park

Thank you, again, for talking with us. I had given up meeting with Phoenix and Scottsdale and was pursuing other options, but I prefer to work with you, if you give us a chance.

First of all, I understand both government bureaucracy and corporate projects – I have some experience in both. I know that there is what is right or what one ought to do and there is what one can actually do – and we may be talking the latter here. Adding the fact that the baseball project is perhaps halfway complete complicates the issue.





the best show in town from the best location. The acoustics are superb and thousands would come for performances every weekend. You have nearby parking at the ball fields. Do this for me and all is forgiven. Let's do something wonderful together.

BTW, I am in the Lease and Sublease. Note the diagram (see picture above) showing an extensive land bridge in the 2010 Master Plan, included in those documents. Somebody wrote "Good idea, do whole street!" and "tunnel whole of McDowell" on the map -- looks a lot like my hand writing.

**Date: July 16, 2020: From: A. Deal To Mr. Putnam - Re: Papago Park Meeting**  
**(Email to Mr. Putnam, NPS/BLM official that visited Facility site. Detailed explanation of deed restrictions that specify that Papago Park is to be used as a park, not a private company compound)**

Dear Sir:

Thank you for one hour of your valuable time yesterday for us to explain why we believe the Papago Park baseball facility project is incompatible – and thus illegal – with the stipulations in title documents for that park -- all of which declare that those lands are to be used as a public park. One needs to look no further than the 2018 Lease document, from Phoenix (Contract CON148862-0) to Scottsdale (Contract 2018-201-COS) to substantiate this fact. This 173-page contract is attached, in three parts due to file size limitations, as follows:

Pages 1 to 36 – the lease itself (pages 1 to 26), with terms, conditions and stipulations between the two parties. This section includes Exhibit A (pages 27-29) with a legal description of 36.75 acre land; Exhibit B (page 30) presenting a diagram of land area; Exhibit C (page 31) showing a Conceptual Trail Plan; Exhibit D (page 32) with an Enlarged Site Plan; and Exhibit E (pages 33-36) presenting Insurance requirements.

Pages 37 to 54 – This section, collectively termed Exhibit F, contains five historical title documents relating to Papago Park lands ceded by the US government, as follows: Exhibit F (pages 37-39) containing the **Act of April 7, 1932** abolishing Papago Saguaro National Monument and transferring the land to the State of Arizona; Exhibit F (pages 40), containing the 1957 **Certificate of Approval of Transfer and Change of Use**, authorized by the US Secretary of the Interior; Exhibit F (pages 41-43) contains the **Patent** Transfer to Phoenix for city park only, stipulating 1964 Civil Rights conditions;

Exhibit F (pages 44-49) is the 1964 **Deed** from State of Arizona to city of Phoenix with description of property, use restrictions, permitted leases and prohibitions; and Exhibit F (pages 50-54) contains the **Certificate of Purchase** with Conditions and requirements.

Pages 55 -173 – This is the 2010 Papago Park Regional Master Plan, included in its entirety. The Sublease document, from the City of Scottsdale to the Giants LLC, basically mirrors the Master Lease, with minor variations in terms and financial conditions.



The astonishing thing is that all of the title documents presented in Exhibit F contain deed restrictions requiring that Papago Park lands be used for, I quote, park and recreational uses, city park only and municipal, park, recreation, or public-convenience purposes. Inexplicably, Article 18.2.6 (e) of the Lease states that Phoenix has no knowledge of any restrictions, claims or reservations that would affect the Facility, except that enumerated in Exhibit F. It is almost like they didn't read their own document, or the people who added Exhibit F to the Lease never talked to the people who wrote first 36 pages. Even the severity of the penalty included in the title documents in case park lands are not used as intended does not seem to register with city officials.

To add insult to injury, the lease in its first page contains a statement about the following the 2010 Master Plan – which is included in the Lease (Pages 55-173) – yet that document makes no mention of building a baseball training facility or of expanding the old baseball field area.

It appears that the lease is a pro forma document divorced from reality. There seems to be an informal arrangement between the three parties that dictates the terms and execution of the project. I refer not just to the appalling financial terms, but the fact that the construction itself is not being governed by the technical schema included in the lease, in terms of buildings or extent. Yesterday, before our meeting, I obtained a fairly recent satellite photo and was able to calculate the area of this project. The private, enclosed compound under construction now appears to occupy 45.6 acres (see attached photo), not the 42 that I had estimated, much less the 36.75 acres in the Lease. Compare that photo with the diagram in Exhibit B (page 30). So another 8.6 acres of native habitat is destroyed. Then there is that parody of an "overflow" parking lot (never used) that was dumped north of the softball facility which was supposed to be in the 36.75 acre project area – resulting in another 2-3 acres of desert obliterated. It never ends.

As I told you, the problem is not just this project; it is the sad fact that this encroachment on simple, plain desert landscape like that which we walked through has been going on for years. City officials do not seem to consider the desert areas of Papago Park to be a park, but rather a land resource to be used as needed for any scheme that meets their fancy. This is why the people of Phoenix passed the Phoenix Parks and Preserve Initiative – to save desert lands from developments like this. Unfortunately, Papago Park, our most historic park was not included in this legislation.

According to its website, the Department of the Interior (DOI) conserves and manages the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, not private corporations. Article 4, §3, Cl. 2 of the US Constitution provides that "The Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory and other Property belonging to the United States." The power over the public land thus entrusted to Congress is without limitations (United States v. Gratiot, 14 Pet. 526, 537). The NPS website states that since its inception in 1949, the Lands to Parks program has transferred about 184,000 acres of land to state and local governments for parks and recreation use. It also says that the National Park Service continues to work with communities to ensure this land remains available and used for public parks and recreation in perpetuity and to protect important natural and cultural resources. I ask that the DOI use those powers conferred to it to save Papago Park. Please don't make me ask the NPS to revise that acreage to 183,954.4 acres.

Once again, thank you for listening to our views on this issue, for asking relevant questions and requesting copies of documents relating to the history and intended use of Papago Park.

**Date: July 13, 2020: From: A. Deal To Senator Sinema - Re: Need Assistance**

**(This letter was also sent to Senator McSally and Representative Stanton, asking them to contact DOI and express support for an investigation into misuse of Papago Park)**

To: [contact@sinema.senate.gov](mailto:contact@sinema.senate.gov); margaret\_joseph@sinema.senate.gov

Note: I left the letter below at your Phoenix office, which was closed. I want the senator's staff to contact the listed Depart. of Interior officials to express support for an investigation into the building of a private facility in a public park. Update: Today (7/13) I received a notice from the DOI saying they want to hear more about this problem. Even so, please contact them and tell them they must verify if Papago Park is being used as intended. Please confirm receipt of this email. Thank you. J. Arthur Deal

To  
The Honorable Kyrsten Sinema  
United States Senate

The purpose of this is to request that your office contact the Department of the Interior (DOI) to express support for an investigation into the manner in which lands in historic Papago Park are being used. We sent the DOI a letter asking them to examine this matter. It is our belief that the construction of a private, enclosed, restricted-access baseball training facility in that park is inconsistent with the deed restrictions on four different title documents.

Not only do all these documents state the lands are to be used as a “public park” and “for public convenience”, all of them contain a provision similar to this one in the 1964 deed: *“the grantee agrees that a representative or a committee representing the United States of America may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions here in set forth are being complied with.*

Please contact the following two officials and send them an email saying that the Senator believes it is proper that the US Government should exercise this prerogative to determine if the park is being used as legally mandated:

David Bernhardt – Secretary of the Interior – Phone: 202-208-7351

Daniel Jorjani – Solicitor, Department of the Interior – Phone: 202-208-4423

Unfortunately I was not able to find the direct phone number or email for these officials. However, I am sure the competent staff of a US Senator will have no problem in making contact with these officials, and hopefully, expressing her support for this action.

We are not asking the Senator to accept or even reject our understanding of the problem. We just want the US Government to look into the matter, as it has a right to do, as in the provision above. We think Papago Park and the people of Arizona deserve this.

Thank you very much. Please notify us when this request has been performed. It may be a small thing in these chaotic times, but it is important to hundreds of people in our group.

Lasse Norgaard-Larsen / The Friends of Papago Park team E-mail: [friendsofpapago@gmail.com](mailto:friendsofpapago@gmail.com)

J. Arthur Deal

**Date: June 26, 2020: From A. Deal To Scottsdale, Phoenix others - Re: Meetings**

**(Used tire warehouse at Papago Park and Dept of the Interior response to deed restrictions case)**

To: Bill Murphy; Thompson, Jim; [jlane@scottsdaleaz.gov](mailto:jlane@scottsdaleaz.gov); Cynthia Aguilar; [whitehead@scottsdaleaz.gov](mailto:whitehead@scottsdaleaz.gov) +15 others

First of all, view the attached pictures, taken yesterday.

I think there has been a serious mistake at the Papago Park Giants Facility. It appears that someone has built what appears to be a **used tire warehouse** at the facility. I am absolutely sure that the ugly, square, box-like building cannot be part of the planned training facility. I think what probably happened was that blueprints for used tire warehouse intended for the industrial district in Tolleson was accidentally switched with those of a building in Papago Park. That would be the only logical explanation.



I support this hypothesis because the only other alternative is to accept that said monstrosity was built as designed, which means that it is a huge middle finger to those of us who like the desert scenery of the park. You would think 60+ million bucks would get us some nice, maybe stacked stone facade with glass and a trim that blends into the Sonoran landscape... but no, we got Billy Bobs Bargain Tires Depot. Maybe they can put a few old rusted cars on blocks in front of the building for ambiance.

Oh yes, putting it at the entrance on the access road – where everybody sees it when entering the facility – was a nice touch, sheer genius! It fits the middle finger

explanation. Any person with a minimum of esthetic sense would have put it in a far corner -- hopefully underground – but now we have Billy Bob greeting us at Papago Park. Once again, look at the pictures. Thank you, Cities of Scottsdale and Phoenix, and Giants for this visual diarrhea.

Also, it seems that Billy Bob's building is not in the diagrams in the contract or subsequent conceptual drawings. It is very common for a building that size just to appear out of nowhere and land in the middle of a park. As in the Phantom of the Opera, *These things do happen*. I did not photoshop those pictures. Honest! It is that ugly!

Now some good news for the cities and club: I received an email from an employee at the OIG of the US Department of the Interior. It says that my complaint about violations of deed restrictions was filed and there would be no investigation. Just like that. The reason? I quote: "Your complaint does not appear to have a DOI nexus. Papago Park is not under the control or supervision of DOI".

You know, that happens a lot with cases about deed restrictions: somebody has sold the property and it no longer belongs to the original party. Why didn't I think of that? So now we have to begin another long, detailed round of emails to point out that deed restrictions are valid and enforceable bla bla bla. The fat lady is taking her dear time to sing on this one. It seems that the head of the OIG in DC is an ASU graduate. I will have to talk to her, or explain law to the Office of the Solicitor and or go back to the Senator and tell her letter did nothing. However, I need to go (driving up the Beeline today to check out damage) so I will save that email for next week. I will see if I can add some meat to the bar-b-que fire. Will this ever end? Can't we talk? J. Arthur Deal

PS: I am glad my grandfather, who lived nearby 1898 -1908, did not have to see what they are doing to his neighborhood.

**Date: June 24, 2020: From A. Deal To US Dept. Interior - Re: Deed Violations**  
**(Response to letter about ignoring deed violations)**

**Sent:** Tuesday, June 23, 2020 8:28 PM

**To:** Smith, Michael S <michael\_smith@doioig.gov>

**Subject:** Re: Meeting about Deed violations at Papago Park

Mr. Smith,

I find it strange that you filed my complaint without even a superficial investigation into the facts. One day you want to talk with me about certain issues at Papago Park and the next day -- without hearing my explanation of the problem or talking with me -- you tell me the case is closed. It seems you are in the main DC office (OIG? SOL? BIA? - it is a common name) and there was little time to do even the minimum of research about this matter or contact interested parties, so I found it strange the case was closed in less than 24 hours.

What is a 'review'? It is just a matter of looking at my email and deciding there is nothing there that justifies the political and personal troubles of asking questions that many people would prefer not to hear? That is the old 'can of worms' excuse that, while understandable in view of human frailty, does not confer any glory upon you or your department. In fact, you are ignoring Article 4, § 3, Cl. 2 of the Constitution which provides that "... Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory and other Property belonging to the United States." I won't go into details here, but there are a multitude of federal and state cases affirming not only the legality of deed restrictions, but the obligation to enforce them. Yes, I know, asking questions will make some people unhappy.

As to my allegations (your words), which you chose not to verify, these are:

- That there is a geographic feature in Phoenix called "Papago Park"
- That said "Papago Park" was once an area of public convenience owned and administered by the US Government
- That Papago Park was transferred to the State of Arizona and City of Phoenix with clear and specific deed restriction relating to its use.
- That the Cities of Phoenix and Scottsdale have signed contracts with a professional sports organization allowing it to build a private, enclosed facility on land in Papago Park. Those contracts contain the "Quiet enjoyment" clause, meaning full control and restricted access.

So far, these hardly qualify as baseless claims. The proper term, I think, is facts. Now, at last, an allegation: That this arrangement is in violation of the deed restrictions.

This is the *raison d'être* for my complaint. The gravity of this alleged offense requires an investigation, a judgment and a written response. That is the job of the Department of the Interior and its committed staff.

I want the Office of the Inspector General to retrieve my complaint from the "file" and look into this matter. This process will involve the verification of "deed restriction" on four title documents, correspondence with the two cities asking for copies of relevant contracts and communications concerning their position on this matter and, I hope, visits to the facility site. At that point, the DOI should be able to issue a proper judgment in this case, signed by the inspectors.

You will find the Phoenix and Scottsdale officials to be cooperative and knowledgeable, fully capable of explaining their understanding of the circumstances resulting in the building of the facility. It would be nice if you let them do this so the inspectors can have a full picture of the merits of each of the

two very different views on what is proper use of Papago Park. I personally see little reason to simply obliterate the facility. Tens of millions of dollars have been spent and such action would inevitably lead to all loses being charged to the public domain (Phoenix but mostly Scottsdale) due to the execrable conditions in the lease. My desire is only to get a commitment that the so-called development of the Papago Park will cease, or, at least, be subject to protections similar to the Preserve initiatives passed for other natural public areas in the Metropolitan Phoenix area. Is this too much to ask?

**This is the "remodel" or "renovation" the Giants are doing under the lease.**



I think this communication, under normal business protocols, requires a response – and even more so because I am a citizen taxpayer and you are a good and experienced public servant. So far, this is between us. Tomorrow I will wake up, have coffee and take a walk around the neighborhood and park. If I don't get a response by noon, I will have to write and send off another bunch of emails (my 114<sup>th</sup>, probably) about this matter. Will this ever end?

Sincerely,  
J. Arthur Deal

PS: I am sending 3 pictures of the facility taken today, 6/23. I counted 4 heavy trucks (not including the semi and trailer), 2 excavators, 2 bulldozers and a bunch of other equipment. The guard was respectful but firm, as always. Is that semi with "soil relocation" on it the one bringing dirt in from California? That is what I heard, at least. Evidently Arizona dirt isn't good enough for the Giants. Also, that building on the south side (in the picture) is godawful ugly – it looks like a used tire warehouse. I would have thought \$60+ million would have got us something nicer to look at. That may be one reason this issue is not going away. It will take more than putting a complaint in a file under the desk to end this unpleasantness.

**Date: June 24, 2020: From US Dept Interior To A. Deal - Re: Meeting about Deed Violations**  
**(Received these two letter about complaint filed over deed restrictions violations)**

**From:** Smith, Michael S <michael\_smith@doioig.gov>

**Subject:** Re: Meeting about Deed violations at Papago Park

Mr. Deal,

Good afternoon. I work for the Intake Management Unit with the Office of Inspector General (OIG), U.S. Department of the Interior (DOI). Your complaint does not appear to have a DOI nexus. Papago Park is not under the control or supervision of DOI. The OIG investigates matter related to DOI, and your complaint seems to be a local or State issue.

Any information filed in our General Information File is preserved and remains accessible for future reference. Here is your case number for reference: OI-HQ-20-0566-G.

Thank you, Michael

**Date: June 23, 2020: From US Dept Interior To A. Deal - Re: Deed Violations case filed**

Smith, Michael S <michael\_smith@doioig.gov>

Tue 6/23/2020 1:32 PM

To: You

Mr. Deal,

Good morning. The OIG has received and reviewed your allegations. We will not be opening an investigation at this time, but we will place your allegations in our General Information File.

Thank you,  
Michael Smith

**Date: June 22, 2020: From A. Deal To Scottsdale and Phoenix Officials**

**(Notice to cities that issue is serious and will be pursued vigorously)**

To: Bill Murphy; Thompson, Jim; Cynthia Aguilar; [District6@phoenix.gov](mailto:District6@phoenix.gov); [jknorpp@sfgiants.com](mailto:jknorpp@sfgiants.com); Friends of Papago Park; [swhitehead@scottsdaleaz.gov](mailto:swhitehead@scottsdaleaz.gov) +9 others

This is for the officials at the Cities of Phoenix and Scottsdale -- and anybody else that gives a damn about Papago Park.

I want all of you to know that this issue of building a private, enclosed, restricted-access facility on public land in Papago Park is not settled. The proverbial fat lady has not sung. She did tell me, however, that:

1. She has have been in contact with government agencies about the blatant ignoring of deed restrictions (FYI, per the deeds, both the US and Arizona governments have the right to inspect the Park to see it is not being used as specified in those documents, in which case the revert clause may be invoked);
2. I should take my wife down to the "training facility" and that, if we are barred entrance to this part of a public park, we should file a civil rights complaint (doesn't the Civil Rights act of 1964 say something about "access to public places"?). Conveniently, my wife is a POC. How is that going to look in this age of BLM? Maybe we will invite friends with signs.
3. The injunction idea is not dead. It is just that I don't have money and the case is complicated by the unique history of Papago Park and the labyrinthine nature of the Giants project. If it were mining or lumber, I would have had it wrapped up and in front of a US Judge by St. Patrick's Day. I wonder if all that dirt moved in the construction could count as mining, or the cutting of mesquite and palo verde trees could be considered logging?

**Why am I doing this? It is not just because you are destroying a part of Papago Park, but because you will not even commit to not stop destroying the park. Nothing is off limits -- at least not when it is park land -- to officials of Phoenix and Scottsdale.** I asked for a meeting (one that you said you were willing to do) and I got no response. I asked you to commit to not "develop" (your term, I call it "destroy") any more of the park (see below) and I got silence. Well maybe not silent silence -- I could almost hear you laughing even if I live near the park, a few miles away.

**I cannot imagine the mentality that led to this dereliction of civic duty. It is not just giving public park land to a 3-billion dollar corporation (Forbes), but to do it for pocket change.** I heard that feelers were put out a few years ago to the Salt River Indian Community about the possibility of putting the training facility of the Res. Nothing came of it, obviously. I guess the tribe did not want to give their land to the palefaces for a few dollars of beads and trinkets, and certainly not 42 acres for \$4,750 a month for almost forever. By the way, where do I sign up to lease an acre of Papago Park for \$113/month?

**I don't blame the Giants for this. They are doing what companies do. The full responsibility for this transgression lies with the officials of Phoenix and Scottsdale,** particularly park department managerial staff. Of course, I don't know what pressure was put on them by the councils and mayors, not to mention the ever present and increasingly influential commercial interests, but they lacked the moral courage and ethical fortitude to say "Hey, you can't do that -- It's a public park!" I had hoped that the Giants organization, in an unguarded moment of public piety, would urge its partners to commit to a "no more development" promise. Alas, I dream.

I will wrap this up. As I said, it is not over. The virus thing has put a dent in my campaign, but I shall go forward. Maybe nothing will come of these admonitions and the laughter will continue. However, maybe next time an “improvement” or a “development” project comes up for Papago Park (as they will, as they have so often in the past) perhaps city officials will consider the certain opposition of those pesky, retrograde, cacti-hugging knuckle-draggers who value desert flora and fauna more than, for example, that debauched parody of a parking lot you made just north of the softball facility. I hope the ghosts of the rabbits, gophers and birds you killed or displaced for that bituminous crime against nature will haunt you until the end of days, and then some. Or, who knows, *quem sabe*, maybe one day someone with a conscious and authority will ask these questions and you will not be able to ignore them.

J. Arthur Deal

**Date: June 22, 2020: From A. Deal To US Dept. Interior - Re: Meeting about Deed Violations**  
**(First response to complaint regarding infractions at Papago Park, from Department of Interior)**

To: Smith, Michael S Cc: Friends of Papago Park

Thank you for your response concerning our complaint about misuse of a public park ceded by the US to the State of Arizona and then to the City of Phoenix.

I am not sure of how much you know at this time about this issue, so I will include here a quick summary of the issue. In simple terms, at least four different legal documents, from the 1930s until the 1960s, state that the land in question is to be used as a park, for public convenience. In November of 2018 the Cities of Phoenix and Scottsdale signed disturbing contracts with the Giants baseball franchise giving it the right to build a private, walled, restricted access training facility in the park.

Many users of the park have raised concerns with the officials of those two cities, to no avail. They have ignored us, for obvious reasons. We have documents, emails, project diagrams, pictures of the destruction inflicted upon park land as well as copies of deeds, grants and laws relating to this case. Note that, as mentioned below, when a local government wanted to change the use of a 1-acre parcel of park land ceded by the DOI to build a childcare center, it required an act of the US Congress -- and that was for public use and benefit. What we have here is a 42-acre parcel of park land being given to a private corporation. Public not allowed. Oh yes, the contract says 37 acres but that is just another minor infraction in a sea of misdeeds.

Lasse (Friends of Papago Park) and I would be happy to talk with you at your convenience. Please suggest how this can be done -- what dates or times you can be available. Perhaps Zoom or another online tool would be appropriate.

We sincerely thank you for looking into this.

**Date: June 11, 2020: From: US Dept Interior To: A. Deal - Re: Papago Park Complaint**

From: Smith, Michael S <michael\_smith@doioig.gov>

Mr. Deal,

Good morning. My name is Michael Smith, Intake Management Unit, Office of Inspector General, U.S. Department of the Interior. I have been assigned your allegations regarding the Papago Park. Are you available to discuss them further today? If so, please provide me with a good contact number and time to call. I am in Virginia, so I'm three hours ahead of you.

Thank you, Michael Smith

**Date: May 5, 2020: From: A. Deal To OIG – Dept. Interior - Re: Complaint about Deed Misuse**

On Tue, May 5, 2020 at 10:59 AM J. Deal <jdeal@xxx.xxx> wrote:

To: Lorraine Luciano - Office of the Inspector General - US Department of the Interior

I apologize for any annoyance, but I need help with a serious issue. I refer to Papago Park in Phoenix. It is not on Dept of the Interior land, but used to be a National Monument. It was ceded to Arizona and Phoenix, but there are deed restrictions that require it to be used for “park and recreational uses”, for a “city park only” and “municipal, park, recreation, or public-convenience purposes”. The cities of Phoenix and Scottsdale have leased part of these historic lands to a 3-billion-dollar corporation to build a private, enclosed, restricted access baseball facility. This operation is of dubious nature and is one more step in the misuse of Papago Park, located in the very center of Metropolitan Phoenix.

I have filed complaints with Phoenix and Scottsdale, but they are the ones doing this – it is not like that they are going to say “oops, my bad, sorry”. They basically ignore me and others who have complained.

All title documents emphasize the deed restrictions, and, moreover, include clauses like this:

STATE OF ARIZONA, County of Maricopa; ss. I do hereby certify that the within instrument was filed and recorded at request of the Docket 5267  
OCT 20 9 00  
Records of Maricopa County, Arizona  
WITNESS my hand and official seal the day and year first above written  
CLIFFORD W. BIRD, Jr. County Recorder  
By: *[Signature]*  
DI-DEED 201144

Vol 5267 pg 468  
DEED

THIS INDENTURE made this 11<sup>th</sup> day of August, 1964, between the State of Arizona, acting by and through Paul J. Fannin, the duly elected, qualified Governor of the State of Arizona, under and pursuant to Sections 41-511.16, 41-511.17, and 41-511.18, Arizona Revised Statutes, Grantor, and the City of Phoenix, a municipal corporation, Grantee.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular appurtenances and privileges thereunto belonging and all the estate, right, title, interest, and claim of the Grantor unto the said Grantee, its successors and assigns, forever.

By the acceptance of this deed or any rights hereunder the said Grantee, for itself, its successors and assigns, agrees that the transfer of the property transferred by this instrument is accepted subject to the following restrictions and reservations contained in Patent No. 1093785 from the United States of America to the State of Arizona, dated November 17, 1937, and in amendments or modifications thereof:

(4) This deed is issued upon the express condition that the lands so conveyed shall be used only for a park, recreation, public convenience purposes, including the construction of a baseball stadium, and if the lands, or any part thereof, shall be abandoned for such use, such lands or such part shall revert to the United States.

(a) The lands shall be used only for municipal, park, recreation, or public convenience purposes, and if the lands or any part thereof shall be abandoned for such use, such lands, or such part, shall revert to the United States of America.

(b) The lands are subject to the following leases, easements, permits, and right-of-way agreements, the holders of which are entitled to successive renewals thereof for terms of five years each as long as they comply with the terms of the same:

Arizona Game & Fish	108.67 Acres	✓
Salt River Project	2.78 Acres	
Arizona Highway Department	31.77 Acres	
City of Tempe	43.44 Acres	
Arizona Cactus Floral Society	150.73 Acres	
United States Army	70.38 Acres	
Highway Rights-of-way	10.52 Acres	

(g) "Municipal use" shall be limited to mean the construction of a baseball stadium for commercial baseball enterprises; and only other facilities and administrative building essential to the operation of Papago Park and in the interest of health, safety, and welfare of the park visitor.

(j) The Grantee agrees that a representative or a committee representing the United States of America may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions herein set forth are being complied with.

(k) The Grantee is hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park. Any such action or attempted action by said Grantee shall be deemed an abandonment, and Papago Park shall revert to the United States of America.

(j) The grantee agrees that a representative or a committee representing the United States of America may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions here in set forth are being complied with (Deed of Sale, 1964).

# The United States of America

To all to whom these presents shall come, Greeting:

**EXEMPT UNDER A.R.S. 42-1414 A3  
AZA 29355**

*All five sale and transfer titles /deeds,  
from 1932 until 1962, all have very simple,  
clear deed restrictions*

WHEREAS

CITY OF PHOENIX

*like these!*

is entitled to a land patent pursuant to the Recreation and Public Purposes Act of June 14, 1926, as amended, 43 U.S.C. 869 et seq., for the following described land:

Gila and Salt River Meridian, Arizona

NOW KNOW YE, that there is, **therefore**, granted by the United States, unto the City of Phoenix the land above described for a **city park only**; TO HAVE AND TO HOLD the land with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the City of Phoenix, and its assigns forever; and

Provided, that title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of the Interior or his delegate, the patentee or its approved successor attempts to transfer title to or control over the lands to another, the lands have been devoted to a use other than that for which the lands were conveyed, the lands have not been used for the purpose for which the lands were conveyed for a 5-year period, or the patentee has failed to follow the approved development plan or management plan.

Provided further, that the Secretary of the Interior may take action to revest title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation lessees, sublessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, sex, national origin, or handicap.

*A private, restricted-access, corporate facility does not meet the criteria of "city park only"*

I can provide copies of the Leases, title and sales documents from 1930-1964. All of these are very clear about the expected use of Papago Park lands. I also have a summary of the abuses and violations related to this case. Unfortunately city officials here, rather than caretakers of natural resources, have become sponsors and cheerleaders for commercial interests.

All I ask is that you designate an aide to look at the documents and read my summary of the issue. It should take less than one hour to determine if action is warranted on the part of the Office of the Inspector General or another department of the Department of the Interior.

Thank you for your attention. J. Arthur Deal

**Date:** April 23, 2020: **From** A. Deal **To** (Withheld) - **Re:** Destruction of Papago Park  
**(Explanation of Papago Park Issue, Request for Support)**

**Sent:** Thursday, April 23, 2020 7:10 AM

**To:** (withheld – Private email of Former City Official)

**Subject:** Destruction of Papago Park

I apologize for any inconvenience and for this unsolicited communication, but I would like to share something of my efforts to establish reasonable protections for the desert flora and fauna of Papago Park. Thus far, I have not been very successful.

**This controversy goes back to November of last year when I noticed a long green construction fence around the old baseball facility at 64<sup>th</sup> and McDowell. The fence encompassed not only the said facility but quite a bit more, to the extent that some of the trails I habitually walked were blocked.** I immediately asked city officials in Phoenix to explain the project. I was told it was a joint venture with Scottsdale for the Giants. After some effort I obtained most of the documentation, which only increased my apprehension about what is happening to the Park.

I don't know if you are aware of the details of this project...(2 lines removed).. To make a long story short, this operation takes the old facility of 30 acres and expands it contractually to 36.75 acres (although the Giants are illegally building on about 42 acres). The deal is shady and shoddy. If I were a lawyer, I would be embarrassed. If the officials in the two cities had any sense of civic responsibility, they would be ashamed. They are giving a large portion of a historic park -- specifically deeded to be used by the US and Arizona as a "public park" and for "public convenience" -- to a 3-billion-dollar corporation to build a private, enclosed training facility. Oh yes, the rent for 35 + 10 years is \$4,750 a month. Pretty good deal. I could go on about other irregularities with this operation, but that is basically the flash point. This is just one more unfortunate episode in the never-ending we-don't-give-a-damn-about-desert mentality that has taken root since you left the department. Every year they add another parking lot, move a fence, build a road, construct a building -- and the Giants project is part of a much larger package that is, I fear, hiding just over the horizon. All

**LEASE OF PAPAGO BASEBALL FACILITY**  
**BY THE CITY OF SCOTTSDALE**

THIS LEASE OF THE PAPAGO BASEBALL FACILITY ("Lease") by and between the CITY OF PHOENIX, an Arizona municipal corporation (hereinafter "Landlord" or "Phoenix"), and the City of Scottsdale, an Arizona municipal corporation (hereinafter "Tenant" or "Scottsdale") is entered into as of April 21, 2018 ("Effective Date"). Phoenix and Scottsdale are individually referred to as a "Party" and collectively as the "Parties."

**RECITALS**

A. Phoenix owns the Papago Baseball Facility located at 1802 N. 64<sup>th</sup> Street, Phoenix, Arizona, 85008 including all existing major league baseball fields, clubhouse, batting cages, parking areas and other improvements located thereon (collectively, the "Facility"). Phoenix and Scottsdale have agreed to lease the Facility to Scottsdale, which will grant rights to sublease the Facility to the Giants so that the Giants' Player Development Program can be moved to the Facility from Indian School Park. Phoenix has agreed to this grant of rights to sublease.

B. The Facility is currently being used by Phoenix for youth and adult baseball, and for foreign professional baseball teams. **used' not rented to**

C. Indian School Park practice fields in Scottsdale have been used by the San Francisco Giants Baseball Club, LLC ("Giants") since 1986, but have proved to be inadequate for the expansion of year round Giants' Player Development Program. **So? is this a government problem?**

D. Phoenix has agreed to lease the Facility to Scottsdale, which will grant rights to sublease the Facility to the Giants so that the Giants' Player Development Program can be moved to the Facility from Indian School Park. Phoenix has agreed to this grant of rights to sublease.

**Scottsdale not one of seven leasees in state of Az transfer deed**  
**ARTICLE 1 - FACILITY LEASE; TERM**  
**Authorized leasees are Phx, Tempe, SRP, Zoo, Botanical, Army, Highway dept.**

1.1 **Grant of Facility Lease.** Phoenix hereby leases to Scottsdale and Scottsdale hereby leases from Phoenix, upon and in consideration of the terms and conditions contained herein, the Facility in the condition in which it exists as of the Effective Date. The Parties anticipate that Scottsdale will enter into a sublease arrangement with the Giants who will make substantial improvements to the Facility and will move its year-round Player Development Program to the Facility. This lease and any sublease shall be subject to all of the provisions of this Lease and in addition, the following:

(a) Present and future building restrictions and regulations, master plans, zoning laws, ordinances, resolutions and regulations of the City of Phoenix ("City Regulations"), but with respect to any future City Regulations, only to the extent the same are enacted and applied uniformly and consistently to similar classes of property or similar uses.

**The 2010 Master Plan does not authorize any expansion or new pathways or a baseball facility**

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these “improvements”, as the officials call them, always mean less park. It is by no means the same park I went to as a kid in the 1950s.

Strangely, the Giants are the most reasonable of the partners in this deal. I was even contacted by their president and we had a nice 30-minute chat. The problem is that officials in Phoenix and Scottsdale seem not to want to talk or explain their actions. I really don’t blame them; how to explain the unexplainable?

I would like your opinion and advice on this matter, if possible. If you choose not to respond, I understand, and I will not contact you again neither will I mention your name. I am quickly learning that when dealing with city government actions, things are not as simple as they should be or could be.

For edification and references purposes I am enclosing the following attachments: 1. a transcript of the last 4 emails with city officials; 2. a copy of the Petition submitted to Phoenix about the Master Lease to Scottsdale; and 3. Portions of that Lease with my amateuristic notes. The Scottsdale to Giants sublease basically mirrors the Master Lease, which of course begs the question of why Scottsdale is involved. Too many backroom deals, I think. Once again, what I want is for Phoenix to formally commit to never build in certain areas of the park, in language similar to the preserve initiatives. Is that too much to ask?

Respectfully, J. Arthur Deal

**Date:** April 22, 2020: From A. Deal To Scottsdale, Phoenix and Giants - Re: Meetings  
(Officials unwilling to commit to protect Papago Park from future devastation of desert areas)

**To:** Bill Murphy <bmurphy@scottsdaleaz.gov>; Thompson, Jim <JThompson@scottsdaleaz.gov>; Cynthia Aguilar <cynthia.aguilar@phoenix.gov>; Inger Erickson <inger.erickson@phoenix.gov>

**Cc:** District6@phoenix.gov <District6@phoenix.gov>; jknorpp; Friends of Papago Park  
swhitehead@scottsdaleaz.gov <swhitehead@scottsdaleaz.gov>; Denise Monti

**Subject:** Re: Proposed Meeting about Papago Park (my turn, my opinion)

You have received Lasse's email (below) expressing his displeasure with your lack of response. Now it is my turn.

I was going to wait a full week and, if no sign of life from interested parties, I would have sent an email also. Well, here goes my understanding of the situation, present and future.

Mr. Knorpp, the following paragraphs are specifically addressed to Phoenix and Scottsdale officials. You said we should meet with them. We tried. You implied that they are reasonable, responsive people. They are not.

Their silence confirms two obvious, disconcerting facts:

1. The two cities do not really want to meet with anybody critical of their actions regarding the Papago Park baseball facility project. I see this as nothing but insincere procrastination – or, a misguided belief that by ignoring our concerns the whole “thing” will blow over. They may not believe this, but critics of the project may have positive suggestions to make it work for all of us.
2. Worse yet, their silence is a blatant admission that they do not believe that any part of Papago Park should be exempt from development. This is grim and foreboding in every way. It is a bad case of “something wicked this way comes” (classical reference) that augurs ill for our historic park. It is sad that City officials entrusted with civic responsibilities cannot even agree that some areas of the park should be permanently left in a natural state. What kind of people are they?

**Please, please talk to us. You may reject every word we say; you may deem us tree huggers or “unprogressive” (whatever that is); or you may think we’re unappreciative of the benefits derived from the Giants’ presence in Phoenix, but, whatever the case, I think that we, as concerned citizens, should be heard. I don’t know about Lasse, but I am a very reasonable person.**

So where do we go from here? Good question. If nothing else I am creative and persistent. I will be heard.

Hey, I have a quote for you, from a 1940 court decision about land transferred in 1913 to a city in California... *“Acts of Congress granting lands are laws as well as grants, and are operative until repealed; the fact that the conditions imposed in the grant were not applicable to the character of the lands furnishes no excuse for antagonistic action, even though it might justify nonaction pending further legislation. The delay in the assertion of a right is not conclusive against its existence, although there may be argument in it. The Attorney General was empowered to assert all rights and remedies existing in favor of the United States, including the claim on behalf of the United States that the lands granted by such acts, or any part of the lands, have been or are forfeited to the United States by reason of any breaches or violations of the terms or conditions of either of such acts which may be alleged or established in such suits, actions, or proceedings.”* And so on in this and in at least 6 cases tried in federal courts in the last 100 years. In all cases, misuse of federal lands with deed restrictions was deemed a violation of law. To give you an idea, there is one case in which the federal government (NPS) conveyed a surplus 3-acre plot to a city in Virginia for a park. After a while the city wanted to build a daycare center on a small part of the land. No can do, so violá, elected officials in the 115<sup>th</sup> congress do their thing and, I quote, *“H.R. 954 would remove certain deed restrictions from an approximately 1-acre portion of the property, while the other 2 acres would continue to be subject to the existing deed restrictions and reversionary clause.”* There are a ton of legal opinions on Art IV, section 3, clause 2 of the US Constitution (the property clause), and frankly, I feel good. I am also working on Article 10 of the Arizona Constitution and ASLT rules. One thing is certain: it takes a law to change a law, not the caprices of city officials pursuing a nefarious, nebulous agenda.

I kindly ask that the council members included in these emails, Mr. Diciccio and Ms. Whitehead, insist that their staff respond to these messages. This is not over, by any means. I don't think the fat lady is going to sing for a long, long time.

J. Arthur Deal

**Date: April 21, 2020: From Friends of Papago Park To Giants and Cities - Re: Proposed Meetings**

**To:** JDeal; jknorpp

**Cc:** Bill Murphy <bmurphy@scottsdaleaz.gov>; Cynthia Aguilar <cynthia.aguilar@phoenix.gov>; Inger Erickson <inger.erickson@phoenix.gov>; Thompson, Jim <JThompson@scottsdaleaz.gov>; District6@phoenix.gov <District6@phoenix.gov>; Solange@mlsw.com <Solange@mlsw.com>

**Subject:** Re: Proposed Meeting about Papago Park

Good day Mr Knorpp

As you can see below, City of Phoenix has no desire to engage with the public. Their continued focus is to "hide" the repeated violations of the Papago Masterplan. They also refuse to discuss the fact that the construction project exceeds the allowed scope/size. Do not believe it when they say that *"construction may appear larger than it is"*. Look at the photos on our website. What does it show? Construction going all the way out to the perimeter fence. Those are not edited photos. Go take a walk yourself and see. Contact the media as well as they have footage to share that validates this.

Will the Giants also remain silent?

Hoping that someone is interested in engaging with the public here as the ongoing activities are illegal. We will not stop our efforts, but stopping construction now may be cheaper for the Giants before more dollars and desert lands are wasted.

Thank you,

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: [friendsofpapago@gmail.com](mailto:friendsofpapago@gmail.com) Web: <http://www.friendsofpapagopark.org>

**Date: April 20, 2020: From A. Deal To Giants et al - Re: Giants Project at Papago Park  
(Open letter to all interested in preservation of Papago Park from future devastation of desert areas)**

To: Knorpp, Jon

Cc: You; Grauf, Sara; Warstler, Josh; Bill Murphy; Kroy Ekblaw; [inger.erickson@phoenix.gov](mailto:inger.erickson@phoenix.gov) +11 others  
Mr. Knorpp et al,

This is an open letter and a response to your suggestion (below) concerning to whom questions on the status of that Giants Project at Papago Park should be addressed. Although the Cities of Phoenix and Scottsdale have jointly undertaken this venture to cede part of an historic for use by your organization, and therefore should be the primary respondents to any criticism of that project, I believe that it is in the best interests of your organization to be aware of those criticisms and maintain open lines of communication with those who feel the project, as it is, has not been handled in the best interests of the people of this state. The Giants are not exempt from the consequences of challenges to the contractual agreements you mention.

**I am not a lawyer neither do I have significant financial resources. I am not a member of the media nor do I have rich and powerful friends. I am just an elderly private citizen that is extremely unhappy with the continued devastation inflicted on Arizona's most historic park, which is also its most visited one. Year after year, those entities responsible for its preservation have mindlessly squandered its territorial integrity with petty projects and pseudo-improvements that add little value to public patrimony but always result in less park.** To put this in proper perspective so that you, an esteemed member of the Bay Area community can understand, I ask you how the people of San Francisco would feel about having 42 acres of Golden Gate Park bulldozed to the ground to build a private recreational facility for Google employees? The analogy is fair. It seems that mere desert habitat, cacti, creosote, rabbits, ground squirrels, and coyotes mean nothing to our city officials. Yesterday I saw a road runner near the amphitheater. Poor bird – its days are numbered but then again it doesn't vote, make campaign contributions or buy ball game tickets.

The facts are simple:

- The Papago Park baseball training facility deal at 64<sup>th</sup> street and McDowell Road, between Phoenix, Scottsdale and the Giants is both shoddy and shady. The contracts are poorly written, and the terms are ludicrous. There are, however, some clauses that have entertainment value, like the one insinuating that baseball training is a "government activity" and therefore tax-exempt.
- The contracts – both the lease and sublease – ignore the requirements and stipulations in the original deeds transferring Papago Park from the US Government and State of Arizona to Phoenix. Those deeds and agreements clearly state, in simple language, that the land is to be used for a public park and public convenience. They also enumerate the permitted leases – and strangely, the Giants team was not included in the 1964 document. Worse yet, those documents are included – and ignored – in the contractual agreements you mention. How one goes from

“public park“ to “private, enclosed baseball training facility” for a private corporation is something this old man does not understand.

- To add insult to injury, the rent stipulated in the contract is a joke, putting it kindly. This, among other things, may explain the use of the word “shady” above. I am no real estate expert but some research indicates that land comparable to that in this operation – which by the way, is probably the best located and most valuable open land in the Phoenix metropolitan area -- would lease for about \$0.50 SF/Mo. **Considering that the training facility appears to occupy 42 acres, equivalent to 1,829,520 square feet, a proper market rent would be \$914,760/month, which is a little more than the initial \$4,750/month stipulated in the sublease contract** with Scottsdale (which only starts in 2022, of course). Yes, I know that according to the lease, the facility area is “only” 36.75 acres, but since your crew has fenced in, bulldozed, cleared, and are building on 42 acres, I think it fair to use that figure in my calculations. As to the additional area usurped in violation of your lease, don’t worry about it --- I am sure that neither city will complain. They are your buddies, after all.

I could go on, but I have already said and done much, much more, to no avail. The cities of Phoenix and Scottsdale have been vague, evasive and less than straightforward in answering petitions and questions about this deal. They have also not been very responsive to public record information requests. It seems that the agreed plan by all parties is to bulldoze ahead, finish the facility asap and hopefully any public outrage will settle just like the dust in your construction zone. It then will be *fait accompli*, to be celebrated with a round of drinks over a dead roadrunner.

**This is not just about the Giants and their project. It is also about the next effort to degrade the park with new roads, parking lots, buildings, and other facilities. Just in the last two years there have been five other significant encroachments on desert habitat in Papago Park** – and I am not even talking about the major projects that are put forth every 5 to 10 years, like clockwork, with corny ideas how to “improve” the park (skating rink, stadium, activity center, apartments, etc.). Your ULI even had a project. It is certainly not the same park that I remember from the mid-1950s. When will this degradation end? Perhaps it is time to start planning a joint exhibit by the Zoo and Botanical Garden entitled “Past Flora and Fauna of Papago Park”.

Personally, Mr. Knorpp, I am a little disappointed with the lack of any substantial public reaction to this nefarious deal. I had hoped for more outrage, more questions, more fight from the public, but alas, this has not happened. Everybody I talk to agrees the facility is a horrible travesty, but almost nobody does anything about it. Perhaps city officials were right about public apathy. This is good news for you and even more for your dubious local friends who have facilitated this dubious deal. I really don’t blame the Giants for this; they but do what any business would do in similar circumstances. The malfeasance, if any, is all on the city officials who are, in my view, irresponsible and negligent.

**I just want to say that I will not give up nor will I quietly accept this pillage of Papago Park. I even asked my niece to throw herself under one of the dump trucks or tractors leaving your construction site, hoping the attention would raise awareness. She said “no”.** At present I am considering other options. Have you ever heard of the word “injunction”? Do you know there is a federal website with forms and instructions for filing complaints in US Courts? I have learned a lot about this process. I have figured out the defendants, plaintiffs, the basis for jurisdiction, pertinent federal agreements and legislation, as well as the claims parts but I am still trying to elucidate the “irreparable injury and “relief” aspects. I don’t want money and have no idea of what to ask for in the way of “actual”, “punitive” or

“exemplary” damages. In fact, sadly, I am not even sure how to answer the “what damages or other relief the plaintiff asks the court to order at this time” question in the complaint. I am not so naïve to think that even if the court were to rule favorably (for me), that this would be a matter of some people saying “oops”, demolishing the work done thus far and replanting flora. I have a thought: would it be too presumptuous to ask the Giants legal department for advice? They seem to be competent, much more than the lawyers in the two cities that signed the leases (and basically gave away the store). I even think that in the slim chance that the injunction was granted, the Giants could sue Scottsdale for the very substantial losses resulting from the voiding of the sublease on account of the extensive work done at the Papago facility thus far.

Thank you for your attention... J. Arthur Deal

**PS: I am very reasonable and somewhat stubborn. It is doubtful this issue will go away because I drive past your facility every day and, when I walk in the park, I often encounter the green wall of shame that surrounds and blocks the trail that I used until October of last year.** I am including an annotated partial copy of the Sublease (Scottsdale to the Giants), in case anybody thinks I am exaggerating about how bad it is. Note that it is basically the same as the Master Lease (Phoenix to Scottsdale). There must have been a lot of backroom, cigar-filled meetings when those two documents were produced – a real *ménage à trois*. I have six more nieces... *Quem sabe elas aceitam ajudar e fazer um pequeno sacrifício para o tio querido!*

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**From:** Knorpp, Jon

**Sent:** Thursday, April 9, 2020 9:55 PM

**To:** Friends of Papago Park <friendsofpapago@gmail.com>

**Cc:** Grauf, Sara <sgrauf@sfgiants.com>; Warstler, Josh <jwarstler@SFGIANTS.com>; J. Deal <jdeal@xxx>; Bill Murphy <bmurphy@scottsdaleaz.gov>; Kroy Ekblaw <Kekblaw@scottsdaleaz.gov>; inger.erickson@phoenix.gov <inger.erickson@phoenix.gov>; cynthia.aguilar@phoenix.gov <cynthia.aguilar@phoenix.gov>

**Subject:** Re: Giants and Papago Park - Expansion project - Community feedback

Mr. Norgaard-Larsen I hope you and yours are safe and healthy.

As you are aware the San Francisco Giants operate pursuant to/or through various agreements with the City of Scottsdale and City of Phoenix for our facilities at the Papago Baseball Complex. In keeping with those agreements we would ask you direct your outreach efforts, questions or requests to those entities. Best, JK. Jon Knorpp - Senior Managing Director

**Date: April 8, 2020: From Friends of Papago To Sarah, Josh and Jon Re: Giants Project at Papago Park (From FOPP to Giants staff, asking if they are aware of destruction caused by ‘enhancements’ and deceitful presentation of Facility Giants project, which was to not expand into desert)**

Good day Sara, Josh, and Jon

First of all, I hope you and your families are staying safe and healthy during these unique times.

We are reaching out to you in hopes that you may be able to share some feedback related to the SF Giants Project happening at Papago Park in Phoenix.

We know you have already been contacted by the City of Scottsdale and Phoenix related to our group's continued outreach, but we have (so far) not heard anything from the Giants directly.

We wanted to ask about your feedback on this project, and how the Giants feel about the expansion taking place into sensitive desert area that has been marked as protected in the Papago master plan. See: [https://www.phoenix.gov/parkssite/Documents/PKS\\_NRD/PKS\\_NRD\\_Papago\\_Park\\_Master\\_Plan.pdf](https://www.phoenix.gov/parkssite/Documents/PKS_NRD/PKS_NRD_Papago_Park_Master_Plan.pdf)

As you may not be aware of, Papago Park is an **extremely sensitive desert park**. However, each year, the City of Phoenix keeps "chewing away" at the park with "minor" expansion and "enhancement" projects. All against the will of the local residents. In just the past 3 years we have seen:

- 1) Paving of desert trails
- 2) Expansion of golf course into desert land
- 3) Expansion of Baseball training facility outside its original boundary. Reference attached map showing approximate expansion acreage on the west side of original facility.

All without the proper review and compliance of the Papago Masterplan and against the will of the people.

Our group has lodged a few citizen petitions against the cities of Phoenix and Scottsdale, as well as engaged with a few media outlets and TV news media. We wanted to get your side of the story as well.

Is the Giants even aware of the existence of the Papago Masterplan? Was this brought to the attention of the Giants that this is NOT what Papago Park was intended for? Less desert? Is this what the Giants want? An entire neighborhood spanning three cities upset at this project? Are you aware there is a land trust deed that does not allow for this project to happen as the cities have to utilize the park for public convenience purposes? See attached. Pay attention to the signature line.

The City allowed significant expansion to take place outside the original facility. We were LIED to. See the following from March 22, 2018 at the City of Phoenix Parks and Recreation Board meeting: *"Board Member Maya asked if the improvements will all be contained within the existing footprint. Director Erickson responded that the proposal is extremely close to the existing footprint. She noted that it **"bumps~ out" slightly, but does not affect any man-made trails.**"*

<https://apps-secure.phoenix.gov/PublicRecordsSearch/Home/RenderPDF/?id=LRjlrD2/7QOEUqGYSRQ6cxiv+YZabmGkYVvgbviQBhA=>

Also, the City of Phoenix does not mention any expansion outside the original facility size in the April 18th 2018 City Council Report ordinance S-44448. Was this simply left out for convenience purposes? Or was information being purposely withheld from City Officials? Did City Council know that they voted to destroy desert and illegally expand the facility?

Source: <https://apps-secure.phoenix.gov/PublicRecordsSearch/Home/RenderPDF/?id=E1fNle67uEdN6ujECg0S5LCtvEGslbFGdSSdce72BYo=>

We would encourage you to check out our website below as well as social media for pictures of the project and expansion outside of the original foot print.

We want to make it clear that we have NOTHING against the SF Giants as an organization. We are confident that you have done your due diligence, but we want to ensure you are aware of what is actually happening.

The city keeps saying that "the fence may make the project appear bigger than it really is". Well, take a look at the attached photo and tell me that doesn't show sensitive desert being destroyed all the way up to the fence line. This was also recently documented by a news interview.

Thank you,

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: [friendsofpapago@gmail.com](mailto:friendsofpapago@gmail.com) Web: <http://www.friendsofpapagopark.org>

**Date: April 16, 2020: From A. Deal To J. K. Giants - Re: Papago Park Giants**

**(A. Deal thanking Giants CEO and asking for a meeting with all parties to see if there is middle ground)**

Mr. Knorpp

Thank you for talking to me yesterday about the Giants Project at Papago Park. It was 30 minutes well spent. I found your explanations about the project to be balanced and well-reasoned, particularly with relation to the environmental concerns being taken into consideration.

The problem is not the project. It is the location. As I told you, The Giants, like it or not, are in the middle of a debate about the future of Papago Park. Those of us who love Papago Park and who want to preserve it as a desert habitat, as we believe it was intended, do not judge the project solely on its merits, but as one more episode in the continuing devastation of the Park. You are in a crossfire.

During our conversation, you encouraged us – those who have misgivings with current policies and activities relating to the park -- to talk to and meet with Phoenix and Scottsdale officials, so that we can, hopefully, find common ground, or at least, establish a working relationship. Therefore, I am sending copies of this to those concerned, in the hope of being able to work with them to resolve our differences.

I fully support a meeting with Phoenix and Scottsdale officials, with two caveats:

1. That the Giants be part of any meeting. You rightly said that the Giants could not ethically assume a either a pro or con position with respect to local city politics and management decisions, but your organization is deeply involved in the current controversy and I am sure it can contribute in many positive ways to this discussion.
2. That there be understanding that the City of Phoenix shall work to establish a no-build, no-development perimeter within the park, within which basically all construction or improvements of any type are forbidden, forever. This would be similar to the protections enacted for the Phoenix preserves and it would be drawn up by a committee (to be defined) and approved by the city council. Note that we have no intention of telling Phoenix what Phoenix can do or cannot do, we just want to establish, for the first time, formal limitations to future development in Papago Park.

I think these demands are very reasonable. Can anybody say that the Giants should not be part of a discussion about an area that includes their project, particularly in view of the extensive labor and financial investments? Also, will the Cities of Phoenix and Scottsdale take the position that there should be no limits to new developments in Papago Park? I think not.

This meeting, should it happen, would be online for obvious reasons. The cities may propose possible times for this encounter, I am looking forward to it.

J. Arthur Deal

**Date: April 13, 2020: From Giants To A. Deal - Re: Giants Project at Papago Park**

**To: A. Deal**

**Subject: SFG - Papago Park**

Mr. Deal do you have a phone number and time you can be reached tomorrow morning for a one on one call? Jon Knorpp

**Date: March 1, 2020: From A. Deal To Lasse, Friends of P. Park - Re: Petition**

**(Text of PETITION submitted to City of Phoenix about constriction of Facility and violation of 'park only' covenants. Declares that conditions of Lease to Giants are unethical and disturbing. A similar Petition was submitted to Scottsdale. Responses were generic and unconvincing).**

To: Lasse (Friends of Papago Park)

I spent a lot of time reading Phoenix city charter and codes....

Below is text of Petition I will submit to City of Phoenix. It is very similar to that submitted to Scottsdale As stipulated in Chapter IV Section 22 of the Phoenix City Charter, this written petition is presented to the City Council today, February xx 2020, to be acted upon within fifteen days.

The petitioner undertakes this action in the belief that the City Council is committed to responsible and open government, fiscal prudence and acting in the interest of the people, including the preservation and maintenance of natural spaces that have been designated as areas of public enjoyment and use.

### Petition

The undersigned is a concerned citizen of the City of Phoenix who demands information on the agreement and work being conducted under the terms of the Lease signed on November 26, 2018 between the City of Phoenix and the City of Scottsdale relating to the Papago baseball facility at the Northwest corner of McDowell Road and 64th Street, and surrounding areas. This petition concerns actions taken by the Giants baseball corporation, which has subleased said facility from the City of Scottsdale.

I want detailed, written answers to each of the following questions, in bold type:

- 1. Why does the new baseball facility area under construction exceed the contractual lease area?** Who is responsible for this and what penalties are to be levied for the destruction of native habitat and contravention of the Lease? The original footprint of the facility, until 2018, was approximately 30 acres. In both the Lease (Exhibit A) and **Sublease the area is defined as being 36.75 acres. Work in progress appears to encompass an area of approximately 42 acres.**
- 2. What is the reason for the Sublease (Scottsdale to Giants) when it basically mirrors the Lease (Phoenix to Scottsdale) done at the same time with almost the same contractual and financial conditions?** Looking at the operation and the two documents, it seems that Phoenix could have leased the area directly to the Giants without using Scottsdale as an inert intermediary. There must be a logical reason for this ménage à trois. It would be interesting to know the history of the negotiations between Phoenix, Scottsdale and the Giants that resulted in the Lease and Sublease. It seems that that Papago Park was only one option for the Giants and it was a long process. In the sports media, it was reported that “after several years of discussions, negotiations and strategy sessions, ...they received approval...”.
- 3. Why wasn't it clear for the start that this development was not just an upgrade of an existing baseball facility, but an expansion, bulldozing and rebuild?** The lease permits “substantial improvements” (Article 1.1) and sublease states that the Giants will be allowed “to construct certain improvements at the facility”. An interview by Giant executives in San Francisco says they are “rebuilding Papago... from scratch” and “the fact that you don't have to work around existing facilities or structures is incredible”.
- 4. Does the City of Phoenix believe that lease equivalent to \$4,250 a month (Article 2.2) is a proper rental value for 40 acres of prime real estate in the best location in Phoenix? On what basis was this amount determined?** If said lease had be made to another government entity for public enjoyment and use, it could perhaps be view as symbolic amount given the benign nature of such transaction; however, when made to a private, for-profit corporation with the full knowledge and approbation of Phoenix, it becomes a matter of deliberating to what extent the provisions relating to fraud and collusion (Phoenix City Charter, Chapter 9, Sections 2 and 3, and related City Code items in Chapter 31A) apply considering that Scottsdale and it sublessee assume the role of contractors, rendering services and performing work on City of Phoenix property.

5. **Does the City of Phoenix believe that a facility used by a commercial enterprise to conduct operations should be qualified as a “governmental activity” and therefore be tax exempt, as per Article 2.6 in the lease?** So, to add insult to injury, not only is the rent chickenfeed, but it is tax-free chickenfeed.

6. **Is the City of Phoenix aware that clauses in the Giants sublease with Scottsdale seem to overrule those in the Lease which Scottsdale signed with Phoenix, to the possible detriment of the people and taxpayers of Scottsdale?** There is a clause in the sublease that states “Scottsdale shall be solely responsible, and the Giants are not required, to comply with the provisions...”. This makes the City of Scottsdale primarily and fully liable for all covenants and liabilities in the Lease, while exempting the Giants from said obligations.

7. **What is the extent of the new and very extensive but as yet unspecified pathways to be added north of McDowell, referred to as “perimeter walking trails” in item 2.3.1 of the Lease and “Public trails to be developed by Scottsdale” in Exhibit C?** The relevant exhibit shows a large area in yellow color for these pathways, with nine arrows pointing in all directions. Note also that these paths occupy areas not included in the lease (Exhibit A).

8. **Given the “new overflow parking lot” in the lease (Article 2.3), the “public trails” to be built by Scottsdale referred to in the item interior, and the shoddy asphalt sloppily dumped north of the softball facility in a parody of a parking lot, does the City of Phoenix have knowledge of any development or construction of additional facilities or improvements in the area North of McDowell Road?** Note that all these “improvements” and constructions result in less desert habitat and comprise an area far greater than that stipulated in the lease. Note also the presence of a dumpster and tagged bushes north of the softball facility that seem to indicate some activity has been planned for that area. Therefore, in reality, the total area dedicated to the baseball facility and associated premises will not be 36.75 acres, but as much as 50 to 60 acres or even all the land between McDowell and Oak street.

9. **Why is the 2010 Papago Park Master Plan included in the lease (pages 55-166) and what are the “permitted encumbrances” (Article 18.2e relative to Exhibit F) in that plan and how would they be exercised and by whom?** It seems that there is no reason for the 2010 plan to be included in the Lease. Not only that, the 2010 plan makes no mention of any changes to the baseball facility and therefore the lease is in contravention to the terms of Article 1 which says both the lease and sublease are subject to the provisions of, among other laws and ordinances, master plans.

10. The lease includes a copy of the 1939 act transferring Papago Saguaro National Monument to the State of Arizona (pages 37-39), the 1959 Certificate of transfer to Phoenix (page 40), the 1997 land patent by the US to the City of Phoenix (pages 41-44) and the 1964 deed from the State of Arizona to Phoenix (pages 40-54) relating to the Park, it’s use and enumerated grantees. **In ALL of these documents there are provisions that clearly stipulate that the land is to be used for “municipal, park, recreation, or public convenience purposes” (1939), “for park, recreation, or public convenience purposes”, again (1959 ), for “a city park only” (1997), and, once again, for “municipal, park, recreation, or public convenience purposes” (1964).** Given the constant reiteration of the principle establishing that the land is to be used as a park or for purposes of public convenience, how does the City of Phoenix justify relinquishing control of forty acres to a corporation building an enclosed private facility, which, according to the lease (Article 23.21) “will quietly have and enjoy the facility during the term hereof, without hindrance by Phoenix or any person claiming an interest in the facility”? So, for the first time ever, for a pittance, for a term of 35 to 45 years, the City of Phoenix, in collaboration with Scottsdale, has given control of a significant part of Papago Park to a private corporation to build an enclosed restricted facility to be used for monetary gain.

**11. Considering that the 1964 State of Arizona deed for the park explicitly identifies permitted leases as being for Phoenix, Tempe, the Army, Zoo, Botanical, SRP and the highway dept, how does the City of Phoenix reconcile the lease of a large area to a multi-billion dollar private corporation with the restrictions in that deed?** The seven entities identified in the deed as authorized grantees are all government entities, non-profit associations or utilities serving the public. Neither the city of Scottsdale nor the Giants are on that deed. Note that the lease signed by Phoenix is not for a building or commercial activity; it is for the land. Even when building a stadium in the 1960s (the one on Van Buren) the City of Phoenix required specific authorization from the State of Arizona, and in no way does the agreement for that stadium approximate the scale and insidious nature of the deal signed with Scottsdale and its subleasee.

**12. How does the City of Phoenix view the possibility that the terms of the Lease and Sublease may be a violation of the prior deeds and agreements listed above, to the extent that actions taken under those leases may be grounds for the US Government or State of Arizona to exercise the 'revert' and 'abandonment' clauses in the 1937, 1959, 1961 and 1964 agreements?** There are multiple clauses in both US and Arizona documents pertaining to the transfer and use of Papago Park which state "The grantee is hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park" and that if "attempts to transfer title or control over the lands to another (or) the lands have been devoted to a use other than that for which the lands were conveyed" the title would revert to the United States.

**13. Will the city of phoenix make a formal commitment to not "improve" or develop or remove even another square foot of what remains of the desert habitat of Papago Park?** Over the course of time, and particularly in the last few years, there has been a constant degradation of the native habitat area remaining in the Park, and Phoenix has been the most devious practitioner of this assault on desert flora and fauna. It has expanded a golf course, moved fences, added concrete walkways, built utility facilities, constructed and paved access roads over untouched Sonoran desert to provide an unnecessary entrance to an area given to an educational institution (that had its own golf course but which is being developed for commercial use and gain, making Phoenix an silent, incestuous partner in the never ending land development that has characterized Arizona for a century). Sorry, I got carried away. In all this, one thing is certain: the City of Phoenix does not view Papago Park as a park, for public use and enjoyment of its natural beauty; instead it is a mere resource to be exploited and used without care or consequence. This has to stop. Now would be good.

**In a final note, it is interesting to note the difference between the public actions regarding the Phoenix Mountain preserve and the attitude of City of Phoenix officials toward Papago Park. By popular measure, included in the City Charter (Chapter XXVI), all "native plant and animal communities [must be maintained] in their natural state" and "no land within any City Mountain Preserve...shall be sold, traded, alienated, redesignated, leased, or otherwise deleted or removed from the Mountain Preserve except by approval of a majority of electors voting thereon". Contrast the rigid protection enacted by public vote for the mountain preserves with the lackadaisical, over-indulgent attitude of City Officials towards Papago Park.** Note that the City of Tempe has declared their portion of Papago Park to be a preserve, exempt from most development or improvements. Cannot Phoenix do the same?

+ the italicized notes above are added for clarification of items in inquiry.

This petition about events at Papago Park is submitted and signed by (Signatures here)

**Date: February 19, 2020: From Phoenix Council To Phoenix Officials - Re: Giants Project Illegal expansion (Response from Phoenix with 'Official' position on Lease of Facility and work being done there)**

From: Council District 6 PCC <[District6@phoenix.gov](mailto:District6@phoenix.gov)>

Subject: RE: Giants facility- Papago Park - Illegal expansion?

To: Council District 6 PCC <[District6@phoenix.gov](mailto:District6@phoenix.gov)>, Friends of Papago Park <[friendsofpapago@gmail.com](mailto:friendsofpapago@gmail.com)>

Cc: Receptionist PKS <[receptionist.pks@phoenix.gov](mailto:receptionist.pks@phoenix.gov)>, Mayor Gallego <[mayor.gallego@phoenix.gov](mailto:mayor.gallego@phoenix.gov)>, Inger Erickson <[inger.erickson@phoenix.gov](mailto:inger.erickson@phoenix.gov)>, Gregg Bach <[Gregg.Bach@phoenix.gov](mailto:Gregg.Bach@phoenix.gov)>

Good Morning,

The total land area referenced in the agreement is approximately 36.75 acres. As listed in the agreement, this is an approximate total of acreage. The fence line of the current construction site will continue to shift throughout the project based on the work being performed and may make it appear to be more or less than the 36.75 acres.

The City of Phoenix is still the landowner and the property has not been sold or transferred. This site was constructed to serve as a baseball facility in 1994 when the City of Phoenix entered into a Sports Facility Use Agreement with the Oakland Athletics who operated the facility until 2014. Subsequently, Phoenix entered into a letter of agreement with the City of Scottsdale to allow the San Francisco Giants to utilize the Papago Baseball Complex.

A master plan was developed in 1998; and in 2010, a more comprehensive regional Master Plan was developed in conjunction with a consulting team, municipal stakeholders, staff and community input. The City of Phoenix Parks and Recreation Department continues to use the 2010 Master Plan as a guide in managing the natural elements of the park and providing recreation use that is appropriate and beneficial for the community.

For further questions, please contact Parks and Recreation Deputy Director Cynthia Aguilar at [cynthia.aguilar@phoenix.gov](mailto:cynthia.aguilar@phoenix.gov); or 602-256-3369.

Best,

Office of Councilman DiCiccio

200 W. Washington St., 11<sup>th</sup> Floor

**Date: February 14, 2020: From A. Deal To Phoenix Officials - Re: Baseball facility Giants Project (Arthur Deal to Scottsdale councilwoman explaining his long – 120 years – attachment to Papago Park)**

Re: Papago Park Baseball facility project

To: Littlefield, Kathy (Scottsdale Councilwoman)

Thank you, Kathy. I appreciate the rapid response. I really don't think the Giants project will stop, and I am not really mad at them. They are doing what corporations do. I think the Cities of Phoenix and Scottsdale were careless in their stewardship of public lands and I hope they learn a lesson and leave the rest, what little is left, alone. Arthur Deal



PS: Where I am coming from... I was born here. I have a picture of my grandfather (left) at the site of Murphy's Horse Ranch, at what is now Thomas and Scottsdale Road, taken in 1898. He worked for Bill Murphy (the other one, William J.) the man who built the Ingleside, Arcadia, the Arizona Canal, etc from 1898 until 1908. He knew old Scott himself, who

lived a block north. As a boy raised in Tempe near the State College (Now ASU since 1957) I used to ride my bike across the old Ash Bridge, past the fisheries to Hole-in-the-rock. Unlike 99.9% of people here, I have sat on the steps of the old amphitheatre on McDowell to hear concerts, before there was a McDowell there. I care deeply about the park.

**Date: February 12, 2020: From Friends of Papago To Phoenix Mayor Gallego - Re: Meeting Request (Request for meeting with Phoenix about work at Papago Park, with Meeting request form. There was no response and no meeting)**

From: **Friends of Papago Park** <[friendsofpapago@gmail.com](mailto:friendsofpapago@gmail.com)>

Subject: Meeting Request Form - Mayor Gallego - Friends of Papago

To: <[patrick.carlson@phoenix.gov](mailto:patrick.carlson@phoenix.gov)>

Good day Mr Carlson,

Please find attached meeting request for Mayor Gallego.

Also attaching several files to be included in meeting invite. We would kindly ask that the Mayor review the list of attached questions before a possible meeting.

I'd be happy to discuss meeting agenda prior, via a call if needed.

Thank you,

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: [friendsofpapago@gmail.com](mailto:friendsofpapago@gmail.com) Web: [www.facebook.com/friendsofpapago/](http://www.facebook.com/friendsofpapago/)

**Date: February 12, 2020: From A. Deal To Scottsdale City Council - Re: Baseball facility Project (List of questions sent to Scottsdale. Basically same question were asked of Phoenix via Public Petition. Also, the worst parking lot in human history, built over 2 more acres of desert and never used))**

To: City Council <[CityCouncil@scottsdaleaz.gov](mailto:CityCouncil@scottsdaleaz.gov)>

**Subject:** Papago Park Baseball facility project

Please give a copy of this to each member of the council.

This list of questions has surfaced on the Internet and I think you all should be aware of it, to provide a proper response, since it does concern the City and people of Scottsdale, and other nearby locations. Maybe, who knows, quem sabe, you could put it on the agenda for discussion in a public council meeting. Thank you. Arthur. PS: a lot of people are very unhappy about this.

**Questions about the Papago Park baseball facility project:**

- Why does the new baseball facility area exceed the detailed contractual area? Who authorized this? How did 30 acres (original footprint) become 36.75 acres (Sublease area) and then more than 42 (being built)?
- What is the reason for the Sublease (Scottsdale to Giants) when it mirrors the Master Lease (Phoenix to Scottsdale), done at the same time with almost the same contractual and financial conditions? Looking at the operation and the two documents, it is obvious that Phoenix could have leased the area directly to the Giants without using Scottsdale as an inert intermediary. One gets the impression that there was some backroom deal.
- Why wasn't it clear for the start that this development was not just a remodel or upgrade of an existing facility, but a total bulldozing and expansion of that area of the Park? How did we get from "certain improvements" to total destruction? The Scottsdale sublease says that the Giants will be allowed "to construct certain improvements at the facility" (Recitals, item B). This item gives the Giants the right to "construct, renovate, design and/or otherwise implement the improvements". An interview by Giant

executives in San Francisco says they are “rebuilding Papago... from scratch” and “the fact that you don’t have to work around existing facilities or structures is incredible”.

- How did part of a historic Park, the deed of which was “issued upon the express condition that the lands so conveyed shall only be used for a park, recreation, public convenience purposes” (State of Arizona , 1964) come to be an enclosed, walled, private area with restricted access to be used exclusively by a private entity for commercial purposes? That same deed identifies permitted leases (Army, Tempe, zoo, botanical, SRP and highway dept.), no mention of the Giants.
- Who believes that \$5,000 a month is a good value for 40 acres of prime real estate in the best location in Phoenix? How did they arrive at this amount?



- Why does the Giants sublease from Scottsdale overrule the lease from Phoenix, to the possible detriment of the taxpayers of Scottsdale? There is a clause in the sublease that says “Scottsdale shall be solely responsible, and the Giants are not required, to comply with the provisions...” bla bla bla.
- What is the extent of the new and very extensive, but yet unspecified, paths to be built north of McDowell, to be paid for by Scottsdale?
- Who dumped two acres of ugly asphalt just north of softball facility in a caricature of a parking lot? Is this for the Giants project? Why is there a dumpster next to it and with another acre of creosote plants (aka native flora) tagged for removal? Are they going to scrape and develop this area, too? This brings up the question of what exactly are the plans by Phoenix and Scottsdale for the whole area north of McDowell. Is there a project for this area, too?



- Who initiated this deal – did the Giants approach Phoenix and/or Scottsdale or vice-versa? It seems that this was only one option for the Giants. This was not a quick deal, because it was reported that “after several years of discussions, negotiations and strategy sessions, ...they received approval...”. The financial conditions and other advantages are such that it is obvious why the Giants opted for this deal.
- Why is the 2010 Papago Park Master Plan included in the 2018 sublease? What are the "permitted encumbrances" in that plan and how would they be exercised? By whom?
- Are there sufficient grounds for the US government or State of Arizona to exercise the ‘revert’ and ‘abandonment’ clauses in the 1937, 1959, 1961 and 1964 agreements? Cannot this lease and sublease be seen as an act in violation of the deeds and agreements with the US and Arizona, which state “The grantee is hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park” and that if “attempts to transfer title or control over the lands to another (or) the lands have been devoted to a use other than that for which the lands were conveyed” the title would revert to the United States. The Giants’ lease pretty much gives them full control over the area.
- Did any City of Scottsdale official consider, even for a minute, that there are many people that enjoy the native habitat, flora and fauna in the park, and who would be adverse to the destruction or discharacterization of this area? What a silly idea!

Bonus questions:

- Why doesn’t the City of Phoenix enforce the “Vandalism, and removal or destruction of vegetation is prohibited” rule posted around the park, particularly in the Giants facility?
- Why do we need golf courses in Papago Park? Why do we need TWO golf courses? Are there not at least 258 such features in the Valley?

**Date: Feb. 12, 2020: From Friends of P. Park To Phoenix Officials - Re: Issues not addressed (Email from FOPP about issues not addressed in 2/11 email from Councilman DiCiccio)**

Good day

Thank you for your reply. However, there are several issues at hand that you have not addressed.

- 1) The expansion appears to be larger than what original plans had approved. Can we please get detailed construction maps and drawings that outlines what was approved? Our calculations show approximately 36 acres was "approved", but current construction appears to be 41+ acres. The original facility was 30 acres. See attached data and pictures. This supports our claim that the destruction is done all the way out to the fenceline.
- 2) The 1937, 1959 and 1961 agreements formalizing the Park stipulates that Papago is to be used by Phoenix, Tempe, SRP, Fish & Game (Zoo), Army, AZ Cactus Society (Botanical) and Highway Department (rights-of-way). These agreements also say that Phoenix is prohibited from selling or transferring, or attempting to sell or transfer, areas of the park. Can you please confirm this statement?
- 3) The Giants, a for-profit entity, has taken possession of the park area. The result: less desert. How does this match with the Papago Masterplan?
- 4) How does city keep destroying this park and blatantly ignore the Papago masterplan? Where was the community outreach?

Is the City of Phoenix aware that there is document that transferred Papago Saguaro National Monument to the State of Arizona? If not, please see attached. This patent states: *“This patent is issued upon the express condition, that the lands so granted shall be used only for municipal, park, recreation, or public convenience purposes, and if the lands or any part thereof, shall be abandoned for such use, such lands, or such part, shall revert to the United States”* -signed President Franklin D. Roosevelt

How is a private, for profit, baseball stadium "public convenience purpose"?

We kindly ask that the Councilmember review these items, as well as a lengthier list of questions attached. We are more than happy to meet with the councilmember at the Park for a visual tour.

Thanks, Lasse Norgaard-Larsen / The Friends of Papago Park team

**Date: February 11, 2020: From Phoenix Council District 6 To Phoenix Officials - Re: Giants Project (Email from Phoenix Councilman saying Phoenix owns the Land and they can do what they want, and some other irrelevant facts)**

Good Morning,

The City of Phoenix owns the Papago Baseball Complex located at 1802 N. 64th Street. This site was constructed to serve as a baseball facility in 1994 when the City of Phoenix entered into a Sports Facility Use Agreement with the Oakland Athletics who operated the facility until 2014. In 2016, Phoenix entered into a letter of agreement with the City of Scottsdale to allow the San Francisco Giants to utilize the Papago Baseball Complex. The letter also expressed Scottsdale's intent to explore the possibility of permanently relocating the Giants player development program to this site.

On March 22, 2018, the Parks and Recreation Board granted authorization to recommend City Council approval of an ordinance authorizing the City Manager to enter into an Intergovernmental Agreement with the City of Scottsdale for the improvement, operations, maintenance and use of the Papago baseball fields for Major League Baseball. On April 18, 2018, the Phoenix City Council granted this approval. The agreement between the City of Phoenix and the City of Scottsdale was executed on November 26, 2018. The agreement between the City of Phoenix and Scottsdale, grants Scottsdale the authority to sublease the Facility to the San Francisco Giants.

In June 2019, the Scottsdale City Council granted approval for a sublease agreement with the San Francisco Giants for use of the facility. Additionally, Scottsdale held an open house with the community on June 26, 2019. Per the agreement, the San Francisco Giants will operate the facility in a similar fashion as the Oakland Athletics did for 20 years. They will implement facility improvements, be responsible for operations and maintenance, allow community use and pay annual rent to the City of Phoenix beginning in 2022. Annual rent begins at \$50,000 per year and escalates to \$75,000 by the end of the contract term. The partnership between the City of Phoenix and Scottsdale will also result in an annual savings of approximately \$850,000 per year to the City of Phoenix.

The total land area referenced in the agreement is approximately 36.75 acres. As listed in the agreement, this is an approximate total of acreage. The fence line of the current construction site will continue to shift throughout the project based on the work being performed and may make it appear to be more or less than the 36.75 acres. The asphalt area referenced was installed with approval from the City of Phoenix to serve as a temporary overflow parking lot to accommodate parking for larger tournaments held throughout the year. The overflow parking lot prohibits people from parking in other non-designated areas, including desert areas. This will be removed and revegetated after completion of the project in 2021.

A master plan was developed in 1998 to help restore the beauty and character of Papago Park. A one-year effort, led by a 15-member steering committee and open to public comment, provided a final Master Plan. In 2010, a more comprehensive regional Master Plan for Papago Park was developed; and nearby Tempe Papago Park and Scottsdale Canal Park were included as part of an effort to develop one Great American Park. The consulting team and four key municipal stakeholders, the City of Phoenix, Salt River Pima-Maricopa Indian Community, City of Tempe and City of Scottsdale reviewed previous master

plans, involved staff and solicited community input to expand upon the original effort to provide recommendations for managing natural elements of the park, while also providing direction for developing the area as appropriate, while maintaining the vision and mission of the park.

The City of Phoenix Parks and Recreation Department continues to use the 2010 Master Plan as a guide in managing the natural elements of the park and providing recreation use that is appropriate and beneficial for the community.

Best, Office of Councilman DiCiccio

**Date: February 12, 2020: From A. Deal To: Friends of Papago - Re: Giants Project**  
**(Arthur and Lasse meet; they had pursued same objectives unknowingly. Image below of interview by Giants personal in sports media shows that from the very start of project it was a complete tear down of old facility – never just a ‘remodel’ but a complete rebuild ‘from scratch’ of a new, larger facility)**

It was good to meet you today, Lasse. Lets see what happens and where it goes. I will do my best to make a dent in their plans for developing the park. I am sure we don't know the whole story, yet.

I am attaching some documents for you... Arthur

## Giants' focus on player development includes massive facilities upgrade

By Alex Pavlovic | January 09, 2020 11:33 AM

[nbcports.com/bayarea/giants/giants-focus-player-development-includes-massive-facilities-upgrade](https://nbcports.com/bayarea/giants/giants-focus-player-development-includes-massive-facilities-upgrade)

For months, the Giants were coy about the new dimensions of Oracle Park, preferring to keep all information private until a press release with renderings went out **shortly after the Winter Meetings**.

But some eagle-eyed hikers at Papago Buttes in Phoenix might have unknowingly gotten a sneak peak of the changes to Triples Alley.

The Giants are just breaking ground on a state of the art minor league facility in the shadow of the Buttes, where Phoenix turns into Scottsdale. The complex, which is a three-mile drive from Scottsdale Stadium, will have the latest in baseball technology, a sprawling new weight room and modern rehab facilities that the Giants believe will vault them from the bottom of the league to the top in terms of minor league facilities, but the coolest feature might be a very simple one.

The Giants plan to have six fields at their new facility, one of which will have the exact outfield dimensions of Candlestick Park. An adjacent field is being built with the new dimensions of Oracle Park.

To keep up in what has become an arms race of sorts, the Giants are investing more than \$50 million to rebuild Papago -- where A's minor leagues used to train -- **from scratch**.

"We're not going from league average to something new," farm director Kyle Haines said. "We're going from the smallest square footage minor league facility in all of Major League Baseball to this."

When it's finished, Papago will give the Giants a year-round facility in Phoenix that **will match or exceed what their division rivals have done in the area**. They'll have two more fields than the current facility and they are being placed strategically for players' benefits, making it easier for prospects to get their work done and for coaches to schedule workouts.

**"We kept a couple of existing field footprints, but to be able to level the building and say what do we need, that's something we've been wishing for for a long time," Haines said. "To be able to build it in our vision -- obviously you can't do everything -- but the fact that you don't have to work around existing facilities and structures is incredible."**

The Giants are working with a fresh slate, literally tearing the old facility down and rebuilding **from scratch, so much so that some trees were temporarily removed and put off to the side so that they could later be replanted around the current construction.**



**Date: Feb. 3, 2020: From Friends of P. Park To Phoenix Officials - Re: Giants Facility Illegal expansion (Email from FOPP asking about what is happening at old baseball facility. Councilman DiCiccio responded to this in email of 2/11)**

Subject: Giants facility- Papago Park - Illegal expansion?

To: "Receptionist.pks@phoenix.gov" <Receptionist.pks@phoenix.gov>

Cc: "Council.district6@phoenix.gov" <Council.district6@phoenix.gov>, "Mayor.gallego@phoenix.gov" <Mayor.gallego@phoenix.gov>, "Citycouncil@scottsdaleaz.gov" <Citycouncil@scottsdaleaz.gov>

Good day City of Phoenix parks department.

We are inquiring about the ongoing construction at Papago Park for the Giants baseball facility located at the NW corner of McDowell and 64th street.

We would like to raise the following points and questions to the City of Phoenix:

- 1) We are aware this land was leased to the city of Scottsdale. City of Scottsdale has subleased it to the Giants. Can you confirm?
- 2) The expansion appears to be larger than what original plans had approved. Can we please get detailed construction maps and drawings that outlines what was approved? Our calculations show approximately 36 acres was "approved", but current construction appears to be 41+ acres. The original facility was 30 acres.
- 3) The 1937, 1959 and 1961 agreements formalizing the Park stipulates that Papago is to be used by Phoenix, Tempe, SRP, Fish & Game (Zoo), Army, AZ Cactus Society (Botanical) and Highway Department (rights-of-way). These agreements also say that Phoenix is prohibited from selling or transferring, or attempting to sell or transfer, areas of the park. Can you please confirm this statement?
- 4) The Giants, a for-profit entity, has taken possession of the park area. The result: less desert. How does this match with the Papago Masterplan?
- 5) How does city keep destroying this park and blatantly ignore the Papago masterplan? Where was the community outreach?

Thank you in advance,

Lasse Norgaard-Larsen / The Friends of Papago Park team

E-mail: [friendsofpapago@gmail.com](mailto:friendsofpapago@gmail.com) Web: [www.facebook.com/friendsofpapago/](http://www.facebook.com/friendsofpapago/) [\[facebook.com\]](#)

**Date: Nov. 2, 2019: To Pamphlet for neighborhood - Re: Baseball Facility (Pamphlet handed to Mayor Jim Lane of Scottsdale at neighborhood picnic, asking about what is going at Papago Park)**

You may have noticed the large, long green construction (temporary) fence erected around what was the City of Phoenix baseball facility at the corner of 64<sup>th</sup> street and McDowell. This is the result of a joint venture by Phoenix, Scottsdale and the Giants to "keep the Giants in the Valley, without any cost to the City of Phoenix", as stated in a Fox10 report. According to that report, "The proposed plan involves the City of Scottsdale leasing the complex for 35 years and spending \$35 million along with the Giants to upgrade the facility, adding a parking lot and also improving hiking trails in the area."

I was curious about this enterprise; it looked like another land grab (remember the "Papago Park Master Plan of 2010?"), so I tried to find out what is going on, as follows...

First of all, they are expanding the baseball area, adding 2 fields and other facilities. In plain English: less Papago Park.

The City of Phoenix (which owns the area) leased the facility to Scottsdale, which then subleased it to the Giants (Contract No. 2019-104-COS). The facility is defined as having an area of approximately 36.75 acres. This is called the Master Lease in all relevant documentation.

The Giants seem to be building a facility with 40-42 acres, based upon official communication between the Giants and Scottsdale and data from Maricopa County Land survey website, that also calculates area.

The City of Scottsdale has signed a Lease (35 years + 10) with the Giants relating to the development of the facility.

The Giants will pay an annual rent for the baseball facility of \$60 – 75,000 until 2053. Pretty good price for 36 – 42 acres of prime real estate.

According to COS Resolution No. 11497, the city of Scottsdale is financing the renovation of the downtown Stadium with \$17.2 million Municipal Property Bonds (no voter approval required!). Resolution No. 11455 authorizes a further \$16.6 for the multi-use stadium facility, for a total of \$39.4 million. This is a lot of money for the downtown stadium. It is not clear, contrary to the Fox News report mentioned, who is paying for the remodel of the baseball facility at Papago Park. It may be just the Giants, or not. Nov 2018 The City of Scottsdale signed a 252-page sublease with the Giants, giving them all the terms, covenants and conditions contained in the Master Lease. (Full control over area), According to the provisions of the sublease (2a), in the event of conflicts, the sublease overrules the lease. Nice. The reason the sublease is so big is that it includes a complete copy of the failed, not approved and generally hated 130-page Papago Park Master Plan, from 2010. I went to many meetings about this vague proposal that was severely criticized by Sherwood people and many, many others. There is a murky reference to this (the 2010 Plan) and other laws passed about Papago Park in the exhibits as "permitted Encumbrances". (Note 2/2020: Actually the plan was approved but ignored.)

The only good thing about the 2010 plan is that it recognizes the need for "continuity" between parts of Papago Park, which was cut in two (or three) by the building of McDowell Road around 1960 (?). In fact, all plans developed for the Park since 1964 recognize this issue, but do nothing about it.

Now some history: The Nov 1937 US land grant transferring Papago Park to Arizona says the following:

**This patent is issued upon the express condition, that the lands so granted shall be used only for municipal, park, recreation, or public-convenience purposes, and if the lands or any part thereof, shall be abandoned for such use, such lands, or such part, shall revert to the United States.** . *Certificate No. 1 of Approval of Transfer*

In a 1959 Condition of Sale document, the recognized leases for Papago park are Phoenix, Tempe, SRP, Fish & Game (Zoo), Army, AZ Cactus Society (Botanical) and Highway Department and right-of-ways. These are all government entities, utilities, or non-profit organizations.

In August 1964, in a state of Arizona document, "Municipal use" is defined as a baseball stadium for commercial enterprise (item g). The fact is that the baseball stadium was built and it located 1.3 miles south of the Giants facility.

**With the Master Lease and Sub-Lease to the Giants, for the first time ever, part of Papago Park has been leased to a large, private enterprise. The Giants have basically been given full control over 36-40 acres of Papago Park to a corporation. This creates a precedent that is troublesome. What next? Harkins? Apartments? Casinos? Maybe the "Enterprise Center in the 2010 Plan?"**

**My thoughts. I looked into this because I am tired of the periodic land grabs for Papago Park.** The whole thing is problematic. It is a good deal for Phoenix and the Giants, but not so much for the citizens and taxpayers of Scottsdale. Why is the 2010 Park Plan included in the sublease? Who is pushing this so hard? I really have nothing against the Giants use of the facility, but the whole thing stinks.

If they want to do something good nice for the people of the Valley, they could take their money and rebuild the old historic amphitheater right next to the baseball facility. I am talking about putting 150 yards of McDowell underground so that once again people can enjoy music and live performances in one of the most spectacular settings in Arizona. I am probably one of the few people around that has had the pleasure of listening to concerts from those stone seats, in the 1950s (McDowell did not go through back then) or having a picnic at Sunset point across the way. **Why can't we get a signed statement from these entities declaring that not another square foot of desert will ever be taken for any use,** with the exception of restoring the ancient amphitheater. Let Scottsdale, Phoenix and the Giants do something nice for Papago Park and the people.

**Date: Oct 18, 2019: From A. Deal To (neighbor) - Re: Baseball Facility**  
**(Email about attempts to secure more information and copies of leases for use of Papago Park)**

Hi George,

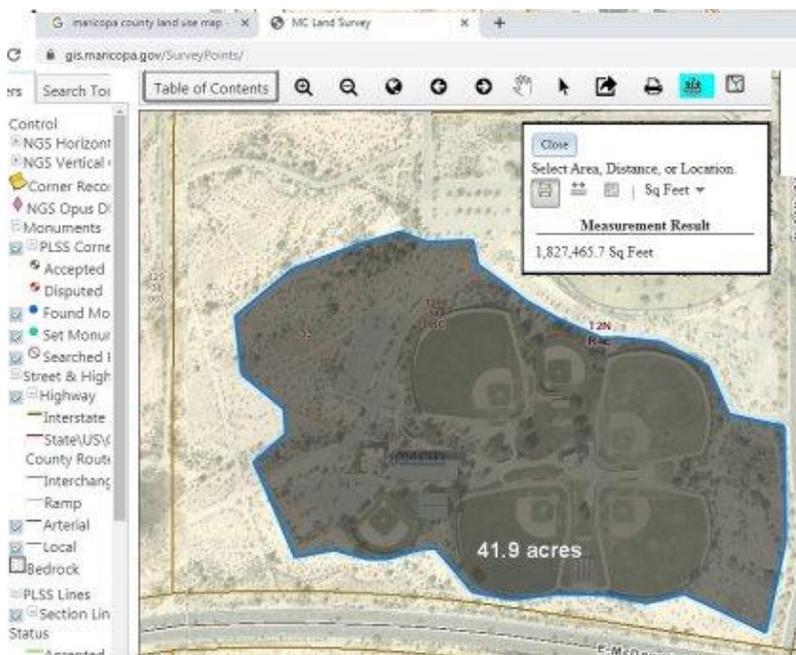
Tess, The Scottsdale clerk sent a link to the "Master Lease". It is a huge file and not able to attach to email You must get a code to download directly from Scottsdale server.

The primary reason it is so big is that it includes a complete copy of the failed, not approved and generally hated 130-page Papago Park Master Plan, from 2010. I went to many meetings about this vague proposal that was severely criticized by Sherwood people and many many others. I thought it was dead and buried but behold it has come to life as Exhibit F on the Master Lease. I guess it was killed with a plastic stake or a golden bullet, so it has risen again. There is a murky reference to this and other laws passed about Papago Park in the exhibits as "permitted Encumbrances".

I have no idea why it is there because that 2010 Master Plan has nothing to do with the Giants baseball facility and current events, as least as far as I know.

I ran the approximate land measurements in exhibit A (In most documents, written in incomprehensible surveyorese) thru the Maricopa County GIS system The 36.75 acres leased by Phoenix to Scottsdale and subleased to the Giants comes out to about 42 acres using the "Site Plan" of June 2019 provided by Scottsdale. No surprise there. See attached graphics.

Today I requested Contract 2019-039-COS. Hopefully it should provide financial data (scarce so far) for agreements between Scottsdale, Glants and Charros. The clerk must hate me by now. That's it for one day. Arthur



**Date: Sept 28, 2019: From A. Deal To (neighbor) - Re: Baseball Facility**

**(Email to neighbor about getting information about baseball area project. Notice long green fence in pictures cutting through desert areas – this is extent of new facility under construction. )**



George, I received an email from Mr. Bill Murphy (Scottsdale) about my question (see below) but he didn't really answer my questions or provide any of the docs that I requested. I had already seen the link he included. In fact, it was where I found his name.

**I would prefer to focus on the Papago Park facility, because I have a 65 year attachment to area and in this time I have seen it change and shrink. Every 5 to 10 years people come up with ideas about how to improve the park, which usually means less park. The long-term concession to a private entity (Giants) is particularly grating.** Somewhere I have a copy of the proclamation by the US gov turning Papago Park over to Arizona. Later, Arizona split it and gave parts to Tempe and Phoenix (and the Army). I am sure all parties are bound to the conditions of the 1914 (?) proclamation (not that it has ever been followed).

This morning, I took more pictures. Attached are 2 pics of the area and an update of the map showing the fence. As far as I know, that fence is recent. It may also just be a temporary barrier to be taken down later.

What I really want to see are the documents (items 2 and 3) that I requested of Mr. Murphy. If they make this difficult I will keep trying. After all, a city contract or agreement is a public document and so there should be no problem.

I really don't have time to pursue the matter now, since I have to go abroad and talk to my daughter about protesters and chinese tanks. I will miss the GAIN meeting next week. Oh well.. But I really want to see those agreements.

Take care

**Date: Sept 27, 2019: From Bill Murphy To A. Deal Re: Papago Park**  
**(First email from Scottsdale explaining the Giants project at Papago Park)**

Mr. Deal,

We have been working with the City of Phoenix on a long term 35 year lease of the Papago Sports Complex which was approved by the City Council in Phoenix in April 2018, and formalized in our contract with the San Francisco Giants on June 11, 2019. The City of Scottsdale hosted a Open House at the Papago Golf Course on June 26, 2019 to provide the adjacent community design and construction schedules for the Giants to begin the renovation work at the Papago Sports Complex. That renovation work began in July and will continue until the take up occupancy in January 2021. Here is a link for your convenience of the agenda item approved on June 11<sup>th</sup>. It is under regular item

#24A <https://www.scottsdaleaz.gov/council/meeting-information/agendas-minutes>.

If you like to discuss further I am happy to discuss.

Bill Murphy

**Date: Sept 27, 2019: From A. Deal To Bill Murphy Re: Papago Park**

**(First email asking for information about what was happening at Papago Park. I had been walking a trail in Papago park when I came to a large green fence across the trail, preventing me from walking down to the softball area. This, obviously, was not just a 'remodel' of the old baseball facility)**

**To:** Murphy, Bill <bmurphy@Scottsdaleaz.Gov>

**Subject:** Papago park

Dear Sir,

I am curious about what is happening at the Papago Park Sports facility. I was told by park personnel that the City of Phoenix, City of Scottsdale, the Charros(?) and the Giants sports team are doing a major re-development of the facility at the corner of 64th and McDowell.

I was told you did a presentation on this subject.

Please provide the content of that presentation

a copy of any agreement between city of Phoenix and city of Scottsdale relating to use and/or development of a baseball facility at Papago Park, since 2018. (please send) a copy of any agreement between city of Scottsdale and the Giants relating to use and/or development of a baseball facility at Papago Park.

Thank you, Arthur Deal

**(End of Exhibit D - Emails)**