



City of Prescott

City Council - Study Session

February 11, 2025 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

AGENDA

The following Agenda will be considered by the **Prescott City Council** at its **Study Session** pursuant to the Prescott City Charter, Article II, Section 13. Notice of the meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending the meeting through the use of a technological device.

Viewing & Participation

This meeting may be viewed on Channel 64, Facebook Live or on the City's website: [City of Prescott Live Meeting Feed](#)

Public comments for Council may be submitted through the City website: [Public Comment Form](#)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - A. Presentation & Discussion Regarding West Granite Creek Park.
4. **ADJOURNMENT**

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (3) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (4) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. § 38-431.03(A)(4));
- (5) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));

- (6) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6);
- (7) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 2/6/25 at 12:00 p.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.



Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: February 11 Study Session
DATE: February 11, 2025
DEPT: City Manager
ITEM #: 3.A
SUBJECT: Presentation & Discussion Regarding West Granite Creek Park.

ITEM SUMMARY

This item is for a discussion regarding parking and potential improvements to West Granite Creek Park.

BACKGROUND

The purpose of this discussion is to seek direction from City Council on the future of West Granite Creek Park. It is prepared in response to public interest in this topic with an understanding that there is neither funding nor plans for City action in the current fiscal year.

West Granite Creek Park is located along Montezuma Street and adjacent to the Hilton Garden Inn. Prior to 1998, the site was home to a manufactured gas plant. By 2001, APS had remediated the site of contaminants and the property became a park. A Master Plan was developed that included trails, creek crossings (4 bridges), a neighborhood garden, a playground, lighting, benches, and signage (Attachment 2) and subsequent grants were used to implement the plan.

In 2011, the City Council approved an agreement for a community garden in West Granite Creek Park (Attachment 3). The agreement permitted active recreational use and allowed parking within the park. The community garden was active until use diminished in 2017.

The Hilton Garden Inn was completed in 2021 and included the installation of a splash pad in West Granite Creek Park (see Attachment 4). Splash pad participants, primarily families with young children, began parking in West Granite Creek Park to access the splash pad. This parking occurred organically and wherever space was available.

In 2022 and 2023, the City Council discussed the possibility of locating a farmers' market at West Granite Creek Park. Engineered drawings, including paved parking (Attachment 5), were created in January 2022 and a request for funding was made in the subsequent budget process. Ultimately, the farmers' market chose another location and funds were not allocated for this project.

To better manage and control the organic parking occurring in West Granite Creek Park, revised drawings were developed in November 2023 to provide a potential parking plan for consideration in future budgets. This conceptual plan provides some ideas to improve safety for all park users, consider ADA requirements, and meet the needs of park users. Based on staff parking counts when the splash pad is in use, 35-40 parking spaces are needed to accommodate current park usage. When the splash pad is not in use, some parking occurs by patrons of neighboring businesses or during large events. To date, no funds have been allocated for this project.

In 2024, three primary concerns related to West Granite Creek Park were expressed to the City: (1) A concern that formalizing paved parking within the park diminishes the enjoyment of the park and could have negative environmental impacts including to a riparian area; (2) A concern that removing all parking from the park would make the splash pad, in particular, less accessible to families and/or

would result in parents and young children parking farther away and potentially having to cross Montezuma Street; and (3) A concern that reducing traffic and adding vegetation in the park could contribute to an increase in homeless activity.

One of the concerned groups, Prescott Alternative Transportation (PAT), has submitted an alternative proposal for improvements at West Granite Creek Park (Attachment 6). This proposal includes 20 parking spots on APS property, with overflow parking spilling onto the Sam Hill Warehouse property, and uses the park space for a new kids' adventure trail, more trees, picnic tables, and so on. Both APS and the owners of the Sam Hill Warehouse property have indicated they are willing to work with the City on parking issues. The City Manager's Office has additionally received a letter from PAT (Attachment 7) regarding their opposition to turning part of West Granite Creek Park into a permanent parking lot.

Staff is now seeking Council direction about the future of West Granite Creek Park. Among the possible paths forward are these options:

- Allow the current parking to continue without improvements to the park.
- Direct staff to develop a parking plan for consideration in the FY2026 budget process.
- Restrict parking within West Granite Creek Park. Require park users to find parking on their own in other parking areas or pursue parking agreements with APS and Sam Hill Warehouse.
- Allow some paved parking in the westernmost portion of the park, including for ADA purposes, and ask APS for use of a portion of their property for parking.
- Direct staff to collect more detailed information on parking needs, ADA accommodation, and potential options for future consideration.

Following Council discussion and public comment related to this matter, staff will take the members of Council to the site in order to view the areas under discussion. The meeting will be adjourned following the site visit.

FINANCIAL IMPACT

None at this time. This item is for discussion only.

RECOMMENDED ACTION

Following discussion, staff requests direction related to parking and improvements at West Granite Creek Park

ATTACHMENTS

1. Attachment 1 - West Granite Creek Park Historical Chronology
2. Attachment 2 - 2000 West Granite Creek Park Master Plan
3. Attachment 3 - 2011 PRESCOTT COMMUNITY GARDEN INC. Agreement
4. Attachment 4 - 2019 Hilton Dev Agreement
5. Attachment 5 - WGCP Parking Plan - Nov 2023
6. Attachment 6 - WGCP Restoration and Parking Rendering
7. Attachment 7 - Prescott Alternative Transportation Letter
8. Presentation_West Granite Creek Park

WEST GRANITE CREEK PARK HISTORICAL CHRONOLOGY

Prior to 1998

- The site was home to a manufactured gas plant. Upon the closure of the plant, there was significant contamination and the property was designated as a Brownfield site.

1998-2001

- APS remediated the property and removed the contaminated soil. The site became a park.

1999

- The City of Prescott adopted a City-wide Open Space Plan. The Plan encouraged acquisition of open space, the enhancement of trail systems, and protection of creeks and riparian areas. Granite Creek was specifically identified for protection, but no specific recommendations or improvements were identified for West Granite Creek Park.

2000

- The West Granite Creek Park Master Plan was adopted. The proposed improvements in the Plan included trails, creek crossings (4 bridges identified), a neighborhood garden, a playground, lighting, benches and signage.

2002

- A grant for \$512,000 was received through Arizona Department of Transportation (federal pass-through funds) for trail development along Granite and Miller Creeks, including sections in West Granite Creek Park.

2008

- The City adopted a new Open Space Plan. The Plan promoted the creation of a connection from the existing downtown greenway along Granite Creek to other greenways north of downtown. This included a discussion of acquiring more open space along the Granite Creek corridor.

2011-2017

- The City Council approved an agreement for a community garden, considered active recreation, in West Granite Creek Park in May 2011. The agreement permitted parking to accommodate the use of the garden but also included

restrictions that the parking could not block the end of Granite Street nor any City trails. The community garden was active until use diminished in 2017.

2018

- Council approved a development agreement with WSH Hospitality for the Hilton Garden Inn (Agreement 2019-088) on August 28, 2018. The agreement scope includes “park improvements/landscaping and revitalization of the Park Area,” referring to West Granite Creek Park, and mentions that a preliminary landscaping plan will need to be reviewed and approved by the City.

2020

- A Granite Creek Corridor Study/Master Plan was conducted with a focus on riparian issues and stream restoration along Granite Creek in the downtown area. The Study called for grade control within the riparian corridor, removal/reduction of trees and invasive species in the creek channel, protection of retaining walls within the creek corridor, and repair of split channels. No specific mention of improvements to West Granite Creek Park is included in the narrative, but a line item in the budget for restoration mentioned a generic “Amenity Area” within West Granite Park without any further detail.

2021

- The Hilton Garden Inn project was completed, including the installation of a splash pad in West Granite Creek Park. Splash pad participants, primarily families with young children, began parking in West Granite Creek Park to access the splash pad. This parking occurred organically and wherever space was available.

2022

- City Council adopted the Granite Creek Area Plan focused on making downtown more interconnected and walkable. The Plan included the rectangular area formed by Montezuma Street, McCormick Street, Aubrey Street and West Granite Creek Park. The Plan mentions creating viewpoints and passive uses along Granite Creek in the downtown area, but had no specific recommendations for West Granite Creek Park.

2022-2023

- City Council discussed accommodations for a farmers' market in West Granite Creek Park. Recreation Services commissioned engineer drawings (January 2022) to include a gazebo, grass area, and other amenities to accommodate a farmer's market. The drawings included paved parking. A request to fund this project was included as a Capital Improvement Program (CIP) project in the FY2024 budget process, but ultimately the farmer's market chose another location.
- To better manage and control the organic parking occurring in West Granite Creek Park, Recreation Services engaged an engineering firm in November 2023 to provide a potential parking plan for consideration in future budgets. This conceptual plan provides some ideas to improve safety for all park users, consider ADA requirements, and meet the needs of park users. Based on staff parking counts when the splash pad is in use, 35-40 parking spaces are needed to accommodate current park usage. To date, no funds have been allocated for this project.

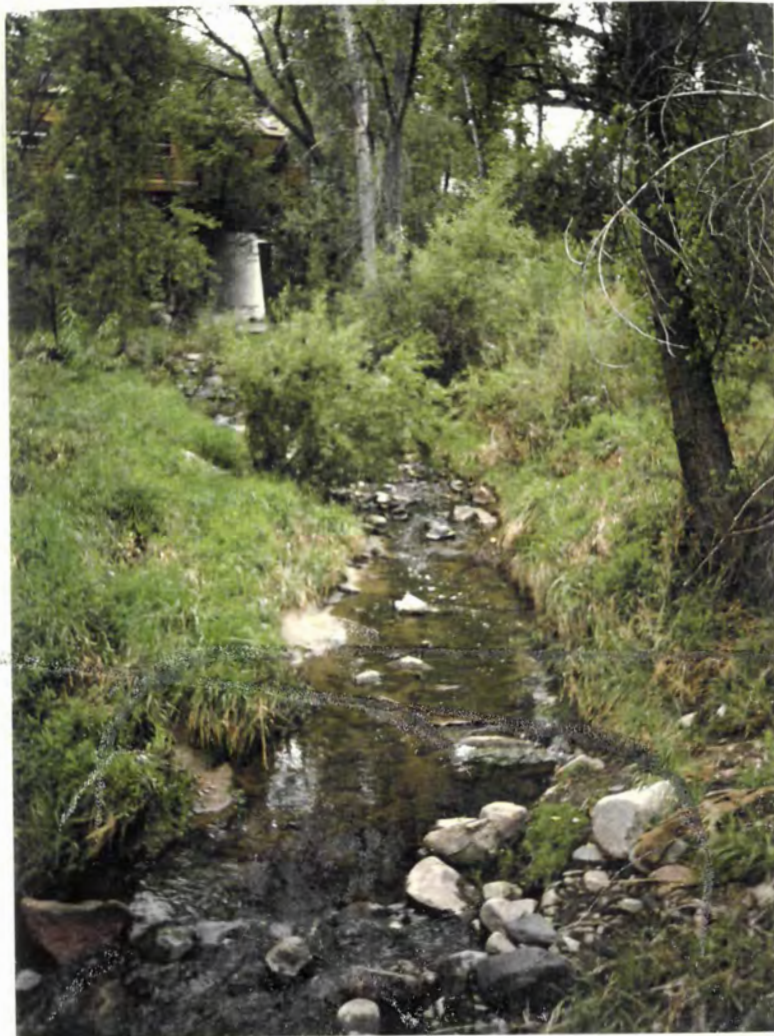
2024-2025

- Three primary concerns related to West Granite Creek Park were expressed to the City:
 - A concern that formalizing paved parking within the park diminishes the enjoyment of the park and could have negative environmental impacts including to a riparian area;
 - A concern that removing all parking from the park would make the splash pad, in particular, less accessible to families and/or would result in parents and young children parking farther away and potentially having to cross Montezuma Street; and
 - A concern that reducing traffic and adding vegetation in the park could contribute to an increase in homeless activity.
- Sue Knaup, privately and in her leadership role with Prescott Alternative Transportation, met with city management from October 2024 – January 2025 and proposed an alternative plan for West Granite Creek Park. Despite productive meetings, a legal representative for Prescott Alternative Transportation requested in January 2025 that Prescott Alternative Transportation's alternative plan be the only path forward considered by the council.
- No further design work has been done by the City for West Granite Creek Park. Consideration of funding for improvements to West Granite Creek Park is proposed to be discussed as part of the FY2026 CIP process.

MASTER PLAN

FOR

WEST GRANITE CREEK PARK



CITY OF PRESCOTT



JULY 2000
FINAL DOCUMENT

Contributors

to the
West Granite Creek Park – Master Plan

Project Leader:

Eric Smith, Trails and Open Space Coordinator, City of Prescott

Citizen Planning Team:

Jay Eby, Creeks Committee - Open Space Alliance, retired U.S. Forest Service
Judy Heywood, Arizona Public Service Company
Doug Hulmes, Prescott College
Barnabas Kane, Landscape Architect
Sue Knaup, Prescott Alternative Transportation & Prescott Bicycle Advisory Committee
Duane Oliver, Arizona Public Service Company
Tom Pettit/Johanna Hawley, Creeks Committee - Open Space Alliance and Neighborhood Representatives
Matt Turner, Prescott Creeks Preservation Association
Warren Zager, Architect, Adjacent Land Owner, and Affected Business Owner

Additional Contributions:

Nathan Houchin, Research and compilation of the resource inventory
Michael Byrd, Prescott Creeks Preservation Association and Riparia, Riparian Ecology Expertise
Judie Jackson, Land Ownership Research
Jim Stein, Prescott Alternative Transportation
Kenna Oseroff, Assistance with Resource Inventory

City Staff Contributing to Plan:

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Jim Shepard, Community Development Department
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Darlene Wood, Risk Manager
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Paul Clemens, Police Department

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RESOLUTION NO. 3274

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A COUNCIL POLICY REGARDING THE FUTURE USE AND DEVELOPMENT OF THE WESTERLY PORTION OF GRANITE CREEK PARK, AND ADOPTING THE WEST GRANITE CREEK PARK PLAN.

WHEREAS, the City Council of the City of Prescott wishes to adopt a policy regarding the future use and development of the western portion of Granite Creek Park; and

WHEREAS, the City Planning and Zoning Commission has recommended approval of the West Granite Creek Park Plan as a guiding document for the future use and development of that portion of Granite Creek Park.

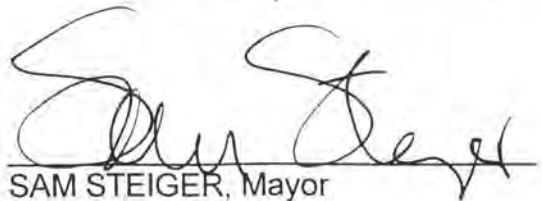
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the City Council hereby accepts and adopts the West Granite Creek Park Plan, attached hereto as Exhibit "A".

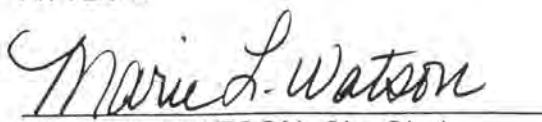
SECTION 2. THAT, it is the intent of the City Council that in making decisions regarding the future uses and development of that portion of the Park, the Planning and Zoning Commission and the City Council shall take into consideration the recommendations contained in the attached Plan.

SECTION 3. THAT, this Resolution shall become a part of the Council Policy Booklet.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 25th day of JULY, 2000.


SAM STEIGER, Mayor

ATTEST:


MARIE L. WATSON, City Clerk

APPROVED AS TO FORM:


JOHN R. MOFFITT, City Attorney

WEST GRANITE CREEK PARK

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Introduction

This document represents a comprehensive citizen planning effort for an area known as West Granite Creek Park. West Granite Creek Park is located in downtown Prescott at the confluence of Miller and Granite Creeks. This Plan and Site Plan (Appendix A) capture a six-month planning effort, combined with additional proposals prepared prior to the beginning of the planning process. Additionally, the planning process included a four-week public review and comment process (early March 2000 to early April 2000) that included displays for public viewing in the Prescott Public Library and a scheduled open house (see public comments in Appendix B).

Planning Area

The area defined as "West Granite Creek Park" (see Appendices C & D) encompasses the confluence of Miller and Granite Creeks, and is predominately in a natural setting. It is bordered on the east by the La Guardia Bridge (Montezuma Street), on the north by the Dexter (Prospect Park) Neighborhood, on the west by the Arizona Public Service Company (APS) substation and operations/maintenance yard and Lincoln Avenue, and on the south by the historical alignment of the Atchison, Topeka, & Santa Fe Railroad and the Millstone Bistro and Bakery (formerly Malarkey's).

Most of the land is within existing City ownership, however, a small portion is in private ownership (i.e., APS, Warren Zager, Prescott College). These private landowners have greatly contributed to the development of this master plan.

For the sake of continuity, and because areas outside the planning area affect or are affected by the West Granite Creek Park, peripheral greenways are addressed in less detail in Chapter 5.

Limitations and Parameters

Certain limitations and parameters dictate what types of uses can occur within the planning area to include the following:

1. This area is classified as a Special Flood Hazard Zone by the Federal Emergency Management Agency (FEMA). This designation strictly limits development within the floodplain, specifically any type of structure or improvement that could become clogged with debris during high runoff and cause flooding (thus dictating the designs of creek crossings).

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2. The majority of the city-owned (park) property within the planning area was purchased using Federal Land and Water Conservation Funds (LWCF). LWCF restrictions state that "Outdoor recreation and support facilities may be located in primary or potential tourist market areas, provided their primary purpose is for public outdoor recreation as opposed to entertainment or economic development, and provided they do not create unfair competition within the private sector" (SOURCE: LWCF restrictions – Section 660.5.3F).
3. This area is also overseen by the U.S. Army Corps of Engineers (ACOE) whom administers the Clean Water Act (Section 401 & 404). ACOE is primarily concerned that developments do not impact the riparian integrity of the area and cause the discharge of sediment (or any other materials) into the creeks. All creek crossings are subject to the approval of ACOE.

Purpose for the Plan

A comprehensive master plan for West Granite Creek Park is overdue. For decades, many Prescott residents have shown interest, pride, and stewardship in the downtown Prescott creeks. See Appendix E for background information and press clippings. In contrast, the downtown Prescott creeks, and the planning area specifically, have also suffered significant resource degradation. Therefore, this plan provides the blueprint for the enhancement of this special area, while also serving as a model (pilot) for other Prescott greenways.

It is important to note that the existing "social" trails and creek crossings are not adequately serving the needs of the area residents. There are many hazards along the existing trails.



Current hazardous creek crossing

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Additionally, when the creeks are flowing significantly, the creek crossings are dangerous and unusable. The result is Dexter (Prospect Park) Neighborhood residents being unable to access directly the necessary services of downtown Prescott.



Current unsafe sewer line crossing being used to cross Granite Creek

This plan addresses the need for suitable trails and creek crossings that will provide adequate connections year-round. This plan also furthers the objectives of Prescott's Mile-High Trail System and Prescott Bicycle and Pedestrian Transportation System – Phase I. A summary of the current trails situation along Prescott's Creeks is found in Appendix F.

While the park will have trail connections to the existing Granite Creek Park, West Granite Creek Park is not intended to be a duplication of the existing park.

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Visions for the Planning Area

The first meeting of the planning team involved a discussion of various "visions" that planning team members have for the planning area. Many planning team members and city staff have closely monitored this site through the 1990s, and have excellent ideas for its enhancement. These include the following:

1. Consider neighborhood and citywide transportation (non-motorized trail connections).
2. Look at trails extending along creeks, upstream and downstream of the planning area. The West Granite Creek Park - Master Plan can serve as a pilot for future creek/greenway trail plans.
3. The potential exists for returning confluence/park area to a model riparian example with minimal development in the floodplain.
4. Look at adequate lighting and other public safety issues. Provide a safe environment at night.
5. Look at the potential to showcase what native vegetation should be/look like, and include educational opportunities.
6. Encourage ongoing cooperation and partnerships between residents, public, and private sectors. Tap into as many organizations as possible.
7. Re-establish ingress/egress (a.k.a. "Gateways") to and from the site.

Goal:

To develop a comprehensive master plan and steps for implementation for West Granite Creek Park.

Objective:

To return the confluence of Miller and Granite Creek (West Granite Creek Park) to an ideal riparian setting with limited park improvements.

Objective:

To establish educational and limited recreational (i.e. trail-related) passive use opportunities, with connections to neighborhoods, businesses, parks, schools, and other Prescott greenways.

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Sample Greenway Trail (Colorado)

Benefits of West Granite Creek Park

Implementation of West Granite Creek Park will have a positive effect on the area, and this is based on the following. Specific benefits will include:

1. The area will be ecologically restored.
2. The area will accommodate increased pedestrians and bicyclists, and contribute to the overall vision of Prescott's Mile-High Trail System of connecting schools, parks, businesses, and neighborhoods.
3. By introducing increased recreation (a human presence), police patrols, and lighting, the area will become less appealing for illegitimate purposes and homelessness.
4. By recruiting neighborhood youth for some of the implementation (e.g., tree planting, trail construction, etc.), youth will learn job skills, teamwork, and camaraderie.

5.

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5. Reduced resource degradation thereby ensuring less dumping, cleaner creeks, and thriving wildlife and vegetative species.
6. Increased neighborhood pride.
7. A place near downtown Prescott that affords opportunities for escape and solitude from day-to-day life.
8. Improved transportation for the Dexter Neighborhood residents.

As more efforts to enhance Prescott's creeks/greenways are underway, a variety of benefits can be found (information extracted from the 1999 Prescott Open Space Plan). Greenways play an important role in the quality of life in Prescott, as well as, throughout the country. Many benefits can be attained by preserving greenways within a community to include the following:

Environmental:

Greenways provide many environmental benefits. These include preservation of wildlife habitat, and maintaining a diversity of vegetative and wildlife species. By preventing continuous development within an area, many vegetative and wildlife species can thrive. In addition, an absence of vehicles and development within a greenway leads to improved air and water quality, less congestion and noise, thus maintaining a more "primitive" setting. Greenways can serve as a travelway for some wildlife species.

Visual:

Of all the benefits of greenways, the visual benefits can be the most noticeable. The visual benefits are directly related to the aesthetics that maintain or increase tourism, and attract new residents, thus providing economic benefits.

Economic:

Many national studies demonstrate that parks, greenways, trails, and open space increase nearby property values. In turn, increased property values can increase local tax revenues and help offset greenway acquisition costs. Spending by local residents on greenway-related activities helps support recreation-related businesses and employment (where recreation is permitted within the greenway). Greenways can often be a tourist attraction thereby generating expenditures on lodging, food, and recreation-oriented services. Greenways improve the overall appeal of a community to prospective tourists and residents, as well as, augmenting valuable remaining watersheds in public ownership.

Recreational/Social:

Greenways can provide a variety of recreational opportunities depending on what is determined appropriate (through a detailed planning process) for a specific greenway.

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Recreational opportunities within a greenway can include a trail system, nature study, bird watching, photography, and escaping the pressures of everyday life. These recreational benefits have links to improved health and fitness.

As the population of the Prescott area increases, more individuals will be seeking the above-mentioned recreational opportunities.

Educational:

Open space presents unlimited educational opportunities, especially if significant biological and cultural resources are found within it. These educational opportunities can be for persons of all ages and abilities, and will ultimately generate more stewards and appreciation for the resource. As increased urbanization is inevitable, greenways educate youth about the importance of balancing development with open space.

Trails:

Trail corridors can often be characterized as linear corridors of open space. Easements for trails can protect a corridor of a predetermined width from development. Since trails attract recreationists that typically have an appreciation for greenways, trail users can become greenway advocates, especially if it protects their ability to recreate. In a 1998 survey contracted by Arizona State Parks as a part of the Trails 2000 Plan development (which involved randomly surveying almost 10,000 individuals statewide), 98% of the respondents ranked "Observing the Scenic Beauty" as their top ranked motivation for using trails.

All of the mentioned benefits to greenways are linked to neighborhood quality of life. Adjacent landowners and area residents can benefit in one or many ways from nearby greenways.

Chapter 1:

History and Existing Conditions

As of mid-2000, West Granite Creek Park was in a state of transition. In 1998-99, large cleanup efforts, some vegetation removal, and additional security by Prescott Police Department greatly improved the site. A major cleanup of contaminated soil in 1999-2000, combined with ecological restoration, partially restored the site to its pre-euroamerican appearance. This chapter identifies existing conditions and current operation of the site.

APS Cleanup

APS conducted a major cleanup of approximately 5.7 acres in attempt to remove soil and groundwater contamination left behind by a manufactured gas plant (operated by a corporate predecessor of APS) that operated from 1909 to 1949. The plant made synthetic gas for domestic heating and lighting. The process used a variety of petroleum fuels, and generated several by-products (e.g., tars, lampblack, oils, and purifier wastes). Contaminants from these by-products include polynuclear aromatic hydrocarbons, lead, metals, sulfur, and ferric ferrocyanide.

APS began environmental studies on the site in 1993, and collected samples from many locations. APS is conducting the cleanup under Arizona Department of Environmental Quality's Voluntary Remediation Program.

Through late-2000, all contaminated soil was removed from the site, and replaced with clean soil excavated from the perimeter of Willow Lake (thereby allowing a deeper lake for future fish habitat). Ecological restoration will take place by Riparia, and local riparian restoration consultant.

Benefits to West Granite Creek Park as a result of the cleanup include the following:

1. Removal of contaminants in the area
2. Relocation of utilities that traverse the riparian area
3. Removal of non-native vegetation (e.g., Siberian Elm, Tree of Heaven, etc.), and replacement with native species (e.g, Cottonwood, Willow, etc.)
4. Removal/grading of filled areas, and restoring topography to a more natural creek confluence
5. Creek restoration on Miller Creek
6. Removal of asphalt and concrete that has been dumped in the area
7. Allow for future land exchanges that will bring more of the area into "public" ownership thereby providing additional educational and recreational opportunities
8. APS has also expressed interest in assisting (i.e., through equipment, donations, etc.) with future enhancements to the park site.

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The Dexter (Prospect Park) Neighborhood

The Dexter (Prospect Park) Neighborhood has a significant connection to West Granite Creek Park, and neighborhood residents take much pride in this confluence of two creeks. The park is not only a recreation area for the residents, it acts as a link in the transportation network especially for pedestrians and bicyclists.

West Granite Creek Park separates the Dexter (Prospect Park) Neighborhood and acts as a buffer from more intensive commercial and industrial uses. The neighborhood consists primarily of Residence B-MH (RBMH) zoning which allows both single and multi-family dwellings as well as the use of one manufactured or mobile home on a lot. Other zoning designations in the area include Flood Plain Conservation District (FPC), Industrial A (IA) and Business B (BB). The residents of this neighborhood have a large stake in the development of West Granite Creek Park area, not just as a benefit for themselves, but for the entire community.

A neighborhood plan for the Dexter (Prospect Park) Neighborhood is also being developed in 2000. This plan addresses a much larger area than the residences adjacent to West Granite Creek Park. The neighborhood boundaries will include areas north of Sheldon, south of Whipple, east of Miller Valley and west of the Yavapai Reservation. The City of Prescott General Plan (1997) advocates for the development of neighborhood area plans. These neighborhood plans are meant to translate the general plan goals and policies into a detailed plan for a specific part of the community, in close cooperation with neighbors. The topics addressed in the neighborhood plan include but are not limited to land use, circulation and quality of life elements.

The Dexter (Prospect Park) Neighborhood has an extensive history. A 1902 map in City Hall 23 lots platted in this area. Three subdivisions (Bashford Addition, Murphy's Fifth, and Dameron Park Addition) were platted as early as 1909, and each run along either Miller or Granite Creek. The Bashford Addition subdivision platted in 1924 created the lots closest to the Granite Creek Park area. This subdivision plat shows two streets that dead end at Granite Creek, Madison and Meany Street. However, only Madison Street was completed the full length, Meany Street ends just past Short Street at a large outcropping of granite boulders. Because Meany Street was intended to extend further there are two residential lots that have Meany Street addresses but no frontage. These lots currently have access off of a dirt road that runs through Granite Creek Park. Sonora Street, which is not shown on the Bashford plat map, is not a dedicated street past Campbell Avenue and provides limited access to the southern most lots along Miller Creek across APS property.

The development of West Granite Creek Park area has three significant impacts on the existing neighborhood and its residents. Park boundaries, property maintenance issues, and neighborhood access all need to be addressed.

WEST GRANITE CREEK PARK

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The definition and marking of city-owned boundaries (identified in the phases of implementation) is important for several reasons including law enforcement, protection of private property owners, vehicular traffic, and encroachment issues. Property maintenance and cleanup are on-going efforts with residents and city staff, which will need to continue with the development of West Granite Creek Park. West Granite Creek Park also provides an important transportation link between the neighborhood and commercial areas nearby, as well as providing primary vehicular access to certain residences.

Property encroachment issues will prove to be a difficult challenge for the full implementation of the park, and solutions may vary on a case-to-case basis depending on their circumstances. The City of Prescott Code Enforcement Officer has identified several properties in the area that encroach on the park, or require park access to reach their property. Two such properties are dependent upon vehicular access through the park, and three properties have structures that have been built over their property lines and into the park boundaries. It is suggested that at some point negotiations occur with the encroachment property owners to discuss the possibility of incorporating their land into the park. The acquiring of these encroachment properties would expand the boundaries of the park creating a solid formation of city parkland.

One possible solution is that properties within the park or located closest to the park be exchanged with other city property in the area, and involve Habitat for Humanity to rebuild homes for the affected property owners. Encroachment issues also exist on APS property that is proposed to be transferred to City ownership (see section on land exchanges). Encroachment issues should ideally be addressed before the City takes ownership of this property.

Property maintenance issues include trash, garbage, debris, abandoned vehicles, and buildings. A more serious property maintenance problem is improperly maintained sewage yard lines resulting in the disposal of raw sewage into the park, thus creating a potential community health hazard. The Community Services Division of the Police Department has worked with other city departments including the Fire Department, Neighborhood Services, Public Works, and Environmental Services, as well as, APS to clean up the neighborhood areas adjacent to West Granite Creek Park. Neighborhood involvement in these clean up efforts is on a voluntary basis and many residents have taken advantage of the assistance. These properties have both a physical and visual effect on all the future users of West Granite Creek Park.

The City Code Enforcement Officer and city staff will seek direction from City Council on these challenging and delicate issues.

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History & Resource Inventory/Description

Land Ownership:

The majority of the land addressed within this master plan is owned by the City of Prescott. Portions of the area are owned by APS, Prescott College, and Warren Zager (Empty restaurant – formerly Millstone Bistro and Bakery, Casey Jones, and Malarkeys). Appendix B depicts the land currently owned by the City of Prescott. Surrounding land uses are residential and commercial.

Contact made with adjacent property owners:

APS, Prescott College, and Warren Zager are all part of the citizen planning team for this master plan.

Historic & Cultural Resources:

From a few mining camps in the 1860s, Prescott has developed along Granite Creek. For West Granite Creek Park (confluence of Miller and Granite Creeks) specifically, historical resources include the dam on Miller Creek, the abandoned AT&SF railroad trestle over Granite Creek, Sam Hill Warehouse (formerly Sam Hill Hardware Company), remnants of a house foundation, and remnants of a dam along Miller Creek (that was constructed in 1884 as a municipal water supply).

Before the existing Granite Creek Park was created, there was a community of up to 50 low-income, make-shift homes for many decades. To many Prescott residents, Granite Creek was known as "Long Beach", and an area where many squatters and beggars called home. By the 1960s, many families had called "Long Beach" their home for over two generations, and some had received a "quiet title" to the land by occupying it for years. In the late 1960s and early 1970s, citizens and city employees cleaned up the area and relocated the families and squatters that lived in the area. Around this same time, the City began assuming ownership of the area known today as West Granite Creek Park.

Annually monsoons bring torrential rainfall, and during these heavy rains, Granite Creek's flow varies dramatically. On August 19, 1963, a major flood occurred that caused \$400,000 worth of damage in the City of Prescott. The flow of Granite Creek was a staggering 6,600 cubic feet per second. The adjacent homeowners and business owners were the most affected.

Vegetation:

There are at least thirty-five different species of vegetation, some native, and others non-native. The age of the vegetation varies considerably, some are yearlings, some are saplings, and some of the large Fremont Cottonwoods and Bonplained Willows are estimated to be over 100 years old. There are many species of vegetation that are non-native to the area, including the Siberian Elms and Tree of Heaven. Most of the herbaceous plants are non-native. These non-native plants are prone to be invasive plants, and flourish in disturbed areas.

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The following vegetation species are the more dominant vegetation species found in West Granite Creek Park:

Macrophyllous Deciduous Trees:

Box Elder Maple; *Acer negundo* (Native)
Fremont Cottonwood; *Populus fremontii* (Native)
Narrowleaf Cottonwood; *Populus angustifolia* (Native)
Bonplaned Willow; *Salix bonplanndiana* (Native)
Arizona Walnut; *Jugland major* (Native)
Velvet Ash; *Fraxinus velutina* (Native)
Siberian Elm; *Ulmus pumila* (Non-native)
Tree of Heaven; *Ailanthus altissima* (Non-native)

Macrophyllous Deciduous Shrubs:

Arroyo Willow; *Salix lasiomepis* (Native)

Herbacious Plants:

Woolly Mullein; *Verbascum thapsus* (Non-native)
Ragweed; Ambrosia
White Sweet Clover; *Melilotus olba* (Non-native)
Black Eye Susan; *Rudbeckia hirta* (Non-native)
Common Sunflower; *Helianthus annus*
Alfalfa; *Medicago sativa*
Desert Globemallow; *Sphaeralcea ambigua*
Western Yarrow; *Achillea millefolium*
Musk Thistle; *Carduus nutons*
Spreading Fleabane; *Ergeon divergens*
Chia; *Salvia columbariae*

Macrophyllous Deciduous Vines:

Virginia Creeper; *Pathenocissus vitacea*

Woody vines:

Poison Ivy; *Toxicodendron radicans*
Arizona Grape; *Vitis arizonica*

Gramminoids:

Side oats; *gramma*

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Wildlife:

The wildlife in this area has been dramatically affected by the urban development that has occurred in the last century, and some species have adapted well. Bird species have been inventoried and include the following:

Birds

Turkey Vulture
Red Tail hawk
Killdeer
Morning Dove
Northern Flicker
Casins Kingbird
Northern Roughwinged Swallow
Scrub Jay
Common Raven
Bewicks Wren
Solitary Vireo
Yellow Warbler
Yellow Rumped Warbler
Blue Grosbeak
Blackheaded Grosbeak
Lazuli Bunting
House Finch
American Goldfinch
Lesser Goldfinch
House Sparrow

Geomorphology:

Granite and Miller Creeks enter the West Granite Creek Park (WGCP) from the south and west, respectively. Near the center of WGCP, Granite Creek confluence's with Miller Creek and continues as Granite Creek and tracks towards the northeast through the rest of Granite Creek Park. Granite and Miller Creeks can be characterized as being moderately entrenched with a moderate gradient; riffle dominated channel with infrequently spaced pools. Deeper entrenchment into alluvium occurs along sections of both creeks where either bedrock is not at the surface or where manmade structures are not in place. Entrenched sections have high instability, such as grade control problems and bank erosion. Inactive secondary channels occur at the northern end of WGCP and are only active during large flooding events. Both creeks have been heavily modified by human enterprise during the last 150 years.

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Geology:

Granite Creek, entering from the south, is situated upon Quaternary gravels just south of the park's southern boundary. Near the railroad trestle over-passing granite creek, granitic substrates/bedrock (Prescott Granodiorite) appears along the creek's western side. Granite creek's eastern side is bounded by Quaternary Alluvium. The Quaternary alluvium is the depositional remnant of Granite and Miller creeks' channel prior to direct channel impacts.

Miller Creek, which enters West Granite Creek Park from the west, is situated atop of Prescott Granodiorite. Much of Miller Creek's channel is situated upon shallow lenses of sandy alluvium deposited upon granite or is entrenched into the granite itself, which appears at the surface for short lengths.

Below the confluence of Miller and Granite Creeks the channel has been forced to the northwest by La Guardia Bridge. The channel is constrained by exposed bedrock (Prescott Granodiorite), which terminates along its northwestern side. The southeastern side of the channel is bounded by Quaternary alluvium and the abutments of La Guardia Bridge.

Hydrology:

The headwaters of Granite Creek are located at approximately 6000 feet in elevation south of Prescott, and the creek flows in a northerly direction (eventually flowing into the Verde River). The entire Granite Creek watershed surrounds the City of Prescott and has a drainage area of 41 square miles. The watershed includes the northern slopes of the Bradshaw Mountains, and eastern slopes of the Sierra Prieta Mountains.

Bannon Creek, Manzanita Creek, Aspen Creek, and other unnamed creeks flow into Granite Creek upstream of West Granite Creek Park. The flow of Granite Creek is partially regulated by the two Goldwater Reservoirs on Bannon Creek.

Butte Creek (formerly known as Potts Creek) flows into Miller Creek at the Lincoln Avenue crossing and western boundary of the planning area. The confluence of Miller and Granite Creeks is within West Granite Creek Park.

The North Fork of Granite Creek flows into Granite Creek downstream (between Sixth Street and the Yavapai-Prescott Reservation Boundary) of West Granite Creek Park, and potentially affects and/or benefits from future greenway endeavors. Another unnamed creek, which flows north paralleling Virginia Street, also flows into Granite Creek in the same general location.

The stream channel and flow of Granite Creek has been altered dramatically over the last century. One major alteration of Granite Creek occurred when the Atchison, Topeka, & Santa Fe Railroad (originally known as the Santa Fe, Prescott, & Phoenix Railroad) was completed in 1893. Encroachment into the flood plain (i.e., narrowing of the stream channel) has also occurred. Late 1800s photographs depict a wide riparian area along Granite Creek through downtown Prescott.

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A dam was constructed on Miller Creek in 1884 for a municipal water supply. Remnants of the dam are visible today within the planning area near the APS substation. In the last several decades, many other alterations have been made, including construction of the La Guardia Bridge (Montezuma-Whipple connector) over Granite Creek. Following construction of the bridge, the flood plain near the Santa Fe railroad station was altered dramatically to prevent major floods from damaging the new shopping center (known today as Depot Marketplace). Other alterations of the course and flow of Granite and Miller Creeks include sewer lines (with concrete abutments), check wells, and urban trash.

Topography:

The topography of this area is in a constant state of erosion. Parts of the area are flat, while other areas have steep inclines. The topography is going to change with the APS cleanup and associated grading.

Soils:

The soils adjacent to the creeks are approximately 93% sand. Soils outside of the creek flows have a higher clay content.

Climate:

Prescott averages over 18 inches of precipitation annually. The receives most of its precipitation during the winter storms and summer thunderstorms. The power of Granite Creek moves air as well as water, creating a cold air trough. The microclimate of West Granite Creek Park stays cool even during the hottest months of the year. This natural microclimate is being affected by urban development.

Access and Transportation:

Most of the existing access points are non-motorized and for the most part, only nearby residents commute through the unimproved part of Granite Creek Park. Currently, there is no motorized access except from the north end of Granite Street, which is going to be eliminated as a public vehicular entrance.

There are several narrow "social" trails that have been created by daily use of pedestrians. These "social" trails allowed the planning team to observe use patterns in the area.

Relationship of West Granite Creek Park to existing transportation corridors:

To the east of the area is the busy intersection of Montezuma and Sheldon Streets. Montezuma Street connects to Whipple Street thereby providing in important linkage between the hospital, YMCA, High School, and surrounding neighborhood to the downtown area. Sheldon Street serves as Highway 89 through Prescott. South of West Granite Creek Park, Willis Street (and its associated connectors) provides the linkage between Prescott College and fairgrounds to downtown.

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Future Transportation Plans:

West Granite Creek Park and its peripheral greenways provide the important trail connections for alternate (non-motorized) transportation. This includes safely connecting the Dexter (Prospect Park) Neighborhood to downtown, and safely connecting Yavapai College to downtown, Prescott College, and other important destinations. These trail connections will complement Prescott's Mile-High Trail System and Prescott Bicycle & Pedestrian Transportation System - Phase I. A trail along Granite Creek was identified as important within the 1996 City Trails Plan and Prescott Bicycle Planning Guide. Lighting, an emergency cellular phone, trails designed for areas prone to flooding, and durable creek crossings will make this more feasible than ever.

Political Subdivision & Regulating Jurisdictions:

The City of Prescott, the Mayor and City Council, and the U.S. Army Corps of Engineers (in charge of 401 & 404 permitting for any improvement within floodways) have a major role in regulating West Granite Creek Park.

Public/Private Infrastructure:

- A) Existing utilities: water, sanitary sewer, electrical, cable, telephone, natural gas, storm sewer
- B) Future Utility Plans: The future utility plans, expansions, and additions are minimal due to the fact that the area is in a flood plain.

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Chapter 2: Creating a Park

The definition of a park can mean different things to different people. For the West Granite Creek Park specifically, the term "park" implies a place for passive recreation, education, escape, solitude, and exploration.

Site Plan:

A site plan is found in Appendix A. The site plan captures the ideas of the planning team for West Granite Creek Park, and corresponds with the information provided in this chapter.

Revegetation Effort:

Riparia, a Prescott riparian ecological restoration consulting firm, is contracted by APS to design and coordinate the revegetation effort within the APS cleanup boundaries. Riparia will reestablish native riparian vegetation.

Improvements & Associated Preliminary Costs

The site plan illustrates locations of the improvements that are proposed for West Granite Creek Park. While park development will be minimal, this master plan calls for trails, associated creek crossings, and other features. A main consideration for all improvements to West Granite Creek Park is that all improvements are low maintenance, vandal resistant, and less vulnerable to flood damage. To accomplish this task, it is important to look at new and emerging technologies, some of which have already proven to accomplish the above.

The funding of these improvements will be accomplished through grants, donations, city funds, and fundraising efforts. Not all improvements will take place initially.

NOTE: The first fundraiser (first in a series) titled "Prescott's Downtown Greenways" was held April 1 at the new Millstone Bistro and Bakery (see Appendix G). The event generated over \$14,000 for initial needs of West Granite Creek Park, and Prescott Alternative Transportation served as the non-profit recipient of the donations. The funds are secured in an interest-bearing account. Additionally, \$2,500 has been secured for low water crossings through a Yavapai County Community Foundation grant.

Please see "Chapter 3 - Phases of Implementation" for chronology of activities.

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Trails:

All proposed trails within West Granite Creek Park are considered Category #5 "Creek Trails" according to the 1999 addendum to the 1996 City Trails Plan (see Appendix H). Category #5 trails are the most costly because they are subject to extreme forces of nature. To counter this, creek trails are elevated where needed, reinforced with streambank stabilization (e.g., rip-rap) and gabion structures, have culverts underneath where needed, and are compacted to allow for a variety of non-motorized uses. New soil stabilizers, such as Marlock, add needed strength to creek trails. Longitudinal grades on all trails should remain less than five percent. Outsloping should be three to five percent. Every effort will be made to design barrier-free trails where feasible.

The Granite Creek Trail, which is part of the Prescott Bicycle and Transportation System - Phase I, is designed to ultimately connect many different parts of Prescott. Due to its potential high volume, a minimum width of eight feet (and up to ten feet where feasible) and adequate sight distances are required. Where the Granite Creek Trail merges with the existing Granite Creek Park jogging path, it is important to continue the counter-clockwise travel along the park trail until the park trail can be widened to accommodate two-way travel.

Other West Granite Creek Park trails will need to be a minimum of four-to-six feet wide to accommodate the many bicyclists in the area. Trails will also be used as a management tool to discourage cross-county travel and resource impacts. Trail locations and development standards are subject to approval from U.S. Army Corps of Engineers (Section 401 & 404 permit process), and compliance with FEMA Special Flood Hazard Zone restrictions (separate Federal oversight requirements).

All trail junctions will be signed with directional signage. Trail access points will be signed with trail user educational information.

Total Cost: \$5,200

Bridges:

This master plan recommends four different bicycle/pedestrian bridges, all of which serve a specific need, and where use patterns show many pedestrians and bicyclists are attempting to cross the creeks. Since many people traverse West Granite Creek Park on a daily basis, the bridges will allow neighborhood residents to make connections even when Granite and Miller Creeks are at peak flow.

One bridge design suggested entails a pivot on one end of the bridge. Should a large amount of debris and water be traveling downstream (as has been witnessed) and depositing up against a bridge, the bridge could swing to one side allowing the debris to pass. This would prevent the loss of a bridge, and the bridge could be brought (swung) back into place after the flow subsides. Additionally, the elimination of handrails could prevent the bridges from being clogged with debris.

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The bridges are to be located in the following locations: **(#1)** East of the La Guardia Bridge and downstream of the confluence of two creeks (where use patterns show many pedestrians are attempting to cross); **(#2)** over Miller Creek at the east end of Sonora Street (near existing sewer line crossing); **(#3)** over Miller Creek just east of the Lincoln Avenue (wet) crossing (and previous location of a pedestrian bridge); **(#4)** and over Granite Creek near the Montezuma/Sheldon intersection (existing sewer line crossing near the restaurant).

A consultant will be contracted for engineering of bridges and associated approaches/abutments, and riprap and gabions will be used for added durability. Bridge locations and development standards are subject to approval from U.S. Army Corps of Engineers (Section 401 & 404 permit process), and compliance with FEMA Special Flood Hazard Zone restrictions.

Quantity: 4 Cost (each): Varies (see below)

- **Bridge #1** will likely be steel due to the longer span and elevation required, and is estimated at \$28,000.
- **Bridge #2** will likely be wood construction and is estimated at \$6,000.
- **Bridge #3**, which City of Prescott - Public Works Department has attached a \$111,000 amount, will likely be implemented as a part of the Dexter (Prospect Park) Neighborhood Plan using different funds from this project. The cost associated with this bridge includes the extensive sidewalk/approach work necessary to make the bridge ADA accessible.
- **Bridge #4** FEMA Special Flood Hazard Zone restrictions may not allow a new span, and therefore, will be studied further. In the interim, a temporary bridge will be developed (at no cost) through an Eagle Scout project.

Low Water Crossings:

Partial funding already has been secured for two low water crossings through a Yavapai County Community Foundation grant. One is proposed along Miller Creek near its confluence with Granite Creek, and the other is proposed along Granite Creek downstream of the confluence of Miller and Granite Creeks (under the LaGuardia Bridge). These two creek crossings will be a series of side-by-side culverts secured in place with concrete. These will include attractive stone masonry, and nearby revegetation to "soften" the appearance. These two crossings are not intended to duplicate the four bridges, but instead, provide increased connectivity and direct routing for trails (specifically the Prescott Bicycle and Pedestrian Transportation System - Phase I). They will be usable most of the year except during periods of high runoff, at which time the creeks would flow over the top of the low water crossings. Signs will be posted educating trail users to not use the crossings during high runoff, but to instead detour to the bridges.

Design and engineering is critical to determine a design that resists scouring and erosion, especially if the concrete is underwater for lengthy periods of time. Low water crossing locations and development standards are subject to approval from U.S. Army Corps of Engineers (Section 401 & 404 permit process), and compliance with FEMA Special Flood Hazard Zone restrictions.

Quantity: 2

Cost (total): \$9,000

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Sample Trail Bridge



Sample Low Water Crossing

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Photovoltaic Security Lighting:

This type of lighting is becoming more common in areas where extending electricity is neither feasible nor economical. This type of lighting will avoid placing electric utilities in a floodway. The photovoltaic cells are at the top of the light, and are charged by sunlight even under a canopy of trees. Bulbs that project light downward (to not impact nesting birds) will be protected from vandalism with a wire mesh or high-impact plastic. Poles will be secured with a concrete pedestal. Timers will be researched as per recommendation from Prescott Police Department. This type of lighting will also promote an alternative energy source.

Quantity: To be determined

Cost (total): \$8,000

Emergency Cellular Telephone:

This type of emergency telephone is becoming more common in areas where extending electricity and telephone lines is neither feasible nor economical. These vandal-resistant telephones have a cellular communication line linked to a 911 emergency dispatch. The telephone has a blue light on top making it easy for a park user to find at night. If the telephone is activated, a strobe light activates allowing police and emergency medical services to respond easily. A photovoltaic cell on top of the unit provides the electricity.

Quantity: 1

Cost (total): \$4,000

Benches:

Benches have been suggested to provide places to rest, read, socialize, and enjoy the park. Benches are available in a variety of materials, to include steel. Benches need to include a center armrest to prevent sleeping by homeless individuals. Benches will be secured by chain to trees, or anchored by chain (cemented) into the ground.

Quantity: To be determined

Cost (total): \$5,000

Park Entrance Signs (Gateways):

As with all city-managed parks, park entrance signs at main access points provide the visitor with a good first impression. The same design (made from recycled plastic) used already throughout the City will be used.

Quantity: 3

Cost (total): \$3,000

Informational Kiosks (Gateways):

Informational kiosks, such as the one found at the Peavine (Rails-to-Trails) Trailhead, provide important information to park and trail users. This information can include park rules and regulations, safety information, information on other city parks, and other pertinent information.

Quantity: 3

Cost (total): \$2,400

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As a part of the Gateway (entrance) concept, the adjacent land owner (Warren Zager) is proposing an entrance piece at the gateway near the Montezuma/Sheldon intersection that could have significant educational value. This would entail a biological "living machine" that would take water from the creek, use natural process to filter and cleanse the creek water, and discharge back into the creek. The piece could be visually exciting, sculptural, and kinetic, and could rely on wind and solar power. Further research on this concept will be explored.

Interpretive Stations:

The possibilities for interpretive stations (which are different from the informational kiosks) are limitless, and will provide excellent educational opportunities to interpret flora, fauna, history, geology, and possibly a memorial to those that died in the park. Materials that are vandal resistant will be a high priority. Excellent opportunities exist to involve many of the groups and organizations found in the Roles and Responsibilities Section for the development of the stations.

Quantity: To be determined

Cost (total): \$6,000

Neighborhood Garden:

Residents of the Dexter (Prospect Park) Neighborhood have proposed a small neighborhood garden. The concept is similar to the proposed neighborhood garden at Willow Lake, and designed to serve residents who desire to grow produce, but may not have an area to do such (e.g., persons living in apartments, etc.).

Quantity: 1

Cost: \$3,000

Small Playground Area:

A small playground area near Sonora Street would provide a recreational opportunity for the Dexter (Prospect Park) Neighborhood children, and since it would be near a developed area, would not impact the "natural" character of West Granite Creek Park. As with the neighborhood garden, this concept will be further defined over time, and will be largely dependent upon leadership, coordination, and participation of Dexter (Prospect Park) Neighborhood residents.

Quantity: 1

Cost: \$5,000

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Summary of Improvement Costs for West Granite Creek Park and Total Amount

The following items are identified on the site plan, and represent "total build-out" of West Granite Creek Park. Costs are estimates, and subject to change. Final materials to be used (and respective costs) will be determined by monies available for implementation. Refer to "Phases of Implementation" for timeline on items.

IMPROVEMENT	QTY	TOTAL EST. COST
All proposed trails & tread stabilization (trail widths vary)	3,525 linear feet	\$5,200
Steel Trail Bridge over Granite Creek (#1) (and abutments) (east of La Guardia Bridge - longer span)	1	\$28,000
Wood Trail Bridge over Miller Creek (#2) (and abutments) (for Neighborhood to Downtown Connector Trail)	1	\$6,000
Trail Bridge over Miller Creek (#3) (east of Lincoln Street) (and associated sidewalks/ramps/approaches - being addressed within Dexter Neighborhood Plan)	1	\$111,000*
Wood Trail Bridge (#4) over Granite Creek (and abutments) (for Neighborhood to Downtown Connector Trail - sewer line crossing)	1	No cost (Eagle Scout Project)
Low Water Crossings (Miller and Granite Creeks)	2	\$9,000
Photovoltaic Area (Security) Lighting	TBD	\$8,000
Emergency Cellular Telephone	1	\$4,000
Park Benches	TBD	\$5,000
Park Entrance (gateway) Signs	3	\$3,000
Informational Kiosks	3	\$2,400
Interpretive (Education) Stations	TBD	\$6,000

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Small Neighborhood Garden	1	\$3,000
Small Playground Area	1	\$5,000

TOTAL ESTIMATED LONG-RANGE "BUILD-OUT" COSTS **\$195,600.00**

* Bridge #3 is a Prescott Public Works project, and being coordinated through the Public Works budget.

Potential Land Exchanges

1. Restaurant Property:

Additional parking is desired for the Millstone Bistro and Bakery (the building formerly known as Malarkey's) adjacent to Montezuma Street and Granite Creek. The restaurant does not currently have exclusive parking, but instead, its patrons use public (city) parking areas. When these public parking areas are full due to other downtown events, or used by employees of nearby businesses, the restaurant is left with no parking for its patrons. A portion of the park property exists immediately to the north of the existing public parking area that was used for parking when Malarkey's was operating. The area would provided needed parking for the restaurant.

The City purchased the property with Federal Land & Water Conservation Funds, and therefore cannot sell it. The City can, however, trade it for creek and/or recreational property of equal value (through a conversion process regulated by the National Park Service). The area desired by the restaurant is a maximum of 1.5 acres, and if used for future restaurant parking, would not have an impact on the vision for West Granite Creek Park if another complimentary riparian area could be acquired. The owner of the restaurant desires to contract an appraiser to determine the value of the 1.5 acres.

For an ideal land exchange to transpire, there are two parcels of land that the City is interested in acquiring that lie along Granite Creek downstream of the existing Granite Creek Park and Sixth Street, and these could be exchanged for the desired property along Montezuma Street. These parcels, if can be purchased, will be of value in protecting and enhancing approximately five acres along Granite Creek, and increasing potential for a trail connection to Roughrider Park and Yavapai College. Jim Fann, owner of the majority of the subject property along Granite Creek, is interested in selling for such an endeavor. The owner of the restaurant would need to make the necessary purchase, and offer as an exchange for the desired 1.5 acres adjacent to the restaurant.

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2. East end of APS Yard:

APS currently occupies City-owned property at the east end of their operations yard that serves no purpose for West Granite Creek Park. APS would like to offer for exchange for this property, a significant stretch of Miller Creek. The portion of Miller Creek that APS would offer for the exchange would serve the public need by bringing the property into public ownership, providing recreational and educational opportunities, and providing an important trail connection from West Granite Creek Park to Grove Avenue/Miller Valley Road.

3. West end of the APS yard:

There is a 40' x 60' island that APS would like to include in a future land exchange. More information regarding this parcel will become available at a future date.

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Chapter 3

Phases of Implementation

The enhancement of West Granite Creek Park will occur in phases according to availability of funding, permitting requirements, seasons, staff and equipment availability, and other factors. The following phases represent various actions and the "ideal" phase in which each action and/or improvement should occur. The various actions will be a cooperative venture between many groups, organizations, and governmental agencies.

West Granite Creek Park - Phase I: Early 2000 to APS project completion (late-2000)

Action and/or Improvement:

1. Implement April 1 fundraiser for West Granite Creek Park and Prescott's Downtown Greenways.
2. Resurvey park boundaries and secure (i.e., cement in place) visible steel posts at intervals (within sight distance of each other).
3. Begin planning community and neighborhood work days (City, APS, Riparia).
4. Begin 401 & 404 (Clean Water Act) permit process with U.S. Army Corps of Engineers for trails and creek crossings (as required by law).
5. Explore grant sources that could provide funding for improvements.
6. Begin process for land exchanges with APS (i.e., transfer small city-owned parcel within APS yard to APS, and acquire significant stretch of Miller Creek in exchange - see section on potential land exchanges).
7. Begin potential land exchange process (open space adjacent to Montezuma Street) that will benefit the park, restaurant, and protect additional stretches of Granite Creek.
8. Begin specific site design for all trails.
9. Begin specific designs of creek crossings.
10. Begin trail development outside of APS cleanup boundaries.
11. Re-establish riparian vegetation (Riparia).

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West Granite Creek Park - Phase II: late-2000 through late-2001

Action and/or Improvement:

1. Design and development of Lincoln Avenue pedestrian/bike bridge as a part of the Dexter (Prospect Park) Neighborhood Plan process and implementation.
2. Complete permit process with U.S. Army Corps of Engineers for creek crossings.
3. Design and development of all permanent trails and creek crossings as funding permits.
4. Design, development, and installation of all area (security) lighting as funding permits.
5. Begin design and development of educational/interpretive opportunities as funding permits.
6. Complete all land exchanges to benefit the park, and restore additional sections of creeks.
7. Schedule and implement regular community and neighborhood work days.
8. Monitor revegetated areas.
9. Monitor volume and types of recreational uses.
10. Negotiate trail easements to continue Granite Creek Trail upstream (west side of creek) to Willis Street (for connectivity to existing Granite Creek Riverwalk Trail).
11. Raise public awareness of the transportation, recreational, and educational opportunities.

WEST GRANITE CREEK PARK

♦ MASTER PLAN ♦

West Granite Creek Park - Phase III. 2002-2010

Action and/or Improvement:

1. Design and develop bridge over Granite Creek east of La Guardia Bridge (connection to developed Granite Creek Park) as funding permits.
2. Continue to seek funding for emergency cellular telephone, benches, interpretive stations, neighborhood garden, small playground area, and park entrance signs and "gateways".
3. Monitor volume and types of recreational uses.
4. Perform trail and creek crossing maintenance as necessary.
5. Complete design and development of educational/interpretive opportunities.
6. Monitor revegetated areas.
7. If lot/home owners along northern boundaries of park desire to sell, purchase properties using Open Space/Streets 1% sales tax, and expand park acreage.
8. Use success of West Granite Creek Park implementation to implement more greenway/trail projects along peripheral greenways.

WEST GRANITE CREEK PARK

♦ MASTER PLAN ♦

Chapter 4: Management

Given the recent history of the area known as West Granite Creek Park, proactive management, safety, and security are foremost in importance. The improvements and amenities identified within this plan will attract a large number of park users to the area. The City and partners in this endeavor need to ensure a safe, enjoyable, and well-managed resource. This will be accomplished in the following manner:

Patrols:

Patrols will provide security, prevention of dumping, vandalism prevention, emergency medical response, evacuation in the event of a flood, and providing information to the user public. Prescott Police Department will continue patrols as currently being conducted. Future Park Rangers will also patrol the park. As with the Prescott Peavine Trail, frequent trail users will ideally monitor use and conditions, and report observations to city staff.

Emergency Medical Services (EMS) & Police Response:

EMS and police will be able to access the park from various access points in order to adequately respond to any incidents that may occur. These access points include the north end of Granite Street, end ends of Sonora and Madison Street, from the proposed gateway entrance near Montezuma Street and restaurant building, and from the existing Granite Creek Park.

Operation and Maintenance of Improvements and Park

Trails:

Trail management will be accomplished similar to other City trails. Trails will be inspected weekly, and cyclical maintenance will be accomplished as needed. Vegetation will be minimally pruned to ensure adequate sight distance for trail users. After periods of high runoff, the trail tread will be closely inspected to monitor and repair (through patching, etc.) any hazards in the trail surface. Trail junction signs will be inspected and replaced as needed. Hazard trees and limbs over trails (e.g, overhanging limbs on mature cottonwoods) will be identified and corrected. Compatibility with the existing "jogging" path within the existing Granite Creek Park (with a counter-clockwise flow) will be enforced until such time that the existing jogging path can be improved to accommodate two-way traffic.

Trails will be used as a management tool to "channel" park users and discourage cross-country travel.

WEST GRANITE CREEK PARK

◆ MASTER PLAN ◆

Bridges:

Bridges will be inspected to ensure safety for park users at all times, especially after periods of high runoff. Any debris will be removed from bridges. Abutments and approaches will be inspected for any undercutting/undermining.

Low Water Crossings:

The culverts within the low water crossings will need periodic removal of debris to avoid clogging. Removal of sand from the concrete surface will also be necessary to maintain a smooth surface.

Boundary Markers:

Periodic inspection of markers (and potential replacement) will be necessary since these could be prone to vandalism. Line of sight is essential for these markers so that Prescott Police Department and Park Rangers can easily identify park boundaries.

Security Lighting:

Security lighting will need regular inspection to ensure it is working properly.

Garbage & Litter:

Current staffing within the Parks and Recreation Department does not allow for the daily maintenance associated with most city parks, such as emptying garbage containers. As with the Prescott Peavine Trail, a "pack-it-in, pack-it-out" practice may be needed. This could include providing small dispensers with garbage bags. Periodic litter removal from city staff, partners in this endeavor, volunteers, and neighborhood residents will be necessary.

Graffiti:

Monitoring and removal of graffiti will be a continuation of an on-going effort with "Graffiti Busters" and the Tri-City Area Gang Prevention Task Force.

Pets:

Due to the potentially high volume of trail users within the park, pets on the trails will need to be leashed to avoid potentially serious accidents (e.g., a loose pet in the travelway of a bicyclist). Regarding pet waste, pet waste "baggie" dispensers will ideally be placed at strategic locations to encourage pet owners to pickup after their pet and reduce the volume of pet waste.

Other Improvements:

All other improvements identified with Chapter 2 will need periodic inspection.

WEST GRANITE CREEK PARK

◆ MASTER PLAN ◆

Personnel (paid and volunteer)

Operations and maintenance of West Granite Creek Park will be accomplished as a cooperative venture between different entities (many of which are identified in the "Roles and Responsibilities" section). The following are a sample of options available for development and operations/maintenance:

Neighborhood Residents:

Neighborhood residents will be integral in the ongoing operations and maintenance through patrols, cleanups, maintenance, and monitoring. Excellent potential exists to engage neighborhood youth to learn job skills, stewardship, teamwork, and cooperation.

City Volunteers:

The City Trails Program has established a dependable cadre of trail volunteers that move around the City working on a variety of trail projects. These volunteers will be utilized at West Granite Creek Park.

Community Service Workers:

Three different sources of community service labor are available, and include the following: Prescott Police Department's Community Service Program; Yavapai County Adult Probation Program; and Yavapai County Juvenile Probation Program. All three sources have been used extensively for park and trail-related projects. These programs can be assigned "less-rewarding" tasks that may not be ideal or stimulating for volunteers.

Parks and Recreation Staff:

Extensive trail, park, and natural resource-related knowledge and skills are found within the City's Parks and Recreation Department. The City Trails Coordinator will provide expertise for the design and construction of trails, and many Parks and Recreation staff are heavy equipment operators.

Students:

Excellent potential exists to engage elementary, middle and high school, and college students in a variety of tasks from initial implementation through long-term stewardship. This potential will be further defined through the phases of development.

Clubs and Organizations:

Many clubs and organizations are identified in "Roles and Responsibilities" will ideally have a long-term investment in West Granite Creek Park, specifically those that were involved with this master plan development. This potential will be further defined through the phases of development.

WEST GRANITE CREEK PARK

♦ MASTER PLAN ♦

Roles and Responsibilities

The successful implementation of this master plan is contingent upon the continuing partnership that brought this plan to fruition. Many of the following organizations and groups contributed the following roles and responsibilities and are committed to making the West Granite Creek Park a success, while others were identified as having expertise beneficial to the successful implementation and operation of West Granite Creek Park.

City of Prescott:

- Seek/obtain approval of plan
- Public Safety
- Maintenance
- Overall coordination process
- Keeping communication open between affected parties
- Grant writing
- Coordination w/other government agencies
- Implementation
- Insure quality of life for all people
- Responsible for liability

Open Space Alliance:

- Communication
- Grant writing
- Riparian ecology and planning expertise
- Assisting w/seeking and obtaining City Council approval
- Public Awareness
- Public Education (newsletter/web site)

Prescott Creeks Preservation Association:

- Riparian ecology and restoration expertise
- Communication (education and public events)
- Public awareness
- Grant writing
- Cleanups
- Coordination of volunteers

'Wild west' show draws fire from park planners

By CINDY BARKS

The Daily Courier

PRESCOTT - For six months, a citizens' committee has worked to come up with a master plan for the undeveloped West Granite Creek Park.

And members of the committee made it clear to the Prescott Planning and Zoning Commission this week that they like the plan the way it currently stands - and that is without a "wild west" show on a portion of the park land.

Several dozen master plan supporters filled the room Thursday morning, when the Planning and Zoning Commission met for its regular study session.

Among the items on the agenda was a review of the West Granite Creek master plan, a 37-page document that recommends passive uses for the four or five acres of mostly primitive land near the confluence of Miller and Granite creeks on the west side of the LaGuardia Bridge on Montezuma Street.

The plan got rave reviews from the commission and from the audience, while the idea to add a wild west show in the area did not fare so well.

Although the commissioners did not take a vote at the study session, they got a

taste of the overriding sentiment in the room, when Sue Knaup, committee member and Prescott Alternative Transportation director, called for a show of hands from the audience about the addition of a wild west show in the Granite Creek Park area.

Most of the people at the meeting indicated support for the plan as the committee originally proposed it, without an amphitheater for a wild west show.

The idea for conducting wild west shows on the west side of Granite Creek Park reportedly surfaced during the March open house that the committee conducted to get comments from the public about the draft plan.

It came up again at Thursday's commission meeting, when the supporters suggested an addition to the master plan that would allow for a number of outdoor performances to showcase traditional western skills relating to cattle ranching, mining, and logging.

Ben Hansen, the editor of the Daily Courier, said the newspaper has committed to being the media sponsor for six outdoor performances of old west skills. He said the old west shows could become a tourist draw for the area.

Hansen and fellow supporter Beau

Hickory maintained that the old west shows could fit in well with what the committee has planned for the West Granite Creek area. "This would detract nothing from what the committee has accomplished," Hansen said.

Hickory said he first broached the idea for the shows with the city about two years ago. Original plans for the shows at another downtown location fell through, he said, because of concerns about having trained animals in the area.

Hickory said the shows would require a "very limited amount of development" in the park area.

But that was more than the master plan supporters were willing to consider. Prior to the meeting, the Prescott Alternative Transportation organization had sent out notices to its members, urging attendance at Thursday's session.

The notice stated that "there is increased momentum" for the wild west show idea. It added that wild west shows would be "completely contrary to everything the West Granite Creek Park Master Plan strives for."

Knaup repeated those concerns Thursday, when she responded to the idea that Hansen and Hickory presented.

She said the master plan committee had

broad representation from the community, along with support from the surrounding neighborhood and many of the area businesses. "I'm sure all of these would be very upset if the plan was torpedoed by a crazy scheme like the wild west show," Knaup said. "What they are talking about would require large destruction of this area."

When Knaup asked for a show of hands from the audience, Zant urged her to tone down her comments. "You've got a commission in favor of what you're doing; don't overkill it," he said.

Although city officials did not oppose the idea of a wild west show in Prescott, they questioned the appropriateness of the location at the West Granite Creek Park.

Eric Smith, trails and open space coordinator for the city, pointed out that the city purchased the park land with Land and Water Conservation money, which precludes any type of business endeavor from locating there. The area is also in the floodplain, which would strictly limit the type of development, Smith said.

And Ramona Mattix, assistant community development director for the city, said the city is currently going out for proposals for an equestrian center - either at the existing rodeo grounds off Fair Street, or at

Pioneer Park. "The wild west show is a great idea, but I don't know if the purchase requirements on the land would allow for it," Mattix said. "(The equestrian center) would be an excellent shot for it."

Hickory, however, said the West Granite Creek Park location would allow visitors arriving in tour buses to visit the downtown and walk to the wild west show. He doubted that visitors would walk to the equestrian center.

The commission likely will vote on the park master plan at its next meeting on July 13. After that, it will go to the Prescott City Council for final consideration.

The plan advocates a gradual clean-up and improvement of the park land. The improvements would include a number of foot bridges over the creeks, security lighting, re-establishment of some of the native vegetation, and multi-use trails.

From the outset, the commissioners appeared supportive of the plan, which they said would clean up an area that has been an trouble spot in the community for years.

"As rough and dirty as it is right now, with just a bit of attention, it could end up being something we could all be proud of," said Commissioner Robert Lightfoot.

WEST GRANITE CREEK PARK

◆ MASTER PLAN ◆

Neighborhood Residents and Prescott Residents:

Watch dog group

Public support & use

Providing information on circulation and neighborhood /downtown access

Provide history and continuity

Influence

Involve youth, build stewardship

Implementation (e.g., tree plantings, trails, bridges, etc.)

Primary users

Business Owners:

Sponsorship

Adopt-a-creek (Stewardship for stretches of creek)

Financial support

Political support

Bed tax (1/2 of bed tax goes to Parks & Recreation)

New business ideas

Point of destination/promote creeks

Chamber of Commerce:

Possibly form a coalition of creek business owners

Downtown partnership

Students:

Independent studies (group)

Research/Senior Projects

Engineering Projects

Yavapai College students research trail connections

Riparian ecology and planning expertise

Library resources

Ongoing environmental mentoring

Graphic Arts/Visuals

Public school system - increase involvement

Improve access of information for students

Public art/interpretations

Work study programs

WEST GRANITE CREEK PARK

♦ MASTER PLAN ♦

Prescott Alternative Transportation & Prescott Bicycle Advisory Committee:

- Communication
- Grant writing
- Trail Expertise
- Monitor trends in bicycling
- Contact with local and national organizations
- Encourage bike rentals
- Public awareness
- Education
- Promotion/Connection to community development
- Political influence
- Liaison to other trail groups & projects
- Long term maintenance volunteers

Audubon Society:

- Expertise
- Stewards of Butte Creek (Stricklin Park)

Keep Prescott Beautiful:

- Litter Lifters - Organize future cleanups

Scouts:

- Eagle Scout & Service Projects

Church Groups:

- Volunteer Efforts

Civic Groups:

- Volunteer Efforts

Yavapai Trails Association:

- Trail expertise and volunteers

Arizona Public Service Company:

- Clean up efforts
- Community involvement
- Ongoing monitoring\maintenance

Highlands Center:

- Education programs

Sharlot Hall Museum:

- Schedule events & Historical and exhibit expertise

WEST GRANITE CREEK PARK

♦ MASTER PLAN ♦

Chapter 5: Peripheral Greenways

Some of Prescott's creeks (greenways) that are located immediately upstream and downstream of West Granite Creek Park have been identified by local residents as having significant scenic, biological, and recreational values. We can trace this interest in Prescott's greenways to the early 1980s. The following information represents brief descriptions of these peripheral greenways, some of the potential they contain, and any pertinent activities related to this endeavor. See Appendix I for map of peripheral greenways.

GRANITE CREEK (upstream)

GRANITE CREEK (Between the former railroad corridor and Willis Street)

This section is located immediately south of the planning area for West Granite Creek Park, and upstream along Granite Creek. Most of this section of creek is in private ownership, and provides excellent potential for connecting the existing Granite Creek Riverwalk Trail (Willis to Goodwin). One parcel along this segment is owned by the Pulmonary Foundation (Dr. Howard Kravetz), whom would like very much to work with the city in establishing a small pocket park and trail connection. Trail easements would likely be necessary to complete this trail segment.

GRANITE CREEK (Between Willis Street and Goodwin Street)

This section of Granite Creek and existing trail (which is on the west side of the creek), was established as the Granite Creek Riverwalk Trail in the early 1990s, and receives considerable use. The City has a 40-foot easement for this two-block section of creek. It is currently being studied further in the Granite Creek Vision Plan being conducted by Urban Design Studio in California (that was presented to City Council on April 25, 2000). This consultant was contracted by Prescott Downtown Partnership and City of Prescott through a grant from the Arizona Mainstream Foundation.

Staff and interested public provided information to Urban Design Studio on ideas and potential for this section of Granite Creek. Excellent potential exists to enhance this section of Granite Creek further with trail and safety improvements that could include a trail on the west side of the creek (existing location), an elevated boardwalk on the east side of the creek, lighting, and a mid-block pedestrian bridge ultimately connecting Whiskey Row to Sharlot Hall Museum.

WEST GRANITE CREEK PARK

◆ MASTER PLAN ◆

GRANITE CREEK (Between Carleton Street and White Spar)

The Granite Creek Vision Plan may also address the future potential for Granite Creek south of Carleton Street, specifically as it relates to Mile-High Middle School (whom owns most of this portion of Granite Creek). Prescott Unified School District would like to improve access to the creek, and provide more educational opportunities for students. Excellent potential exists to extend the Granite Creek Riverwalk Trail upstream.

GRANITE CREEK (Upstream of Forest Hylands)

While this section of Granite Creek is considerably further upstream, increased public interest, interested and willing sellers, open space acquisition funds, and the excellent condition of the riparian area, presents excellent potential for a future "White Spar Riparian Preserve."

GRANITE CREEK (downstream)

GRANITE CREEK (Sixth Street to Yavapai-Prescott Indian Reservation Boundary)

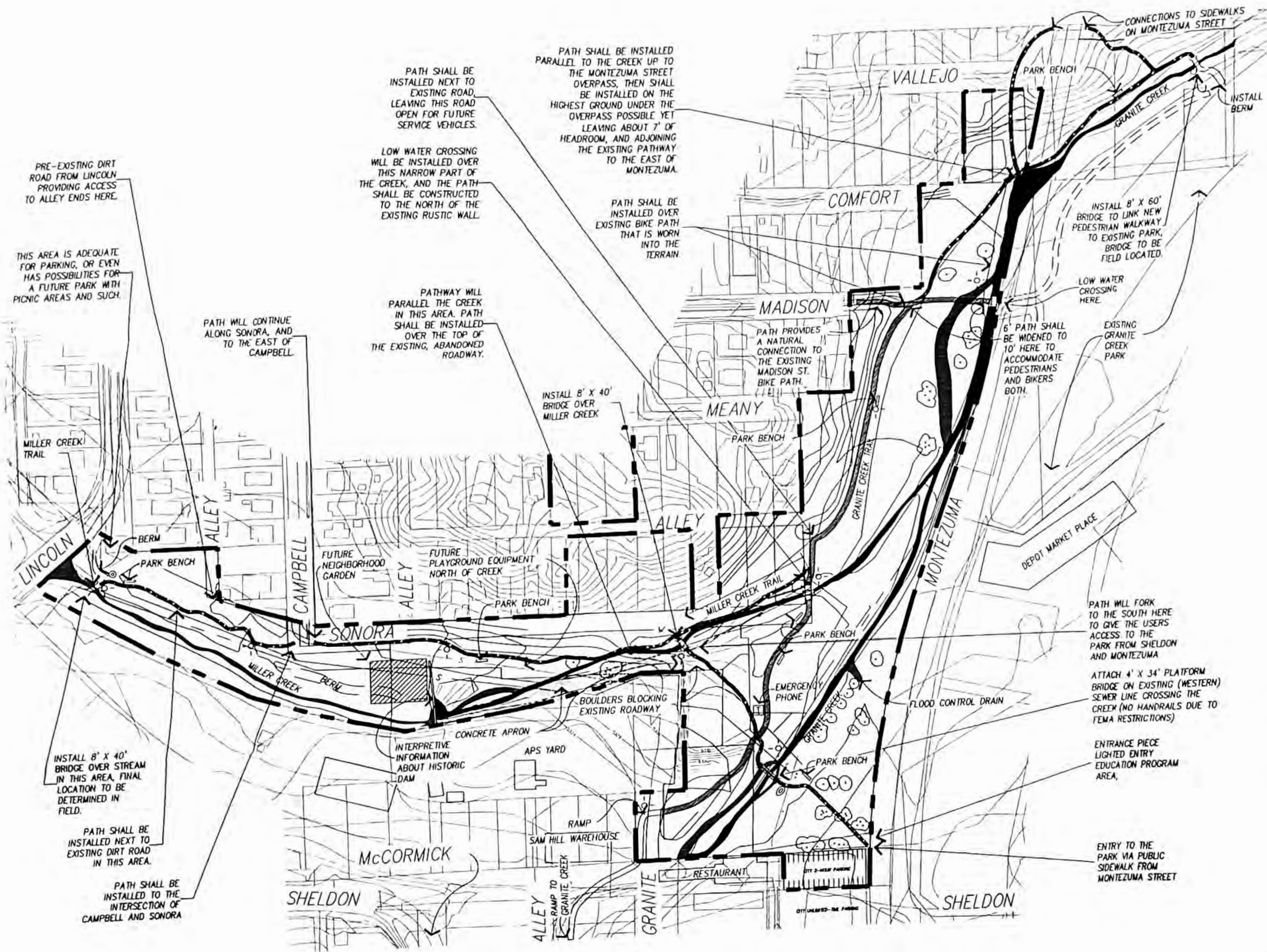
Just downstream of the existing (developed) Granite Creek Park, lies one of the most pristine greenways remaining in Prescott. This large, triangular riparian area encompasses the confluence of the North Fork of Granite Creek with the main fork of Granite Creek. Most of the area is owned by Jim Fann, whom has expressed an interest in selling (referred to earlier in section on land exchanges). The area could also provide a partial trail linkage for connecting downtown Prescott to Roughrider Park/Yavapai College, and possibly someday to the abandoned AT&SF Railroad Corridor on tribal land.

MILLER CREEK (upstream)

MILLER CREEK (Lincoln Avenue to Miller Valley Road)

Upstream of Lincoln Avenue and the western boundaries of West Granite Creek Park, lies a section of Miller Creek that contains significant potential for restoration, and trail and educational opportunities. This section is entirely privately owned. Numerous "social" trails suggest a high volume of pedestrian traffic between the neighborhood and businesses along Miller Valley Road.

Additional peripheral greenways, such as, Butte Creek west of Grove/Miller Valley Road, are also complimentary to West Granite Creek Park and will be studied further in the future.



WEST GRANITE CREEK PARK MASTER PLAN
SCALE 1"=100'

- KEY**
- PROJECT BOUNDARY
 - APS GRADING LIMITS
 - NEW CREEK TRAILS 4' - 6' WIDE
 - NEW MULTI-USE TRAIL 10' WIDE
 - EXISTING PARK TRAIL
 - PRIMARY CHANNEL
 - SECONDARY CHANNEL
 - LIGHT INSTALLATION
 - BRIDGE INSTALLATION
 - LOW WATER CROSSING
 - PARK BENCH
 - EMERGENCY TELEPHONE

WEST GRANITE CREEK PARK
GRANITE CREEK & MONTEZUMA STREET
PRESCOTT, ARIZONA

T. BARNABAS KANE
Landscape Architect
SITE PLANNING • DESIGN • RESTORATION
115-B East Goodwin Street • Prescott, Arizona 86303
520-445-3515 • Fax 520-445-9515 • tk@northlink.com



REVISIONS:
08/08/00

DATE: 11/23/99
DRAWN BY: PF
CHECKED BY: TK
JOB NUMBER: 9972

L1.0
1.1

Public Comments On the West Granite Creek Park - Master Plan

The following comments were submitted during the public review period. The comments were reviewed by the planning team, and some minor changes to the Plan were made. Some comments/proposals, such as #10 that requests a large event area for wild west shows and other events, were determined to be incompatible for the location and not consistent with the vision for the area.

1. Suggestion of a garden on the city land adjacent to Meany Street (3 lots 50 by 180)(Lots of sunlight).

2. I really like what is proposed in this plan and really hope it can be implemented in its entirety. I've lived in the neighborhood north of this area for over fourteen years and see this plan as being such a wonderful improvement for the area and the town. I know it will be met much with acceptance and will be used and enjoyed by many!

3. As someone who lives in the neighborhood near this proposed park site, I'm very pleased to see the amount of land that you want to convert to parkland. Following the creek from Montezuma to Lincoln will open up pedestrian use, bike use for schools, shopping, visiting in downtown Prescott. It looks like it will be visible from Montezuma, so it will keep that "park like setting" promised by Albertson's years ago. (I'm still not done feeling upset about the way raw land so prominent in town was gouged for parking).

All in all- I support your spending tax dollars, making as much land exchange as possible, making the park as long and wide as possible. Our neighborhood is at the fringe of being gouged up for four plexes- I hope that this extended park will attract non-4 plex investors, and clean up a questionable safe area of town. Keep the neighborhood garden in your plan!! It's a wonderful idea!!! Would it be possible to extend this idea to other lots to be converted to community gardens in the older neighborhoods in town? Like the Miller Valley area? It's a community-building concept, not to mention the possibility for real beauty.

Thanks for your efforts on the town's behalf.

4. I like the plan.

A. I hope that you design the riverside trails so that people cannot junk the area with old appliances and rusted cars again.

B. I think homeless should be allowed to sleep there.

- C. I think that the free 911 phone is a good idea.
 - D. I don't think that lights should be needed.
 - E. I think that the concrete bridge design is a good and should be rebuilt easily if flooded out.
 - F. I think a nature trail with native plants identified would be neat and educational plus giving respect for Prescott species.
 - G. On flat wall of big concrete bridge, put a mural of soft green plants.
- Note: Fantastic photo!!
Good Work!!
Delighted that this work is going forward!!
- H. Don't "groom" the area too much - leave it natural for native grasses, wildflowers, and wildlife.
 - I. Put "woody" garbage cans every 30 feet - with a volunteer club to monitor.

6. Great! Please work to get kids and young people from the neighborhood involved. They will be the caretakers of the future.

7. Looks Great! I especially like the attention to riparian restoration and monitoring. As an avid walker, I truly appreciate the effort and thought that has gone into this tremendous project.

Feel free to contact me via phone, mail, or e-mail for any volunteering that you may need in the future.

8. I really love this plan!! The trails system is truly exciting. I would love to see the neighborhood garden in place, and to see youth from the neighborhood working as youth corps to do trail building and landscaping, and maintenance. I support this plan 100%.

9. Looks like an ambitious and worthwhile venture. Planning and development needs more publicity. It is a little disappointing to see few citizens attending these planning review open houses outside of environmental activists. How about Granite Creek east of 6th St. to the reservation? Any long range plans for this beautiful riparian area?

10. The currently untouched section of Granite Creek Park is one of the last jewels of Prescott.

Because the area has a history of criminal activity which creates a hazard to public safety... its potential should be carefully considered and planned so as to create a recreational area that can be a safe place for residents and visitors alike.

The master plan should incorporate a circular use corridor that would facilitate a variety of issues. First and foremost, it would allow law enforcement to easily access the area for regular control, as well as allowing maintenance crews to enter and exit easily.

This corridor should be surfaced with natural materials to allow recreational use as well. It could incorporate a slightly widened segment with elevated seating on one side, suitable for a portable stage and outdoor theatrical uses. Other activities could take place, such as low speed contest for mountain bikes, carriage driving competitions, and foot and wheelchair races.

Nature trails should also be integrated into the plan throughout, with seating at various intervals. These trails should consist of self-guided "educational botanical walk"; natural vegetation, cactus, grasses and wildflowers would be identified with informational plaques to educate the visitor.

The area could eventually hold a variety of small, quality educational and entertainment activities such as outdoor theater, cowboy music and poetry, gatherings, archery contest, fiestas, gold rush days, Western and Indian shows, timber industry exhibitions and competitions, dog shows... the list is endless.

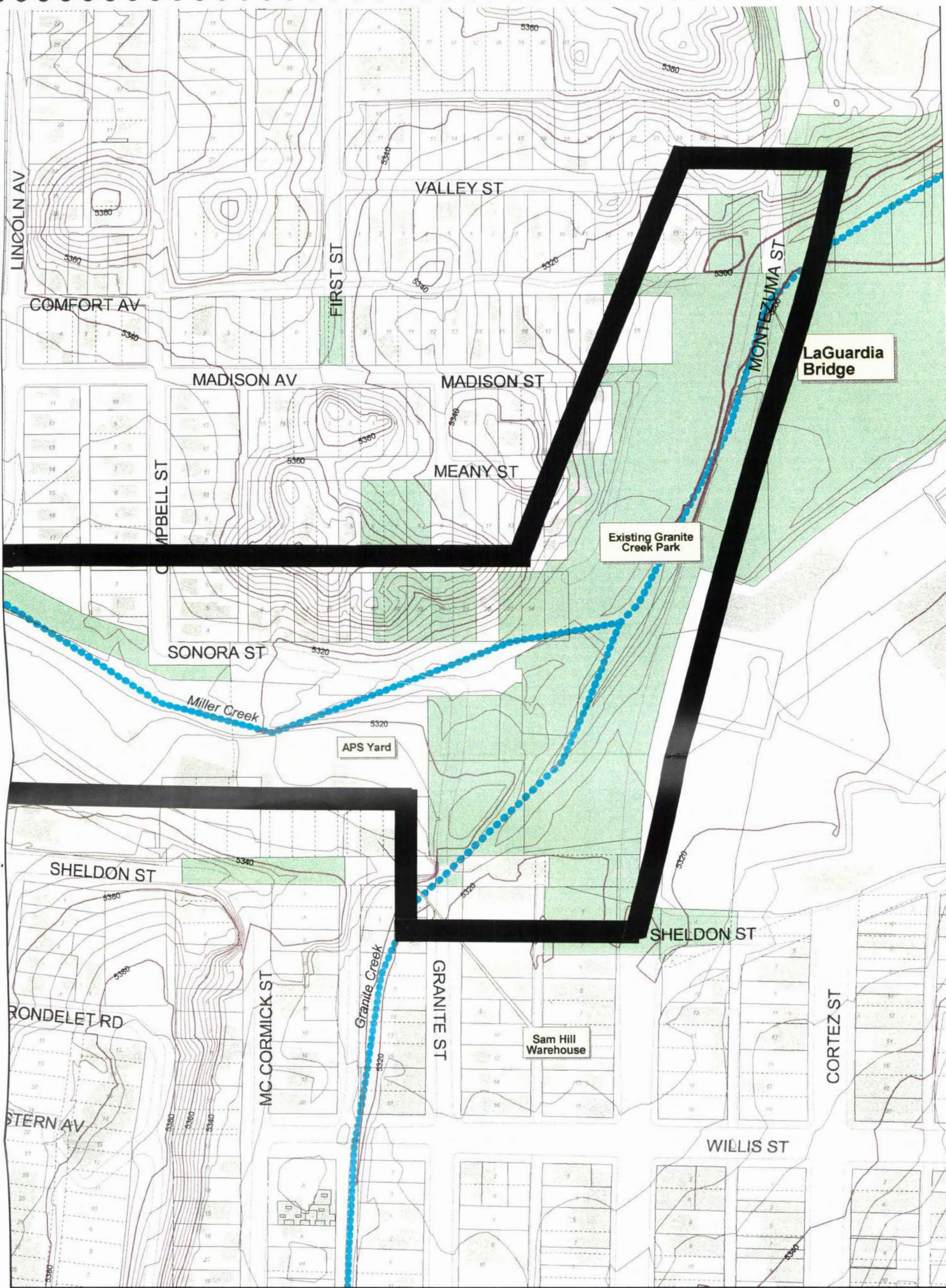
Again, careful planning for optimum potential for all is key. A facility that is accessible to law enforcement, combined with frequent, well managed activities will discourage undesirables from frequenting the area, making for increased public safety; something that current and future low activity uses fail to address.

This area of Granite Creek Park could also provide an added, unexpected benefit... economic growth for Prescott.

A careful plan for this space that will include a wide variety of uses will solve problems other than that of safety. It would give Prescott a badly needed, centrally located, recreational center that will replace the rodeo, race track, fair grounds which is about to lose due to relocation.

It would also solve another problem created unknowingly by the city fathers. Since the installation of the new planter boxes downtown, tour buses can no longer negotiate traffic easily. Having a recreational activity center in this portion of Granite Creek Park will allow those buses to easily park in the Albertson's shopping center parking lot... tourist can cross over the street safely at the stoplight to view the activities and enjoy the park... and then its just a short stroll up the street to the downtown are where they will be more than happy to spend their vacation dollars (then go away!).

Current activities on the courthouse plaza merely compete with local businesses for the dollar spent. A recreational facility that fulfills the needs of all the people will not create retail competition for the shopkeepers of Prescott; it will attract locals and visitors alike... encouraging them to spend their dollars with local businesses.



City of Prescott West Granite Creek Park Master Plan

Reference GRANITEPLAN.apr 11-16-1999 LAYOUT2

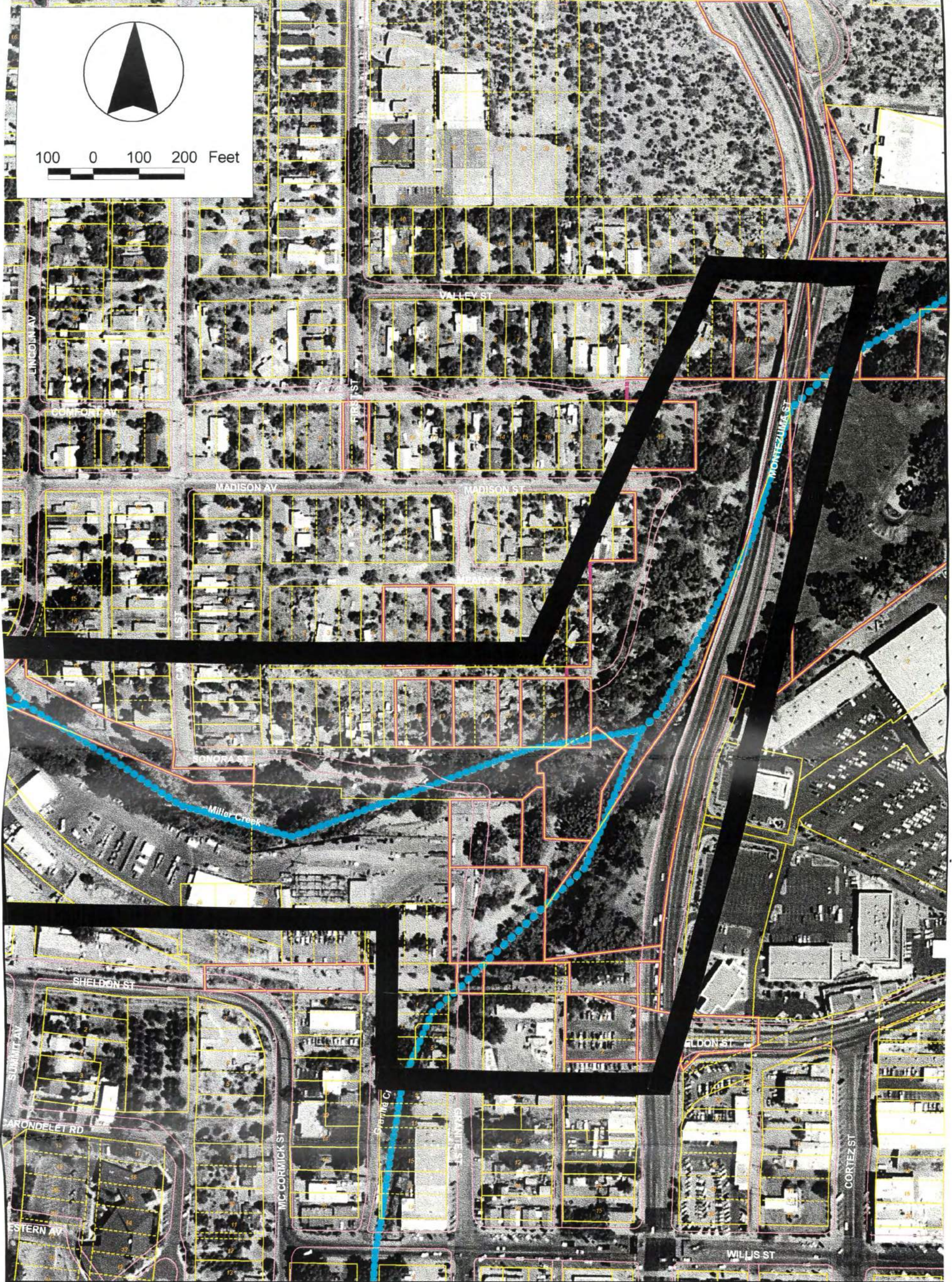
Appendix C

- Contours
 - 4
 - 10
 - 100
- Parcel History
- General Roads
- Area Streams
- City Owned Properties





100 0 100 200 Feet



City of Prescott West Granite Creek Park Master Plan

Reference GIS0607.apr 11-16-1999

Appendix D

- Parcel History
- General Roads
- Area Streams
- City Owned Properties





Yavapai Heritage Foundation

Box 61 Prescott, Arizona 86303

20 September 1987

National Endowment for the Arts
Design Arts Program
Washington DC

Dear Sir or Madam:

Please accept our endorsement of the proposal of the City of Prescott for a grant entitled 'Planning and Design For Prescott's Creek System'.

This group has been engaged for some years in cultural resource survey, National Register nominations and as an advocate for city involvement in programs to protect the unique community of Prescott. We also serve as a resource for the outlying communities and rural areas.

Since Prescott is surrounded by national forest and counts tourism as a major source of income, we are keenly aware of natural resources as well as historic buildings and surroundings.

The study of the creek system which flows through the basin in which the town is located will provide much needed information for the best decisions to be made in regard to protection and use of this precious resource.

Very truly yours,

Deborah T. Walker, President

DTW/b

Appendix E



Heritage Foundation of Arizona

29 September 1987

1403 Barranca Drive
Prescott, Arizona 86301

TO WHOM IT MAY CONCERN:

This organization, through the Board of Directors, heartily endorses and supports the grant proposal of the City of Prescott "PLANNING AND DESIGN FOR PRESCOTT'S CREEK SYSTEM". Heritage Foundation of Arizona, now in its tenth year, was organized by citizens of Arizona for the purpose of furthering the historic preservation activities throughout the state. Many successful projects have been carried out and with the growth in the state, broader concepts are now being adopted by the organization. These include historic landscaping and natural areas, archeology and tourism related concerns. As the only group in the state which serves the interests of all the citizens in the private sector in regard to all cultural resource concerns, we seek opportunities to support local initiative.

Prescott's activities in historic preservation, the adoption of a Main Street program of the National Trust for Historic Preservation, and planning for streetscape enhancement as well as many other well-conceived programs to serve resident and visitor alike will be advanced appreciably by the project described in this grant proposal.

Elisabeth Ruffner
Elisabeth F. Ruffner
President

PRESCOTT
MAIN ST.
PROGRAM

September 28, 1987

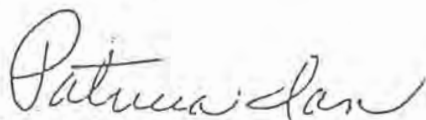
Mrs. Kay Schmitt
Budget Director
City of Prescott
P.O. Box 2059
Prescott, Arizona 86302

Dear Mrs. Schmitt:

This will serve as confirmation of Prescott Main Street Program's full support of the City's grant application to the National Endowment for the Arts to accomplish an inventory of the creek system and design of a linear park along Granite Creek. This project would increase the attraction of both Prescott residents and tourists to our downtown area and would allow both of these segments greater access and enjoyment of a natural resource in the center of Prescott.

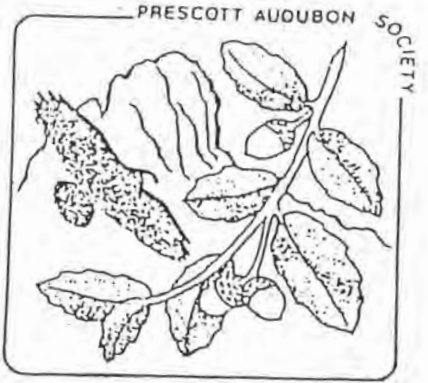
In addition, the Creek Project would be enhanced by the landscape design plans which are currently in progress as part of the work undertaken by our Action Arizona landscape design project. These plans propose appropriate landscaping to link the Creek to our downtown where it crosses Gurley Street. The linkages provided by the Creek Project, Action Arizona and Main Street would be a tremendous contribution to our downtown community, both in terms of preserving a natural resource and in increasing the economic value of downtown.

Sincerely,



Patricia Ian
Program Manager

9/8/87



To: Prescott City Council
From: Prescott Audubon Society
Subject: National Endowment for
The Arts - cost sharing proposal.

We urge that you see fit to approve the proposal for matching grant monies and in kind services with the National Endowment for the Arts, to inventory & develop portions of Granite Creek for the public good. Economic development and return to downtown Prescott will be positive in the near future.

Our "creek" resources are very valuable and need to be placed in the public care to benefit all our citizens & visitors. Downtown business people & their employees can take a lunch break along the creek & be rejuvenated by the trees, water, grasses & water. More particularly a place of quietness & visual quality we can all enjoy. Visitors & tourists too will use these areas & benefit from the experience.

perhaps staying in Prescott for a longer time.

We understand that most of the Granite Creek corridors will be included in the proposal for inventory at this time. Also, that a 2-3 block stretch will be developed with these funds at this time. It will be the start of a major endeavor to preserve, protect & develop much of our creek system. Recreation & parks development can & should take place in the wider portions of the creeks, keeping in mind that the transportation of floodwaters is their main function.

Again we recommend your favorable consideration of the proposal before you now in regard to Prescott's riparian resources.

Thank You,
Roy Houser
Pres.

The Prescott Courier

Sunday, April 1, 1990

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In our 108th year, serving the Greater Prescott Area and Central Yavapai County

'Adopt-a-block' plan to aid Granite Creek

By MICHELE MCDONALD

The Prescott Courier

Granite Creek will soon become a picturesque walkway winding through downtown Prescott.

Yavapai County Chiropractic Association has adopted a block of the watery byway as part of the city's "Adopt a Block" program, which began in April 1989.

The association will sponsor cleaning up the area, building a 4-foot-wide decomposed gravel walkway, and steps leading down from the bridge at Willis Street to the path, said Steve Gehl of the association.

The project may cost about \$1,000, he said.

"We don't really know what we're getting into," Gehl said. "It's really a natural for the chiropractors (to adopt a block) because we're always encouraging people to walk anyway."

Mary Catherine Ball of the Prescott Chamber of Commerce said five blocks have been adopted by local businesses and service groups.

The chamber is aiming for nine blocks in total. The path will stretch

Creek Park. The 1.6-mile length will have maps and signs, said Mary Baker from the chamber of commerce, who has no doubt that the path will be used.

"There's so many people in this town who are walkers," Baker said.

Work on the new block began Friday. Stakes, marking the path, were driven during a downpour. Actual construction began Saturday. The path should be ready in three weeks, Gehl said.

Larry Harmer from the Prescott Public Works Department said, the project is an important part of the downtown revitalization plan.

Betty Siegfried of the Prescott Creek Preservation Society said creating a path along the "natural corridor" will add a "fantastic aspect to the city."

Ball added that the project does not harm the creek. Native trees are not removed.

"It is low impact and low cost," she said. "This is all done at no expense to the city."

City engineers do help with the project, Ball added.

The walkway has received criticism. Some people say the paths will

Ball said during the last storm, very little of the gravel went down the creek. Also, the gravel is inexpensive and can be easily replaced, she said.

Harmer said residents, whose backyards border the creek, are concerned about the increased traffic.

However, there are ways of buffering through landscaping and use of natural topography, he said.

Diane Vigne co-owner of Granite Creek Antiques, which will be alongside the new path of Granite Creek, said she looks forward to the beautification. However, she does not think it will help the shop.

"I don't know about our business, but I think it will make it (the creek) look better," Vigne said. "I don't see how it could help (the business)."

Organizations that have adopted a block are: the Future Farmers of America and the Prescott Unified School District; Arizona Public Service Employee Volunteer Group; Prescott Audubon Society and the Prescott College. For more information call Mary

Council session

Granite Creek trail completion uncertain

BY MELODY UHLER
The Prescott Sun

Whether or not the Granite Creek Nature Trail will be completed anytime soon is still up in the air after a recent Prescott City Council meeting.

The Prescott Chamber of Commerce was at Tuesday's regularly scheduled study session

of the city council to plead its case.

According to chamber representative, Mary Baker, the chamber needs the city to accept the trail right-of-way in order to continue with the project.

Mark Stevens, Prescott city manager, explained some of the pitfalls the city would be facing if it accepted this right-of-way.

"The biggest issue here is that the city will then have all of the responsibility for maintenance on the nature trail by accepting the easements," Stevens said.

According to Stevens, this could create a hardship on the parks and recreation department.

"If we (city) add on facilities, it will make it harder to maintain the ones we already have.

"The issue is the time we

must allocate for this trail will be time taken away from Granite Creek Park and other facilities," Stevens said.

Jim McCasland, City of Prescott, recreation services director, agreed.

"It is very important to stay on top of the maintenance issue," McCasland. "The heavier the use, the more wear and tear, and this would be a heavily used area."

Although McCasland is hesitant about the extra work and liability that would be required of the city, he likes the idea of the nature trail.

"I think this is a tremendous idea," McCasland said. "But we need to go into this with our eyes wide open. It would be useless to think the city would not be expending dollars and time in maintaining the trail."

Baker indicated that former city staff members had made a commitment to maintain the trail once completed.

According to John Moffitt, Prescott city attorney, no action was ever taken by a previous city council concerning this.

"To the best of my knowledge, there was no past council action binding the city in acceptance of these easements," Moffitt said.

Councilmember Karen Thompson, suggested the possibility of a compromise. And Mayor Daiton Rutkowski suggested that the council get more information before continuing further.

"We need to get some more information and see if we can come up with a plan," Rutkowski said.

The park, when complete, will cover seven blocks from White Spar Road to Granite Creek Park.

McCasland discussed the uniqueness of Prescott and what Granite Creek had to do with that.

"This is a riparian habitat. It is a very unique area. It is an attraction for tourists, as well as us," McCasland said. ■

Creek cleanup planned

By JOHN PLESTINA
The Prescott Courier

Prescott College is sponsoring a project, starting Monday, Jan. 18, to reverse environmental damage to Granite Creek.

The Prescott Urban Riparian Project has targeted two sections of Granite Creek, one near Mile High Middle School and the other in the area of Watson Lake for trash cleanup, removal of plants not native to the area and planting native cottonwood and willow trees.

"Ideally, restoration means restoring an area to its natural conditions," said Eric Glomski, director of the project.

"Both of these sites have been impacted and degraded over the years by development, channelization, bridge building, dumping, watershed manipulation, pollution and the introduction of invasive exotic species. The vegetation has been damaged and the natural processes upset.

"Granite Creek can never be fully restored to its natural ecological condition because it is an urban creek. But, I think we can find a balance between our human community and the natural community that we are a part of," he added.

Glomski said the Watson Woods site "has the potential of being our most outstanding riparian area, because of its size and the width of its floodplain," he said.

Glomski estimates that the area to be restored is about a mile long and a quarter of a mile wide.

"We're calling ourselves a group within Prescott College," Glomski

See CREEK, Page 2B

Prescott
The Courier
Thursday, January 14, 1993
State Editor David Miller

• CREEK

From Page 1B

said. "This project is one among many and it falls under the non-profit status of Prescott College.

"One of my goals for this project is for it to be community building. When there is community involvement, I look at restoration as environmental education. As long as we learn from the project, it will be a success," Glomski said.

He graduated from Prescott College in 1992 with a degree in environmental education.

Glomski has had some success in getting the community involved. In addition to institutional support from Prescott College, he has received donations and support from the Prescott Kiwanis Club, the Audubon Society and the Sierra Club.

Prescott city manager Mark Stevens has granted permission on behalf of the city for the project to proceed.

Equipment for the project has been donated by True Value Hardware of Prescott, the U.S. Forest Service and Chino Rentals. Additional funding is being sought from the Coors Pure Water 2000 Fund through Prescott Name Brands Distributor.

Volunteers are needed. Glomski can be contacted at 771-8723.

Granite Creek touted as 'unmined, uncut jewel' of Prescott

by CINDY BARKS
The Daily Courier

For years, the Yavapai County Courthouse has been the undisputed "jewel" of Prescott's downtown.

Tourism, commercial activity and government all seem to flow from the tree-lined walks of the Courthouse Square.

While the community has focused on the plaza, however, another resource has gone virtually ignored.

Granite Creek, which runs parallel to and beyond the famed Whiskey Row, has never been a focal point in downtown Prescott.

But there are those in the community who see the natural potential of the creek has been squandered. Prescott Mayor Paul Daly, for instance, sees the creek as the "unmined, uncut jewel" of the downtown area.

While the creek's potential is real, say its advocates, many tourists — and perhaps even some residents — are barely aware it is there. If they are, many see the creek as an eyesore — a hang-out for transients.

Daly joined a group to walk along a four-block stretch of Granite Creek this week. The walk was just one of its type being organized by Paul Britton, chairman of the Downtown Master Plan Committee.

According to Britton, Granite Creek likely will take a prominent place in the committee's plans for downtown. He expects the creek to be addressed in a report that is separate from the master plan. That report should be ready in draft form within the next three to four months, he said.

Incorporating Granite Creek more into the downtown scene has been discussed off and on for years and was brought up at the Prescott City Council's recent retreat on downtown.

The idea apparently has the support of the mayor. Daly pointed out that Granite Creek could be the site of a "second wave of tourism from the courthouse."

Both Daly and Britton compared Granite Creek's potential with the use of the San Antonio River in the development of that Texas city's downtown area.



Courier / Cindy Barks

Prescott Downtown Master Plan Committee Chairman Paul Britton, center, points out qualities of a Granite Creek bridge to Mayor Paul Daly, left, and local architect Mike Frerking, right.

According to Britton, a stretch of the San Antonio River has served as an anchor for a bustling enclave of restaurants, bars, and galleries. A native of San Antonio, Britton visualizes a scaled-down version of that in Prescott — perhaps with a boardwalk to allow for strolling

Several downtown planning efforts are expected to come together this spring. Page 5A.

under the canopy of large trees along the creek.

Walking along the creek this week, Britton pointed to the backs of several old buildings that could be renovated and opened toward the creek. Currently, creek access is closed off in most buildings, with the only entrances facing toward the street.

Britton sees Granite Creek as a cohesive force throughout the downtown area. "It ties the whole community together," he said.

Daly urged a natural-preservation approach to any development along Granite Creek, suggesting that the intense development of San Antonio be avoided in Prescott.

Date: June 12, 1996

To: Paul Britton, Chairman, Downtown Master Plan Committee

From: Hiram Davis, 445-8583 1030 Scott Drive C-30 86301

Re: Potential for Granite Creek in Downtown Prescott

Introduction. First, thanks for opportunity on Monday, June 2 to talk with the members of the Downtown Master Plan Committee about the diversion of crosstown traffic away from the core of the Downtown. Now to a separate matter - the potential for Granite Creek about which there was a story in the COURIER earlier this year; and a subsequent reminder from Editor Garner that this creek can be a "raging torrent."

I call the Committee's attention to the role which Granite Creek could play, in conjunction with Granite Creek Park, as part of a walking trail system for use in dry weather, recognizing Editor Garner's concern about flooded trails and that of Mayor Daly for "a natural-preservation approach to any development" along Granite Creek. The Mayor's concern is certainly in keeping with what I hope is an increasing recognition of the value of natural open space for humans as well as for wildlife.

Granite Creek Park: Multiple Trailhead? Why not utilize Granite Creek Park as the "trailhead" for three riparian-corridor walking trails, linking the Park with the following areas?

Campus of Middle School via south Granite Creek;

New County Office-Complex via Miller Creek; and,

Watson Woods Preserve via north Granite Creek.

Now a few words about the potential for these three "linear-park", walking trails leading from Granite Creek Park (GCP.)

(1). GCP to Campus of Middle School. Such a trail would be the realization of a long-time dream now represented by the existing small segment between Goodwin and Willis Streets. Completion should encourage walking from Park to events at Middle-School Campus or Sharlot Hall Museum; or, from those locations to the Park. Also it would provide an outdoor "change-of-pace" rest break for persons employed nearby as well opportunity for informational signs about the history of Granite Creek.

(2). GCP to New County Office-Complex. This proposed trail between the GCP and the new County Office building on Fair Street would offer opportunity for an outdoor "break" from daily routine for both persons living as well as working nearby and could well encourage walking to events at GCP and other points Downtown. Number of such persons could increase substantially once the present Fairgrounds is moved to Pioneer Park and the area so vacated is available for redevelopment - presumably for some mix of office and residential uses.

OVER ... page 2 ...

(2). GCP to New County Office Complex (cont'd). In addition, Prescott College could well be an active participant. Surely the proposed walking trail along Miller Creek from the GCP to the new County complex would encourage students and staff to walk between Sam Hill Warehouse and other College facilities on Grove Avenue - presumably retained as a "downtown" campus, especially for students in adult degree programs.

(3). GCP to Watson Woods Preserve. Initially this proposed walking trail would be limited to the stretch of Granite Creek between the GCP and the lands of the Yavapai Indian Tribe until arrangements could be worked out with tribal leaders for the proposed trail to follow Granite Creek across tribal lands.

However, early attention by City officials to this stretch of the trail would let tribal leaders know that the proposed trail to Watson Woods was more than talk and perhaps give these leaders added reason for moving ahead with their planned Indian Cultural Center near Granite Creek and north of the Prescott Resort Hotel - an opportunity to attract hiking visitors to the Center.

An even more immediate reason for such early attention to the proposed walking trail along Granite Creek between the GCP and the tribal boundary is to preserve its availability. Otherwise the space now available in this location for a trail could be lost to the pressure of further commercial/industrial development in this 6th Street area. Besides, this stretch of Granite Creek is worth experiencing - a well-vegetated riparian area.

Trail Realization. Perhaps each of these three trails could become a reality through volunteer time and contributions of money and materials/services plus needed easements negotiated with affected property owners by private non-profit entity legally qualified to accept and administer such easements. However, the scope and need for early completion both to forestall future barriers and to gain advantage of early availability for public use indicate the need for the City to play a significant role.

Yet, City officials may well be reluctant to become involved because of concern over what provision is to be made for such operating requirements as maintenance, litter control/removal and security patrols. The extent to which such responsibilities could be effectively shared with private groups is a challenge both to City officials and the citizens who want to see these trails become a reality.

Copy to: Derek Brownlee, Vice-President, Yavapai Trails Association.

Two Faces of Granite Creek Park

Reclamation
could make
grounds secure

12-15-98

By MARK DUNCAN
The Daily Courier

PRESCOTT - Walt and Josie Espitia have lived at the end of Madison Street, where the pavement dissolves into the unimproved acreage of Granite Creek Park, all their lives. Third generation Prescotttonians, their ancestors ran cattle along Granite Creek, long before there was a park, or transients, or murders.

Any more, they don't go out after dark. And the home they'd hoped to pass on to another generation will likely go on the market instead.

"I was going to leave it to one of my grandchildren," Josie said, "but now I'm not. It's just too dangerous to live down here, too scary."

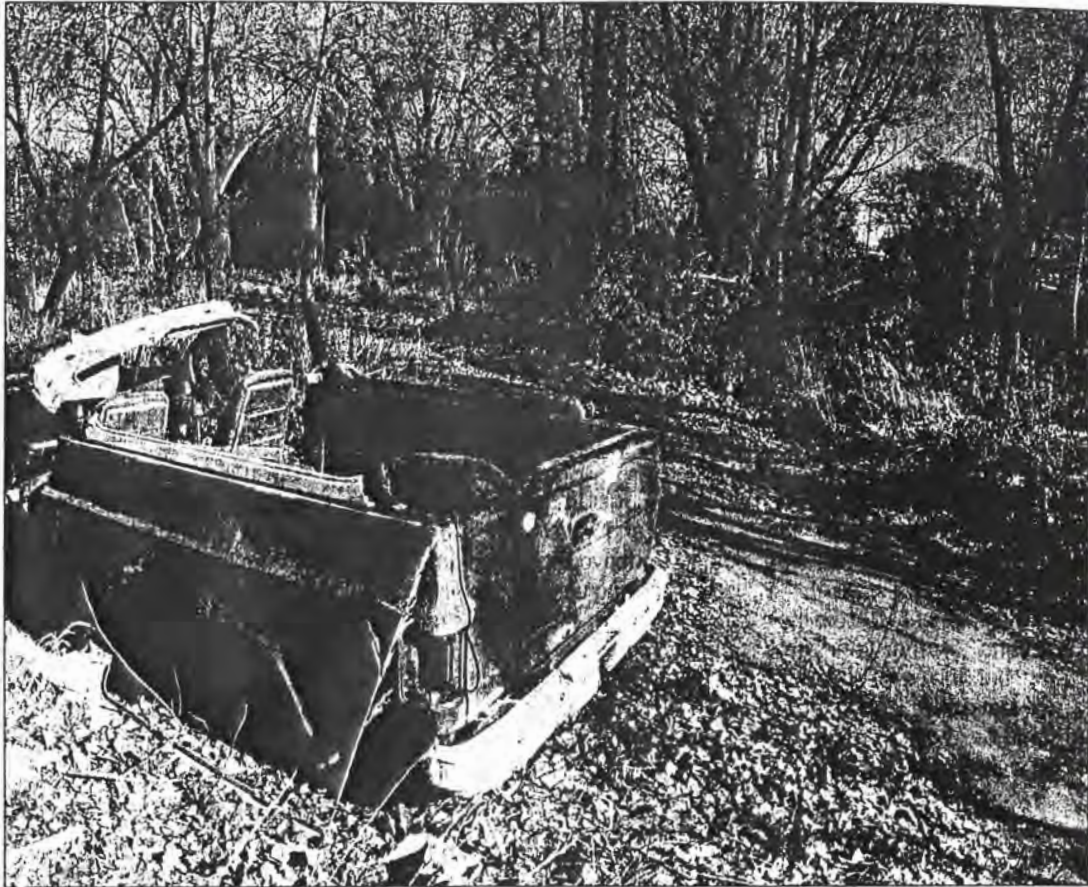
Granite Creek Park is one property that lives in two different worlds. To the east of Montezuma Street and the LaGuardia Bridge lies a soothing expanse of grass and an encircling running path. Comfortable picnic areas under the arms of massive cottonwood trees welcome family gatherings, and a ramada stands ready for community celebrations.

But to the west lies an enigma. The city long ago agreed to leave the area undeveloped as a riparian refuge, creating the current dilemma of how to balance the value of preservation against the stark reality of fear.

Gang-style graffiti graces the bridge's abutments and evidence of transient camps is easy to find. Many Prescotttonians, even those who use the park's developed portion, avoid the area.

On Dec. 4, two Prescott teenagers allegedly killed 44-year-old Bill Povilaitis and 42-year-old Carol Robinson within whistling distance of the Espitia's home. Under the bridge, and on the park's dark west side, transients have hid for years to seek the solace of drink in private.

The Espitias own three undeveloped lots that lay even closer to the creek than the one on which their



Courier/Tom Hood

The undeveloped part of Granite Creek Park has served as a dumping ground for garbage, clothing and even junk cars.

Police: Most owners favor lighting

• SAFETY, from 1A

chose not to build on the lots or sell them. These days, their sprawling lawn and generous shade trees are a natural attraction to the homeless as well as local partyers.

"We have people come down here and have a party under my trees," Walt said. "It used to be that nobody bothered us, but it's not that way any more."

On the morning of Dec. 4, the Espitias found bloodstains on their mailbox, a stark reminder of what their neighborhood has become.

They feel surrounded, by the wilds of the park on one side and a district with a reputation for lawlessness on the other.

Walt said he would welcome a community effort to continue improvements to the park - clean-up crews from both the county and the city have plans to clear brush and improve sightlines in the area - but he is unsure how much support the push will get on his street.

"People don't seem to care too much around here," he said.

The Prescott police want people to feel safe in every part of the city. And whether or not the unimproved creek frontage becomes a part of the park per se, their job remains the same.

At present, patrol of the back side of the park is a difficult necessity.

"Other than on a bicycle or foot patrol, there's no easy access to it," said Lt. Greg Nordyke. He and Assistant Chief Dave Benner said the department is very much in favor of helping to make inroads into the area.

"We're in a position to try and facilitate helping people do something with that area," Benner said. "Obviously, the police department doesn't go in and lay concrete, but we can certainly help organize groups and monitor those types of things."

Along those lines, the department has recently sponsored a series of meetings with property owners on the park's verge. One of the first things to come up was the feasibility and desirability of lights on the property.

Benner said most of the owners liked the idea.

"We went to the people on Madison Street and told them we wanted to help them solve this problem. We've had commitments from APS to put in some street lights for us, and we were really concerned that some folks would tell us they didn't want us lighting up their yards. To our pleasure, we discovered that many of them said, 'My front yard is a fine place to put up a light.'"

APS' Prescott Area Supervisor Ed Pacheco said the utility is ready and willing to go with the lights, waiting only for directions as to where.

"There were a lot of property owners in that area who said they very much wanted it done," Pacheco said. "All we need is the OK from the city to go ahead."

Improvements to the park could well have a positive ripple effect that reaches into the bordering neighborhoods of Madison, Vallejo, Comfort and Sonora streets. Benner said the department is interested in reaching out. "Absolutely," he said. "We don't plan on stopping with any one area."

But bringing Granite Creek Park into the fold of developed recreation-

al properties is not the task of the police or any one group. It has to be a cooperative effort.

"Because it's so centrally located," Nordyke said, "we see this as a whole community issue, and we'll do whatever we can to help solve this problem."

Prescott's communications director, J.J. McCormick, said the city is working on the issue from every conceivable angle. Recent grant applications intended to garner dollars for the construction of a bike path and the improvement of some of the existing trails through the park will add traffic to the area, a sure way of moving out those who disdain prying eyes.

The city, she said, is unwilling to leave the area to wrong-doers.

"It's still a very vibrant place to go," McCormick said. "I think the community feels that this is our park and we're going to continue using it. We want to let everyone know that this is not a place where crime is supposed to happen."

The Espitias, who have seen the area go full circle from grazing ground to killing ground, remain cautiously optimistic but skeptical that changes will happen, or that they will be beneficial.

"I'm not going to tell them don't do that," Walt said. "It would be nice to clean it up but, like I say, I don't know what kind of people it will bring in."

12-15-98

Riparian area's uses may change

By CINDY BARKS
The Daily Courier

PRESCOTT - High-speed traffic whizzes by on one side; homes crowd in on another. Downtown businesses and industry also enter the picture.

The surrounding uses make the undeveloped portion of Granite Creek Park - west of the LaGuardia Bridge on the Montezuma-Whipple connector - a virtual island of nature in the midst of a busy city.

But the island is no sanctuary.

"It is a pretty spot, but it has also been a traditional problem spot," said Diana Fister of the Prescott Parks and Recreation Department.

Indeed, most people in town know that it is not wise to venture into the area after dark. Long a favorite camping spot for transient people, it was in the spotlight about a year ago when park-goers complained of transients accosting them regularly in the park.

The violent deaths of two people in the area about two weeks ago has only helped to fuel the fears.

Fister pointed out the area also

'It is a pretty spot, but it has also been a traditional problem spot.'

- Diana Fister
of the Prescott
Parks and Recreation
Department.

has long been a dumping area for garbage of all sorts. Even a junk car sits on city property.

Various cleanup efforts take place every year, and still the area is hardly pristine.

Even so, it has an appeal for many residents.

Cara Staab of the local Audubon Society said she enjoys walking through the riparian area. She sees it as a valuable spot for city dwellers to retreat into nature. "Green areas are extremely important," Staab said. "They allow people to have a connection with nature."

The diversity of the riparian vegetation allows for a variety of bird life,

Staab said. A complete clearing of the area would disrupt that habitat.

But even Staab admits to feeling slightly uncomfortable at times when she is walking in the area. She takes her dog with her, she said, and probably wouldn't venture into the area without him.

As drivers crest the LaGuardia Bridge from the north, the towering cottonwood trees are the first thing they see - startling green in the spring and summer, and vivid orange and yellow in the fall.

But unlike the developed Granite Creek Park east of the bridge, the western portion is left pretty much to its own devices. No jogging trails, swing sets, barbecue grills, or park lights grace the area.

Instead, the four or five acres of land on the west offer an expanse of tangled underbrush with a canopy of cottonwoods overhead.

The irony of the situation is that many of the things that make the land appealing environmentally - the diverse underbrush that grows

See *CHANGES*, page 7A

'Flood' status limits uses for property

• **CHANGES, from 1A**

nearly thigh-high, the lack of lights or any other traditional park amenities — are the same things that can make west Granite Creek Park a dangerous place.

Fister pointed out that the underbrush makes it difficult for park visitors or police officers to see if someone is lurking nearby.

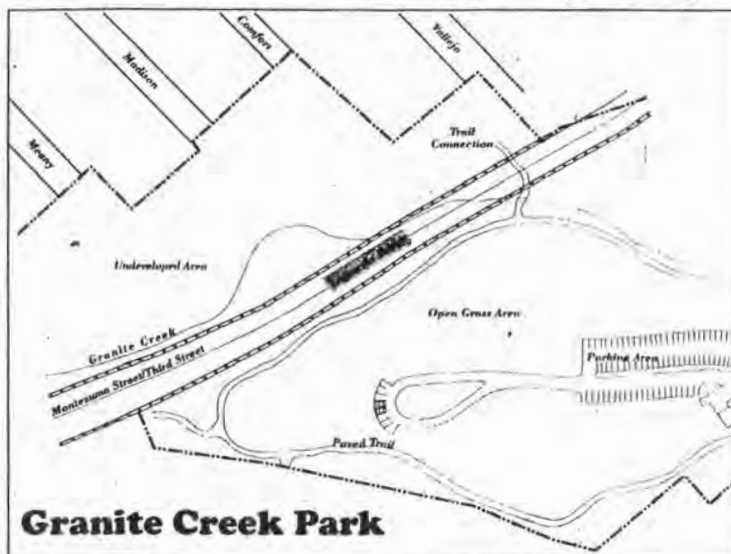
And the lack of lights in the area make it especially dangerous in the evening.

Fister said the city hopes to clear the area of some of the underbrush. In fact, crews from the Yavapai County Adult Probation program have been doing just that.

And she hopes that the city will install park lights through the area soon. However, the city has no money in the budget for lights this year, and Fister was uncertain what the cost would be.

And she stressed that the city is severely limited on what it can do with the property, because the land is within the floodway. While the improvements on the east side of the bridge were "grandfathered in," because they date back to the 1960s, Fister said the west side would fall under federal floodway restrictions, which would not allow for permanent structures.

As early as 1990, when the city drafted a master plan for Granite Creek Park improvements, there was no plan for doing anything with the



western portion. The master plan shows the area as "undeveloped."

Although most people appear to agree that the west portion of Granite Creek Park could stand some sprucing up, opinions vary about the extent the city should go to do that.

Michael Byrd of the Prescott Creeks Preservation Association, for instance, cautions against clearing too much of the area. He pointed out the undeveloped portion of Granite Creek Park is a riparian area, with diverse vegetation.

Clearing that out would be harmful to the habitat, he said.

Still, Byrd said, "the area has a lot of potential." There are things the city could do to make the area safer without damaging the environment, he

said, such as installation of low-grade lights.

Ramona Mattix, assistant community development director for the city, pointed out that the city and other community groups have proposed projects in the undeveloped park area several times recently.

For instance, she said, the Bicycle Advisory Committee's "guinea pig project" would route a bike and hiking trail through the area. The city has applied for a federal transportation grant to pay for the project.

In addition, Mattix said, the Open Space Alliance recently included the land on its list of priorities. The organization is interested in cleaning up the area so it will be more appealing to visitors, Mattix said.

Editorial

All parties need to keep up push for Granite Creek Park

It's a tragedy that the place in town where people should feel most at ease and enjoy themselves has become instead a refuge for drunks and a seedbed for violence and murder.

The pair of stories in the Dec. 15 Courier by Cindy Barks and Mark Duncan show clearly that the current situation at Granite Creek Park is a vexation - for park visitors, for its neighbors, for local civic groups and for city officials.

Despite intensive city patrols, the homeless - many of them alcoholics - still consider the park their current address, especially the riparian area west of LaGuardia bridge.

Those with no permanent address can take refuge in the underbrush for a place to sleep and drink. Violence often is the part of their world anyway - arguing and fighting over what sleeping space, shelter material, food or booze might be available. This past month, the usual denizens of the area also became targets for random violence.

Two teen-age boys face murder charges in the bludgeoning death of two transients west of LaGuardia Bridge.

Nearby residents no longer feel safe in the neighborhood. The Espitias, whom Mark Duncan quoted in his story, are looking to sell their property on the edge of the park and move out.

Even government red tape prevents Prescott city officials from cleaning up the west half of the park as much as they would like. Federal flood regulations prevent permanent structures in a flood area.

But for all the challenges, some positive signs are on the horizon, and no one should lose heart yet or write off the area to bums and thugs.

The police have conducted community meetings in the area, and the neighbors have been receptive to additional lighting in the west half of the park. Community groups have volunteered to help clean it up and install some improvements.

Arizona Public Service has offered to help with lighting.

The meetings and cooperation among the city, police, neighbors and community groups and Arizona Public Service are positive steps.

A few unsavory characters shouldn't be able to ruin a valuable community service for the taxpayers who paid for it and have every right to enjoy it.

Group focuses on Granite Creek trail

By CINDY BARKS

The Daily Courier

PRESCOTT – Hilltops are not the only open areas that are important to Prescott; its creeks also are valuable to the views, recreation, and ambiance of the community.

A group of people from varied community organizations reached that conclusion when it met Friday afternoon to discuss the potential and future of a trail along Granite Creek.

Representatives from the group maintained that creek preservation should be in the mix of the open space issues that the Prescott City Council will discuss on Wednesday.

"It is not just viewsheds that are identified in the open space plan," said Ramona Mattix, assistant community development director for the city. "It's also riparian areas."

The group agreed to submit the Granite Creek corridor as one of the potential areas to which the city may devote sales tax money for open space preservation. The council is currently accepting suggestions for areas that should be preserved as a part of an open space initiative.

Eric Smith, the city's open space and trails coordinator, organized the Friday meeting. He sought viewpoints from the group on such topics as economic development, creeks preservation, recreation, and the importance of the creek to Sharlot Hall Museum.

Most of the approximately 25 people who attended the meeting appeared to agree that Granite Creek is an important asset to the downtown area.

David Sommer, director of the Prescott Chamber of Commerce, said the creek has the potential of being "the economic engine for Prescott."

Michael Byrd of the Prescott Creeks Preservation Association (PCPA) pointed out that a plan has long been in the works for boardwalks along the creek.

And Mattix said the city's

Downtown Master Plan mentions a "downtown river walk," – a feature that would be key to future redevelopment of the downtown area.

Prescott Economic Development Coordinator Greg Fister added that the creek could be the central issue in a future study that the city is considering doing in conjunction with the Arizona Main Street department.

Currently, the creek "acts as a barrier for pedestrians," according to information that a consultant prepared for the Arizona Main Street Program.

The study, for which the city and Main Street would split the cost, would "show people what can be done to make the creek an asset rather than a liability," Fister said.

Several of the people at the Friday meeting stressed that any future study of the creek should focus on environmental and preservation concerns, as well as economic development issues.

Even so, most also appeared to agree that the community should improve the appearance of and access to the creek for general public.

But those goals come with some obstacles. For instance, the group brought up questions about the land ownership along the banks of the creek.

Other concerns centered on the difficult access to the creek area, the possibility of flooding, and the transient people who regularly gather under the creek's bridges.

Smith said the meeting was an effort to get discussions started once again on the Granite Creek trail.

If the city and Main Street do undertake a study of the creek's impact on the downtown, Fister said that process would come with considerable public discussion.

The Main Street department has a contract with an Irvine, Calif., firm – the Urban Design Studio – which likely would be the consultant for the project, Fister said.

West Granite Creek master plan on display 3/10/00

Public to see committee's progress on Wednesday

By CINDY BARKS

The Daily Courier

PRESCOTT - For the past six months, a committee has worked to navigate the twists and turns of the West Granite Creek Park area to come up with a master plan for the undeveloped park land.

Next week, the public will have an opportunity to review what the committee has recommended. An open house will take place from 4 p.m. to 7 p.m. Wednesday, in the upstairs meeting room of the Prescott Public Library, 215 E. Goodwin St., to display the committee's work so far.

The informal open house will include a site plan, phases of implementation, and other displays for the public to view. Those who attend will have an opportunity to comment on what they see.

The master plan area includes the confluence of Miller and Granite creeks, as well as the site of the Arizona Public Service cleanup of contaminated dirt next to Granite Creek Park.

Since the violent deaths of two homeless people in the area in late 1998, intense attention focused on what to do with the four or five acres of mostly primitive park land that fronts Granite Creek on the west side of the LaGuardia Bridge on Montezuma Street.

Last year, the City Council budgeted \$10,000 for the master plan, to cover the cost of mapping and other documents.

For years, the city has left the west side of the park as a riparian area, where large cottonwood trees tower over smaller elms, willows, and box elders. The creeks meander through the area, and tangled brush covers the ground.

Although the area offers a green spot in the middle of the city, its proximity to downtown and its dark cover at night have made it a natural for people who have nowhere else to go.

Homeless people have long gravitated to the area. In December 1998, two youths allegedly beat two homeless people to death in area, which brought the situation to a head.

This past fall, a citizens' advisory committee kicked off the master planning for the west side of Granite Creek Park.

The Granite Creek planning committee consists of nine members: Jay Eby of the Open Space Alliance; Judy Heywood of Arizona Public Service (APS); Doug Hulmes of Prescott College; Barnabas Kane, a landscape architect; Sue Knaup of the Prescott Alternative Transportation; Duane Oliver of APS; Tom Pettit of the Open Space Alliance; Matt Turner of the Prescott Creek Preservation Association; and Warren Zager, adjacent land owner and affected business owner.

Since the planning began, a number of other community efforts

See PLAN, page 11A

• PLAN

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have begun, which could help to preserve more riparian land along Prescott's creeks.

For instance, "Prescott's greenways" is one of the categories that would benefit from the open space initiative that voters will decide in May.

The initiative involves the extension of the city's existing 1-percent sales tax for streets. It would devote a total of about \$41 million to open space acquisition over the next 15 years.

In addition, a group of community leaders met in December to discuss the future of the entire Granite Creek trail system. The group discussed a possible study of the creek corridor, which would focus on economic development potential for the creek, as well as environmental and preservation concerns.

And just recently, the Dexter School area kicked off a neighborhood plan that will include the park land. Neighborhood Services Director Laurie Hadley said that study likely will complement the park master plan by recommending better lighting and safer trails and sidewalks. "(The plan) will be trying to get people to the park in a safer manner," Hadley said.

To help pay for some of recommended improvements to the park area – such as trails, two bridges, benches, and lighting – the park master planning committee is planning a fund-raiser on April 1. The event will take place at the new Millstone Bistro and Bakery (formerly Malarkey's), and will feature food, music, an auction, and short presentations.

Tickets are \$25, and are available at Ironclad Bicycles on South White Spar Road. For more information on the event, call 708-0911.

31700

Prescott plans improvements for part of Granite Creek Park

By CINDY BARKS
The Daily Courier

PRESCOTT – More than \$200,000 worth of improvements could be in the works to make the undeveloped part of Granite Creek Park safer and more useable.

For the past six months, a citizens' committee has been working on a master plan for the four or five acres of mostly primitive land near the confluence of Miller and Granite creeks on the west side of the LaGuardia Bridge on Montezuma Street.

The city conducted an open house Wednesday night to allow the public to review what the committee has recommended. About 40 people turned out for the open house, which included a number of displays that showed pictures of the park as it is today, as well as the

plans to make the area more user-friendly.

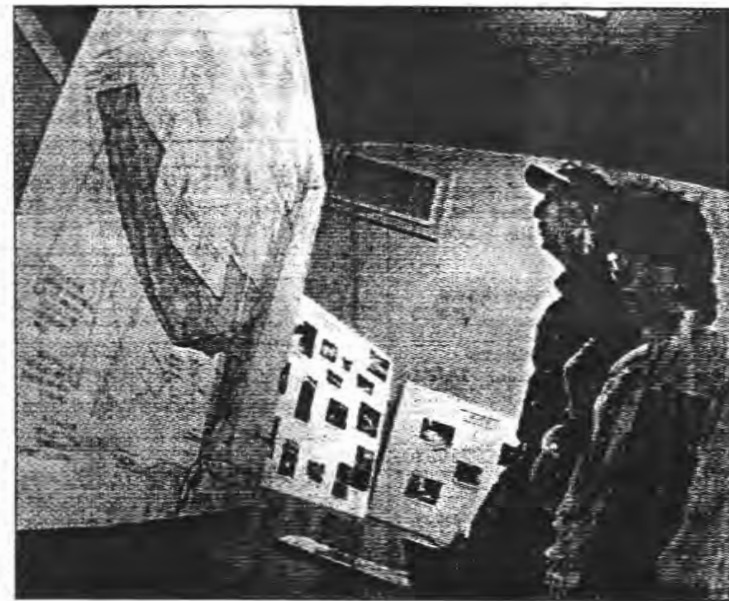
Along with the displays, the open house was an opportunity for residents to comment on the plans.

Eric Smith, trails and open space coordinator for the city, said Thursday that he received a number of written comments from the people who attended. Most were positive and complimented the committee for the recommended improvements, Smith said.

The public has until April 7 to submit written comments about the plan to: Prescott Parks and Recreation; P.O. Box 2059; Prescott, 86302. Anyone with questions can reach Smith at 445-5880.

The committee identified a "vision" for Granite

See *PARK*, page 12A



Courier/Tom Hood

Charlene Craig and Ron Smith look over maps of the West Granite Creek master plan Wednesday at the Prescott Public Library.

• PARK

From page 1A

Creek Park, which included such goals as extending trails upstream and downstream along the creeks; lighting to make the area safer; and creating a showcase of native vegetation and riparian land.

The undeveloped portion of Granite Creek Park has been in the community spotlight recently because of safety concerns.

For years, the city has left the west side of the park as a riparian area, where trees and underbrush grow. Because of the area's proximity to the downtown, homeless people have long gravitated there. In December 1998, the safety issue came to a head when two teen-agers beat two homeless people to death in the area.

That led to the move toward a master plan for the area.

And Smith said most of the written comments reflect the community's acceptance of the proposed improvements. For instance, he said, he received positive comments about the proposed lighting in the area, the bridges across the creeks, and the removal of sewer lines that currently cross the creek.

Along with the positive comments, Smith said he also received a proposal from a group of people who want to use the park area to conduct "Wild West" shows. The group is looking for a location to have about six Wild West shows a year.

Smith said he will take the group's suggestions back to the planning committee for review. One question that came up during the discussions, Smith said, is whether the small undeveloped portion of the park is large enough to accommodate the shows.

Currently, the master plan calls for about \$213,000 in improvements to the park. Among the improvements are four bridges and two low-water crossings, which would help to connect about one mile of new trails.

The most expensive bridge – at about \$125,000 – is a pedestrian crossing over Miller Creek near Lincoln Street. Residents have asked the city to build the bridge to give them better pedestrian access between their homes and area businesses, schools and churches.

Smith said the money for the Lincoln Street bridge could come from a grant that the Dexter Neighborhood Plan, which is also currently under way, is advocating.

The master plan divides the improvements into three phases. The first phase includes fund-raisers, boundary surveys, 401 and 404 permits for the trails and parks, and land exchanges. Smith said many of the first-phase items are already under way and should be complete by mid-2000.

Completion of the all three phases could be done by as early as 2002, Smith said. But he added the goals could take until about 2005, depending on the availability of money.

The city Parks and Recreation Department currently has about \$13,000 on hand for the improvements. The department will ask for another \$40,000 in the upcoming budget round for the 2000/2001 fiscal year.

To augment the budget, Smith said, "we'll have to be pretty creative with grants to put all of the pieces of the puzzle together."

The park master plan will be on display at the Prescott Public Library for several weeks. Anyone interested in submitting written comments can pick up comment forms at the library.

Fund-raiser will aid in Granite park work

By CINDY BARKS ~~3/20/00~~
The Daily Courier

PRESCOTT - In keeping with the recreational atmosphere they hope to promote in the area, Granite Creek greenway advocates will kick off a fund-raising campaign this week with a festive mix of music, food, and an auction.

And appropriately, the event will take place at the soon-to-be-open Millstone Bistro & Bakery, overlooking Granite Creek near the future site of a foot bridge that organizers hope the fund-raiser will help to pay for.

The first-ever Prescott Downtown Greenways fund-raiser and auction will begin at 6 p.m.

Saturday, and will continue throughout the evening with a variety of bands, a buffet dinner, and an auction.

The Millstone Bistro & Bakery will host the event at its new location, 300 N. Montezuma (formerly Malarkey's).

Tickets for the event are selling briskly, but organizers said Monday that some were still available. Admission is \$25 for individuals, or \$250 for a sponsor table of eight.

The fund-raiser is the brainchild of the West Granite Creek Park master plan committee, which recently released its plans for improvements

See **GREENWAYS**, page 11A

• GREENWAYS

From page 1A

to make the undeveloped portion of the park more user-friendly.

Among those improvements are a number of foot bridges and low-water crossings. Warren Zager, chairman of the fund-raising committee, said the event organizers hope it will generate enough money to build two or three bridges and low-water crossings.

Those structures can cost anywhere from several thousand dollars each to about \$20,000, he said.

But Zager and Sue Knaup, another member of the master planning committee, say the bridges are a crucial first step to implementing the master plan improvements.

They point out, for instance, that the plan involves removing the sewer lines that currently cross above the creek. Pedestrians regularly use those pipes as paths to cross the creek. Once the pipes are gone, people will need another way to cross.

The fund-raiser will feature four bands throughout the evening. First up will be the Banjo Boys, who will play at about 6 p.m., while appetizers are being served. Then, the Desert Jackalopes, a folk music group, will take over.

Gun will play. And finishing up the evening will be Russ and his band, a dance fusion and funk band, which will start at about 9:30 p.m., and will play while people dance.

After appetizers, the crew at Millstone will provide a buffet dinner, with a sample of the fare the restaurant will offer when it opens later in April.

The fund-raiser also will include an auction, at which a number of donated items will be up for sale. Among the auction items are: food baskets from local businesses; art works of blown glass, pottery, and stained glass; gift certificates; a mountain bike; a picnic table; and a weekend at a beach-side resort in Redondo Beach, Calif.

Along with the auction donations, the fund-raiser also has generated \$1,000 in donations from Chai and from Prescott College, as well as a donation of a \$1,000 painting from Elisabeth Ruffner. Previously, the low-water crossing effort received a \$2,500 donation from the Yavapai County Community Foundation.

Anyone interested in attending the fund-raiser can buy tickets at Ironclad Bicycles, 710 White Spar Road, or call the Prescott Alternative Transportation group at

Granite Creek Park gains from fund-raiser

EDITOR:

I want to thank our community for the kind support for the first-ever Prescott Downtown Greenways fund-raiser on April 1.

The money we raised will go toward implementing the West Granite Creek Master Plan and more specifically to buy materials to build pedestrian bridges across Granite Creek. I expect one day we will be able to ride our bikes, or walk, all the way from downtown Prescott to downtown Flagstaff.

I would like to thank: Judy Haywood and APS, Elisabeth Ruffner, Millstone Bistro and Bakery family and employees, Prescott College, Yavapai County Community Foundation, Auction Specialist, Inc., The Banjoneers, Birds Unlimited, Prescott Courier, The City of Prescott, The Desert Jackalopes, Ironclad Bicycles, M3 and Prescott Lakes, Groove Bone, Smoking Gun, Allan's Flowers, American Express Tax & Business, Antonius Glass Studio, Art Escape, Ca'To Salon, Collison's & friends, Tony Ebarb, and The Flower Box & Gift Center.

Also Friends of JS Acker, Gaber

& Friends, Eric Glomski, Good Scents Flowers & Such, Great Panes Art Glass, Harvard Investments, Dr. Kirdani and friends, Kinko's, KNOT, Kenson Construction, Mountain Artists Guild, Murphy's and High Gear, NAZCA Enterprises, Inc., New Frontiers, Sue Knaup and Prescott Alternative Transportation, Prescott Creeks Preservation Association, Prescott Area Arts and Humanity Council, Eric Smith, Linda Hartman and Dave Loeffler and Prescott's Parks and Recreation, Phares and Friends, Riparia, Inc., Betty Ritter, Ruffner-Cibola, Mountain Sports Inc., Watters Garden Centers, Yavapai Exceptional Industries, Yavapai Trails Association, Tom Pettit and Joanne Hawley, all the people that bought tickets and my wife, Karen Zager.

I hope this event continues for many years to come.

Warren Zager
Prescott

Granite Creek Park fund-raiser brings in more than \$10,000

The Daily Courier

PRESCOTT - More than 300 people turned out for the first-ever fund-raiser for the West Granite Creek Park area Saturday night.

The event, which took place at the soon-to-be-open Millstone Bistro and Bakery on North Montezuma Street, raised more than \$10,000 for improvements in the undeveloped park area.

The evening featured a dinner, four bands, and an auction that offered a wide variety of donated art work and other items.

Advocates of the park plan organized the fund-raiser as a means to come up with the money for the improvements that a master plan for the area has identified. For example, the money could go for urgent needs such as creek crossings, trails and lights.

But Eric Smith, trails and open space coordinator for the city, pointed out that the master plan is still in its review stages. Area residents can examine the master plan at the Prescott Public Library. They have until Friday to submit their written comments on the plan to

the Parks and Recreation Department.

After that, Smith said, the master plan likely will go to the Parks and Library Advisory Committee, and then to the Planning and Zoning Commission. He estimated that the plan will go to the Prescott City Council for final review by about June.

If the City Council approves the plan, Smith said, the park improvements could begin soon after that.

The master planning committee came up with the idea for Saturday's fund-raiser after the community failed to receive a federal transportation grant to help with trails, low-water crossings and bridges.

The Millstone Bistro (formerly Malarkey's) sits along the banks of Granite Creek adjacent to the park. The business owners agreed to debut their new restaurant with the fund-raiser. The restaurant will open to the general public later this spring - probably by May.

Many businesses and individuals donated money and goods to the fund-raiser. The auction alone raised about \$4,300.

'Wild west' show draws fire from park planners

By CINDY BARKS
The Daily Courier

PRESCOTT – For six months, a citizens' committee has worked to come up with a master plan for the undeveloped West Granite Creek Park.

And members of the committee made it clear to the Prescott Planning and Zoning Commission this week that they like the plan the way it currently stands – and that is without a "wild west" show on a portion of the park land.

Several dozen master plan supporters filled the room Thursday morning, when the Planning and Zoning Commission met for its regular study session.

Among the items on the agenda was a review of the West Granite Creek master plan, a 37-page document that recommends passive uses for the four or five acres of mostly primitive land near the confluence of Miller and Granite creeks on the west side of the LaGuardia Bridge on Montezuma Street.

The plan got rave reviews from the commission and from the audience, while the idea to add a wild west show in the area did not fare so well.

Although the commissioners did not take a vote at the study session, they got a

taste of the overriding sentiment in the room, when Sue Knaup, committee member and Prescott Alternative Transportation director, called for a show of hands from the audience about the addition of a wild west show in the Granite Creek Park area.

Most of the people at the meeting indicated support for the plan as the committee originally proposed it, without an amphitheater for a wild west show.

The idea for conducting wild west shows on the west side of Granite Creek Park reportedly surfaced during the March open house that the committee conducted to get comments from the public about the draft plan.

It came up again at Thursday's commission meeting, when the supporters suggested an addition to the master plan that would allow for a number of outdoor performances to showcase traditional western skills relating to cattle ranching, mining, and logging.

Ben Hansen, the editor of the Daily Courier, said the newspaper has committed to being the media sponsor for six outdoor performances of old west skills. He said the old west shows could become a tourist draw for the area.

Hansen and fellow supporter Beau

Hickory maintained that the old west shows could fit in well with what the committee has planned for the West Granite Creek area. "This would detract nothing from what the committee has accomplished," Hansen said.

Hickory said he first broached the idea for the shows with the city about two years ago. Original plans for the shows at another downtown location fell through, he said, because of concerns about having trained animals in the area.

Hickory said the shows would require a "very limited amount of development" in the park area.

But that was more than the master plan supporters were willing to consider. Prior to the meeting, the Prescott Alternative Transportation organization had sent out notices to its members, urging attendance at Thursday's session.

The notice stated that "there is increased momentum" for the wild west show idea. It added that wild west shows would be "completely contrary to everything the West Granite Creek Park Master Plan strives for."

Knaup repeated those concerns Thursday, when she responded to the idea that Hansen and Hickory presented.

She said the master plan committee had

broad representation from the community, along with support from the surrounding neighborhood and many of the area businesses. "I'm sure all of these would be very upset if the plan was torpedoed by a crazy scheme like the wild west show," Knaup said. "What they are talking about would require large destruction of this area."

When Knaup asked for a show of hands from the audience, Zant urged her to tone down her comments. "You've got a commission in favor of what you're doing; don't overkill it," he said.

Although city officials did not oppose the idea of a wild west show in Prescott, they questioned the appropriateness of the location at the West Granite Creek Park.

Eric Smith, trails and open space coordinator for the city, pointed out that the city purchased the park land with Land and Water Conservation money, which precludes any type of business endeavor from locating there. The area is also in the floodplain, which would strictly limit the type of development, Smith said.

And Ramona Mattix, assistant community development director for the city, said the city is currently going out for proposals for an equestrian center – either at the existing rodeo grounds off Fair Street, or at

Pioneer Park. "The wild west show is a great idea, but I don't know if the purchase requirements on the land would allow for it," Mattix said. "(The equestrian center) would be an excellent shot for it."

Hickory, however, said the West Granite Creek Park location would allow visitors arriving in tour buses to visit the downtown and walk to the wild west show. He doubted that visitors would walk to the equestrian center.

The commission likely will vote on the park master plan at its next meeting on July 13. After that, it will go to the Prescott City Council for final consideration.

The plan advocates a gradual clean-up and improvement of the park land. The improvements would include a number of foot bridges over the creeks, security lighting, re-establishment of some of the native vegetation, and multi-use trails.

From the outset, the commissioners appeared supportive of the plan, which they said would clean up an area that has been a trouble spot in the community for years.

"As rough and dirty as it is right now, with just a bit of attention, it could end up being something we could all be proud of," said Commissioner Robert Lightfoot.

Talk of the Town:

Prescott must draw on its Old West past

By JIM LAMERSON

Special to The Daily Courier

I've been watching with interest Beau Hickory's and The Daily Courier's proposed Old West show ideas. I do not consider this dim-witted nor foolish.

I compliment the Courier for its willingness to participate in such a venture and Mr. Hickory for his willingness to share his expertise and "Tom Mix Circus" collection in a clean air economic development opportunity.

However, I agree with Romona Mattix and Sue Knaup with regard to Mr. Hickory's desired location in the west side of Granite Creek Park being inappropriate.

Prescott voters elected to buy certain open space. This and projects using other forms of governmental subsidy specific to acquisition and land use may negate using certain locations for entertainment enterprise. We should respect the wishes and spirit of the voters on this matter.

I am personally excited about the Old West show opportunity for Prescott and its potential for tourist attraction. I hope the council, chamber of commerce, Courier and Mr. Hickory work diligently to incorporate this idea into Prescott's near future.

Clean air infusion of cash flow for Prescott businesses is another priority on top of my wish list. Without it Prescott will have to take what it can for revenue generation. I suggest as did Ms. Mattix, the present fairgrounds is a logical location to pursue. I would encourage all concerned parties to work on development of the current fairgrounds location for year-round events non-conflicting with the rodeo and its demands.

I favor keeping the rodeo where it is and developing that site for additional recreational and special event use. The Old West show could help to

increase that opportunity. While I'm under the assumption the rodeo is a privately held organization and the county currently owns the site, I think Prescott has this rare opportunity to continue developing its Old West image and an economic base conducive to tourism without excessive commercial development in the sales tax race with emerging municipalities.

I think the mayor's idea for an equestrian center is a laudable concept for the same reasons. It's non-polluting, an opportunity for an outside infusion of cash and in keeping with Prescott's heritage. I do not agree Pioneer Park is the ideal location today. However, we shouldn't "throw the baby out with the bath" either.

I also consider acquisition of the Elks Theater a wonderful economic development opportunity conducive to expanded tourism. I've heard the city is working on this, and I thank staff and council for doing so. I can imagine not only Shakespeare and other theatrical events in Prescott, but a "Lillie Langtry" atmosphere in our own theater from time to time.

I hope the community will embrace and develop such admirable concepts as Mr. Hickory's Old West show, the mayor's equestrian center, acquisition of the Elks Theater and keeping our rodeo where it's at for as long as it's both logical and economically feasible for all concerned.

This type of growth and economic development requires community commitment and financial support. I encourage Prescott to embrace such ideas, and find ways to make them work rather than challenging their usefulness.

(Jim Lamerson is chairman of the Prescott Chamber of Commerce Economic Development Committee and a longtime downtown businessman.)

7-2-80

Park plan gets P&Z approval

By CINDY BARKS
The Daily Courier

7/00

PRESCOTT — A proposal for an old west show at the West Granite Creek Park came too late in the planning process for the Prescott Planning and Zoning Commission to accommodate it in the master plan for the park.

That was word from the commissioners this week, before they unanimously approved the master plan that a nine-member committee came up with.

The master plan for the West Granite Creek Park recommends a number of improvements for the primitive land on the west side of La Guardia Bridge, off Montezuma Street. Most of the improvements target passive recreational uses, such as hiking trails and creek crossings.

A proposal for an old west show came up after much of the proposed master plan was already complete.

More than 25 people filled the meeting room Thursday morning to support the master plan as the committee proposed it — without an amphitheater for performances that would include an old west show.

Ben Hansen, editor of the Daily Courier, said the newspaper has committed to be the media sponsor for six of the old west shows.

He maintained that the old west shows, which would have a lecture format, would fit well with what the committee has in mind for West Granite Creek Park.

"I don't think there would be any degradation of the natural setting," Hansen said.

See PARK PLAN, page 12A

• PARK PLAN

From page 1A

The West Granite Creek Park setting could also serve as a site for other theatrical and musical performances, Hansen added.

He asked the commission to postpone a decision on the park master plan until he and the show promoters could work with the park committee on the details.

But members of the audience opposed any kind of a delay on the plan.

Jim Knaup, a 25-year resident of Prescott, noted that the city advertised months ago for people who were interested in serving on the West Granite Creek Park master plan committee. "If someone wanted to get involved, they had the right," he said.

He urged the commission not to postpone the master plan at this late date. "I urge you not to allow this distraction to undo the good work that has been done," Knaup said.

Doug Humes, who served on the master planning committee, pointed out that the plan offers an opportunity for the community to restore a significant riparian corridor.

Sue Knaup, director of the Prescott Alternative Transportation group and a member of the park

"The old west show is actually a nice idea. It is just being presented in an inappropriate place. If it's as unobtrusive as it is being presented, there are many locations where it could go around town."

— Sue Knaup, director of the Prescott Alternative Transportation master plan committee

master plan committee, said she does not oppose the idea of the old west shows, just the location.

"The old west show is actually a nice idea," she said. "It is just being presented in an inappropriate place. If it's as unobtrusive as it is being presented, there are many locations where it could go around town."

Commissioners expressed no interest in postponing the master plan approval to accommodate the old west proposal.

Commission Chairman Jim Zant urged Hansen to do "more homework" on the old west show propos-

al, and perhaps, take the matter to the Prescott City Council. "We are the final say; the council is," Zant said. "It is kind of like you got involved with this, but you got involved late."

Zant added that the commission's approval of the master plan "will not preclude" a possible future use of the park for theatrical performances.

But Commissioner Marilyn Osborne brought up an issue that city officials have been emphasizing from the start of the discussion — the restrictions the park land is under because of the grant money that went toward the purchase of the land in the 1970s.

Eric Smith, trails and open space coordinator for the city, explained that the city used Land and Water Conservation Fund money to purchase the West Granite Creek Land. The federal grant does not allow for any commercial, economic development, or entertainment uses on the land, he said.

"Would this not make (the old west shows) a moot point?" Osborne asked.

"Yes," answered City Attorney John Moffitt.

The West Granite Creek Park Master Plan will go to the Prescott City Council on July 18 and 25.

Prescott P&Z will decide who wins shootout over shows

*Commissioners also
continue discussion
of 69 Overlay plan*

By CINDY BARKS

The Daily Courier

PRESCOTT - Two weeks ago, the idea for old west performances in the undeveloped section of Granite Creek Park took fire from the people who came up with a master plan for the area.

But that was not the end of the matter. When the Prescott Planning and Zoning Commission meets at 9 a.m. Thursday, the West Granite Creek Master Plan will be back on the agenda for a possible vote. And the old west show proponents plan to be there to continue to advocate their proposal.

The meeting agenda also will include continued discussion of the Highway 69 Overlay District document.

When the commission first reviewed the West Granite Creek Master Plan in late June, several dozen audience members showed almost unanimous opposition to the idea of what they referred to as "wild west" shows.

A citizen committee of nine Prescott residents worked for about six months to come up with the plan. The proposed master plan recommends mostly passive uses, such as trails, security lighting and creek crossings, for the four-or-five-acre park west of the LaGuardia Bridge on Montezuma Street.

Sue Knaup, one of the members of the master plan committee, maintained that the western performances would be "completely contradictory to the master plan."

But Beau Hickory, who is advocating the idea, said the term "wild west show" is a misnomer for what he hopes to do in West Granite Creek Park.

Rather, he said the events would be a showcase for "old west" skills that deal with the historic cattle ranching, mining and logging industries.

Hickory and his wife, Tinnell, do old west performances around the country, and they say the format they have in mind for West Granite Creek Park would be much less intrusive than many people seem to believe.

While the term "wild west show" implies that a large number of animals would be involved, Tinnell said the shows she and Hickory plan would use a "lecture and demonstration format." For instance, they said, the show might include a demonstration of rope spinning, along with an explanation of the evolution of the skill in the West.

"We never, ever said we were going to do 'wild west' shows," Tinnell added.

As Hickory explained it, the old west shows would require an area of about a "couple hundred square feet." He envisions using the strip of land along Montezuma Street near the Millstone Bistro and Bakery. The narrow strip of land between the street and the creek would make a perfect spot for the shows, he said.

Hickory said he is asking for a trial period of six shows. "If they are not successful, we will go away," he said.

The Saturday performances and rehearsals would draw tourists, Hickory maintains. The West Granite Creek location would be close enough to downtown that people could walk there. And, he said, the public venue would allow him to have free admission to the performances.

"That is the last location where this can be done at a figure this town can afford," Hickory said.

Ben Hansen, editor of the Daily Courier, said the newspaper has agreed to be a media sponsor for the events. He also sees the shows as a boon to tourism in the downtown area.

Hansen added that although the Courier plans to sponsor only six old west performances, the area would be an ideal venue for a number of "equally unobtrusive community theater activities, which also would draw people."

Other activities that would be ideal for the spot, he said, would be outdoor Shakespeare, historical theater performances and music events. Those activities would make more people aware of the park and would make them want to come back and enjoy its passive uses, he added.

Hickory and Hansen say the old west shows would require no permanent structures, although Hickory said he hopes to move in bleachers that would have four rows of seats. Hickory said he would like to anchor the bleachers down, but they could be removed if necessary.

Hickory contends the old west shows would fit in well with the passive nature of the proposed master plan.

Knaup disagrees. Even if the shows would require no major structures, she said, they likely would bring hundreds of people into the area. "They're talking about a great economic benefit to the community, and the only way to do that is to bring in large amounts of people," she said. "We're not talking about 20 people; we're talking about hundreds of people."

Even if the spectators were to bring their own chairs, Knaup said, the large number of people would disturb the natural setting and the riparian area.

In addition to the disturbance of the environment, Knaup said the shows also would be a bother to the surrounding neighbors, who would have to put up with the noise from the shows. "You can't put on a quiet show," Knaup said.

City officials have also brought up concerns about the fact that the park land is in a flood area, and that it was purchased with Land and Water Conservation Fund money, which comes with use restrictions.

Hickory said he hopes to work with the master plan, not against it. "We understand their concerns," he said. "We would not allow anything that would damage the area to any great degree."

After the Planning and Zoning Commission makes a recommendation on the master plan, it will go the Prescott City Council for a final decision.

Prescott council greets park master plan with open arms

By CINDY BARKS
The Daily Courier

PRESCOTT – The West Granite Creek Park master plan apparently will not have any problem getting the approval of the Prescott City Council.

At their study session on Tuesday, the council praised the 37-page document that plans for the future of the five acres of primitive land west of the La Guardia Bridge on Montezuma Street.

The council will vote on the plan at its July 25 meeting, and the expected approval will give the green light for improvements at the park that will cost nearly \$100,000 (excluding the nearby \$111,000 Lincoln Street pedestrian bridge, which the city likely will pay for through a separate grant).

"This is one of the best documents to cross my desk in a long time," Councilman Robert Behnke told Trails and Open Space Coordinator Eric Smith. "It is well-documented and well-thought-out."

The master plan was the work of a nine-member committee that included: Jay Eby of the Open Space Alliance; Judy Heywood of APS; Doug Hulmes of Prescott College; Barnabas Kane, a landscape architect; Sue Knaup of the Prescott Alternative

Transportation group; Duane Oliver of APS; Tom Pettit and Johanna Hawley, neighborhood representatives; Matt Turner, Prescott Creeks Preservation Association; and Warren Zager, adjacent property owner.

The master plan has been the topic of some debate in recent weeks, because of a proposal for an old west show on a portion of the land. (The Daily Courier is one of the sponsors for the shows.)

But last week, the Prescott Planning and Zoning Commission unanimously approved the master plan, without provisions for the old west show amphitheater. And there was no mention of the old west show during Tuesday's council meeting.

Instead, the council members focused on the value of the park to Prescott's future. "I think (the park) is the kind of thing that truly can be uniquely Prescott, because nobody else can do this," Mayor Sam Steiger said. "Nobody else has this resource."

Along with the Lincoln Street pedestrian bridge over Miller Creek, the plan recommends a number of other foot bridges: a steel trail bridge over Granite Creek east of La Guardia Bridge; a wood trail bridge over Miller Creek from the neighborhood to the downtown connector trail; and a wood

bridge over Granite Creek along the sewer line crossing.

Other improvements include: low-water crossings over Miller and Granite creeks; security lighting; an emergency cellular phone; park benches; signs, informational kiosks; interpretative stations; a small neighborhood garden; drinking fountains; and a small playground area.

Steiger brought up a letter that the council members received from Michael Byrd and Eric Glomski, who have been involved with creek preservation, about the intensity of the plan.

Council members also had questions about the need for some of the improvements, such as the drinking fountains and telephone.

Smith said the master plan was a balancing act between protecting the riparian integrity of the creek land and making the area more user-friendly. "We had to find some kind of compromise, a middle road," Smith said.

But, he added, some of Byrd's and Glomski's concerns "could easily be incorporated into the plan."

In other action, the council:

- Voiced support for a policy to govern

the \$255,000 housing rehabilitation grant that the city accepted last week for the neighborhood surrounding the old Dexter School.

The council endorsed guidelines that Economic Development Specialist Jane Bristol presented for the award of the money.

Under the guidelines, the applicants would have to fall within low- to moderate-income categories.

A number of criteria would give certain applicants more weight in the ranking process. For instance, priority would go to: those with the lowest income; households with dependent children; the elderly and handicapped; and single parents.

In addition, those who wish to make repairs for handicap accessibility, septic systems, and health and safety issues would also get a higher rating in the application process. The council also asked that people who wish to convert their septic systems to city sewer get a higher rating.

The maximum amount each home could receive would be \$20,000. The money could go for home repairs, such as roof replacement, electrical wiring and plumbing.

If the owner lives in the home for at least

five years, he would not have to repay the money from the grant. But if the house were to sell within five years, the owner would have to repay a prorated amount to the city. That money then would go to the next applicant on the list.

• Considered a \$263,502 change order for construction of a connector road between highways 69 and 89, recently renamed the Prescott Lakes Parkway.

The change order, which would add to the cost of the approximately \$11 million contract for the road, would include: \$132,000 for additional excavation at the new autoplex; \$72,000 for relocation of a water main that conflicts with roadway excavation; \$25,520 for additional conduit installation for street lights between Highway 69 and the autoplex; \$5,434 for removal of additional trees at the new bridge over Granite Creek; \$16,720 for the rustication and paint for a major retaining wall next to Highway 89; and \$11,700 for a project field office for inspection and management of the construction.

Public Works Director Tom Long said the city and the consulting engineers missed most of the changes in the project specifications.



Appendix F

Trails along Prescott's Creeks

USES AND BENEFITS

Pedestrian and bicycle transportation between schools, businesses, parks, and neighborhoods

Providing a safer method of travel than along roadways

Recreation

Physical Fitness

Social

Education

THREE SCENARIOS

1. No action – no trail along creek
2. "Social" Undesignated Trails (currently found along lower Butte, Granite, and Miller Creeks)
 - Not city managed or maintained
 - Not formally patrolled
 - Some hazardous conditions exist (e.g., tree roots, washouts, etc.)
3. City Managed Trails (example: Butte Creek Trail – Hassayampa, others are in the works)
 - City managed
 - City accepts liability
 - Maintained by City volunteer trail crew
 - Patrolled by volunteers
 - Continual improvements are made to treadway and corridor providing safety
 - Potential for amenities (benches, educational signs, bridges, etc.)
 - Potential mitigation for privacy (trees & shrubs, fences, etc.)
 - Trail does not have to be owned by City
 - Trails can be placed onto existing utility easements
 - Trails can be constructed to withstand high runoff periods
 - Trail easements carry tax benefits
 - Many studies demonstrate the following:
 - a. People who use trails are more educated and responsible
 - b. Crime rates do not increase with trails in place
 - c. Real estate values can increase with trails adjacent to property, and agents will use trails as a selling tool
 - Ideally, creek trails are championed by neighborhood residents with an interest in making it happen and improving quality of life

The First Annual

Appendix G

**PRESCOTT DOWNTOWN
GREENWAYS
FUNDRAISER & AUCTION**

(auction by Auction Specialist Inc.)

A Night of Fun, Music and Fine Food

APRIL 1, 2000

6:00pm

AT THE NEW:



**Millstone Bistro & Bakery
300 N. Montezuma (at Sheldon)**

Funds raised will go to build Prescott's Mile-High Trail system, a network of trails along Prescott's Greenways that connect schools, businesses, neighborhoods, parks and people.

TICKETS: Tickets available at Ironclad Bicycles, 710 White Spar Rd. or call Prescott Alternative Transportation: 708-0911. All donations are tax deductible. Make checks payable to: Prescott Alternative Transportation.

\$25 INDIVIDUALS

\$250 SPONSOR TABLES (8 SEATS) includes program listing and benefits



Prescott Creeks
Preservation Association



Prescott Mile-High
Trails System



Prescott Alternative
Transportation



Prescott Area Arts and
Humanities Council



Prescott's Mile-High Trail System Updated Trail Standards (1999)

An Addendum to the 1996 City Trails Plan

Trails within City of Prescott's Mile-High Trail System are found in a variety of settings, and standards vary according to types and volume of uses, and settings. As per City Council Resolution, all City of Prescott Trails are non-motorized.

Category #1. - Primitive Setting – Minimal and Limited Uses:

Examples: Lakeview & Cove Trails (spur trails along southern Prescott Peavine Trail)
Uses: Hiking Only
Clearance Width: 6' wide x 10' high
Tread width: 24"
Tread Surface: Natural
Outslope: Maximum 5%
Drainage: Waterbars, Drain Dips, & Rock Channels
Signing: Flexible fiberglass at junctions w/ various decals
Maximum Grades: 20%
Information at Trail Access Point: None

Category #2. - Semi-Primitive Setting – Limited Use:

Examples: Butte Creek and Aspen Creek Trails
Uses: Hiking/Running/Equestrian
Clearance Width: 6' wide x 10' high
Tread width: 24" – 36"
Tread Surface: Natural
Outslope: Maximum 5%
Drainage: Drain Dips & Rock Channels
Signing: Flexible fiberglass at junctions w/ various decals
Maximum Grades: 12%
Information at Trail Access Point: 8" x 12" Sign w/ limited information

Category #3. - Semi-Primitive Setting – Multiple-use (potentially high volume):

Examples: Prescott Legacy Trail, Lower Granite Creek Discovery Trail
Uses: Hiking/Running/Equestrian/Mountain Bicycling
Clearance Width: 6' wide x 10' high
Tread width: 36" – 48" (6' – 8' in circumstances where heavy use is anticipated)
Tread Surface: Natural (except crushed and compacted decomposed granite in some areas)
Outslope: Maximum 5%
Drainage: Rolling drain dips & rock channels
Signing: Flexible fiberglass at junctions w/ various decals
Maximum Grades: 12%
Information at Trail Access Point: 8" x 12" Sign w/ limited information

Category #4. - Rails-to-Trails Conversions:

Examples: Prescott Peavine Trail
Uses: Hiking/Running/Equestrian/Mountain Bicycling
Clearance Width: 16' wide x 12' high
Tread width: 12'- 16'
Tread Surface: Compacted ballast (ballast over 1" in diameter is removed)
Outslope: Maximum 2-5%
Drainage: Culverts under former railroad bed
Signing: Steel signs (black text on green sign) bolted onto steel posts (threads flattened on bolts to prevent removal)
Maximum Grades: 5%
Information at Trail Access Point: Kiosk with large amount of information

Category #5. - Creek Trails:

Example: Granite Creek Trail/Prescott Riverwalk
Clearance Width: 10' wide (for sight distance) x 10' high
Tread width: Varies – determined by width of creek corridor and suitable "shelf" for placement of trail
Minimum 6' wide treadway
10' width for heavily used portions
Tread Surface: Reinforcement is needed with rip-rap & gabion structures where trail is adjacent to creek and bridge approaches
Natural surface in some areas where drainage is adequate
Compacted decomposed granite with bonding agents in other areas
Outslope: Maximum 5%
Drainage: Culverts under trail
Signing: Steel signs (black text on green sign) bolted onto steel posts (threads flattened on bolts to prevent removal)
Maximum Grades: 5%
Information at Trail Access Point: 8" x 12" Sign w/ limited information

Category #6. - Urban setting associated with roadway:

Example: Trail associated with 69/89 Connector
Clearance Width: 14' wide x 10' high – 6' landscaped buffer between roadway and trail
Tread width: 14' (10' hardened surface and 4' soft surface)
Tread Surface: Hardened: asphalt, soil cement, or various synthetic materials
Soft: Decomposed granite and natural
Outslope: Maximum 5%
Drainage: Culverts and outsloping
Signing: Flexible fiberglass at junctions w/ various decals & steel signs
Maximum Grades: 15%
Information at Trail Access Point: 8" x 12" Sign w/ limited information

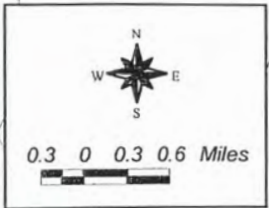
If you have questions, contact Eric Smith, Trails Coordinator, @ 445-5880.

City of Prescott Open Space Plan

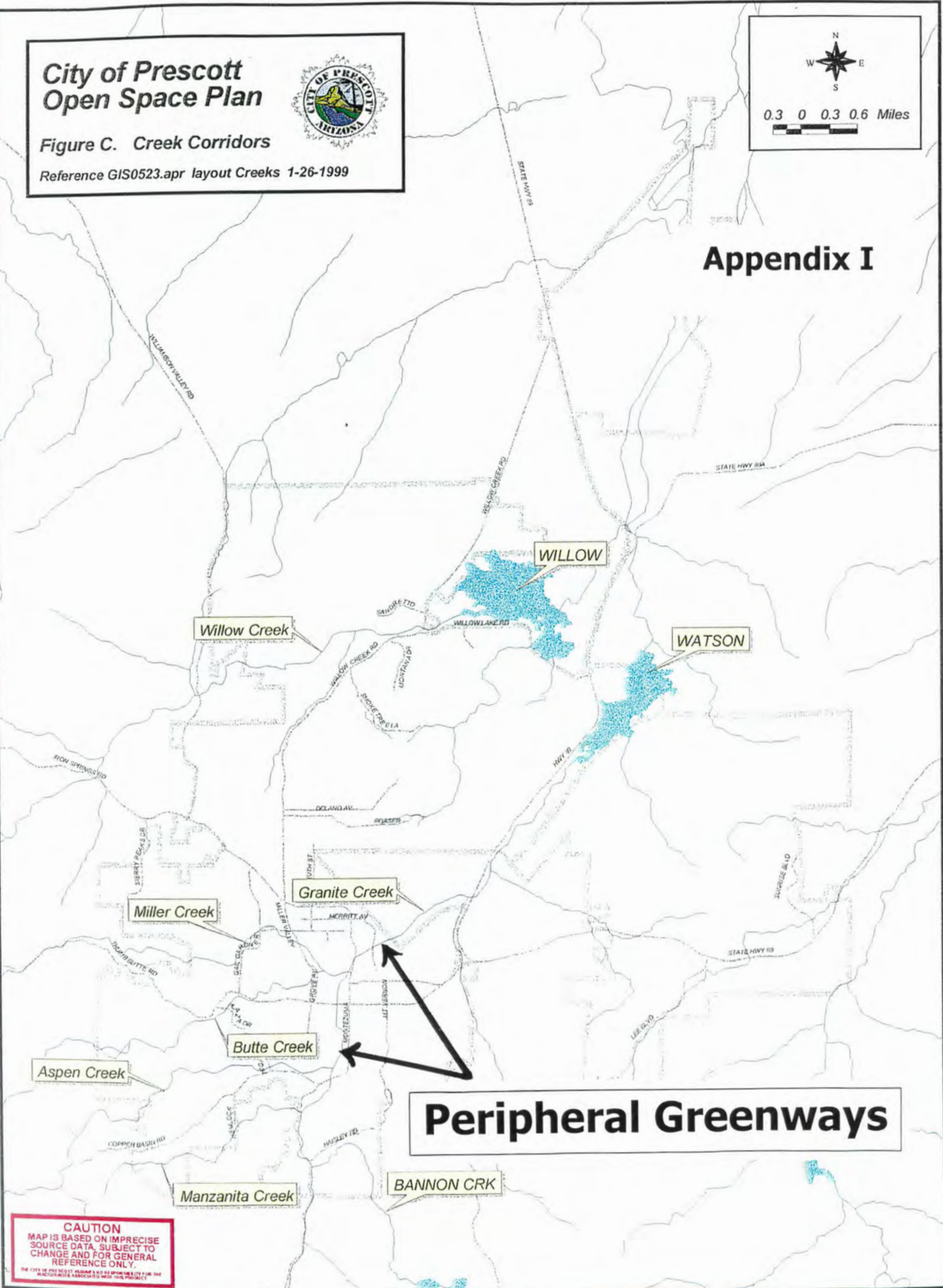


Figure C. Creek Corridors

Reference GIS0523.apr layout Creeks 1-26-1999



Appendix I



Peripheral Greenways

CAUTION
MAP IS BASED ON IMPRECISE
SOURCE DATA, SUBJECT TO
CHANGE AND FOR GENERAL
REFERENCE ONLY.
THE CITY OF PRESCOTT MAKES NO WARRANTY AS TO THE
ACCURACY OF THIS MAP.



LEASE AGREEMENT

Prescott Community Garden, Inc.

Agreement # 2011-426

THIS LEASE AGREEMENT, made this 26 day of April, 2011,
by and between the CITY OF PRESCOTT, a municipal corporation, hereinafter referred to as
"Lessor", and PRESCOTT COMMUNITY GARDEN, INC., an Arizona non-profit corporation,
hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor owns certain real property (i.e., vacant parkland) upon which the
Prescott Community Garden will occupy, which property is more particularly identified as
partially encompassing portions of Yavapai County Assessor's Parcel Numbers 113-14-061K,
113-14-056, 113-14-062C, and 800-11-030P; and

WHEREAS, Lessee will provide a community asset that will have a significant benefit
to the public; and

WHEREAS, Lessor acknowledges the public benefit to be derived from Lessee's
operations at the vacant parkland and has complied with its charter obligations pertaining to
the lease of real property.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL
COVENANTS HEREIN CONTAINED**, and for other good and valuable consideration the
receipt and sufficiency of which is hereby acknowledged by each party to the other, the
parties hereto agree as follows:

1. **LOCATION OF THE PRESCOTT COMMUNITY GARDEN.** The real property upon which the Prescott Community Garden will be constructed is partially encompassing portions of Yavapai County Assessor's Parcel Numbers 113-14-061K, 113-14-056, 113-14-062C, and 800-11-030P at the north end of Granite Street in downtown Prescott, immediately east of the Arizona Public Service Company's operations yard.

2. **EFFECTIVE DATE OF LEASE AGREEMENT; PREMISES.** The term of this Lease Agreement shall be year-to-year beginning on the effective date listed in Paragraph 3 of this Lease. Upon the Effective Date, the terms of this Lease Agreement shall thereafter govern Lessee's right to possess and its actual possession of that part of the Prescott Community Garden as more fully described on Exhibit "A" – Legal Description. Subject to the terms and conditions of this Lease Agreement, Lessee shall accept the Leased real property and associated public parking in "as-is" condition as of the Effective Date.

3. **TERM & CANCELLATION.** The initial term of this Lease Agreement shall begin on 5-26-2011 (the "Effective Date") and shall continue for 60 months after the effective date and shall automatically renew every year thereafter unless terminated by either party through the termination provisions set forth herein. In the event that either City or Lessee or both of them determines based upon such review for any reason not to continue with the lease after the 60 month term, and every following year thereafter, either party may give the other party ninety days (90 days) written notice of intent to cancel, and the lease shall be cancelled with no further obligations by either party upon the expiration of the ninety day (90 day) period after a notice of intent to terminate by either party.

During the first 36 months of the Lease, the City may cancel only for cause, specified as any violation of the lease terms or other laws by the Lessee. The City may cancel without cause during the remaining 24 months of the lease term, or any subsequent annual term, provided that prior to sending a 90 day cancelation notice the parties engage in non-binding mediation to attempt to meet the concerns of the City relating to its desire to terminate the lease. Any costs of the mediation shall be born equally by the parties. Unless earlier terminated or cancelled as herein provided, or renegotiated at the expiration of this initial Lease term, the Lease will automatically renew for a new one year (1 year) period.

4. **RENT.** In consideration of the public benefit to be realized from Lessee's operations at the Prescott Community Garden, as more particularly set forth in Paragraph 6 and 8 of this Lease Agreement, Lessee shall pay rent to Lessor in the annual amount of One Dollar (\$1.00) payable each year commencing on the Effective Date and each year thereafter on the anniversary of the Effective Date for the remainder of the term of this Lease Agreement and any extensions thereof.

5. **ABANDONMENT.** If Lessee abandons the Leased Premises, Lessee shall automatically forfeit any and all rights under this Lease Agreement, and Lessor may exercise any and all available remedies as set forth in Paragraph 12 of this Lease Agreement or as allowed by law. Abandonment as used in this paragraph shall be deemed to have taken place upon the Lessee closing the Leased Premises to the public for seven (7) consecutive days, excluding, however, closures (i) required due to national or natural disaster or local emergency, (ii) necessary to allow Lessee or Lessor to comply with their obligations under this Lease Agreement, (iii) occurring due to circumstances beyond Lessee's control or (iv) for

which Lessee has given prior written notice to Lessor and Lessor has approved thereof in writing before the date set for closure.

6. **LESSEE'S RESPONSIBILITIES.** During the term of this Lease Agreement, Lessee's responsibilities shall be as follows:

A. Lessee shall ensure that Community Garden participants are not parking at the north end of Granite Street or on City trails, thereby obstructing APS's and Prescott College's Sam Hill Warehouse ingress-egress, and/or obstructing the City's greenway trail system.

B. Lessee shall place all utilities that provide service to the Leased Premises in its name. Except as otherwise provided in this Lease Agreement, Lessee is responsible for the payment of any and all of utility bills for services provided to the Leased Premises, including, without limitation, water and electric services.

C. Lessee shall, at Lessee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term of this Lease Agreement. Such statutes, ordinances, rules, regulations, orders and requirements shall similarly govern the use of the property after this Lease is entered into by the parties.

D. Lessee shall ensure that no lien shall encumber, be placed upon or recorded against the Leased Premises, the Prescott Community Garden or upon any other estate or reversion of Lessor in the Leased Premises or improvement thereon, and should any such lien arise, Lessee, at its own cost and expense, shall bond or otherwise discharge the same within ten days after receiving notice thereof.

E. Lessee shall make no alterations or additions, excluding fencing, water catchment and water delivery systems, benches, or landscaping, to the Leased Premises without Lessor's prior written consent. It is further understood and agreed that under no circumstances is the Lessee to be deemed the agent of the Lessor for any alteration, repair or operation of the Leased Premises.

F. Lessee shall not assign, mortgage or encumber this Lease Agreement nor sublet the Leased Premises, without the prior written consent of the Lessor in each instance, which consent shall not be unreasonably withheld. The consent of the Lessor to an assignment or subletting shall not be construed to relieve the Lessee from obtaining the consent, in writing, of the Lessor to any further assignment or subletting.

G. Lessee shall not hold Lessor responsible for any theft or vandalism that may occur within the boundaries of the leased property.

H. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor, its officers, employees, agents, successors or assigns herein (collectively the "Indemnified Party"), in both their public and private capacities, from and against any and all causes of action, claims, demands, expenses, liabilities, judgments, costs, losses or damages that any Indemnified Party may suffer or be subject to on account of, or in any way relating to or growing out of any and all known or unknown personal injuries, up to and including death, property damages, or claims of any type or any other matter in any way relating to the Leased Premises, to Lessee's operations at the Leased Premises, to such matters arising from acts or omissions by patrons or invitees of the Lessee, or to the Lessee's use of the City Property; provided, however, that the Arizona laws, statutes, court cases and other laws

pertaining to comparative fault apply to any and all of the matters subject to this paragraph and to Lessee's obligation to indemnify, defend and hold harmless any Indemnified Party.

I. Lessee undertakes to defend, indemnify and hold harmless any Indemnified Party from any and against any and all causes of action, claims, demands, expenses, liabilities, judgments, costs, losses or damages that any Indemnified Party may suffer or be subject to on account of, or in any way relating to or growing out of or relating to Lessee's or Lessee's patrons or invitees use of the City Property, and all areas adjoining, or used to access the Leased Premises in any way relating to use by Lessee's patrons or invitees, provided, however, that the Arizona laws, statutes, court cases and other laws pertaining to comparative fault apply to any and all of the matter subject to this paragraph and to Lessee's obligation to indemnify, defend and hold harmless any Indemnified Party.

J. Lessee expressly agrees that the provisions in Paragraphs 6(I) and 6(J) of this Lease Agreement are intended to be as broad and inclusive as is permitted by City of Prescott Ordinances and the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full legal force and effect. Further, it is understood by Lessee that Lessor is not responsible for the acts or omissions of any other tenant or its patrons or invitees on the City Property and that the provisions of Paragraph 6(I) and 6(J) do not apply thereto. Indemnification resulting from damage to portions of City Property leased by any other tenant or from the actions of such tenant's officers, employees, agents, successors or assigns, patrons or invitees shall not be the responsibility of Lessor. In cases where damage shall be to the common areas of the

City Property shall be caused jointly by the Lessee and any other tenant, the Arizona laws, statutes, court cases and other laws pertaining to comparative fault shall apply.

K. The Lessee shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated. The insurance requirements herein are minimum requirements for this contract, and in no way limit the indemnity covenants contained in this contract.

INSURANCE REQUIREMENTS

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

-General Aggregate	\$2,000,000
-Products Completed Operations	\$1,000,000
-Personal & Advertising Injury	\$1,000,000
-Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Lessee".

Lessee shall provide copies of such policy or policies to Lessor upon request. Lessor may adjust liability insurance amounts and requirements as Lessor deems reasonably necessary, or as may be required because of changes in the insurance requirements imposed by the Lessor's insurer or by applicable law. Lessee shall comply with such adjustments or increases, within such reasonable time period as is requested by Lessor.

The insurance shall be in a form and from an insurance company with A.M. Best's rating of at least A-VII. The lessee shall furnish certificates of insurance evidencing the

required coverage. Such certificates shall provide for unequivocal thirty-day (30) notice of cancellation or material change of any policy limits or conditions.

L. The terms and conditions of this Lease Agreement shall be binding upon Lessee, its successors, heirs and assigns.

M. Should it become necessary for any Indemnified Party to incur costs and expenses to retain the services of an attorney to enforce the indemnity and defense provisions of this Lease Agreement, or any portion thereof, Lessee agrees to pay such Indemnified Party's reasonable costs and attorneys' fees thereby expended, or for which liability is incurred as provided by law; provided, however, that Lessee and the Indemnified Party shall mutually select the attorney or attorneys providing the services.

N. Except as otherwise provide herein, Lessee shall be solely responsible for any and all costs associated with its programs and operations at the Community Garden, including but not limited to costs relating to materials, employees and reception services.

O. Lessee shall permit an inspection of the Leased Premises by Lessor, or Lessor's agents or representatives, during reasonable hours, at any time during the term of this Lease Agreement with a minimum of 24 hours notice. If access to the Leased Premises for such purposes cannot be obtained, or if at any time an entry shall be deemed necessary for the protection of the Prescott Community Garden, whether for the benefit of the Lessor or Lessee, the Lessor, its agents or representatives, may enter the Leased Premises to accomplish such purposes. The provisions contained in this paragraph are not to be construed as creating or increasing any obligation on the part of the Lessor under this Lease.

P. Lessee hereby agrees to provide proof of payments of any and all personal property taxes and insurance coverage required under the terms of this Lease Agreement to the Lessor.

Q. Lessee shall provide an annual update to the Prescott City Council as to the status and operation of the Community Garden.

7. **USE OF THE PROPERTY.** The prime consideration of this Lease Agreement is the public benefit to be realized from Lessee's operations of a community garden at the Leased Premises.

8. **SURRENDER OF PREMISES.** It is agreed that at the expiration of the term of this Lease Agreement, or any sooner termination of this Lease Agreement, Lessee will quit and surrender the Leased Premises in good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted. If Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy only from month to month, and the Lessee shall continue to abide by the terms of this Lease Agreement during said holdover period. Any improvements made to the property shall become the sole property of the City at the end of the Lease excepting those items listed in Paragraph 6(E) of this Lease as long as removal of same will not damage to existing structures or existing fixtures.

9. **DEFAULTS.**

A. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- i. Lessee vacating or abandoning the Leased Premises.

ii. Lessee's failure to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee.

iii. (a) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt entity or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or of Lessee's interest in the Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

B. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessor: Lessee's failure to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee.

10. **REMEDIES.**

A. The parties hereto expressly covenant and agree that they will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement

through negotiation. If, however, a matter has not been resolved within a reasonable period of time, upon the written demand of either party, the matter shall be resolved by arbitration in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 *et seq.* A party desiring arbitration shall serve upon the other, a writing (the "Notice") describing, in general terms, the controversy and naming such party's Arbitrator. Within twenty (20) days after said Notice the other party shall serve upon the party demanding arbitration a writing (the "Response"), describing, in general terms, any additional issues to be arbitrated and naming its Arbitrator. Within seven (7) days thereafter the two Arbitrators shall meet, and at that time or within seven (7) days thereafter shall appoint a third Arbitrator. If the two Arbitrators cannot agree upon the third Arbitrator, either party may apply to the Arizona Superior Court in and for Yavapai County pursuant to the provisions of A.R.S. §12-1503 for appointment of the third Arbitrator. The three Arbitrators, immediately after appointment of the third Arbitrator, shall appoint a time and place and otherwise proceed under the provisions of A.R.S. §12-1505.

B. Subject to the arbitration provisions of Section 10A, if Lessor or Lessee determines that the other party has not fulfilled its duties or obligations under this Lease Agreement, this Lease Agreement may be terminated by that party upon 90 days (90 days) written notice to the other party, with or without cause. However, the party desiring to terminate this agreement must provide notice as to the specific manner in which the other party has not fulfilled the aforementioned duties. The party deemed to be failing its duties or obligations would then have 30 days to implement a solution before final notice of termination is issued.

C. If Lessee is in material breach of this Lease Agreement, Lessor may re-take possession of the Leased Premises and remove therefrom all of Lessee's property and all persons then thereon. Any entry and/or re-entry by the Lessor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this Lease, shall not be deemed to absolve or discharge the Lessee from liability hereunder.

D. If Lessor is in material breach of this Agreement such that Lessee cannot reasonably comply with its obligation hereunder, Lessee may terminate this Lease Agreement by providing no less than thirty (30) days written notice thereof.

11. **NOTICES.** Any notice required or permitted to be given pursuant to this Lease Agreement shall be in writing and may be served personally or by regular mail, addressed to Lessor or Lessee respectively at the following addresses (until written notice of change of address is provided by either party to the other):

To Lessor:

City of Prescott
Director - Parks, Recreation, and Library Dept.
P.O. Box 2059
Prescott, Arizona 86302

With a copy to the Prescott City Manager and City Attorney at the foregoing address:

Prescott City Manager
P.O. Box 2059
Prescott, Arizona 86302

Prescott City Attorney
P.O. Box 2059
Prescott, Arizona 86302

To Lessee:

Prescott Community Garden, Inc.
570 Eastwood Place
Prescott, AZ 86303

12. **WAIVER.** The waiver by any party hereto of any breach or breaches by the other party of any one or more of the covenants, agreements, conditions, or obligations herein contained or the acceptance of any delinquent payments shall not bar the party from seeking a forfeiture or any other rights or remedies in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations.

13. **SEVERABILITY.** The invalidity of any provision of this Lease Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.

14. **CHANGE IN LEASE.** The making, execution and delivery of this Lease Agreement have not been induced by any representation, statement, warranties or agreements other than those herein expressed. The parties mutually agree that this Lease Agreement supersedes all other previous and/or other agreements bearing upon the above premises, and it is further agreed that no changes to or in this Lease shall be made without being in writing, agreed to and signed by all parties hereto.

15. **CONSTRUCTION.** The terms and conditions of this Lease Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

16. **PREPARATION OF AGREEMENT.** This Lease Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Lease Agreement is not to be construed against either party.

17. **WAIVER OF ATTORNEY FEES.** The parties hereto expressly covenant and agree that in the event of litigation either through the Arbitration process, or a claim litigated in a court of competent jurisdiction arising from this Lease Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Lease Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, state or federal court rule, or state or federal common laws.

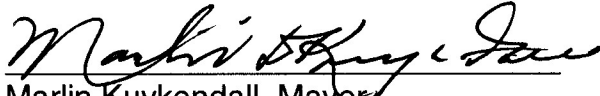
18. **CONFLICT OF INTEREST.** Pursuant to A.R.S. Section 38-511, Lessor may cancel this Lease Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease Agreement on behalf of the City of Prescott is, at any time while the Lease Agreement or an extension of the Lease Agreement is in effect, an employee or agent of any other party to the Lease Agreement in any capacity or a consultant to any other party of the Lease Agreement with respect to the subject matter of the Lease Agreement. In the event of the foregoing, Lessor further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease Agreement on behalf of the Lessor from any other party to the Lease Agreement arising as a result of this Lease Agreement.

19. **NON-DISCRIMINATION CLAUSE.** The Lessee, with regard to the provisions of services to the general public pursuant to this Lease, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. The Lessee will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of

the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

20. **CONTRACT ADMINISTRATOR.** The Contract Administrator for the purposes of this Lease shall be the City of Prescott – Parks, Recreation, and Library Department Director (or designee), until such time that a different contract administrator is designated by the Prescott City Manager.

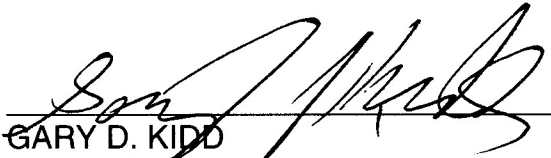
PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 26 day of April, 2011.


Marlin Kuykendall, Mayor

ATTEST:

APPROVED AS TO FORM:


ELIZABETH A. BURKE
City Clerk


GARY D. KIDD
City Attorney

APPROVED BY CITY COUNCIL

LESSEE: RES # 1 ORD # 4790-
DATE: 4-26-11 EFF: 5-26-11

PASSED, APPROVED AND ADOPTED by the Board of Directors of PRESCOTT COMMUNITY GARDENS, INC., this 1st day of May, 2011.

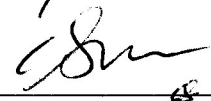
By: 
Colleen Sorenson, President,
Board of Directors

Exhibit A

Legal Description



"COMMUNITY GARDEN TRACT"

Page 1 of 1



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 1/26/2011

**G. MICHAEL HAYWOOD
REGISTERED LAND SURVEYOR**



212 S. Marina St. • P. O. Box 1001 • Prescott, Arizona 86302
Phone 928-778-5101 • Fax 928-778-9321 • email mike@mhainc.net

**PROPERTY DESCRIPTION
The Community Garden Tract**

All that portion of Section 33, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West one-quarter corner of said Section 33, a found 1 1/2 inch drill steel, from which the East quarter of said Section 33, a 2 1/2 inch U.S.G.L.O. brass capped monument, bears North 89°26'16" East (basis of bearings), 5265.56 feet;

Thence, North 89°26'16" East, 3200.31 feet to a point on the East-West mid-section line;

Thence, South 00°33'44" East, 1150.96 feet;

Thence, North 00°52'16" East, 233.10 feet;

Thence, South 89°25'51" East, 56.43 feet to the **POINT OF BEGINNING**;

Thence, South 48°09'01" East, 16.70 feet;

Thence, South 03°30'05" West, 222.67 feet (record 222.73 feet);

Thence, South 04°47'35" West, 18.46 feet;

Thence, South 15°14'25" East, 8.25 feet;

Thence, North 59°02'33" East, 40.31 feet;

Thence, North 55°48'53" East, 16.11 feet;

Thence, North 43°26'44" East, 48.18 feet;

Thence, North 51°01'34" East, 39.74 feet;

Thence, North 29°11'28" East, 19.73 feet;

Community Garden Tract – Page 1 of 2

Community Garden Tract
Page 2 of 2

Thence, North 22°40'23" East, 44.77 feet;

Thence, North 09°54'46" West, 8.21 feet;

Thence, North 20°36'31" West, 55.26 feet;

Thence, North 29°00'53" West, 48.33 feet;

Thence, North 26°03'13" West, 26.37 feet;

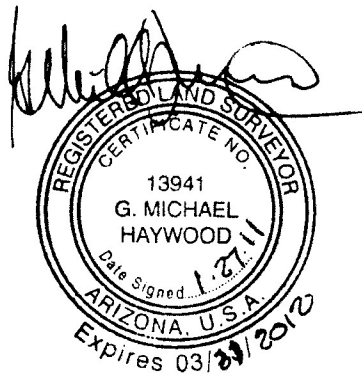
Thence, North 16°26'10" West, 29.82 feet;

Thence, North 44°59'04" West, 15.55 feet;

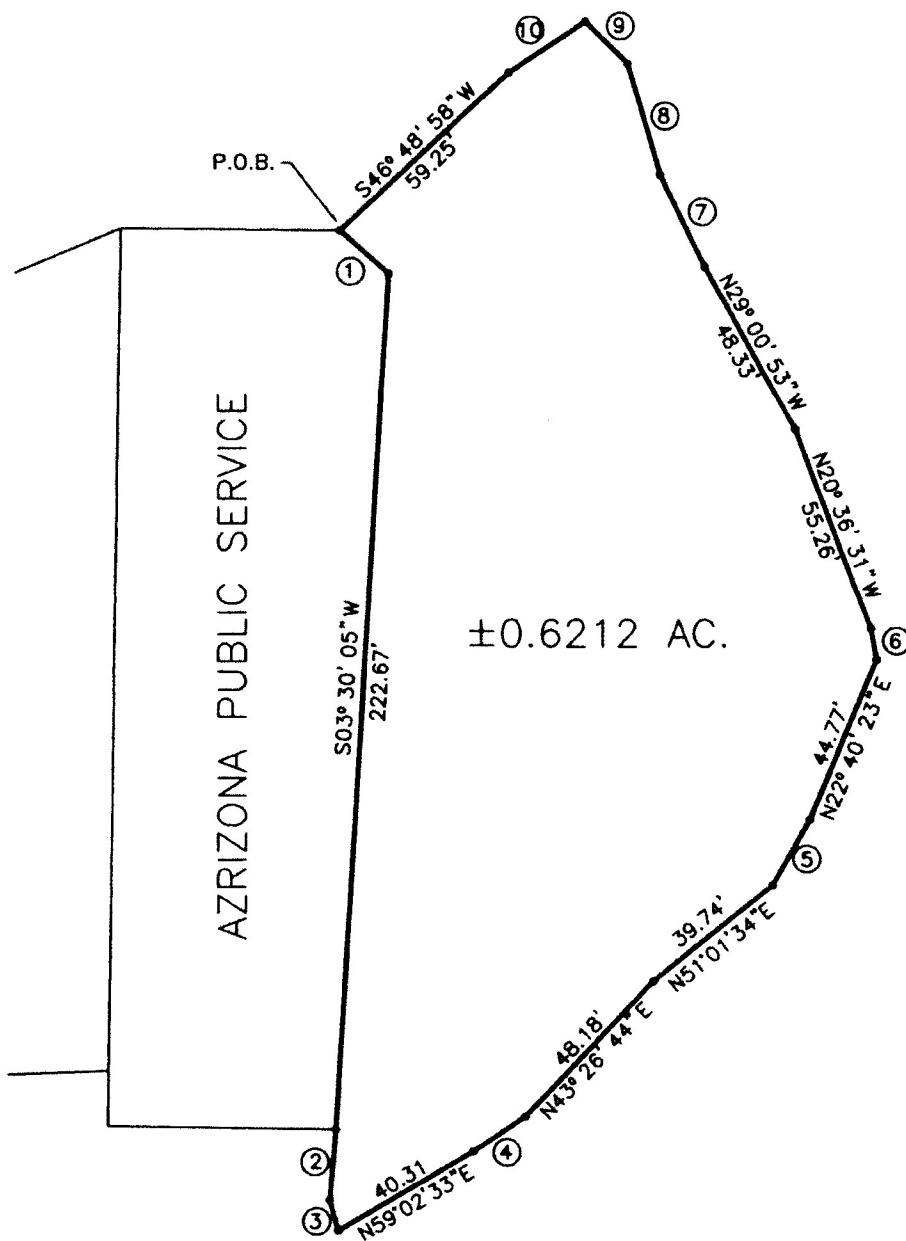
Thence, South 55°56'41" West, 23.83 feet;

Thence, South 46°48'58" West, 59.25 feet to the **POINT OF BEGINNING**;

Containing 0.6212 acres, more or less.



January 26, 2011
COMGRD-LGL.doc



- ① S48°09'01"E, 16.70'
- ② S04°47'35"W, 18.46'
- ③ S15°14'25"E, 8.25'
- ④ N55°48'53"E, 16.11'
- ⑤ N29°11'28"E, 19.73'
- ⑥ N09°54'46"W, 8.21'
- ⑦ N26°03'13"W, 26.37'
- ⑧ N16°26'10"W, 29.82'
- ⑨ N44°59'04"W, 15.55'
- ⑩ S55°56'41"W, 23.83'

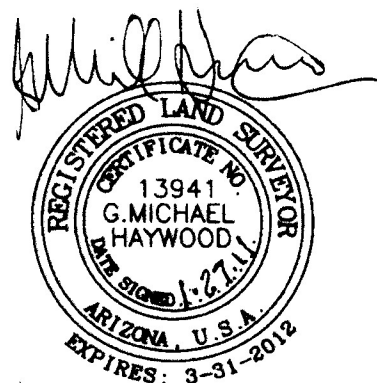


EXHIBIT TO ACCOMPANY
PROPERTY DESCRIPTION
"COMMUNITY GARDEN TRACT"
SEC. 33, T14N-R2W, G&SRB&M,
YAVAPAI COUNTY, ARIZONA.

G. MICHAEL HAYWOOD
REGISTERED LAND SURVEYOR
212 S. MARINA STREET
PRESCOTT, AZ. 86303
(928) 778-5101

JOB NO: COMGRD	DRAWN: GMH
CREW: RR/PH	DATE: 1-25-11
CLIENT: MY H.P.	CHECKED: GMH
SCALE: N.T.S.	DATE: 1-27-11

WHEN RECORDED, PLEASE INTEROFFICE TO:

Prescott City Clerk's Office
201 S. Cortez
City Hall
Prescott, AZ

**Caption: First Amended Development and Disposition Agreement
Agreement No. 2019-088A1
WSH Hospitality, LLC**

Note: Previously Recorded: 2018-0047516

**DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT**

FIRST AMENDED DEVELOPMENT AND DISPOSITION AGREEMENT

THIS FIRST AMENDED DEVELOPMENT AND DISPOSITION AGREEMENT ("Agreement"), dated as of Jan. 22, 2019 (the "Effective Date"), is made by and between CITY OF PRESCOTT, an Arizona municipal corporation ("City"), and WSH HOSPITALITY, LLC, an Arizona limited liability company ("Developer") and amends and replaces the Development and Disposition Agreement (City agreement number 2019-088). Developer and the City may sometimes be referred to herein as the "Parties."

RECITALS

A. The City owns fee simple title to the parcel of real property generally located at 254 and 300 North Montezuma Street, west of the intersection of Sheldon and Montezuma Streets (1.911 acres +/-) more particularly described on Exhibit A attached hereto and made a part of by this reference (the "Property"). The Property is shown on the Exhibit B preliminary site plan attached hereto and incorporated herein. The City also owns fee simple title to the parcel of real property located north of the Property more particularly described on Exhibit H (the "Park Area").

B. The City desires to lease the Property to Developer and the Developer desires to lease the Property from the City, on the terms and conditions set forth herein. The City is empowered to undertake such lease of real property with an option to purchase pursuant to Prescott City Charter Article VIII, Section 11.

C. Developer proposes to construct an approximately seventy thousand square foot business-class hotel consisting of approximately 100 hotel rooms with a height of not more than fifty-five (55) feet measured from the finished floor at the front door of the building to the highest architectural element of the building and meeting room and conference space included as part of the hotel. Developer's lease and option to purchase of the Property, construction of the hotel and conference space, rehabilitation of historic landmarks and structures, park improvements/landscaping and revitalization of the Park Area, and subsequent business operations on the Property are hereinafter referred to as the "Project". The Project consists of those details and drawings to be submitted by Developer or the City as provided in this Agreement for review by City staff concerning the Property and the Park Area.

D. The parties acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of A.R.S. § 9-500.05, and that, in accordance therewith, it shall be recorded against the interest of Developer in the Property, in the Office of the Yavapai County Recorder to give notice to all persons of its existence and of the parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the parties and all their successors in interest and assigns.

E. Developer has submitted a proposal to the City that requires participation by the City in order to accomplish the Project. The City is concerned that its failure to offer to Developer the terms and incentives set forth in this Agreement will likely result in Developer not undertaking the Project.

F. The parties expressly acknowledge and agree that the development of the Property as contemplated in this Agreement is consistent with the portions of the Prescott General Plan applicable to the Property on the date hereof and that there are no features of the Development Plan (as provided in Exhibit C hereto), including, without limitation, the intensity of development and range of land uses proposed in the Development Plan, that cannot be accommodated within the scope of the General Plan.

G. The City desires to obtain those public benefits that will accrue from Developer's development of the Property in a manner consistent with the downtown business district and redevelopment components of the Land Development Code and the Entertainment District component of the City Code. Furthermore, the parties acknowledge that the Project qualifies as a business expansion economic development Project; that the Project will assist in the creation and retention of jobs and will otherwise improve and enhance the economic welfare of the residents of Prescott by expanding commercial, hotel and conference center uses in Prescott, increasing access to goods and services, increasing the City's assessed property valuation, stimulating further economic development in the City, constructing public infrastructure improvements in a difficult to develop area, preserving and revitalizing historical landmarks and structures, enhancing and revitalizing public parks and trailways, and generating additional sales tax revenues; that the terms and incentives agreed to by the City in this Agreement will in fact serve legitimate economic development purposes as authorized by A.R.S. § 9-500.11; and that the incentives authorized by this Agreement are reasonably proportionate to the benefits the City and the public will derive from Developer's Project to Prescott.

H. The Property is currently zoned Downtown Business District and Business Regional under the City's Land Development Code (the "Zoning"), which Zoning allows the uses contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

PART I – AGREEMENT

1. **Recitals.** The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

2. **City Council Action Requirement.** The City and Developer acknowledge that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed upon action to be done or performed by the City which would, under any federal, state or city constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the City Council, will be required to be done or performed by the City unless and until said formal City Council action has been taken and completed. "Completed" under this provision means that such City Council action is no longer subject to referendum action. Notwithstanding the foregoing to the contrary, at such time as formal City Council action to approve this Agreement has been taken and completed, this Agreement shall be binding on the City.

3. **Compliance with Law.** The City represents and warrants that prior to entering this Agreement it will comply with any applicable legal requirements including any requirements necessary to lease property with an option to purchase found in the Prescott City Charter or other applicable law. The City further represents and warrants that it has valid title to the Property and that, other than any permitted encumbrances, there are no adverse claims to the Property known to the City. As used in this provision, the term "permitted encumbrance" means any encumbrance which is permitted as provided in Exhibit F to this Agreement.

4. **General Cooperation.** The City agrees to use its reasonable best efforts to assist Developer or its affiliates in the development of the Project, including any assistance with other governmental agencies as appropriate.

PART II – DISPOSITION OF THE PROPERTY

Disposition of the Property is hereby conveyed by way of a ground lease with option to purchase between the City and the Developer (the "Ground Lease"). This Ground Lease, dated as of the Effective Date, is entered into by and between the City as "Lessor" and Developer as "Lessee". In consideration of the payment of rent and the performance by the parties of each of the provisions set forth herein, and intending to be legally bound, the parties agree as follows:

GROUND LEASE ARTICLE 1 **PROPERTY**

1.1 **Agreement.** Lessor hereby leases to Lessee for the term, at the rent, and in accordance with the provisions set forth herein, the Property described in Exhibit A for the uses and purposes specified in this Agreement.

1.2 **Use.** The Property shall be used solely and exclusively for the construction and operation of the Project.

1.3 **Property leased "as is".** Lessee makes use of the Property "as is" and, except as expressly provided in this Agreement, Lessor makes no further express or implied warranties as to the physical condition of the Property but subject to the City's obligations to construct or cause to be constructed the Public Improvements as defined in Part III of this Agreement (Development of the Property).

GROUND LEASE ARTICLE 2 **TERM**

2.1 **Commercial Expiration.** The term of this Ground Lease commences on the Effective Date, and ends on December 31, 2068, with one (1) thirty-year renewal option at the direction of the Lessee as provided in this Ground Lease unless terminated earlier as provided in this Ground Lease. Unless Lessee provides written notice of its election to not exercise this option to renew at least 365 days before expiration of the current term, Lessee is deemed to have automatically exercised this option.

GROUND LEASE ARTICLE 3
RENT

3.1 **Annual Rent.** Annual rent in the amount of Fifteen Thousand Dollars (\$15,000), ("Rent") shall be payable by Lessee to Lessor for the use and occupancy of the Property during the term of this Ground Lease, without offset or deduction except as provided hereafter.

3.2 **Abatement of Rent.** Lessor agrees to forego Rent, and no Rent shall be payable until the rent commencement date, which shall be the first day of the month following the date of issuance of an unconditional certificate of occupancy for the hotel by the City (the "Rent Commencement Date"). Beginning on the Rent Commencement Date and continuing on the first day of each calendar month thereafter, Lessee shall pay, without notice and free from all claims, deductions and setoffs against the City the Rent in equal monthly installments.

3.3 **Adjustments.** On each Adjustment Date, Base Rent (defined as the annual rent being paid during the last five year term) shall be increased by multiplying the Base Rent by the Adjustment Ratio. The "Adjustment Dates" are the 5th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, 45th, 50th and if applicable the 55th, 60th, 65th, 70th, 75th, and 80th anniversaries of the Rent Commencement Date. The "Adjustment Ratio" is seven and one-half percent (7.5%).

3.4 **Late Fees.** In the event that any payment required to be made by Lessee to City under the terms of this Lease is not received within five (5) days after the due date thereof, a late charge shall become immediately due and payable as an Additional Payment in an amount equal to two and one-half percent (2.5%) of the late payment; provided, however, that no late charge shall be assessed with respect to the first such late payment in any twelve consecutive month period.

3.5 **Default Interest Rate.** If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

3.6 **City Interest Superior.** City's interest in this Lease, as the same may be modified, amended or renewed, shall not be subordinate to:

3.6.1 Any mortgage now or hereafter placed upon Lessee's interest in this Lease, or

3.6.2 Any other liens or encumbrances hereafter affecting Lessee's interest in this Lease.

To the extent the terms of this article 3.6 conflict with the terms of article 20 of this part, article 20 shall apply.

3.7 **Lessee Obligations.** At any time prior to the Rent Commencement Date, Lessee may cancel this Agreement without penalty as a result of force majeure or unanticipated site conditions. Other than unanticipated site conditions or force majeure, Lessee may cancel this agreement on or before the Rent Commencement Date for any reason by paying a \$5,000.00 lease termination fee to Lessor and restoring the Property to be in substantial form to its state on the Effective Date. As used in this paragraph, "unanticipated site conditions" means conditions existing on the Property which, in Developer's sole discretion, make it unreasonably difficult to develop the Project. As used in this paragraph, "force majeure" means an event such as a fire, explosion or other casualty; earthquake, lightening, and other severe or unusual weather conditions for Prescott, Arizona or other acts of God; acts of public enemies, terrorism, riot, insurrection; governmental regulations of the sale of materials and supplies or the transportation thereof; unusual delays in transportation; strikes, lock outs or boycotts directly affecting the work of

construction; embargoes and shortages of material, energy, fuel or labor resulting directly from lack of market availability; governmental control or diversion, delays in approvals required for the Project; an inability or refusal of Lender (as defined in Part IV paragraph 1) and City to agree on their respective interests pursuant to a mortgage or deed of trust in the Ground Lease or the Improvements; concealed conditions in the soil; action or inaction of governmental or quasi-governmental authorities (including utility companies), including delays in performing any work on or about the Property that is a necessary precedent to construction of the Project, and other similar causes beyond Developer's reasonable control.

GROUND LEASE ARTICLE 4 **USE OF PREMISES**

4.1 **Use.** Unless Developer has exercised its option to purchase the Property, the Property shall be used solely and exclusively for the Project in accordance with the Development Plan.

4.2 **Other Terms of Use**

(a) Lessee may erect within the Property monument signage with respect to Lessee's operation of the hotel on the Property consistent with the City Land Development Code.

(b) Lessee may place signage on the Property in size and square footage as other similar size hotels operating in the City consistent with the City Land Development Code.

(c) Alternatively, Lessee may provide a Comprehensive Sign Package. Unless otherwise agreed by the parties, the Comprehensive Sign Package, may include at least (1) a freestanding monument sign of up to 50 square feet of sign area, (2) a building wall sign of at least 1.5 square feet of sign for each 1 linear foot of wall frontage along Montezuma, (3) a blade sign on the northeast corner of the building along Montezuma of at least 40 square feet, and (4) a sign on the porte-cochere or entrance of the hotel of at least 20 square feet.

4.3 **Waste.** Lessee shall not conduct or permit to be conducted any public or private nuisance on the Property or commit or permit to be committed any waste thereon. Lessee shall report to Lessor and appropriate law enforcement authorities any known or suspected trespass or waste committed on the Property.

4.4 **Conformity to Law.** Lessee shall not use or permit the Property to be used in any manner that is not in conformity with all applicable Federal, State, County and municipal laws, rules and regulations, unless Lessor determines and advises Lessee in writing otherwise.

4.5 **Quiet Enjoyment.** Lessee shall peaceably and quietly enjoy the Property during the term of this Ground Lease so long as Lessee is in compliance with all the provisions of this Ground Lease.

4.6 **Inspection.** Lessor, its duly authorized agents, employees and representatives shall have the right to enter upon and inspect the Property and all Improvements thereon at reasonable time, and in a reasonable manner.

4.7 **Surrender.** In the event this Ground Lease is not renewed or the Lessee has not exercised its option to purchase the Property as described in this Ground Lease, Lessee shall surrender peaceably the possession of the Property upon expiration of the term of this Ground Lease.

4.7.1 Temporary Use by Lessor for Purposes of Constructing Public Improvements. The Lessor is responsible to construct or cause to be constructed certain Public Improvements (as provided in this Agreement and more specifically set forth in Exhibit E attached hereto). In order to permit such construction, the Lessee hereby grants temporary use to Lessor of such portion of the Property as is necessary for the Public Improvements to be constructed, such temporary use to end upon completion of the Public Improvements. Any other temporary use of any portion of the Property shall be governed by other provisions of this Ground Lease.

4.7.2 Access. The Lessor shall not take any action which materially affects access to the Property.

GROUND LEASE ARTICLE 5 **RECORDS**

5.1 Record Keeping; Inspection. Lessee shall make and keep (i) for a term of five (5) years after creation of a record; or (ii) until the conclusion of any dispute concerning this Ground Lease, whichever is later, appropriate books and records concerning the operation of this Ground Lease, including but not limited to Federal and State tax statements, receipts and other records. Such records are confidential to Lessee unless required to be disclosed to any party pursuant to law.

GROUND LEASE ARTICLE 6 **CONSTRUCTION AND IMPROVEMENTS**

6.1 Definitions. "Improvements" means anything permanent in character which is the result of labor or capital expended by Lessee or his predecessors in interest in its reclamation or development, and which has enhanced the value of the Property and remains the property of Lessee. "Removable Improvements" means anything not permanent in character which is the result of labor or capital expended by Lessee or his predecessors in interest.

6.2 Prior Approval Required. Unless Lessee exercises its option to purchase, Lessee shall not place or construct or permit to be placed or constructed any Improvement or Removable Improvement on or to the Property, other than as approved for the Project.

6.3 Utilities; New Construction. Gas, electric, power, telephone, water, sewer, cable television and other utility or service lines of every nature shall be placed and kept underground unless Lessor grants prior written approval otherwise. Except the historic railroad bridge, all buildings and structures shall be of new construction and no buildings or structures shall be moved from any other location onto the Parcel without Lessor's prior written approval.

6.4 Encroachment Permits and Easements. Lessor agrees to issue to Lessee encroachment permits and easements over any portions of contiguous parcels to the Property owned by Lessor and which are beneficial for the Project and its use including for vehicular access, pedestrian access, architectural elements, overhead awnings/shading, valet parking stations, porte cocheres, subterranean foundations, lateral support systems, and outdoor dining. Any permits and easements granted pursuant to this section will run with the title to the Property.

GROUND LEASE ARTICLE 7 **REPAIRS AND MAINTENANCE**

7.1 Lessee's Obligations. Lessor shall be under no obligation to maintain, repair, rebuild or replace any Improvement on the Property. Lessee shall, subject to the provisions of Article 12 (Damage) and Article 15 (Eminent Domain) and at its own expense, keep and maintain the

Property in good order, condition and repair in conformity with all governmental requirements and if applicable, those of the insurance underwriting board or insurance inspection bureau having jurisdiction over the Property, unless Lessor determines and advises Lessee in writing that such conformity is not in the best interest of the Lessor.

GROUND LEASE ARTICLE 8 **MECHANICS' LIENS**

8.1 **Payment; Indemnity.** Unless Lessee exercises its option to purchase the Property, the Property is public property which is not subject to lien. Nevertheless, to the extent permitted by law, the following provisions apply. Lessee shall be responsible for payment of all costs and charges for any work done by or for it on the Property or in connection with Lessee's occupancy thereof, and Lessee shall keep the Property free and clear of all mechanics' liens and other liens and encumbrances resulting from work done for Lessee or persons claiming under it; provided, however, that Lessee may in good faith, and with reasonable diligence, contest or dispute any such lien claims in any appropriate forum so long as this Ground Lease or the Property are not actually in danger of levy or sale. Lessee expressly agrees to and shall indemnify and save Lessor harmless against liability, loss, damages, costs, attorney's fees and all other expenses on account of claims of lien or other encumbrances of laborers or material men or others for work performed or materials or supplies furnished to Lessee or persons claiming under it. Further, any contracts between Lessee or sublessees and any contractors and subcontractors shall expressly hold Lessor harmless against any liability arising from such contracts, as described above.

8.2 **Notice.** Should any such claims of lien or other encumbrances be filed against the Property or any action affecting the title to the Property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

GROUND LEASE ARTICLE 9 **UTILITIES**

9.1 **Lessee's Obligations.** Lessee shall be responsible for and shall hold Lessor harmless from any liability for all charges for water, gas, sewage, electricity, telephone and any other utility service for the Property.

9.2 **Maintenance of Utilities.** Lessee shall maintain on the Property and make available to the Parcel at all times after the issuance of the certificate of occupancy all the recited utilities in Section 9.1 above, other than telephone service.

GROUND LEASE ARTICLE 10 **TAXES AND ASSESSMENTS**

10.1 **Lessee's Obligations.** Once an unconditional certificate of occupancy has been issued, in addition to the rent set herein, Lessee shall timely pay and discharge, without deduction or abatement for any cause, all duties, taxes, charges, assessments, impositions and payments, extraordinary as well as ordinary, unforeseen as well as foreseen, of every kind and nature (under or by virtue of any current or subsequently enacted law, ordinance, regulation or order of any public or governmental authority) (collectively "taxes"), which during the term are due, imposed upon, charged against, measured by or become a lien on the Improvements. Lessee is not responsible for any taxes on the Improvements prior to issuance of an unconditional certificate of occupancy and is solely responsible for taxes on the Improvements, and not the Property, after an unconditional certificate of occupancy has been issued.

10.2 **Development Impact Fees.** Lessor shall not impose any new or increased development impact fees against this Project that were not otherwise in effect as of the Effective Date.

GROUND LEASE ARTICLE 11 **INSURANCE AND INDEMNITY**

11.1 **Indemnity.** Irrespective of any insurance carried by Lessor for the benefit of Lessor, Lessee, to the fullest extent allowed by law, hereby expressly agrees to indemnify, defend and hold Lessor harmless, or cause Lessor to be indemnified and held harmless, from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorney's fees and costs, which may be imposed upon or incurred by or asserted against Lessor by reason of the following: (i) any accident, injury or damage to any person or property occurring on the Property or any portion thereof; (ii) any use, nonuse or condition of the Property or any portion thereof; or (iii) any failure on the part of Lessee to perform or comply with any of the provisions of this Ground Lease; except that none of the foregoing shall apply to Lessor's intentional conduct or active negligence, whether by its employees or agents. In case any action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's request and at Lessee's expense, will resist and defend such action or proceeding, or cause the same to be resisted and defended either by counsel designated by Lessee or, where such occurrence is covered by liability insurance, by counsel designated by the insurer. Notwithstanding the above, Lessor does not waive any applicable statutory notice requirements and any applicable statute of limitations.

11.2 **Policies.** Lessee at its expense, shall after issuance of a construction permit for the hotel and at all times during the term, and any extension thereof, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in the State of Arizona, and each policy shall be written on an occurrence basis, which insure Lessee and Lessor against liability for injury to persons and property and death of any person or persons occurring in, on or about the Property, or arising out of Lessee's maintenance, use and occupancy thereof. Further, the policies shall provide that their coverage is primary over any other insurance coverage available to Lessor, its servants, agents and employees. All policies of insurance delivered to Lessor must contain a provision that the company writing the policy shall give to Lessor thirty (30) days notice in writing in advance of any cancellation or lapse, or the effective date of any reduction in the amounts of insurance.

11.3 **Coverage.** The insurance as described in Paragraph 11.2 (Policies) herein shall afford protection not less than \$1,000,000 per person, \$2,000,000 per event in combined single limits for bodily injury and property damage and each liability policy shall be written on an occurrence basis; provided, however, that the minimum amount of coverage for the above shall be adjusted upward on Lessor's reasonable request so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater. If at any time Lessee fails, neglects or refuses to cause such insurance to be provided and maintained, then Lessor may, at its election, procure or renew such insurance and any amounts paid therefor by Lessor shall be an additional amount due at the next rent day.

11.4 **Blanket Policy.** Notwithstanding anything to the contrary in this Article, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance maintained by Lessee, provided, however, that the

coverage afforded Lessor will not be reduced by reason of the use of such blanket policy of insurance.

11.5 Copies. Evidence of policies required by this Article shall be delivered to Lessor after issuance of a construction permit and prior to commencement of construction of the hotel as contemplated in Exhibit D. At Lessor's request, Lessee will provide copies of such policies. Lessee shall provide Lessor with a current certificate of insurance and appropriate endorsements and at Lessor's request provide proof of payment.

GROUND LEASE ARTICLE 12

DAMAGE

12.1 Lessee's Obligations. If the Property or any building or other Improvement located thereon are damaged or destroyed after the issuance of a certificate of occupancy, Lessee shall arrange at its expense for the repair, restoration and reconstruction of the Property substantially to its former condition existing prior to commencing construction of the Project or may repair, restore, or reconstruct the Property to its condition existing prior to the damage or destruction, but such damage or destruction shall not terminate this Ground Lease or relieve Lessee from its duties and liabilities hereunder except as provided in paragraph 3.8; provided that in the last year of the initial term or any renewal term, Lessee shall not be required to undertake any repairs, restoration or reconstruction. The parties expressly acknowledge that this provision does not apply in the event Lessee exercises its option to purchase the Property.

12.2 Insurance Proceeds. Insurance proceeds received by the Lessee shall first be used by the Lessee for the purpose of repair and rebuilding as provided in Section 12.1. Once the Property has been repaired, restored, or reconstructed in accordance with this Section 12.1, any further insurance proceeds are for the benefit of Lessee or Lessee's Lender.

GROUND LEASE ARTICLE 13

TRADE FIXTURES AND PERSONAL PROPERTY

13.1 Lessee's Property. Any trade fixtures, signs, store equipment, and other personal property installed in or on the Property or in or on the Project (whether or not physically attached to any structure) by Lessee or any sublessee shall remain its property subject to the provisions of this Ground Lease. Lessee shall have the right, provided it is not then in breach hereunder, at any time to remove any and all of the same, subject to the restrictions Section 22. 6 (Lessor's Lien).

GROUND LEASE ARTICLE 14

ASSIGNMENT, SUBLETTING AND ENCUMBRANCE

14.1 Prior Approval Required. Except any assignment to a lender which occurs pursuant to Article 20 of this Agreement, Lessee shall not assign this Ground Lease or any interest therein, nor shall Lessee sublease any portion or all of the Premises without obtaining Lessor's prior written approval as provided in Part III, Section 3 of this Agreement below. Except as provided in Article 20, in no event may this Ground Lease or any interest therein be assigned or sublet unless Lessee is in full compliance with this Ground Lease and the Agreement. Lessor may require additional rent in consideration for approval of any sublease only if the reasonably anticipated excise tax revenues generated at the Property and the tax revenues generated from the assignee's or sublessee's business are expected to be lower. Lessee shall not enter into a contract of sale, mortgage, lien or other encumbrance affecting this Ground Lease unless a copy is filed with Lessor.

14.2 Purpose. There shall be no assignment or sublease made except to an assignee or sublessee that will use the Property for the purpose(s) described herein.

14.3 Lessee Primarily Responsible. Notwithstanding any sublease, Lessee shall remain responsible to Lessor for the performance of the provisions of this Ground Lease. In the event of a full assignment, approved by Lessor which approval shall not be unreasonably withheld, Lessee shall no longer be responsible for the performance of any provisions of this Ground Lease.

14.4 Percentage Rent Due. Assignment shall not be approved unless all accrued Annual Rent has been paid as of the date of the application for assignment.

14.5 Entire Interest. The assignment of Lessee's entire interest in a portion of the Property shall not relieve Lessee of its responsibility to Lessor for the performance of the provisions of this Ground Lease as it relates to that portion of the Property not transferred by the assignment.

14.6 Certain Permitted Assignments. The Lessor grants permission to the Lessee to assign its interest in portions of the Property or to the Project to subsidiaries or affiliates of the Lessee who engage in activities ancillary to those undertaken at the Property, such as restaurants, bars, valet parking, etc. or if not subsidiaries or affiliates of the Lessee, with the written consent of the Lessor.

GROUND LEASE ARTICLE 15 **EMINENT DOMAIN**

15.1 Complete Taking. If at any time during the duration of this Ground Lease the whole of the Property is taken by acquisition in any manner through condemnation proceedings or otherwise, for any quasi-public or public purpose by any person, private or public corporation, or any governmental agency having authority to exercise the power of eminent domain or condemnation pursuant to any law, general, special or otherwise, this Ground Lease shall expire on the date when the Parcel is taken or acquired except as otherwise provided.

15.2 Partial Taking; Damages; Rent. In the event of a partial taking and if Lessee determines that it is in the best interest of the Lessee, the Ground Lease may continue in full force and effect for that portion of the Property not taken. If Lessee chooses to continue the lease, rent shall be abated as of the day of such taking in a percentage amount equal to the percent of the Property taken. Unless the Lessor is the entity taking a part of the Property, as against Lessor, Lessee and any sublessee shall not have a compensable right or interest in the real property being taken and shall have no compensable right or interest in severance damages against Lessor which may accrue to the remainder of the Property not taken. Nor shall Lessee or any sublessee have any compensable right or interest in the remaining term of this Leasehold or any renewal as against Lessor unless Lessor is the entity taking the part of the Property. Lessor shall be entitled to and shall receive any awards, including severance damage to remaining lands not part of the Property that may be made for any taking concerning the Property.

15.3 Lessee's Rights to Award. In the event of any taking, Lessee shall have the right to receive any and all awards or payments made for Lessee's interest in the Property created by this Agreement, any building, or any other improvements placed on the Property.

GROUND LEASE ARTICLE 16 **BANKRUPTCY AND INSOLVENCY**

16.1 Lessor's Rights. If (i) all or substantially all of Lessee's assets are placed in the hands of a receiver, and such receivership continues for a period of thirty (30) days; or (ii) should Lessee

make an assignment for the benefit of creditors; or (iii) should Lessee institute any proceedings under any present or future provisions of the Bankruptcy Code or under a similar law wherein Lessee seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization; or (iv) should any involuntary proceedings be filed against Lessee under such bankruptcy laws and not be dismissed or otherwise removed within ninety (90) days after its filing, then this Ground Lease shall not become an asset in any of such proceedings or assignment. In addition to all other rights and remedies of Lessor provided hereunder or by law, Lessor shall have the right to declare the term of this Ground Lease at an end and to re-enter the Property, take possession and remove all persons, and Lessee shall have no further claim on the Property under this Ground Lease.

GROUND LEASE ARTICLE 17 **LESSEE DEFAULTS AND LESSOR'S REMEDIES**

17.1.1 Conditions. All of the provisions of this Ground Lease are conditions. Breach of any one of these conditions by Lessee or any sublessee shall be sufficient grounds for cancellation of this Ground Lease by Lessor, subject to the other provisions of this Article.

17.2 Cancellation. If Lessee fails to keep any provision of this Ground Lease after notice and expiration of the cure period set forth in Section 17.3, Lessor may cancel this Ground Lease and declare Lessee's interest forfeited, Lessor shall be forever wholly absolved from liability for damages which might result to Lessee or any sublessee on account of this Ground Lease having been canceled or forfeited prior to the expiration of the full term, subject to the other provisions of this Article.

17.3 Breach. In the event of a breach of this Ground Lease by Lessee which remains uncured after thirty (30) days written notice by Lessor of failure to pay rent, taxes or other assessments, and forty-five (45) days from the receipt of the notice to cure any other default, to Lessee of the breach, (but provided however if the breach can be corrected, but cannot be corrected within the applicable period, it will not constitute a breach if corrective action is instituted by the Lessee within the applicable period and diligently pursued until corrected) Lessor may (i) enter and repossess the Property or any part thereof, expelling and removing therefrom all persons and property (either holding such property pursuant to Lessor's landlord's lien, or storing it at Lessee's risk and expense, or otherwise disposing thereof), as to which Lessor shall not be liable to Lessee or any sublessee for any claim for damage or loss which may thereby occur, and (ii) either (a) terminate this Ground Lease, holding Lessee liable for compensatory, but not consequential or punitive damages for its breach or (b) treat the Ground Lease as having been breached anticipatorily and the Property abandoned by Lessee. To the extent this paragraph is inconsistent with any provisions (including any separate agreement(s) between City, Lender, and/or Lessor (the "Lender Provisions") regarding Lender's right in the Property or the Improvements including Lender's right (but not the obligation) to assume the Ground Lease then the Lender Provisions apply.

17.4 Expense. Lessee shall pay to Lessor upon demand all costs, expenses and fees, including attorneys' fees which Lessor may incur in connection with the exercise of any remedies on account of or in connection with any breach by Lessee, plus interest on all amounts due from Lessee to Lessor at the rate set by the Arizona State Treasurer, according to law.

17.5 Remedies not Exclusive. The remedies herein granted to Lessor shall not be exclusive or mutually exclusive and Lessor shall have such other additional remedies against Lessee as may be permitted in law or in equity at any time; provided, however, Lessor shall not be relieved of any obligation imposed by law for mitigation of damages, nor shall Lessor recover any duplicative

damages, and Lessee shall be reimbursed by any subsequent Lessee or purchaser of the Property for any amount by which the value of Lessee's Improvements exceed Lessor's damages, notwithstanding any other provision in this Ground Lease to the contrary. Lessor expressly acknowledges that in the event of completion of the Project by Developer, and any subsequent breach by Developer of this Ground Lease which results in an abandonment of the Property, that Lessor is not entitled to any further damages of any kind against Developer.

17.6 **No Waiver.** No waiver of breach of any provision of this Ground Lease shall be construed as a waiver of succeeding breach of the same or other provisions.

17.7 **Form of Notice.** Any notice to Lessee and Lender pursuant to this provision must be sent both by email and by traceable carrier service (with next day delivery) such as FedEx, UPS, or USPS to each address provided in Part IV of this Agreement.

GROUND LEASE ARTICLE 18 **LESSOR DEFAULTS AND LESSEE'S REMEDIES**

18.1 **Conditions.** All of the provisions of this Ground Lease are conditions. Breach of any one of these conditions by Lessor shall be sufficient grounds for Lessee to seek to exercise remedies hereunder.

18.2 **Breach.** In the event of a breach of this Ground Lease by Lessor which is not curable or remains uncured after forty-five (45) days from the receipt of the notice to cure any curable default, to Lessor of the breach, (but provided however if the breach can be corrected, but cannot be corrected within the applicable period, it will not constitute a breach if corrective action is instituted by the Lessor within the applicable period and diligently pursued with the breach until corrected) Lessee may, (i) seek compensatory, but not consequential or punitive, damages arising out of such breach by Lessee or (ii) seek an award and/or order seeking specific performance by the Lessor of the Lessor's obligations under the Ground Lease.

18.3 **Expense.** Lessor shall pay to Lessee upon demand all costs, expenses and fees, including attorneys' fees which Lessee may incur in connection with the exercise of any remedies on account of or in connection with any breach by Lessor, plus interest on all amounts due from Lessor to Lessee at the rate set by the Arizona State Treasurer, according to law.

18.4 **Remedies not Exclusive.** The remedies herein granted to Lessee shall not be exclusive or mutually exclusive and Lessee shall have such other additional remedies against Lessor as may be permitted in law or in equity at any time; provided, however, Lessee shall not be relieved of any obligation imposed by law for mitigation of damages, nor shall Lessee recover any duplicative damages.

18.5 **No Waiver.** No waiver of breach of any provision of this Ground Lease shall be construed as a waiver of succeeding breach of the same or other provisions.

GROUND LEASE ARTICLE 19 **HOLDING OVER**

19.1 **Prohibition.** There shall not be any holding over by Lessee or any assignee or sublessee, upon the expiration or cancellation of this Ground Lease without Lessor's prior written consent. If there be any holding over by Lessee or any assignee or sublessee, the holding over shall give rise to a tenancy at the sufferance of Lessor upon the same terms and conditions as are provided for

herein with a rent for the holdover period commensurate with, but in no event less than, the previous year's rent.

19.2 **Renewal Application.** A notice to renew this Ground Lease, properly and timely filed, may give rise to a period of interim occupancy if the term of this Ground Lease expires prior to execution of a new lease or the denial of the application to renew. This provision does not apply to Lessee's first option to renew as provided in article 2.1.

GROUND LEASE ARTICLE 20 **ENCUMBRANCES**

20.1 **Rights.** Lessee, and its successors and assigns, shall have the unrestricted right to mortgage and pledge this Ground Lease in accordance with this Section. Nothing in this Ground Lease shall be construed to impose upon Lessor any obligation or liability with respect to the payment of any indebtedness to any holder of a mortgage/deed of trust or pledge of this Ground Lease. After entering into this Agreement, the Lender and the City may execute any agreements necessary to effectuate the terms provided herein. Lessee shall also have the unrestricted right to mortgage and pledge the Improvements.

20.2 **Term.** The term of any leasehold mortgage or deed of trust shall not be longer than the remaining lease term.

20.3 **Registration.** No holder of a mortgage/deed of trust on this Ground Lease shall have the rights or benefits provided by this Article nor shall the provisions of this Article be binding upon Lessor, unless and until the name and address of the holder of the mortgage/deed of trust is registered with Lessor.

20.4 **Of Record.** If Lessee, or Lessee's successors or assigns, shall mortgage this Ground Lease in compliance with provisions of this Article, then so long as any such mortgage/deed of trust of record remains unsatisfied, the following provisions shall apply:

20.4.1 Lessor, upon giving Lessee any notice of default, or any other notice under the provisions of or with respect to this Ground Lease, shall also give a copy of such notice to the registered holder of a mortgage/deed of trust on this Ground Lease. Lender may require a longer time than what is granted to Lessee to cure any default under this Ground Lease. If requested by Lender, the City shall provide for an extended time via separate agreement as long as such extended time is reasonable.

20.4.2 The Lender holding a mortgage or deed of trust on this Ground Lease, the Improvements or any other part of the Project or Property which may be subject to mortgage or a deed of trust by Lessee shall have the right, but not the obligation, to assume the rights and duties of Lessee under this Agreement in the event of a failure to cure a default by Lessee in accordance with the terms of this Agreement. The Lender may exercise this right by curing Lessee's default in accordance with any notice and option to cure periods as agreed by the Lender and the City. Lessor shall accept such performance by or at the instance of such holder as if the same had been made by Lessee. In the event that Lender assumes the rights and duties of Lessee under this Agreement, such assumption shall include, without limitation, Lessee's option to renew the ground lease and any option to purchase the Property as provided in this Agreement.

20.4.3 The Lender may require a Lessor Estoppel, Subordination, and Consent Agreement in substantial form to the document attached hereto as Exhibit G and as may be modified by

the parties after the Effective Date. If requested by Lender, the City, Lender and Lessee shall enter into such agreement.

- 20.4.4 In the event of a foreclosure by Lender pursuant to any deed of trust or mortgage interest and an assumption of this Agreement by Lender, any obligations accruing to Lender as a result of such foreclosure and assumption will terminate as soon as Lender's interest in the Property ends as a result of sale or assignment of the Lender's interest to a third-party.
- 20.4.5 Nothing herein contained shall preclude Lessor, subject to the provisions of this Article, from exercising any rights or remedies under this Ground Lease with respect to any other default by Lessee during the pendency of any foreclosure or trustee's sale proceedings.
- 20.4.6 No failure on the part of Lessor to give the required notice of default to the holder of a mortgage/deed of trust shall be deemed a waiver of Lessor's continuing right to give notice of the default.
- 20.4.8 Upon foreclosure of the mortgage or deed of trust, Lessor shall assign this Ground Lease to the holder of the mortgage or deed of trust if all taxes rent and assessment payments are current.
- 20.4.9 No agreement between Lessor and Lessee modifying, canceling or surrendering this Ground Lease shall be effective without the prior written consent of the registered mortgagees and lien holders.
- 20.4.10 No union of the interest of Lessor and Lessee shall result in a merger of this Ground Lease in the fee interest.

20.5 Applicability of Lender Provisions. To the extent any provisions of this article or any other provisions of this Agreement are inconsistent with any provisions (including any separate agreement(s) between City, Lender, and/or Lessor (the "Lender Provisions") regarding Lender's right in the Property or the Improvements including Lender's right (but not the obligation) to assume the Ground Lease then the Lender Provisions apply.

20.6 If a default is not cured within the applicable time period, Lessor may issue an order canceling the Ground Lease. If a cancellation order is issued, the order shall not become final until any foreclosure action by a mortgagee or other lien holder, registered with Lessor pursuant to this Article, is finally resolved, if the mortgagee or lien holder does both of the following:

20.6.1 Within thirty (30) days of the date of issuance of a cancellation order, files written notice with Lessor of its intent to proceed with a foreclosure action, and;

20.6.2 Within one hundred twenty (120) days of the date of issuance of a cancellation order, has commenced either a foreclosure action in court or a nonjudicial foreclosure of a deed of trust, and has provided Lessor with a certified copy of the complaint or other document that officially commences the foreclosure process, and thereafter prosecutes the foreclosure with reasonable diligence.

20.7 Casualty. A standard Mortgage Clause naming each leasehold mortgagee may be added to any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied in the manner that is not in derogation of Lessor's rights; except that the leasehold mortgage may provide a manner for the disposition of such proceeds, if

any, otherwise payable directly to Lessee (but not such proceeds, if any, payable jointly to Lessor and Lessee) pursuant to the provisions of this Ground Lease.

GROUND LEASE ARTICLE 21 **ENVIRONMENTAL MATTERS**

21.1 Definition of Regulated Substances and Environmental Laws. For purposes of this Ground Lease, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Ground Lease, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in Environmental Laws.

21.2 Compliance with Environmental Laws. Lessee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Property. Without limiting the foregoing, compliance includes that Lessee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Lessor within ten (10) business days of receipt of the same; (3) provide copies of all documentation required by Environmental Laws to Lessor within ten (10) business days of Lessee's submittal and/or receipt of the documentation; (4) during the term of the Ground Lease, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Property, including but not limited to environmental audits relating to the Property regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Property without prior written authorization from Lessor.

21.3 Audit. At any time, Lessor may request Lessee to provide an environmental audit of the Property performed by an Arizona registered professional engineer or an Arizona registered geologist. Lessor shall pay the entire cost of the audit.

21.4 Environmental Assessment. If the Lessor has a reasonable basis to believe there may be an event which could cause claims for damages (as described in Section 21.6), then at any such time, during the term of the Ground Lease, Lessor, at Lessor's sole cost and expense, may obtain one Phase I environmental assessment of the Property performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Lessor identifies any possible violation of Environmental Laws or the terms of this Ground Lease, Lessor may conduct additional environmental assessments as Lessor deems appropriate for the purpose of ensuring that the Property is in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Lessor, shall be obtained for the benefit of both Lessee and Lessor. A copy of the Phase I report shall be provided both to Lessee and Lessor. The Lessor may also request a Phase I environmental assessment at any time the Lessee requests permission to assign its interests in the Ground Lease.

21.5 Indemnity for Environmental Damage Occurring After Lessee's Occupancy. To the fullest extent allowed by law, Lessee shall defend, indemnify and hold Lessor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Lessor in any way relating to or arising out of any non-compliance with any Environmental Laws by Lessee, the existence or presence of any Regulated Substance, on, under, or from the Property occurring after Lessee occupies the Property, and any claims for damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Property by Lessee, its agents, contractors, or subcontractors, provided that Lessee shall have caused such claims for damages.

21.6 Indemnity for Environmental Damage Occurring Prior to Lessee's Occupancy. To the fullest extent allowed by law, Lessor shall defend, indemnify and hold Lessee harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Lessee in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Property occurring before Lessee occupies the Property, and any claims for damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Property by Lessor, its agents, contractors, or subcontractors, provided that Lessor shall have caused such claims for damages.

21.7 Scope of Indemnity. This indemnity shall include, without limitation, claims for damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnities. This indemnity shall survive the expiration or termination of this Ground Lease and/or transfer of all or any portion of the Property and shall be governed by the laws of the State of Arizona.

21.8 Participation in the Defense. In the event any action or claim is brought or asserted against the indemnified party which is or may be covered by this indemnity, the non-indemnified party shall fully participate, at that non-indemnified party's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. The indemnified party shall retain the right to make all final decisions concerning the defense. The non-indemnified party's obligations to participate in the defense under this Section shall survive the expiration or termination of the Ground Lease.

21.9 Restoration. Prior to the termination of the Ground Lease, Lessee shall restore the Property by removing any and all Regulated Substances caused by Lessee. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Lessee. If the Property or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance caused by Lessee or if the Property or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance caused by Lessee, Lessee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Property to the original condition existing on the date that Lessee first

occupied the Property, to the satisfaction of Lessor. In any event, any damage, destruction, or restoration by Lessee shall not relieve Lessee from its obligations and liabilities under this Ground Lease. Lessee's restoration obligations under this Section shall survive the expiration or the termination of the Ground Lease.

GROUND LEASE ARTICLE 22 **MISCELLANEOUS**

22.1 Reservation. This Ground Lease grants Lessee only those rights expressly granted herein and Lessor retains and reserves all other rights in the Premises.

22.2 Binding Effect. Each provision of this Ground Lease shall extend to, be binding on and inure to the benefit of not only Lessee but each of its respective heirs, administrators, executors, successors and assigns. When reference is made in this Ground Lease to either "Lessor" or "Lessee", the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of the parties. This Ground Lease shall be binding upon all subsequent owners of the Property, and of any interest or estate therein or lien or encumbrance thereon.

22.3 No Partnership. The relationship of the parties is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor does not in any way or for any purpose become a partner of Lessee or a joint venturer with Lessee in the conduct of Lessee's business or otherwise, and that the provisions of any agreement between Lessor and Lessee relating to rent are made solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

22.4 Quitclaim Upon Termination. After the expiration or termination of this Ground Lease, Lessee shall execute, acknowledge and deliver to Lessor within thirty (30) days after written demand from Lessor to Lessee, any document requested by Lessor quitclaiming any right, title or interest in the Leasehold to Lessor or other document required by any reputable title company to remove the cloud of this Ground Lease from the Property.

22.5 Titles. The titles to the Articles of this Ground Lease are not a part of this Ground Lease and shall have no effect upon the construction or interpretation of any part of the Ground Lease.

22.6 Lessor's Lien. Except as is necessary to secure a mortgage or deed of trust and to provide a right, but not an obligation to cure any default by Lessee by Lessee's lender(s), Lessee grants to Lessor a lien superior to all others in Lessee's interest in Improvements and valuable materials located on the Property. Lessor has the right to recover any rent arrearage and outstanding liabilities of Lessee from Lessee's interest in the Improvements or valuable materials.

22.7 Applicable Law. This Ground Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to the State and to the rights and obligations of Lessor and Lessees. No provision of this Ground Lease shall create any vested right in Lessee except as otherwise specifically provided in this Ground Lease.

PART III – DEVELOPMENT OF THE PROPERTY

1. **Scope of Project.** The Project shall consist of the construction and operation of an approximately seventy thousand square foot business-class hotel consisting of approximately 100 hotel rooms with a height of not more than fifty-five (55) feet measured from the finished floor

at the front door of the building to the highest architectural element of the building and meeting room and conference space included as part of the hotel, rehabilitation of historic landmarks and structures, park improvements/landscaping and revitalization of the Park Area, all as shown on the "Development Plan and Project Narrative" attached hereto as Exhibit C ("Development Plan"), in accordance with the development schedule attached hereto as Exhibit D ("Development Schedule") and the Public Improvements list attached hereto as Exhibit E. Except as provided in this Agreement, all costs and expenses, direct and indirect, associated with the construction and operation of the Project shall be the sole responsibility of Developer.

2. Development Rights. The City agrees that, for the term of this Agreement, Developer and successor owners of the Property shall have a right to undertake and complete the development and use of the Property in accordance with this Agreement, without being subject to subsequent amendment to the Zoning Ordinance of the City of Prescott (the "Zoning"). For purposes of this Agreement, the Development Plan and Zoning for the Property are deemed vested for the term of this Agreement. Nothing herein affects the vesting of the Development Plan and Zoning for the Property as a matter of common law following termination of this Agreement. During the term of this Agreement, unless mutually agreed by the City and Developer or its designated assignee, development of the Property shall be governed by the Land Development Code, Development Plan and the Zoning in effect at the time of approval of this Agreement.

3. Rezoning and Development Agreement Amendments. The City shall not initiate any changes or modifications to the Zoning for the Property, except at the request of Developer. The City shall not initiate any changes or modifications to the design review approval, once such approval is final, except at the request of Developer. Any such request by Developer for a change will be processed in the manner then set forth in the City's Land Development Code. The City agrees that the design review process pursuant to Section 9.8 of the City Land Development Code is administrative and will not require public hearings by the Planning & Zoning Commission or City Council.

4. Approval of Development Plan. The City acknowledges and agrees that the Development Plan is in substantial conformance with the Zoning and that the Property may be developed in substantial conformance with the Development Plan without amending the Zoning.

5. Project Development Timeline and Termination of Agreement. The parties agree that Developer's substantial conformance and compliance with the Development Schedule is a material consideration for the City to enter into the transaction contemplated by this Agreement. Therefore, should Developer substantially fail to comply with the deadlines as set forth on Exhibit D (Development Schedule), except as may be extended pursuant to paragraph 6 below regarding force majeure, the City may terminate this Agreement by following the procedures set forth in Part II, Article 17 above and Part IV, Section 2 below).

6. Force Majeure and Notice of Force Majeure Extension. The Development Schedule will be automatically extended in the event of a force majeure event by Developer providing written notice of a force majeure event to the City. Such notice shall include the date of commencement of the force majeure extension and the date of ending of the force majeure extension along with a total number of days to extend the Development Schedule. Such notice shall be provided within fifteen (15) days of the end of the force majeure event. As used in this paragraph, "force majeure" means an event such as a fire, explosion or other casualty; earthquake, lightening, and other severe or unusual weather conditions for Prescott, Arizona or other acts of God; acts of public enemies, terrorism, riot, insurrection; governmental regulations of the sale of materials and supplies or the transportation thereof; unusual delays in transportation; strikes, lock outs or boycotts directly affecting the work of construction; embargoes and shortages of material, energy,

fuel or labor resulting directly from lack of market availability; governmental control or diversion, delays in approvals required for the Project; an inability or refusal of Lender and City to agree on their respective interests pursuant to a mortgage or deed of trust in the Ground Lease or the Improvements; concealed conditions in the soil; action or inaction of governmental or quasi-governmental authorities (including utility companies), including delays in performing any work on or about the Property that is a necessary precedent to construction of any portion of the Project, unanticipated site conditions making it unreasonably difficult to commence any portion of the Project, and other similar causes beyond Developer's reasonable control.

7. **City Obligations.** The City shall use reasonable efforts to expedite all city review times for building plan review.

8. **Design Considerations.** Developer will use its best efforts to implement local design concepts into the project by incorporating historic elements from the Sam Hill Warehouse, the historic railroad bridge, and Whiskey Row into the exterior and interior design of the hotel. Such elements may include sliding barn doors, brick detailing, and steel detailing consistent with the railroad bridge. Developer will use its best efforts to incorporate local elements into the Project signage including any naming of hotel amenities such as conference and dining space.

9. **Construction of Public Improvements.** The Project consists of certain public landscape hardscape, utilities, drainage, historical landmark refurbishments, park revitalization, and infrastructure improvements (each a "Public Improvement" or collectively the "Public Improvements") as provided in Exhibit E which improvements are located on or in the Property or on or in the Park Area. Exhibit E provides for a description of the Public Improvements, the party responsible for construction of each Public Improvement, notice and time requirements for starting construction of each Public Improvement, and, if Developer is responsible for construction, then the percentage of the cost the City is responsible for with respect to that Public Improvement and the method of payment from the City for the Public Improvement. The Public Improvements must be completed pursuant to plans and specifications approved by the City and all applicable provisions of the Prescott City Charter, Prescott City Code and applicable regulations. The Responsible Party, as provided in Exhibit E, shall secure any necessary construction easements, licenses or permits required in connection with the construction of any Public Improvement. After their installation, the Developer will maintain all such Public Improvements on the Property except any improvements related to utilities. The City shall maintain the Park Area consistent with the design intent of plans approved by City staff and a Class "A" development. Prior to exercising any option to purchase, Developer may reduce rental payments each month by the amount Developer expends in maintaining the Park Area consistent with the design intent of the approved Park Area plans and a Class "A" development to the extent such maintenance is not provided by the City.

10. **Payment for Public Improvements; Indemnification.** Unless otherwise provided in Exhibit E, the City agrees to pay within fourteen (14) days of receipt of invoice from Developer the actual costs of Public Improvements or any portion thereof constructed, or caused to be constructed, by Developer as provided in Exhibit E. After the Effective Date, Developer may request a payment bond be issued by the City to secure payment by the City for the Public Improvements or any portion thereof and that such payment bond be consistent with A.R.S. § 34-222 and 34-223. If requested by Developer, the City shall provide such payment bond and notice thereof to Developer within fifteen (15) days of Developer's request. The City expressly agrees to and shall indemnify and save Developer harmless against liability, loss, damages, costs, attorney's fees and all other expenses on account of claims of lien or other encumbrances or claims of failure to pay made by laborers or material men or others for work performed or materials or supplies

furnished for the Public Improvements to the City. Further, any contracts regarding Public Improvements between the City and any contractors and subcontractors shall expressly hold Developer harmless against any liability arising from such contracts.

11. **Option to Purchase.** In consideration of the covenants herein contained, the City grants to Developer the exclusive option to purchase the Property not earlier than five (5) years after the Rent Commencement Date and no later than the end of the first lease term (December 31, 2068), as set forth in the Ground Lease, by giving the City written notice of its exercise of the option to purchase (the "Option"). If Developer exercises the Option, the City and Developer (or an entity affiliated with Developer) promptly shall enter into an agreement consistent with the following terms.

(a) The City will agree to sell, and Developer will agree to purchase, the Property for a total purchase price of Three Hundred Thousand Dollars (\$300,000) (the "Purchase Price"). The Purchase Price shall be payable as follows:

(i) Concurrent to execution of a purchase and sale agreement, Developer will pay to the City an earnest money deposit of Fifty Thousand Dollars (\$50,000) by Developer's check made payable to the City (the "Earnest Money Deposit"). The City shall acknowledge that it has received the Earnest Money Deposit. The Earnest Money Deposit shall be applied against the Purchase Price at the Close of Escrow. The Earnest Money Deposit will be nonrefundable to Developer, except in the event of the City's default or as otherwise provided in the purchase and sale agreement.

(ii) The balance of the Purchase Price shall be deposited in immediately available funds by Developer with an agreed upon escrow agent, on or before the close of escrow.

(iii) Upon the Close of Escrow, the escrow agent shall pay the Purchase Price to the City, less any funds required to take into account the prorations and other adjustments required by the purchase and sale agreement.

(iv) Upon the Close of Escrow, the City shall execute and/or deliver to Developer (a) a special warranty deed conveying all of the City's right, title and interest in and to the Property to Developer, free and clear of all encumbrances except any encumbrances permitted by Developer, and (b) any other documents as may be reasonably required by the title company in order to record the special warranty deed and issue a title insurance policy approved by Developer.

12. **End of Ground Lease.** Upon exercising the Option in accordance with paragraph 11 and completion of the transaction contemplated herein, any and all provisions of this Agreement under Part II (Ground Lease) shall end and no longer have any force or effect with respect to either party. Developer may request and the City may cause to be executed any documents necessary to provide notice to any third parties that the Ground Lease has ended and is no longer in effect.

13. **Compliance with Law.** City represents that the Option fully complies with law, no further council approval is required after entering into this Agreement or to execute any documents needed to complete the transaction contemplated by the Option, and is not subject to referendum once the referendum period, if any, has ended.

14. **Easement for Conference Space.** In the event Developer incorporates any other building near the Property for conference or meeting space which would be accessed by pedestrian or vehicular access across City property from the Property, the City will provide an easement to Developer for such pedestrian or vehicular access which may be recorded against the City property. However, such easement shall be limited to parcels 800-11-031A, 113-14-063B, and the portion of parcel 113-13-037H to the west of Granite Street. The signing and recording of such easement may be undertaken by staff with no further action needed by City council. The Developer may landscape and provide other improvements on these parcels consistent with pedestrian use.

15. **Parking.** Prior to commencing construction Developer will acquire private property adjacent to the Property to facilitate the site plan. Upon such acquisition, the Developer agrees to use its reasonable efforts to enter into shared parking agreements with the City for public parking on the adjacent property in order to maximize public parking opportunities for the Park Area and other uses.

PART IV – GENERAL TERMS AND CONDITIONS

1. **Notices.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or upon confirmed facsimile transmission, as of the second business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system, addressed as follows:

IF TO THE CITY: City Manager
City of Prescott
201 South Cortez Street
Prescott, Arizona 86303
michael.lamar@prescott-az.gov

WITH A COPY TO: City Attorney
City of Prescott
221 South Cortez Street
Prescott, Arizona 86303
jon.paladini@prescott-az.gov

IF TO DEVELOPER:

WSH Hospitality, LLC
Attn: Steven Shumway
1501 E. Woolford Rd.
Show Low, Arizona 85901
steveshumway@wbicompany.com

WITH A COPY TO: WSH Hospitality, LLC
Attn: Shane Shumway
1501 E. Woolford Rd.
Show Low, Arizona 85901

IF TO LENDER ("Lender"): (to be added once Lender is finalized after Effective Date)

The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above provided.

2. **Defaults and Remedies.** In the event a default should occur under any of the obligations of the City or Developer as provided in this Agreement, each party shall be entitled to exercise such rights or remedies as may be available pursuant to the terms of such document, at law or in equity, including without limitation specific performance, except as such document may specifically limit such remedies. Notwithstanding the foregoing, each party waives any claim such party may have for incidental or consequential damages arising out of a failure of performance of the other party under this Agreement.

3. **Waiver of Right to Trial By Jury.** The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, whether the Ground Lease or Development Agreement, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit any such litigation to the Court (bench trial) and that the parties agree that this Agreement shall be deemed to have been created in Yavapai County, Arizona, and to be subject to the jurisdiction of the Yavapai County Superior Court, and that any claims to alternative jurisdiction based on diversity of citizenship, corporate location, etc. are waived by the Parties pursuant to this Agreement.

4. **Assignment or Changes in Ownership, Management and Control of Developer.** Developer represents and agrees that its undertakings pursuant to this Agreement are, and will be, for the purpose of development of the Project on the Property and not for speculation in landholding. Developer further recognizes that the qualifications of its principals are of particular concern to the City and that it is because of such qualifications and identity that the City is entering into this Agreement. In recognition of Developer's expertise and experience in hotel development, Developer may not assign its rights under this Agreement to develop the Property without the prior consent of the City, which consent may be withheld in the City's sole and absolute discretion. Notwithstanding City consent or assignment requiring no consent, any such assignment shall not relieve Developer of any obligations.

5. **Assignment by the City.** The City may not assign its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may be withheld in the Developer's sole and absolute discretion.

6. **Institution of Legal Actions; Governing Law.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Yavapai, State of Arizona. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

7. **Acceptance of Legal Process.** If any legal action is commenced by Developer against the City, service of process on the City will be made by personal service upon the City Clerk of the City of Prescott, or in such other manner as may be provided by law. If any legal action is commenced by the City against Developer, service of process will be made by personal service or in such other manner as may be provided by law, whether made within or without the State of Arizona.

8. **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.

9. **Conflict of Interests.** No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

10. **Cancellation.** Pursuant to A.R.S. § 38-511 this Agreement may be canceled within three years after its execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

11. **Warranty Against Payment of Consideration for Agreement.** Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys and any licensed real estate broker retained by Developer.

12. **Nonliability of Officials, Partners and Employees.** No member, official or employee of the City will be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement. No agent, employee, officer, member, or shareholder of Developer will be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or successor, or on any obligation under the terms of this agreement.

13. **No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nothing herein shall constitute a waiver of the City's police powers or amount to an unlawful delegation of governmental authority by the City.

14. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact.

15. **Captions.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

16. **Entire Agreement Waivers and Amendments.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including twenty-seven (27) pages of text and the below-listed exhibits that are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A - Legal Description of Property

Exhibit B - Preliminary Site Plan of Property

Exhibit C - Development Plan and Project Narrative

Exhibit D - Development Schedule

Exhibit E - Public Improvements

Exhibit F - Permitted Encumbrances

Exhibit G - Example Lessor Estoppel, Subordination, and Consent Agreement

Exhibit H - Description and Aerial Map of Park Area

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement may be amended solely in writing signed by the parties. Developer and the City may amend this Agreement with City staff approval if such approval is based on City staff authority under any applicable law, the City Charter, or other City governing document. City staff is authorized to undertake any action which action is necessary to give effect to the terms of this Agreement.

17. **No Agency Created.** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Developer. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

18. **Governing Statutes.** References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

19. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

20. **Developer's Authority.** Developer warrants and represents that it is a duly organized and validly existing limited liability company formed under the laws of the State of Arizona and authorized to transact business in the State of Arizona. The entry by Developer into the transaction contemplated by this Agreement and the performance by Developer of all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of Developer's Operating Agreement, Articles of Incorporation, Articles of Organization, or Bylaws, as the case may be. This Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered by Developer and constitute the legal, valid and binding obligations of Developer.

21. **Indemnity.** Each of the parties shall indemnify, protect, defend and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) arising from any breach by such party of any of the representations and warranties contained herein.

22. **Waiver of Attorneys' Fees.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, whether the Ground Lease or the Development Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to A.R.S. §12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.

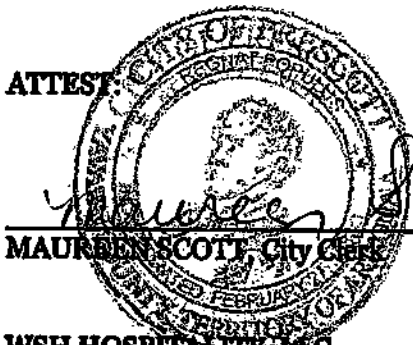
23. **Lender Information.** The Lender or contact information for Lender may be added or substituted after the Effective Date by Developer providing written notice to City of the addition or substitution.

24. **Binding Agreement.** Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

25. **Covenants Running With the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Owner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

IN WITNESS WHEREOF, the parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

ATTEST:



MAUREEN SCOTT, City Clerk

GREG A. MENGARELLI, Mayor
APPROVED AS TO FORM:

JON M. PALADINI, City Attorney

WSH HOSPITALITY, LLC,
an Arizona limited liability company,

By:

Steven D. Shumway

Its:

Managing Member

STATE OF ARIZONA

)
) ss.
)

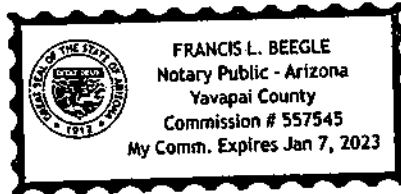
County of Yavapai

This instrument was acknowledged before me this 30 day of January, ²⁰¹⁹~~2018~~ by Greg R. Mengarelli, Mayor of the CITY OF Prescott, an Arizona municipal corporation, on behalf of the municipal corporation.

Francis L. Beegle
Notary Public

My Commission Expires:

Jan 7, 2023



STATE OF ARIZONA

)
) ss.
)

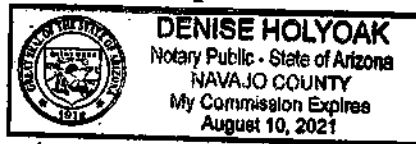
County of Navajo

²⁰¹⁹~~2018~~ This instrument was acknowledged before me this 20 day of January, 2019 by Steven D. Shumway of WSH HOSPITALITY, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Denise Holyoak
Notary Public

My Commission Expires:

Aug. 10, 2021



LIST OF EXHIBITS

Exhibit A - Legal Description of Property

Exhibit B - Preliminary Site Plan of Property

Exhibit C - Development Plan and Project Narrative

Exhibit D - Development Schedule

Exhibit E - Public Improvements

Exhibit F - Permitted Encumbrances

Exhibit G - Example Lessor Estoppel, Subordination, and Consent Agreement

Exhibit H - Description and Aerial Map of Park Area

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

October 22, 2018

**LEGAL DESCRIPTION FOR
PRESCOTT HILTON GARDEN INN
HOTEL PARCEL**

That portion of Block 1 of the City of Prescott Original Townsite, as recorded in Book 4 of Maps and Plats, Page 22, Records of Yavapai County, Arizona, and G.L.O. Lots 2 and 7 of Section 33, Township 14 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in hand hole marking the intersection of Montezuma Street and Willis Street, as depicted on said City of Prescott Original Townsite, from which the metal shaft in hand hole marking the intersection of Montezuma Street and Sheldon Street, as depicted on the Final Plat for Prescott Depot Marketplace, as recorded in Book 28 of Maps and Plats, Page 58, Records of Yavapai County, Arizona, bears North $01^{\circ}07'34''$ East, a distance of 466.82 feet;

Thence North $01^{\circ}07'34''$ East, along the monument line of said Montezuma Street, a distance of 399.77 feet to the Easterly prolongation of the South line of Lot 2 of said Block 1;

Thence North $88^{\circ}33'59''$ West, along said Easterly prolongation, a distance of 48.62 feet to the Southeast Corner of said Lot 2, being the True Point of Beginning;

Thence North $88^{\circ}33'59''$ West, along the South line of said Lot 2 and the westerly prolongation thereof, a distance of 180.97 feet to the a point on the East line of Lot 4;

Thence North $01^{\circ}06'17''$ East, along the East line of Lot 4 of said Block 1, a distance of 149.97 feet to the Northeast Corner of said Lot 4;

Thence North $88^{\circ}32'59''$ West, along the North line and its Westerly prolongation of said Block 1, a distance of 196.54 feet to the monument line of Granite Street as depicted on said City of Prescott Original Townsite;

Thence North $88^{\circ}37'52''$ West, along the Easterly prolongation of the North line of Lot 1 of Block A of said City of Prescott Original Townsite, a distance of 40.00 feet to the Northeast Corner of said Lot 1 of Block A;

Thence North $00^{\circ}53'09''$ East, along the Northerly prolongation of the East line of said Lot 1 of Block A, a distance of 66.00 feet to a point on the Northerly line of the former A.T. & S.F. Railroad right-of-way, as depicted in Book 7 of Land Surveys, Pages 21 through 29, Records of Yavapai County, Arizona;

Thence South $88^{\circ}37'52''$ East, along said Northerly line, a distance of 40.04 feet;

Thence South $88^{\circ}32'59''$ East, continuing along said Northerly line, a distance of 40.28 feet;

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Page 1 of 2

Legal Description for
Prescott Hilton Garden Inn
Hotel Parcel
October 22, 2018

Thence North 46°26'05" East, departing said Northerly line, a distance of 140.21 feet;

Thence South 88°33'46" East, a distance of 241.10 feet to a point on a line which is parallel with and 50.00 feet Westerly, as measured at right angles, from the monument line of Montezuma Street as depicted on said Final Plat for Prescott Depot Marketplace, said point being on a 1,960.00 foot radius non-tangent curve, whose center bears South 84°55'52" East;

Thence Southerly, along said parallel line and along said curve, through a central angle of 03°56'34", a distance of 134.88 feet;

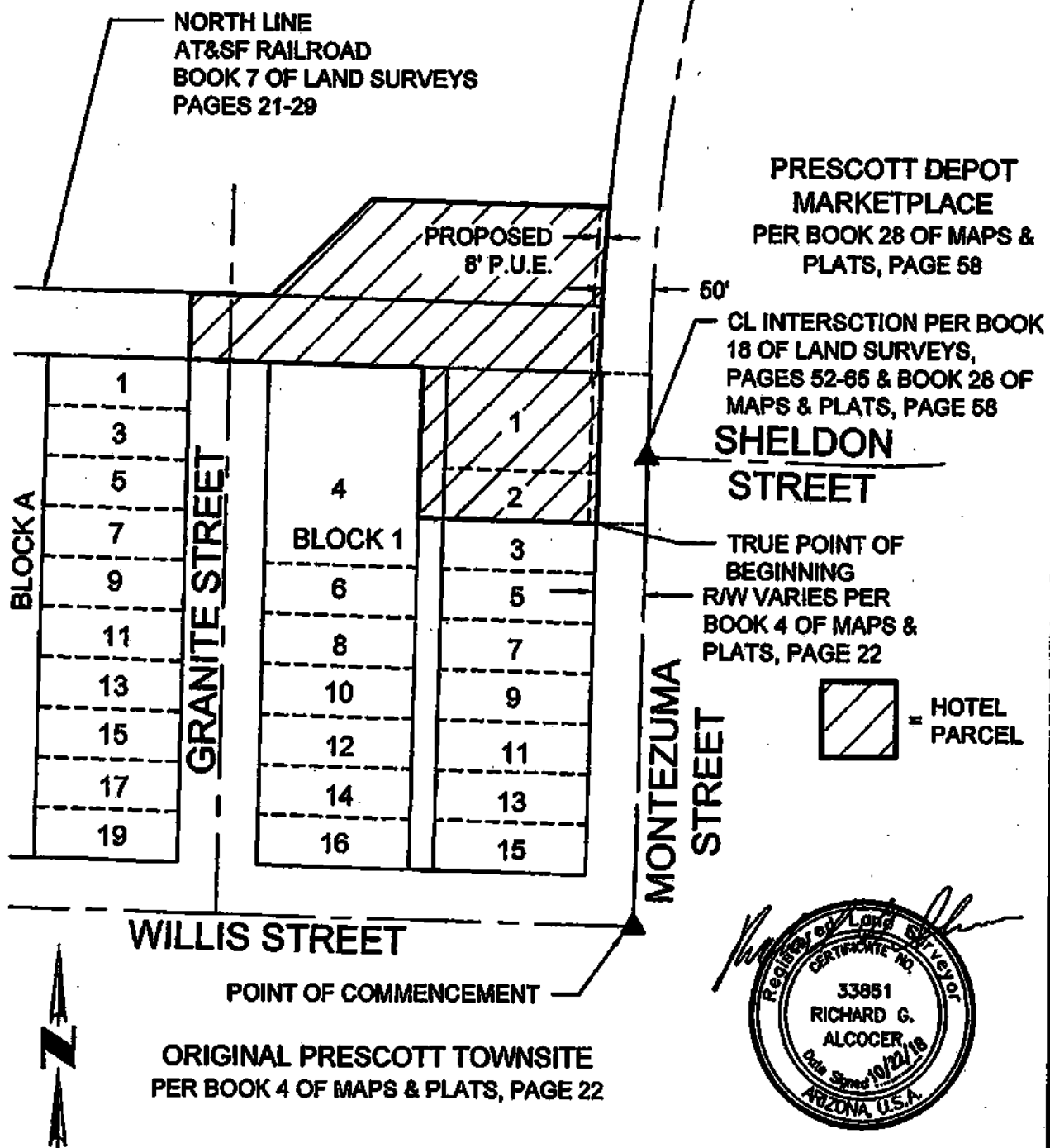
Thence South 01°07'34" West, along said parallel line, a distance of 30.43 feet to a point on the North line of Lot 1 of Block 1 of said City of Prescott Original Townsite;

Thence South 88°32'59" East, along said North line, a distance of 1.90 feet to the Northeast Corner of said Lot 1;

Thence South 01°19'25" West, along the East lines of Lots 1 and 2 of Block 1 of said City of Prescott Original Townsite, a distance of 149.91 feet to the True Point of Beginning.

Containing 83,262 Square Feet or 1.911 Acres, more or less.





SCALE 1" = 150'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

PRESCOTT HILTON GARDEN INN

HOTEL PARCEL



1 OF 1

EXHIBIT B
PRELIMINARY SITE PLAN OF THE PROPERTY

The site plan included herein is consistent with the design intent of the project including any requirements necessary for parking, ingress and egress, and traffic considerations.

**Hilton Garden Inn -
Prescott**

[illegible]

THE PLAN

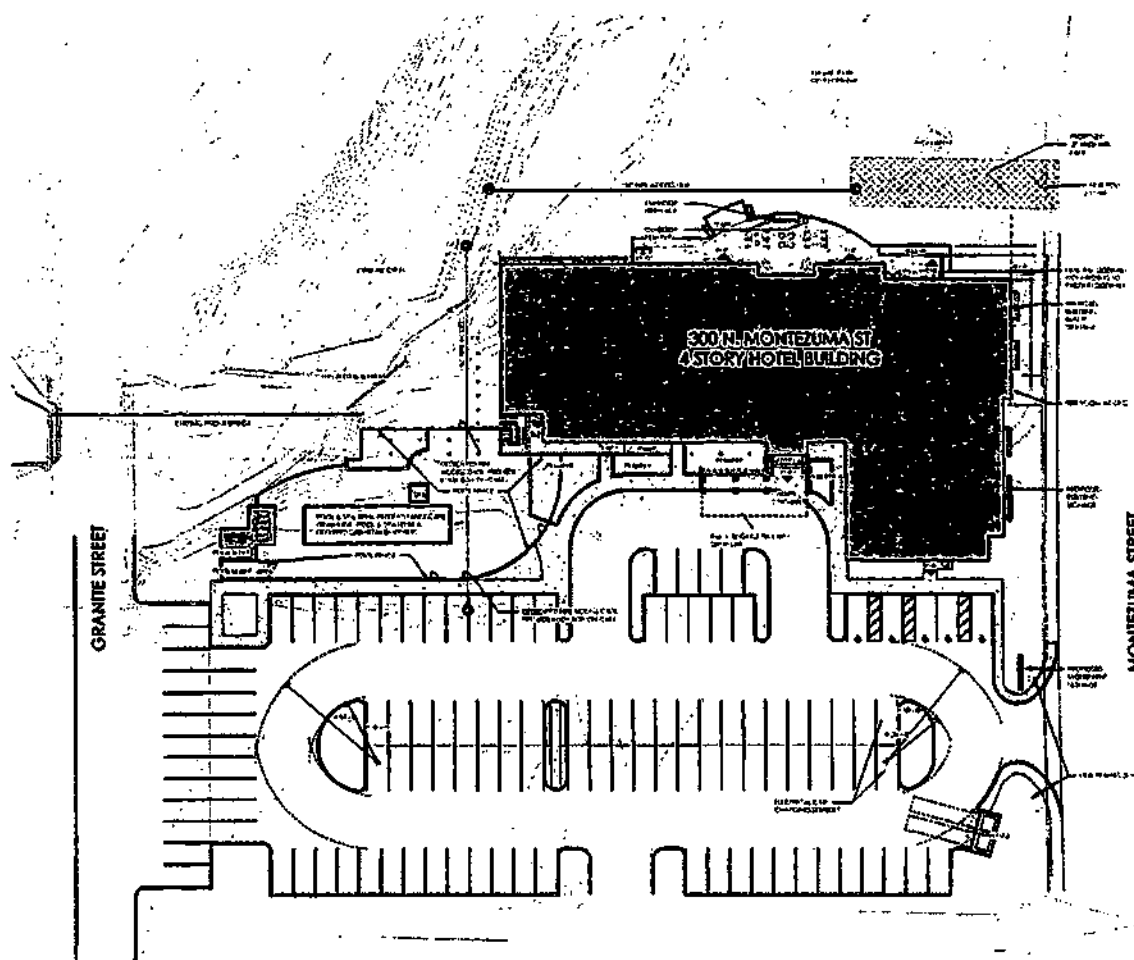
Approved: _____
Special Agent in Charge

Station	Latitude	Longitude
---------	----------	-----------

ANALYTICAL SITE PLAN - OVERALL

Category	Value
Days - 1000000	1000000
Days - 100000	100000
Days - 10000	10000
Days - 1000	1000

A-1100



3 Life Plan
4th year

EXHIBIT C
DEVELOPMENT PLAN AND PROJECT NARRATIVE

The development shall consist of construction of an approximately 70,000 square foot business-class hotel consisting of approximately 100 hotel rooms with a height of not more than fifty-five (55) feet measured from the finished floor at the front door of the building to the highest architectural element of the building and meeting room and conference space included as part of the hotel. The hotel may connect and integrate the historic railroad bridge as part of the Project and the Developer and City will coordinate efforts to make improvements to the Park Area and other Public Improvements as provided in Exhibit E. Development of plans and construction shall proceed in substantial compliance with the development schedule as provided in Exhibit D and as may be extended in accordance with the Agreement. It is anticipated that the hotel will have similar architectural features as depicted on the preliminary elevation provided with this Exhibit C.

EXHIBIT D
DEVELOPMENT SCHEDULE

<u>Item</u>	<u>Schedule</u>
Architectural, Engineering, and Landscaping Plan Development	Expected plan development time of approximately 180 days from the Effective Date.
Permit Review and Approval of Architectural, Engineering, and Landscaping Plans by the City	City approval of plans within thirty (30) days from the date of receipt of the plans.
Commencement of Construction	Within approximately ninety (90) days of plan approval by the City.
Issuance of Certificate of Occupancy	Approximately fifteen months after commencement of construction but certificate of occupancy to be issued sooner if Developer is ready for such certificate of occupancy at a sooner date.
Public Improvements	Public Improvements expected to be completed in accordance with <u>Exhibit E</u> of this Agreement.

EXHIBIT E
PUBLIC IMPROVEMENTS

The responsible party ("Responsible Party" or "Responsible Party for Construction") shall constructor cause to be constructed the following Public Improvement(s) for the Project. If Developer is the Responsible Party, the City will pay Developer (or Developer's designated contractor or agent) within fourteen days of receipt of invoice for any work related to construction by Developer of the Public Improvement up to the City's percentage of responsibility for the cost of such Public Improvement. If City is the Responsible Party then any costs for such Public Improvements shall be at the sole cost and expense of City as provided in this Exhibit E. In the event the City is a Responsible Party and is either unable or unwilling to timely perform the required work then Developer may, at Developer's sole discretion undertake such portion of the work and deduct such amounts from any amount due, or which may become due for Rent pursuant to this Agreement or be reimbursed by the City for any amounts expended by Developer.

<u>Description</u>	Modification to, or installation of traffic lights, traffic signals, and restriping of vehicular or pedestrian traffic lanes necessary for the Project.
<u>Responsible Party for Construction</u>	The City
<u>Payment between Parties</u>	None. Undertaken at sole cost and expense of City.
<u>Time of Construction</u>	Construction to commence within sixty (60) days of receipt of written notification from Developer and to be completed within thirty days of commencement of construction.
<u>Payment Method</u>	Not Applicable.
<u>Party providing plans for City staff design review.</u>	The City shall provide plans within thirty days of the staff-reviewed and approved hotel site plan.
<u>Other</u>	The Parties agree that no traffic impact analysis is required.

<u>Description</u>	Landscaping of the Park Area consistent with plans to be approved by the City and including, without limitation, all site grading, import and/or export of materials, water features (if any), screening berms or walls, softscapes, hardscapes, sidewalks, and retention ponds.
<u>Responsible Party for Construction.</u>	The Developer.
<u>Payment between Parties.</u>	This work is done at the sole cost and expense of City. The City shall pay within fourteen days of receipt of invoice from the Developer the costs associated with the Park Area as such work progresses consistent with approved plans. In the event a splash pad is included as part of the approved landscaping plans, Developer agrees to cover fifty-percent of the cost of the splash-pad. The City is responsible to obtain any licenses needed for a splash pad and ongoing maintenance of the same.
<u>Time of Construction</u>	The Developer shall undertake construction within a reasonable time and complete construction on or before issuance of a certificate of occupancy for the hotel unless any delay in constructing the Park Area is due to force

	majeure (as defined in Article 3.7 herein) and then such certificate of occupancy may be issued prior to completion of the Park Area.
<u>Payment Method</u>	Check issued to Developer or Developer's designated party as provided in the invoice to City.
<u>Party providing plans for City staff design review.</u>	Developer will pay for and submit a preliminary landscaping plan for review and approval by the City. Other than payment for these plans, all other costs associated with landscaping the Park Area are at the sole cost and expense of City. Developer will submit plans and proposed costs to the City electronically to michael.lamar@prescott-az.gov and joe.baynes@prescott-az.gov for City review and approval within thirty days of receipt of the same. Upon commencing construction, the City will designate a party to review change orders and either approve or deny the change order in a cost-effective manner for the City.
<u>Other</u>	The City is responsible for the costs of irrigating and maintaining the Park area consistent with the design intent of the approved plans and a Class "A" development. No water demand analysis is required for the Project and the Project is not subject to further review and approval for a water management policy.

Description	Screening berms, fences, or walls in the Property.
Responsible Party for Construction	The Developer.
Payment between Parties	None. Undertaken at the sole cost and expense of Developer.
Time of Construction	After commencement of construction of the Project.
Reimbursement Method	Not applicable.
Party providing plans for City staff design review.	The Developer.
Other	The Developer may construct screening berms, fences, or walls up to ten (10) feet above grade on the Property.

Description	Redesign and reconstruction of sewer utilities in the Property and the Park Area and stub out to the hotel building.
Responsible Party for Construction	The City.
Payment between Parties.	None. Undertaken at the sole cost and expense of the City.
Time of Construction	Upon the Effective Date of this Agreement the City will commence design and finish design within ninety days of the Effective Date. The City will complete the reconstruction of sewer utilities within thirty (30) days of the Developer providing written notice to City to commence construction.

Reimbursement Method	Not applicable.
Party providing plans for City staff design review.	The City will engage a design build contractor to provide plans consistent with the Project.
Other	

Description	Refurbishment of the historic railroad bridge connected to the Sam Hill Warehouse and to be connected to the hotel.
Responsible Party for Construction	The Developer.
Payment between Parties.	The Developer is responsible for sixty-seven percent (67%) of the cost. The City shall pay Developer within fourteen days of receipt of invoice from the Developer the remaining thirty-three percent (33%).
Time of Construction	After commencement of construction of the Project.
Reimbursement Method	By check from the City to Developer within fourteen (14) days of receipt of invoice.
Party providing plans for City staff design review.	Plans shall be obtained by Developer and approved by the City prior to commencing construction.
Other	Prior to commencing construction, the Developer will provide City with notice of the cost. The City will be entitled to six events per year on the railroad bridge with 60 days' notice at no cost to the City for use of the bridge. Costs for catering (food service, etc.) by hotel will be at City's expense. At Developer's expense, Developer will use a reasonable design to connect the bridge to the hotel. In the event conferences or other events are not schedule or occurring at the hotel on the bridge, the historic railroad bridge will remain open to public access.

Description	Sidewalks in or adjacent to the Property if any.
Responsible Party for Construction	The Developer.
Payment between Parties	None. Undertaken at the sole cost and expense of Developer.
Time of Construction	After commencement of construction of the Project.
Reimbursement Method	Not applicable.
Party providing plans for City staff design review.	Plans shall be obtained by Developer and approved by the City prior to commencing construction.
Other	

Description	Storm water management including infrastructure to discharge water from the Property into the public storm system.
Responsible Party for Construction	The Developer.
Estimate	None. Undertaken at the sole cost and expense of Developer.
Time of Construction	After commencement of construction.
Reimbursement Method	Not applicable.
Party providing plans for City staff design review.	The Developer.
Other	The parties agree that there is no retention or detention requirements the Property.

Description	Fire hydrants to service the Property
Responsible Party for Construction	The Developer.
Payment between Parties	None. Undertaken at the sole cost and expense of Developer.
Time of Construction	After commencement of construction of the Project.
Reimbursement Method	Not applicable.
Party providing plans for City staff design review.	The Developer.
Other	The Parties agree to work together to ensure that the north side of the hotel is adjacent to landscaping and not improvements such as a drive aisle.

Description	Refurbishment and improvements to City property to the south of the Sam Hill Warehouse currently designated as parcels 113-14-063B and 800-11-031A.
Responsible Party for Construction	The Developer.
Estimate	Undertaken at the sole cost and expense of Developer.
Time of Construction	After commencement of construction.
Reimbursement Method	Not applicable.
Party providing plans for City staff design review.	The Developer.
Other	The Developer agrees to make improvements to the above mentioned parcels including landscaping and pavers in order to facilitate pedestrian

	access and improve public landscaping in the event adjacent conference space is incorporated into the project.
--	--

EXHIBIT G

**EXAMPLE LESSOR ESTOPPEL, SUBORDINATION,
AND CONSENT AGREEMENT**

WHEN RECORDED, RETURN TO:

Attn: _____

**LESSOR ESTOPPEL, SUBORDINATION
AND CONSENT AGREEMENT**

This Lessor Estoppel, Subordination and Consent Agreement (this "Agreement") is made and executed this ____ day of _____, 201_, by and between _____ ("Lessor"), and _____ ("Lessee"), to and for the benefit of _____ dba _____ ("Lender"). Lessor, Lessee and Lender may hereinafter be collectively referred to as the "Parties." Capitalized words used herein but not otherwise defined shall have the meanings ascribed to them in the Lease (defined in Recital A, below).

RECITALS

A. WHEREAS, Lessor and Lessee entered into that certain [Lease] dated _____, (the "Lease"); and

B. WHEREAS, pursuant to the Lease, Lessor has agreed to lease to Lessee certain real property ("Real Property") located in _____ County, _____, described in Exhibit "A" hereto.

C. WHEREAS, Lessee has constructed a building on the property (the "Improvements");

D. WHEREAS, Lessee is desirous of obtaining from Lender a loan in the original principal amount of \$ _____ ("Loan") to be secured by, among other things, a first priority, perfected leasehold deed of trust upon Lessee's interest as lessee in the Lease and Lessee's interest in the Improvements (the "Leasehold Mortgage"), and an assignment to Lender of Lessee's interest as lessee in the Lease; and

F. WHEREAS, Lender is unwilling to make the Loan unless Lessor: (i) makes certain representations and warranties concerning the Lease; (ii) reaffirms to Lender that certain provisions of the Lease respecting leasehold mortgages are restated and confirmed for Lender's benefit; (iii) subordinates Lessor's interest in the Improvements to Lender's interest in the Improvements; (iv) consents to Lessee's assignment of its interest in the Lease to Lender; and (v) agrees to certain protections for the benefit of the Lender with respect to the Lease and the Property;

NOW THEREFORE, to induce Lender to make the Loan to Lessee, and in consideration of the above recitals, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. Incorporation of Recitals. The Parties agree that the recitals set forth above are accurate and the same are incorporated by this reference as though fully set forth herein and the affirmative statements made in the recitals are hereby ratified and confirmed.

2. Estoppel Certificate. Lessor hereby certifies to and agrees with Lender that, as of the date of this Agreement, Lender is relying on all of the following certifications, representations, warranties, and agreements of Lessor in consideration for Lender making the Loan and hereby makes all of the following representations, warranties, and agreements:

a. Lessor is the owner of the fee simple estate in the Property and is the lessor under the Lease.

b. The Lease is in full force and effect and is the valid and binding obligation of Lessor and Lessee, enforceable in accordance with its terms.

c. All requirements for the commencement and validity of the Lease have been satisfied.

d. The commencement date of the Lease was _____, and the term of the Lease shall expire at midnight on _____, and Lessee has the option to renew the Lease for _____ () separate and successive terms of _____ () years each, subject to the terms of the Lease.

e. Neither Lessor nor Lessee, to the best of Lessor's current, actual knowledge, are in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Lessor or Lessee under the Lease.

f. As of the date hereof, no minimum annual rent or additional percentage rent is due under the Lease and the minimum annual rent due under the Lease has been paid through _____, 20____.

g. To the best of Lessor's current, actual knowledge, there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Lessee of any nature exists against Lessor under the Lease. All obligations of Lessor and Lessee have been fully performed under the Lease.

h. None of the rent which Lessee is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance.

i. Except as provided in Recital A above, the Lease has not been modified, terminated, or amended, by "side letter" or otherwise. Any modification, termination, or amendment of the Lease without the prior written consent of Lender shall be void as to Lender.

j. Lessor has not mortgaged, pledged, encumbered, or otherwise transferred the Property or its interest in the Property and Lessor hereby confirms that the Leasehold Mortgage shall not be subject or subordinate to any mortgage, deed of trust, or security interests encumbering the fee estate of the Property.

k. Lessor has not consented to or authorized the execution or recording of a currently existing and enforceable leasehold deed of trust by Lessee or Lessee's predecessors in interest and will not

consent to or authorize the execution or recording of any leasehold deed of trust for so long as the Loan is in existence.

3. No Lease Amendment or Termination Without Lender Consent. The Parties hereto agree that the Lease shall not be amended, modified, terminated or cancelled, nor shall a surrender of the Property be accepted, without the prior written consent of Lender and in accordance with the terms of this Agreement; provided however, that if Lender does not exercise its option to enter into a new lease pursuant to paragraph 10, below, Landlord may cancel or terminate the Lease without the consent of Lender.

4. Lessor's Consent; Waiver and Reaffirmation of Certain Leasehold Mortgage Provisions. Lessor hereby warrants and represents to Lender that all of the leasehold mortgage protection provisions contained in the Lease, if any, and all other provisions inuring to the benefit of leasehold mortgagees or their successors and assigns are hereby incorporated into this Agreement by reference and restated and confirmed by Lessor for the benefit of Lender, its successors and assigns.

5. Lessee's Ownership of Improvements. Lessor and Lessee hereby confirm that Lessee holds title to the Improvements free and clear of any interest, claims or liens of the Lessor notwithstanding the method in which said Improvements are attached or affixed to the Property and notwithstanding that the Improvements may be deemed fixtures and part of the Property. Lessor hereby further confirms that upon the transfer of a leasehold interest to the Property to Lender pursuant to this Agreement, an assignment, a foreclosure sale or deed in lieu of foreclosure, title to the Improvements shall automatically vest in the Lender, its successors or assigns, or any purchaser at a foreclosure sale as the case may be.

6. Subordination. Notwithstanding anything contained in the Lease or in this Agreement to the contrary, the Parties hereto agree that Lessor's rights in and to Lessee's assets, including without limitation, Lessee's personal property and the Improvements are and shall be subject to and subordinate in right, interest and lien, and for all purposes to Lender's interest in Lessee's assets, including without limitation, Lessee's personal property and the Improvements. Lender shall have sixty (60) days, or such longer time as is commercially reasonable under the circumstances, after written notice to Lender at the address set forth above, to remove any such assets from the Property.

7. Notice to Lender and Opportunity to Cure. Notwithstanding anything contained in the Lease or in this Agreement to the contrary, Lessor shall give Lender written notice at Lender's address set forth above of any default by Lessee under the Lease no later than Lender gives Lessee written notice of said default and Lender shall have an additional sixty (60) days beyond the cure period given to Lessee under the Lease to remedy any such default or cause the same to be remedied. Lessor shall accept such performance by or at the instance of Lender, its successors or assigns, as if such performance had been made by Lessee. Lessor shall accept performance by Lender, its successors or assigns, or any purchaser at a foreclosure sale, of any term, covenant, condition, or agreement to be performed by Lessee under the Lease with the same force and effect as though performed by Lessee, specifically including, but without limitation, any payment of any rent due under the Lease.

8. Lease Defaults. Notwithstanding anything contained in the Lease or in this Agreement to the contrary, Lessor hereby agrees that Lessor will not terminate the Lease, despite any default by Lessee, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the Lender's receipt of the notice in addition to the time allowed Lessee to cure any default set forth in the Lease. No event of default shall be deemed to exist if the default is with respect to the performance of work, or of acts to be performed, or of conditions to be remedied, if steps shall, in good faith, have been commenced within the time permitted therefore to rectify the same and shall be prosecuted to completion with diligence and continuity. If the default is one that cannot reasonably be cured by Lender (such as performance of certain covenants, creditor execution, insolvency, bankruptcy, or other judicial

proceedings against Lessee), then Lessor will not terminate the Lease so long as Lessor receives all sums due under the Lease for the period of time during which Lessee or Lender is in possession of the Property, or so long as Lender reassigns its or Lessee's interest in the Lease to a new lessee.

9. **Leasehold Mortgage Foreclosure.** Notwithstanding anything contained in the Lease or in this Agreement to the contrary, upon the occurrence of an event of default (including without limitation the events of default specified in the Lease), other than a default with respect to the payment of money, Lessor shall take no action to terminate the Lease without first giving the holder of such Leasehold Mortgage written notice thereof and a reasonable time thereafter within which either (i) to obtain possession of the Property (including possession by a receiver) or (ii) to institute, prosecute and complete foreclosure proceedings or otherwise acquire Lessee's interest under this Lease. Provided, however, that such holder shall not be obligated to continue such possession or to continue such foreclosure proceedings after such defaults have been cured.

10. **Termination of Lease.** If the Lease is terminated pursuant to its terms as modified by this Agreement prior to the expiration of the Lease term, Lessor shall serve upon the holder of the Leasehold Mortgage written notice that the Lease has been terminated together with a statement of any and all sums which would at that time be due and owing under the Lease but for such termination. Such holder shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions. Upon written request of the holder of the Leasehold Mortgage, within thirty (30) days after service of such notice that the Lease has been terminated, Lessor shall enter into a new lease with such holder, or its designee, provided such new lease shall be: (a) entered into at the reasonable cost of the new tenant thereunder; (b) effective as of the date of termination of the Lease; (c) for a term equal to the remaining term under the Lease and at the rent and upon all agreements, terms, covenants and conditions of the Lease, including applicable rights or renewal or options to extend, but excluding all use restrictions, covenants, conditions and requirements other than those applicable by law. Upon the execution of such new lease, the tenant named therein shall pay any and all sums which would at the time of execution thereof be due under the Lease but for such termination, and shall pay expenses, including reasonably attorneys' fees, court costs and disbursements incurred by Lessor in connection with such defaults and termination, the recovery and possession of the Property, and the preparation, execution and delivery of such new lease.

11. **Non-Disturbance.** Lessor agrees, and shall cause all lienholders of the Property to agree in a form acceptable to Lender, not to disturb the possession of Lessee, Lender, its successors and assigns, and any purchaser at a foreclosure sale, under the Lease. Lessor agrees to perform and be bound by all of the obligations imposed on Lessor by the Lease as modified by this Agreement for the balance of the term of the Lease, and any extension or renewals of the Lease, as long as no event of default has occurred under the Lease which has continued to exist for such period of time, after notice and opportunity to cure, if any, required by the Lease and this Agreement, as would entitle Lessor under the Lease as modified by this Agreement to terminate the Lease and not enter into a new lease as provided in this Agreement.

Lessor agrees that it will not grant any liens on or otherwise grant any rights in the Property, unless such party to which the lien or interest is granted first enters into an agreement with Lender in which said party agrees to be bound by the terms of this Agreement, acceptable to Lender.

12. **No Liability of Lender.** Nothing in this Agreement or any other agreement is intended to and does not constitute an agreement by Lender to perform any obligation of Lessee under the Lease. So long as Lender has not entered the Property for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Property for any purpose, Lessee will remain fully liable for all obligations of Lessee as lessee under the Lease. While Lender is in possession of the Property, Lender will cause all payments due

under the Lease and attributable to that period of time to be made to Lessor. If Lender later assigns or reassigns the Lease or vacates the Property, Lender will have no further obligation to Lessor.

13. Right to Assign, Sublease and Mortgage and Limited Waiver of Usage Restriction. Notwithstanding anything to the contrary in the Lease or this Agreement, upon the transfer of a leasehold interest to the Property to Lender pursuant to this Agreement, an assignment, a foreclosure sale or deed in lieu of foreclosure, Lessor agrees that Lender, its successors or assigns, or any purchaser at a foreclosure sale may sublease the Property or assign all of its or Lessee's rights in the Lease without the consent of Lessor. In addition, Lender, its successors or assigns, or any purchaser at a foreclosure sale may mortgage, lien, encumber, or otherwise transfer all of its or Lessee's interest in the Lease. In addition, Lessor agrees that the Lease provisions contained in paragraph 4 of the Lease shall be modified to allow Lender, its successors or assigns, or any purchaser at a foreclosure sale, to utilize the Property for any of the prohibited purposes listed in Section 4, provided that such usage does not directly compete with the services being provided at that time by the Medical Center.

14. Waiver of Property Use Limitations. Upon the transfer of the leasehold interest to the Property to Lender pursuant to this Agreement, an assignment, a foreclosure sale or deed in lieu of foreclosure, Lessor agrees that Lender, its successors or assigns, or any purchaser at a foreclosure sale may use and occupy the Property in any manner consistent with the terms of the Lease and applicable law, including without limitation applicable federal, state and local ordinances, rules, zoning and land use regulations. It is expressly understood and agreed that upon said transfer of the leasehold interest in the Property to Lender pursuant to this Agreement, an assignment, a foreclosure sale or deed in lieu of foreclosure, any legal use and occupancy (or non-use or non-occupancy) of the Property is consented to and allowed by Lessor under the Lease and shall not constitute an event of default under the Lease for the remaining term of the Lease.

15. Insurance Proceeds and Condemnation Awards. Notwithstanding anything to the contrary in the Lease or this Agreement, at any time any amount is owing to Lender under the promissory note executed in connection with the Loan and all other documents executed in connection with the Loan (the "Loan Documents"), (a) all proceeds from fire or extended coverage insurance or other insurance against casualty and all proceeds of eminent domain or condemnation awards or settlements paid in connection with Lessee's leasehold interest in the Property, and (b) all such proceeds paid in connection with the Property and improvements on the Property if the construction of improvements on the Property were funded in whole or in part by Lessee, or proceeds from the Loan, shall be paid to Lender and applied in accordance with the terms of the Loan Documents; provided, however, the amount paid to Lender shall not exceed the amount owing to Lender under the Loan Documents.

16. Future Estoppel Certificates. Lessor agrees to execute and deliver to Lender, within ten (10) days of request by Lender, estoppel certificates in a form similar to this Agreement regarding such matters as Lender reasonably requests.

17. No Merger. If any lien granted on the Property or assignment of any lease of the Property made to Lender and the fee title to the Property shall at any time become vested in one owner, the lien created under any trust deed granted or assignment made to Lender shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Lender shall continue to have and enjoy all of the rights and privileges of Lender, beneficiary, and assignee and, if applicable, fee title owner, as to the separate estates. In addition, upon the foreclosure of any such lien or assignment, any leases or subleases then existing and created by Lessor or Lessee shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Lender, its successors or assigns, or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Lender, its successors or assigns, or any such purchaser shall constitute a termination of any lease or sublease unless Lender, its

successors or assigns, or such purchaser shall give written notice of such termination to such tenant or subtenant.

18. Consents. Notwithstanding anything to the contrary in the Lease, Lessor hereby consents to the following transactions and documents entered into in connection with the Loan, and to the exercise by Lender, or its successors or assigns, or any purchaser at a foreclosure sale, of all rights and remedies available under the following documents, at law, in equity, or by statute; provided, however, all of the interests assigned as collateral are subject to the Lease:

a. The lien on the Property created pursuant to a Deed of Trust dated _____, 20____ and executed by Lessee, as trustor, to and for the benefit of Lender, as trustee and beneficiary, together with all other documents executed in connection with the Loan.

b. The collateral assignment of Lessee's interest as lessee in the Lease to Lender pursuant to the Assignment of Lease for Security dated _____, 20____ and entered into between Lessee and Lender.

Lessee acknowledges and consents to the agreements, terms, and conditions set forth in this Agreement.

19. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Lender:

Attn: _____

Lessor:

Attn: _____

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

20. Attorneys' Fees. Upon the occurrence of a default under this Agreement, Lender may employ an attorney or attorneys to protect Lender's rights under this Certificate, and Lessor shall pay Lender reasonable attorneys' fees and costs actually incurred by Lender, whether or not action is actually commenced against Lessor by reason of such breach. Lessor shall also pay to Lender any attorneys fees and costs incurred by Lender with respect to any insolvency or bankruptcy proceeding or other action involving Lessor.

21. Governing Law. This Certificate shall be governed by and construed in accordance with the laws of the State of _____.

22. Successors and Assigns. This Agreement shall be binding upon any successors or assigns of Lessor and Lessee, and shall inure to the benefit of Lender and its successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

LESSOR:

By: _____
Name: _____
Its: _____

LESSEE:

By: _____
Name: _____
Its: _____

LENDER:

_____ dba _____

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, personally known to me to be the person who executed the above document in his/her capacity as _____ of _____, a _____ organized and existing under the laws of the State of _____.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, personally known to me to be the person who executed the above document in his/her capacity as _____ of _____, a _____ organized and existing under the laws of the State of _____.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, personally known to me to be the person who executed the above document in his/her capacity as _____ of _____ dba _____, a national banking association.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT H

DESCRIPTION AND AERIAL MAP OF PARK AREA

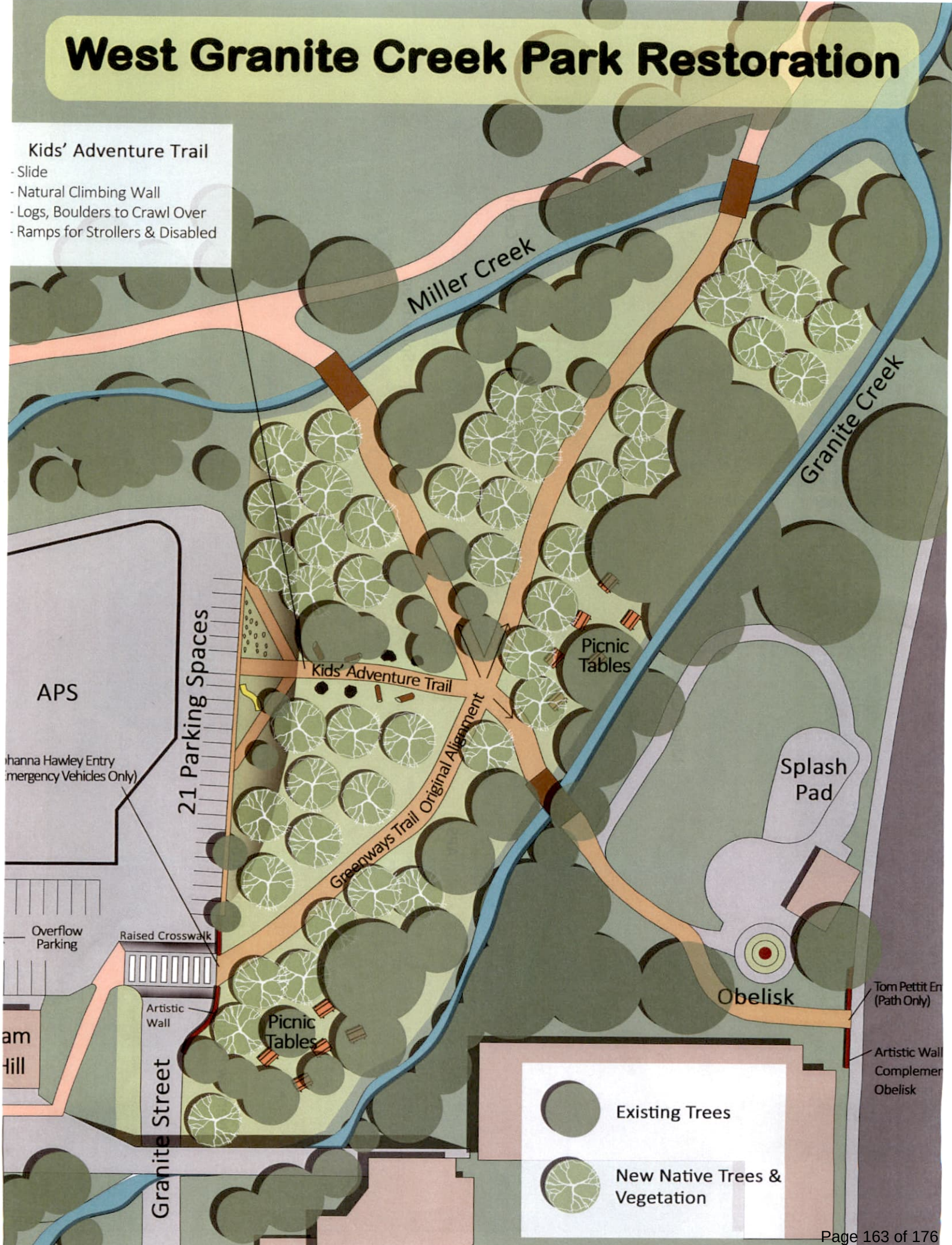
The Park Area includes the area depicted on the aerial map below and is limited to parcels 800-11-029K, 113-14-058D, 113-14-055, 113-14-059C, 113-14-056B, 800-11-030P, and 113-14-062F less any area of these parcels which is part of the Property as provided in the legal description of Exhibit A.



West Granite Creek Park Restoration

Kids' Adventure Trail

- Slide
- Natural Climbing Wall
- Logs, Boulders to Crawl Over
- Ramps for Strollers & Disabled



West Granite Creek Park area threatened by parking lot



MARCELLI LAW OFFICES
A PROFESSIONAL LAW CORPORATION
186 EAST SHELDON ST., #1216
PRESCOTT, AZ 86301
(928) 550-7212
EMAIL: KASAUER@MARCELLILAW.COM

January 22, 2025

Via email: dallin.kimble@prescott-az.gov

Dallin Kimble
City of Prescott
City Manager
201 N. Montezuma St., Ste. 302
Prescott, AZ 86303

Re: West Granite Creek Park parking lot proposal

Dear Mr. Kimble:

Please be advised that this office represents Prescott Alternative Transportation [PAT], a non-profit entity that is opposed to plans to turn part of West Granite Creek Park (WGCP) into a permanent parking lot. PAT is part of a coalition of groups opposed to the establishment of a parking lot at WGCP. You can access the list of these groups at <https://prescottbikeped.com/index.php/prescott-alt-trans-programs/west-granite-creek-park-restoration>.

It is my client's understanding that this parking lot proposal has been suggested by certain City employees in response to the request of a very limited representation of the users of WGCP. This proposal flies in the face of City Resolution 3274, which is still operative, and the 2000 Master Plan for West Granite Creek Park [MPWGCP]. The parking lot is also opposed by a much larger section of the park's users than those who support it.

By way of background, I encourage you to review the history of the development of this park. It was built between 1998 and 2001 by a coalition of community non-profits, businesses and volunteers and was intended to be a car-free park and section of the Greenways Trail. I refer you to the MPWGCP, which can be found at the following link: <https://prescottbikeped.com/images/West%20Granite%20Creek%20Park%20Master%20Plan%20low%20rez-compressed.pdf>

As the site was originally used for a manufactured gas plant, the site required extensive remediation of soil and groundwater contamination, which was completed by APS in 2001 (see APS newsletter: <https://prescottbikeped.com/images/APS%20news%20summer%202001.pdf>). On July 25, 2000, the City adopted Resolution 3274, which provided that "it is the intent of the City Council that in making decisions regarding the future uses and development of that portion of [WGCP], the Planning and Zoning Commission and the City Council shall take into consideration the recommendations contained in the attached Plan [MPWGCP]."

Pursuant to the MPWGCP, the Objective of the Plan was “To return the confluence of Miller and Granite Creek (West Granite Creek Park) to an ideal riparian setting with limited park improvements.”

By development of this area as a greenway, the MPWGCP stated that “an absence of vehicles and development within a greenway leads to improved air and water quality, less congestion and noise, thus maintaining a more ‘primitive’ setting.”

To fulfill the objective of the MPWGCP, the area was zoned Natural Open Space (“NOS”). Pursuant to the current Prescott Land Development Code Article 2, Section 2.3, stand-alone parking lots are prohibited uses in areas zoned as NOS. In addition, WGCP has been designated as a riparian flood plain, subject to frequent flooding by the adjoining waterway of Granite Creek, which further exacerbates the placement of a free-standing parking lot in this area, as it will be prone to flooding and erosion.

While this letter addresses the impending plan to turn a portion of WGCP into a permanent parking lot, I would like to point out that the City is already in violation of the MPWGCP and Resolution 3274 by removing the barriers to automobiles and allowing parking in areas of WGCP. This breach is currently endangering bicyclists and pedestrians traveling along the Greenways Trail as well as children arriving for and departing from the splash pad.

The land for WGCP, including areas now occupied by the splash pad and the Hilton hotel, was purchased in part by federal Land and Water Conservation Funds (LWCF). Find restrictions on uses of LWCF-funded land here: https://www.nps.gov/subjects/lwcf/upload/LWCF-FA-Manual-Vol72_2023-10-01_508.pdf. The natural, car-free park and trail were created with more than \$14 million in funding, including, APS funds (\$13 million), City of Prescott funds (over \$100,000), sponsors, grants, and donors of funds and materials. All these contributors did so with the understanding and expectation that WGCP would remain a car-free natural open space park and trail as described in the MPWGCP.

Despite this enormous financial outlay, with the expressly stated purpose of preserving this area as a car-free natural riparian open space, it is my client’s understanding that there is currently a plan being proposed by certain City officials to spend \$500,000 in City funds to turn part of WGCP next to the splash pad into a stand-alone parking area.

This plan has been hidden from the public by clever euphemisms within the budgeting process and by explicit representations by certain officials made to members of the public that the plans are temporary, as opposed to permanent.

This false representation flies in the face of actions already taken by Joe Baynes, Recreation Services Director. It is my client’s understanding that Mr. Baynes has been in discussions with Andrew Baird, of Kimley-Horn, the consultant group who prepared the parking lot development plan, since 2020 regarding the imminent implementation of this plan.

Mr. Baynes is basing this decision on the representations of a few people that such parking is necessary for their continued use of the splash pad, which is only open 3-4 months each year. After a public records request in December 2024 for communications to the City from the public regarding this issue, my client identified three letters in favor of the parking lot as opposed to forty-four letters in opposition. My client has since learned of several more letters sent to the City opposing the parking lot and in favor of restoring the park to car-free.

Furthermore, it appears that Mr. Baynes is resting his decision in this matter on the anecdotal evidence of one conversation he personally had with one person regarding the parking situation.

These few communications are clearly not sufficient grounds to proceed with the parking lot plan. Further, this significant decision is being made in a back-handed manner in an attempt to hide this plan from the general public. Should this plan be implemented, this would be an appalling breach of the City's fiduciary responsibility as it relates to the park, to Resolution 3274 and to all those citizens past and present who value this park as a natural car-free riparian open space and wish it to remain so, as it was originally intended.

Fortunately, there is an alternative course of action that will both satisfy my client and meet the needs for parking as identified by certain officials. The entity I represent, with assistance from the coalition, is prepared to assist the City in restoring WGCP and this section of Greenways Trail to car-free, including designs with park and trail users, raising funds, writing grants, acquiring donated materials, and organizing volunteers to restore and enhance the park once the City has removed the parking lot plan from further consideration and permanently stopped access for cars into the park. Additionally, my client has been provided assurances of available alternative parking spots in adjacent parking lots by APS and the owner of the Hilton Garden Inn. Both of these lots would offer parking spaces adjacent to the splash pad, some even closer than spaces in the parking lot proposed by the City.

My client hereby requests that the City:

- Remove the parking lot plan from further consideration;
- Designate appropriate parking in nearby, already paved areas with traffic calming designed with the coalition to ensure the safety of park and trail users;
- Erect a barrier to cars at the edge of Granite Street to prevent all cars (except emergency vehicles) from entering WGCP;
- Work with the coalition to restore the park and this section of Greenways Trail to car-free including restoring the trail to its original alignments, directly from Granite Street to all three bridges, ten-feet wide following federal transportation trail design requirements;
- Work with the coalition to repair damaged soils and replant native plants and vegetation in the areas between the restored trails;
- Work with the coalition to engage many more park and trail users in the design and implementation of park enhancements including picnic areas and a Kids' Adventure Trail from the new, appropriate parking areas to the splash pad;

- Ensure that the coalition and other park and trail users are fully informed and engaged in the continued care and protection of WGCP as a car-free park and section of the Greenways Trail; and
- Ensure the permanent protection of WGCP and this section of Greenways Trail as car-free, natural riparian open space, in perpetuity. This can be done by another resolution or amendment to the City Charter.

My client welcomes your response to this letter and a continued cooperative effort to retain the character of WGCP as a preserved car-free open space. However, if the City continues to allow any cars into WGCP (except emergency vehicles) and persists in its plan to turn the park into a parking lot, my client is prepared to take all appropriate actions to preserve this space as car-free for the citizens of the City of Prescott.

Very truly yours,
Marcelli Law Offices,
A Professional Law Corporation



Kathleen A. Sauer

cc: Sarah Siep, City Clerk, city.clerk@prescott-az.gov; Joseph Young, City Attorney, civil@prescott-az.gov

West Granite Creek Park

FEBRUARY 11, 2025





Sonora Dr

Miller Creek



Cinnabon
Takeout • Delivery



Sprouts Farmers Market

Granite Creek Splash Pad 

Hilton Garden Inn
Prescott Downtown
4.6  (669)
3-star hotel



metery,
ott, az 

 Mountain Tribe
Brazilian Jiu-Jitsu

W Sheldon St
Ohana Hawaiian BBQ
Barbecue 



Prescott Center
for the Arts

History of West Granite Creek Park

Prior to 1998

Manufactured gas plant
and brownfield site.



2000

Master Plan with trails,
creek crossings,
neighborhood garden,
playground, lighting,
benches, signage.



2011-2017

Community garden.
Parking allowed but
could not block Granite
Street or City trails.



History of West Granite Creek Park

2021

Hilton Garden Inn completed, including new splash pad.



2022

Engineered drawings procured for possible location of farmers' market.



2023

Drawings amended to address organic parking issues.



Three Concerns

From People Who Love Prescott

No funding has been allocated for this project

No further design work has been done since
November 2023



Formalizing paved parking within the park diminishes the enjoyment of the park and could have negative environmental impacts including to the riparian area

Removing parking from the park would make the splash pad less accessible to families and/or would result in parents and young children parking farther away and potentially having to cross Montezuma Street

Reducing traffic and adding vegetation in the park could contribute to an increase in homeless activity.



APS

Johanna Hawley Entry
(Emergency Vehicles Only)

21 Parking Spaces

← Overflow
Parking

Sam

Raised Crosswalk

Artistic
Wall

Picnic
Tables

Kids' Adventure Trail

Greenways Trail Original Alignment

Picnic
Tables

Splash
Pad

Obelisk

Tom Pettit Entry
(Path Only)

Possible Paths Forward

Allow current parking patterns to continue.

Direct staff to develop a parking plan for consideration in the FY2026 budget process



Restrict parking within West Granite Creek Park. Require park users to find parking on their own in other parking areas or pursue parking agreements with APS and Sam Hill Warehouse.



Collect more data on use, needs, and options.

Allow some parking in the westernmost portion of the park and some on APS property.

