

City of Prescott

City Council - Study Session



January 27, 2026 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 1st 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 Automated License Plate Readers in the City of Prescott.
 - B. Presentation & Discussion Regarding the Road to Centralization for the City's Wastewater Treatment.
 - C. Presentation & Discussion Regarding Watson Woods Riparian Preserve In-Lieu Fee (ILF) Program & Conservation Easement.
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 1/22/26 at 11:00 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: January 27 Study Session
DATE: January 27, 2026
DEPT: Legal
ITEM #: 3.A
SUBJECT: Presentation & Discussion Regarding Automated License Plate Readers in the City of Prescott.

ITEM SUMMARY

This item will provide city staff an opportunity to discuss use of automated license plate reader technology.

BACKGROUND

The Prescott Police Department first utilized automated license plate reader (ALPR) technology in or around 2019 as part of our downtown parking enforcement software system. This was very new technology, and it was used in conjunction with our Auto Chalk software to enforce two-hour parking in the downtown area, and we continue to use that system today. In 2020, we saw the next implementation of this technology being used as part of the Granite Street parking garage security camera project, allowing the Police Department to address concerns from our community about the safety and security of the parking garage. This license plate reader camera was placed at the entrance and exit of the parking garage as an investigative tool which assisted us with locating potential suspect vehicles that had been involved in criminal activity within the parking garage.

In 2022, the Department was looking to leverage additional ALPR technology in an effort to impact crime in our community in real time and provide additional investigative tools to our officers and detectives tasked with solving significant crimes in our community. We learned that the Scottsdale Police Department, and several other Valley agencies, were using ALPR cameras from Flock Safety. We attended a demonstration and toured several real-time crime centers in the Valley to see the technology and how it had a positive impact on solving crimes. In March 2023, we entered into a test and evaluation agreement with Flock Safety for sixteen (16) stationary ALPR cameras which were installed at locations in the City limits selected by several employees of the police department. During budget preparations in 2023, we submitted a request to enter into a contract with Flock Safety for the initial sixteen ALPR cameras, and it was approved by Council in the budget for Fiscal Year 2024. In Fiscal Year 2025, we again requested in the budget process additional funds to continue with the sixteen cameras and added the Flock OS Real Time Crime Center Software and this was approved by Council for that fiscal year. In Fiscal Year 2026 budget preparations, we added another sixteen stationary ALPR cameras, two portable ALPR cameras and eleven live view cameras to our contract, which was approved by Council vote in June 2025.

Since we have implemented this technology into our investigative tools, we have had multiple success stories in locating and arresting suspects involved in significant crimes within our community. This impact has allowed us to accomplish our mission, which is to provide the highest level of service in a collaborative effort with our community to protect life, property and rights.

FINANCIAL IMPACT

There is no fiscal impact associated with this discussion.

RECOMMENDED ACTION

This item is for discussion only. No formal action will be taken.

ATTACHMENTS

1. ALPR Presentation
2. City Contract No. 2023-151

Automated License Plate Reader (ALPR) System

Community Education Presentation

Protecting Prescott Through Smart
Accountable Technology

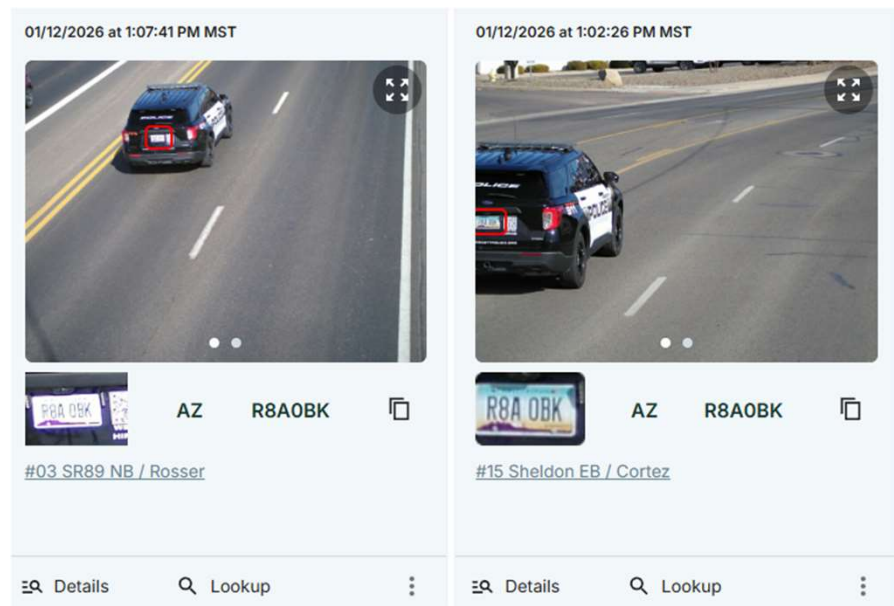
City of Prescott - Prescott Police Department

What is ALPR?

- Automated License Plate Readers (ALPR) system designed for public safety
- Reads license plates and basic vehicle attributes (color, type, decals)
- Used nationwide by law enforcement
- Focused on solving and preventing crime

How ALPR Works

- Cameras capture images of vehicles passing through fixed locations
- System reads license plates and identifies vehicle attributes (color, type, decals)
- Data is securely stored and searchable by authorized personnel only, for Law Enforcement purposes only
- Used in real-time and investigative contexts



What ALPR CAN Do

- Identify vehicles associated with crimes
- Assist in locating stolen vehicles
- Support Amber, Safe and Turquoise Alerts and missing person cases
- Provide leads in violent and property crime investigations
- Notifies agency when a wanted plate is encountered

What ALPR CANNOT Do

- Does **NOT** perform facial recognition.
- Does **NOT** identify or track individuals.
- Does **NOT** know ownership details.
- Does **NOT** monitor speed or reckless driving behaviors.
- It is **NOT** a data free-for all. Access is restricted, audited, and governed by department policy. Every search is logged and auditable.

No Facial Recognition – Ever

- ALPR technology does not have facial recognition capability
- No biometric personal data is collected
- No ability to identify drivers or passengers
- Cannot be modified to perform facial recognition
- System is strictly vehicle-based

Legal Standards

Set by Supreme Court and Case Law

Expectation of Privacy

Core Legal Principle: Reasonable Expectation of Privacy

- Under U.S. Supreme Court precedent, individuals have a **reasonable expectation of privacy** in certain places (such as their home), but **not in what they knowingly expose to the public**.
- Vehicles traveling on public roadways fall squarely into the category of **no reasonable expectation of privacy**.
- This principle has been consistently upheld in federal and state courts.

Key Supreme Court Guidance

The courts have long recognized that:

- **License plates are public identifiers** required by law to be displayed.
- **What is visible in public view is not protected by the Fourth Amendment.**
- Law enforcement may observe, record, and use information that is lawfully visible from public spaces.

In *United States v. Knotts* and *United States v. Karo*, the Supreme Court confirmed that monitoring movements in public spaces does not violate the Fourth Amendment.

In *California v. Ciraolo* and *Florida v. Riley*, the Court held that observations made from lawful public vantage points do not constitute a search.

The consistent legal position is:

- **There is no reasonable expectation of privacy in a vehicle's location, movement, or license plate while operating on public roads.**
- **How This Applies to ALPR Systems**
- ALPR technology does **not create new legal authority**. It simply makes lawful observations **more efficient and accurate**.

The courts have repeatedly affirmed that **technology assisting lawful observation does not change the legality of the observation**.

The Law is Clear

- There is no reasonable expectation of privacy in license plates or vehicle movement on public roads
- License plates are public identifiers required by law to be displayed
- What is visible from public view is not protected by the Fourth Amendment
- The courts have repeatedly affirmed that **technology assisting lawful observation does not change the legality of the observation.**

Why Our Department Uses ALPR

- Increase investigative efficiency
- Support proactive policing strategies
- Faster identification of dangerous suspects
- Quicker response times
- Improved victim support
- Enhanced situational awareness during critical incidents

Access Controls and Accountability

Only trained and authorized personnel have access – password & 2-factor authentication protected

Every search is logged and auditable

Use is restricted to legitimate law enforcement purposes only

Misuse is subject to discipline and investigation up to and including termination per department policy

Data Retention Policy

All data is automatically deleted after 30 days in the ALPR system (Flock & Axon)

Retention period aligns with best practices and privacy standards

If associated to a crime, data is stored in evidence

Prescott PD owns the data, it is not sold to third parties

Privacy Protections



SYSTEM IS DESIGNED WITH
PRIVACY IN MIND



NO PERSONAL IDENTIFYING
INFORMATION IS COLLECTED



WE ARE NOT TRACKING
LAWFUL ACTIVITY



USE IS GOVERNED BY POLICY
AND LAW

Our Department Policy

- Law Enforcement Use Only - Policy defines who can use the system and how it is used
- Department-approved training required
- Outlines approved use cases
- Establishes accountability measures – All usage is audited
- Ensures compliance with legal and ethical standards – access only by authorized personnel
- Comprehensive policy on the use and access of the ALPRs and data

Public Safety Impact

- Supports proactive policing
- Deters criminal activity
- Enhances community safety
- Assists in locating wanted subjects/suspects, missing persons, stolen vehicles, and hit and run vehicles

Transparency and Trust

- Clear policies and oversight
- Commitment to lawful and ethical use
- Respect for civil liberties

Department Statistics

Prescott Police Department

2024 – LPR data was credited by Officers in assisting cases resulting in 353 offenses charged (First full year of use)

2025 – LPR data was credited by Officers in assisting cases resulting in 874 offenses charged

Prescott Regional Communications Center:

2025 – LPR data searches were used in assisting Officers with 8898 searches relating to Calls for Service.*

- Calls for service assistance was used to include but not limited to: Attempt to locate, missing child/person, suicide threats, hit & runs, weapons offense, motor vehicle theft, suspected DUI drivers, felony flight. Not all calls for service were for Prescott PD; Regional Dispatch serves four Police Departments.

Success Stories

- Fentanyl drug dealer arrested (200 pills)
- Overdose victim's vehicle located with suspect transporting cocaine, suspect arrested
- Sexual Assault Suspect vehicle located and suspect arrested
- Stalking and Drug Suspect located, identified and arrested
- Dangerous Drugs and Prescription Fraud Suspect located and arrested by Detectives.
- Sexual Exploitation of Minor Wanted Suspect located and arrested
- Assault/Domestic Violence/Arson Suspect located and arrested
- Stolen Vehicle Recovery – Vehicle stolen from Phoenix area
- Felony theft and criminal damage suspect located and arrested
- Sexual Assault – Suspect in sexual assault in parking garage identified, case pending
- Stalking Suspect located and arrested
- Felony Construction Theft Ring identified and arrested, Multi-jurisdictional felony thefts
- Hit & Run/Shoplifting – more suspects have been identified and charged
- ALPRs are utilized as a standard investigative tool to resolve these types of cases

Frequently Asked Questions

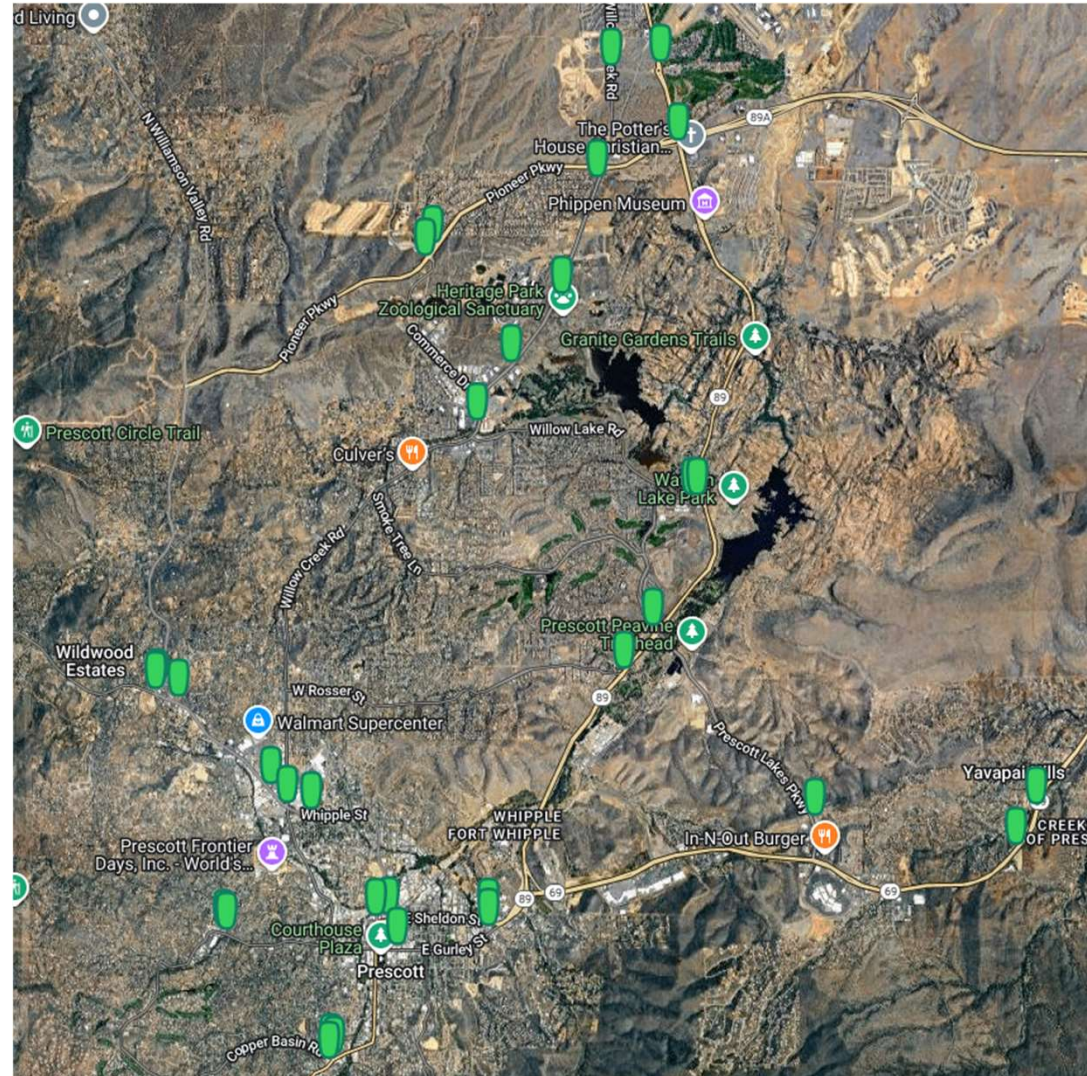
- Is ALPR a violation of the Constitution? - No
- Is this mass surveillance? – No
- Does it track people? – No
- Is data sold? – No
- Is it monitored? – Yes, with strict controls
- Does a third party own the data? - NO – Prescott PD does
- Error Rates & False Positives –
Operational Safeguards-every alert is verified by a trained employee before any enforcement action is taken. ALPR data supports investigations; it does not replace officer judgement or standard investigation practices.

ALPRs & Cameras

- 30 Fixed ALPRs –
 - Deployed on major thoroughfares; ingress/egress in the City.
- 2 Flex ALPRs
- 11 Cameras
 - Deployed at high traffic intersections

Annual Contract \$154,659 *

* Approximate Cost of an Officer per year; including wages, fringe, uniforms & equipment.



Questions and Discussion



We welcome your questions



Your concerns matter to us



Our goal is community safety and trust



**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

Prescott City Contract No. 2023-151

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: AZ - Prescott PD
Address: 222 S Marina St
Prescott, Arizona 86303

Contact Name: Jason Small
Phone: (928) 777-1942

E-Mail:
jason.small@prescott-az.gov

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 12
Renewal Term: 12 Months

Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.

Billing Term: Annual payment due Net 30 per terms and conditions

flock safety

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	16.00	\$5,600.00

Hardware and Software Products

Annual recurring amounts over subscription term

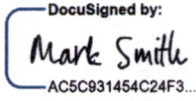
Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	16.00	\$40,000.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00

Subtotal Year 1:	\$48,100.00
Subscription Term:	12 Months
Annual Recurring Total:	\$42,500.00
Estimated Sales Tax:	\$3,548.75
Total Contract Amount:	\$48,100.00


flock safety

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By: 
Name: Mark Smith
Title: General Counsel
Date: 3/3/2023

Customer:

By: 
Name: Philip R. Goode
Title: Mayor
Date: 3-2-23

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 . “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

- 1.7 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.
- 1.21 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.
- 1.25 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”).

Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.4 Usage Restrictions.

2.4.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension.

2.6.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the

Services for anything other than the Permitted Purpose (“*Service Suspension*”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.6.2 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“*Designated Location*”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“*Agency Installation Obligations*”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully

obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.7.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.10 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect

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to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)

days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Wing Suite Fees. For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 Falcon Fees. For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including

Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law: Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

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

10.12 Non-Boycott of Israel. Flock certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

10.13 Non-Discrimination. Flock, its sub-contractors and suppliers, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. Flock, its sub-contractors and suppliers, 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, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

10.14 Non-Availability of Funds. Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City, pursuant to Section 6.2 of this Agreement, at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10.15 Bench Trial. The parties hereto expressly covenant and agree that in the event of a dispute arising from this 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 to a trial before the Court. To the extent applicable, Flock further agrees that this provision shall be contained in all sub-contracts and supplier contracts related to this Agreement.

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10.17 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

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Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage

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- Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to "opt-out" of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
6. Warranty & Service:
- Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety



February 2, 2022

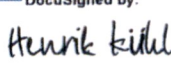
Flock Group, Inc., dba Flock Safety
Attn: Garrett Langley, CEO
1170 Howell Mill Road NW, Suite 210
Atlanta, Georgia 30318

Re: Unified search capabilities

Dear Garrett,

This letter is to confirm that, as of the date of this letter, Flock Group, Inc. ("Flock") and Axon Enterprise, Inc. ("Axon") maintain a strategic relationship that allows Flock to operate the only third-party unified search solution that searches automated license plate recognition information stored and managed across Axon's and Flock's systems.

Sincerely,

DocuSigned by:

819F4A56441C491...

Henrik Kühl
VP, Strategy and Corporate Development



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FLOCK GROUP INC. AMENDMENT ORDER FORM

This Amendment Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and AZ - Prescott PD identified below (“**Agency**”) (each of Flock and Agency, a “**Party**”). This Amendment Order Form (“**Order Form**”) hereby incorporates and includes the previously executed agreement, dated 3/3/23, relating to the provision of services by Flock to Agency (“**GOVERNMENT AGENCY CUSTOMER AGREEMENT**”) attached (the “**Terms**”), any schedules attached thereto, and incorporated herein by reference, which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations. In full consideration of the continued promises and warranties contained therein, this Amendment Order Form shall supersede, amend and replace any prior agreements between the Parties relating to the subject hereof. The Parties understand and agree that any prior orders or agreements between the Parties have been replaced and any outstanding services provided by Flock are now subject to this Agreement.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

The GOVERNMENT AGENCY CUSTOMER AGREEMENT is amended as follows: The Professional Services - Standard Implementation Fees are modified per the updated product table below.

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$225.00	16.00	\$3,600.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Flock Safety Falcon ®	\$2,500.00	16.00	\$40,000.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00

Subtotal Year 1: \$46,100.00
Annual Recurring Total: \$42,500.00
Total Contract Amount: \$46,100.00

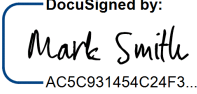
Customer: AZ - Prescott PD	Contact: Jason Small
Address: 222 S Marina St, Prescott Arizona 86303	Phone: (928) 777-1942

	E-Mail: jason.small@prescott-az.gov
Expected Payment Method:	Billing Contact: Jason Small
Initial Term: 24 Months Renewal Term: 24 Months	Special Terms (If Applicable):

By executing this Order Form, AZ - Prescott PD represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

AZ - Prescott PD

By: 
AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 9/5/2023

By: 
BE788A40BDA247B...
Name: Jason Small
Title:
Date: 9/5/2023

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FLOCK GROUP INC. AMENDMENT

This amendment (the “**Amendment**”) is made between Flock Group Inc. (“**Flock**”) and AZ - Prescott PD (“**Customer**”), collectively referred to as (the “**Parties**”).

1. Scope. This Amendment supersedes and amends the previously executed Order Form Amendment between the Parties, dated 9/5/2023 (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect.
2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.
3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.
4. Effective Date. This Amendment will become effective when executed by both Parties (the “**Effective Date**”).

The Agreement is amended as follows: Notwithstanding anything to the contrary in the Agreement, the Initial Term and the Renewal Term shall each be twelve (12) months.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC.

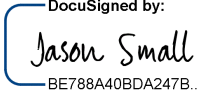
AZ - Prescott PD

By: 
AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 10/5/2023

By: 
BE788A40BDA247B...

Name: Jason Small

Title: Lieutenant

Date: 10/5/2023



TO: MAYOR AND CITY COUNCIL
AGENDA: January 27 Study Session
DATE: January 27, 2026
DEPT: Public Works
ITEM #: 3.B
SUBJECT: Presentation & Discussion Regarding the Road to Centralization for the City's Wastewater Treatment.

ITEM SUMMARY

This item provides an overview of the city's centralization, including its purpose, its implications for the City of Prescott, projects completed to date, and the remaining projects necessary to fully consolidate wastewater treatment into a single facility.

BACKGROUND

Centralization is a Council-directed initiative consisting of multiple projects intended to consolidate wastewater treatment operations into a single regional facility, the Airport Water Reclamation Facility (AWRF). After several years of planning, City Council was presented with two alternatives in March of 2015: continue operating two wastewater treatment plants or consolidate operations into a single treatment plant at the AWRF. On April 28, 2015, City Council approved the consolidation of the two treatment plants through Resolution No. 4284-1493.

City Council received Centralization Study Session updates on February 28, 2017, and November 14, 2017. On January 9, 2018, City Council approved a Water Infrastructure Finance Authority (WIFA) loan through Ordinance No. 5060-1600 to finance a portion of the Sundog project.

On August 25, 2020, City Council approved an alternative route and design contract with Lyon Engineering for the Sundog C3 project. Design is currently at 90% plans.

During several storm events from January - March 2023, sanitary sewer overflows occurred at Granite Creek Park due to insufficient capacity of the sewer pipe during wet weather flows. As a result, the City received a Consent Order from the Arizona Department of Environmental Quality (ADEQ) in August 2023 requiring the completion of construction of Sundog C3 project no later than July 1, 2027, to prevent future overflows. Compliance with this Consent Order can only be achieved through completion of the Sundog C3 project. Design is nearing completion and the project is expected to go out for construction bid in spring 2026.

Further, the City received a Notice of Opportunity for Correction in December 2023 related to the effluent breaks along the SR89 corridor. This correction will be satisfied through the construction of the SR89 Effluent and Wastewater Pipelines project. Design is currently at 15% and additional design work is needed to complete the plan after a roadway alternative is determined. Construction is estimated to begin in Spring 2027.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

This item is for discussion only. No formal action will be taken.

ATTACHMENTS

1. Centralization Presentation
2. Resolution 4284-1493
3. Ordinance 5060-1600 WIFA
4. Sundog C3 Design Contract
5. Consent Order WS-03-23
6. Notice of Correction NOC Case 217255

CENTRALIZATION - ROADMAP TO ONE TREATMENT PLANT

COUNCIL STUDY SESSION - JANUARY 27, 2026

Presented by:

Gwen Rowitsch - Public Works Director

Steve Olfers - Utilities Manager

Tim Sherwood - Capital Program Manager



CENTRALIZATION:

Resolution 4284-1493 April 28, 2015

Centralization is a Council driven goal involving multiple projects designed to consolidate wastewater treatment into a single, large treatment plant, Airport Water Reclamation Facility (AWRF).



SUNDOG WASTEWATER TREATMENT PLANT

- Constructed in 1955 - in what was an industrial area north of town
- Upgraded in 1989, 1999, and 2013
- Treatment Capacity = 3 mgd

AIRPORT WATER RECLAMATION FACILITY

- Originally constructed in 1978
- Expanded in 2014
- Treatment Capacity = 4.75 mgd

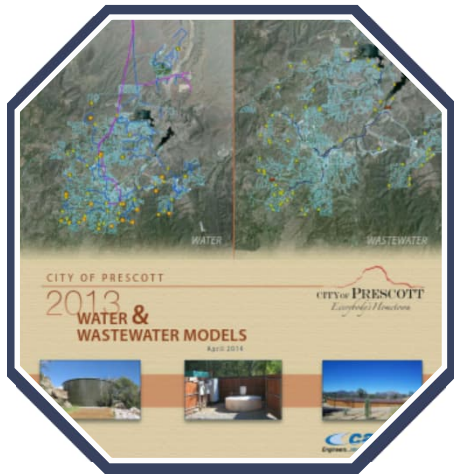
**SUNDOG WASTEWATER
TREATMENT PLANT -
CIRCA 1996**



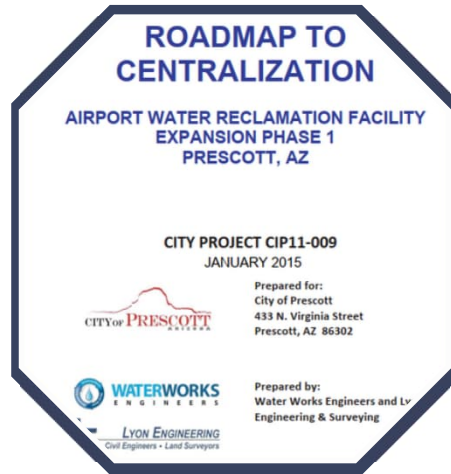
**AIRPORT WATER
RECLAMATION FACILITY -
CIRCA 2005**



WASTEWATER INFRASTRUCTURE



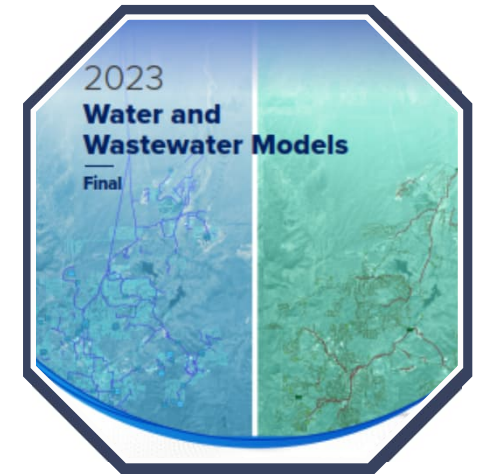
Carollo Engineering



Water Works Engineering/
Lyon Engineering

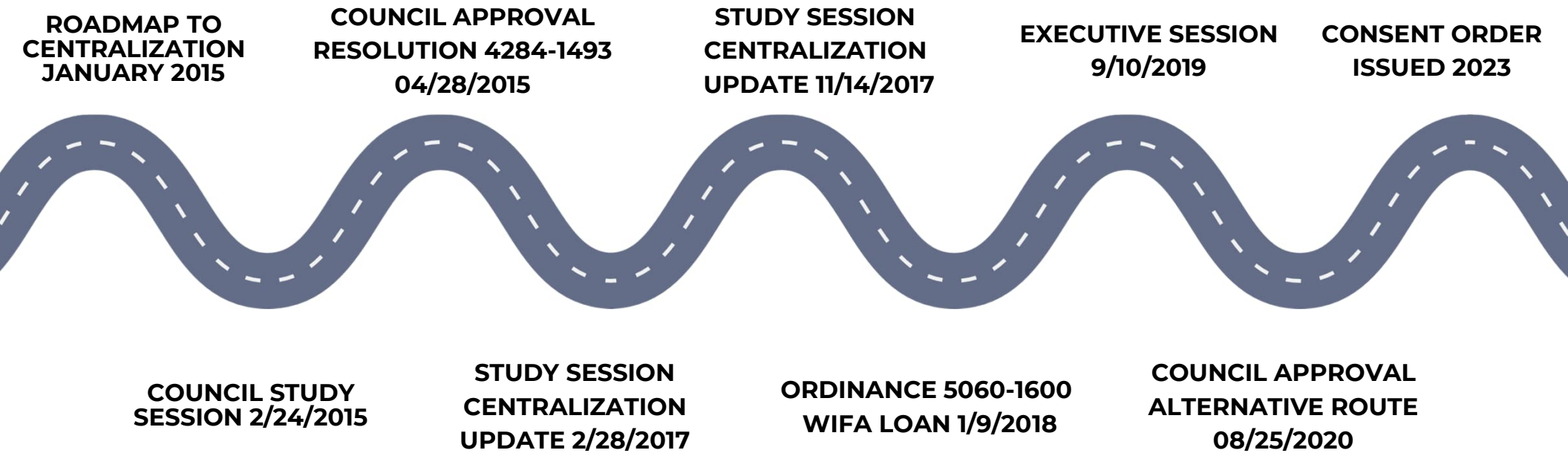


Carollo Engineering



Carollo Engineering

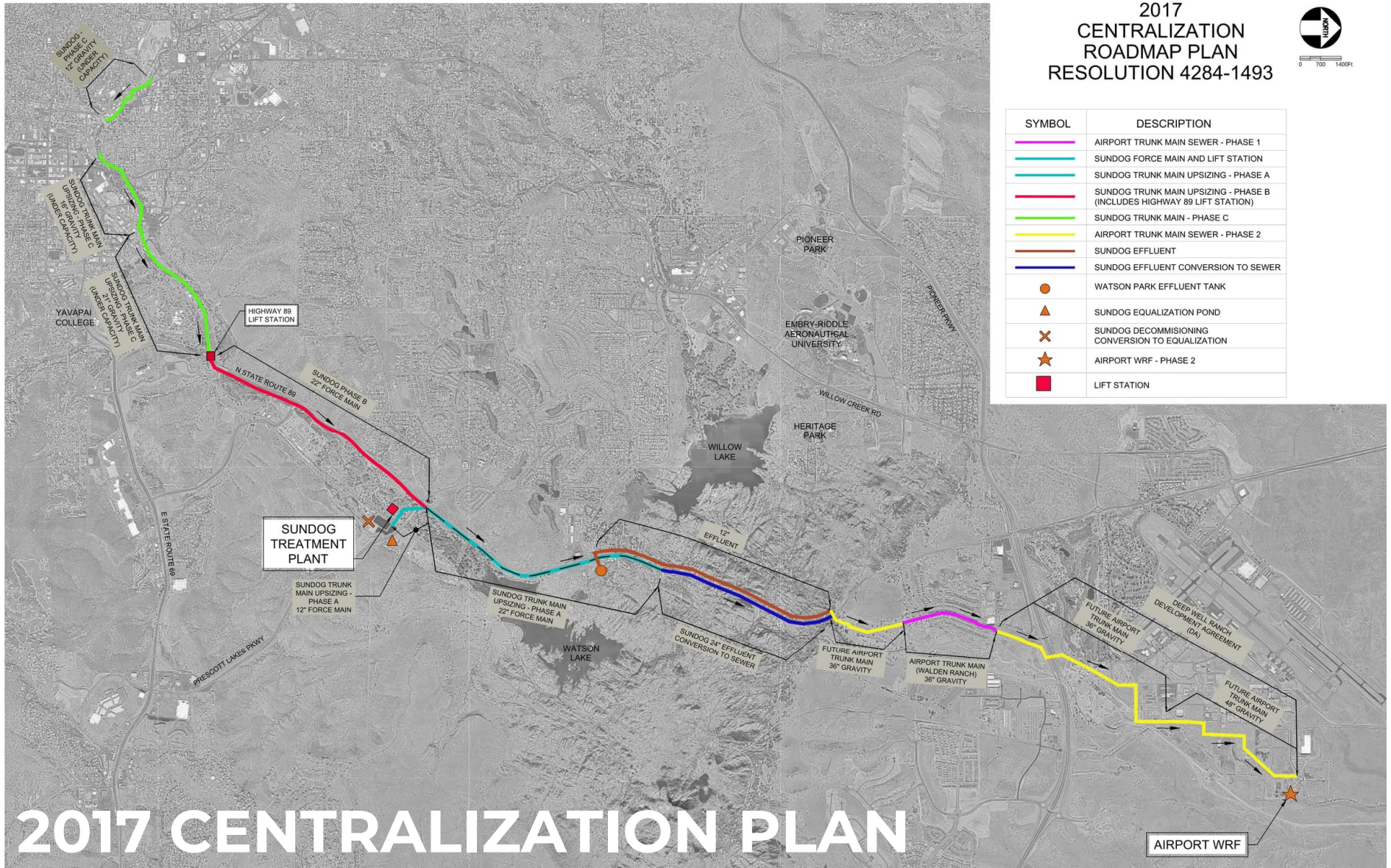
CENTRALIZATION TIMELINE



2017
CENTRALIZATION
ROADMAP PLAN
RESOLUTION 4284-1493

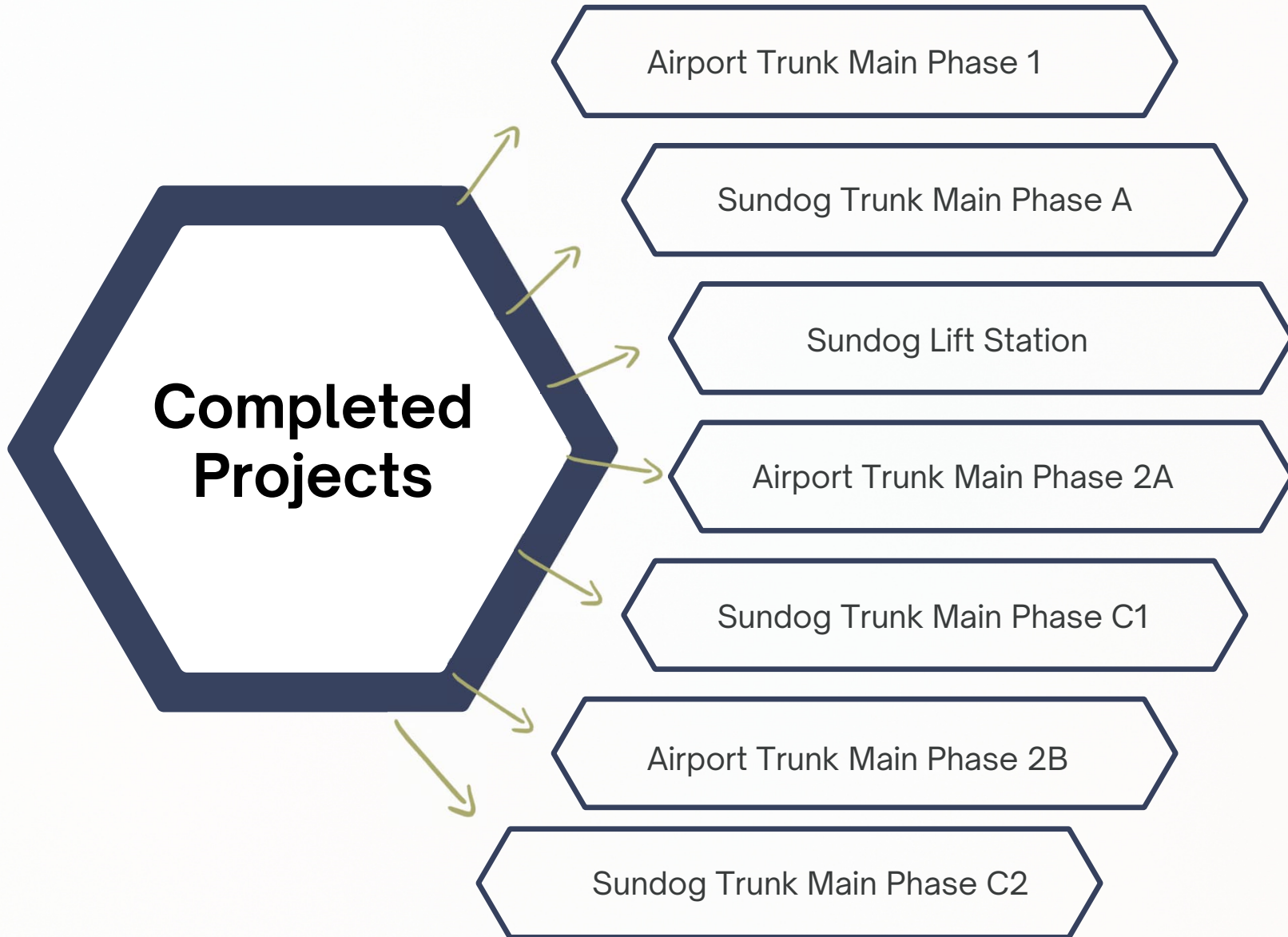


SYMBOL	DESCRIPTION
	AIRPORT TRUNK MAIN SEWER - PHASE 1
	SUNDOG FORCE MAIN AND LIFT STATION
	SUNDOG TRUNK MAIN UPSIZING - PHASE A
	SUNDOG TRUNK MAIN UPSIZING - PHASE B (INCLUDES HIGHWAY 89 LIFT STATION)
	SUNDOG TRUNK MAIN - PHASE C
	AIRPORT TRUNK MAIN SEWER - PHASE 2
	SUNDOG EFFLUENT
	SUNDOG EFFLUENT CONVERSION TO SEWER
	WATSON PARK EFFLUENT TANK
	SUNDOG EQUALIZATION POND
	SUNDOG DECOMMISSIONING CONVERSION TO EQUALIZATION
	AIRPORT WRF - PHASE 2
	LIFT STATION



2017 CENTRALIZATION PLAN

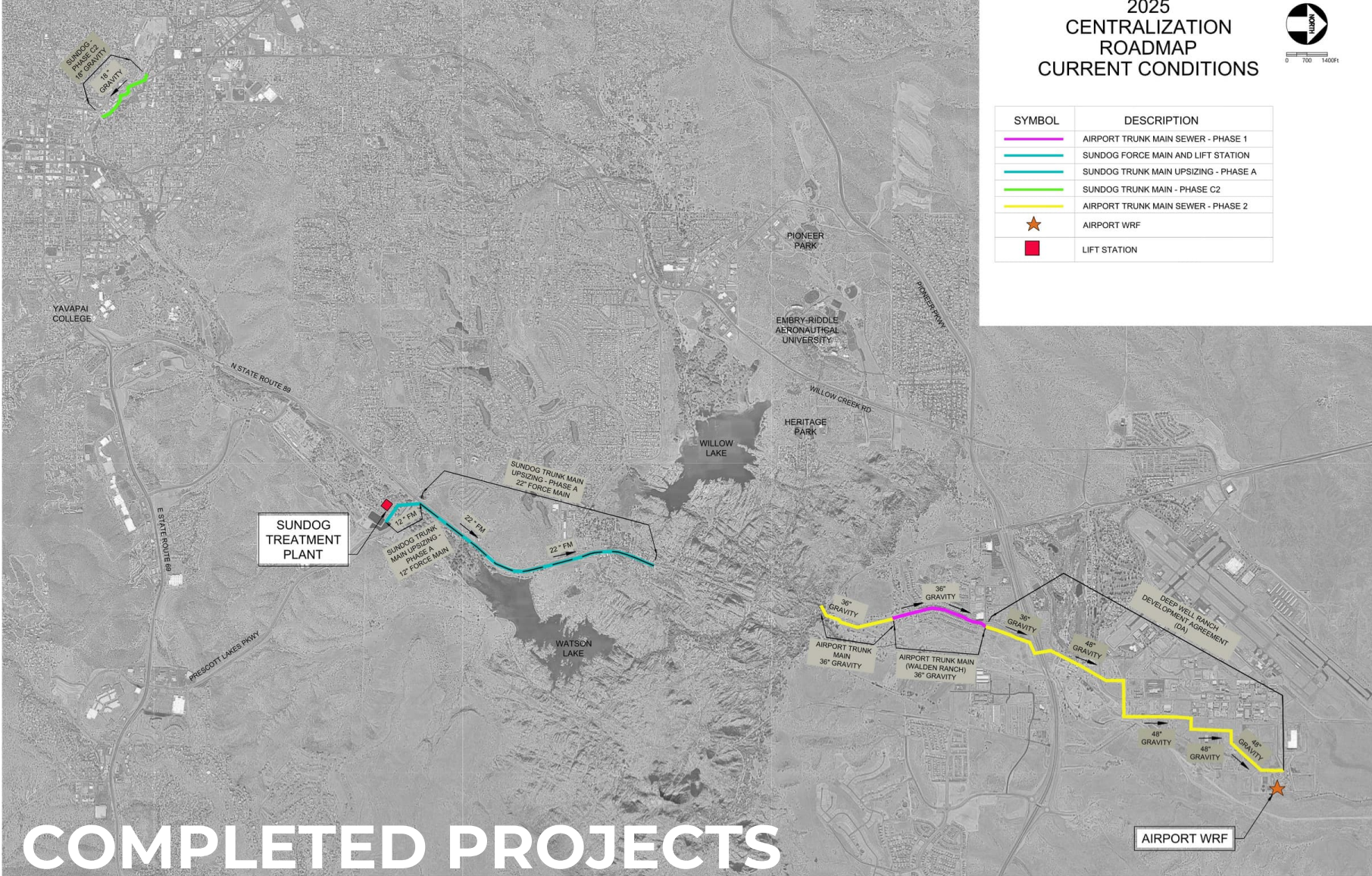
AIRPORT WRF



2025
CENTRALIZATION
ROADMAP
CURRENT CONDITIONS



SYMBOL	DESCRIPTION
	AIRPORT TRUNK MAIN SEWER - PHASE 1
	SUNDOG FORCE MAIN AND LIFT STATION
	SUNDOG TRUNK MAIN UPSIZING - PHASE A
	SUNDOG TRUNK MAIN - PHASE C2
	AIRPORT TRUNK MAIN SEWER - PHASE 2
	AIRPORT WRF
	LIFT STATION



COMPLETED PROJECTS

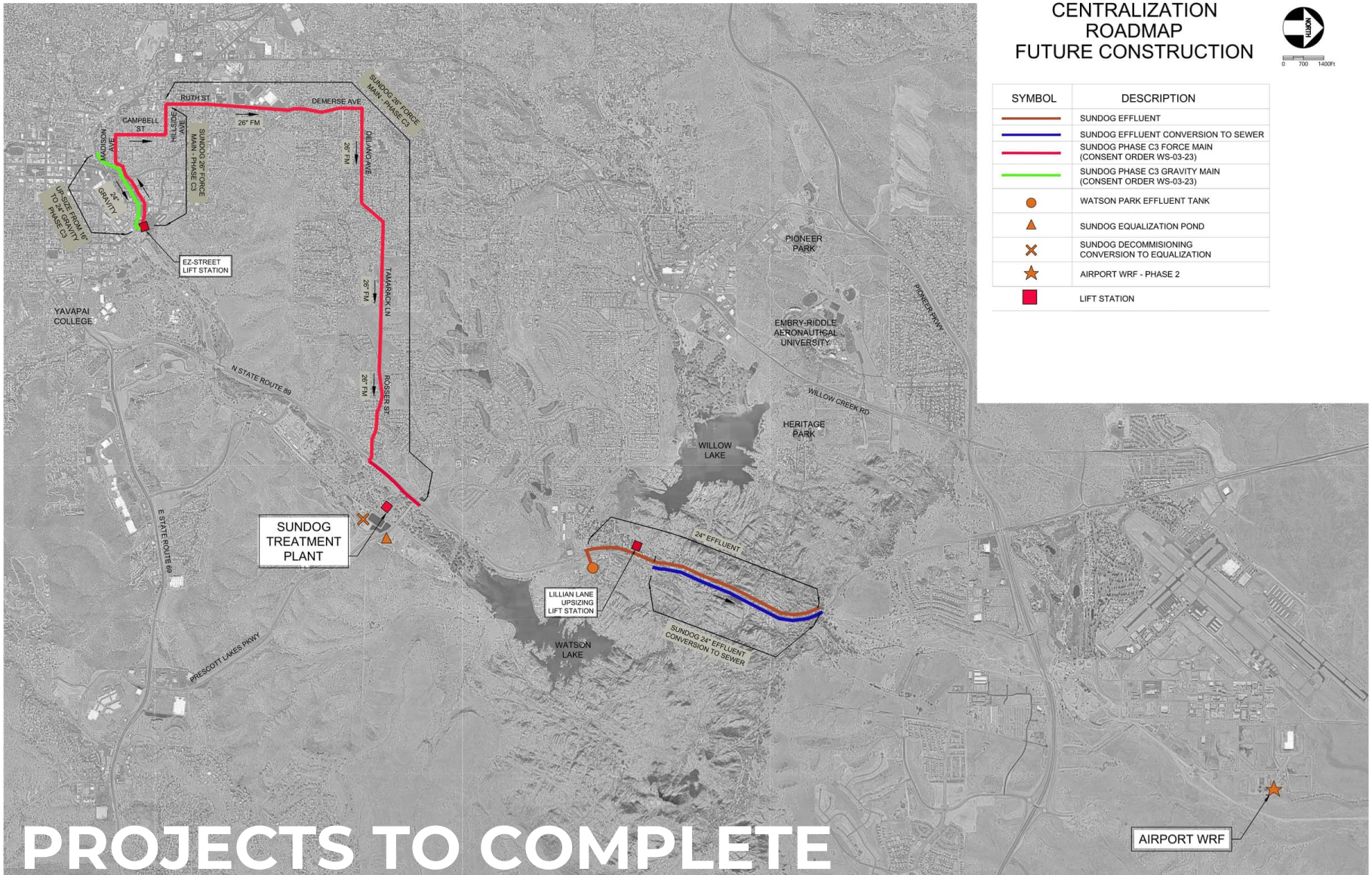
Project	Cost	Completed
Airport Trunk Main Phase 1	\$1,739,835	2017
Sundog Trunk Main Phase A	\$3,068,975	2018
Sundog Lift Station	\$1,936,596	2018
Airport Trunk Main Phase 2A	\$3,642,831	2019
Sundog Trunk Main Phase C1	\$923,825	2019
Airport Trunk Main Phase 2B	\$9,899,942	2020
Sundog Trunk Main Phase B and SR89 Lift Station Design	\$437,677	N/A
Sundog Trunk Main Phase C2	\$4,844,775	2022
Total	\$26,494,456	



CENTRALIZATION ROADMAP FUTURE CONSTRUCTION



SYMBOL	DESCRIPTION
	SUNDOG EFFLUENT
	SUNDOG EFFLUENT CONVERSION TO SEWER
	SUNDOG PHASE C3 FORCE MAIN (CONSENT ORDER WS-03-23)
	SUNDOG PHASE C3 GRAVITY MAIN (CONSENT ORDER WS-03-23)
	WATSON PARK EFFLUENT TANK
	SUNDOG EQUALIZATION POND
	SUNDOG DECOMMISSIONING CONVERSION TO EQUALIZATION
	AIRPORT WRF - PHASE 2
	LIFT STATION



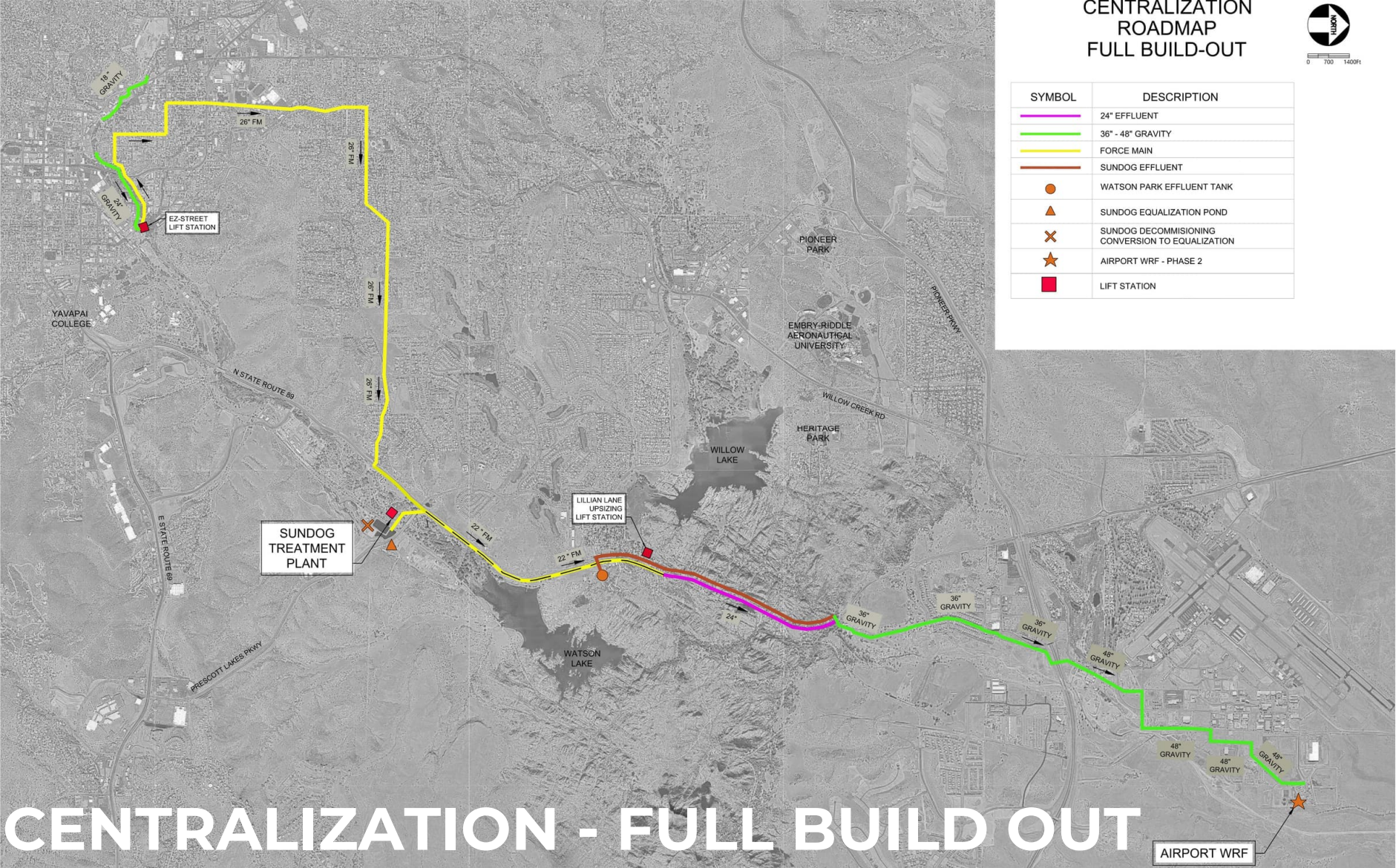
PROJECTS TO COMPLETE

Project	Budgeted Amount Design and Construction	Estimated Construction Year
<p style="text-align: center;">Sundog Phase C3 *ADEQ Consent Order WS-03-23 deadline 7/1/2027</p>	\$40M	FY27 - FY29/30
<p style="text-align: center;">Airport Solids Handling Facility</p>	\$13M	FY27 - FY28
<p style="text-align: center;">SR89 Effluent and Wastewater Pipelines</p>	\$27 - 39M	FY28 - FY30
<p style="text-align: center;">Airport Expansion Phase 2</p>	\$35M	FY31 - FY33
<p style="text-align: center;">Sundog Equalization Basin & Plant Decommissioning</p>	\$2.3M	FY32 - FY33
<p style="text-align: center;">Effluent Tank at Watson Lake Park</p>	TBD	TBD
<p style="text-align: center;">Lillian Lane Receiving Station Upgrade</p>	TBD	TBD
<p style="text-align: center;">Total to be spent</p>	\$117.3M +	
<p style="text-align: center;">Centralization Total</p>	\$143.5M +	

CENTRALIZATION ROADMAP FULL BUILD-OUT



SYMBOL	DESCRIPTION
	24" EFFLUENT
	36" - 48" GRAVITY
	FORCE MAIN
	SUNDOG EFFLUENT
	WATSON PARK EFFLUENT TANK
	SUNDOG EQUALIZATION POND
	SUNDOG DECOMMISSIONING CONVERSION TO EQUALIZATION
	AIRPORT WRF - PHASE 2
	LIFT STATION



CENTRALIZATION - FULL BUILD OUT

AIRPORT WRF

Questions?

www.SR89improvements.com

RESOLUTION NO. 4284-1493

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROVIDING FOR CENTRALIZED WASTEWATER TREATMENT FOR SYSTEM CAPITAL PLANNING.

RECITALS:

WHEREAS, the City's wastewater treatment plants presently accept an average flow of 3.7 million gallons per day (mgd) from 18,425 customer accounts; and

WHEREAS, the Airport Water Reclamation Facility (WRF) treats an average of 1.1 mgd and the Sundog Wastewater Treatment Plant (WWTP) treats an average of 2.6 mgd; and

WHEREAS, wet weather events have generated peak flows in excess of 10 mgd at the Sundog WWTP, and as such are a critical factor in improvement of the wastewater collection and treatment system; and

WHEREAS, the Sundog WWTP, constructed in 1979, was upgraded in 1989, 1999, and 2013, and has a current treatment capacity 3.0 mgd, necessitating that design of additional capacity within the wastewater treatment system be commenced; and

WHEREAS, the Airport WRF was reconstructed in 2014 to an increased treatment capacity of 3.75 mgd, and can be further expanded in phases; and

WHEREAS, centralization of treatment at a single location has been evaluated, with the conclusion that improvements to the collection system and the Airport WRF to perform centralized treatment, and reliance upon the Sundog WWTP to assist with peak flows by accomplishing grit removal, equalization/storage, and pumping, is feasible; and

WHEREAS, wastewater treatment centralization will afford significant advantages including reduction in required capital investment, production of A+ quality effluent for all reuse and recharge purposes, avoidance of full reconstruction of the Sundog WWTP, elimination of recurring odors generated by the Sundog WWTP for more compatible land use, the streamlining of treatment operations and decrease in operating budgets, an opportunity for more sustainable operations (e.g., utilization of methane produced by treatment to offset plant energy costs, and proximity to potential solar power generation); and

WHEREAS, the total capital cost of implementing centralized treatment is estimated to be \$20 million less than the cost of upgrading the Sundog WWTP to maintain present two-plant treatment, thus making centralization the most cost effective approach.

ENACTMENTS:

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

SECTION 1. THAT the Public Works Department is hereby directed to proceed with wastewater system capital planning based upon centralized treatment at the Airport Water Reclamation Facility, to include Phase 2 expansion of that facility.

SECTION 2. THAT the Wastewater Fund Capital Improvement Program, consisting of the various collection and treatment projects contained therein, shall be aligned to the centralized treatment approach.


PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of April, 2015.


MARTIN D. KUYKENDALL, Mayor

ATTEST:


DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:


JON M. PALADINI
City Attorney

ORDINANCE NO. 5060-1600

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS CLEAN WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE BUDGET/FINANCE DIRECTOR OF THE CITY; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT AND THIS ORDINANCE AND DECLARING AN EMERGENCY

WHEREAS, the City of Prescott, Arizona (the "City"), has heretofore applied to the Water Infrastructure Finance of Arizona (the "Authority"), for a loan (the "Loan") from the Authority's Clean water Revolving Fund Program to provide funds for the Wastewater System Centralization Projects and the payment of the City's proportionate share of expenses of administering the Authority's Drinking water Revolving Fund Program and any bonds issued by the Authority with respect thereto (collectively, the "Project"); and

WHEREAS, the terms and conditions under which the Loan will be made and the obligations of the City with respect to the Loan will be set forth in a loan agreement to be executed and delivered by the City and the Authority (the "Loan Agreement"); and

WHEREAS, the Loan and the loan repayments payable by the City pursuant to the Loan Agreement (the "Loan Repayments") will be secured by a pledge of the net revenues of the City's complete wastewater treatment plant and system (the "Source of Repayment"); and

WHEREAS, the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City to enter into and to perform the Loan Agreement, whereby the City will borrow not to exceed \$21,600,000 from the Authority; and

WHEREAS, the Loan shall be repaid on or before thirty (30) years from the date of the execution and delivery of the Loan Agreement and the Loan shall bear interest at a rate not to exceed five percent (5%) per annum; and

WHEREAS, there has been placed on file with the Clerk of the City and presented at the meeting at which this Ordinance was adopted the proposed form of the Loan Agreement;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT, ARIZONA AS FOLLOWS:

Section 1. The form, terms and provisions of the Loan Agreement, in the form of such document (including the exhibits thereto) presented at the meeting at which this Ordinance was adopted are hereby approved, with such insertions, omissions and changes, not inconsistent with the application of the City to the Authority or the requirements of the federal government or the Authority, as shall be approved by the

Budget/Finance Director of the City, the execution of such document being conclusive evidence of such approval, and the Mayor or, in the absence thereof, the Mayor Pro Tem of the City and the Clerk of the City are hereby authorized and directed, for and on behalf of the City, to execute and attest and deliver, respectively, the Loan Agreement.

Section 2. For the payment of the principal of and interest on the Loan, the City shall pay the Loan Repayments provided for in the Loan Agreement. The City shall also pay all other amounts required to be paid by the City pursuant to the provisions of the Loan Agreement.

Section 3. The obligation of the City to pay the Loan Repayments provided for in the Loan Agreement as well as to make the other payments provided for in the Loan Agreement is limited to payment from the Source of Repayment which is pledged therefor pursuant to the Loan Agreement, and the obligations of the City pursuant to the Loan Agreement shall not constitute nor give rise to a general obligation of the City or any claim against its *ad valorem* property taxing powers, or constitute an indebtedness within the meaning of any statutory or constitutional debt limitation applicable to the City.

Section 4. The appropriate officials and officers of the City are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and to consummate the transactions contemplated by the Loan Agreement and by this Ordinance, including, without limitation, the execution and delivery of any closing and other documents reasonably required to be delivered in connection therewith.

Section 5. If any section, paragraph, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Ordinance. The Council of the City hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Loan Agreement pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Ordinance may be held illegal, invalid or unenforceable. All ordinances, resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any ordinance or resolution or any part thereof.

Section 6. All actions of the officers and agents of the City including the Mayor and Council of the City which conform to the purposes and intent of this Ordinance and which further the execution and delivery of the Loan Agreement as contemplated by this Ordinance, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

Section 7. All acts and conditions necessary to be performed by the City or to have been met precedent to and in the execution and delivery of the Loan Agreement in order to make it a legal, valid and binding obligation of the City will at the time of delivery of the Loan Agreement have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the execution and delivery of the Loan Agreement.

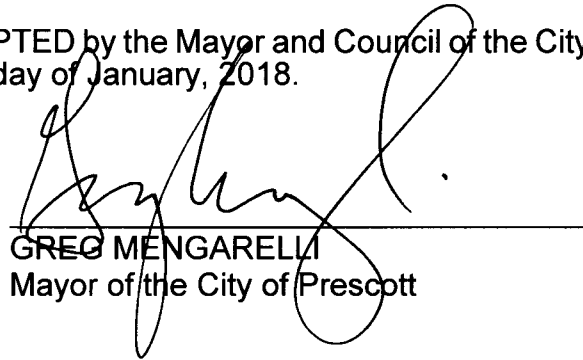
Section 8. All formal actions of the Mayor and Council of the City concerning and relating to the passage of this Ordinance were taken in an open meeting of the Mayor

and Common Counsel of the City, and all deliberations of the Mayor and Council of the City and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 9. The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety of the residents and citizens of the City for the reason that the execution and delivery at the earliest possible date of the Loan Agreement is urgently needed to secure the lowest possible interest cost to the City at the earliest possible time; an emergency is, therefor, declared to exist, and this Ordinance is enacted as an emergency measure and shall be in full force and effect immediately upon its passage and adoption by the Mayor and Council of the City of Prescott, Arizona, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and the laws of the State of Arizona and the Charter of the City.

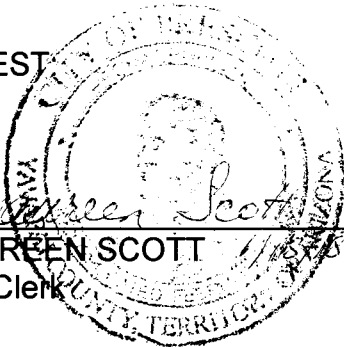
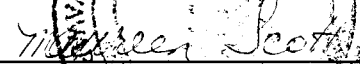
Section 10. After the execution and delivery of the Loan Agreement and upon receipt of the Loan from the Authority, this Ordinance shall be and remain irrevocably until the Loan and the Loan Agreement and the interest thereon shall have been fully paid, cancelled and discharged.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Yavapai County, Arizona, this 9th day of January, 2018.



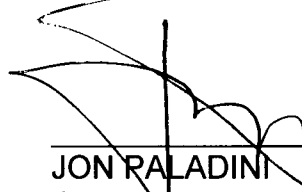
GREG MENGARELLI
Mayor of the City of Prescott

ATTEST

MAUREEN SCOTT
City Clerk

APPROVED AS TO FORM:



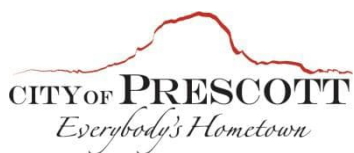
JON PALADINI
City Attorney

CERTIFICATION

I hereby certify that the foregoing Ordinance No. 5060-1600 was duly passed and adopted by the Mayor and the Council of the City of Prescott, Arizona, at a

meeting held on the 9th day of January, 2018, and the vote was 7 ayes and 0 nays and that the Mayor and 6 Council members were present thereat.

Maurice Scott
City Clerk



COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **VOTING MEETING** **8-25-20**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2021-025 with Lyon Engineering for Design and Other Engineering Services for the Sundog Trunk Main Phase C3 Project, in an Amount not to Exceed \$1,466,418.00. Funding is Available in the Wastewater Fund.

FUNDING SOURCE: Wastewater Fund

Approved By: Michael Lamar, City Manager

Item Summary

This Item is for the approval of Contract No. 2021-025 for the Sundog Trunk Main Phase C3 Sewer Project including a regional lift station to Lyon Engineering in an amount not to exceed \$1,466,418.00 for design and engineering services. The design includes the regional lift station, and approximately 25,000LF of 18-inch diameter force main from the new lift station near Sixth Street to the southeast corner of Highway 89 and Prescott Lakes Parkway. The design also includes approximately 2,550 LF of 24-inch gravity sewer main from Sonora Drive connecting to the new lift station in the vicinity of Sixth Street. (See attached vicinity map)

Background

The City has been completing a series of projects to move the wastewater collection and treatment system to a centralized treatment point at the Airport Water Reclamation Facility. This project is another step towards Centralization.

The Sundog Trunk Main was identified within the 2008 Sewer Model as capacity deficient and required upsizing. The project design has been budgeted and in process since FY2012. The original design of the SR89 Lift Station and Sundog Phase B Trunk Main was complete and ready for construction in August, 2018 pending easement acquisition. Public Works and the City Attorney have been unable to negotiate the required easements for construction of this project with the Yavapai-Prescott Indian Tribe's legal team, therefore to complete the needed project, staff is recommending construction of an alternative route for the Sundog Trunk Main. This contract will design the alternative alignment.

AGENDA ITEM: Approval of City Contract No. 2021-025 with Lyon Engineering for Design and Other Engineering Services for the Sundog Trunk Main Phase C3 Project, in an Amount not to Exceed \$1,466,418.00. Funding is Available in the Wastewater Fund.

Portions of the previous designs will be utilized for the new lift station and force main, including significant portions of the lift station plans/project specifications and the portions of the force main along SR89 between Rosser Street and Prescott Lakes Parkway.

This new scope and fee will also complete the design of 2,550 LF of 24-inch gravity sewer main and branch mains from the eastern end of Sonora Drive to the lift station in the vicinity of Sixth Street. This project will directly address existing system capacity issues.

Procurement

Lyon Engineering and Water Works Engineers (sub-consultant) were chosen from the original Request for Proposals (RFP) process and designed the SR89 Lift Station and Sundog Phase B Force Main. Due to their extensive project knowledge and experience Lyon Engineering was asked to provide a scope and fee for the alternative alignment project. A scope of work was developed, and a fee negotiated. (See attached scope and fee)

Project Schedule

Engineering is scheduled to be completed within nine (9) months of the notice to proceed following the schedule below:

Award of Contract	August 25, 2020
Pre-Design Meeting	Week of September 8, 2020
Design Completion	End of FY21

Financial Impact

Funding for this contract in the amount of \$1,466,418.00 is budgeted in FY21 and available from the Wastewater Fund. Funding for the project will be provided by the Water Infrastructure Finance Authority (WIFA) through debt service to the City of Prescott through a low interest loan.

Attachments

1. 01 Sundog C3 Vicinity Map
2. 02 CIP20-016 STM PhC3 Fees August-18_2020
3. 02 CIP20-016 STM PhC3 Scope August-18_2020

AGENDA ITEM: Approval of City Contract No. 2021-025 with Lyon Engineering for Design and Other Engineering Services for the Sundog Trunk Main Phase C3 Project, in an Amount not to Exceed \$1,466,418.00. Funding is Available in the Wastewater Fund.

Recommended Action: MOVE to approve City Contract No. 2021-025.

Potential Route of Force Main





BEFORE THE DIRECTOR OF THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:
Sundog Wastewater Treatment Plant located at
1500 Sundog Ranch Road City of Prescott,
Yavapai County, Arizona
Place ID 840

CONSENT ORDER

Docket No. WS-03-23

I. RECITALS

- A. City of Prescott is the owner and operator of Sundog Wastewater Treatment Plant located at 1500 Sundog Ranch Road, City of Prescott, Yavapai County, Arizona.
B. Katie Gregory is a representative of City of Prescott and certifies that she is fully authorized to execute this Consent Order on behalf of City of Prescott and to legally bind City of Prescott to this Consent Order.
C. The Director of Arizona Department of Environmental Quality (ADEQ) has jurisdiction of this action's subject matter and is authorized to issue this Consent Order pursuant to the Arizona Revised Statutes (A.R.S.) § 49-261 and § 41-1092.07(F)(5).
D. City of Prescott agrees that the Director of ADEQ has jurisdiction of this action's subject matter.
E. This Consent Order contains the full terms of the agreement between City of Prescott and ADEQ.
F. City of Prescott voluntarily agrees to this Consent Order based only on the terms contained in the Consent Order.
G. City of Prescott understands that agreeing to this Consent Order does not resolve any liability that it may have for civil penalties for a violation of any state or federal environmental law.
H. City of Prescott understands that agreeing to this Consent Order does not mean it admits to any civil or criminal liability, or waives any right or assertion of any defense available to City of Prescott under applicable law.

Initials DS KG

- I. City of Prescott does not admit the validity of any Agency Determinations and Findings contained in this Consent Order.
- J. City of Prescott agrees not to dispute the validity or terms of this Consent Order in any future proceeding to enforce the terms of this Consent Order.
- K. City of Prescott retains the right to dispute the validity of any Agency Determinations and Findings contained in this Consent Order in any proceeding other than a proceeding to enforce the terms of this Consent Order.

II. AGENCY DETERMINATIONS AND FINDINGS

The Director makes the following Agency Determinations and Findings that City of Prescott has violated a requirement of A.R.S., the Arizona Administrative Code (A.A.C.), or an ADEQ issued permit, as described below:

A. A.R.S. § 49-255.01(A)

Addition of a pollutant to navigable waters from a point source without a permit.

The City of Prescott notified ADEQ via myDEQ of four Sanitary Sewer Overflows (SSOs) resulting from rainfall and snowmelt inflow and infiltration to the City collection system:

Occurrence Date	Notification Date	Noncompliance Report ID	Estimated Volume (in gallons)
1/17/2023	1/24/2023	79113	413,342
1/17/2023	2/7/2023	81529	5,000
3/22/2023	3/28/2023	84688	9,000
3/21/2023- 3/23/2023	3/28/2023	84635	2,434,500

At the time of this Consent Order negotiation, City of Prescott is compliant with the initial Notice of Violation (NOV) issued February 8, 2023. However, subsequent enforcement action for the February and March SSOs is being managed under this order.

B. Arizona Administrative Code (A.A.C.) § R18-9-E301(B)(3)

Failure to design, construct, or operate a sewage collection system so that the sewage collection system prevents releases of sewage to the land surface through appropriate sizing, capacities, and inflow and infiltration prevention measures throughout the system.

In accordance with Section 2.6.5.3 of the Aquifer Protection Permit (Permit No. P-100353, LTF 78517), City of Prescott submitted the SSO reports (ID Nos. 79113, 81529, 84688, 84635) for the release of sewage to Granite Creek on 1/17/23, 3/22/23, and 3/21-3/23/23. City of Prescott identified an undersized sewer trunk main near Granite Creek as the root cause for the SSO events. To date, City of Prescott has been unable to address the root cause by upgrading the undersized sewer trunk main and requires additional time to correct the root cause.

III. COMPLIANCE SCHEDULE

ADEQ has established the compliance requirements. ADEQ and City of Prescott have agreed on the completion deadlines. City of Prescott agrees to comply with the provisions of this Consent Order as follows:

- A. Within 14 days of the effective date of this Order, City of Prescott shall submit to ADEQ the Inflow & Infiltration (I & I) study outline discussed in III.D of this Consent Order.
- B. On or before August 1, 2023, City of Prescott shall submit to ADEQ documentation demonstrating the completed installation of twenty-nine (29) I & I detection devices at collection basins where I & I is suspected in order to confirm, assess, and prioritize Capital Improvement Projects (CIPs).
- C. On or before August 11, 2023, City of Prescott shall submit to ADEQ an estimate for the cost of the needed inflow protectors referenced in III.F of this Consent Order.
- D. On or before August 1, 2024, City of Prescott shall complete a study focusing on areas of the City collection system with potential to impact Protected Surface Waters due to I & I and shall provide ADEQ with its findings and a plan that results in no further illegal discharges to Protected Surface Waters.

- E. On or before July 1, 2027, City of Prescott shall complete the upgrade of the sewer trunk main along Granite Creek to resolve the sewer trunk main's inadequate capacity.
- F. Within 90 days of City of Prescott becoming aware of a manhole in need of an inflow protector, City of Prescott shall submit to ADEQ documentation demonstrating the installation of an inflow protector to address the need.
- G. Until the sewer trunk main along Granite Creek is upgraded in accordance with III.E, City of Prescott shall demonstrate ongoing adherence to mitigation diversion measures outlined in the City's Capacity, Management, Operations, and Maintenance (CMOM) document by submitted to ADEQ visual evidence of equipment utilized in response to sanitary sewer overflows (SSOs) of 5,000 gallons or greater and the SSO report Form associated with the SSO.

IV. STATUS REPORTS

- A. City of Prescott agrees to submit a written status report to ADEQ every 90 calendar days beginning 90 days from the effective date of this Consent Order, until this Consent Order terminates. Each written status report must:
 - 1. Describe what measures have been taken under Section III of this Consent Order;
 - 2. Include notification of any event that occurs that may delay the performance of any work under this Consent Order. Any notification shall include a written explanation and description of the reasons for the delay in performance; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; and the additional reasonable amount of time necessary to complete the obligations in the Consent Order. A request for a Consent Order Amendment must be clearly identified in any communication with ADEQ. If ADEQ agrees that additional time is necessary and acceptable, ADEQ will contact City of Prescott to discuss amending this Consent Order.
 - 3. Certify when compliance with the requirements of Section III of this Order are achieved;
 - 4. Be accompanied by evidence showing compliance, as appropriate. Evidence showing compliance can include documents, photographs, or copies of any other supporting information that City of Prescott deems necessary.

- B. ADEQ will review the status reports and inform City of Prescott in writing of any disputes. City of Prescott must incorporate all required modifications, changes or other alterations that ADEQ requests within a reasonable time specified by ADEQ.

V. COMPLIANCE WITH OTHER LAWS

- A. This Consent Order does not include issues regarding releases, contamination, sources, operations, facilities or processes not expressly stated by the terms of this Consent Order, and does not interfere with the rights that the State of Arizona or City of Prescott have under any federal or Arizona environmental statutes and rules regarding such issues.
- B. This Consent Order is not a permit of any kind, does not modify any permit of any kind, nor is it an agreement to issue a permit of any kind under federal, state or local law.
- C. This Consent Order does not alter, modify or revoke federal, state, or local law.
- D. This Consent Order is not a defense to any action to enforce any such permits or laws.
- E. City of Prescott has an obligation to:
1. Apply for, obtain, and comply with all applicable permits.
 2. Comply with federal, state or local law.
 3. Comply with the terms of this Consent Order.

VI. SITE ACCESS

Upon presenting credentials to authorized personnel on duty, ADEQ may at any time enter the premises at the Facility in order to observe and monitor compliance with the provisions of this Consent Order. This right of entry is in addition to ADEQ's rights under applicable law.

VII. CORRESPONDENCE

- A. City of Prescott shall send all correspondence by email, mail, or hand delivery, such as documents, materials, plans, notices, or other items under this Consent Order, to:

Arizona Department of Environmental Quality
Water Quality Division
Attention: Robert Agler, Surface Water Inspector & Case Manager
1110 West Washington Street
Phoenix, Arizona 85007-2935
Telephone: 602.809.8006
Email: agler.rob@azdeq.gov

- B. Any submission to ADEQ is treated as submitted when ADEQ receives it.
- C. ADEQ shall send all correspondence by email, mail, or hand delivery under this Consent Order to:

Katie Gregory
201 N. Montezuma St., Prescott, AZ 86301
928.777.1435
Katie.Gregory@Prescott-AZ.gov

VIII. RESERVATION OF RIGHTS

- A. ADEQ agrees to this Consent Order based solely upon currently available information. If additional information is discovered, which indicates that the actions under this Consent Order are or will be inadequate to protect human health, safety, or the environment, or to conform with applicable federal or state laws, ADEQ has the right to require further action.
- B. ADEQ has the right to:
 - 1. Seek civil penalties for any and all violations of A.R.S. Title 49 or the applicable rules, occurring before the effective date of this Consent Order;
 - 2. Disapprove City of Prescott's work that fails to comply with this Consent Order;
 - 3. Take enforcement action for any and all violations of this Consent Order; and,
 - 4. Take enforcement action for any and all violations of A.R.S. Title 49 or the applicable rules, occurring after the effective date of this Consent Order.
- C. As to this Consent Order, City of Prescott waives all rights to appeal this Order under A.R.S. Title 41, pursuant to the ability to waive this right based on A.R.S. § 41-1004.

IX. VIOLATIONS OF ORDER

If City of Prescott fails to comply with this Consent Order, City of Prescott can be liable for other administrative or judicial sanctions, including civil penalties under A.R.S. § 49-262, the same as if for a violation of any State or Federal environmental law.

X. SEVERABILITY

If a court of law declares that any provision of this Consent Order is invalid or unenforceable, all other provisions of this Consent Order remain in full force and effect.

XI. AMENDMENTS

Any amendments of this Consent Order must be in writing and City of Prescott and ADEQ both must approve the amendments. Upon a showing that an event has occurred that may reasonably delay performance of any work under this Consent Order, ADEQ may amend the deadlines in this Order.

XII. EFFECTIVE DATE

The effective date of this Consent Order is the date this Consent Order is signed by ADEQ and City of Prescott. If ADEQ and City of Prescott sign on different dates, the later date is the effective date of this Consent Order.

XIII. PARTIES BOUND

City of Prescott is responsible, and will remain responsible, for carrying out all activities required under this Consent Order, regardless of change in ownership, corporate status, or partnership status, or transfer of assets or real or personal property relating to the subject of this Consent Order, unless:

- A. The Party to whom the right, title, or interest has been sold, transferred, or assigned agrees in writing to fulfill the obligations of this Consent Order; and,
- B. ADEQ approves the provisions transferring the obligation.

XIV. TERMINATION

- A. ADEQ will notify City of Prescott in writing that this Consent Order is ended when ADEQ determines that City of Prescott has demonstrated that all of the terms of this Consent Order have been completed or satisfied.
- B. If ADEQ denies City of Prescott's request for termination, ADEQ will notify City of Prescott in writing and describe which terms of the Consent Order have not been completed to ADEQ's satisfaction.
- C. ADEQ reserves the right to terminate this Consent Order unilaterally at any time for any reason, but will notify City of Prescott in writing as to the reason(s) for termination.

Signed on 8/1/2023.

DocuSigned by:

Josephine Maressa

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Josephine Maressa, Deputy Division Director
Surface Water Protection Section
Arizona Department of Environmental Quality

CONSENT TO ORDER

Katie Gregory, on behalf of City of Prescott acknowledges that she has read all of the Consent Order. City of Prescott agrees:

- A. With the statements made,
- B. To this Consent Order with the Arizona Department of Environmental Quality, and,
- C. That City of Prescott will comply with Consent Order and waive any right to appeal.

Signed on 8/1/2023.

DocuSigned by:

Katie Gregory

F94A40067C10462...
Katie Gregory
City Manager

I HEREBY CERTIFY that on 8/1/2023, the **ORIGINAL** was filed in the facility file located at:

Arizona Department of Environmental Quality
1110 W Washington St
Phoenix, AZ 85007-2935

I HEREBY CERTIFY that on 8/1/2023, a true and correct copy was emailed, if provided, or sent via USPS regular mail to:

Katie Gregory
201 N. Montezuma St., Prescott, AZ 86301
Katie.Gregory@Prescott-AZ.gov

I HEREBY CERTIFY that on 8/1/2023, a true and correct copy was emailed, if provided, or sent via USPS regular mail to:

Arizona Department of Environmental Quality
Office of Administrative Counsel

Curtis Cox, Chief Counsel, Environmental Enforcement Section, Office of the Attorney General
Leigh Padgitt, Unit Manager, Inspections & Compliance Unit
Timothy Pippenger, Unit Manager, Inspections & Compliance Unit
Robert Agler, Case Manager, Inspections & Compliance Unit

ATTN: Leslie Horton
Yavapai County Community Health Services
1090 Commerce Dr., Prescott, AZ 86305
LHorton@yavapaicountyaz.gov

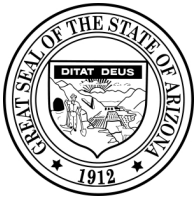
US EPA Region 9
75 Hawthorn St., ENF-3-1
San Francisco, CA 94105
R9npdes@epa.gov

DocuSigned by:

Veronica Cabral

91CB831A12994E3

Hearing Administrator



Katie Hobbs
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Karen Peters
Cabinet Executive Officer
Executive Deputy Director

Case ID #: 217255

December 22, 2023

City Of Prescott
Attention: Scott Gregorio
1500 Sundog Ranch Rd
Prescott, AZ 86301

Subject: Opportunity to Correct Deficiencies
City Of Prescott - Sundog WWTP, Place ID 840
1500 Sundog Ranch Rd / Prescott, AZ 86301

Dear Mr. Gregorio:

This Notice of Opportunity to Correct Deficiencies (NOC) is an informal compliance assurance tool used by the Arizona Department of Environmental Quality (ADEQ) to provide a responsible party (such as a facility owner or operator) an opportunity to correct one or more deficiencies of an environmental requirement and describes the facts known to ADEQ at the time of issuance. ADEQ has reason to believe that City Of Prescott as the owner/operator of City Of Prescott - Sundog WWTP has violated a requirement of Arizona Revised Statutes (A.R.S.), a rule within the Arizona Administrative Code (A.A.C.), or an applicable permit, license, or administrative order. The purpose of this letter is to allow you an opportunity to correct these deficiencies without enforcement by ADEQ. If this NOC is a result of an inspection then the NOC also serves as a monthly status update as required by A.R.S. § 41-1009(J). See the Evidence of Compliance section below for the actions necessary to demonstrate resolution of the alleged violation(s).

An ADEQ inspection or file review of the facility was completed on December 21, 2023 and revealed the below alleged violation(s).

I. LEGAL AUTHORITY and NATURE OF ALLEGED VIOLATION(S)

1. **A.A.C. R18-9-B702(H)(4)(b)**

Application of reclaimed water to any area other than a direct reuse site.

During the December 21, 2023 inspection, the ADEQ inspector observed reclaimed water that had pooled in a stormwater retention basin. The facility stated that there is a leak in the reclaimed pipeline that has not been located to date, which is causing reclaimed water to continue seeping into the basin.

II. EVIDENCE OF COMPLIANCE

If you believe this Notice contains violations that did not occur, please submit evidence within 10 calendar days of receipt of the Notice demonstrating that the violation(s) never occurred. Upon receipt of such evidence, if ADEQ agrees that the violation(s) did not occur ADEQ will either rescind or amend the Notice. ADEQ will notify you with the conclusion of its evaluation.

Otherwise, please provide evidence of compliance by meeting the conditions below. If ADEQ recommends a condition to assist you in achieving compliance, it will clearly note that the condition is recommended to be met and is not required by law.

Main Office

1110 W Washington Street ● Phoenix, AZ 85007
(602) 771-2300

Southern Regional Office

400 W Congress Street ● Suite 433 ● Tucson, AZ 85701
(520) 628-6733

www.azdeq.gov

Printed on recycled paper

1. Within 90 calendar days of receipt of this letter, please submit a root cause analysis of the affected area of the reclaimed pipeline to identify location(s) and source(s) of the leak.
2. Within 120 calendar days of receipt of this letter, please submit documentation that all leaks in the affected area have been repaired, and that there is no reclaimed water leaking into the stormwater retention basin.
3. Within 120 calendar days of receipt of this letter, please submit documentation of an operation and maintenance plan for the reclaimed water system.

III. SUBMITTING COMPLIANCE EVIDENCE

Please send all compliance evidence and any other written correspondence regarding the Notice by email to spartz.ashley@azdeq.gov or by mail to the following address:

Arizona Department of Environmental Quality, Attention: Ashley Spartz, Ground Water Protection Inspection and Compliance Unit, 1110 W Washington St, Phoenix, AZ 85007 MC: 5415B-3

IV. OFFER TO MEET

ADEQ is willing to meet regarding this Notice and can provide information on how to return to compliance. To obtain additional information about this Notice or to schedule a meeting to discuss this Notice, please contact Ashley Spartz at (520) 839-7105.

Although ADEQ has the authority to issue appealable administrative orders compelling compliance, this letter has no such force or effect. ADEQ may verify compliance by on-site inspection or other appropriate means and may initiate enforcement if necessary. Within 30 days of receipt of your response to this letter, ADEQ will notify you whether the facility is in substantial compliance.

Sincerely,



Ashley Spartz
Ground Water Protection Inspection and
Compliance Unit



TO: MAYOR AND CITY COUNCIL
AGENDA: January 27 Study Session
DATE: January 27, 2026
DEPT: Community Development
ITEM #: 3.C
SUBJECT: Presentation & Discussion Regarding Watson Woods Riparian Preserve In-Lieu Fee (ILF) Program & Conservation Easement.

ITEM SUMMARY

This item is for city staff and representatives from Prescott Creeks will provide a presentation discussing the Watson Woods Riparian Preserve US Army Corps of Engineers In-Lieu Fee Program and proposed conservation easement.

BACKGROUND

The Watson Woods Riparian Preserve was established in 1995 through a lease agreement with Prescott Creeks. Since that time, the City and Prescott Creeks have worked together to restore the Preserve and provide a public trail system for hiking and wildlife viewing. In 2013, a US Army Corps of Engineers In-Lieu Fee Program was established within the Watson Woods Riparian Preserve. Under this program, the mitigation sponsor (Prescott Creeks) collects funds from permittees (developers) and provides compensatory mitigation required by the Corps in lieu of the permittee providing their own mitigation within the developed site. These funds are further used for the long-term management of the Watson Woods Riparian Preserve. Although the program was started in 2013, the program requires a site protection instrument, in this case a conservation easement, to ensure the long-term protection of the compensatory mitigation site. Council will ultimately be asked to vote to grant the conservation easement so Watson Woods Riparian Preserve can be formally established as a mitigation site in compliance with federal regulations for the In-Lieu Fee Mitigation Program.

On May 28, 2024, a presentation was provided to the Council on the proposed conservation easement, update of the lease agreement, and creation of a joint management plan for the Preserve. This presentation will provide an update for each of these components and a general understanding of the status of the program. A draft copy of the conservation easement is provided in Attachment 1. Note that the conservation easement is a standard template used by the US Army Corps for In-Lieu fee programs with specific modifications for the Watson Woods Riparian Preserve shown as colored markups. A draft copy of the new lease is provided as Attachment 2, and a draft copy of the Work Plan for the Preserve is provided as Attachment 3. The Work Plan, although not finalized, is complete to a sufficient level to demonstrate the objectives of the In-Lieu Fee Program. The intent of the study session is to provide information on progress of the project and elicit feedback from Council prior to taking the conservation easement, new lease, and joint management plan to vote.

FINANCIAL IMPACT

There is no fiscal impact at this time.

RECOMMENDED ACTION

This item is for discussion only. No formal action will be taken.

ATTACHMENTS

1. Watson Woods Conservation Easement Enabling Instrument Exhibit H
2. Watson Woods Conservation Easement Exclusion Areas Lease Draft
3. WWRP ILF Work Plan
4. Watson Woods Presentation

Exhibit H: Real Estate Instrument

As individual ILF Projects are proposed and approved by formal Instrument Modifications per Exhibit C, a conservation easement or other similar protective instrument will be executed in accordance with the template included in this Exhibit H. Long-term protection of an ILF Project pursuant to Section V.B.5 of this Instrument may also be secured through the recording of a restrictive covenant drafted substantially in the same form as the Conservation Easement template attached and as approved for each ILF Project by the IRT pursuant to V.B.5.

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
Address)
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Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, 20__ by the City of Prescott, an Arizona municipal corporation, (“**Grantor**”), in favor of Prescott Creeks Preservation Association, an Arizona non-profit corporation, (“**Grantee**”) with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately ____ acres, located in the City of Prescott, County of Yavapai, State of Arizona, designated Assessor Parcel Number(s) _____ (the “Property”). The Property is legally described on **Exhibit “A”** attached hereto and incorporated by this reference. Grantor intends to grant a conservation easement over a ____-acre portion of the Property (the “**Easement Area**”). The Easement Area is legally described and depicted in **Exhibit “B”** attached hereto and incorporated herein by this reference.

B. The Easement Area, within an urbanized area, possesses aquatic, wildlife, and habitat values of great importance to Grantee, the people of the State of Arizona and the people of the United States. The Easement Area will provide high quality natural, restored and/or enhanced habitat for Arizona Special Status Species and other sensitive species, including but not limited to Broadleaf Lupine (*Lupinus latifolius*), Arizona Toad (*Anaxyrus microscaphus*), Lowland Leopard Frog (*Rana yavapaiensis*), narrowheaded garter snake (*Thamnophis rufipunctatus*), Mexican garter snake (*Thamnophis eques*), Swainson's Hawk (*Buteo swainsoni*), Common Black Hawk (*Buteogallus anthracinus*), Yellow-billed Cuckoo (*Coccyzus americanus*), Southwestern Willow Flycatcher (*Empidonax traillii extimus*), Bald Eagle (*Haliaeetus leucocephalus*), Belted Kingfisher (*Megaceryle alcyon*), Monarch (*Danaus Plexippus*), ~~specify listed and sensitive plant and/or animal species~~ and contain Freshwater Forested/Shrub (primarily consisting of Riparian Woodlands consisting of Cottonwood (*Populus*) and Willow (*Salix*)), Freshwater Emergent (wetland), Grassland native habitats, as well as Disturbed Annual and Siberian Elm (*Ulmus pumila*) non-native habitats~~list habitats; native and/or non-native~~, ~~include the following phrase only if there are jurisdictional wetlands~~; and restored, created, enhanced and/or preserved jurisdictional waters of the United States or State Protected Surface Waters. Individually and collectively, these wildlife and habitat values comprise the “**Conservation Values**” of the Easement Area.

C. Grantee is authorized to hold conservation easements pursuant to Arizona Revised

Statutes § 33-271, et seq. Specifically, Grantee is an entity identified in Arizona Revised Statutes § 33-271(3)(b) and otherwise is authorized to acquire and hold title to real property.

D. The United States Army Corps of Engineers (“**USACE**”) is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act, and is a third party beneficiary of this Conservation Easement.

E. This Conservation Easement is granted pursuant to the In-Lieu Fee Enabling Instrument (the “**ILFEI**”) by and between Grantee, the Los Angeles District of USACE, Region IX of the United States Environmental Protection Agency (“**USEPA**”), the U.S. Fish and Wildlife Service (USFWS), the Arizona Game and Fish Department (AGFD), the Arizona Department of Environmental Quality (ADEQ), Pima County, and the City of Phoenix dated July 22, 2013, and the Development Plan (the “**Development Plan**”), and the Interim Management Plan and Long-Term Management Plan (as applicable, the “**Management Plan**”) created under the ILFEI. USACE, USEPA, USFWS, AGFD, ADEQ, Pima County, and the City of Phoenix are together referred to in this Conservation Easement as the “**Signatory Agencies.**” The ILFEI, the Development Plan and the Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

F. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals, which are hereby incorporated, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and State of Arizona, including Arizona Revised Statutes § 33-271, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area of the nature and character and to the extent hereinafter set forth (“**Conservation Easement**”). This Conservation Easement shall run with the land and be binding on Grantor’s heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Easement Area or any portion of it.

1. Purposes.

(a) The purposes of this Conservation Easement are to ensure that the Easement Area will be retained in perpetuity in its natural, restored, or enhanced condition as contemplated by the ILFEI, the Development Plan, and the Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the ILFEI, the Development Plan and the Management Plan.

(b) The term “**Natural Condition,**” as referenced in the preceding paragraph and other

portions of this Conservation Easement, shall mean the condition of the Easement Area, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Easement Area that occur directly as a result of the following activities:

(1) Compensatory mitigation activities, including implementation, maintenance and monitoring as described in the Development Plan and Management Plan; or

(2) Activities described in Section 4 and Section 6 herein.

(c) Except as otherwise identified in accordance with this Conservation Easement, Grantor represents and warrants that there are no structures or improvements existing on the Easement Area at the time this grant is executed, except those depicted in Exhibit “B.” Grantor further represents and warrants that there are no other previously granted easements existing on the Easement Area that interfere or conflict with the Purposes of this Conservation Easement, as evidenced by the Title Report attached at **Exhibit “C.”** The present Natural Condition is evidenced in part by the depiction of the Easement Area attached on **Exhibit “D,”** showing all relevant and plottable property lines, easements, dedications, improvements, boundaries and major, distinct natural features such as state waters and/or waters of the United States. Grantor has delivered further evidence of the present Natural Condition to Grantee and USACE consisting of (1) a color aerial photograph of the Easement Area at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Easement Area boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Area.

(d) If a controversy arises with respect to the current Natural Condition of the Property, Grantor, Grantee or USACE or any designees or agents of Grantor, Grantee, and USACE shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

2. Grantee’s Rights. To accomplish the Purposes of this Conservation Easement, Grantor, its successors and assigns hereby grants and conveys the following rights to Grantee. These rights are also granted to the USACE or its designees as third party beneficiaries of this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Easement Area; and

(b) To enter upon the Property and Easement Area at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement, the ILFEI, the Development Plan and the Management Plan, to implement at Grantee’s sole discretion consistent with the Watson Woods Riparian Preserve Joint Management Plan executed by Grantor and Grantee (“Joint Management Plan”), Development Plan and Management Plan activities that have not been implemented, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor’s authorized use and quiet enjoyment of the Easement Area; and

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the

Purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use that is inconsistent with the Purposes of this Conservation Easement; and

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the Purposes of this Conservation Easement; and

(e) All present and future development rights allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, nor any other property adjacent or otherwise; and

(f) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement; and

(g) The right to enhance native plant communities, including the removal of non-native species, the right to plant trees and shrubs of the same type as currently existing on the Easement Area, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Easement Area or the Purposes of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

3. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantee, and their respective agents, and third parties are expressly prohibited:

(a) Introduction of nuisance water, such as any drainage or overflow, including but not limited to water from pools, aquariums, waterbeds and fountains, and unseasonable and supplemental watering, except nuisance water associated with irrigation outside the Easement Area by adjacent homeowners or others and the natural drainage of rainfall and water related to Grantee's habitat enhancement activities as set forth in the Development Plan;

(b) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species except as set forth in the Development Plan or Management Plan;

(c) Use of off-road vehicles and use of any other motorized vehicles except in the execution of management duties [consistent with the Development Plan, Management Plan by Grantee, and the Joint Management Plan by Grantor and Grantee,](#) or the provision of emergency services, [including fire, by Grantor and Grantee;](#)

(d) Grazing or other agricultural activity of any kind;

(e) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;

- (f) Residential, commercial, retail, institutional, or industrial uses;
- (g) Any legal or de facto division, subdivision or partitioning of the Easement Area;
- (h) Construction, reconstruction or placement of any building, road, wireless communication cell towers, billboard, sign, or any other structure or improvement of any kind except those signs specifically allowed under Section 5(e) or as specifically provided for in the Development Plan or Management Plan;
- (i) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;
- (j) Planting, gardening, or introduction or dispersal of non-native plant or animal species;
- (k) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Easement Area;
- (l) Altering the surface or general topography of the Easement Area, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Easement Area with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Development Plan or Management Plan;
- (m) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials, (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, (4) completing the Development Plan and Management Plan, (5) activities described in Section 2, (6) or fire fuels mitigation as approved by both parties and necessary for public safety;
- (n) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters except for as specifically provided for in the Development Plan or Management Plan;
- (o) Creating, enhancing, and maintaining fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression) or other activities that could constitute fuel modification zones;
- (p) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, round water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are

customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area;

(q) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the use or activity in question; and

(r) No use shall be made of the Easement Area, and no activity thereon shall be permitted, that is or is likely to become inconsistent with the Purposes of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Conservation Easement. Grantee, therefore, in its sole discretion, may determine whether (1) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (2) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement.

4. Grantor's Duties. To accomplish the Purposes of this Conservation Easement as described in Section 1, Grantor, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement;

(b) Cooperate with Grantee in the protection of the Conservation Values;

(c) [In accordance with the process described in the Joint Management Plan](#), repair and restore damage to the Easement Area directly or indirectly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties within Grantor's control; provided, however, Grantor, its successors or assigns shall not engage in any repair or restoration work on the Easement Area without first consulting with the Grantee and USACE; and

(d) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

5. Grantee's Duties. To accomplish the Purposes of this Conservation Easement as described in Section 1, Grantee, its successors and assigns shall:

(a) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Easement Area; and

(b) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Signatory Agencies on an annual basis; and

(c) Undertake construction, maintenance and monitoring of mitigated areas pursuant

to the Development Plan and Interim Management Plan until issuance of final approval from the USACE confirming that Grantee has successfully completed construction, maintenance and monitoring of mitigated areas pursuant to said Plans (“**Final Approval**”). This duty is non-transferable;

(d) Upon receipt of Final Approval, perform long-term management of the Easement Area pursuant to the Long-Term Management Plan;

(e) Within 120 days of recordation of this Conservation Easement [and consistent with the Joint Management Plan](#), install signs and other notification features saying “Natural Area Open Space,” “Protected Natural Area,” or similar descriptions. Prior to erection of such signage, the Grantee shall submit plans showing the location and language of such signs to the USACE for review and approval;

(f) [In accordance with the process described in the Joint Management Plan](#), repair and restore damage to the Easement Area directly or indirectly caused by Grantee, Grantee’s guests, representatives, employees or agents, and third parties within Grantee’s control provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Easement Area that is not addressed in the Development Plan or Management Plan without first consulting with USACE.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not prohibited or limited by, and are consistent with, the Purposes of this Conservation Easement.

7. Enforcement.

(a) Right to Enforce. Grantor, its successors and assigns, grant to the USACE, the U.S. Department of Justice, and the State Attorney General a discretionary right to enforce this Conservation Easement in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. The USACE, U.S. Department of Justice, and the State Attorney General shall have the same rights, remedies and limitations as Grantee under this Section 7. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above. The term “Party” means Grantor or Grantee, as the case may be. Grantor, Grantee, and any third party beneficiaries, when implementing any remedies under this easement, shall provide timely written notice to each other of any actions taken under this section, including, but not limited to copies of all notices of violation and related correspondence.

(b) Notice of Violation. In the event that either Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or third party beneficiaries may demand the cure of such violation. In such a case, the non-violating Party and/or third party beneficiaries shall issue a written notice to the violating Party (hereinafter “**Notice of Violation**”) informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of

Violation shall be sent to the other Party and third party beneficiaries listed under Section 15 of this Conservation Easement.

(c) Time to Cure. The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party and/or third party beneficiaries, as the case may be, for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the notice of violation, it shall issue a written notice of such dispute (hereinafter “**Notice of Dispute**”) to the appropriate Party and/or third party beneficiary within thirty (30) days of receipt of written Notice of Violation.

(d) Failure to Cure. If the violating Party fails to cure the violation within the time period(s) described in Section 7(c), above, or Section 7(e)(2), below, the non-violating Party and/or third party beneficiaries may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or third party beneficiaries may:

(1) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Easement Area. Prior to implementation of any remedial or restorative actions pursuant to this paragraph, USACE shall be consulted.

(2) Enjoin the violation by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Obtain other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury.

(e) Notice of Dispute.

(1) If the violating Party provides the non-violating Party and/or third party beneficiaries with a Notice of Dispute, as provided herein, the non-violating Party and/or third party beneficiaries shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party and/or third party beneficiaries receive the Notice of Dispute. The non-violating Party and/or third party beneficiaries shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party and/or third party beneficiaries is appropriate in light of the violation.

(2) If, after reviewing the violating Party’s Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party and/or third party beneficiaries determine that a violation has occurred, the non-violating Party and/or third party beneficiaries shall give the violating party notice of such

determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party and/or third party beneficiaries for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) Conflicting Notices of Violation.

(1) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter "Active Notice(s) of Violation") such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter "Notice of Conflict") to the non-violating Party and/or third party beneficiaries issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries within fifteen (15) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(2) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure recommended in such notice within the time period(s) described in Section 7(c) above. Notwithstanding Section 7(g), failure to cure within said time period(s) shall entitle the non-violating Party to the remedies described in Section 7(d) and Section 7(h).

(3) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party's ability to claim a conflict.

(g) Immediate Action. In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Party and/or third party beneficiary seeking enforcement pursuant to Section 7(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law after giving the violating Party at least twenty four (24) hours' written notice before pursuing such remedies. So long as such twenty-four (24) hours' notice is given, the non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Section 7(c). The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile and shall be copied to the other Party and/or third party beneficiaries listed in Section 15 of this Conservation Easement. The rights of the non-violating Party and/or third party beneficiaries under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. The violating Party agrees that the remedies at law for

any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and third party beneficiaries shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 7(g) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Arizona Revised Statutes § 33-271, *et seq.*, inclusive.

(h) Costs of Enforcement. All costs incurred by a Party, where that Party is the prevailing party, in enforcing the terms of this Conservation Easement against the other Party, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by the non-prevailing Party.

(i) Enforcement Discretion. Enforcement of the terms of this Conservation Easement by a Party and/or third party beneficiary shall be at the discretion of the Party and/or third party beneficiary, and any forbearance by such Party and/or third party beneficiary to exercise its rights under this Conservation Easement in the event of any breach of any term of the Conservation Easement by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the non-violating Party and third party beneficiary of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of the non-violating Party and third party beneficiary under this Conservation Easement. No delay or omission by the non-violating Party and/or third party beneficiaries in the exercise of any right or remedy upon any breach by the violating Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Conservation Easement creates a non-discretionary duty upon the non-violating Party and/or third party beneficiaries to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against the non-violating Party and/or third party beneficiaries by any third parties.

(j) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from:

(1) Any natural cause beyond Grantor's control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement;

(2) Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes;

(3) Acts by Grantee, USACE, or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(k) Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Easement Area resulting from:

(1) Any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(2) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes;

(3) Acts by Grantor, USACE or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantee's control.

Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

8. Access. This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities.

(a) Grantor, its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance by Grantee) of the Easement Area. Grantor agrees Grantee and USACE shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance by Grantee) of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

(b) Hold Harmless.

(1) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence or intentional acts of Grantee or any of its employees; (ii) the obligations or rights specified in Sections 4, 6, 9(a), 10, and 19(1); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party or reimburse Grantee for all charges incurred in defending the action or proceeding.

(2) Grantor shall hold harmless, protect and indemnify USACE and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "**Third-Party Beneficiary Indemnified Party**" and collectively, "**Third-Party Beneficiary Indemnified Parties**") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause and (ii) the obligations or rights specified in Sections 4, 5, 6, 9(a), 10, and 19(1), except that any indemnification under this Section 9(b) shall be inapplicable to Third-Party Beneficiary Indemnified Parties with respect to any Claim due to the negligence or intentional acts only of USACE or any of its employees.

10. Taxes, No Liens. Grantor, its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and USACE with satisfactory evidence of payment upon request. Grantor, its successors and assigns shall keep Grantee's interest in the Easement Area free from any liens.

11. Condemnation. The Purposes of the Conservation Easement is presumed to be the best and most necessary public use, Arizona Revised Statutes § 12-1122 notwithstanding. Nevertheless, if the Easement Area is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

12. Transfers of Conservation Easement or Easement Area.

(a) Conservation Easement. This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not

be unreasonably withheld or delayed, but Grantee shall give Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to Arizona Revised Statutes § 33-271 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Easement Area is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 13.

(b) Easement Area. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the ILFEI, the Development Plan, the Management Plan, [the Joint Management Plan](#), and any amendment(s) to those documents. Grantor further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 13.

13. Merger. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

14. Additional Interests. Grantor shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a “**Transfer**”) any mineral, air, or water right or any water associated with the Easement Area, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) that the proposed interest or Transfer is inconsistent with the Purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Easement Area. This Section 14 shall not limit the provisions of Section 2(d) or 3(p), nor prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Conservation Easement and complies with Section 12. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

15. Notices. Any notice, demand, request, consent, approval, or other communication that

Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: Prescott City Clerk
201 S. Cortez Street
Prescott, Arizona 86303

With a copy to: Prescott City Attorney
221 S. Cortez Street
Prescott, AZ 86303

Prescott Recreation Services Director
125 N. Arizona Street
Prescott, Arizona 86303

To Grantee: Prescott Creeks Preservation Association
PO Box 3004
Prescott, Arizona 86305
Attn: Michael Byrd, Executive Director

With a copy to: District Counsel
U.S. Army Corps of Engineers
Los Angeles District
915 Wilshire Boulevard, Room 1535
Los Angeles, California 90017-3401
FAX: 213-452-4217

U.S. Army Corps of Engineers
Los Angeles District, Tucson Resident Office
5205 E. Comanche St
Tucson, AZ 85707
Attn:

United States Environmental Protection Agency
Region IX, WTR-8
75 Hawthorne Street
San Francisco, CA 94105
Attn:

Wildlife Management Division
Arizona Game and Fish Department
5000 W. Carefree Hwy

Phoenix, AZ 85086-5000

Attn:

Arizona Department of Environmental Quality

Mailstop 5415A-1

1110 W. Washington

Phoenix, AZ 85007

Attn:

Pima County

Office of Conservation Science and Environment

201 N. Stone Ave, 6th Floor

Tucson, AZ 85701

Attn: Julia Fonseca

City of Phoenix

Office of Environmental Programs

200 W. Washington Street

14th Floor

Phoenix, AZ 85003

Attn:

US Fish and Wildlife Service

Arizona Ecological Services Field Office

2321 W. Royal Palm Road, Suite 103

Phoenix, AZ 85021

Attn: Mike Martinez

or to such other address a party or a Signatory Agency shall designate by written notice to Grantor, Grantee and the Signatory Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

The parties agree to accept facsimile signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties, within seventy-two (72) hours after transmission of such a facsimile, the original documents that bear the original signatures.

16. Amendment. This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and written approval of the USACE, which approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the Purposes of this Conservation Easement and Arizona law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Easement Area is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and the Signatory Agencies.

17. Recordation. Grantor shall promptly record this instrument in the official records of - Yavapai County, Arizona and immediately notify the Grantee and USACE through the mailing of a conformed copy of the recorded easement. Grantee may re-record this Conservation Easement at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

18. Estoppel Certificate. Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document, including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor, its successors and assigns.

19. General Provisions.

(a) Controlling Law. The laws of the United States and the State of Arizona, disregarding the conflicts of law principles of such state, shall govern the interpretation and performance of this Conservation Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the Purposes of this Conservation Easement and the policy and purpose set forth in Arizona Revised Statutes § 33-271, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Change of Conditions. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

(d) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(e) Entire Agreement. This document (including its exhibits and ILFEI, the Development Plan, and the Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 15.

(f) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(g) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area. The covenants hereunder benefiting Grantee shall also benefit the USACE as a third party beneficiary.

(h) Termination of Rights and Obligations. Except as otherwise expressly set forth in this Conservation Easement and provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

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

(k) Exhibits. All Exhibits referred to in this Conservation Easement are attached and incorporated herein by reference.

(l) No Hazardous Materials Liability.

(1) Grantor represents and warrants that there has been no release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area.

(2) Without limiting the obligations of Grantor under Section 9(b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties (defined in Section 9(b)(1)) from and against any and all Claims (defined in Section 9(b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the

Grantee Indemnified Party or reimburse Grantee for all charges incurred in defending the action or proceeding.

(3) Without limiting the obligations of Grantor under Section 9(b)(2) herein, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third Party Beneficiary Indemnified Parties (defined in Section 9(b)(2)) against any and all Claims (defined in Section 9(b)(1)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Easement Area at any time, except that this release and indemnification shall be inapplicable to the Third Party Beneficiary Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by third party beneficiaries, their employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives Grantee and USACE any of the following:

(i) The obligations or liabilities of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*; hereinafter, “**CERCLA**”); or

(ii) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or

(iii) The obligations of a responsible person under any applicable Environmental Laws; or

(iv) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(v) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term “**Hazardous Materials**” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 *et seq.*); Arizona state laws regarding hazardous waste control and hazardous substance and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term “**Environmental Laws**” includes, without limitation, any federal, state, local or

administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and USACE that Grantor's activities upon and use of the Easement Area will comply with all Environmental Laws.

(m) Extinguishment. If circumstances arise in the future that render the preservation of Conservation Values, or other Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(n) Warranty. Grantor represents and warrants that Grantor is the sole owner of the Easement Area. Grantor also represents and warrants that, except as specifically disclosed to and approved by the Grantee and USACE pursuant to the Property Assessment signed by Grantor and attached as an exhibit to the ILFEI, [*choose applicable statement*: there are no outstanding mortgages, liens, encumbrances or other interests in the Bank Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement or the holder of any outstanding mortgage, lien, encumbrance or other interest in the Easement Area (including, without limitation, mineral interest) which conflicts or is inconsistent with this Conservation Easement has expressly subordinated such interest to this Conservation Easement by a recorded Subordination Agreement approved by Grantee and the USACE].

(p) Third-Party Beneficiary. Grantor and Grantee acknowledge that the USACE (the "**Third-Party Beneficiary**") is a third party beneficiary of this Conservation Easement with the right of access to the Easement Area and the right to enforce all of the obligations of Grantor and Grantee under this Conservation Easement.

(q) Funding. Funding for the perpetual management, maintenance and monitoring of the Easement Area is specified in and governed by the ILFEI and the Management Plan.

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR: City of Prescott

By:

Signature

Cathey Rusing

Printed Name

Mayor, City of Prescott

Title

State of Arizona

County of Yavapai

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by the City of Prescott, an Arizona municipal corporation, dated _____, 200_, to Prescott Creeks Preservation Association, is accepted by the undersigned officers on behalf of Grantee.

GRANTEE: Prescott Creeks Preservation Association

By:

Signature

Michael Byrd
Printed Name

Executive Director, Prescott Creeks
Title

Date

Signature

Tom Lynott
Printed Name

President, Prescott Creeks Board of Directors
Title

Date

Exhibit A

Legal Description of Property

[See attached]

Exhibit B

Legal Description and Depiction of Easement Area

[See Attached]

Exhibit C

Title Report

[See Attached]

Exhibit D

Map of the major, distinct natural and other features on the Easement Area

[See Attached]

Exhibit E

Annual Inspection Report Form

[See Attached]

January 2026DRAFT
For Discussion Purposes Only

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), dated this ___ day of _____ 2026 (“Effective Date”), is made and entered into by and between the **City of Prescott**, an Arizona municipal corporation (“Lessor”), and **Prescott Creek Preservation Association**, an Arizona non-profit corporation (“Lessee”), or jointly the “Parties.”

WITNESSETH:

WHEREAS Lessor and Lessee entered a Lease dated July 27, 1995, of certain property, known as Watson Woods Riparian Preserve (the “Preserve”), then consisting of approximately 126 acres of riparian habitat including and adjacent to a portion of Granite Creek owned by Lessor (City Contract 95-076; “Original Lease”); and,

WHEREAS the Preserve now consists of approximately ___ acres of riparian habitat including and adjacent to a portion of Granite Creek owned by Lessor, as depicted in Exhibit 1, Record of Survey 1; and,

WHEREAS the general purpose of the Original Lease was for Lessee’s management of the Preserve consistent with Lessee’s non-profit mission of maintaining and improving riparian corridors, water quality, and water quantity, and keeping the Preserve open and available for the enjoyment of Lessor’s residents and visitors for non-commercial use as an open and natural space; and,

WHEREAS the Original Lease contemplated a long-term development plan for riparian restoration and aquatic resource improvements consistent with the Lessor’s purposes and Lessee’s non-profit mission; and,

WHEREAS the term of the Original Lease was 25 years from the date of execution and included an option to extend for an additional 25 years; and,

WHEREAS Lessee exercised the option to extend the Original Lease, and Lessor and Lessee entered a Memorialization of Option to Extend (City Contract 95-076A1) extending the Original Lease until July 27, 2045; and,

WHEREAS Lessee is the Sponsor of a Clean Water Act In-Lieu Fee Program (“ILF Program Sponsor”) under 33 Code of Federal Regulations (“C.F.R.”) Part 332, administered by the U.S. Army Corps of Engineers (“Corps”), and which provides compensatory mitigation for impacts to waters of the U.S. caused by holders of Corps Clean Water Act section 404 permits and those who may be subject to section 404 enforcement actions by enhancing, restoring, and preserving aquatic resources such as riparian habitat and wetlands; and,

WHEREAS the Preserve has been identified as the ILF Program project site to be managed and restored by Lessee for both Clean Water Act section 404 compensatory mitigation and the enjoyment of Lessor’s residents and visitors; and,

WHEREAS as ILF Program Sponsor, Lessee must prepare and execute a mitigation plan under 33 C.F.R. § 332.4, which includes a Development Plan and Long-Term Management Plan, among other things, and which requires a site protection instrument, such as a conservation easement, under 33 C.F.R. § 332.4 and § 332.8 to ensure an ILF Program project site is protected in perpetuity; and,

WHEREAS the Preserve is located within the Proposition 484 area and will be subject to amendments to the last paragraph of Article VIII, Section 12 of the Prescott City Charter to add additional open space and recreation space properties to be protected in perpetuity and,

WHEREAS Lessor and Lessee in certain respects have jointly managed the Preserve under the Original Lease and [intend to execute or executed] a Joint Management Plan , that may be amended from time to time, to reflect the routine management responsibilities of Lessor and Lessee at the Preserve that are not otherwise prescribed by this Lease Agreement, or any other agreement between the Parties, including a conservation easement agreement; and,

WHEREAS Lessor desires to simultaneously grant Lessee a conservation easement for a portion of the Preserve (“Easement Area” or “Conservation Easement”) as the site protection instrument for the ILF Program project site and to grant Lessee a Lease for the portion of the Preserve excluded from the Easement Area (“Lease Area” or “Premises”); and,

WHEREAS Lessor and Lessee desire to terminate the Original Lease and substitute the Original Lease with this Lease on the Effective Date and in conjunction with Lessor’s grant to Lessee of the conservation easement for the Easement Area, as depicted in Exhibit 1; and,

WHEREAS the Lease Area includes recorded easements to several public and private utilities as depicted and described in Exhibit 1. All existing easements shall remain in full force and effect after the execution of this Lease Agreement; and,

WHEREAS this Lease applies to and shall govern the Lease Area depicted and described in Exhibit 1; and,

WHEREAS Lessor and Lessee acknowledge that United States Highway 89 parallels the northwest boundary of the Preserve parcel and any expansion thereof may affect the Premises and require an amendment to this Lease ; and,

WHEREAS Lessor and Lessee further acknowledge that Arizona Public Service Company has applied for a utility easement from Lessor and that, if granted, the utility easement will automatically become a part of this Lease Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to be gained by the performance hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into this Lease Agreement.
2. **Termination of Original Lease**. The Parties hereby agree to terminate the Original Lease to simultaneously substitute it with a separate grant of a conservation easement from Lessor to Lessee for the portion of the Preserve governed by a conservation easement for the Easement Area and this Lease of the portion of the Preserve excluded from the Easement Area, hereinafter the Lease Area or Premises. To the extent applicable law may require notice of termination of the Original Lease it is hereby waived.
3. **Premises Being Leased**. Lessor, in consideration of the covenants and agreements herein undertaken to be kept and performed by Lessee, does hereby lease to Lessee the Premises, subject to all existing easements and encumbrances, as more fully described in Exhibit 1, , and all its appurtenances, buildings, fixtures, backflow prevention devices and associated downstream irrigation pipelines, and improvements now and hereafter erected thereon by Lessee, except the following and their appurtenances, as depicted in Exhibit 2, which shall remain in Lessor's ownership and possession:
 - a. All utilities and structures shown on Figure 1, Watson Woods Riparian Preserve Lease Premise Exemptions - Utilities Map, depicted in Exhibit 2.
 - b. All structures shown on Figure 2, Watson Woods Riparian Preserve Lease Premise Exemptions - Structures Map, depicted in Exhibit 2.
 - c. All trails and roads shown on Figure 3, Watson Woods Riparian Preserve Lease Premise Exemptions - Trails and Roads Key Map, depicted in Exhibit 2.
 - d. All water meters shown on Figure 4, Watson Woods Riparian Preserve Lease Premise Exemptions - Irrigation Map, depicted in Exhibit 2.
4. **Term of Lease and Option to Extend**. The term of this Lease (hereinafter, "Term") shall be for a period of twenty-five (25) years commencing on the Effective Date and ending at midnight on _____, unless sooner terminated as provided in this Lease. Following the initial Term, Lessee shall have the option to extend this Lease for an additional successive twenty-five (25) years. Lessee shall evidence its option to extend this Lease in writing to Lessor at least one-hundred eighty (180) days prior to the original term of the Lease.
5. **Rent**. Lessee shall pay Lessor, during the Term hereof, Rent in the amount of one dollar (\$1.00) for the initial Term upon execution of this Lease and one dollar (\$1.00) upon execution of an extension of this Lease under paragraph 3. Lessee shall pay rent by check payable to the City of Prescott, attn: _____.

6. **Possession and Use of Leased Premises.** Lessee shall use and manage the Premises as identified in Section 3 in a manner consistent with Lessee's non-profit mission, the Joint Management Plan under Section 9, and the Conservation Easement Area of the Preserve.
7. **Assignment or Subletting.** Lessee shall not assign this Lease or any interest herein and shall not sublease the Premises or any part thereof without the prior written consent of Lessor.
8. **Alterations and Improvements.** Lessee may make any structural or non-structural alterations, additions, or improvements to or on the Leased Premises provided such alterations, additions, or improvements are consistent with the purpose of this Lease, in accordance with the Joint Management Plan under Section 9 and in accordance with Proposition 484 amendments to the last paragraph of Article VIII, Section 12 of the Prescott City Charter and are performed in a workmanlike manner, subject to and following any required permits. Such alterations, additions, and improvements made by Lessee may be at Lessee's sole expense or jointly with Lessor. Right, title, and interest in Lessee's personal property shall remain Lessee's sole property.
9. **Joint Management Plan.** Lessee and Lessor [have executed] the Watson Woods Riparian Preserve Joint Management Plan, hereinafter "Joint Management Plan," attached hereto and incorporated herein as Exhibit 3. The Joint Management Plan shall apply to the use and management of the Premises and the Preserve including items 3a-3d. With respect to the Premises, to the extent the Joint Management Plan may conflict with the terms of this Lease, the terms of this Lease shall apply. The Joint Management Plan is to be reviewed every five (5) years between the parties. Any changes to the Joint Management Plan must be approved by both Lessee and Lessor and may be administratively approved by Lessor, without further council action, and any changes and/or amendments to the Joint Management Plan shall be agreed in writing by both Lessee and Lessor. Within ten (10) days of written change to the Joint Management plan, both Parties shall promptly post and maintain the currently approved Joint Management Plan on their respective websites. Each currently approved Joint Management Plan published on the Parties' respective websites shall be automatically incorporated into this Lease.
10. **City Rights for Ingress & Egress.** City personnel shall have the right to and the ability for vehicular access to the Premises for any routine or emergency maintenance of City infrastructure located in the Preserve. In the absence of an emergency, all such vehicular access shall be scheduled through Lessee's personnel and accessed via controlled locations as coordinated through Lessee. In the event of an emergency, the Lessor shall have vehicular access to the Premises, without prior Lessee approval. During emergencies the Lessor shall make every effort to contact Prescott Creeks Preservation Association personnel to notify Lessee of the nature and circumstances of the emergency.
11. **Maintenance and Repair of Structures.** Lessee shall keep the Premises in as good condition as they are on the Effective Date of this Lease, reasonable wear and tear excepted. If Lessee fails to maintain and repair structures on the Premises in good condition, Lessor shall have the right, after thirty (30) days' written notice to Lessee, to complete repairs that are necessary to

protect the public welfare. Lessee agrees to reimburse Lessor for the reasonable cost of such repairs within thirty (30) days of Lessee's receipt of invoices from Lessor.

12. **Liens and Encumbrances.** Lessee agrees to keep the Premises free from any lien created by or due to Lessee's acts or omissions. Lessee agrees to indemnify and hold harmless Lessor from and against any such lien or claims of lien. Lessee shall have no power to do any act or to make any contract that may create lien or encumbrance or be the foundation for any lien upon the Premises.

13. **Insurance.** Lessee shall always during the Term maintain Commercial General Liability Policy of Insurance with limits of at least \$1,00,000 per occurrence and an annual aggregate limit of at least \$2,000,000, and naming Lessor as an additional insured, including, but not limited to, injury or death of any person in connection with the use, operation or condition of the Premises. Lessee shall furnish Lessor with a copy of such policy or policies, necessary endorsements amending the policy or policies and/or a Certificate(s) of Insurance by the insurer. The insurance limits may be increased from time to time as required to reflect current City requirements. Lessor shall give Lessee 90 days' advance notice of any increase in insurance requirements.

14. **Indemnity.** Lessee shall assume all risks incident to the use of the premises and shall, to the fullest extent allowed by law, indemnify, defend and hold harmless, the Lessor, its officers, officials, employees, volunteers, agents and representatives, against any loss, damage, or expenses resulting from personal injury or damage to, or loss of property caused in any manner by Lessee, its customers, agents, officials, employees, volunteers, guests or invitees, and against any loss, damage or expense resulting from Lessee's use of the Leased Premises.

15. **Lessee to Comply with all Laws.** Lessee covenants and agrees that it will comply with all valid laws, ordinances, rules, and regulations of Lessor, the state of Arizona, and county in which the Premises are located, and of the United States, and any governmental authority having jurisdiction over the Premises, applicable to the occupancy or use of the Premises, excluding any law, ordinance, rule or regulation requiring structural improvements to the Leased Premises and any improvements to the Premises during the last year of the Term.

16. **Non-Discrimination Policy.** Lessee will not discriminate on the grounds of race, color, national origin, religion, sex, disability, or familial status in the selection and retention of contractors, including procurement of materials and leases of equipment, nor with respect to making the facilities subject to this agreement available to the public. Lessee will not participate either directly or indirectly in discrimination prohibited by or under 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 1975, the Age Discrimination Act of 1975, the Americans With Disability Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

17. **Conflict of Interest Cancellation.** Pursuant to A.R.S. Section 38-511, Lessor may cancel this agreement without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of Lessor is, at any

time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the 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 agreement on behalf of the Lessor from any other party to the agreement arising as a result of this agreement.

18. **Non-existence of Agency.** It is expressly agreed and understood by and between the parties that as a result of this agreement that neither the Lessee, nor its agents nor employees, shall become a City employee, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. Lessee further agrees that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any office or employee of the City, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

19. **No Warranties.** Lessee shall accept the Premises and improvements in its existing condition. No representations, statements, or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition thereof.

20. **Hazardous Materials.** Lessor agrees to indemnify and hold Lessee harmless from and against all claims and costs arising out of the discovery or removal of hazardous materials or substances that became located on the Premises before Lessee took possession of the Leased Premises. Lessee agrees to indemnify and hold Lessor harmless from and against all claims and costs arising out of the discovery or removal of said hazardous materials or substances on the Premises for which Lessee is responsible.

21. **Quiet Possession.** Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and performing all the covenants and conditions of this Lease Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises, for the Term provided herein, subject to the otherwise applicable terms of this Lease. Such possession is subject to Lessor's right of reasonable inspection of the Premises in accordance with the Joint Management Plan.

22. **Compliance and Default.** Lessee shall comply with the requirements of this Lease. Unless cured within thirty (30) days of written notice from Lessor, the following shall be deemed an event of default by Lessee:

- a. Lessee fails to pay Rent;
- b. Lessee abandons the Premises or this Lease;
- c. Lessee is the subject of voluntary or involuntary bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver, or similar proceeding.

In the event of default, Lessor shall have the right at its election to pursue its remedies against Lessee. Upon Lessor becoming entitled to pursue its remedies against Lessee, Lessor may exercise any remedies available to it under the law, including termination of this Lease and retaking

possession of the Premises. No waiver by Lessor of any default or breach of any covenant, condition, or stipulation contained in this Lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this Lease.

23. **Notices.** Whenever, in the provisions of this Lease, notice is required to be given by either party herein, it shall not be construed to require personal notice, but notice may be given in writing and addressed to such other party and sent to the respective address below.

Notice to Lessor shall be sent to:

Prescott City Manager
201 N. Montezuma Street
Prescott, AZ 86301

With copies to:

Prescott City Attorney
201 N. Montezuma Street
Prescott, AZ 86301

Prescott City Clerk
201 N. Montezuma Street
Prescott, AZ 86301

Prescott Public Works Director
433 N. Virginia Street
Prescott, AZ 86301

Notice to Lessee shall be sent to:

Michael Byrd, Executive Director
Prescott Creeks Preservation Association
P.O. Box 3004
Prescott, AZ 86302

or at such other place as Lessor or Lessee may otherwise in writing require.

24. **Modification or Alteration of Lease.** No modification of the provisions, covenants, conditions, and terms of this Lease shall become effective or take precedence unless such modifications are covered by a written agreement, signed by both the Lessor and Lessee, and made a supplement of this Lease.

25. **Severability.** No provision of this Lease in violation of any law or ordinance shall invalidate this Lease, and any such provision shall be deemed stricken from this Lease and all remaining portions of this Lease shall remain in full force and effect.
26. **Rights of Successors in Interest.** This Lease, including all terms, conditions, and covenants, shall be binding upon and shall inure to the benefit of each of the Parties hereto, their successors, assigns, and legal representatives, the same as if such words had been inserted following the names of Lessor and Lessee, respectively.
27. **Governing Laws.** This Lease shall be governed, construed, and enforced under the laws of the State of Arizona.
28. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original.
29. **Venue.** Lessor and Lessee agree that the exclusive venue for any actions or litigation related to this Lease shall be in the appropriate court in Yavapai County, Arizona.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above (“Effective Date”).

Lessor

City of Prescott, Arizona
An Arizona municipal corporation

By: Cathey Rusing, Mayor

Date:

ATTEST:

Sarah M. Thornhill, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney

Lessee

Prescott Creeks Preservation Association
An Arizona non-profit corporation

Signature

Michael Byrd
Printed Name

Executive Director, Prescott Creeks
Title

Date

Signature

Tom Lynott
Printed Name

President, Prescott Creeks Board of Directors
Title

Date

January 2026 DRAFT
For Discussion Purposes Only

EXHIBIT 1
RECORD OF SURVEY

DRAFT

RESULTS OF SURVEY WATSON WOODS RIPARIAN PRESERVE LEASE AND CONSERVATION EASEMENT AREAS

PORTIONS OF SECTION 23, 24, AND 26,
TOWNSHIP 14 NORTH, RANGE 2 WEST
GILA AND SALT RIVER MERIDIAN,
CITY OF PRESCOTT
YAVAPAI COUNTY, ARIZONA

REFERENCE DOCUMENTS

SCHEDULE B - REPORT OF TITLE
YAVAPAI TITLE AGENCY
OUR NO. 00419213 - DATED AUGUST 26, 2021
SCHEDULE B ITEMS

1. NOT A MAPPED ITEM
2. NOT A MAPPED ITEM
3. NOT A MAPPED ITEM
4. BOOK 3 OF OFFICIAL RECORDS, PAGES 19 TO 22, NO PLOTTABLE IMPACT
5. BOOK 2749 OF OFFICIAL RECORDS, PAGE 597 - NO IMPACT
6. BOOK 11 OF LAND SURVEYS, PAGE 17 - NO IMPACT
7. BOOK 177 OF DEEDS, PAGES 233 AND 234 - HIGHWAY RIGHT OF WAY, PLOTTED HEREON
8. CHINO VALLEY IRRIGATION DISTRICT - NO PLOTTABLE IMPACT
9. BOOK 76 OF OFFICIAL RECORDS, PAGE 239 AND BOOK 266 OF OFFICIAL RECORDS, PAGE 73, PLOTTED HEREON.
10. BOOK 657 OF OFFICIAL RECORDS, PAGE 769 - NO IMPACT
11. BOOK 4602 OF OFFICIAL RECORDS PAGE 11 - NO IMPACT
12. NOT A MAPPED ITEM
13. BOOK 194 OF DEEDS, PAGE 3 - PLOTTED HEREON
14. BOOK 195 OF DEEDS PAGE 80 - PLOTTED HEREON
15. BOOK 359 OF OFFICIAL RECORDS, PAGE 599 - NO IMPACT
16. BOOK 1116 OF OFFICIAL RECORDS, PAGE 7 - NO IMPACT
17. BOOK 2191 OF OFFICIAL RECORDS, PAGE 47 - PLOTTED HEREON
18. BOOK 2399 OF OFFICIAL RECORDS, PAGE 69 - NO IMPACT
19. BOOK 3528 OF OFFICIAL RECORDS, PAGE 429 - NO IMPACT
20. BOOK 3625 OF OFFICIAL RECORDS, PAGE 270 - NO IMPACT
21. BOOK 3773 OF OFFICIAL RECORDS, PAGE 426 - NO IMPACT
22. BOOK 4494 OF OFFICIAL RECORDS, PAGE 184 RE-RECORDED IN BOOK 4520 OFFICIAL RECORDS, PAGE 812 - NO IMPACT
23. BOOK 4556 OF OFFICIAL RECORDS, PAGE 152 - NO IMPACT
24. BOOK 4722 OF OFFICIAL RECORDS, PAGE 170 - NO IMPACT
25. BOOK 4811 OF OFFICIAL RECORDS, PAGE 518 - NO IMPACT
26. BOOK 4811 OF OFFICIAL RECORDS, PAGE 519 - NO IMPACT
27. INSTRUMENT 2017-0009061, OFFICIAL RECORDS - NO IMPACT
28. NOT A MAPPED ITEM
29. BOOK 76 OF OFFICIAL RECORDS, PAGE 240 - NO IMPACT
30. BOOK 103 OF OFFICIAL RECORDS, PAGE 345 - NO IMPACT
31. BOOK 134 OF OFFICIAL RECORDS, PAGE 200 - NO IMPACT
32. BOOK 1860 OF OFFICIAL RECORDS, PAGE 739 - LAND PATENT
33. BOOK 2419 OF OFFICIAL RECORDS, PAGE 430 - LAND PATENT
34. BOOK 2830 OF OFFICIAL RECORDS, PAGE 129 - NO IMPACT
35. BOOK 29 OF MAPS, PAGE 86 - NO IMPACT
36. BOOK 45 OF MAPS, PAGES 23 THROUGH 26 - PRESCOTT LAKES PARKWAY
37. BOOK 12 OF LAND SURVEYS, PAGE 91 - NO IMPACT
38. BOOK 68 OF LAND SURVEYS, PAGES 81 THROUGH 83 AND BOOK 72 OF LAND SURVEYS, PAGE 42, BOOK 85 OF LAND SURVEYS, PAGE 47 AND BOOK 102 OF LAND SURVEYS, PAGE 1 - NO IMPACT
39. BOOK 101 OF LAND SURVEYS, PAGE 39 - NO IMPACT
40. BOOK 177 OF DEEDS, PAGE 234 - HIGHWAY RIGHT OF WAY
41. BOOK 189 OF DEEDS, PAGE 53 - BLANKET EASEMENT FOR POWER LINES. THIS EASEMENT IS NOT PLOTTABLE. THIS EASEMENT DOES IMPACT THIS SITE.
42. BOOK 194 OF DEEDS, PAGE 518 - BLANKET EASEMENT FOR POWER LINES. THIS EASEMENT DOES NOT IMPACT THE SITE.
43. BOOK 284 OF OFFICIAL RECORDS, PAGE 73 - NO IMPACT
44. BOOK 553 OF OFFICIAL RECORDS, PAGE 522 - NO IMPACT
45. BOOK 842 OF OFFICIAL RECORDS, PAGE 158 - NO IMPACT
46. BOOK 1401 OF OFFICIAL RECORDS, PAGE 373 - NO IMPACT
47. BOOK 1837 OF OFFICIAL RECORDS, PAGE 196 - EXPIRED
48. BOOK 2286 OF OFFICIAL RECORDS, PAGE 162 - NO IMPACT
49. BOOK 2830 OF OFFICIAL RECORDS, PAGE 129 - NO IMPACT
50. BOOK 4556 OF OFFICIAL RECORDS, PAGE 135 - NO IMPACT
51. BOOK 4307 OF OFFICIAL RECORDS, PAGE 559 - NO IMPACT
52. BOOK 1730 OF OFFICIAL RECORDS, PAGE 227 - NO IMPACT
53. BOOK 2160 OF OFFICIAL RECORDS, PAGE 968 - NO IMPACT
54. BOOK 2678 OF OFFICIAL RECORDS, PAGE 563 - NO IMPACT
55. BOOK 2598 OF OFFICIAL RECORDS, PAGE 383 - NO IMPACT
56. BOOK 2598 OF OFFICIAL RECORDS, PAGE 394 - NO IMPACT
57. BOOK 3203 OF OFFICIAL RECORDS, PAGE 815 - PREVIOUS LEASE BOUNDARY
58. BOOK 2764 OF OFFICIAL RECORDS, PAGE 727 - NO IMPACT
59. BOOK 2854 OF OFFICIAL RECORDS, PAGE 779 - PLOTTED HEREON
60. BOOK 4929 OF OFFICIAL RECORDS, PAGE 458 - PLOTTED HEREON
61. BOOK 353 OF OFFICIAL RECORDS PAGE 95 - EXPIRED
62. LEGAL DESCRIPTION PREPARED FOR THE TITLE REPORT.

ADDITIONAL REFERENCE DOCUMENTS

63. UNRECORDED ROUTE SURVEY OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD SEALED 1-12-98, DUANE FAMAS 'LS 27737'

BASIS OF BEARING:

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MAPPING PLAN (GRID) VALUES BASED ON THE CITY OF PRESCOTT COORDINATE SYSTEM. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO GROUND DISTANCES WITHIN THE LIMITS OF THE CITY OF PRESCOTT.
2. THE BASIS OF BEARING IS GEODETIC NORTH. GRID BEARINGS SHOWN HEREON DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.
3. LINEAR UNIT IS INTERNATIONAL FOOT
4. HORIZONTAL DATUM: NAD83

AREAS:

OVERALL SURVEYED AREA	7,235,844 SF	166.11 AC
CONSERVATION EASEMENT AREA 'A'	966,580 SF	22.19 AC
CONSERVATION EASEMENT AREA 'B'	1,659,369 SF	38.09 AC
CONSERVATION EASEMENT AREA 'C'	1,058,765 SF	24.31 AC
CONSERVATION EASEMENT AREA 'D'	349,884 SF	8.03 AC
CONSERVATION EASEMENT AREA 'E'	1,552,033 SF	35.63 AC
CONSERVATION EASEMENT AREA 'F'	172,275 SF	3.95 AC
TOTAL CONSERVATION EASEMENT AREA:	5,758,906 SF	132.21 AC
LEASE AREA	1,446,938 SF	33.91 AC

PURPOSE OF SURVEY:

THIS SURVEY WAS PERFORMED TO MAP THE BOUNDARY OF THE PROPOSED WATSON WOODS RIPARIAN PRESERVE LEASE AREA, AND WITHIN THAT LEASE AREA, ADDITIONAL CONSERVATION AREAS. ALL PROPERTY MAPPED HEREON IS OWNED BY THE CITY OF PRESCOTT. NO CHANGE IN OWNERSHIP IS PROPOSED.

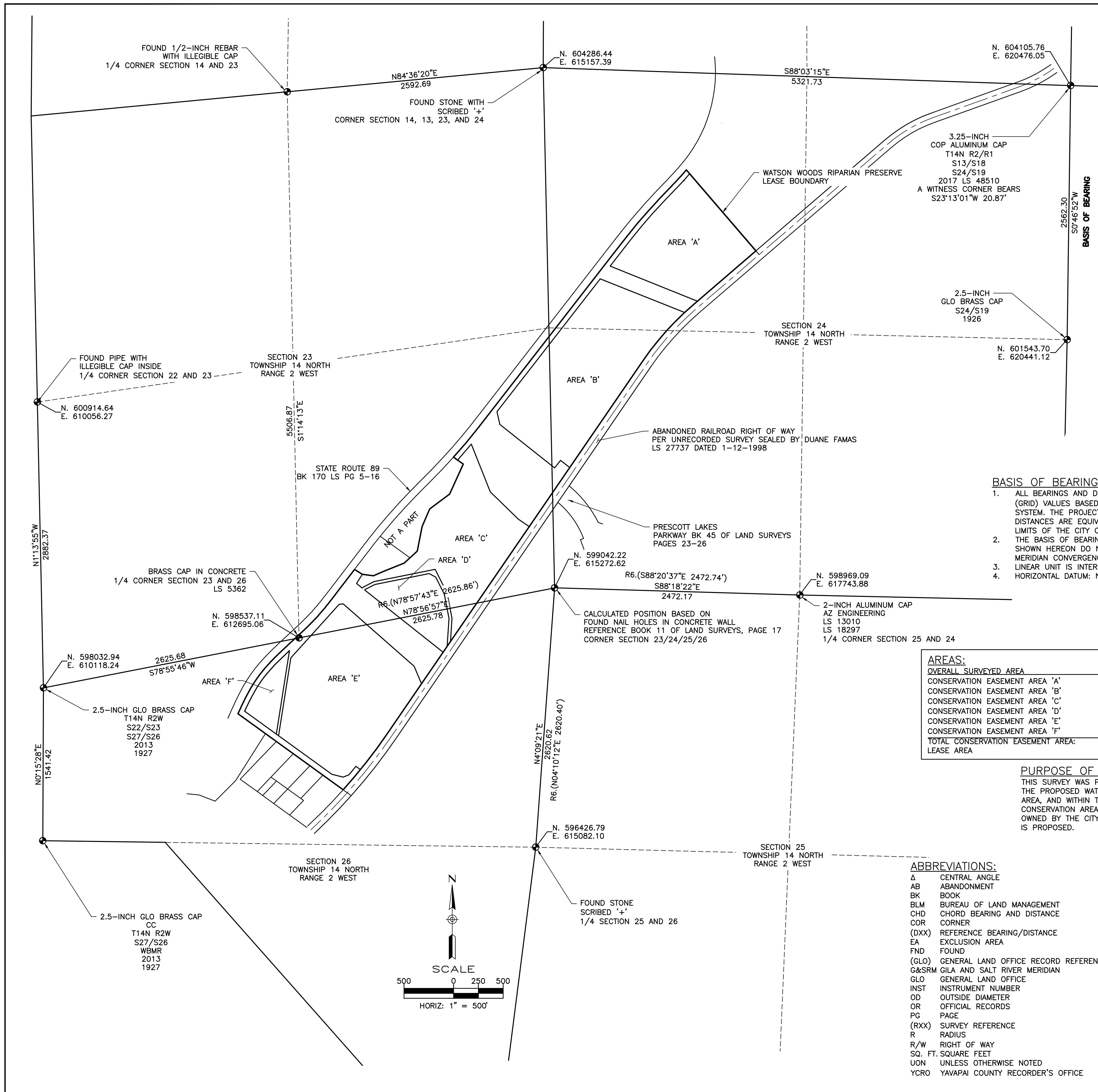
ABBREVIATIONS:

- Δ CENTRAL ANGLE
- AB ABANDONMENT
- BK BOOK
- BLM BUREAU OF LAND MANAGEMENT
- CHD CHORD BEARING AND DISTANCE
- COR CORNER
- (DXX) REFERENCE BEARING/DISTANCE
- EA EXCLUSION AREA
- FND FOUND
- (GLO) GENERAL LAND OFFICE RECORD REFERENCE
- G&SRM GILA AND SALT RIVER MERIDIAN
- GLO GENERAL LAND OFFICE
- INST INSTRUMENT NUMBER
- OD OUTSIDE DIAMETER
- OR OFFICIAL RECORDS
- PG PAGE
- (RXX) SURVEY REFERENCE
- R RADIUS
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET
- UON UNLESS OTHERWISE NOTED
- YCRO YAVAPAI COUNTY RECORDER'S OFFICE

I, WILLIAM R. WEST, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA, THIS MAP IS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND; THAT THE SURVEY OF THE PROPERTY SHOWN HEREON WAS MADE BY ME IN MARCH AND APRIL, 2024, THAT THE MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE ACCURATELY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



SURVEY	WRW	AUGUST 2024
PROJECT	WATSON WOODS	
SHEET	1 OF 4	



WATSON WOODS RIPARIAN PRESERVE LEASE AREA

ALL THAT PORTION OF SECTIONS 23, 24, AND 26, TOWNSHIP 14 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 24, A FOUND 3.25-INCH ALUMINUM CAP STAMPED LS 48510 FROM WHICH THE NORTHWEST CORNER OF SECTION 24, A FOUND STONE SCRIBED '4' BEARS NORTH 88°03'15" WEST 5321.73 FEET, BEING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE NORTH 44°24'13" WEST 240.89 FEET TO A FOUND 2-INCH PIPE WITH A NAIL AND WASHER INSIDE, RLS 43510, AT THE CENTERLINE OF THE ABANDONED ATCHISON TOPEKA AND SANTE FE RAILROAD;
 THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF THE ABANDONED RAILROAD, A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1432.28 FEET, A LENGTH OF 401.51 FEET, AN INCLUDED ANGLE OF 16°03'43", AND A CHORD THAT BEARS SOUTH 62°16'38" WEST 400.20 FEET TO A FOUND PIPE,

THENCE SOUTH 70°18'09" WEST 921.12 FEET ALONG THE CENTERLINE OF THE ABANDONED RAILROAD CENTERLINE TO A FOUND 2-INCH PIPE, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG THE ABANDONED RAILROAD CENTERLINE CURVE HAVING A RADIUS OF 1432.28, A LENGTH OF 525.23 FEET, AN INCLUDED ANGLE OF 21°00'40", AND A CHORD THAT BEARS SOUTH 59°49'00" WEST 522.30 FEET TO A FOUND 2-INCH PIPE;

THENCE CONTINUING ALONG THE ABANDONED RAILROAD CENTERLINE SOUTH 49°18'16" WEST 1712.29 FEET;
 THENCE NORTH 40°41'44" WEST 50.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD;

THENCE SOUTH 49°18'16" WEST 842.78 FEET COINCIDENT WITH THE ABANDONED RAILROAD RIGHT OF WAY TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY COINCIDENT WITH THE ABANDONED RAILROAD RIGHT OF WAY A NON-TANGENT CURVE HAVING A RADIUS OF 2914.66 FEET, A LENGTH OF 755.65 FEET, AN INCLUDED ANGLE OF 14°51'16", AND A CHORD THAT BEARS S41°51'46" WEST 753.54 FEET, TO A POINT FROM WHICH A 2-INCH PIPE AT THE CENTERLINE OF THE ABANDONED RAILROAD BEARS SOUTH 55°33'52" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 34°25'56" WEST 4552.23 FEET COINCIDENT WITH THE RAILROAD RIGHT OF WAY TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT.

THENCE SOUTHWESTERLY COINCIDENT WITH THE ABANDONED RAILROAD RIGHT OF WAY BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 5679.73, A LENGTH OF 722.62 FEET, AN INCLUDED ANGLE OF 07°17'22" AND A CHORD THAT BEARS SOUTH 38°09'47" WEST 722.13;

THENCE NORTH 54°09'22" WEST 1308.28 FEET TO A POINT ON THE RIGHT OF WAY OF S.R. 89 AS SHOWN ON THE LAND SURVEY RECORDED IN BOOK 170 OF THE OFFICIAL RECORDS OF YAVAPAI COUNTY, PAGES 5-12, SAID POINT BEING A POINT ON A SPIRAL CURVE HAVING A THETA OF 8°00'00", A BEGINNING RADIUS OF 1357.38' A CURVE TO SPIRAL POINT OF BEGINNING WHICH BEARS NORTH 27°01'09" EAST A DISTANCE OF 382.72 FEET, AND A POINT OF SPIRAL TO TANGENT WHICH BEARS SOUTH 24°06'07" EAST A DISTANCE OF 262.95 FEET;

THENCE NORTHEASTERLY 389.08 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A SPIRAL CURVE TO THE RIGHT, HAVING AN 'g' VALUE OF 1.28 AND A CHORD BEARING NORTH 27°01'18" EAST 328.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY 171.76 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A CURVE HAVING A RADIUS OF 1357.38 FEET, AN INCLUDED ANGLE OF 7°15'01" AND A CHORD THAT BEARS NORTH 35°32'38" EAST 171.65 FEET TO A POINT OF SPIRAL CURVATURE;

THENCE NORTHEASTERLY 389.42 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY ALONG A SPIRAL CURVE TO THE RIGHT HAVING AN 'g' VALUE OF 1.08 AND A CHORD THAT BEARS NORTH 44°32'13" EAST 389.08 FEET;

THENCE NORTH 47°10'00" EAST COINCIDENT WITH THE S.R. 89 RIGHT OF WAY 68.60 FEET TO A POINT OF SPIRAL CURVATURE;

THENCE NORTHERLY 305.89 FEET COINCIDENT WITH S.R. 89 RIGHT OF WAY, A SPIRAL CURVE TO THE LEFT HAVING AN 'g' VALUE OF 0.94 AND A CHORD THAT BEARS NORTH 45°39'09" EAST 305.81 FEET TO A POINT OF RADIAL CURVATURE;

THENCE NORTHERLY 26.01 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A RADIAL CURVE TO THE LEFT HAVING A RADIUS OF 1984.87 FEET, AN INCLUDED ANGLE OF 0°45'03", AND A CHORD THAT BEARS NORTH 42°17'29" EAST 26.01 FEET TO A POINT OF SPIRAL CURVATURE;

THENCE NORTHERLY 305.85 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A SPIRAL CURVE TO THE LEFT HAVING AN 'g' VALUE OF 0.94 AND A CHORD THAT BEARS NORTH 38°55'51" EAST 305.76 FEET;

THENCE NORTH 37°25'00" EAST 287.31 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE SOUTH 57°47'47" EAST 92.65 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE SOUTH 82°13'24" EAST 112.47 FEET TO A FOUND ½" REBAR CAP 'LS 13941';

THENCE NORTH 66°03'49" EAST 115.72 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE NORTH 68°23'15" EAST 219.24 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE NORTH 47°41'39" EAST 180.17 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE NORTH 11°09'43" EAST 252.28 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE NORTH 23°02'06" EAST 192.82 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE NORTH 53°20'31" EAST 251.74 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE NORTH 24°23'59" EAST 322.05 FEET TO A FOUND ½" REBAR CAP 'LS 12005';

THENCE NORTH 54°48'15" WEST 120.50 FEET TO THE SOUTHERLY RIGHT OF WAY OF S.R. 89 (A 5/8" REBAR WITH NO ID WAS FOUND AT 119.56 FEET);

THENCE NORTHEASTERLY 363.35 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A NON-TANGENT RADIAL CURVE TO THE LEFT HAVING A RADIUS OF 5804.57 FEET, AN INCLUDED ANGLE OF 3°35'12", AND A CHORD THAT BEARS NORTH 40°08'35" EAST 363.29 FEET, TO A POINT OF SPIRAL CURVATURE;

THENCE NORTHEASTERLY 100.66 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A SPIRAL CURVE TO THE LEFT HAVING AN 'g' VALUE OF 1.02 AND A CHORD THAT BEARS NORTH 38°01'02" EAST 100.66 FEET;

THENCE NORTH 37°51'00" EAST COINCIDENT THE S.R. 89 RIGHT OF WAY, 2275.32 FEET TO A SPIRAL POINT OF CURVATURE;

THENCE NORTHEASTERLY 99.35 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A SPIRAL CURVE TO THE RIGHT HAVING AN 'g' VALUE OF 1.02 AND A CHORD THAT BEARS NORTH 38°00'58" EAST 99.35 FEET, TO A POINT OF RADIAL CURVATURE;

THENCE NORTHEASTERLY 499.93 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 5654.58 FEET, AN INCLUDED ANGLE OF 5°03'56", AND A CHORD THAT BEARS NORTH 40°52'58" EAST 499.77 FEET, TO A POINT OF SPIRAL CURVATURE;

THENCE NORTHEASTERLY 99.32 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A SPIRAL CURVE TO THE RIGHT, HAVING AN 'g' VALUE OF 1.02, AND A CHORD THAT BEARS NORTH 43°44'58" EAST 99.32 FEET;

THENCE NORTH 43°54'56" EAST COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, 15.28 FEET TO A POINT OF SPIRAL CURVATURE;

THENCE NORTHEASTERLY 277.24 FEET COINCIDENT WITH THE S.R. 89 RIGHT OF WAY, A SPIRAL CURVE TO THE LEFT HAVING AN 'g' VALUE OF 1.37 AND A CHORD THAT BEARS NORTH 42°40'05" EAST 277.19 FEET;

THENCE SOUTH 40°41'43" EAST 1076.62 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM CONSERVATION EASEMENT AREA 'A', 'B', 'C', 'D', 'E', AND 'F'.

CONTAINING
1,476,938 SQUARE FEET
33.9 ACRES

CONSERVATION EASEMENT AREA 'A' BOUNDARY

FROM THE TRUE POINT OF BEGINNING AS SHOWN HEREIN;

THENCE SOUTH 49°18'16" WEST 778.08 FEET COINCIDENT WITH THE ABANDONED RAILROAD RIGHT OF WAY;

THENCE NORTH 68°07'34" WEST, COINCIDENT WITH THE NORTHERLY LINE OF THE ELECTRIC EASEMENT RECORDED IN BOOK 2191 OF THE OFFICIAL RECORDS OF YAVAPAI COUNTY, PAGE 47, 949.14 FEET;

THENCE NORTH 37°51'00" EAST 249.02;

THENCE NORTH 38°00'56" EAST 98.91;

THENCE NORTHERLY 495.56 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4951.62 FEET, AND A CHORD THAT BEARS NORTH 40°52'58" EAST 495.35 FEET;

THENCE NORTH 43°51'35" EAST 294.57 FEET;

THENCE NORTH 40°24'34" EAST 92.13 FEET TO THE NORTHEASTERLY LINE OF THE PROPOSED WATSON WOOD LEASE AREA;

THENCE SOUTH 40°41'43" EAST, COINCIDENT WITH THE NORTHEASTERLY LINE OF THE PROPOSED WATSON WOOD LEASE AREA 1025.99 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING
966,580 SQUARE FEET
22.19 ACRES

CONSERVATION EASEMENT AREA 'B' BOUNDARY

FROM THE TRUE POINT OF BEGINNING AS SHOWN HEREIN;

THENCE SOUTHERLY 648.08 FEET COINCIDENT WITH THE RAILROAD RIGHT OF WAY, A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2914.67 FEET, AND A CHORD THAT BEARS SOUTH 40°48'20" WEST 646.75 FEET;

THENCE SOUTH 34°25'56" WEST COINCIDENT WITH THE RAILROAD RIGHT OF WAY 1,301.97 FEET;

THENCE NORTH 51°35'40" WEST 116.85 FEET;

THENCE SOUTH 38°24'20" WEST 97.37 FEET;

THENCE NORTH 51°35'40" WEST 705.02 FEET;

THENCE NORTH 12°20'00" WEST 12.46 FEET;

THENCE NORTH 37°51'00" EAST 1,695.77 FEET TO A POINT ON THE SOUTHERLY LINE OF THE EASEMENT RECORDED IN BOOK 195 OF THE OFFICIAL RECORDS OF YAVAPAI COUNTY, PAGE 80;

THENCE SOUTH 68°16'00" EAST COINCIDENT WITH THE SOUTHERLY LINE OF THE EASEMENT 916.26 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING
1,659,369 SQUARE FEET
38.09 ACRES

CONSERVATION EASEMENT AREA 'C' BOUNDARY

FROM THE TRUE POINT OF BEGINNING AS SHOWN HEREIN;

THENCE CONTINUING SOUTH 34°25'56" WEST COINCIDENT WITH THE RAILROAD RIGHT OF WAY 1403.33 FEET;

THENCE NORTH 03°43'57" EAST 234.78 FEET;

THENCE NORTH 10°46'37" WEST 258.02 FEET;

THENCE NORTH 27°00'40" WEST 268.72 FEET;

THENCE SOUTH 78°42'44" WEST 628.26 FEET;

THENCE SOUTH 62°54'44" WEST 113.53 FEET;

THENCE SOUTH 53°06'15" WEST 22.28 FEET;

THENCE NORTH 51°34'48" WEST 72.98 FEET;

THENCE NORTH 32°12'13" EAST 109.86 FEET;

THENCE NORTH 82°13'24" WEST 112.47 FEET;

THENCE NORTH 66°03'49" EAST 115.72 FEET;

THENCE NORTH 68°23'15" EAST 219.24 FEET;

THENCE NORTH 47°41'39" EAST 180.17 FEET;

THENCE NORTH 11°09'43" EAST 252.28 FEET;

THENCE NORTH 23°02'06" EAST 192.82 FEET;

THENCE NORTH 53°20'31" EAST 251.74 FEET;

THENCE NORTH 24°23'59" EAST 332.05 FEET;

THENCE NORTH 54°48'15" WEST 120.50 FEET;

THENCE NORTH 40°50'18" EAST 212.58 FEET;

THENCE SOUTH 21°34'57" EAST 518.11 FEET;

THENCE SOUTH 45°50'25" EAST 394.26 FEET;

THENCE SOUTH 55°34'00" EAST 133.27 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING
1,058,765 SQUARE FEET
24.31 ACRES

CONSERVATION EASEMENT AREA 'D' BOUNDARY

FROM THE TRUE POINT OF BEGINNING AS SHOWN HEREIN;

THENCE CONTINUING SOUTH 34°25'56" WEST COINCIDENT WITH THE RAILROAD RIGHT OF WAY 72.24 FEET;

THENCE NORTH 51°34'48" WEST 1,010.41 FEET;

THENCE NORTH 53°06'15" EAST 11.84 FEET;

THENCE NORTH 62°54'44" EAST 106.79 FEET;

THENCE NORTH 78°42'44" EAST 557.51 FEET;

THENCE SOUTH 61°35'55" EAST 74.39 FEET;

THENCE SOUTH 27°00'40" EAST 192.37 FEET;

THENCE SOUTH 10°46'37" EAST 249.92 FEET;

THENCE SOUTH 3°43'57" WEST 281.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING
349,884 SQUARE FEET
8.03 ACRES

CONSERVATION EASEMENT AREA 'E' BOUNDARY

FROM THE TRUE POINT OF BEGINNING AS SHOWN HEREIN;

THENCE CONTINUING SOUTH 34°25'56" WEST COINCIDENT WITH THE RAILROAD RIGHT OF WAY 606.78 FEET;

THENCE SOUTHWESTERLY 454.47 FEET COINCIDENT WITH THE ABANDONED RAILROAD RIGHT OF WAY, A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5679.73 FEET, AND A CHORD THAT BEARS SOUTH 36°48'38" WEST 454.35 FEET;

THENCE NORTH 54°33'55" WEST 55.76 FEET;

THENCE SOUTH 39°29'50" WEST 109.90 FEET;

THENCE SOUTH 67°43'36" WEST 63.62 FEET;

THENCE NORTH 75°46'17" WEST 117.16 FEET;

THENCE NORTH 54°09'22" WEST 663.39 FEET PARALLEL WITH THE SOUTHWESTERLY BOUNDARY OF THE WATSON WOOD LEASE AREA;

THENCE NORTH 8°57'26" EAST 794.93 FEET;

THENCE NORTH 42°06'36" EAST 727.28 FEET;

THENCE NORTH 84°19'23" EAST 41.52 FEET;

THENCE SOUTH 48°39'53" EAST 950.94 FEET;

THENCE SOUTH 22°40'37" EAST 192.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING
1,552,033 SQUARE FEET
35.63 ACRES

CONSERVATION AREA EASEMENT 'F' BOUNDARY

FROM THE TRUE POINT OF BEGINNING AS SHOWN HEREIN;

THENCE CONTINUING NORTH 54°09'22" WEST 394.27 FEET;

THENCE NORTHEASTERLY 271.29 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2255.54 FEET AND CHORD THAT BEARS NORTH 27°29'21" EAST 271.13 FEET;

THENCE CONTINUING NORTHEASTERLY 165.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1307.38 FEET AND CHORD THAT BEARS NORTH 35°32'38" EAST 165.32 FEET;

THENCE NORTH 41°34'26" 125.92 FEET;

THENCE NORTH 46°05'52" EAST 204.74 FEET;

THENCE SOUTH 08°57'26" WEST 852.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING
172,275 SQUARE FEET
3.95 ACRES



SURVEY	WRW	AUGUST 2024
PROJECT	WATSON WOODS	
SHEET	2 OF 4	

OBSERVATIONS:

SEVERAL MONITORING WELLS EXIST WITHIN THE LEASE AREA AND CONSERVATION EASEMENT AREA BOUNDARY. THE LOCATIONS ARE MARKED WITH A CIRCLE AND ANNOTATED "MW".

SUBSURFACE DUMP LOCATIONS WERE IDENTIFIED AND THEIR APPROXIMATE LIMITS ARE SHOWN.

TRAIL AND ROADWAYS SHOWN ARE APPROXIMATE.

*OBSERVATIONS SHOWN HEREON DO NOT REFLECT SURVEYED LOCATIONS.

ABBREVIATIONS:

- Δ CENTRAL ANGLE
- AB ABANDONMENT
- BK BOOK
- BLM BUREAU OF LAND MANAGEMENT
- CHD CHORD BEARING AND DISTANCE
- COR CORNER
- (DXX) REFERENCE BEARING/DISTANCE
- EA EXCLUSION AREA
- FND FOUND
- (GLO) GENERAL LAND OFFICE RECORD REFERENCE
- G&SRM GILA AND SALT RIVER MERIDIAN
- GLO GENERAL LAND OFFICE
- INST INSTRUMENT NUMBER
- MW MONITORING WELL
- OD OUTSIDE DIAMETER
- OR OFFICIAL RECORDS
- PG PAGE
- (RXX) SURVEY REFERENCE
- R RADIUS
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET
- UN UNLESS OTHERWISE NOTED
- YCRO YAVAPAI COUNTY RECORDER'S OFFICE

MONUMENTS

- FOUND AS NOTED
- CALCULATED POINT—NOTHING FOUND OR SET
- SET 1/2" REBAR WITH CAP 'LS 80404'

MONUMENT NOTES

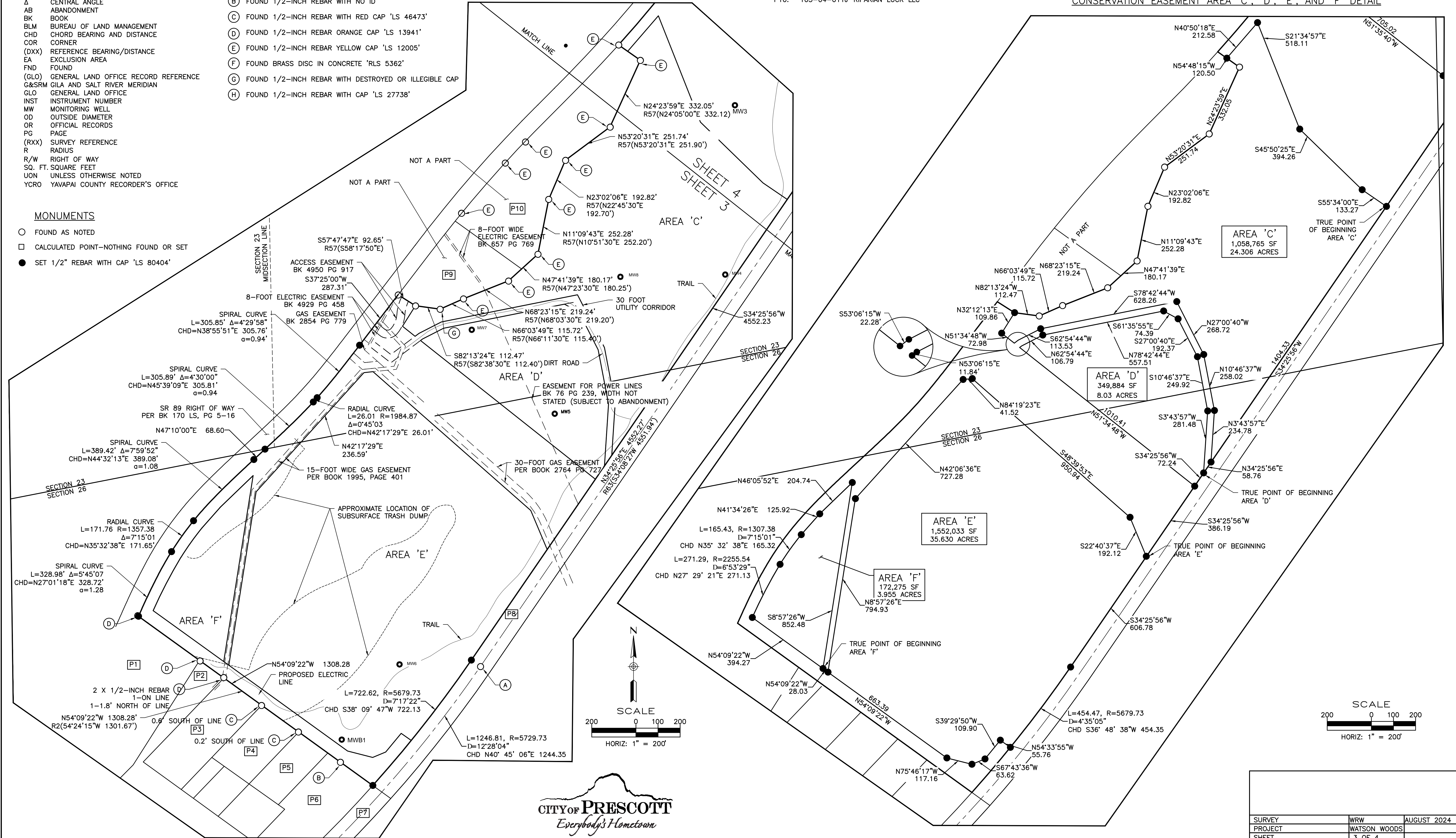
- (A) FOUND 2-INCH IRON PIPE CENTERLINE OF ABANDONED RAILROAD RIGHT OF WAY
- (B) FOUND 1/2-INCH REBAR WITH NO ID
- (C) FOUND 1/2-INCH REBAR WITH RED CAP 'LS 46473'
- (D) FOUND 1/2-INCH REBAR ORANGE CAP 'LS 13941'
- (E) FOUND 1/2-INCH REBAR YELLOW CAP 'LS 12005'
- (F) FOUND BRASS DISC IN CONCRETE 'RLS 5362'
- (G) FOUND 1/2-INCH REBAR WITH DESTROYED OR ILLEGIBLE CAP
- (H) FOUND 1/2-INCH REBAR WITH CAP 'LS 27738'

ADJACENT PARCELS:

- P1. 105-07-002W FANN CONTRACTING LLC.
- P2. 105-07-002Z NORTH HWY 89 INDUSTRIAL PROPERTIES LLC
- P3. 105-07-002G TDH INVESTMENTS LLC
- P4. 105-07-002H EDPO LLC
- P5. 105-07-002D BUCKEYE GAS PRODUCTS COMPANY LP
- P6. 105-07-002F TERRA PRESCOTT LLC
- P7. 105-07-009A TERRA PRESCOTT LLC
- P8. 105-07-009B CITY OF PRESCOTT
- P9. 105-04-011K BK CO LLC
- P10. 105-04-011J RIPARIAN LUCK LLC

WATSON WOODS RIPARIAN PRESERVE LEASE BOUNDARY

CONSERVATION EASEMENT AREA 'C', 'D', 'E', AND 'F' DETAIL



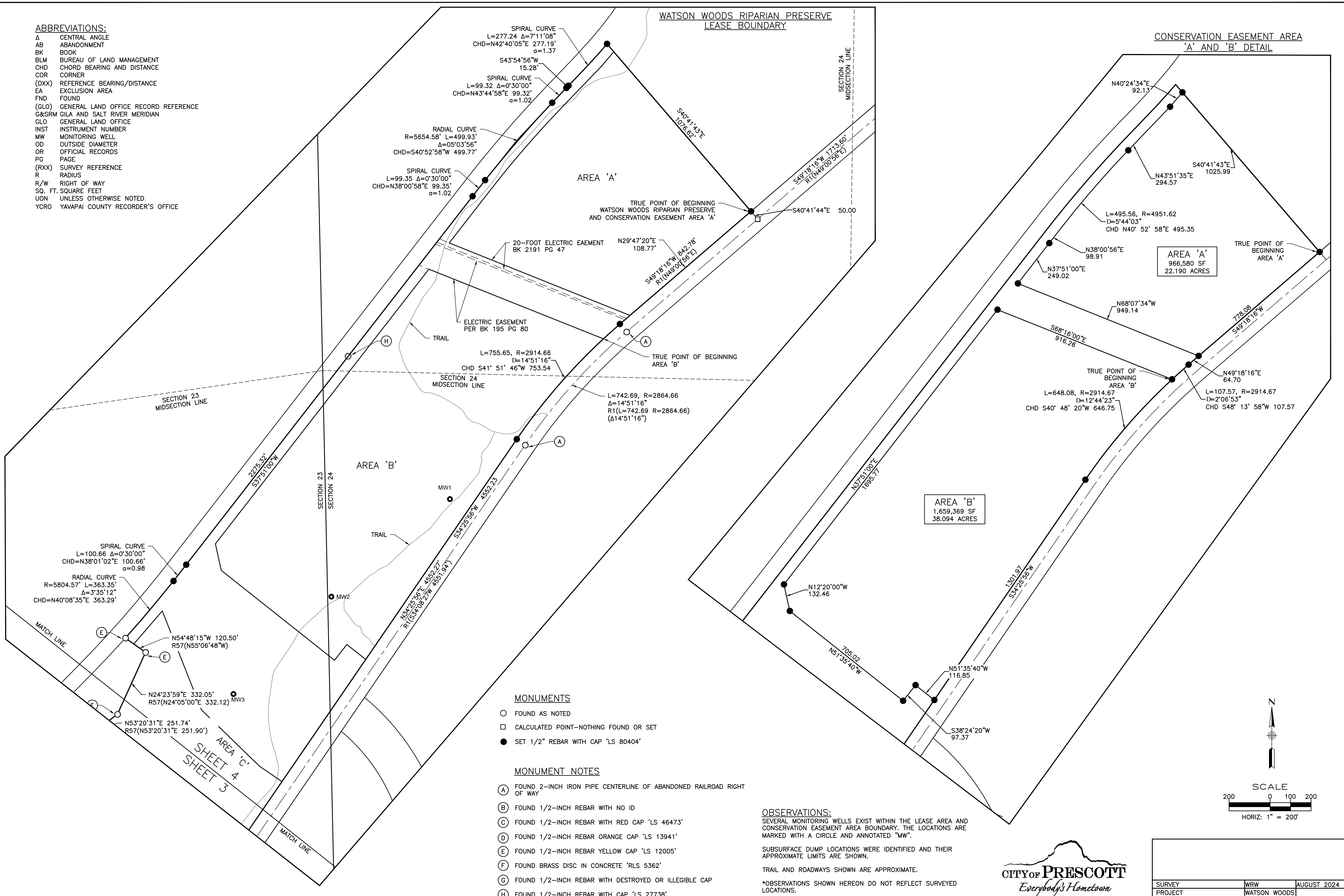
SURVEY	WRW	AUGUST 2024
PROJECT	WATSON WOODS	
SHEET	3 OF 4	

ABBREVIATIONS:

- Δ CENTRAL ANGLE
- AB ABANDONMENT
- BK BOOK
- BLM BUREAU OF LAND MANAGEMENT
- CHD CHORD BEARING AND DISTANCE
- COR CORNER
- (DXX) REFERENCE BEARING/DISTANCE
- EA EXCLUSION AREA
- FND FOUND
- (GLO) GENERAL LAND OFFICE RECORD REFERENCE
- G&SRM GILA AND SALT RIVER MERIDIAN
- GLO GENERAL LAND OFFICE
- INST INSTRUMENT NUMBER
- MW MONITORING WELL
- OD OUTSIDE DIAMETER
- OR OFFICIAL RECORDS
- PG PAGE
- (RXX) SURVEY REFERENCE
- R RADIUS
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET
- UNLESS OTHERWISE NOTED
- YCRC YAVAPAI COUNTY RECORDER'S OFFICE

**WATSON WOODS RIPARIAN PRESERVE
LEASE BOUNDARY**

**CONSERVATION EASEMENT AREA
'A' AND 'B' DETAIL**



MONUMENTS

- FOUND AS NOTED
- CALCULATED POINT—NOTHING FOUND OR SET
- SET 1/2" REBAR WITH CAP 'LS 80404'

MONUMENT NOTES

- (A) FOUND 2-INCH IRON PIPE CENTERLINE OF ABANDONED RAILROAD RIGHT OF WAY
- (B) FOUND 1/2-INCH REBAR WITH NO ID
- (C) FOUND 1/2-INCH REBAR WITH RED CAP 'LS 46473'
- (D) FOUND 1/2-INCH REBAR ORANGE CAP 'LS 13941'
- (E) FOUND 1/2-INCH REBAR YELLOW CAP 'LS 12005'
- (F) FOUND BRASS DISC IN CONCRETE 'RLS 5362'
- (G) FOUND 1/2-INCH REBAR WITH DESTROYED OR ILLEGIBLE CAP
- (H) FOUND 1/2-INCH REBAR WITH CAP 'LS 27738'

OBSERVATIONS:

SEVERAL MONITORING WELLS EXIST WITHIN THE LEASE AREA AND CONSERVATION EASEMENT AREA BOUNDARY. THE LOCATIONS ARE MARKED WITH A CIRCLE AND ANNOTATED "MW".

SUBSURFACE DUMP LOCATIONS WERE IDENTIFIED AND THEIR APPROXIMATE LIMITS ARE SHOWN.

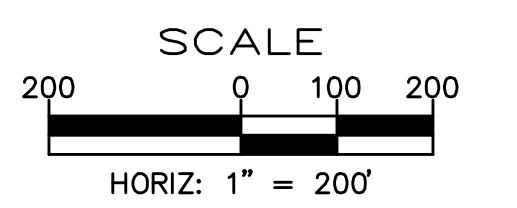
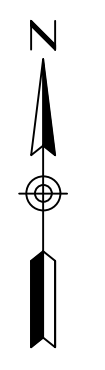
TRAIL AND ROADWAYS SHOWN ARE APPROXIMATE.

*OBSERVATIONS SHOWN HEREON DO NOT REFLECT SURVEYED LOCATIONS.

AREA 'A'
966,580 SF
22.190 ACRES

AREA 'B'
1,659,369 SF
38.094 ACRES

AREA 'C'
SHEET 4
SHEET 3



SURVEY	WRW	AUGUST 2024
PROJECT	WATSON WOODS	
SHEET	4 OF 4	

January 2026DRAFT
For Discussion Purposes Only

EXHIBIT 2
LEASE PREMISE EXEMPTION MAPS

DRAFT

UTILITIES	FRANCHISE UTILITIES	STORMWATER	CITY OF PRESCOTT UTILITIES
<ul style="list-style-type: none"> Gas Electric Sewer Force Main Water Conservation Easement 	<ul style="list-style-type: none"> Overhead 12KV Power Line (Subject to Abandonment) Overhead Electric Power Line 69KV Overhead Electric Power Line 69KV Overhead Electric Transmission Line Low Pressure Natural Gas Line - South from Rosset St Natural Gas Distribuion Area (Rosser Parking) High Pressure Natural Gas Lines (Rosser St Alignment) 	<ul style="list-style-type: none"> Stormwater Outfall - Scupper & Riprap (PLP North Side) Stormwater Outfall - Scupper & Riprap (PLP South Side) Stormwater Outfall - (CMP under Peavine Trail) Stormwater Outfall (East Boundary) Stormwater Outfall (East Boundary) Stormwater Outfall (South Boundary - Yavapai Block) Stormwater Outfall (Scupper - HWY 89 SW Corner) Stormwater Outfall (Scupper - HWY 89 SW) Stormwater Outfall (Scupper - HWY 89 SW) Stormwater Outfall (Scupper - HWY 89 SW) Stormwater Outfall (CMP & Riprap - SE Corner of 89 & PLP) Stormwater Outfall (Box Culvert & Riprap - HWY 89 N of PLP) Stormwater Outfall (Scupper - HWY 89 N of PLP) Stormwater Outfall (Scupper - HWY 89 N of PLP) Stormwater Outfall (Scupper - HWY 89 at WAPA Easement) Stormwater Outfall (NE corner of HWY 89 and Rosser) Stormwater Outfall (Private Property to the West) Cliff Rose Wash Box Culvert Outlet Stormwater Drainage Improvement (PLP) (Future) Stormwater Drop Culverts (PLP) 	<ul style="list-style-type: none"> Sewer Force Main (Rosser St Alignment) Cliff Rose New Lift Station (Rosser St Alignment) Cliff Rose Old Lift Station (Rosser St Alignment) Sewer (Private Property to the North) Sewer 4" (2) (Rosser St Alignment) Upgrade (Rosser St Alignment) (Future) Sundog Effluent Line Sundog Sewer Trunk Main Water Line (12" Ductile Iron) (Prescott Lakes Parkway) Water Line (Rosser St Alignment) Water Line Upgrade (Private Property to the North) Water Line Upgrade (Rosser St Alignment) (Future)

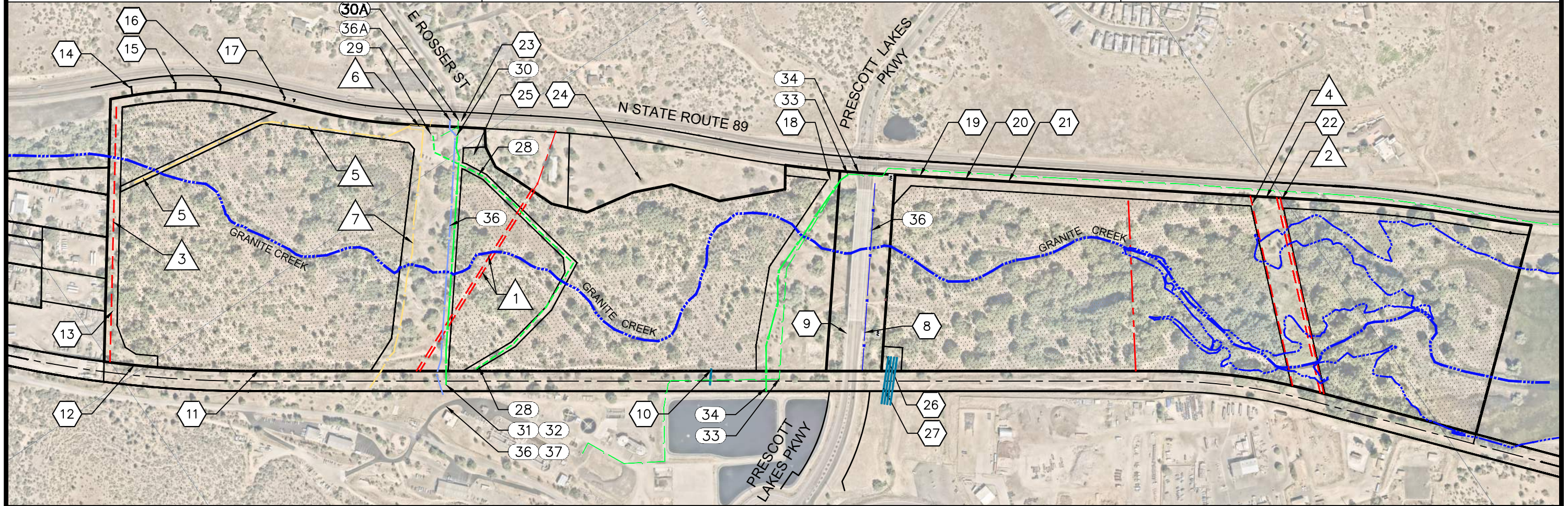


FIGURE 1
WATSON WOODS RIPARIAN PRESERVE
LEASE PREMISE EXEMPTIONS
UTILITIES MAP

This map is a product of
The City of Prescott

SCALE: 1"=500'

TRAILS	STRUCTURES	
<div data-bbox="170 110 310 157" style="display: inline-block; width: 45px; height: 23px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); border: 1px solid black;"></div> Conservation Easement <div data-bbox="186 171 233 201" style="display: inline-block; width: 15px; height: 15px; background-color: blue; border-radius: 50%; border: 1px solid black; margin-right: 5px;"></div> Monitoring Well	<div data-bbox="1429 151 1476 191" style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; text-align: center; line-height: 15px;">49</div> Retaining Wall (HWY 89 south of Rosser)	

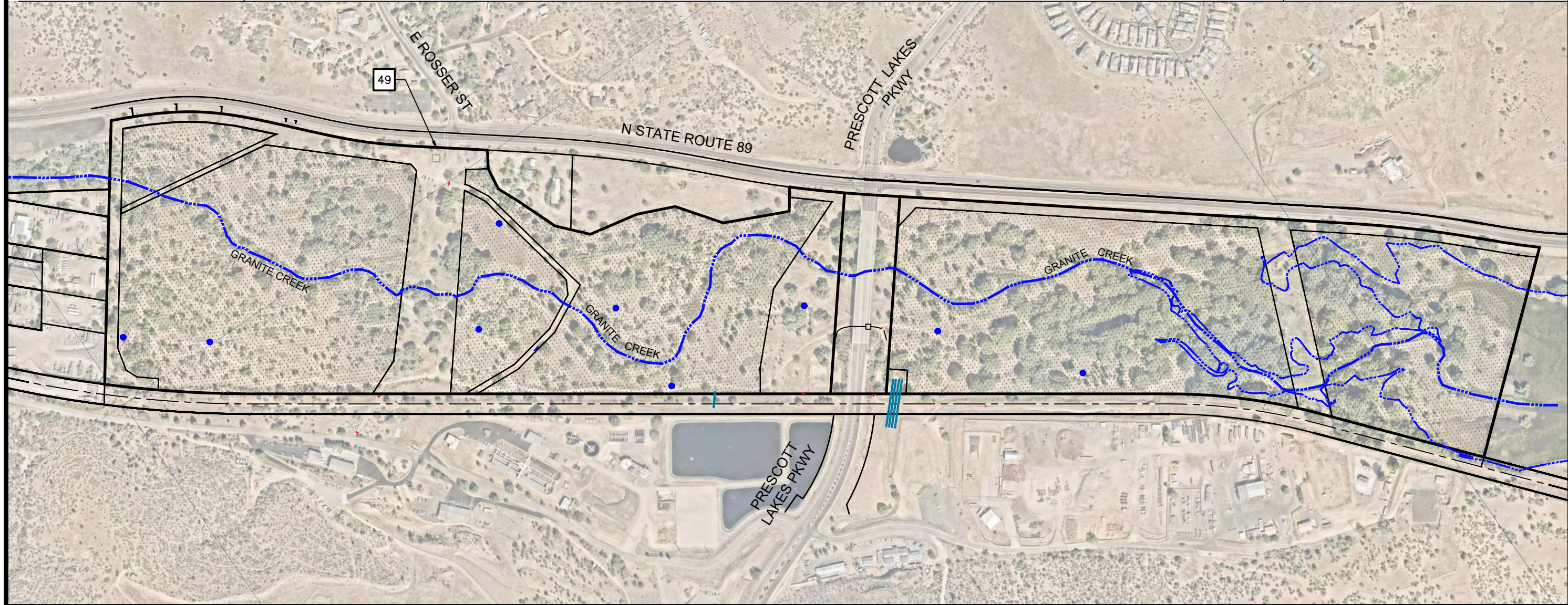


FIGURE 2
WATSON WOODS RIPARIAN PRESERVE
LEASE PREMISE EXEMPTIONS
STRUCTURES MAP






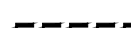
This map is a product of
The City of Prescott



SCALE: 1"=500'

TRAILS AND ROADS

 Conservation Easement

-  Prescott Lakes Parkway Road & Bridge
-  Access Easement (Rosser to Private Land)
-  Peavine Trail 
-  Discovery Trail 

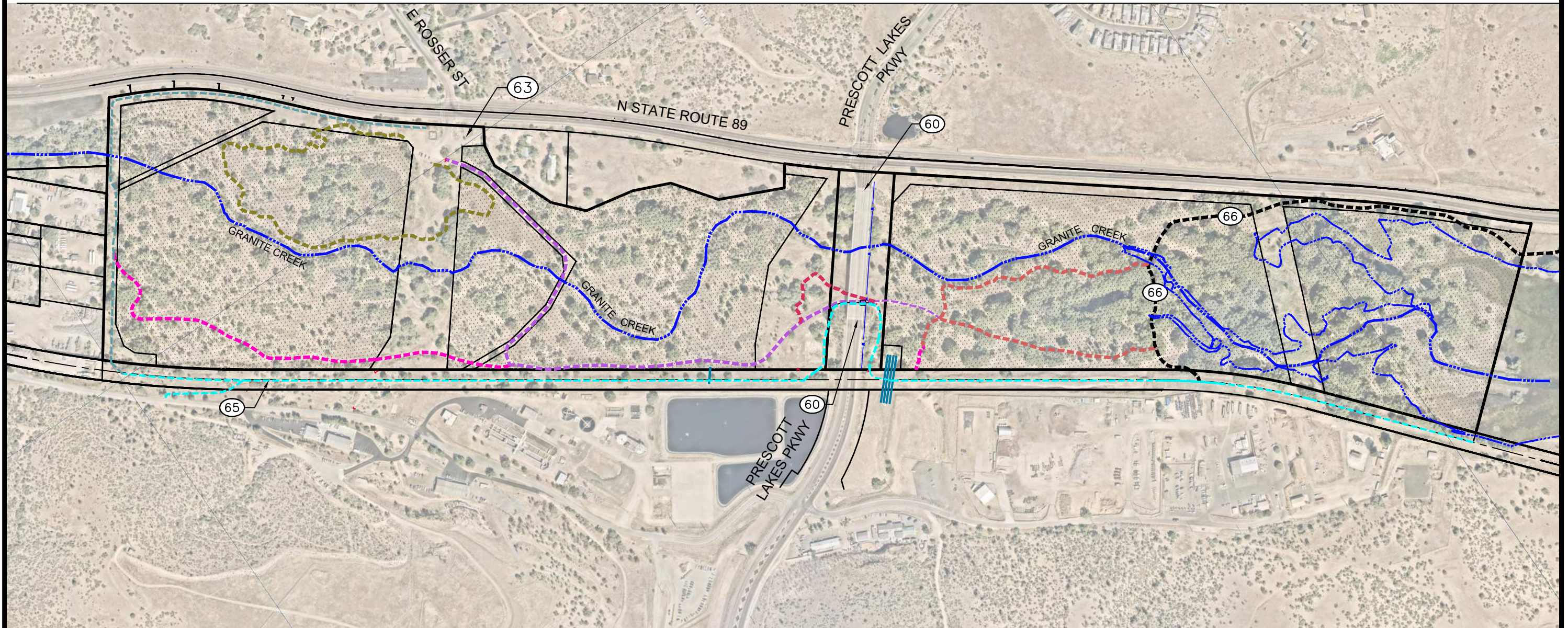


FIGURE 3
WATSON WOODS RIPARIAN PRESERVE
LEASE PREMISE EXEMPTIONS
TRAILS AND ROADS MAP



This map is a product of
The City of Prescott





SCALE: 1"=500'

IRRIGATION

 Conservation Easement

 Water Service (1" Meter - N of PLP West Abutment) 

 Water Service (2" Meter - N of PLP West Abutment) 

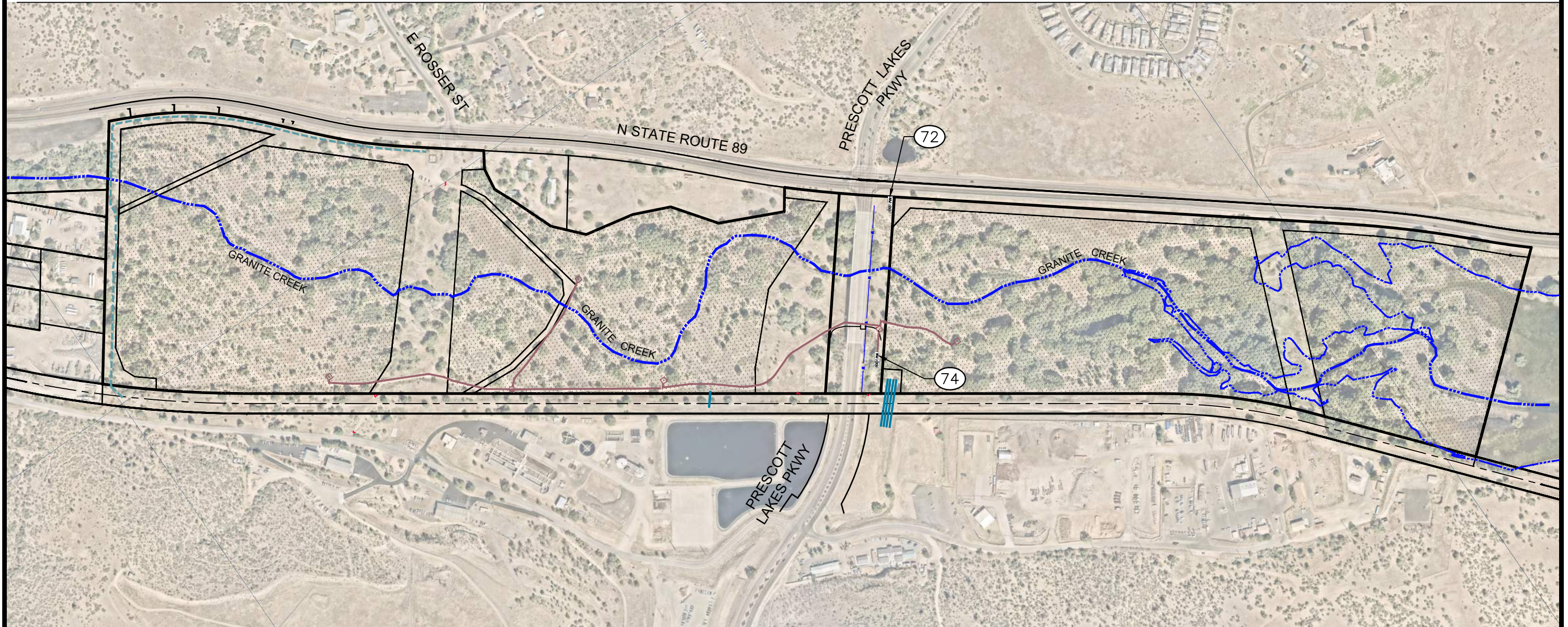


FIGURE 4
WATSON WOODS RIPARIAN PRESERVE
LEASE PREMISE EXEMPTIONS
IRRIGATION MAP

This map is a product of
The City of Prescott



SCALE: 1"=500'

EXHIBIT 3
JOINT MANAGEMENT PLAN

TO BE PROVIDED AT COUNCIL VOTING MEETING

DRAFT

Watson Woods Riparian Preserve In-Lieu Fee Mitigation Project DRAFT Development Plan

Work Plan



Prescott Creeks Preservation Association



Work Plan

- The Work Plan is based upon existing project plans developed for the site that comprise two primary goals and accompanying objectives as follow:

Goals:

1. Enhance and restore function of Granite Creek to improve water quality and increase biological diversity.
2. Protect and restore existing riparian habitats through invasive species removal.

Objectives:

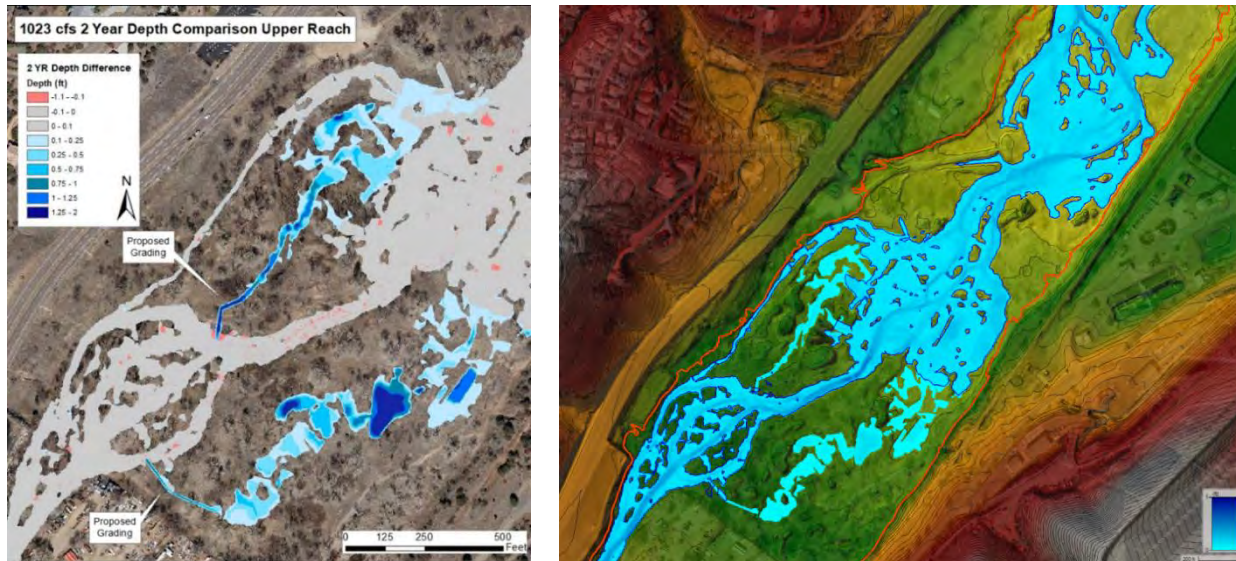
1. Increase biological diversity through the further development of pool habitats and by increasing diverse bank habitats along the Granite Creek channel. Mechanical creation of pool features associated with existing riffles in the realigned reaches of Granite Creek.
2. Enhance, restore and (re)create riparian vegetation and habitat along the Watson Woods Riparian Preserve reach of Granite Creek. Aggressively treat areas infested with noxious weeds. Utilize a combination of approaches – employing mechanical, biological and cultural techniques.
3. Educate and involve community members in the restoration and monitoring process. Education and community involvement will occur through a variety of hands-on, volunteer opportunities in a variety of tasks that could range from channel modification to revegetation, from monitoring to noxious weed eradication.

Watson Woods Riparian Preserve is located along Granite Creek just upstream and adjacent to Watson Lake. The preserve is located on City of Prescott lands and is managed by the nonprofit, Prescott Creeks. The floodplain was once utilized for dumping and mining but has been restored in large part by stream channel stability enhancements and floodplain plantings of native trees, shrubs, and grasses. In addition, previously existing wetlands were expanded and have been managed to encourage native plants and wildlife.

While the restoration efforts have been very successful at achieving habitat and aesthetic improvements, there is a desire to expand these efforts into other areas within the preserve that are still degraded. The end goal of this expansion is to develop and sustain additional acres of wetlands and riparian vegetation while accommodating current land uses and maintaining habitat quality in previously developed areas. The primary impediments to expansion of wetland and riparian habitat are a combination of highly variable ground water elevations tied to fluctuations in Watson Lake water surface elevations and a lack of floodplain connection in some areas of the preserve. While fluctuations to groundwater are not easily managed due to climate and competing uses, there are areas of the floodplain which can be reconnected to the main channel and subject to wetting from frequent, low intensity flood events. The objective of this plan is to locate as many areas as possible in the floodplain which can easily be reconnected to flooding and reconnect them in a manner that improves wetland and riparian function without increasing flood hazard to existing infrastructure that crosses the Preserve boundaries.

The primary tool utilized to inform this design is a hydraulic model developed in HEC-RAS 2D software. A discharge of 1023 cubic feet per second (approximately a 2-year return interval discharge) was run through the existing topography of the Preserve reach of Granite Creek and areas of inundation were mapped. Areas that could potentially be connected to the overbank discharges were noted and elevations of excavations to promote spreading and wetland creation were incorporated into a new model. This modified model was run to test the theory, and the new acres of inundation were mapped.

Frequent inundation of floodplain areas will support establishment of riparian plants in the newly excavated wetland areas and in existing depressions in the floodplain. While some of the new wetlands and the existing depressions will not be permanently wetted, they will detain runoff and promote percolation into groundwater while improving water quality to downstream areas. The frequency of flooding will help promote wetland species which can survive seasonal drying.



2D model results showing potential new inundation depths (left) and areas(right)

Several different practices will be utilized to achieve the goal of spreading frequent flood events across a greater extent of the floodplain to support additional wetland area and stabilizing the channel. These include:

Side channel and connector channel excavation – This practice includes removal of material to connect relict flood channels, create new channels, and connect new wetlands to the main channel during frequent flood events (approximately 1.5-to-2-year return interval discharges). Connections between existing and expanded wetland features will be built in a similar manner to allow flood flows to move through high points in the floodplain. An excavator will remove material and shape the channel to blend with existing channels. Channel size will be limited to small flood overflow channels. In some cases, major grade breaks in the side channel and the connection to the main channel will be stabilized with cross vane weirs and other rock structures to prevent erosion and ensure the stability of the main channel.

Berm removal – This practice consists of excavating existing relic berms within the floodplain to allow greater spreading of flood flows. In several cases these berms prevent flood flows from reaching existing depressions in the floodplain.

Main channel excavation - In several locations throughout the reach, pool formation in the meanders has developed as desired. Lack of pools is a habitat issue but also creates excess energy in the meanders which add to bank erosion. A bankfull template of pool depth and width has been created to guide this excavation. Pool formation will be focused in meanders and will usually be combined with sloping of vertical banks to create a stable 3H:1V slope suitable for planting and bank stabilization.

Wetland excavation – This practice involves the excavation of shallow depressions in the floodplain to expand or create wetland basins that capture flood flows and allow them to slowly percolate into the soil and create conditions to support wetland dependent species. These shallow depressions will be in areas that are conducive to capturing frequent flood discharges that are flowing across the floodplain. Stream width, depth, pattern, and gradient will be sustained through the addition of rock structures that help define these dimensions. These structures will be built of properly sized local rock, placed by an excavator. Rock rundowns built of graded rock will be utilized to prevent headcuts at major grade changes in the stream or at wetland inlets/outlets. Cross vane weirs will be utilized at the far upstream end of the reach to prevent further incision of the channel at a low water crossing, midway through the reach to reestablish appropriate width and depth, and in a floodplain channel to ensure stability. Rock sills will be utilized to prevent head cutting of side channels which might capture base flow from the main channel. Additionally, a Zuni bowl will be constructed to stop an advancing headcut on a side channel receiving discharge from off site at the lower end of the project area.

Vegetation management will consist of thinning of willows that have migrated into the active channel at the downstream end of the project area. Removal and management of invasive species including Vinca, various thistles, elms, and other species is an ongoing task for this implementation period as well as maintenance in the future. Planting of cottonwood and willow poles, wetland plugs, and native grasses will take place in appropriate zones in the floodplain once hydraulics have been shown to sustain them.

In summary, the full build out of the project will:

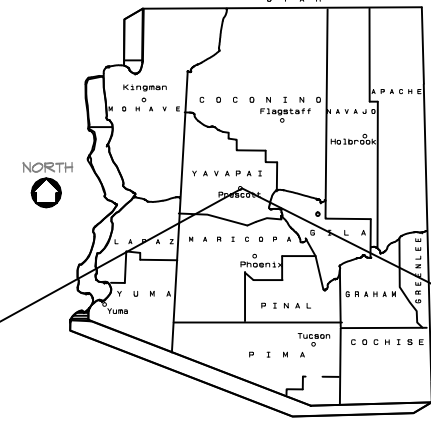
- create 14 new wetland areas totaling 6.28 acres
- connect flood flows or enhance connections to 11 existing wetlands in the project area
- excavate 1080 feet of wetland connection channels in five different areas
- install 380 linear feet of berm to protect wetlands from off-site flows with heavy sediment loads a
- remove 673 cu yds of berm material that is blocking flood flows from spreading on the floodplain
- excavate main channel pools in six meanders
- install two cross vane weirs to improve channel stability
- install two rock vane arms in the main channel
- install four buried rock sills to improve floodplain stability
- construct one Zuni bowl to prevent headcutting caused by off-site runoff
- revegetate for nearly 17 acres of floodplain and wetland habitat
- the wetted acreage across the floodplain at the 2-year return interval discharge **will increase from the current XX acres to approximately XX acres¹**. This will allow for sustainable expansion of wetland and riparian habitats within the preserve.

The following schematics show on the ground improvements planned for implementation as part of this Work Plan.

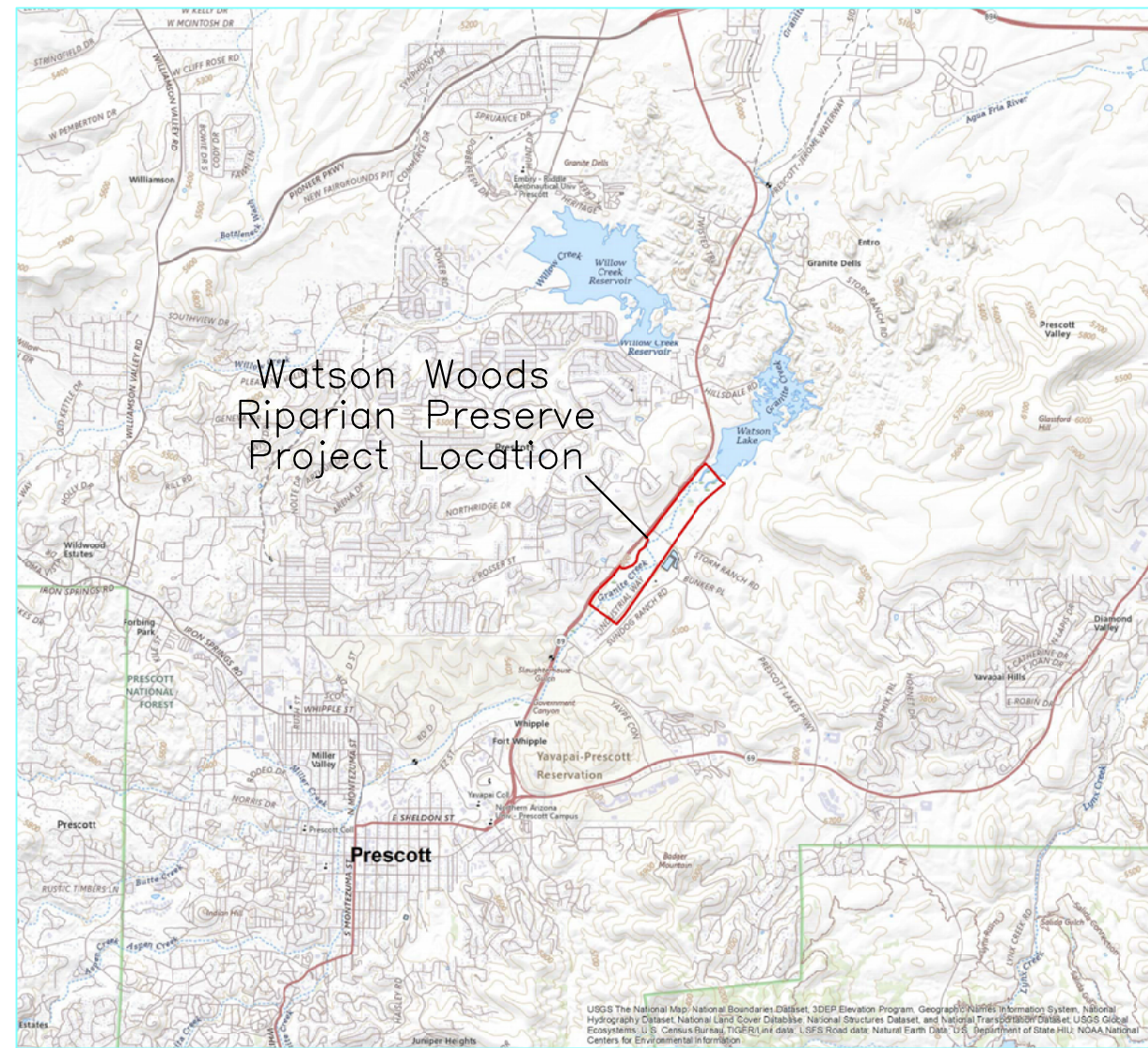
¹ To be calculated

WATSON WOODS RIPARIAN PRESERVE CONCEPTUAL ILF MITIGATION WORK PLAN PRESCOTT CREEKS

**PRELIMINARY
FOR AGENCY
REVIEW
95% PLAN
12/02/2024**



VICINITY MAP:



YAVAPAI COUNTY — ARIZONA


PLAN LEGEND:

- EXISTING FEATURES**
- PARCEL BOUNDARY (APPROX.)
 - WATSON WOODS PRESERVE BOUNDARY
 - EXISTING MAJOR CONTOUR (5 FT)
 - EXISTING MINOR CONTOUR (1 FT)
 - FLOW LINE
 - EXISTING OVERHEAD TELEPHONE LINE
 - EXISTING OVERHEAD ELECTRIC LINE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE

ABBREVIATIONS:

- ~ APPROXIMATELY
- AB INCH
- AC AGGREGATE BASE
- AP ACRE
- AP APPROXIMATELY
- AP APPROX
- CL CENTER LINE
- CONC CONCRETE
- CP CONTROL POINT
- CY CUBIC YARD
- DIA DIAMETER
- DTL DETAIL
- DWG DRAWING
- EA EACH
- EL ELEVATION
- ELEV ELEVATION
- EOP EDGE OF PAVEMENT
- EX EXISTING
- FG FINISHED GRADE ELEVATION
- FT FEET
- GRD BRK GRADE BREAK
- H HEIGHT
- IN INCH
- L LENGTH
- LBS POUNDS
- LF LINEAR FEET
- LS LUMP SUM
- MAX MAXIMUM
- M.E. MATCH EXISTING
- MIN MINIMUM
- MISC MISCELLANEOUS
- N/A NOT APPLICABLE
- NCD NATURAL CHANNEL DESIGN, INC.
- NO. NUMBER
- NPI NON-PAY ITEM
- NTS NOT TO SCALE
- OC ON CENTER
- PC POINT OF CURVATURE
- POC POINT ON CURVATURE
- PROP. PROPOSED
- PSI POUNDS PER SQUARE INCH
- PLS PURE LIVE SEED
- PP POWER POLE
- PT POINT OF TANGENCY
- R300' RADIUS = 300'
- REQD REQUIRED
- RP RADIUS POINT
- SCH SCHEDULE
- SF SQUARE FEET
- SHT SHEET
- STA STATION
- STD STANDARD
- SY SQUARE YARD
- TBD TO BE DETERMINED
- TN TONS
- TYP TYPICAL
- VLV VALVE
- W WIDTH
- W/ WITH

PREPARED FOR:



PRESCOTT CREEKS
PO Box 3004
Prescott, AZ 86302

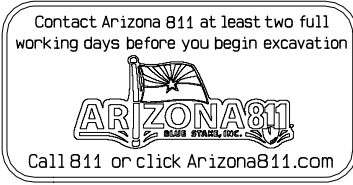
SHEET INDEX:

SHEET #	DESCRIPTION
1	TITLE, INDEX, ACKNOWLEDGEMENTS, GENERAL NOTES
3	PROJECT OVERVIEW AND GENERAL NOTES
3	REACH 1 PLAN VIEW
4	REACH 2 PLAN VIEW

PREPARED BY:



NATURAL CHANNEL DESIGN ENGINEERING, INC.
2900 N WEST ST. #5
FLAGSTAFF, AZ 86604
PHONE: (928) 774-2336



UNDERGROUND UTILITIES LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE UTILITY LOCATIONS WERE PLOTTED FROM A COMBINATION OF FIELD DATA, RECORD DATA, LANDOWNER INFORMATION, AND UTILITY MAPS PROVIDED BY OTHERS, AND MAY NOT REFLECT ALL EXISTING UTILITIES OR THE EXACT LOCATION. LOCATION OF ALL EXISTING UTILITIES SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF AND ANY DAMAGE TO EXISTING UTILITIES. CALL BEFORE YOU DIG (DIAL 811).



NCDE NOTES

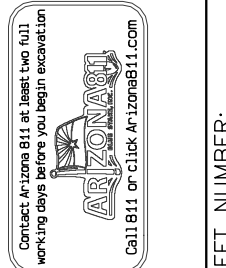
- PRACTICES OUTLINED IN THIS PLAN SET ARE CONCEPTUAL AND FOR PLANNING PURPOSES ONLY. ADDITIONAL SURVEY AND ENGINEERED DESIGNS ARE REQUIRED FOR IMPLEMENTATION.
- PRELIMINARY GRADING DESIGNS AND EARTHWORK QUANTITIES SHOWN IN THIS CONCEPTUAL DESIGN ARE BASED UPON 2022 LIDAR SURVEY DATA PROVIDED TO NCDE BY PRESCOTT CREEKS.

SURVEY INFORMATION:
Survey data included herein relative to topography and elevations are per 2012 LiDAR provided by Vertical Mapping and corrected by City of Prescott to local control.
Boundary, property lines and utilities shown were provided by the City of Prescott.

BASIS OF BEARING AND COORDINATE SYSTEM
Linear Unit: International Feet
Geodetic Horizontal Datum: North American Datum 1983
Coordinate System: Arizona Coordinate System (State Plane) Central (0202)
Vertical Datum: NAVD83

LOCATION OF BASE - CITY OF PRESCOTT
Latitude 34° 34' 29.2797"
Longitude 112° 28' 48.72637"
Height 5587.029 International Feet
Antenna Height 0.0 at bottom of antenna mount

UNAUTHORIZED CHANGES & USES
THE ENGINEER PREPARED THESE PLANS
UNDER THE AUTHORITY OF THE STATE OF ARIZONA
AND THE CITY OF PRESCOTT. ANY CHANGES
MUST BE MADE BY THE ENGINEER.
DATE: 10/09/2024
NODE PROJECT NUMBER: 10/09/2024
SHEET NUMBER: 1 of 4



PRELIMINARY

WATSON WOODS RIPARIAN PRESERVE
CONCEPTUAL ILF MITIGATION WORK PLAN


TITLE, INDEX, ACKNOWLEDGEMENTS, GENERAL NOTES

DRAWN BY: _____

DESIGNED BY: _____

CHECKED BY: _____

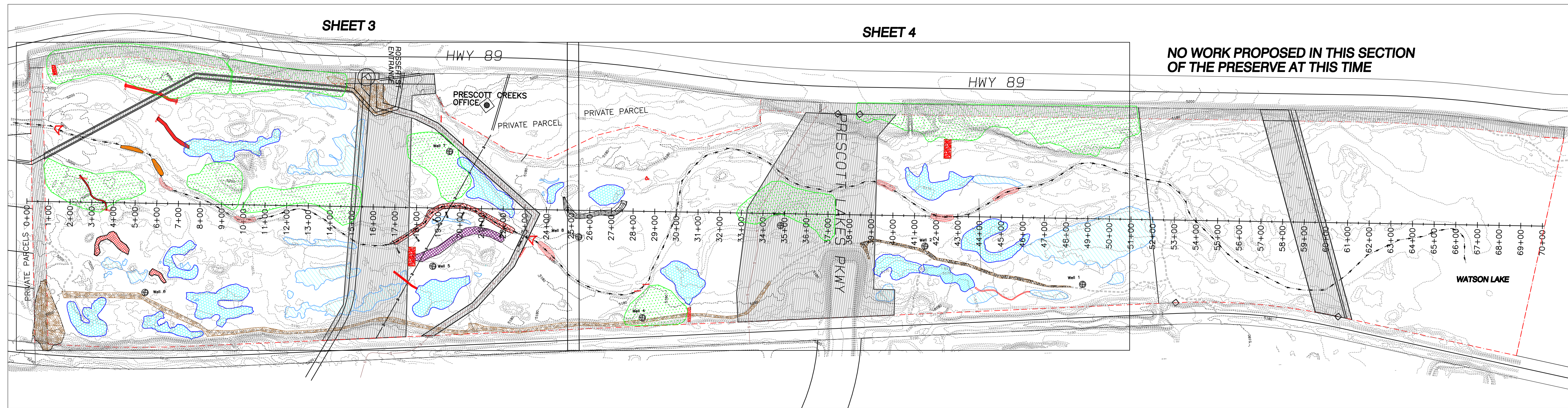
INCH DATE BY REVISION



naturalchannelengineeringinc.com

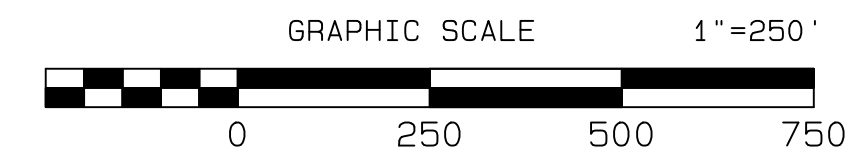
A:\Yavapai County\Watson Woods\Mitigation\Drawings\Watson2024_V10-21-2024.dwg 12/6/2024

Page 138 of 165



OVERVIEW MAP

CONTOUR INTERVAL = 2'



REVEGETATION NOTES

SOIL PREPARATION:
 1. PREPARE THE SOIL BY SCARIFYING THE UPPER TWO INCHES OF THE FINISHED GRADE TO ENSURE THE SOIL IS IN ROUGHENED CONDITION FAVORABLE FOR SEED GERMINATION AND GROWTH. OVERLY COMPACTED ACCESS ROUTES MAY REQUIRE SCARIFICATION TO 6-INCHES FOLLOWED BY SMOOTHING TO ROUGHENED CONDITION FREE OF CLODS.

SEEDING:
 1. RESEEDING OF ALL AREAS DISTURBED BY THE NEW CONSTRUCTION SHALL INCLUDE SPECIES IN THE SEED MIX PROVIDED BY PRESCOTT CREEKS. THE RESEEDED AREA SHALL INCLUDE STAGING AND CONSTRUCTION ACCESS AREA(S). ESTIMATED ACREAGE FOR RESEEDING INCLUDE:
 6.3 ACRES NEW WETLANDS
 5.1 ACRES OTHER DISTURBANCE AREAS
 16.5 ACRES IN THE REVEGETATION AREAS
 2. NO SUBSTITUTION OF SPECIFIED SEED IS ALLOWED WITHOUT PRIOR APPROVAL FROM PRESCOTT CREEKS.
 3. SEED SHALL BE WEED FREE AND SHALL BE PURCHASED FROM A REPUTABLE SUPPLIER. SEED TAG LABELS SHALL BE PROVIDED TO PRESCOTT CREEKS PRIOR TO PLACEMENT.
 4. SEED SHALL BE BROADCAST SEEDED OVER ALL DISTURBED AREAS.
 5. SEED SHALL BE APPLIED UNIFORMLY AND SEEDING SHALL OCCUR BEFORE INSTALLATION OF ANY EROSION CONTROL FABRIC OR WOOD MULCH.
 6. SEED SHALL BE INCORPORATED INTO THE SOIL, BUT NOT MORE THAN 0.5" DEEP.

TREE PLANTINGS:
 1. SELECTION OF SPECIES AND LOCATION OF TREE PLANTINGS TO BE COORDINATED WITH PRESCOTT CREEKS

EQUIPMENT MANAGEMENT

AVOID OR MINIMIZE ALL TYPES OF TRAVEL THROUGH WEED-INFESTED AREAS (AS IDENTIFIED BY PRESCOTT CREEKS) OR RESTRICT TRAVEL TO THOSE PERIODS WHEN SPREAD OF SEED OR PROPAGULES IS LEAST LIKELY.

EQUIPMENT WASH STATION

- HEAVY EQUIPMENT MUST BE WASHED PRIOR TO ENTERING AND EXITING THE PROJECT SITE TO REMOVE ANY TRACES OF NOXIOUS OR OTHER UNDESIRE WEEDS AND PLANTS. THIS PRACTICE WILL HELP REDUCE THE LEVEL OF NEW INFESTATION OF NOXIOUS WEEDS, AND THUS REDUCE THE NEED FOR HERBICIDE OR MECHANICAL CONTROL USED TO CONTROL THESE SPECIES. THIS PRACTICE DOES NOT APPLY TO SERVICE VEHICLES TRAVELING FREQUENTLY IN AND OUT OF THE PROJECT AREA THAT WILL REMAIN ON A CLEAN ROADWAY.
- THE SPECIFIED LOCATIONS FOR WASHING VEHICLES AND EQUIPMENT SHALL BE IN THE DESIGNATED STAGING AREAS TO BE DETERMINED BY PRESCOTT CREEKS.
- THE HORIZONTAL DIMENSIONS OF THE WASHING AREAS WILL BE DETERMINED BY THE CONTRACTOR BASED ON SITE ACCESS NEEDS, NUMBER OF VEHICLES BEING WASHED AT ANY ONE TIME, ETC.
- THEY MUST HAVE A FILTER SYSTEM, FOR EXAMPLE AT LEAST 6 INCHES OF LARGE CINDER OR GRAVEL SPREAD OVER AN AREA 10FT X 30FT. FILTER CLOTH MAY BE USED FOR TEMPORARY STATIONS. THE AREA WILL BE A PERCHED DRAINAGE TO ALLOW EXCESS MOISTURE TO DRAIN AFTER BEING FILTERED AND MUST BE AT LEAST 200 FEET FROM A NATURAL DRAINAGE TO AVOID CONTAMINATION.

LEGEND:

	WATSON WOODS PRESERVE BOUNDARY
	COP TRAILS
	EASEMENT EXCLUSION AREA
	EXISTING WETLAND
	WETLAND CREATION
	CHANNEL SHAPING
	BACKWATER WETLAND
	POOL CREATION/BANK SLOPING
	BERM REMOVAL
	ROCK RUNDOWN/PLUG
	SPOIL AREAS
	REVEGETATION AREAS
	TRANSVERSE BAR REMOVAL
	MONITORING WELL

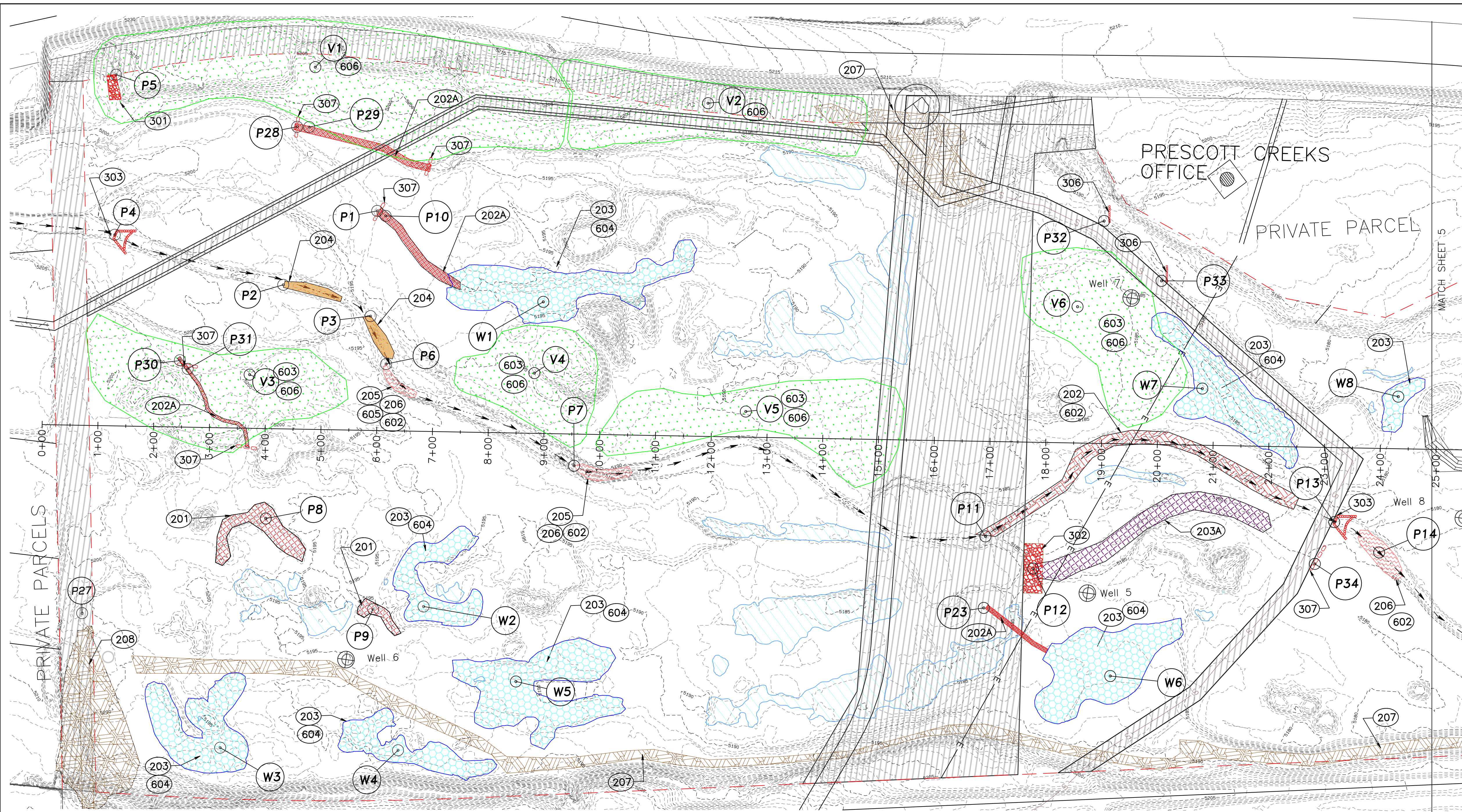
**PRELIMINARY
FOR AGENCY
REVIEW**

95% PLAN
12/02/2024

PRELIMINARY

WATSON WOODS RIPARIAN PRESERVE
 CONCEPTUAL IIF MITIGATION WORK PLAN
 PROJECT OVERVIEW AND GENERAL NOTES

NO.	DATE	BY	REVISION

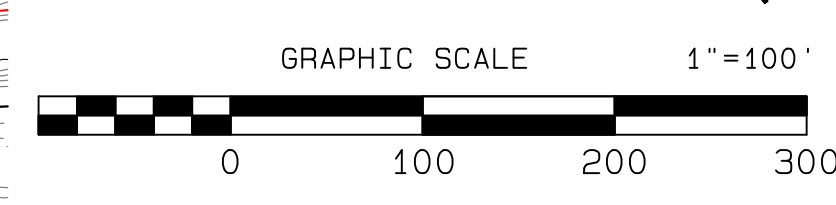
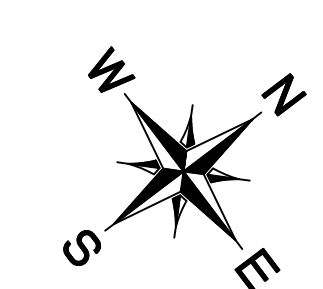


- EARTHWORK**
- 201 EXCAVATE/GRADE TO REMOVE EXISTING BERM.
 - 202 CONSTRUCT BANKFULL CHANNEL UTILIZING TYPICAL CROSS-SECTION TEMPLATE
 - 202A CONSTRUCT CONNECTOR CHANNEL PER TYPICAL CROSS-SECTION TEMPLATE
 - 203 EXCAVATE AND GRADE TO CREATE NEW WETLAND
 - 203A BACKWATER WETLAND FORMED BY CHANNEL PLUG UPSTREAM
 - 204 REMOVE TRANSVERSE BAR FORMING IN BED OF CHANNEL. MATCH UPSTREAM AND DOWNSTREAM BED ELEVATIONS
 - 205 RESLOPE STEEP BANK ON OUTSIDE OF MEANDER
 - 206 EXCAVATE CHANNEL BED TO FORM POOL
 - 207 PLACE AND COMPACT SPOILS ALONG TRAIL AND PARKING AREA TO DESIGNATED DEPTHS. TBD
 - 208 PLACE AND COMPACT SPOILS TO CONSTRUCT ACCESS RAMP. CONCEPTUAL: 20' TOP WIDTH, 2:1 FILL SLOPES, 10% RAMP SLOPE.
- CHANNEL STRUCTURES**
- 301 INSTALL ROCK RUNDOWN
 - 302 INSTALL CHANNEL PLUG TO CUT OFF LOW FLOW ACCESS TO CHANNEL
 - 303 INSTALL CROSS-VANE WEIR TO PROVIDE GRADE CONTROL FOR LOW WATER CROSSING INCLUDE PEDESTRIAN STEPPING STONES UPSTREAM - TO BE DESIGNED
 - 306 INSTALL ROCK VANE TO PROVIDE BANK PROTECTION
 - 307 INSTALL ROCK GILL ACROSS NEW CHANNEL FOR GRADE CONTROL
- VEGETATION**
- 601 SEED AND MULCH ALL DISTURBED AREAS WITH NATIVE SEED MIX
 - 602 PLANT WILLOW POLE CLUSTERS ON OUTSIDE MEANDER BANK
 - 603 PLANT COTTONWOOD POLES. LOCATIONS AND QUANTITIES TO BE DETERMINED
 - 604 PLANT WETLAND PLUGS
 - 605 INVASIVE VINCA SPECIES AT THIS LOCATION. BURY SPOILS AT SITE TO PREVENT SPREAD
 - 606 REVEGETATION AREAS - SPECIES AND QUANTITIES TBD BY PRESCOTT CREEKS

UNAUTHORIZED CHANGE & USE OF THESE PRELIMINARY PLANS IS PROHIBITED. ANY CHANGES MADE TO THESE PLANS MUST BE APPROVED BY THE DESIGNER. DATE: 10/09/2024 SHEET NUMBER: 3 OF 4

PRELIMINARY

WATSON WOODS RIPARIAN PRESERVE CONCEPTUAL I/LF MITIGATION WORK PLAN REACH 1 PLAN VIEW



CONTOUR INTERVAL = 1'

Pt #	Northing	Easting	Descriptor	QUANTITY	UNITS
P1	1299107.5201	543013.3395	ROCK SILL	1	EA
P2	1298893.2650	543018.1996	REMOVE TRANSVERSE BAR	100	LF
P3	1298984.8333	543157.1045	REMOVE TRANSVERSE BAR	100	LF
P4	1298705.4174	542765.1202	INSTALL WEIR	1	EA
P5	1298879.5577	542536.9082	ROCK RUNDOWN	40	LF
P6	1298855.5076	543242.5810	BANK SLOPE, DIG POOL	85.5	LF, CY
P7	1299115.6354	543590.7528	BANK SLOPE, DIG POOL	90.5	LF, CY
P8	1298616.7352	543334.6457	BERM REMOVAL	620	CY
P9	1298672.9777	543580.1070	BERM REMOVAL	53	CY
P10	1299114.2601	543029.6403	CHANNEL EXCAVATION	190	LF
P11	1299629.5741	544134.7201	CHANNEL EXCAVATION	650	CY
P12	1299663.4040	544232.1655	CHANNEL PLUG	1	EA
P13	1300145.3754	544489.6361	WEIR	1	EA
P14	1300177.0591	544581.4875	EXCAVATE POOL	5	CY
P23	1299550.2732	544235.5233	CONNECTOR CHANNEL	130	LF
P27	1298251.4468	543272.6960	TRAIL RAMP	11980	CY
P28	1299083.2529	542806.5179	ROCK SILL	1	EA
P29	1299100.2097	542819.8606	CHANNEL EXCAVATION	260	LF
P30	1298663.9189	543015.1969	ROCK SILL	1	EA
P31	1298665.8160	543035.9577	CHANNEL EXCAVATION	220	LF
P32	1300139.2691	543810.0873	ROCK VANE	1	EA
P33	1300157.2120	543957.7660	ROCK VANE	1	EA
P34	1300072.5496	544528.7076	ROCK SILL	1	EA

Pt #	Northing	Easting	Wetland Ele.	Descriptor	QUANTITY	UNITS	Wetland Acreage
W1	1299247.9110	543322.5372	5187.00	WETLAND EXCAVATION	3517	CY	0.65
W2	1298748.2769	543630.6074	5900.00	WETLAND EXCAVATION	672	CY	0.31
W3	1298304.6418	543614.2192	5194.00	WETLAND EXCAVATION	1823	CY	0.47
W4	1298556.9444	543809.3422	5191.00	WETLAND EXCAVATION	702	CY	0.29
W5	1298800.0732	543837.5637	5189.00	WETLAND EXCAVATION	2966	CY	0.71
W6	1299658.4488	544469.3269	5181.00	WETLAND EXCAVATION	4750	CY	0.62
W7	1300099.8198	544156.1683	5180.00	WETLAND EXCAVATION	2720	CY	0.53
W8	1300372.2080	544378.6263	5175.00	WETLAND EXCAVATION	417	CY	0.09

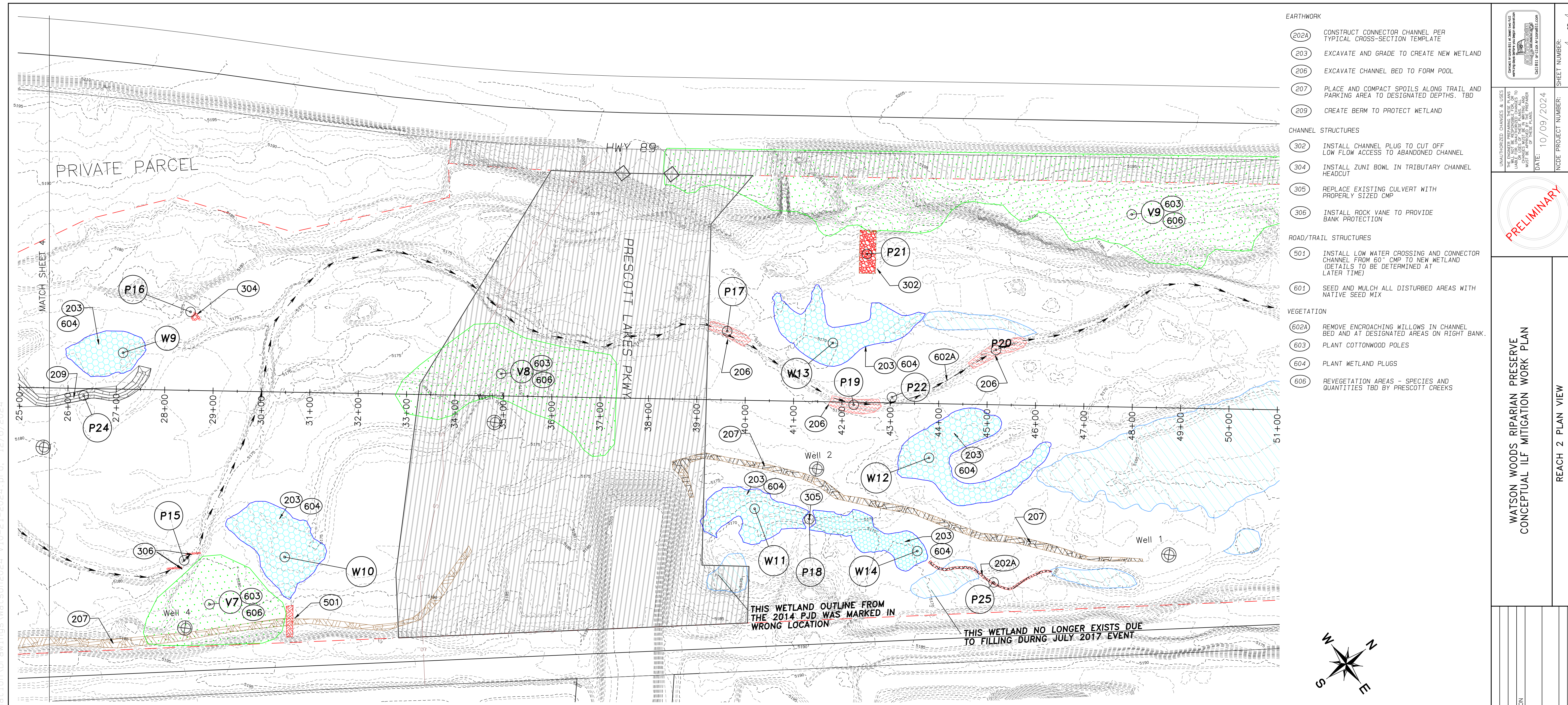
Pt #	Northing	Easting	Descriptor	Acreage
V1	1299173.5116	542740.5384	REVEGETATION AREA	3.4
V2	1299697.9758	543214.9210	REVEGETATION AREA	1.4
V3	1298748.3769	543110.8274	REVEGETATION AREA	1.5
V4	1299158.3957	543415.0897	REVEGETATION AREA	0.8
V5	1299420.3190	543697.7774	REVEGETATION AREA	1.4
V6	1300008.9216	543904.4669	REVEGETATION AREA	1.3

LEGEND:

- WATSON WOODS PRESERVE BOUNDARY
- ▨ EASEMENT EXCLUSION AREA
- ▨ EXISTING WETLAND
- ▨ WETLAND CREATION
- ▨ CHANNEL SHAPING
- ▨ BACKWATER WETLAND
- ▨ POOL CREATION/BANK SLOPING
- ▨ BERM REMOVAL
- ▨ ROCK RUNDOWN/PLUG
- ▨ SPOIL AREAS
- ▨ REVEGETATION AREAS
- ▨ TRANSVERSE BAR REMOVAL
- ROCK SILL
- ZUNI BOWL
- ROCK CROSS-VANE WEIR
- ROCK VANE INSTALLATION
- MONITORING WELL

DESIGNED BY:	CHECKED BY:	DATE:	REVISION:

Natural Channel Design Engineering Inc.
 ncdengineeringinc.com



- EARTHWORK**
- (202A) CONSTRUCT CONNECTOR CHANNEL PER TYPICAL CROSS-SECTION TEMPLATE
 - (203) EXCAVATE AND GRADE TO CREATE NEW WETLAND
 - (206) EXCAVATE CHANNEL BED TO FORM POOL
 - (207) PLACE AND COMPACT SPOILS ALONG TRAIL AND PARKING AREA TO DESIGNATED DEPTHS. TBD
 - (209) CREATE BERM TO PROTECT WETLAND
- CHANNEL STRUCTURES**
- (302) INSTALL CHANNEL PLUG TO CUT OFF LOW FLOW ACCESS TO ABANDONED CHANNEL
 - (304) INSTALL ZUNI BOWL IN TRIBUTARY CHANNEL HEADCUT
 - (305) REPLACE EXISTING CULVERT WITH PROPERLY SIZED CMP
 - (306) INSTALL ROCK VANE TO PROVIDE BANK PROTECTION
- ROAD/TRAIL STRUCTURES**
- (501) INSTALL LOW WATER CROSSING AND CONNECTOR CHANNEL FROM 60" CMP TO NEW WETLAND (DETAILS TO BE DETERMINED AT LATER TIME)
 - (601) SEED AND MULCH ALL DISTURBED AREAS WITH NATIVE SEED MIX
- VEGETATION**
- (602A) REMOVE ENCROACHING WILLOWS IN CHANNEL BED AND AT DESIGNATED AREAS ON RIGHT BANK.
 - (603) PLANT COTTONWOOD POLES
 - (604) PLANT WETLAND PLUGS
 - (606) REVEGETATION AREAS - SPECIES AND QUANTITIES TBD BY PRESCOTT CREEKS

UNAUTHORIZED CHANGES & USES ARE PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA. DATE: 10/09/2024

PRELIMINARY

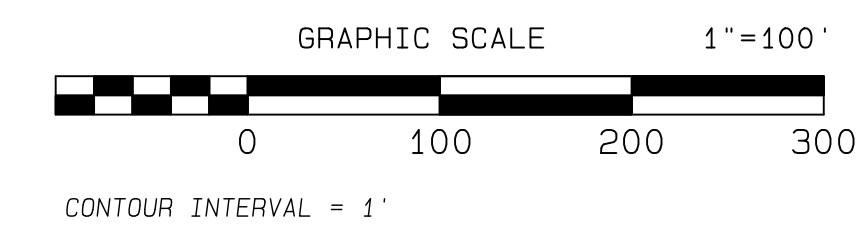
WATSON WOODS RIPARIAN PRESERVE
CONCEPTUAL IIF MITIGATION WORK PLAN
REACH 2 PLAN VIEW

DESIGNED BY:	CHECKED BY:	DATE:	REVISION:

Natural Channel Design
Engineering Inc.
ncdesignengineeringinc.com

Pt #	Northing	Easting	Wetland Ele.	Descriptor	QUANTITY	UNITS	Wetland Acreage
P15	1300427.3067	544984.9301		INSTALL 2 ROCK VANES	2	EA	
P16	1300745.9154	544582.4245		ZUNI BOWL	1	EA	
P17	1301608.9816	545279.9408		EXCAVATE POOL	15	CY	
P18	1301511.9297	545692.2674		REPLACE EXIST CMP	20	LF	
P19	1301726.9779	545558.5145		EXCAVATE POOL	5	CY	
P20	1302030.4877	545644.2944		EXCAVATE POOL	5	CY	
P21	1301935.7797	545325.8512		CHANNEL PLUG	20	CY	
P22	1301799.7107	545593.4684		WILLOW THINNING	450	LF	
P24	1300465.5487	544588.1006		INSTALL BERM	360, 380	LF, CY	
P25	1301738.1424	546025.5467		Wetland Channel	280	LF	
W9	1300583.6439	544566.2520	5175.00	WETLAND EXCAVATION	720	CY	0.26
W10	1300597.6382	545104.3442	5174.50	WETLAND EXCAVATION	1550	CY	0.51
W11	1301434.3698	545607.3756	5165.50	WETLAND EXCAVATION	1770	CY	0.37
W12	1301785.8228	545739.5766	5164.00	WETLAND EXCAVATION	2922	CY	0.64
W13	1301769.2738	545430.6708	5165.50	WETLAND EXCAVATION	2740	CY	0.52
W14	1301650.7681	545879.0312	5164.00	WETLAND EXCAVATION	1220	CY	0.31

Pt #	Northing	Easting	Descriptor	Acreage
V7	1300414.7373	545089.0686	REVEGETATION AREA	0.9
V8	1301182.3807	545069.7998	REVEGETATION AREA	1.6
V9	1302422.6696	545589.0004	REVEGETATION AREA	4.5



LEGEND:

- WATSON WOODS PRESERVE BOUNDARY
- EASEMENT EXCLUSION AREA
- EXISTING WETLAND
- WETLAND CREATION
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- BACKWATER WETLAND
- POOL CREATION/BANK SLOPING
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- ROCK RUNDOWN/PLUG
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- TRANSVERSE BAR REMOVAL
- ROCK SILL
- ZUNI BOWL
- ROCK CROSS-VANE WEIR
- ROCK VANE INSTALLATION
- MONITORING WELL

Watson Woods Riparian Preserve *In-Lieu Fee Program & Conservation Easement*

January 27, 2026

BRIAN RUIZ
CITY OF PRESCOTT

MICHAEL BYRD
PRESCOTT CREEKS





Agenda

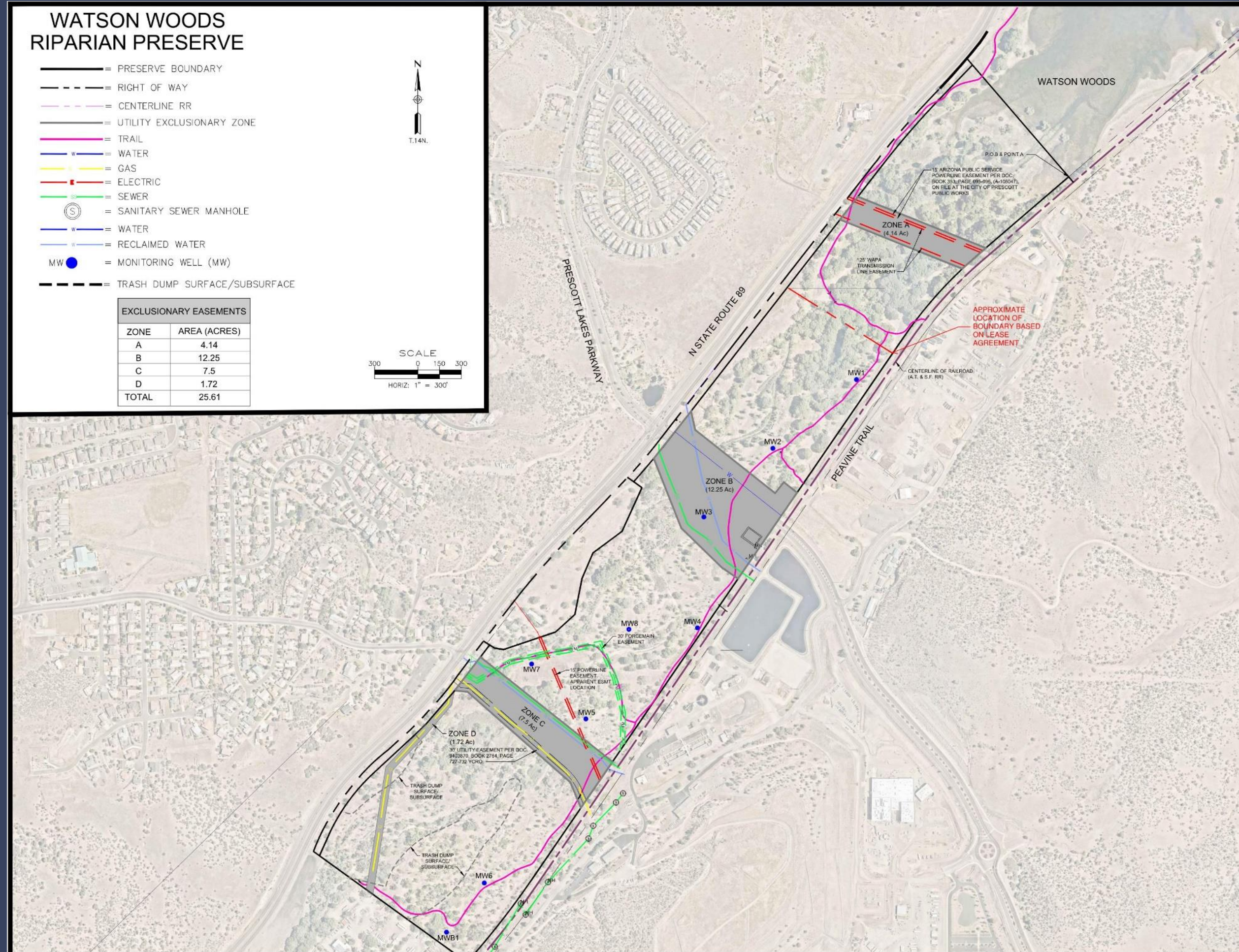
- Overview and Background
- In-Lieu Fee Program Overview
- Key Components
- Next Steps
- Questions and Answers

Overview and Background – History

- Pre 1940 – native land and Granite Creek
- 1940 – Railroad constructed
- 1950's – Landfill dumping
- 1970's – Quarry and gravel mining
- 1990's – Watson Woods Riparian Preserve

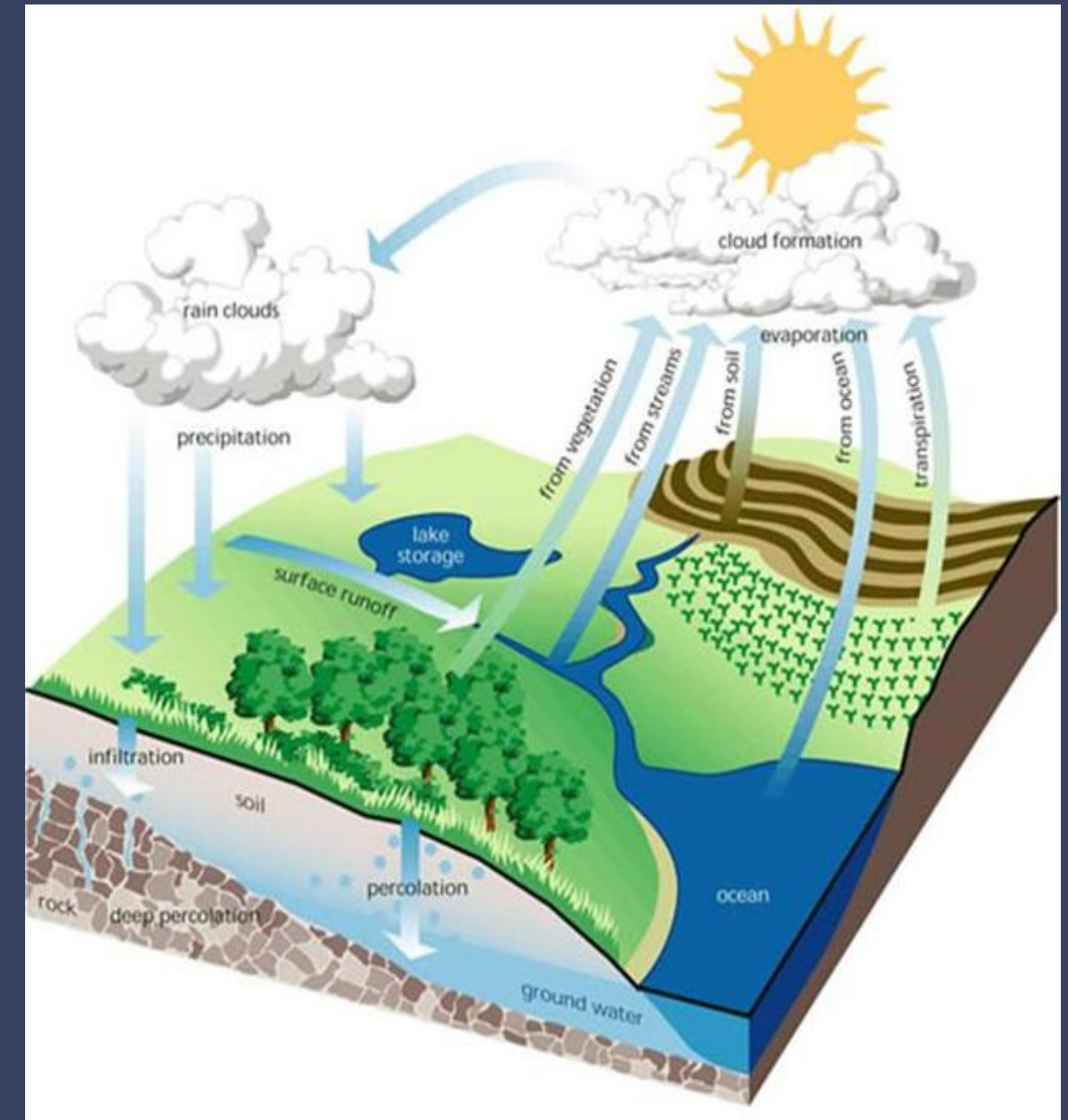


Overview and Background – Utilities & Trails



Overview and Background – Completed Work

- *Utilities and Infrastructure Assessment*
- *Trails and Recreational Assessment*
- *Hydrologic Evaluation*
- *Environmental Site Assessment*



In-Lieu Fee Program Overview



City of Prescott & Prescott Creeks Relationship

- Prescott Creeks is a Not-for-Profit Organization

Established 1990. Mission to achieve healthy watersheds and clean waters in central Arizona for the benefit of people and wildlife.

- Granite Creek Trail (now the Greenway)
- Granite Creek Cleanup (since 2007)
- Watson Woods Riparian Preserve



Watson Woods Riparian Preserve – Ecological Restoration

Goals

- Enhance and restore creek function and riparian habitat
- Create additional riparian habitat
- Educate and involve community members

Project Details

- 5-Year Project (2009 – 2013)
- ~\$1.5 Million in Funding
 - AZ Water Protection Fund Grant
 - AZ Dept. of Environmental Quality Grants
 - City of Prescott (In-kind Services and Cash)

Prescott Creeks Preservation Association

Watson Woods Riparian Preserve Restoration Project

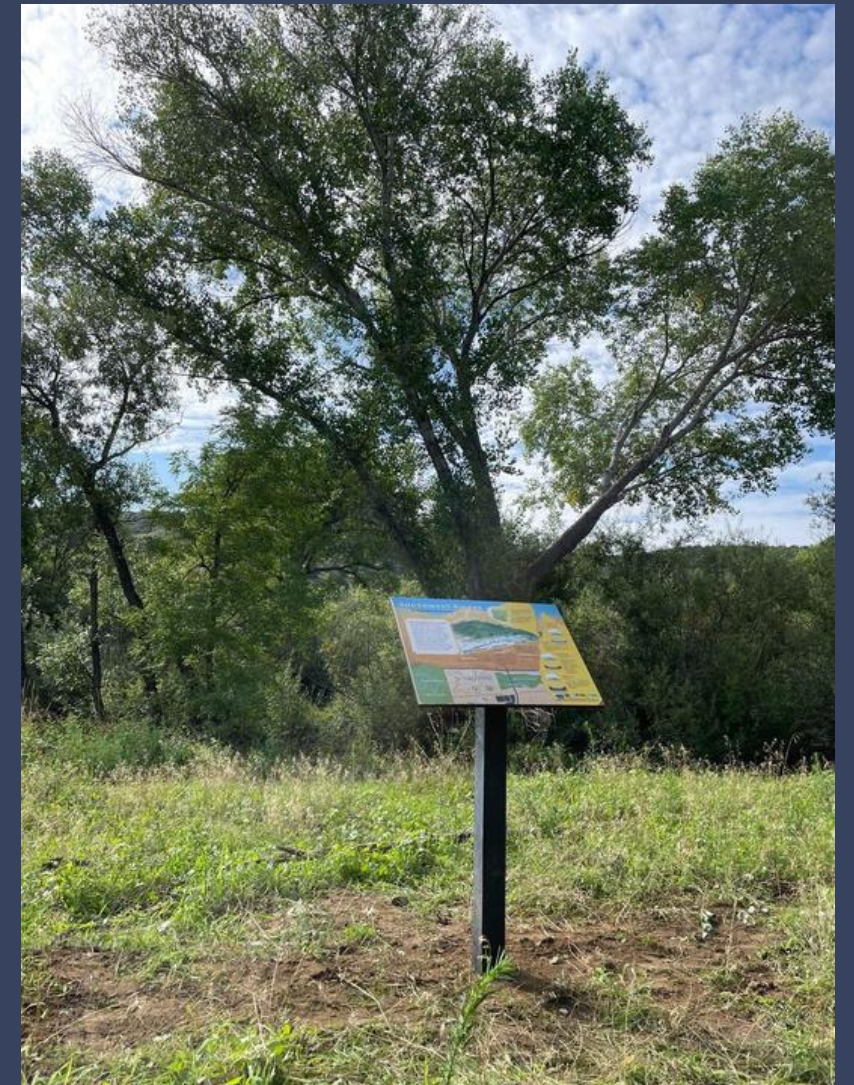
Arizona Water Protection Fund Commission Grant #: 08-158WPF



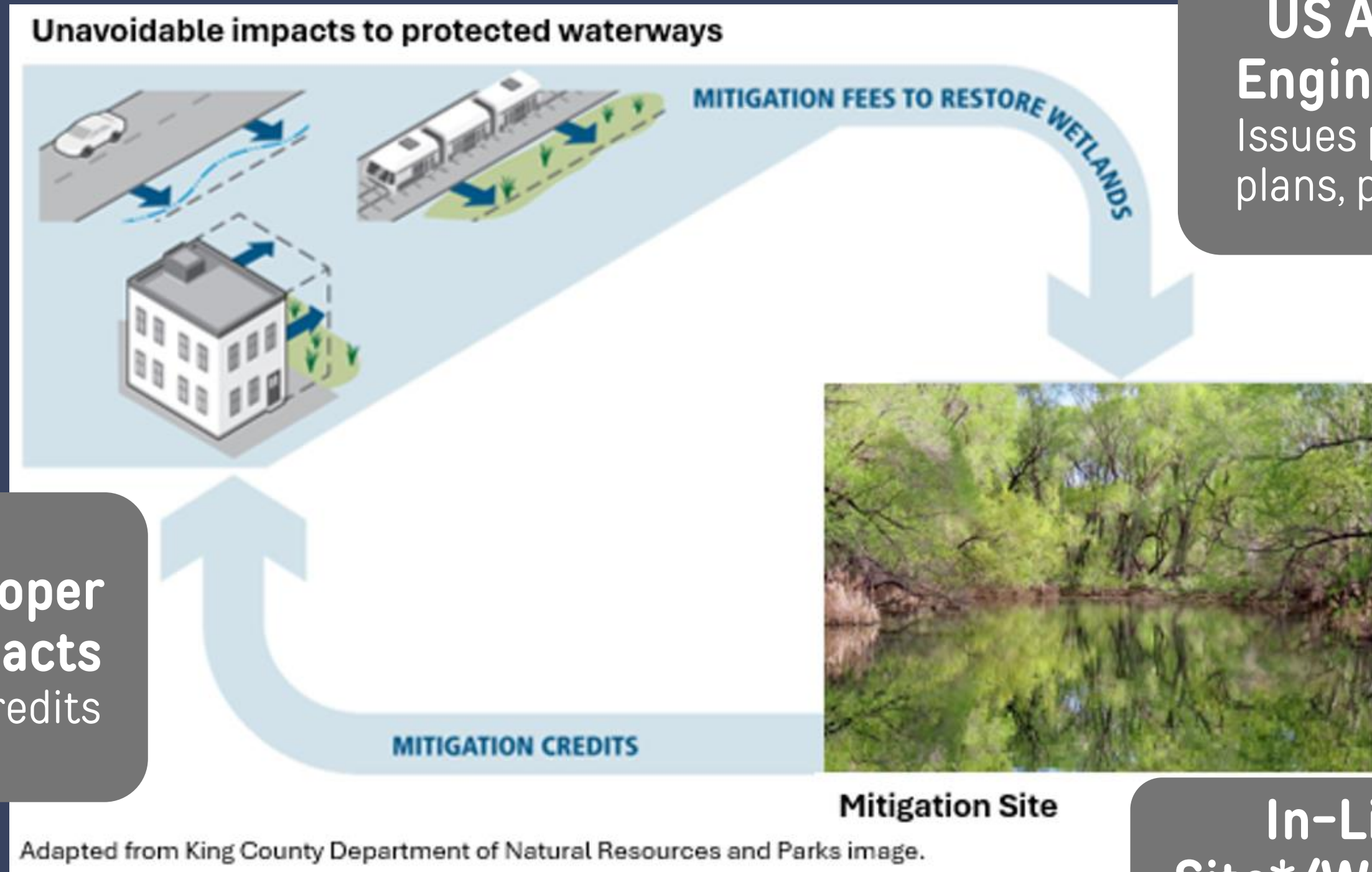
Final Report
April 2013

Watson Woods Riparian Preserve & In-Lieu Fee Mitigation

- The Preserve is part of an In-Lieu Fee Project that provides mitigation credits to permittees that cause unavoidable impacts to jurisdictional waters under Section 404 of the Clean Water Act.
- As a part of the In-Lieu Fee project, the US Army Corps of Engineers (USACE) has directed Prescott Creeks to develop plans for the Preserve site.
- Establishment of a site protection instrument, in the form of a conservation easement is a required element of the plans.



In-Lieu Fee Mitigation Process



US Army Corps of Engineers & US EPA
Issues permits, approves plans, provides oversight

Permittee/Developer
Unavoidable Impacts
Obtain permit, buy credits

In-Lieu Fee Mitigation Site*/Watson Woods Riparian Preserve
Prepare Plans, Sell Credits, Assume Liability, Implement Mitigation

**Approved Site Protection Instrument (Conservation Easement) is a required element for ILF mitigation site.*

In-Lieu Fee Program Status

Draft Development / Mitigation Plan

Required Plan Components

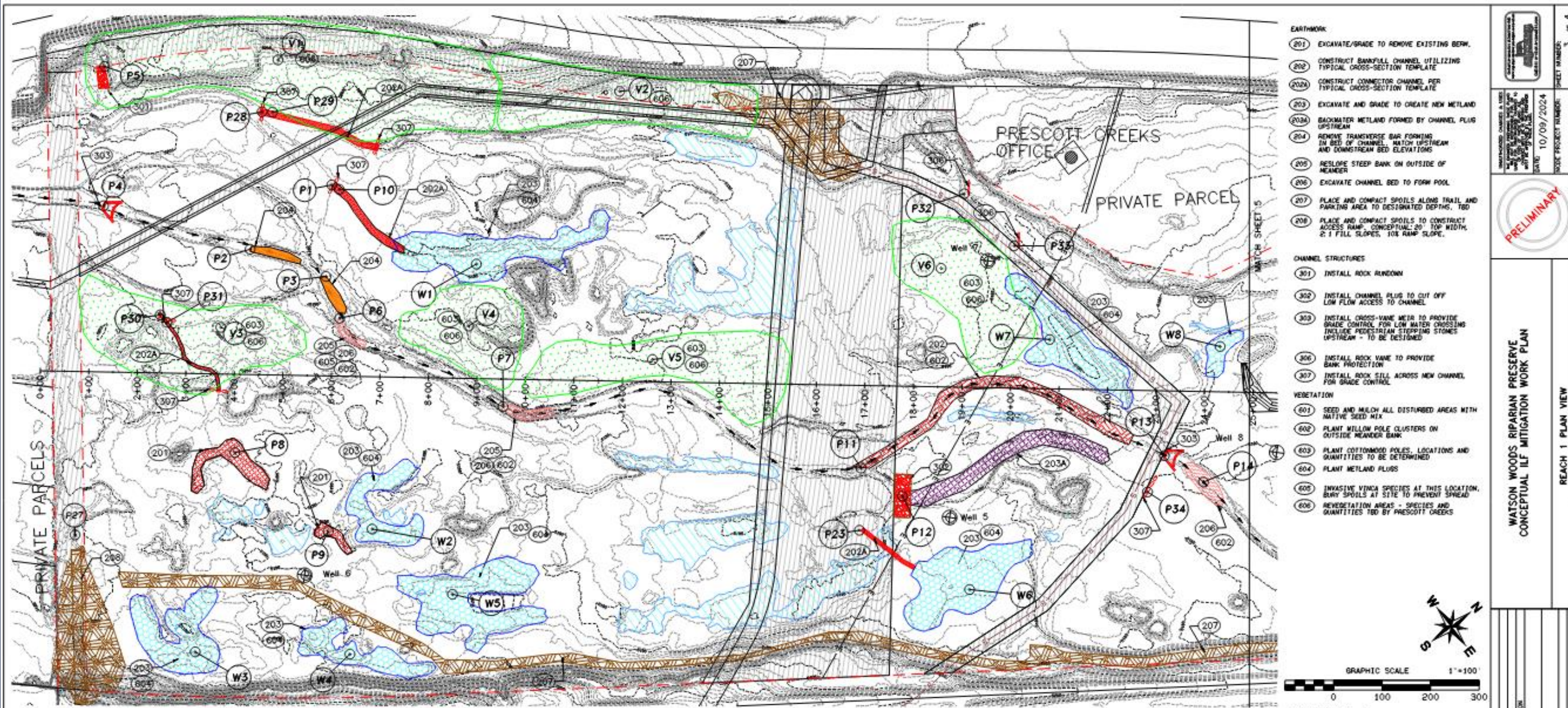
1. Objectives
2. Site Selection Factors
- 3. Site Protection Instrument (Conservation Easement)**
4. Baseline Information
5. Credit Determination
6. Work Plan
7. Maintenance Plan
8. Performance Standards
9. Monitoring Requirements
10. Long-Term Management Plan
11. Adaptive Management Plan
12. Financial Assurances
13. Default & Closure



40 CFR § 332.4 (c)



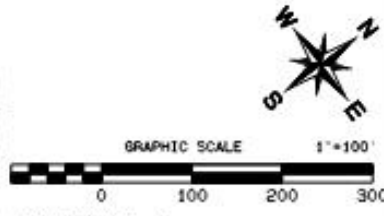
In-Lieu Fee Program Work Plan



- EARTHWORK**
- 201 EXCAVATE/GRADE TO REMOVE EXISTING BERM.
 - 202 CONSTRUCT BANKFULL CHANNEL UTILIZING TYPICAL CROSS-SECTION TEMPLATE
 - 202A CONSTRUCT CONNECTOR CHANNEL PER TYPICAL CROSS-SECTION TEMPLATE
 - 203 EXCAVATE AND GRADE TO CREATE NEW WETLAND
 - 203A BACKFILL WETLAND FORMED BY CHANNEL PLUS UPSTREAM
 - 204 REMOVE TRANSVERSE BAR FORMING IN BED OF CHANNEL, MATCH UPSTREAM AND DOWNSTREAM BED ELEVATIONS
 - 205 RESLOPE STEEP BANK ON OUTSIDE OF MEANDER
 - 206 EXCAVATE CHANNEL BED TO FORM POOL
 - 207 PLACE AND COMPACT SPOILS ALONG TRAIL AND PARKING AREA TO DESIGNATED DEPTHS, TBD
 - 208 PLACE AND COMPACT SPOILS TO CONSTRUCT ACCESS RAMP, CONCEPTUAL: 20' TOP WIDTH, 2:1 FILL SLOPES, 10% RAMP SLOPE.
- CHANNEL STRUCTURES**
- 301 INSTALL ROCK RUNDOWN
 - 302 INSTALL CHANNEL PLUS TO CUT OFF LOW FLOW ACCESS TO CHANNEL
 - 303 INSTALL CROSS-VANE WEIR TO PROVIDE GRADE CONTROL FOR LOW WATER CROSSINGS INCLUDE PEDESTRIAN STEPPING STONES UPSTREAM - TO BE DESIGNED
 - 306 INSTALL ROCK VANE TO PROVIDE BANK PROTECTION
 - 307 INSTALL ROCK SILL ACROSS NEW CHANNEL FOR GRADE CONTROL
- VEGETATION**
- 601 SEED AND MULCH ALL DISTURBED AREAS WITH NATIVE SEED MIX
 - 602 PLANT WILLOW POLE CLUSTERS ON OUTSIDE MEANDER BANK
 - 603 PLANT COTTONWOOD POLES, LOCATIONS AND QUANTITIES TO BE DETERMINED
 - 604 PLANT WETLAND PLUGS
 - 605 INVASIVE VINCA SPECIES AT THIS LOCATION, BURY SPOILS AT SITE TO PREVENT SPREAD
 - 606 REVEGETATION AREAS - SPECIES AND QUANTITIES TBD BY PRESCOTT CREEKS

DATE: 10/09/2024
PROJECT NUMBER: 10/09/2024
SHEET NUMBER: 3 of 4
PRELIMINARY

WATSON WOODS RIPARIAN PRESERVE
CONCEPTUAL ILF MITIGATION WORK PLAN
REACH 1 PLAN VIEW



Pt #	Northing	Easting	Descriptor	QUANTITY	UNITS
P1	1299107.5201	543013.3395	ROCK SILL	1	EA
P2	1298893.2650	543018.1996	REMOVE TRANSVERSE BAR	100	LF
P3	1298984.8333	543157.1045	REMOVE TRANSVERSE BAR	100	LF
P4	1298705.4174	542765.1202	INSTALL WEIR	1	EA
P5	1298879.5577	542536.9082	ROCK RUNDOWN	40	LF
P6	1298955.5076	543242.5810	BANK SLOPE, DIG POOL	85.5	LF, CY
P7	1299115.6354	543590.7528	BANK SLOPE, DIG POOL	90.5	LF, CY
P8	1298616.7352	543334.6457	BERM REMOVAL	620	CY
P9	1298672.9777	543580.1070	BERM REMOVAL	53	CY
P10	1299114.2601	543029.6403	CHANNEL EXCAVATION	190	LF
P11	1299629.5741	544134.7201	CHANNEL EXCAVATION	650	CY
P12	1299663.4040	544232.1655	CHANNEL PLUG	1	EA
P13	1300145.3754	544489.6361	WEIR	1	EA
P14	1300177.0591	544581.4875	EXCAVATE POOL	5	CY
P23	1299550.2732	544235.5233	CONNECTOR CHANNEL	130	LF
P27	1298251.4468	543272.6960	TRAIL RAMP	11980	CY
P28	1299083.2529	542806.5179	ROCK SILL	1	EA
P29	1299100.2097	542819.8606	CHANNEL EXCAVATION	260	LF
P30	1298663.9189	543015.1969	ROCK SILL	1	EA
P31	1298665.8160	543035.9577	CHANNEL EXCAVATION	220	LF
P32	1300139.2691	543810.0873	ROCK VANE	1	EA
P33	1300157.2120	543957.7660	ROCK VANE	1	EA
P34	1300072.5496	544528.7076	ROCK SILL	1	EA

Pt #	Northing	Easting	Netland Ele.	Descriptor	QUANTITY	UNITS	Wetland Acreage
M1	1299247.9110	543322.5372	5187.00	WETLAND EXCAVATION	3517	CY	0.65
M2	1298748.2769	543630.6074	5900.00	WETLAND EXCAVATION	672	CY	0.31
M3	1298304.6418	543614.2192	5194.00	WETLAND EXCAVATION	1823	CY	0.47
M4	1298556.9444	543809.3422	5191.00	WETLAND EXCAVATION	702	CY	0.29
M5	1298800.0732	543837.5637	5189.00	WETLAND EXCAVATION	2966	CY	0.71
M6	1299556.4488	544469.3269	5181.00	WETLAND EXCAVATION	4750	CY	0.62
M7	1300099.8196	544156.1653	5180.00	WETLAND EXCAVATION	2720	CY	0.53
M8	1300372.2080	544378.6263	5175.00	WETLAND EXCAVATION	417	CY	0.09

Pt #	Northing	Easting	Descriptor	Acreage
V1	1299173.5116	542740.5384	REVEGETATION AREA	3.4
V2	1299697.9758	543214.9210	REVEGETATION AREA	1.4
V3	1298748.3769	543110.8274	REVEGETATION AREA	1.5
V4	1299158.3957	543415.0897	REVEGETATION AREA	0.8
V5	1299420.3190	543697.7774	REVEGETATION AREA	0.4
V6	1300008.9216	543904.4689	REVEGETATION AREA	1.3

LEGEND:

- WATSON WOODS PRESERVE BOUNDARY
- EASEMENT EXCLUSION AREA
- EXISTING WETLAND
- WETLAND CREATION
- CHANNEL SHAPING
- BACKWATER WETLAND
- POOL CREATION/BANK SLOPING
- BERM REMOVAL
- ROCK RUNDOWN/PLUG
- SPOIL AREAS
- REVEGETATION AREAS
- TRANSVERSE BAR REMOVAL
- ROCK SILL
- ZUNI BOWL
- ROCK CROSS-VANE WEIR
- ROCK VANE INSTALLATION
- MONITORING WELL

DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: [Date]
BY: [Name]

Natural Channel Design
Engineering Inc.
ncdengineeringinc.com

Key Components

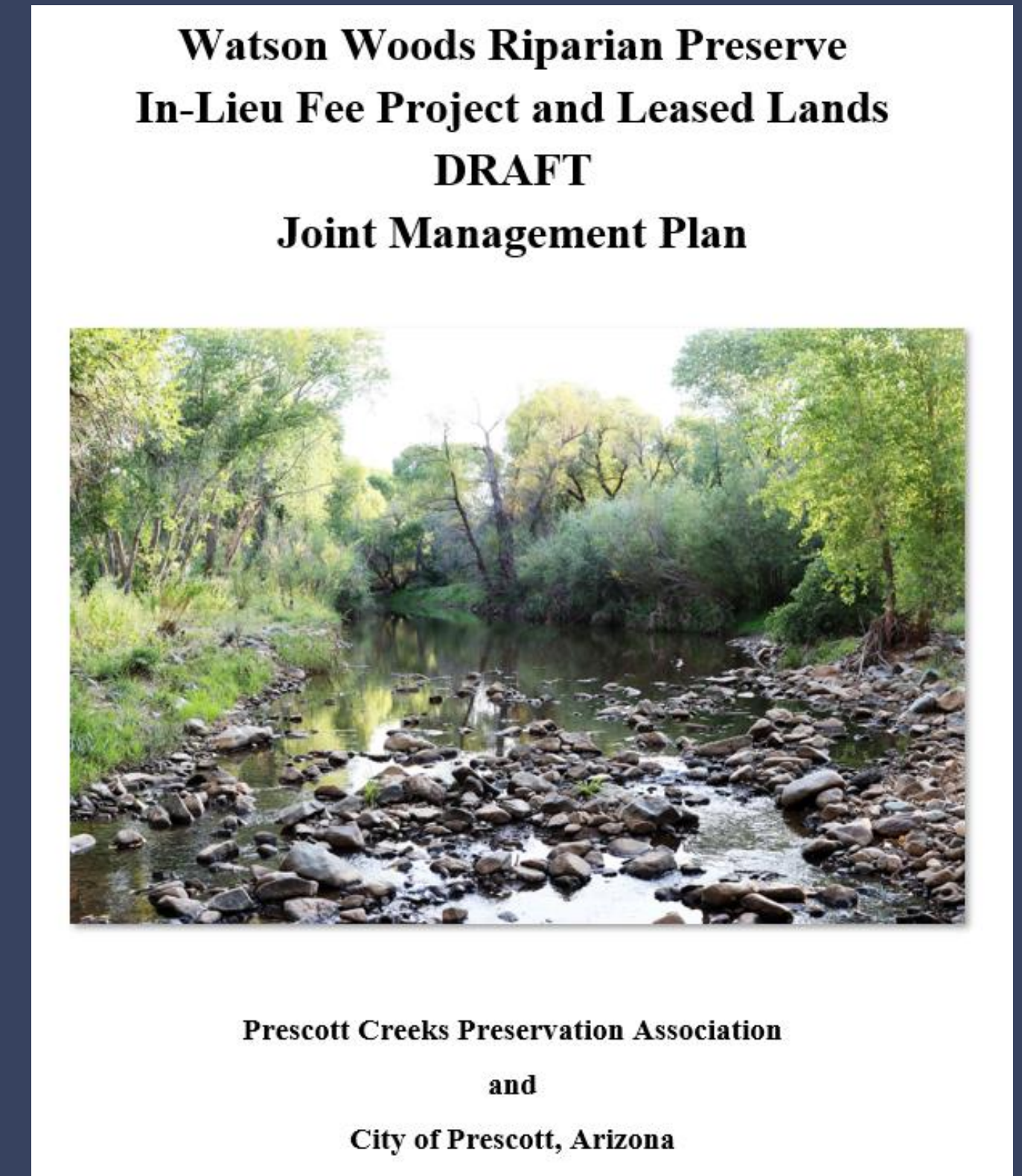
- *Joint Management Plan*
- *Lease & Conservation Easement*
- *APS Coordination*



Joint Management Plan

What Does It Do?

- Provide written framework of future management of the Preserve
- Identify responsibilities for Prescott Creeks
- Identify responsibilities for the City
- Identify joint responsibilities
- Inventory all known infrastructure and utilities within the Preserve
- Address Fire Management



Joint Management Plan

Key Aspects

- Describes the function and goals of the Preserve
- Describes the Conservation Easement and Lease areas
- Establish protocol for City for routine and emergency access
- Fire Management Plan
- Clearly identifies responsibilities for all know structures, utilities, trail, and roads within the Preserve

4. Trails & Roads

Multiple Trails and Roads exist within the Preserve and are found in both the Conservation Easement Areas and Lease Areas.

City of Prescott will be responsible for maintenance of trails and roads as identified in the table below and in Attachment 2. City personnel shall have the right and the ability for vehicular access within the Preserve, including areas within the Conservation Easement for any routine scheduled or Emergency maintenance of City infrastructure listed in the table below. In the absence of an emergency, all such vehicular access shall be scheduled through Prescott Creeks personnel and accessed via controlled locations as identified in maps within Attachment 2. In the event of an emergency, the City shall have vehicular access to the Preserve including areas within the Conservation Easement without prior Prescott Creeks approval. During emergencies the City shall make every effort to contact Prescott Creeks personnel to appraise Prescott Creeks of the nature and circumstances of the emergency.

If maintenance of City infrastructure listed below and within Attachment 2 requires disturbance to areas within the Preserve including the Conservation Easement, the City will coordinate with Prescott Creeks to create a mitigation plan to reestablish the disturbed areas as described in section 6.5.

Item Name	Type	Owner	Mgmt	Status	Area
Gas Line Road & Gate	Road	City	City	Existing	Lease
Prescott Lakes Parkway Bridge	Road	City	City	Active	Lease
Prescott Lakes Parkway Bridge - Widening (Future)	Road	City	City	Future	Lease
State Route 89 - Widening (Future)	Road	City	City	Future	Lease
Vehicle Gate (at Rosser - Connector Road/Trail)	Road	City	PCrks	Active	Lease
Vehicle Gate (NE corner of 89 & PLP)	Road	City	City	Active	Lease
Bypass Trail (Rosser to Peavine) Planned	Trail	City	City	Future	Lease



Joint Management Plan – Responsibilities List

JMP Responsibilities List

Item	Item Name	JMP Heading	Type	Mgmt
36	Water Line (12" Ductile Iron) (Prescott Lakes Parkway)	Utilities-City	Water	City
36	Water Line (Rosser St. Alignment)	Utilities-City	Water	City
37	Water Line Upgrade (Rosser St. Alignment) (Future)	Utilities-City	Water	City
38	Bridge ("Boy Scout"/Red Bridge - Discovery Trail)	Structures	Bridge	City
39	Bridge (Low Bridge with chain railings - Discovery Trail)	Structures	Bridge	City
40	Bypass Trail - Fence (Future)	Structures	Fence	PCrks
41	Boundary Fence - Hwy 89	Structures	Fence	PCrks
42	Bounardy Fence and Gate - PLP Bridge	Structures	Fence	PCrks
43	Boundary Fence - Peavine Trail	Structures	Fence	PCrks
44	Boundary Fence - Private Land to West	Structures	Fence	PCrks
45	Rosser St. Preserve Entrance (Parking Area)	Structures	Parking	PCrks/City
46	Bypass Trail - Ramp (Future)	Structures	Structure	PCrks

75 Structures, Utilities, Roads & Trails, and Irrigation items on list

Joint Management Plan - Maps

UTILITIES	FRANCHISE UTILITIES	STORMWATER	CITY OF PRESCOTT UTILITIES
<ul style="list-style-type: none"> Gas Electric Sewer Force Main Water Conservation Easement 	<ul style="list-style-type: none"> 1 Overhead 12KV Power Line (Subject to Abandonment) 2 Overhead Electric Power Line 69KV 3 Overhead Electric Power Line 69KV 4 Overhead Electric Transmission Line 5 Low Pressure Natural Gas Line - South from Rosset St 6 Natural Gas Distribution Area (Rosser Parking) 7 High Pressure Natural Gas Lines (Rosser St Alignment) 	<ul style="list-style-type: none"> 8 Stormwater Outfall - Scupper & Riprap (PLP North Side) 9 Stormwater Outfall - Scupper & Riprap (PLP South Side) 10 Stormwater Outfall - (CMP under Peavine Trail) 11 Stormwater Outfall (East Boundary) 12 Stormwater Outfall (East Boundary) 13 Stormwater Outfall (South Boundary - Yavapai Block) 14 Stormwater Outfall (Scupper - HWY 89 SW Corner) 15 Stormwater Outfall (Scupper - HWY 89 SW) 16 Stormwater Outfall (Scupper - HWY 89 SW) 17 Stormwater Outfall (Scupper - HWY 89 SW) 18 Stormwater Outfall (CMP & Riprap - SE Corner of 89 & PLP) 19 Stormwater Outfall (Box Culvert & Riprap - HWY 89 N of PLP) 20 Stormwater Outfall (Scupper - HWY 89 N of PLP) 21 Stormwater Outfall (Scupper - HWY 89 N of PLP) 22 Stormwater Outfall (Scupper - HWY 89 at WAPA Easement) 23 Stormwater Outfall (NE corner of HWY 89 and Rosser) 24 Stormwater Outfall (Private Property to the West) 25 Cliff Rose Wash Box Culvert Outlet 26 Stormwater Drainage Improvement (PLP) (Future) 27 Stormwater Drop Culverts (PLP) 	<ul style="list-style-type: none"> 28 Sewer Force Main (Rosser St Alignment) 29 Cliff Rose New Lift Station (Rosser St Alignment) 30 Cliff Rose Old Lift Station (Rosser St Alignment) 30A Sewer (Private Property to the North) 31 Sewer 4" (2) (Rosser St Alignment) 32 Sewer 4" (2) Upgrade (Rosser St Alignment) (Future) 33 Sundog Effluent Line 34 Sundog Sewer Trunk Main 35 Water Line (12" Ductile Iron) (Prescott Lakes Parkway) 36 Water Line (Rosser St Alignment) 36A Water Line Upgrade (Private Property to the North) 37 Water Line Upgrade (Rosser St Alignment) (Future)

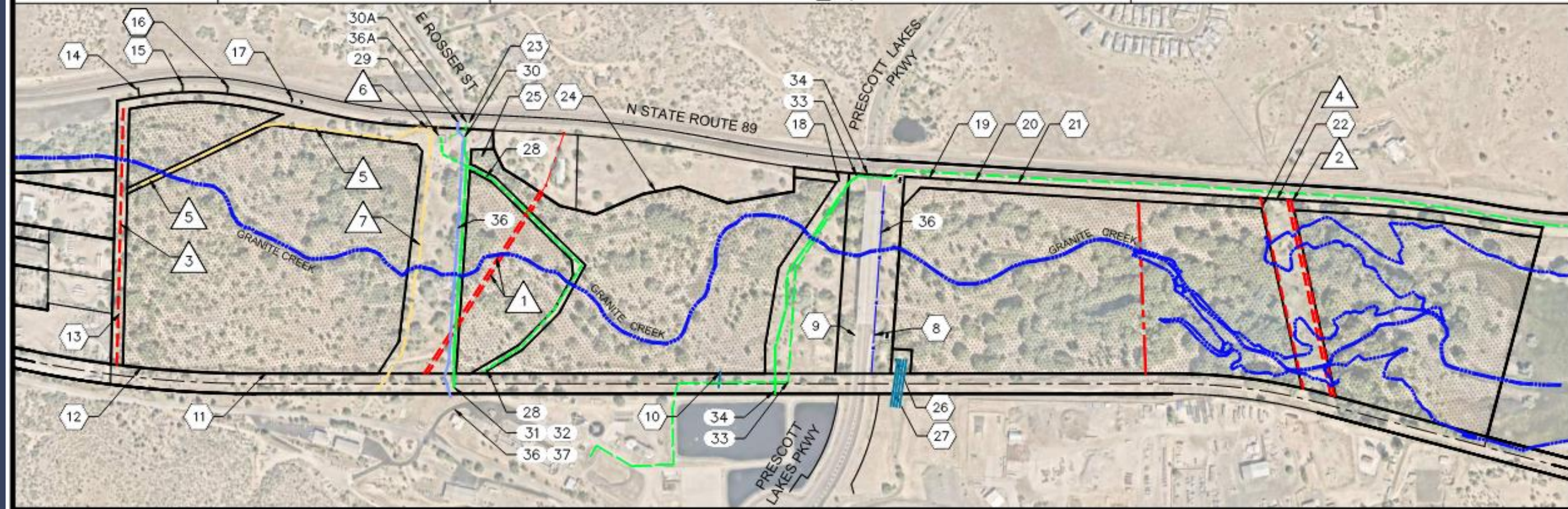


FIGURE 1
WATSON WOODS RIPARIAN PRESERVE
UTILITY KEY MAP

This map is a product of The City of Prescott



SCALE: 1"=500'

Joint Management Plan

Current Status

- Maps – 95% Complete
- Responsibility List – 95% Complete
- Fire Management Plan – 99% Complete
- Joint Management Plan Document – 75% Complete

Conservation Easement

Why a Conservation Easement?

- Compensatory mitigation must be permanent.
- A conservation easement ensures permanent protection – 40 CFR § 332.7 (a)

Reduced flexibility for the City to:

- Develop or expand facilities
- Modify land uses

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
Address)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 201_ by [insert name], a _____ company, (“**Grantor**”), in favor of Prescott Creeks Preservation Association (“**Grantee(s)**”) with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately ____ acres, located in the City of _____, County of _____, State of Arizona, designated Assessor Parcel Number(s) _____ (the “**Property**”). The Property is legally described on **Exhibit “A”** attached hereto and incorporated by this reference. Grantor intends to grant a conservation easement over a ____-acre portion of the Property (the “**Easement Area**”). The Easement Area is legally described and depicted in **Exhibit “B”** attached hereto and incorporated herein by this reference.

B. The Easement Area possesses wildlife and habitat values of great importance to Grantee, the people of the State of Arizona and the people of the United States. The Easement Area will provide high quality natural, restored and/or enhanced habitat for [*specify listed and sensitive plant and/or animal species*] and contain [*list habitats; native and/or non-native*], [*include the following phrase only if there are jurisdictional wetlands: and restored, created, enhanced and/or preserved jurisdictional waters of the United States*]. Individually and collectively, these wildlife and habitat values comprise the “**Conservation Values**” of the Easement Area.

C. Grantee is authorized to hold conservation easements pursuant to Arizona Revised Statute Section 33-271, et seq., Specifically, Grantee is an entity identified in Arizona Revised Statute Section 33-271 and otherwise authorized to acquire and hold title to real property.

Updated Lease

What Does the Lease Cover?

- All areas in the Preserve not covered by Conservation Easement
- Total Area: +/- 34 Acres

Why Doesn't Lease Cover the Entire Property?

- Conservation Easement has to be in perpetuity
- Conservation Easement must supersede any other encumbrance on the property
- Multiple encumbrances on a property make this complicated

LEASE AGREEMENT

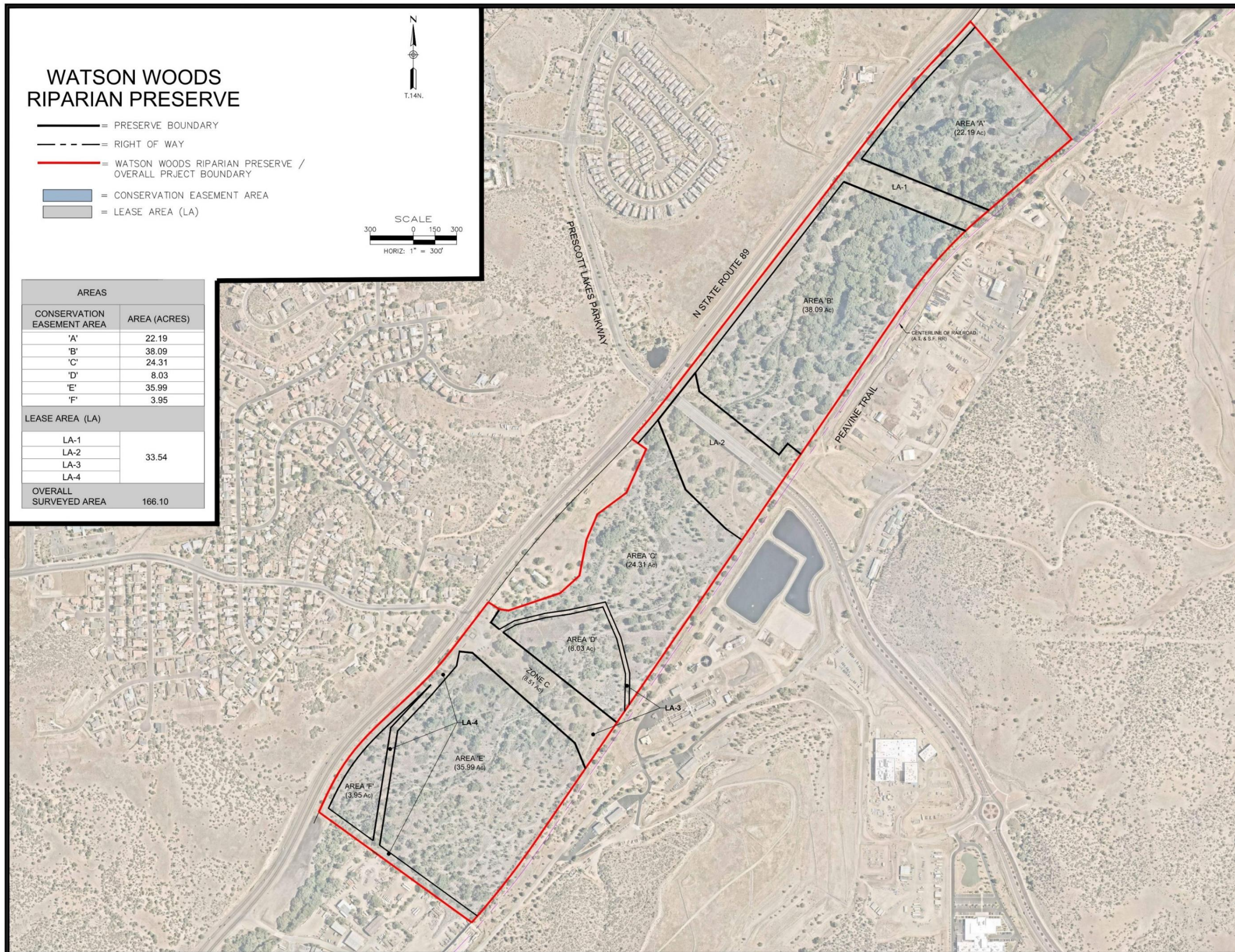
THIS LEASE AGREEMENT ("Lease"), dated this ___ day of _____ 2025 ("Effective Date"), is made and entered into by and between the **City of Prescott**, an Arizona municipal corporation ("Lessor"), and **Prescott Creek Preservation Association**, an Arizona non-profit corporation ("Lessee"), or jointly the "Parties."

WITNESSETH:

WHEREAS Lessor and Lessee entered a Lease dated July 27, 1995, of certain property, known as Watson Woods Riparian Preserve (the "Preserve"), then consisting of approximately 126 acres of riparian habitat including and adjacent to a portion of Granite Creek owned by Lessor (City Contract 95-076; "Original Lease"); and,

WHEREAS the Preserve now consists of approximately ___ acres of riparian habitat including and adjacent to a portion of Granite Creek owned by Lessor, as depicted in Exhibit [record of survey map of Preserve] [and as Yavapai County parcel _____ (if available)]; and,

Record of Survey – CE & Lease



APS Coordination

What is APS Doing?

- Constructing new 69Kv power lines to replace existing 12 Kv power lines
- Removing current 12KV power lines

Goals

- Establish new power line alignment around the perimeter of the Preserve
- Work with APS to create a maintenance road/trail that will function as alternative access for bikes and horses
- Remove existing poles to below grade



Next Steps

- *Finalize APS Coordination (February/March 2026)*
- *Bring Lease, JMP, and Conservation Easement for Council Vote and Continuation of Project (March/April 2026)*
- *ILF Development/Mitigation Plan – Approval of Draft Plan by USACE/IRT (2026)*
 - *13 Required Components – Site Protection Instrument (Conservation Easement) is #3*
- *Update Phase 1 Environmental Assessment*
- *Execution of Finalized Lease and Conservation Easement Documents by City*
- *Recordation of Results of Survey*
- *Final Development/Mitigation Plan – Approval of Final Plan by USACE/IRT (2026)*
 - *Including executed Deed of Conservation Easement*
- *Enabling Instrument Modification – Approval by USACE/IRT (2026)*
- *Begin implementation of Work Plan within Watson Woods Riparian Preserve (2027)*



Questions

?

