

**When Recorded:**

Office of the City Clerk's  
City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345

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**LONE MOUNTIAN PARKWAY AND 138<sup>TH</sup> AVENUE  
DEAD-END TREATMENT AGREEMENT  
BETWEEN  
THE CITY OF PEORIA, ARIZONA AND  
VISTANCIA MAINTENANCE CORPORATION**

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This Lone Mountain Parkway and 138<sup>th</sup> Avenue Dead-end Treatment Agreement (: Agreement") dated the \_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the City of Peoria, Arizona, an Arizona municipal corporation (the "City"), and Vistancia Maintenance Corporation, an Arizona non-profit corporation (the "VMC") , is made for the purposes and considerations set forth herein. The City and VMC may be referred to herein as the "Parties" or individually as a "Party."

**I. RECITALS**

**WHEREAS**, Lone Mountain Parkway roadway improvements were constructed by Vistancia Development LLC in 2007 to a point approximately 120 feet west of 138<sup>th</sup> Avenue as a dead-end. The construction drawings called for the installation of MAG Detail 130, Type A barricades, **Exhibit 1**;

**WHEREAS**, the MAG Detail 130, Type A barricades at Lone Mountain Parkway and 138<sup>th</sup> Avenue have been damaged, have deteriorated and are in need of repair or replacement.

**WHEREAS**, the City has proposed to initiate a project to remove the existing barricades at Lone Mountain Parkway and 138<sup>th</sup> Avenue and construct new dead-end treatment improvements, known as " the "Project", which consist of gabion basket barrier, tube steel pipe railing, tube steel pipe gate and pedestrian access as illustrated in **Exhibit 2**;

**WHEREAS**, the Project length is illustrated in **Exhibit 3**;

**WHEREAS**, the City desires to coordinate and cost share with VMC to complete the Project;

**WHEREAS**, VMC has agreed to work with the City to complete the Project; cost share and expedite the completion of the Project;

**WHEREAS**, the Project will be constructed within public rights-of-way and Vistancia Village A Parcel G1 – Tract A, Final plat shows the Tract in **Exhibit 4**, and Vistancia Village A Parcel G2 – Tracts A and H, Final plat show the existing Tracts in **Exhibit 5** (collectively the “Vistancia Tracts”);

**WHEREAS**, The Vistancia Tracts are owned and maintained by VMC;

**NOW, THEREFORE**, in consideration of the respective rights, privileges and obligations of the Parties hereinafter set forth, it is recognized and agreed, as follows:

## **II. RESPONSIBILITIES**

### **A. The City agrees to:**

1. Obtain a cost proposal from DBA Contracting which is the contractor (the “Contractor”) who will be performing the work on the Project. The cost proposal has been obtained and is attached, See **Exhibit 6**.
2. The City shall fund 95% of the Project cost, making the City's estimated share \$95,000.
3. After this agreement is executed, and prior to performing or authorizing any work, invoice VMC for 5% of the construction cost, estimated at \$5,000.
4. If construction costs exceed the estimated amount of \$100,000 (the “Additional Construction Costs”), the City will notify VMC, obtain concurrence prior to continuing with the construction.
5. The City shall be solely responsible for payment of any Additional Construction Costs.
6. Construct the Project within the right-of-way and Vistancia Tracts, which consists of: 1) gabion basket barrier, 2) tube steel pipe railing, 3) tube steel pipe gate, and 4) pedestrian access.
7. Invoice VMC for their share of the Project cost.
8. Maintain and/or repair the Project within the right-of-way as identified in this Agreement, as necessary, to ensure compliance with the City's Codes and Ordinances as well as to maintain the aesthetic appearance of the Project, at City's sole discretion.

### **B. The Vistancia Maintenance Corporation (VMC) agrees to:**

1. Authorize the City to conduct the necessary work to construct the Project within Vistancia Tracts. Authorization will be issued through the execution of a separate Temporary Construction Easement (TCE).
2. VMC shall cost share with the City to remove the existing barricades and construct the Project.
3. Review and approve the cost proposal from the Contractor, submitted by the City. The cost proposal has been obtained and is attached, See **Exhibit 6**.
4. VMC shall fund Five (5%) of the Project cost, making VMC's estimated share \$5,000.
5. VMC's share of the Project costs shall not exceed \$5,000.
6. Within thirty (30) days of receipt of the City's invoice, VMC will remit payment to the City for their share of the construction cost, estimated at, but not to exceed, \$5,000.
7. Be responsible for operation maintenance, and the aesthetic appearance of the Project within the Vistancia Tracts, as necessary, to ensure compliance with the City's Codes and Ordinances.
8. Be responsible for any damages to the Project , claims or loss occurring on the Vistancia Tracts caused by VMC's conduct, action, non-action, negligent use of the property or by the acts of its employees, agents, contractors, or the public.

### **III. GENERAL PROVISIONS RELATING TO THIS AGREEMENT**

1. Term. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related Project contributions and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
2. Vistancia Maintenance Corporation (VMC) Failure to Maintain or Repair Facilities. In the event VMC fails to properly maintain and/or repair the Project within the Vistancia Tracts, as described in **Exhibits 4 and 5**, pursuant to the terms of this Agreement within thirty (30) days after written notice from the City of such failure(s), the City may enter upon

the property and take whatever steps it deems necessary to maintain and/or repair the area or the Project at issue. Notwithstanding the foregoing, if VMC provides a written response to the written notice prior to the expiration of the thirty (30) day notice period disputing the necessity of the maintenance or repairs detailed therein, then the Parties shall retain a mutually agreed upon third party expert suitably qualified to evaluate the area or improvement at issue. Such expert shall then determine whether the maintenance or repair detailed by the City is reasonably required for the proper upkeep and operation of the area or Improvement at issue. Both Parties shall be bound by the decision of the third party expert, and the cost of retaining the expert shall be split equally between the Parties.

3. In the event the City, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance, repair or construction of areas of the Project for which VMC is responsible pursuant to the terms of this Agreement, including but not limited to supplying labor, equipment, supplies and materials, VMC agrees to reimburse the City within thirty (30) days after the City gives VMC written notice of such expenditures with supporting documentation of expense(s). Should VMC fail to reimburse the City for these necessary and reasonable expenses, the City will be entitled to all remedies available at both law and in equity to recover said amounts. No delay by the City in exercising any right or remedy will constitute a waiver thereof. Nothing herein limits the City's remedy to money damages. In the event of breach, the City will be entitled to all remedies available at both law and in equity, including, but not limited to the remedy of specific performance.
4. Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its elected officials, agents, boards, commissions, employees and representatives (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of or in connection with any grossly negligent act or willful misconduct of the Indemnitor, its agents or employees, and of any subconsultant, its agents and employees, in the course of the performance or non-performance of any work under the provisions of this Agreement which results directly or indirectly in the injury to, or death of any person or persons, and or damage to property, or arising out of the failure of the Indemnitor, or those acting under Indemnitor, to conform to any statute, ordinance, regulation, law or court decree. The provisions of this Section shall survive revocation and/or termination of this Agreement.

5. Continuance of Obligations. The responsibilities and obligations of VMC, as stated in this agreement shall constitute a covenant running with the land, and shall be binding upon VMC and its successors in interest and assigns. VMC shall notify the City prior to when VMC dissolves reorganizes or transfers its interest regarding any area or the Project governed by this Agreement, or any portion thereof. VMC agrees that it will not convey any area or improvement governed by this Agreement to the public, to public use or to any Arizona political subdivision or government entity, without the City's prior written consent.

6. Notice. All notices, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to the City:           City of Peoria  
                                  City Manager's Office  
                                  8401 West Monroe Street  
                                  Peoria, Arizona 85345

With a copy to:        City of Peoria  
                                  City Attorney's Office  
                                  8401 West Monroe Street  
                                  Peoria, Arizona 85345

If to Vistancia Maintenance Corporation :

With a copy to:        Vistancia Maintenance Corporation

**Jake Monday**  
Maintenance Director, Vistancia  
29701 N Sunrise Pt. , Building B  
Peoria, AZ 85383

Or to such other addresses as either Party may from time to time designate in writing. Notices, given by mail, will be deemed delivered 48 hours following deposit in the U.S. Postal Service, in the manner set forth above.

Service of any Notice by mail in accordance with the foregoing shall be deemed to be complete three (3) days (excluding Saturday, Sunday, and legal holidays) after the Notice is deposited in the United States mail. Service of any Notice by overnight courier in accordance with the

foregoing shall be deemed to be complete upon receipt or refusal to receive.

7. Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
8. Governing Law. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its conflicts of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.
9. Resolution of Disputes. The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to, this Agreement ("Dispute") promptly, equitably, and in a good faith manner.
10. Default. If the City or VMC defaults in the timely performance of its obligations under this Agreement, the Party not in default (i.e., the prevailing party) shall be entitled to recover court costs and reasonable attorneys' fees, as determined by a court, in any suit or proceeding to enforce its rights under this Agreement. The foregoing shall not in any way limit or restrict any right or remedy at law or equity, which would otherwise be available to such Party in default.
11. Attorney's Fees. If legal action is brought by a Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker
12. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.
13. Authority to Enter into Agreement. Each Party represents and warrants that the person(s) executing this Agreement on their behalf has full right, power, and authority to execute this Agreement and bind their respective Party hereunder.
14. Exhibit Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the Parties hereto.
15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and no understandings or obligations not expressly set forth in this Agreement are binding upon the Parties.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
17. Section Headings. The Section headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.
18. Compliance with Laws. The Parties agree to comply with all Applicable Laws that affect the Project, Improvements and rights-of-way as are now in effect or as may hereafter be adopted or amended.
19. No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture, or similar relationship between the Parties.
20. Severability. The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the Agreement shall remain in effect, if the intent of the Agreement can be accomplished.
21. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this Agreement.
22. Exhibits. All exhibits attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.
23. Force Majeure. Neither Party will be responsible for delays or failures in performances resulting from acts beyond their control, and all dates and time periods provided for in this Agreement shall be extended by the duration of any delays resulting therefrom. These acts will include, but not limited to, riots, acts of war, acts of terrorism, epidemics, labor disputes not arising out of actions of the Parties, governmental regulations imposed after the fact, fire, communication line failures, or power failures. This section shall only apply to those acts which commence after the Effective Date of this Agreement and shall in no way apply to any act initiated, or on-going, prior to the Effective Date of this Agreement

[SIGNATURES ON FOLLOWING PAGES]



## **List of Exhibits**

Exhibit 1 – Paving Plans for Vistancia – Jomax Rd Peoria, Az

Exhibit 2 – Dead End Treatment Concept

Exhibit 3- Project Length

Exhibit 4- Re-Plat of Map of Dedication Vistancia Phase 1A

Exhibit 5- Final Plat -Vistancia Village A Parcel G2 – Tracts A and H

Exhibit 6- Proposal/Contract

# EXHIBIT 1

Vistancia North – Lone Mountain Paving Plans

# EXHIBIT 1

## VISTANCIA NORTH

LONE MOUNTAIN ROAD PHASE 3 - PAVING AND DRAINAGE PLANS  
 A PORTION OF THE NORTH HALF OF SECTION 22  
 TOWNSHIP 5 NORTH, RANGE 1 WEST  
 OF THE GILA AND SALT RIVER MERIDIAN,  
 CITY OF PEORIA, MARICOPA COUNTY, ARIZONA  
 PEORIA, ARIZONA

**SHEET INDEX**

- 1 COVER SHEET
- 2 KEY MAP
- 3 NOTES
- 4 DETAILS AND TYPICAL SECTIONS
- 5-C STAKING PLANS
- 7-9 PLAN AND PROFILE
- 10 DRAINAGE DETAILS
- 11 DRAINAGE PROFILES
- 12-30 CLOVER DESIGN

**BASIS OF BEARINGS**

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF N 00° 10' 00" E AS SHOWN ON THE ALIGNED RESULTS OF SURVEY RECORDED IN BOOK 632, PAGE 24 OF MARICOPA COUNTY RECORDS.

**BENCHMARK**

BRASS CAP IN HANDHOLE WITH ANGLE WITNESS POST 1425 FEET SOUTH OF THE INTERSECTION OF JONAH ROAD AND LAKE PLEASANT ROAD, 365 FEET EAST OF CENTERLINE OF LAKE PLEASANT ROAD. ELEVATION = 1327.816 (NOV 1928 DATUM)

**SITE T.B.M.**

COUNTY MONUMENT 1 (A) 1825 FEET ALONG 644 FEET WESTERLY OF THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST. ELEVATION = 1329.13 (NOV 1928 DATUM)

**TOPO ORIGINATION**

DATA OBTAINED FROM SOILS BENCHMARK UNDER CITY OF PEORIA BRASS CAP IN PAVED HOLE WITH ANGLE WITNESS POST 1425 FEET SOUTH AND 36 FEET EAST OF THE CENTERLINE INTERSECTION OF LAKE PLEASANT ROAD AND JONAH ROAD. ELEVATION: 1367.814 FEET

**ESTIMATE OF QUANTITIES**

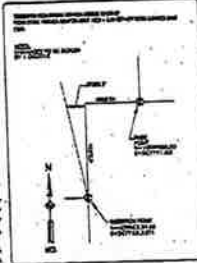
1. FURNISH 5% 11.5% AC	16,370	BY	16,370
2. 6" SOLOLUX MAG 230	1	SA	50,653
3. 6" VALLEY GUTTER WITH APPROX. MAG 240	1	SA	7
4. SLOTTED CURB, ADOT 2021 TYPE B	7	SA	4,024
5. SURVIVY MONUMENT, MAG 120-1 TYPE B	1	SA	4,457
6. 6" VERTICAL CURB MAG 200 TYPE A	1	SA	9
7. 6" VERTICAL CURB MAG 200 TYPE A	1	SA	10
8. DEPRESSIO UP PER DTS SHIT 4	4	SA	4
9. RESET MANHOLE RIM TO GRADE	10	SA	4
10. HYDRANT MANHOLES	4	SA	240
11. SANDPADS, MAG 150, TYPE A	4	SA	387
12. 18" REEFY STORM DRAIN PIPE CL IV	4	SA	642
13. 24" REEFY STORM DRAIN PIPE CL IV	2	SA	5
14. 48" REEFY STORM DRAIN PIPE CL IV	2	SA	2
15. GUTCH (BORN P-1) 525, 5/16 PER PLAN	2	SA	2
16. 50 MANHOLE PER MAG 520 AND 522	2	SA	2
17. CONCRETE ROADWALL MAG 501-1 AND 501-2	2	SA	176
18. CONCRETE ROADWALL MAG 501-3 PER SHEET 10	2	SA	55
19. CONC ROADWALL 1-3 PER STRUCTURAL PLANS	2	SA	21,000
20. CONCRETE ROADWALL ADOT B-11.33 AND B-11.14	2	SA	5
21. 12" VLY BOX CLOSET	2	SA	40
22. PLACED REPAIR	2	SA	139
23. REPAIR	2	SA	85
24. CUT	2	SA	40
25. FIRE DEPARTMENT ACCESS BARBER	2	SA	135
26. MANHOLE CURB & GUTTER PER C.O.P.	2	SA	25
27. STORMSEWER, 210 2400	2	SA	135
28. STORMSEWER, 210 900	2	SA	85
29. 4.0 RETAINING WALL	2	SA	40
30. 3.3 RETAINING WALL	2	SA	135
31. MANHOLE PER MAG STD. DET. 145	2	SA	85
32. 3.3 RETAINING WALL	2	SA	135
33. 4.0 RETAINING WALL	2	SA	135

THE DESIGNER SEAL ON THIS PLAN SET DOES NOT COVER DESIGN ADEQUACY, LIABILITY AND RESPONSIBILITY FOR STANDARD DETAILS AND SPECIFICATIONS ISSUED BY THE VARIOUS PROFESSIONAL AGENCIES, BUREAU, MARICOPA COUNTY, CITIES AND TOWNS, ADOT, FLOOD CONTROL DISTRICT AND SIMILAR, AND UTILITY PROVIDERS (MPS, SWP, GHEST, SW GAS, COX, A&M, AND SIMILAR) DEPICTED HEREIN. THIS STATEMENT AND POSITION IS IN ACCORDANCE WITH THE PRACTICE, RULES AND REGULATIONS PRESCRIBED BY THE BOARD OF TECHNICAL REGISTRATION, STATE OF ARIZONA.

NOTICE OF EXTENDED DISTRIBUTION AND APPROVAL, RECORD PRODUCTION: THIS CONTRACT PROVIDES THE BANNER SET COPY AND APPROVE BLUEPRINTS AND ESTIMATES WITHIN 30 DAYS AFTER THE BILLINGS AND ESTIMATES ARE RECEIVED FROM THE CONTRACTOR.



LONE MOUNTAIN ROAD PHASE 3 AT VISTANCIA NORTH  
 KEY MAP NOT TO SCALE



MARICOPA COUNTY  
 (DO NOT WRITE IN THIS SPACE)

NOTICE OF EXTENDED PAYMENT PROVISION: THIS CONTRACT PROVIDES THE BANNER SET COPY AND APPROVE BLUEPRINTS WITHIN 30 DAYS AFTER CONSTRUCTION AND APPROVAL OF BILLINGS AND ESTIMATES.

**REVISIONS**

VERSION	DATE	INTL	DESCRIPTION
1			ISSUED FOR PERMITS AND APPROVAL
2			ISSUED FOR PERMITS AND APPROVAL
3			ISSUED FOR PERMITS AND APPROVAL
4			ISSUED FOR PERMITS AND APPROVAL

**REVISIONS**

NO.	DATE	INTL	DESCRIPTION

**UTILITY COMPANIES SERVING THIS AREA**

ELECTRICITY	ARIZONA PUBLIC SERVICE COMPANY
TELEPHONE	COX COMMUNICATIONS
CABLE TELEVISION	COX COMMUNICATIONS
GAS	SOUTHWEST GAS CORPORATION
WASTE DISPOSAL	PARADISE WASTE SERVICE
POLICE PROTECTION	CITY OF PEORIA
FIRE PROTECTION	CITY OF PEORIA

**AS-BUILT CERTIFICATION**

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME: [REDACTED] (SEAL)

REGISTRATION NO.: 36770

DATE: 8-17-07

FIELD OF: FIELD ENGINEERING

I HEREBY CERTIFY THAT THE "AS-BUILT" MEASUREMENTS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER (SEAL)

**OWNER/DEVELOPER:**

VISTANCIA, U.C.  
 8231 WEST LARK HILLS DRIVE, SUITE 203  
 PEORIA, ARIZONA 85305-7002  
 PHONE: (602) 343-0077  
 CONTACT: MICHAEL VAN DYK

**ENGINEER:**

STANLEY CONSULTANTS, INC.  
 1461 E. CHAMBERLAIN ROAD, SUITE 400  
 PEORIA, ARIZONA 85010  
 PHONE: (602) 343-2200  
 FAX: (602) 343-2383  
 CONTACT: KATHY F. KESR, P.E.

RELEASED FOR PERMITTING: THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS. THE CITY ENGINEER'S REVIEW ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTION OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.

[Signature] 8/17/06  
 CITY ENGINEER

REVISION: [Signature] DATE: [ ]

REVISION: [Signature] DATE: [ ]

**GEOTECHNICAL REPORT:**

ALPHA GEOTECHNICAL AND MATERIALS, INC.  
 3214 SOUTH 40TH STREET  
 PHOENIX, AZ 85040  
 PHONE: (602) 433-3268  
 FAX: (602) 433-3267  
 CONTACT: JAMES P. HEAVY, P.E.  
 REPORT: 04-G-00056

Stanley Consultants  
 1461 E. Chamberlain Road, Suite 400  
 Peoria, Arizona 85010  
 Phone: (602) 343-2200  
 Fax: (602) 343-2383  
 Contact: Kathy F. Kesr, P.E.



LONE MOUNTAIN ROAD PHASE 3  
 PAVING / DRAINAGE PLANS  
 COVER SHEET  
 SHEET 1 OF 32

VISTANCIA  
 PEORIA, ARIZONA  
 PART REVIEW RECORD 03





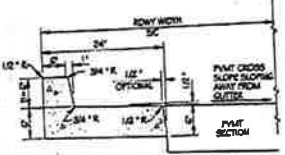
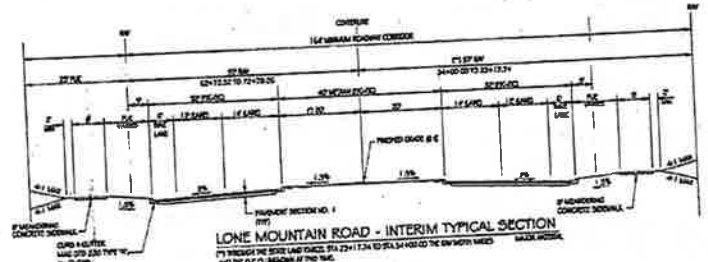
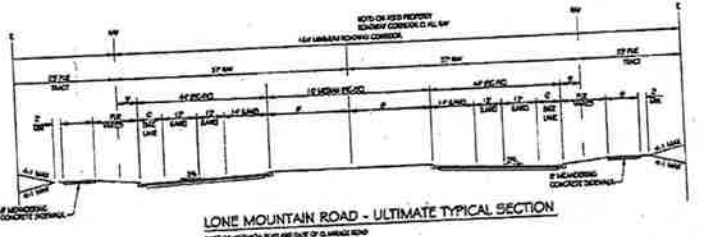
- FINAL ACCEPTANCE OF PROJECTS**
- BEFORE THE FINAL ACCEPTANCE OF THE ON-SITE/ON-SITE IMPROVEMENTS, THE CITY REQUIRES THE SUBMISSION OF THE FOLLOWING:
- REPRODUCIBLE, 24" X 36", 4-MIL MYLAR AD-BUILT DRAWINGS AND ORIGINAL INKING OR STICKY BACK PERMITTED ON AD-BUILT DRAWINGS, CERTIFIED BY A REGISTERED LAND SURVEYOR OR PROFESSIONAL CIVIL ENGINEER REGISTERED IN THE STATE OF ARIZONA FOR GRADING AND DRAINAGE, INCLUDING CERTIFICATES OF PLOD OR FINISHED FLOOR ELEVATIONS, ORNELL WELL ELEVATIONS, SETBACK INFORMATION ON BANK BOTTOM ELEVATIONS, AND FLOOD ZONE DETERMINATIONS, WATER SERVICE, PAVING, CURB, GUTTER, SIDEWALK, DRIVEWAYS, STORM DRAIN, LANDSCAPE AND LANDSCAPE IRRIGATION, STREET LIGHTS, BANK STABILIZATION AND CHANNELIZATION, TRAFFIC SIGNALS, STRIPING AND SIGNAGE, AND FLOOD IRRIGATION.
  - ALL MATERIALS TESTING RESULTS, SAC-T TEST RESULTS FOR WATERLINES, AND VIDEO TAPES FOR SEWER LINES.
  - COPIES OF ORNELL DRILLING LOGS, ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) CERTIFICATION REGISTRATION AND ORNELL PERCOLATION TEST RESULTS.
  - PROVIDE CAD DRAWING, COMPATIBLE WITH CITY SOFTWARE, OF THE WATER AND SEWER SYSTEMS BASE MAPS WITH AD-BUILT LOCATION OF MAINS AND SERVICES (AUTOCAD DRAWING FILE, THROUGH RELEASE 14).
  - ALL EXISTING PERMANENTLY DAMAGED CONCRETE (GROWING, CURB, GUTTER, APRON, OR VALLEY GUTTER) SHALL BE REPLACED. ALL EXISTING PERMANENTLY DAMAGED CONCRETE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
  - ADDITIONAL TEST RESULTS, CERTIFICATIONS, REGISTRATIONS AND REPORTS AS REQUIRED IN THE AD-BUILT REQUIREMENTS SECTION OF THE INSTRUMENTS GUIDE.

**GRADING AND DRAINAGE NOTES**

- THE GRADING AND DRAINAGE PLANS MUST BE APPROVED BY THE CITY ENGINEER. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED BY TELEPHONE (721.0), 48-HOURS BEFORE ANY ON-SITE CONSTRUCTION BEGINS.
- ADDITIONAL TEST RESULTS, CERTIFICATIONS, REGISTRATIONS AND REPORTS AS REQUIRED IN THE AD-BUILT REQUIREMENTS SECTION OF THE INSTRUMENTS GUIDE.
- GRADING AND DRAINAGE PLAN APPROVAL INCLUDES:
  - ADJUSTMENT OF ALL SURFACE IMPROVEMENTS SHOWN ON THE GRADING AND DRAINAGE PLAN, INCLUDING: CHANNELIZATION, SETBACK INFORMATION ON BANK BOTTOM ELEVATIONS, AND BUILDING FLOOR ELEVATIONS.
  - CONTRACTOR SHALL PROVIDE MINIMUM SLOPE TO THE BOTTOM IN ALL DRAINAGE AREAS. THE MINIMUM SLOPE SHALL BE 1/8" PER FOOT.
  - CONTRACTOR SHALL PROVIDE A MINIMUM OF 1.0% SLOPE TO THE BOTTOM OF ALL DRAINAGE AREAS. THE MINIMUM SLOPE SHALL BE 1/8" PER FOOT.
  - CONTRACTOR SHALL PROVIDE A MINIMUM OF 1.0% SLOPE TO THE BOTTOM OF ALL DRAINAGE AREAS. THE MINIMUM SLOPE SHALL BE 1/8" PER FOOT.

**GRADING AND DRAINAGE NOTES CONT.**

- ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, PROTECTIVE BARRICADES, TRAFFIC CONTROL PLAN SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. TRAFFIC CONTROL PLAN SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. TRAFFIC CONTROL PLAN SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR THE PROJECT. TRAFFIC CONTROL PLAN SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. TRAFFIC CONTROL PLAN SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
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**GRADING AND DRAINAGE NOTES CONT.**

- STAGING PAD AND/OR CRUSH PILE ELEVATIONS IN THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR STAGING PADS AND/OR CRUSH PILES.
- ALL BANK PROTECTION AND CHANNELIZATION MUST BE COMPLETED PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
- THE DEVELOPER IS RESPONSIBLE FOR OBTAINING A NATIONAL POLLUTION DISCHARGE PERMIT (NPDES) FROM THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) FOR ALL DISCHARGES TO SURFACE WATER.
- CONTRACTOR SHALL PROVIDE A MINIMUM OF 1.0% SLOPE TO THE BOTTOM OF ALL DRAINAGE AREAS. THE MINIMUM SLOPE SHALL BE 1/8" PER FOOT.

**MODIFIED MAG STD 220 TYPE 'A' CURB AND GUTTER DEPRESSED LIP**

NOTE: PROVIDE A 1/4" AS TRANSITION BETWEEN MAG STANDARD 220 CURB & GUTTER AND MODIFIED CURB & GUTTER.

NO.	DESCRIPTION	DATE	BY

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR STAGING PADS AND/OR CRUSH PILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR STAGING PADS AND/OR CRUSH PILES.

**VISTANCIA**

Stanley Consultants

1000 N. CENTRAL AVENUE, SUITE 1000, PHOENIX, AZ 85004

TEL: 602.462.1000 FAX: 602.462.1001

LONE MOUNTAIN ROAD PHASE 3 PAVING AND DRAINAGE PLANS

DATE: 10/20/00

PROJECT NO: 1000000000

SHEET: 4 OF 20

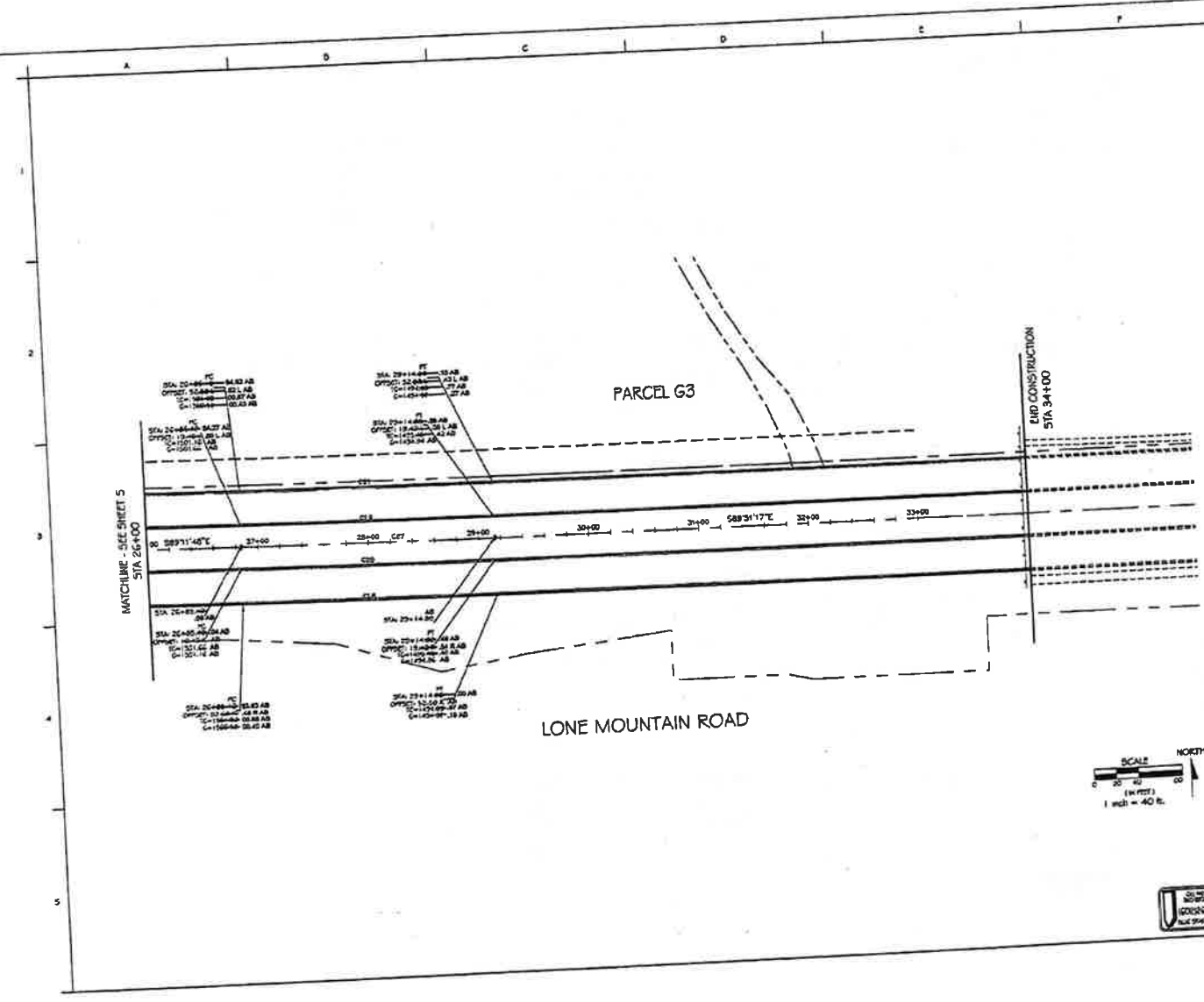
LONE MOUNTAIN ROAD PHASE 3 AT VISTANCIA NORTH - PAVING AND DRAINAGE PLANS

R-0

V-5

PLAN REVIEW: 10/20/00





STATION	PROPOSED	EXISTING	THROUGH	RECORD
26+00	10.00	10.00	10.00	10.00
26+10	10.00	10.00	10.00	10.00
26+20	10.00	10.00	10.00	10.00
26+30	10.00	10.00	10.00	10.00
26+40	10.00	10.00	10.00	10.00
26+50	10.00	10.00	10.00	10.00
26+60	10.00	10.00	10.00	10.00
26+70	10.00	10.00	10.00	10.00
26+80	10.00	10.00	10.00	10.00
26+90	10.00	10.00	10.00	10.00
27+00	10.00	10.00	10.00	10.00
27+10	10.00	10.00	10.00	10.00
27+20	10.00	10.00	10.00	10.00
27+30	10.00	10.00	10.00	10.00
27+40	10.00	10.00	10.00	10.00
27+50	10.00	10.00	10.00	10.00
27+60	10.00	10.00	10.00	10.00
27+70	10.00	10.00	10.00	10.00
27+80	10.00	10.00	10.00	10.00
27+90	10.00	10.00	10.00	10.00
28+00	10.00	10.00	10.00	10.00
28+10	10.00	10.00	10.00	10.00
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28+80	10.00	10.00	10.00	10.00
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29+50	10.00	10.00	10.00	10.00
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29+70	10.00	10.00	10.00	10.00
29+80	10.00	10.00	10.00	10.00
29+90	10.00	10.00	10.00	10.00
30+00	10.00	10.00	10.00	10.00
30+10	10.00	10.00	10.00	10.00
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30+90	10.00	10.00	10.00	10.00
31+00	10.00	10.00	10.00	10.00
31+10	10.00	10.00	10.00	10.00
31+20	10.00	10.00	10.00	10.00
31+30	10.00	10.00	10.00	10.00
31+40	10.00	10.00	10.00	10.00
31+50	10.00	10.00	10.00	10.00
31+60	10.00	10.00	10.00	10.00
31+70	10.00	10.00	10.00	10.00
31+80	10.00	10.00	10.00	10.00
31+90	10.00	10.00	10.00	10.00
32+00	10.00	10.00	10.00	10.00
32+10	10.00	10.00	10.00	10.00
32+20	10.00	10.00	10.00	10.00
32+30	10.00	10.00	10.00	10.00
32+40	10.00	10.00	10.00	10.00
32+50	10.00	10.00	10.00	10.00
32+60	10.00	10.00	10.00	10.00
32+70	10.00	10.00	10.00	10.00
32+80	10.00	10.00	10.00	10.00
32+90	10.00	10.00	10.00	10.00
33+00	10.00	10.00	10.00	10.00
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33+30	10.00	10.00	10.00	10.00
33+40	10.00	10.00	10.00	10.00
33+50	10.00	10.00	10.00	10.00
33+60	10.00	10.00	10.00	10.00
33+70	10.00	10.00	10.00	10.00
33+80	10.00	10.00	10.00	10.00
33+90	10.00	10.00	10.00	10.00
34+00	10.00	10.00	10.00	10.00

MATCHLINE - SEE SHEET 5  
STA 26+00

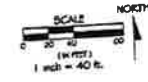
END CONSTRUCTION  
STA 34+00

PARCEL G3

LONE MOUNTAIN ROAD

NOTE: ALL DIMENSIONS AND OFFSETS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED. REFER TO THE MAP OF DEDICATION FOR CENTER LINE INFORMATION.

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.			
DATE	SHEET		
DATE	SHEET		
DATE	SHEET		



ON THESE SHEETS  
SCALE 1/4" = 100'  
PLAN REVIEW PR220105

**VISTANCIA**

Stanley Consultants

LONE MOUNTAIN ROAD PHASE 3  
PAVING AND DRAINAGE PLANS  
STAKING PLAN

DATE: 10/1/10  
PROJECT NO: 1004-F101/SHEET: 6 OF 20

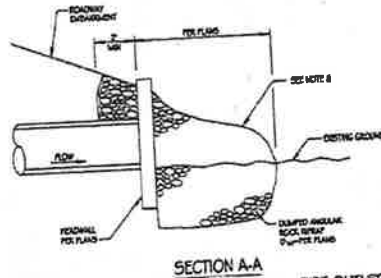
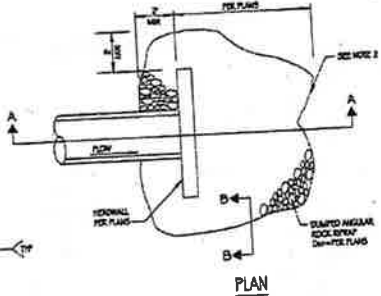
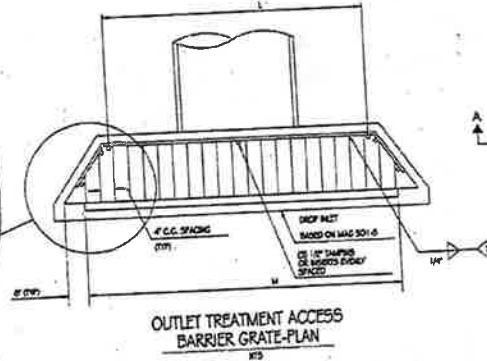
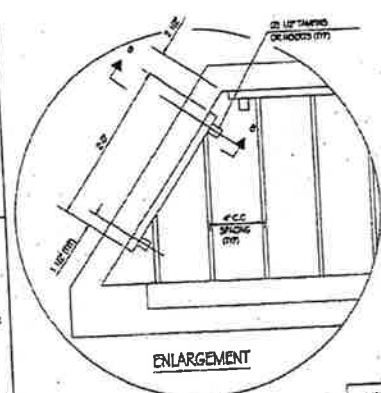
DESIGNED BY: [ ]  
CHECKED BY: [ ]  
APPROVED BY: [ ]

LONE MOUNTAIN ROAD PHASE 3 AT VISTANCIA NORTH - PAVING AND DRAINAGE PLANS  
V.S. P.O.  
PLAN REVIEW PR220105









**NOTES**

1. TOP OF TOP OF SPEW SHALL BE EQUAL TO OR BELOW FINISH GRADE.
2. GENERAL PLACEMENT OF DUMPED SPEW SHALL BE REGULAR IN SHAPE AND CONFORM TO FINISHED CONTOUR AND UNDERCROPPING FEATURES.
3. BEDDING MATERIAL COMPLETE IN PLACE SHALL BE INCIDENTAL TO THE COST OF SPEW.

**TABLES**

1.

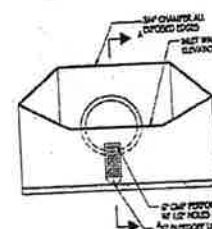
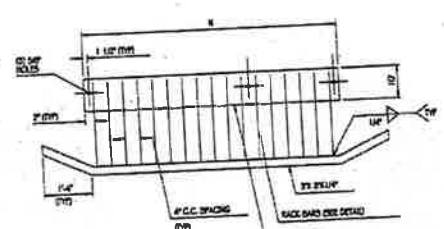
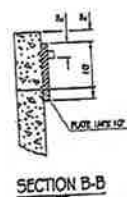
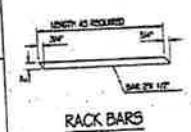
STANDARD PIPE SIZE	PERCENT FINISHING OF SPEW
3 INCHES	90 TO 100
4 INCHES	80 TO 90
6 INCHES	70 TO 80
8 INCHES	60 TO 70
10 INCHES	50 TO 60
12 INCHES	40 TO 50
15 INCHES	30 TO 40
18 INCHES	20 TO 30
24 INCHES	10 TO 20
30 INCHES	0 TO 10

2.

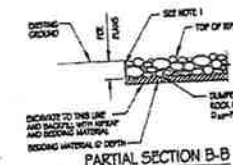
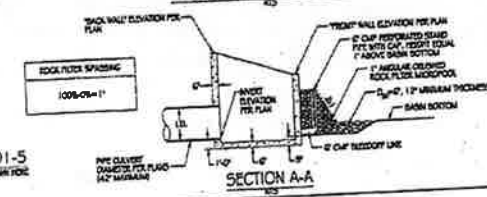
PERCENT FINISHING	SIZE	W	D	MIN	MAX
100 TO 90	3.0 D	12	24	1.5	2.0
80 TO 70	1.5 D	6	12	0.75	1.0
60 TO 50	1.0 D	4	8	0.5	0.75
40 TO 30	0.75 D	3	6	0.375	0.5
20 TO 10	0.5 D	2	4	0.25	0.375

- NOTES**
1. REINFORCE ALL SIZES FROM RACK BARS. FINISH WITH ONE COAT 2500 ORIGINAL OUTDOOR WITH GREY INDUSTRIAL GRADE. SEE 1008-4.
  2. SEE MAG DETAIL 501-3 FOR ADDITIONAL REINFORCEMENT.
  3. STEEL TO BE ASTM A36/A36M.

MET	L	W	H
1.0"	2.0"	4.0"	2.0"
2.0"	3.0"	5.0"	2.0"
3.0"	3.0"	6.0"	3.0"
3.0"	4.0"	7.0"	4.0"



**OUTLET TREATMENT DETAIL BASED ON MAG 501-3**  
 NOTE: SEE MAG 501-3 FOR REINFORCEMENT AND ALL OTHER INFORMATION NOT SHOWN FOR THIS DETAIL.



**Starley Consultants**  
 46-801 001  
 NO AS-BUILT MEASUREMENTS THIS SHEET

NO.	DESCRIPTION	DATE	BY

EXISTING CONDITIONS AND ALL OTHER INFORMATION NOT SHOWN FOR THIS DETAIL. SEE MAG 501-3 FOR REINFORCEMENT AND ALL OTHER INFORMATION NOT SHOWN FOR THIS DETAIL.

**ISTANCIA**  
 Starley Consultants  
 LOUISIANA ROAD PHASE 3 PAVING AND DRAINAGE PLANS  
 DRAWING NO. 1008-3-1.00  
 DATE: 10/20/2010

DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

LOUISIANA ROAD PHASE 3 AT VISTANCIA NORTH - PAVING AND DRAINAGE PLANS  
 1008-3-1.00  
 PLAN REVIEW: 8/20/10







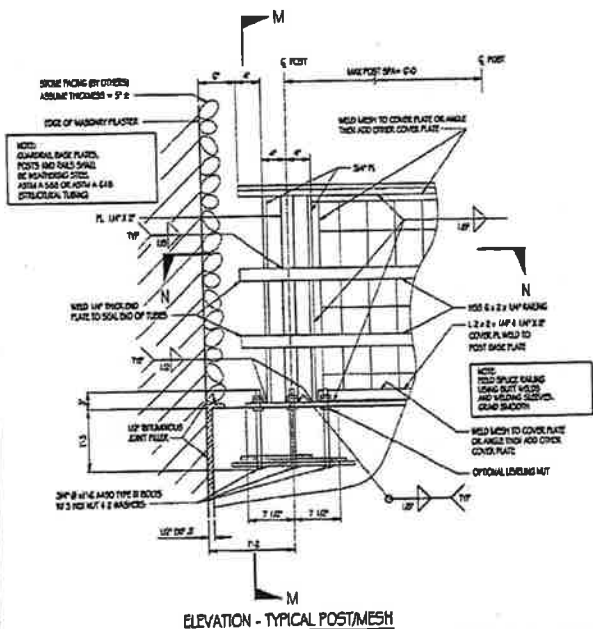




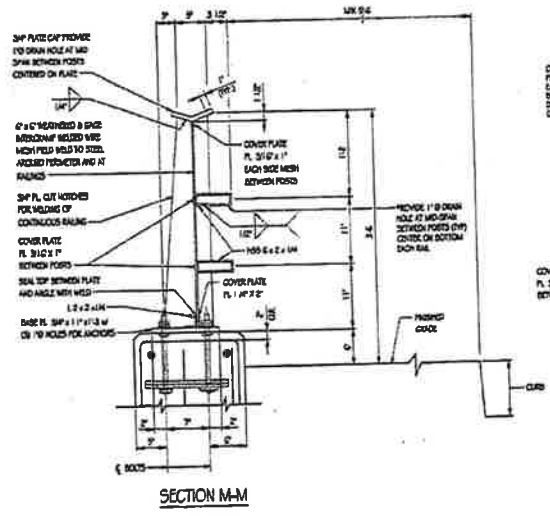




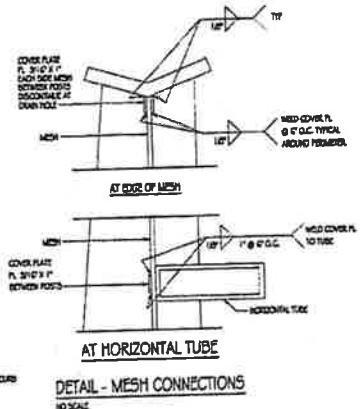




ELEVATION - TYPICAL POST/MESH

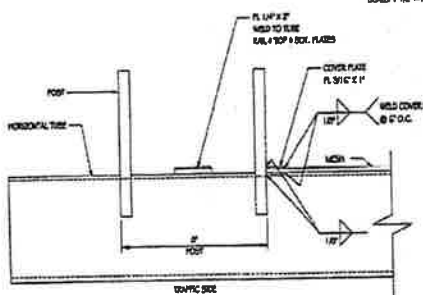


SECTION M-M

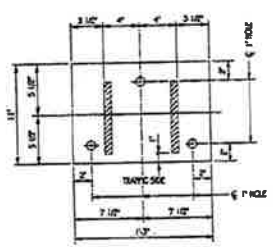


DETAIL - MESH CONNECTIONS  
NO SCALE

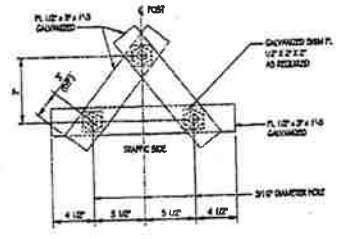
TYPICAL PEDESTRIAN RAILING DETAILS  
SCALE: 1/2" = 1'-0"



SECTION N-N  
NO SCALE



BASE PLATE  
SCALE: 3/4" = 1'-0"



DETAIL - BASE PLATE ANCHOR  
SCALE: 3/4" = 1'-0"

Stanley Consultants Inc. 301 E. GARDNER STREET AT 50TH AVENUE DENVER, CO 80202

AS-BUILT SET  
NO AS-BUILT MEASUREMENTS THIS SHEET

NO.	DESCRIPTION	DATE	BY

NOTICE OF EXTENDING COVENANTS AND AFFIDAVIT: THESE COVENANTS SHALL BE EXTENDED TO ANY FUTURE OWNERS OF THE PROPERTY AND SHALL BE ENFORCEABLE AND APPLICABLE TO ALL SUCCESSORS OF THE PROPERTY. THE EXTENSION OF THESE COVENANTS SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY AT THE TIME OF THE EXTENSION. THE EXTENSION OF THESE COVENANTS SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY AT THE TIME OF THE EXTENSION.

**VISTANCIA**  
A Division of Stanley Consultants

LOWE MOUNTAIN ROAD PHASE 3 PAVING AND DRAINAGE PLANS RAILING DETAILS

DESIGNED: JCB  
CHECKED: JCB  
APPROVED: SPZ

LOWE MOUNTAIN ROAD PHASE 3 PAVING AND DRAINAGE PLANS RAILING DETAILS  
DATE: 08/11/2010  
PROJECT NO: 4601121  
SHEET: 19 OF 20  
PLAN NUMBER: 4601121-019



## EXHIBIT 2

Lone Mountain Pkwy - Dead End Treatment Concept

# EXHIBIT 2

## Lone Mountain Parkway and 138<sup>th</sup> Avenue Dead End Treatment Concept



### PEORIA LONE MOUNTAIN ROAD - CONCEPT



KEY LEGEND:

- Tube Steel Pipe Railing
- Gabion Basket Barriers
- Tube Steel Vehicular Maintenance Gate

KEYNOTES:

- Pedestrian Access - 36 inch opening
- Single Wide Swing Gate - 14 feet wide max
- Existing Fire Hydrant - Protect
- Existing Sidewalk - Protect



N  
S



# EXHIBIT 3

Estimated Project Length

# EXHIBIT 3

Lone Mountain Parkway dead End Treatment

Vistancia Village A Parcel G1 – Tract C = 25' + 51' = 74'

ROW = 114'

Vistancia Village A Parcel G2 – Tract A = 15', Tract H = 25'





# EXHIBIT 4

Final Plat Vistancia Village A Parcel G1

DEDICATION

STATE OF ARIZONA )
COUNTY OF MARICOPA ) SS

KNOW ALL PERSONS BY THESE PRESENTS

THAT VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF THE LAND BEING SUBMITTED HEREON, HAS SUBMITTED UNDER THE NAME OF "VISTANCIA VILLAGE A PARCEL G1" WITHIN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, CITY OF PEORIA, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISHES THIS VILLAGE A PARCEL G1 DESCRIBED HEREON AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONCERNING SAID LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE MAPS, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

EXHIBIT 4

VISTANCIA SOUTH, LLC AS OWNER, HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE AS SUCH, THE PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN HEREON AND INCULCATED IN THE ABOVE DESCRIBED PARAGRAPHS.

AS USED HEREIN, THE TERM "MAINTENANCE CORPORATION DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSIGNMENTS, CHARGES, IDENTITIES, LIENS, RESERVATIONS AND EASEMENTS FOR VILLAGE A AT VISTANCIA, DATED JULY 31, 2003 AND RECORDED JULY 31, 2003, IN INSTRUMENT NO. 2003-0288772, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND/OR AMENDED; AND, THE TERM "MAINTENANCE CORPORATION" SHALL MEAN AND REFER TO VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION.

AS USED HEREIN, THE TERM "VILLAGE A DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSIGNMENTS, CHARGES, IDENTITIES, LIENS, RESERVATIONS AND EASEMENTS FOR VILLAGE A AT VISTANCIA, DATED JULY 31, 2003 AND RECORDED JULY 31, 2003, IN INSTRUMENT NO. 2003-1028441, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND/OR AMENDED; AND, THE TERM "VILLAGE A ASSOCIATION" SHALL MEAN AND REFER TO VISTANCIA VILLAGE A COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.

VISTANCIA SOUTH, LLC AS OWNER, HEREBY DEDICATES TO THE CITY OF PEORIA THE RIGHT OF WAYS AS SHOWN HEREON, FOR USE AS (A) PUBLIC STREETS AND (B) ANY AND ALL PUBLIC CANALS, WATER, GAS, ELECTRIC, AND ANY OTHER UTILITY SERVICES AND (C) FACILITIES RELATED TO ANY OR ALL OF THE FOREGOING. VISTANCIA SOUTH, LLC AS OWNER, HEREBY WARRANTS TO THE CITY OF PEORIA THE RIGHT OF WAYS AS SHOWN HEREON, AGAINST THE CLAIMS OF ANY PERSONS WHOEVER, THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROHIBITING PROPERTY OWNER.

VISTANCIA SOUTH, LLC AS GRANTOR, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER AND/OR SEWER LINE OVER, UNDER AND ACROSS TRACT "A" SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.

TO HAVE AND TO HOLD THE SAID EASEMENT UPON THE CITY OF PEORIA, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERFORM THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER/SEWER LINE, SUBJECT TO NOTES 1, 2, 3, AND 4.

AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFFORSAID TRACT OR PARCEL OF LAND, THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY THE SAME TO WHOMEVER HE OR SHE MAY CHOOSE TO SELL TO, AND THAT THEY WILL WARRANT THE TITLE AND QUANTY POSSESSION THEREON AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

- 1) THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID WATER AND/OR SEWER LINE.
2) THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED WITHIN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3) THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4) GRANTOR, ITS SUCCESSORS OR ASSIGNS, AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREON GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREON GRANTED ALL RIGHTS HEREON GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

LANDSCAPING AND OTHER IMPROVEMENTS OTHER THAN UTILITY IMPROVEMENTS, MAINTENANCE OF WHICH SHALL BE THE RESPONSIBILITY OF THE UTILITY PROVIDER WITHIN EACH PUE SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR TRACT ON WHICH SUCH PUE IS LOCATED.

SUBJECT TO THE TERMS OF THE VILLAGE A DECLARATION (INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF ARTICLE XXII, SECTION 1.2.5 OF THE MAINTENANCE CORPORATION DECLARATION) AND COMMON AREAS (AS DEFINED IN THE VILLAGE A DECLARATION), WHICH (1) IS RESERVED EXCLUSIVELY FOR THE USE OF OWNERS AND (2) IS RESERVED EXCLUSIVELY FOR THE USE OF OWNERS AND OCCUPANTS OF THE "SELECT PROPERTY" (AS DEFINED IN THE VILLAGE A DECLARATION) AND THEIR RESPECTIVE PERMITTEDS (AS DEFINED IN THE VILLAGE A DECLARATION), AS SET FORTH IN THE MAINTENANCE CORPORATION DECLARATION AND THE VILLAGE A DECLARATION, AND (3) SHALL BE CONVEYED TO, AND MAINTAINED BY, THE VILLAGE A ASSOCIATION, LANDSCAPING AND DRAINAGE FACILITIES THEREON SHALL BE MAINTAINED BY THE MAINTENANCE CORPORATION. THE FOREGOING TRACTS SHALL BE USED FOR DRAINAGE AND/OR OTHER PURPOSES AS MORE FULLY SET FORTH IN THE "TRACT AREA" TABLE SHOWN HEREON. ANY TRACT DECLARATION HEREBY RECORDED WITH RESPECT TO ANY OR ALL OF THE FOREGOING TRACTS MAY SET FORTH ADDITIONAL COVENANTS, CONDITIONS AND/OR RESTRICTIONS WHICH FURTHER LIMIT THE PERSONS QUALIFIED TO USE THEREOF (INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS WHICH FURTHER LIMIT THE PERSONS ENTITLED TO USE ANY OR ALL OF SUCH TRACTS).

THE TRACTS SHOWN HEREON ARE HEREBY DECLARED TO BE FOR THE RESPECTIVE USES AS DESIGNATED ON THE "TRACT AREA" TABLE SHOWN HEREON.

THE CITY OF PEORIA IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON THESE TRACTS. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME AS THE VILLAGE A ASSOCIATION FAILS TO DESIST AND PROMOTE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES IN SUCH TRACTS AS LONG AS THE VILLAGE A ASSOCIATION IS IN EXISTENCE. IT WILL BE RESPONSIBLE FOR PROVIDING ALL OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES IN TRACTS "A"- "F", REGARDLESS OF THE DEDICATION OF THIS EASEMENT.

PARCEL G1 IS DESIGNATED AS BEING A LIFT STATION. IT WILL BE CONVEYED TO THE CITY OF PEORIA, AT NO COST TO THE CITY, AFTER CONSTRUCTION, INSPECTION AND FINAL ACCEPTANCE OF THE SENIOR LIFT STATION.

FINAL PLAT OF VISTANCIA VILLAGE A PARCEL G1
A PARCEL OF LAND LYING WITHIN THE NORTH-WEST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, CITY OF PEORIA, ARIZONA
UNITED STATES OF AMERICA

DEDICATION CONTINUED

THE UNDERSIGNED VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREBY CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS DAY OF 2012.

- VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: SAJ B - VINAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER
BY: SAJ B - VISTANCIA, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS SOLE AND MANAGING MEMBER
BY: STRATFORD LAND FUND II, LP., A DELAWARE LIMITED PARTNERSHIP, ITS SOLE AND MANAGING MEMBER
BY: STRATFORD FUND II OP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER
BY: [REDACTED]

DEDICATION ACKNOWLEDGMENT

STATE OF TEXAS )
COUNTY OF DALLAS ) SS

ON THIS 28th DAY OF December 2012, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED J. PAUL HENRY, who acknowledged himself to be the [REDACTED] of VISTANCIA SOUTH, LLC, a [REDACTED] LIMITED LIABILITY COMPANY, AND THAT SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THIS NAME AS SUCH OFFICER ON BEHALF OF THE FOREGOING.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC [REDACTED]
MY COMMISSION EXPIRES: 2-15-2014

VISTANCIA VILLAGE A ASSOCIATION RATIFICATION AND CONSENT

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA VILLAGE A COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION
BY: [REDACTED]
ITS: Secy/Treas.

ACKNOWLEDGMENT

STATE OF ARIZONA )
COUNTY OF MARICOPA ) SS

ON THIS 28th DAY OF December 2012, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED [REDACTED], who acknowledged himself to be the [REDACTED] of VISTANCIA VILLAGE A ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND THAT SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THIS NAME AS SUCH OFFICER ON BEHALF OF THE FOREGOING.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC [REDACTED]
MY COMMISSION EXPIRES: Sept. 31 2014

MAINTENANCE CORPORATION RATIFICATION AND CONSENT

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

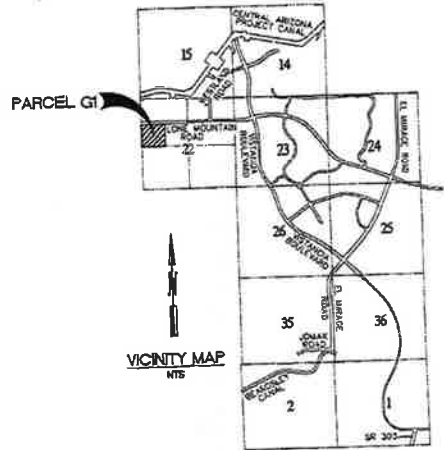
VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION
BY: [REDACTED]
ITS: Vice President

ACKNOWLEDGMENT

STATE OF ARIZONA )
COUNTY OF MARICOPA ) SS

ON THIS 28th DAY OF December 2012, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED [REDACTED], who acknowledged himself to be the [REDACTED] of VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION, AND THAT SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THIS NAME AS SUCH OFFICER ON BEHALF OF THE FOREGOING.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC [REDACTED]
MY COMMISSION EXPIRES: Sept. 31 2014



VICINITY MAP NTS

BOOK 1133 PAGE 37
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURELL
2012-1171007
12/28/12 11:12 AM

CERTIFICATION

THIS IS TO CERTIFY THAT THE BOUNDARY SURVEY AND MONUMENTATION OF THE SUBDIVISION DESCRIBED ON SHEET 2 OF 8 WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.

BY: [REDACTED] DATE: 12-6-12
FILE 35513

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF PEORIA, ARIZONA
ON THE 1st DAY OF Dec 2012.
MAYOR [REDACTED]
ATTEST, CITY CLERK [REDACTED]
DATE: 12/28/12

PREPARED BY
STANLEY CONSULTANTS, INC.
1081 EAST CAMELBACK ROAD
SUITE 400
PHOENIX, AZ 85016-3606
PHONE: 602.333.2200
FAX: 602.333.3333
CONTACT: MARK C. FORDNER, PLS

PREPARED FOR
VISTANCIA SOUTH, LLC
8720 N. SCOTTSDALE ROAD
SUITE 100
SCOTTSDALE, AZ 85253-4421
PHONE: 480.905.0770
FAX: 480.905.1419
CONTACT: SONI RAMBAUER



OWNER
VISTANCIA SOUTH, LLC
8720 N. SCOTTSDALE ROAD
SUITE 100
SCOTTSDALE, AZ 85253-4421
PHONE: 480.905.0770
FAX: 480.905.1419

CITY OF PEORIA PLAN CHECK # P00033
VISTANCIA
Stanley Consultants Inc.
Vistancia Parcel G1 FINAL PLAT
FILE: 1171007-06 PROJECT: 1171007-06 SHEET 1 OF 8



NW COR. SEC. 22  
T.5N., R.1W.  
(BLM BRASS CAP)

NW COR.  
SW 1/4, NW 1/4  
SEC. 22  
T.5N., R.1W.  
(ALUMINUM CAP)

N 1/4  
S21 & S22  
2010  
R.L.S. 35113

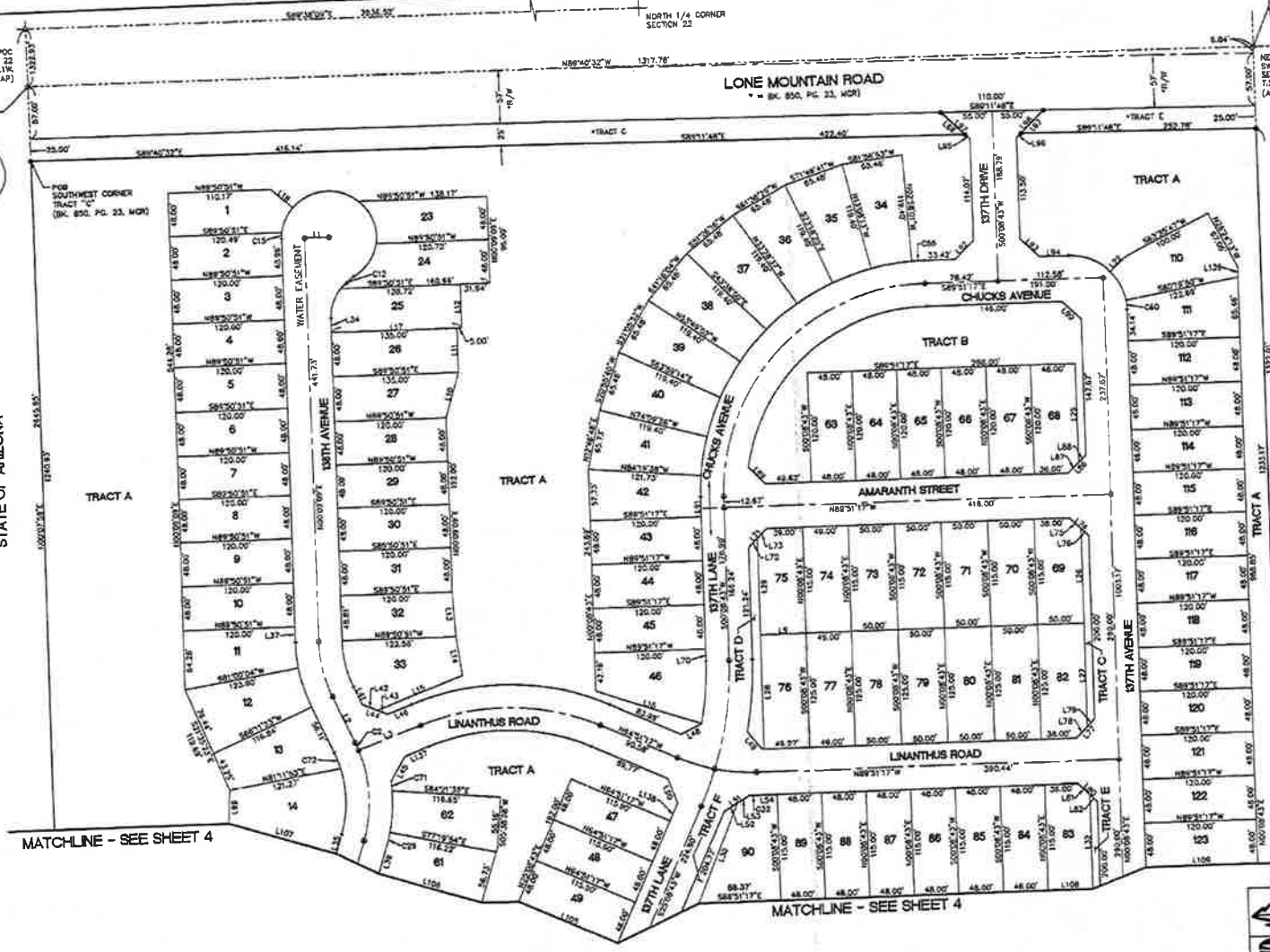
NORTH 1/4 CORNER  
SECTION 22

NW 1/4 S22  
2010  
R.L.S. 35113

NE COR.  
SW 1/4, NW 1/4  
SEC. 22  
T.5N., R.1W.  
(ALUMINUM CAP)

STATE OF ARIZONA

STATE OF ARIZONA



- LEGEND**
- FOUND MONUMENT, AS NOTED
  - FOUND 3/8" REBAR W/ ALUMINUM CAP L.S. 35113
  - ⊙ SET BRASS CAP PLUMB FOR MARK 3/8" DIA. 100' TYPE "B" STAMPED "R.L.S. 35113"
  - NR NON-RADIAL
  - PUE PUBLIC UTILITY EASEMENT
  - PBS POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - MOR MARICOPA COUNTY RECORDS
  - R/W RIGHT-OF-WAY
  - REC RECORDED PER BK.632, PG.24, MOR UNLESS OTHERWISE NOTED
  - VAE VEHICLE NON-ACCESS EASEMENT PER PERMA 75-591
  - UVE UNDETRACTED NEW EASEMENT PER PERMA 75-591
  - CENTRIE
  - RIGHT OF WAY
  - SUBDIVISION BOUNDARY
  - SECTION LINE

BOOK 1133 PAGE 37  
OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN FURCELL  
2012-1171007  
12/28/12 11:12 AM

CITY OF PEORIA PLAN CHECK # 2000033

**INSTANCIA**

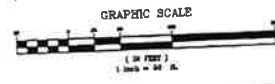
1841 GOLF COURSE ROAD, SUITE 400  
PEORIA, ARIZONA 85601-3538

Stanley Consultants, Inc.

DESIGNED: HCU  
APPROVED: HCU

**VISTANCIA PARCEL OF FINAL PLAT**

FILE: P1000033 PROJECT: 11077310 DATE: 05/11/12 SHEET: 3 OF 6



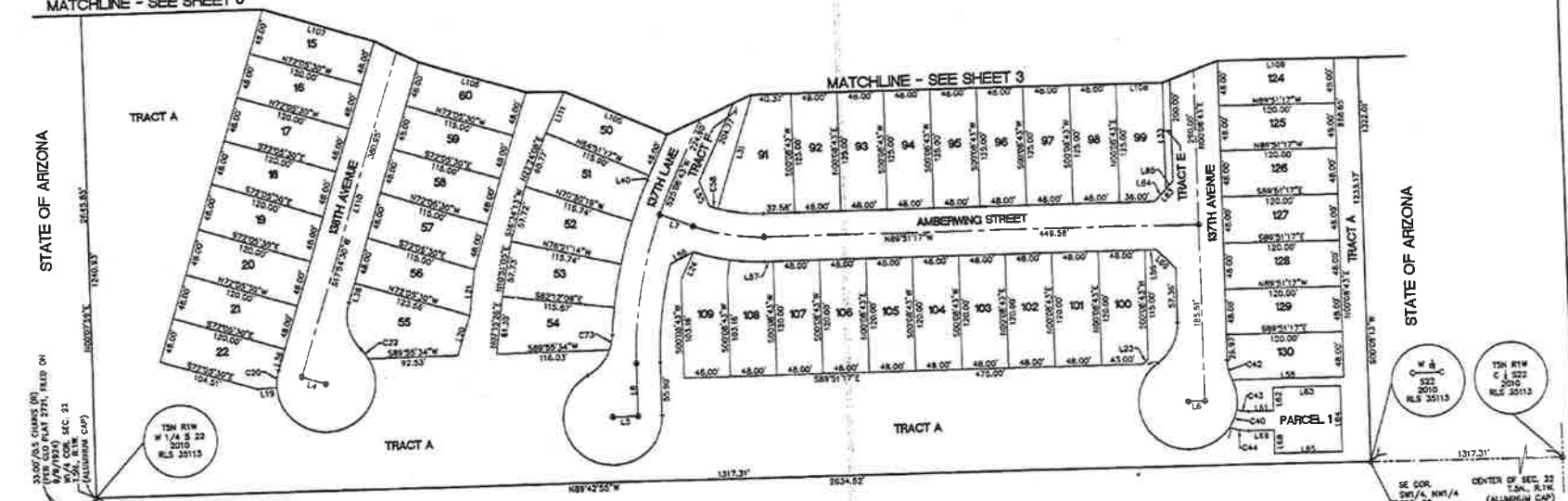
• SEE SHEET 5 FOR ROADWAY WIDTH DETAIL  
• SEE SHEET 5 OF 5 FOR EASEMENT LOCATIONS

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 3



STATE OF ARIZONA

STATE OF ARIZONA

STATE PLANS CHANGE (N) 1/4 COR. QUART 22, FILED ON 5/8/2010 BY TSN, R.I.W. (ALUMINUM CAP) SEC. 22

TSN R1W W 1/4 S 22 2010 RLS 30113

WITNESS COR. TO W 1/4 COR. SEC. 22 (2.0 BRASS CAP)

SW COR. SEC. 22 TSN, R.I.W. (2" ALUMINUM CAP)

SE COR. SW 1/4 NW 1/4 SEC. 22 TSN, R.I.W. (ALUMINUM CAP)

CENTER OF SEC. 22 TSN, R.I.W. (ALUMINUM CAP)

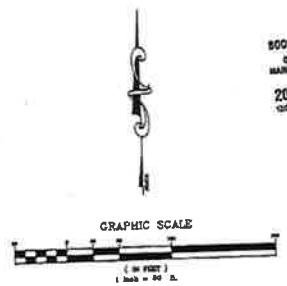
W 1/4 S 22 2010 RLS 30113

TSN R1W C 1/4 S 22 2010 RLS 30113

**LEGEND**

- FOUND MONUMENT, AS NOTED
- FOUND 2" IR BOLLARD W/ ALUMINUM CAP I.C. 30113
- SET BRASS CAP FLUSH PER WAS STD. DTL. 120-1 TYPE "B" STAMPED "RLS 30113"
- HR NON-RADIAL
- PUE PUBLIC UTILITY EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- WCR MARICOPA COUNTY RECORDS
- R/W RIGHT-OF-WAY
- (R) RECORD PER BK. 133, PG. 24, MCR UNLESS OTHERWISE NOTED
- WAC VEHICLE NON-ACCESS EASEMENT
- UNE UNRESTRICTED NON-ACCESS EASEMENT PER PC204 PG. 01
- CENTERLINE
- RIGHT OF WAY
- SUBDIVISION BOUNDARY
- SECTION LINE

STATE OF ARIZONA



GRAPHIC SCALE

• SEE SHEET 2 FOR ROADWAY WIDTH DETAIL  
• SEE SHEET 5 OF 6 FOR EASEMENT LOCATIONS

BOOK 1133 PAGE 37  
OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN FORRELL  
2012-1171007  
1024-0212 11/14/12

CITY OF PEORIA PLAN CHECK # P100063

**VISTANCIA**

Stanley Consultants Inc.

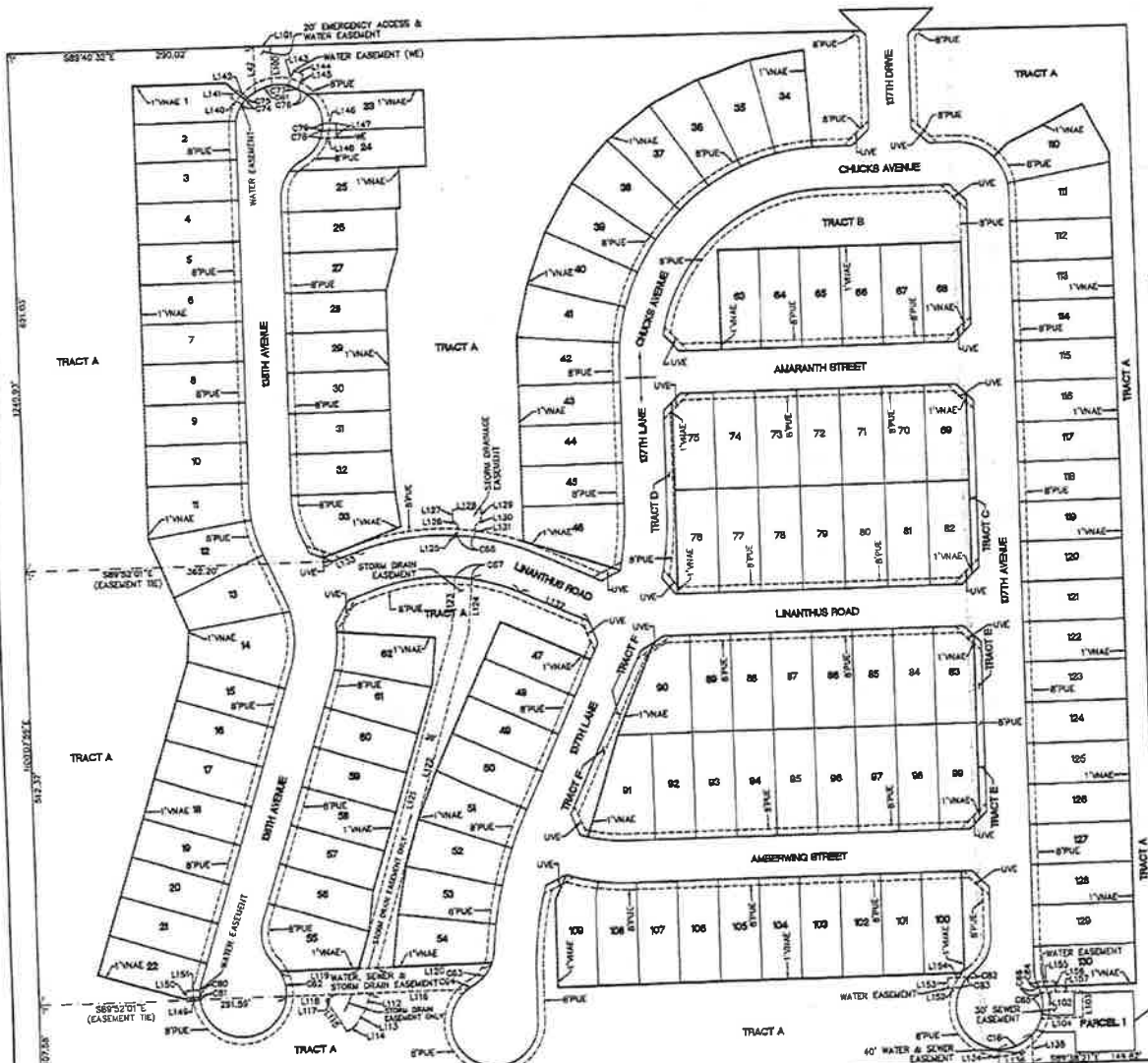
EDWARD S. VISTANCIA

DRAWN BY: JHU  
DESIGNED BY: JHU  
APPROVED BY: JHU

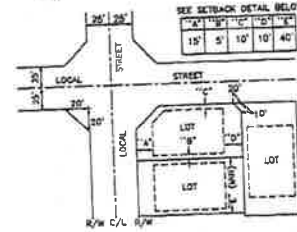
**VISTANCIA PARCEL G1 FINAL PLAT**

FILE: P100063 PROJECT: 1007771007 (M) DATE: 11/14/12 SHEET: 4 OF 6

**PROPOSED EASEMENTS DETAIL SHEET**



**TYPICAL BUILDING SETBACKS, LOT LAYOUTS (VRD-5) AND ROADWAY WIDTH**



**DETAIL LEGEND**

- C/L CENTERLINE
- R/W RIGHT-OF-WAY
- OUTLINE
- RIGHT-OF-WAY
- BUILDING SETBACK

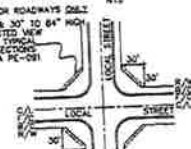
**SETBACK NOTES:**

- 1) A 15' FRONT YARD SETBACK WILL BE REQUIRED UNLESS OTHERWISE NOTED.
- 2) A 10' REAR YARD SETBACK WILL BE REQUIRED UNLESS OTHERWISE NOTED.
- 3) THE FRONT YARD SETBACK FOR LIVING COMPONENT OF HOME AND FOR TURN-IN GARAGE COMPONENT MAY BE SET AT 10' IN ANY RESIDENTIAL ZONING DISTRICT.

**TYPICAL PUBLIC UTILITY EASEMENT (PUE) AT AN INTERSECTION**



**TYPICAL UNOBSTRUCTED VIEW EASEMENT (UVE)**



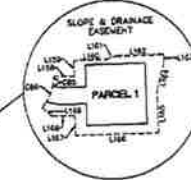
**FOR INTERIOR ROADWAYS (26-2)**

30' X 30' & 30' TO 64' HIGH UNOBSTRUCTED VIEW EASEMENT TYPICAL AT INTERSECTIONS PER PEORIA PC-001

**LEGEND**

- FOUND MONUMENT, AS NOTED
- FOUND 5/8" REBAR W/ ALUMINUM CAP L.S. 35113
- SET BRASS CAP FLUSH PER IAN 570 21/32"-1 TYPE "B" STAMPED "MS 25113"
- NR NON-RURAL
- PUE PUBLIC UTILITY EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- MCE MARICOPA COUNTY RECORDS
- R/W RIGHT-OF-WAY
- (R) RECORD PER BK-632, PG-24, WOR UNLESS OTHERWISE NOTED
- VNAE VEHICLE NON-ACCESS EASEMENT
- UVE UNOBSTRUCTED VIEW EASEMENT PER PEORIA PC-001
- CENTERLINE
- RIGHT OF WAY
- SUBDIVISION BOUNDARY
- SECTION LINES

BOOK 1133 PAGE 37  
OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDS  
HELEN PURCELL  
2012-1171007  
10/26/12 11:34 AM



**CITY OF PEORIA PLAN CHECK # P100033**

**INSTANCIA**

1461 EAST CHANDLER ROAD, SUITE 400  
PEORIA, ARIZONA 85381-3500

Stanley Consultants inc.

**VISTANCIA PARCEL G1 FINAL PLAN**

FILED/PROJECT NAME: PROJECTS/1777/23/DATE/02/01/11 SHEET 8 OF 8

DATE: 02/01/11  
DRAWN: HCS  
DESIGNED: HCS  
APPROVED: MF

**EXHIBIT 5**

**Final Plat Vistancia Village A Parcel G2**

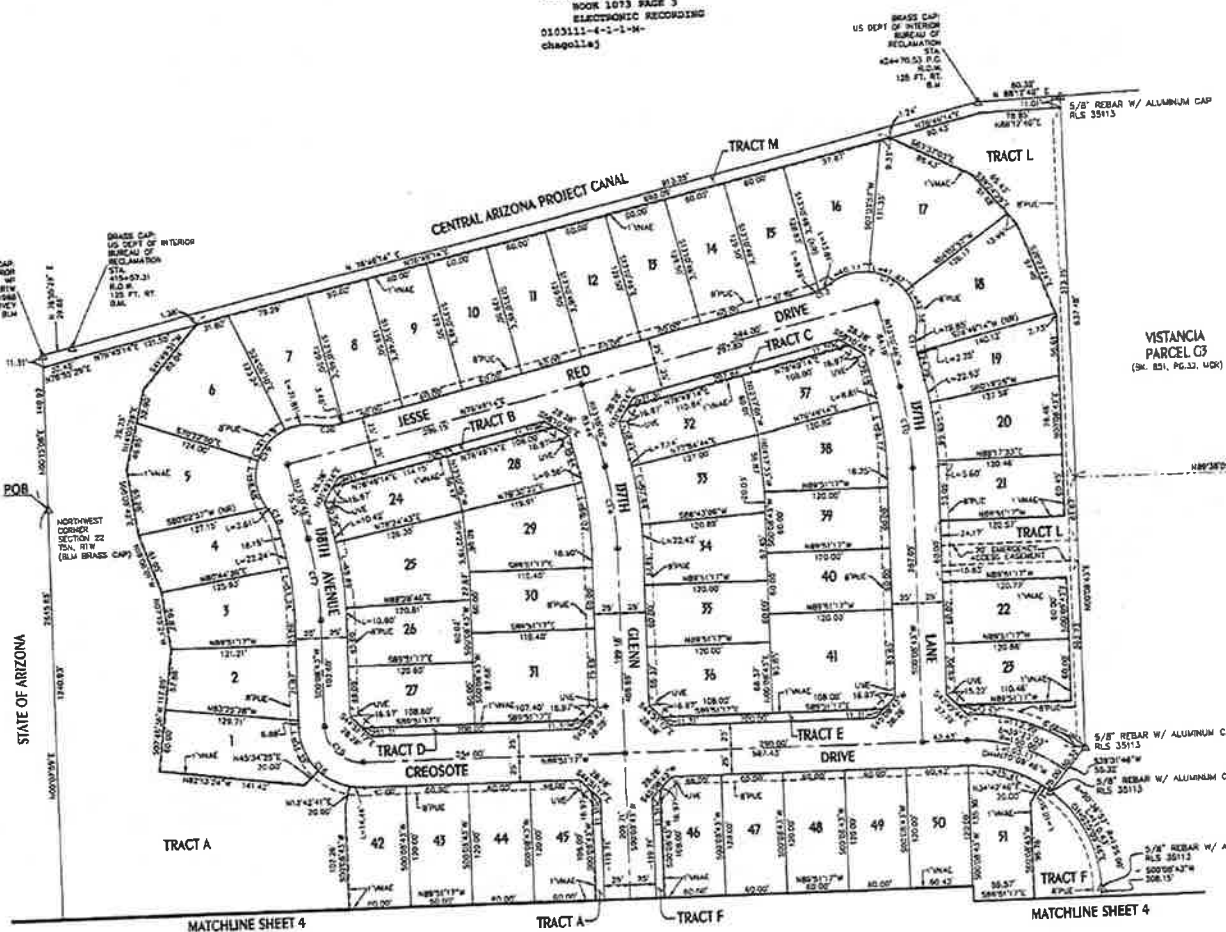




OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
SEEN FORGESS  
20110004844 01/03/2011 04:59  
BOOK 1073 PAGE 3  
ELECTRONIC RECORDING  
0103111-4-1-M-  
chagolla)

**LEGEND**

ABBREVIATIONS			
POB	POINT OF BEGINNING	NR	NON-RADIAL
POC	POINT OF COMMENCEMENT	PUE	PUBLIC UTILITY EASEMENT
VWAC	VEHICLE NON-ACCESS EASEMENT	WDR	MARICOPA COUNTY RECORDS
UVIC	UNOBSTRUCTED VIEW EASEMENT		
	PER PEORIA DETAIL 138		
NOTE: ALL LINES INTERSECTING CURVES ARE RADIAL, UNLESS NOTED OTHERWISE.			
LINE TYPES & SYMBOLS			
---	CONVEYANCE	△	FOUND MONUMENT AS NOTED
---	EASEMENT	○	SET BRASS CAP PLUS/US PER MAG STD. 076.100-1 TYPE "W" STAMPED "RLS 35113"
---	RIGHT OF WAY		
---	SUBDIVISION BOUNDARY		
---	SECTION LINE		



079' 00" FT ACRES

1	0.0000	0.0000
2	0.0000	0.0000
3	0.0000	0.0000
4	0.0000	0.0000
5	0.0000	0.0000
6	0.0000	0.0000
7	0.0000	0.0000
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96	0.0000	0.0000
97	0.0000	0.0000
98	0.0000	0.0000
99	0.0000	0.0000
100	0.0000	0.0000

N 1/4 COR. SEC. 22  
T.8N., R.1W.  
STAMPED "N/A 5 22 134"  
RTW RLS 35113"

CURVE DATA

STATION	BEARING	LENGTH	CHORD	ANGLE
1	N 89° 51' 17" W	120.00	119.98	81.40°
2	S 89° 51' 17" W	120.00	119.98	81.40°
3	N 89° 51' 17" W	120.00	119.98	81.40°
4	S 89° 51' 17" W	120.00	119.98	81.40°
5	N 89° 51' 17" W	120.00	119.98	81.40°
6	S 89° 51' 17" W	120.00	119.98	81.40°
7	N 89° 51' 17" W	120.00	119.98	81.40°
8	S 89° 51' 17" W	120.00	119.98	81.40°
9	N 89° 51' 17" W	120.00	119.98	81.40°
10	S 89° 51' 17" W	120.00	119.98	81.40°
11	N 89° 51' 17" W	120.00	119.98	81.40°
12	S 89° 51' 17" W	120.00	119.98	81.40°
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44	S 89° 51' 17" W	120.00	119.98	81.40°
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47	N 89° 51' 17" W	120.00	119.98	81.40°
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81	N 89° 51' 17" W	120.00	119.98	81.40°
82	S 89° 51' 17" W	120.00	119.98	81.40°
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84	S 89° 51' 17" W	120.00	119.98	81.40°
85	N 89° 51' 17" W	120.00	119.98	81.40°
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87	N 89° 51' 17" W	120.00	119.98	81.40°
88	S 89° 51' 17" W	120.00	119.98	81.40°
89	N 89° 51' 17" W	120.00	119.98	81.40°
90	S 89° 51' 17" W	120.00	119.98	81.40°
91	N 89° 51' 17" W	120.00	119.98	81.40°
92	S 89° 51' 17" W	120.00	119.98	81.40°
93	N 89° 51' 17" W	120.00	119.98	81.40°
94	S 89° 51' 17" W	120.00	119.98	81.40°
95	N 89° 51' 17" W	120.00	119.98	81.40°
96	S 89° 51' 17" W	120.00	119.98	81.40°
97	N 89° 51' 17" W	120.00	119.98	81.40°
98	S 89° 51' 17" W	120.00	119.98	81.40°
99	N 89° 51' 17" W	120.00	119.98	81.40°
100	S 89° 51' 17" W	120.00	119.98	81.40°



**VISTANCIA**

Stanley Consultants, Inc.

VISTANCIA PARCEL FINAL PLAT No. C2

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**EXHIBIT 6**  
**Contractor Proposal**

EXHIBIT - 6



Date: 01/31/22  
Proposal No. PEOR21036-1

To: Charles Andrews, P.E.  
Engineering Supervisor  
Development and Engineering Department  
City of Peoria

**LONE MOUNTAIN DEAD END REVISION 1**

To: Charles Andrews,

DBA Construction proposes (unless otherwise noted) to furnish all labor, equipment, material and Incidentals necessary to successfully complete the items listed below. We thank you for the opportunity to provide you with a comprehensive proposal for the above referenced project.

WORK ITEMS						
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	
1.	FURNISH AND INSTALL 3 TO 4 FOOT BOULDERS	14	EA	\$ 420.00	\$	5,880.00
2.	DEMO AND REMOVE WOOD BARRICADE	108	LF	\$ 15.00	\$	1,620.00
3.	GRADING FOR GABIONS	270	SF	\$ 11.00	\$	2,970.00
4.	HAUL OUT DEBRIS	2	LOAD	\$ 410.00	\$	820.00
5.	FURNISH AND INSTALL GABION BASKETS	90	LF	\$ 254.00	\$	22,860.00
5.	INSTALL MAG 145 HANDRAIL	165	LF	\$ 165.00	\$	27,225.00
6.	INSTALL STEEL GATE	1	EA	\$ 9,750.00	\$	9,750.00
7.	TRAFFIC CONTROL	5	DAY	\$ 460.00	\$	2,300.00
8.	MOBILIZATION HANDRAIL SUB	1	EA	\$ 1,000.00	\$	1,000.00
9.	MOBILIZATION	2	EA	\$ 3,500.00	\$	7,000.00
10.	SURVEY	1	LS	\$ 1,600.00	\$	1,600.00
11.	POTHOLING	1	LS	\$ 2,650.00	\$	2,650.00
12.	CITY CONTINGENCY (ALLOWANCE)	1	ALLO	\$ 13,825.00	\$	13,825.00
<b>PROPOSAL TOTAL:</b>					\$	<b>99,500.00</b>

**Assumptions**

Our proposal is based on the assumption that the following conditions exist on the project site:

1. Access to site to be provided for crews and equipment.
2. Boulders and gabion rock to be Saddleback Brown in color.

**Clarifications**

Our proposal requires further clarification on these points in order to be considered:

1. Steel gate 17.5' wide and built per city provided detail, painted yellow.
2. Gabion barricade 3'x3'x120' single stack, set 3" deep on landscape fabric.
3. Taxes and bonds are included.
4. Pedestrian access to land behind dead end to be closed during construction.

**Exclusions**

Our proposal excludes the following items and were not considered during the preparation to this estimate:

1. Engineering
2. Material Testing

Regards,  
Curtis Stuempl  
Estimator

## Lone Mountain Dead End

### Job Budget Cost Summary

		COST	TOTAL
Permanent Materials		\$ 8,343.32	\$ 8,343.32
Labor		\$ 13,923.99	\$ 13,923.99
Labor Burden (33%)	33.0%	\$ 4,594.92	\$ 4,594.92
Equipment		\$ 8,756.28	\$ 8,756.28
Sub Contractors		\$ 34,012.89	\$ 34,012.89
General		\$ 13,905.21	\$ 13,905.21
			\$ 83,536.61
<hr/>			
Overhead & Profit (10.5%)	10.5%		\$ 8,771.34
			\$ 92,307.95
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		Sub Total	\$ 92,307.95
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Payment & Performance Bond	1.4%		\$ 1,292.31
Insurance	1.0%		\$ 923.08
			\$ 94,523.34
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		Sub Total	\$ 94,523.34
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Tax (Az, County, City)	5.265%		\$ 4,976.65
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**TOTAL : \$99,500.00**

12/30/21