

OFF-SITE LINE EXTENSION AGREEMENT
FOR
DEVELOPER INSTALLED WASTEWATER FACILITIES

BETWEEN

JOHNSON UTILITIES, L.L.C.

AND

PINAL COUNTY BOARD OF SUPERVISORS

FOR

SAN TAN VALLEY COMPLEX

PINAL COUNTY, ARIZONA

NOVEMBER _____, 2020

**OFF-SITE LINE EXTENSION AGREEMENT
FOR DEVELOPER INSTALLED WASTEWATER FACILITIES**

THIS OFF-SITE LINE EXTENSION AGREEMENT ("Agreement"), entered into this _____ day of November, 2020, by and between JOHNSON UTILITIES, L.L.C. ("Company"), EPCOR WATER ARIZONA INC., as Company's Arizona Corporation Commission-appointed Interim Manager ("EPCOR") and PINAL COUNTY BOARD OF SUPERVISORS ("Developer"), is for the construction of off-site utility infrastructure necessary to provide wastewater utility service to SAN TAN VALLEY COMPLEX, a planned commercial development in Pinal County, Arizona as shown in **Attachment 1** (hereinafter called the "Development").

WITNESSETH:

WHEREAS, Company owns and operates a public service corporation and holds a Certificate of Convenience and Necessity (CC&N) and other permits and governmental approvals authorizing Company to serve the public with wastewater service at the Development; and

WHEREAS, On August 14, 2018, the Arizona Corporation Commission ("Commission") and EPCOR entered into an agreement for interim management services in which EPCOR was given full authority to conduct the business and affairs of Company in all respects, except as authority is expressly reserved as a right of ownership under Arizona law; and

WHEREAS, Developer proposes to construct the Development within Company's CC&N; and

WHEREAS, Company needs to extend certain wastewater collection lines and facilities for the purpose of providing wastewater service to customers within the Development ("Wastewater Facilities"); and

WHEREAS, under such circumstances the Arizona Corporation Commission's ("Commission") Rules and Regulations and Company's tariff permit Company to require Developer to construct the Wastewater Facilities for Company, or to provide the funds necessary for Company to construct the Wastewater Facilities, as an advance in aid of construction; and

WHEREAS, Company may need to expand existing backbone sewer mains, lift stations or treatment facilities that connect with the Wastewater Facilities to provide wastewater service to customers within the Development as well as to continue wastewater service to existing customers ("Off-Site Facilities"); and

WHEREAS, Company is authorized to charge hook-up fees (the "Hook-Up Fees") as a contribution in aid of construction to partially offset the costs to expand the Off-Site Facilities; and

WHEREAS, unless otherwise provided in this Agreement, the defined terms herein shall have the same meaning as set forth in the Commission Rules and Regulations.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. CONSTRUCTION OF WASTEWATER FACILITIES; COST OF CONSTRUCTION; CONVEYANCE OF WASTEWATER FACILITIES; HOOK-UP FEES

A. Construction of Wastewater Facilities. Developer will construct, or cause to be constructed, the Wastewater Facilities described on **Attachment 2**, the cost of which is estimated on **Attachment 3**.

B. Cost of Construction. The cost of construction of the Wastewater Facilities, as more fully detailed in **Attachment 3**, is estimated to be **\$238,685.00** (the "Estimated Cost"). The actual cost of construction of the Wastewater Facilities ("Actual Cost") shall constitute an advance in aid of construction (the "Advance"), and such Advance shall be refunded to Developer in accordance with Article VII.

C. Conveyance of Wastewater Facilities. Developer shall convey to Company the Wastewater Facilities constructed pursuant to this Agreement in accordance with Articles III and VI. Developer's obligation to convey the Wastewater Facilities shall be deemed fully satisfied upon completion of the Wastewater Facilities in accordance with this Agreement and upon Company's written acceptance of the Wastewater Facilities as described under Article VI.

D. Hook-Up Fees. In addition to Developer's obligation to construct, or to cause to be constructed, the Wastewater Facilities and to make payments as are required under this Agreement, Developer shall pay to Company the Hook-Up Fees required under Company's tariff. The amount of payment and timing of payment of the Hook-Up Fees are subject to Company's tariff. Hook-Up Fees are nonrefundable contributions in aid of construction.

II. APPLICABLE RATES; COMPANY LIABILITY; COMPANY DISCLOSURES

A. Applicable Rates. The charges for wastewater service to the Development will be at the applicable rates of Company that are authorized by, and on file with, the Commission. Those rates are subject to change from time to time upon application of Company and as approved by the Commission. The current rates are reflected in Company's tariff.

B. Company Liability. Company's obligation for service shall be as set by the stricter of Arizona Administrative Code ("AAC") R14-2-607(C) and (D), the controlling Master Utility Agreement, or this Agreement. Company shall comply with such regulations and any other applicable law.

C. Company Disclosures. Company discloses to Developer that Company's CC&N is the subject of consolidated proceedings in Docket Nos. WS-02987A-18-0329, WS-02987A-06-0077 and WS-02987A-99-0583 et. al., where the Commission is considering whether to delete all or part of the Company's CC&N or to leave the CC&N in place.

III. PERMITS AND LICENSES; PUBLIC UTILITY EASEMENT; TITLE

A. **Permits and Licenses.** Developer agrees to obtain at its own expense all licenses, permits, certificates and approvals from public authorities that may be required for the construction of the Wastewater Facilities within the Development under this Agreement or construction of the Development and to comply with all municipal and other public laws, ordinances and requirements in regard to the same. Company shall be responsible for obtaining at its own expense all licenses, permits, certificates and approvals from public authorities that may be required for the installation and operation of the Off-Site Facilities that will serve the Development and into which the Developer-constructed Wastewater Facilities will be inter-tied and connected. Company shall be responsible for the construction at its cost of all other wastewater treatment and collection facilities necessary to serve the Development.

B. **Public Utility Easement.** Prior to Company issuing its written final acceptance of the Wastewater Facilities, Developer shall provide Company with evidence satisfactory to Company that the Wastewater Facilities are located within dedicated streets, public rights-of-way or public utility easements that protect Company's sewer system and provide unrestricted and uninhibited access to the sewer lines and equipment of Company and rights to enforce the same, as determined by Company, in its reasonable discretion (the "Public Utility Easement"). In the event that any Wastewater Facilities are not located within the Public Utility Easement, then Developer shall grant to Company, prior to Company issuing its written final acceptance of the Wastewater Facilities, and at no cost to Company, non-exclusive easements and/or rights-of-way (collectively, "Easements"), free from all liens and security interests thereon, and in a form that is satisfactory to Company, over, under, and across any real property, within or outside the Development, as necessary to operate, maintain and repair the Wastewater Facilities. As a condition to Developer's conveyance of property or easement rights to Company, Developer shall deliver to Company, among other documents and information reasonably requested by Company, an ALTA survey and a title report pertaining to the real property subject to such easement, both of which must be in form and substance satisfactory to Company's legal counsel. Unless otherwise mutually agreed upon in writing, the Public Utility Easement and any Easements shall be free of physical encroachments, encumbrances or obstacles, and shall have a minimum width of fifteen (15) feet and the mains and collection lines shall be separated by a reasonable distance from other utility lines and facilities to prevent damage or conflicts in the event of repairs or maintenance.

C. **Title.** All materials installed, facilities constructed and equipment provided by Developer in connection with construction of facilities under this Agreement and the completed facilities as installed for which a Discharge Authorization has been issued by the Arizona Department of Environmental Quality ("ADEQ"), and which facilities the Company has provided written acceptance thereof, shall become the sole property of Company, and full legal and equitable title thereto shall be then vested in Company, free and clear of any liens, without the requirement of any written document of transfer to Company. Developer agrees to execute or cause to be executed promptly such documents as counsel for Company may request to evidence good and merchantable title to said facilities free and clear of all liens. Company shall confirm in writing the acceptance of title to the facilities.

IV. COMMENCEMENT OF PERFORMANCE AND TIME OF COMPLETION; PLANS AND SPECIFICATIONS; WORKMANSHIP, MATERIALS, EQUIPMENT AND MACHINERY; CONNECTING WASTEWATER FACILITIES; EXISTING UNDERGROUND FACILITIES RESPONSIBILITIES; ADDITIONAL TERMS AND CONDITIONS

A. Commencement of Performance and Time of Completion. It is estimated that Developer will start the construction work to be performed under this Agreement on or about November 15, 2020 and will complete the construction work to be performed under this Agreement on or about November 15, 2021. Failure to meet those estimated dates shall in no way relieve Developer or Company of any of their obligations under this Agreement.

B. Plans and Specifications. All plans, specifications and construction shall be in accordance with good utility practices and in accordance with all rules, regulations and requirements of regulatory agencies having jurisdiction over construction of the Wastewater Facilities. All plans and specifications have received all requisite approvals in writing of all necessary agencies and the approval in writing of Company before construction is commenced. Company's review, revisions and approval shall be provided as promptly as possible. Plans and specifications as approved by Company for Wastewater Facilities to be constructed hereunder will be incorporated herein by reference and made part of this Agreement when so approved.

C. Workmanship, Materials, Equipment and Machinery. All materials shall be new, and both workmanship and materials shall be of good quality and which meet the specifications and standards of the Commission, ADEQ, the Arizona Department of Health Services and all local regulatory agencies having jurisdiction over the construction of sewer systems. Developer shall assign to the Company the warranties of its contractors for the Wastewater Facilities to be built pursuant to this Agreement or, if the Developer constructs the Wastewater Facilities itself, Developer agrees to pay all costs for removing and replacing any defective part or parts upon the Company providing written notice to the Developer within one year after such Wastewater Facilities receive written final acceptance from Company.

D. Connecting Wastewater Facilities. The Wastewater Facilities shall not be connected to Company's existing facilities without the prior written approval of Company, which approval shall not be unreasonably withheld or delayed. The Wastewater Facilities shall not be operated prior to connection to Company's facilities. Any such operation may result in either rejection of the Wastewater Facilities by Company, or extraordinary charges to Developer to purge the subject Wastewater Facilities prior to acceptance.

E. Existing Underground Facilities Responsibility. Developer shall be responsible for complying with Arizona Underground Facilities Laws at A.R.S. 40-360.21, *et seq.*, and applicable local regulations, and will assume all costs and liabilities associated with (1) coordination with the owners or agents of all underground facilities within and adjacent to the Development regarding the location of such facilities, and (2) construction near, or damage to, such underground facilities. Developer will conduct, or cause to be conducted, all excavation in a careful and prudent manner in its construction of all Wastewater Facilities subject to this Agreement.

F. Additional Terms and Conditions. Any additional terms and conditions applicable to this Agreement are contained in **Attachment 4** attached hereto and incorporated herein.

V. INSPECTION, TESTING AND CORRECTION OF DEFECTS

Developer shall comply with the inspection and testing requirements of Company for the Wastewater Facilities to be constructed in accordance with this Agreement; these requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall promptly notify Company when Wastewater Facilities under construction are ready for inspection and testing, and Company shall inspect promptly after being so notified. Company agrees to conduct any "open trench" inspection within forty-eight (48) hours of the inspection date designated by Developer, provided Developer gives Company at least three (3) working days advance written notice of the inspection date.

For the purpose of inspection and testing of everything covered by this Agreement, or the work thereon, Developer shall give Company and any inspectors appointed by it, full and complete access to the working places and furnish every facility for properly inspecting such materials and work and shall furnish them with full information whenever requested as to the progress of the work on its various parts. The approval of work by any such inspector shall not relieve Developer from its obligation to comply in all respects with the instructions and specifications to make the work a finished job of its kind, completed in accordance with the plans and specifications approved by Company and are satisfactory to Company upon inspection and testing. Developer agrees that no inspection by or on behalf of Company shall relieve Developer from its obligation to do and complete the work in accordance with this Agreement. If at any time before the final completion and written acceptance of the work any part of the work is found to be defective or deficient in any way, or in any way fails to conform to this Agreement, Company is hereby expressly authorized to reject or revoke acceptance of such defective or deficient work and require Developer to do over and make good on such defective work. No costs incurred by Developer to do over or make good on defective or deficient work shall be included in the Advance subject to refund pursuant to Article VII.A. Company specifically reserves the right to withhold approval and to forbid connection of the Wastewater Facilities constructed under this Agreement to Company's system unless such facilities have been constructed in accordance with the plans and specifications as approved by Company and are satisfactory to Company upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials and workmanship upon request by Company made subsequent to inspection by Company.

VI. INVOICES; LIENS; "AS-BUILT" PLANS

A. Invoices. Developer agrees to furnish Company, within thirty (30) days after completion of construction of the Wastewater Facilities, copies of Developer's, subcontractors', vendors' and all others' invoices for all engineering, surveying, and other services, materials installed, construction performed, equipment provided, materials purchased and all else done for construction pursuant to this Agreement at the actual cost thereof.

B. Liens. Developer acknowledges its duty to obtain lien waivers from all persons or entities providing labor, materials or services hereunder. Developer hereby irrevocably waives any rights it may now have or which it may acquire during the course of this Agreement to record liens against Company or its property. Developer shall also pay, satisfy and discharge, or bond over, all mechanics', materialmen's and other liens, and all claims, obligations and liabilities which may be asserted against Company or its property by reason of Developer's construction of the Wastewater Facilities to be constructed pursuant to this Agreement.

C. "As-Built" Plans. Developer agrees to furnish Company, within thirty (30) days after completion of construction of the Wastewater Facilities, "as-built" drawings showing the locations of all wastewater manholes, lift stations, mains, valves, and service connections to all structures served from Wastewater Facilities that are constructed under this Agreement. The drawings shall be certified by Developer's engineer of record and shall be provided on both reproducible mylar prints, and in digital format (*i.e.*, AutoCad, MicroStation or .dxf format or other such format as may be specified by Company), together with all available data for the Development, including but not limited to ALTA surveys, topographical maps, aerial maps, tentative plats, engineering plans, and final plats.

D. Discharge Authorization. Prior to Company issuing its written final acceptance of the Wastewater Facilities, Developer agrees to furnish Company, within thirty (30) days after completion of construction of the Wastewater Facilities, a copy of the Discharge Authorization as issued by the Arizona Department of Environmental Quality ("ADEQ") or any other applicable regulatory body having jurisdiction of the Wastewater Facilities.

VII. AMOUNT OF ADVANCE; PAYMENT OF INCOME TAXES; COMPUTATION OF REFUND OF ADVANCE; MAXIMUM REFUND; INTEREST ON ADVANCE; COMPANY'S RIGHT OF FIRST REFUSAL

A. Amount of Advance. The Actual Cost of constructing the Wastewater Facilities shall be a refundable advance in aid of construction.

B. Payment of Income Taxes. Pursuant to Decision 77378, the Company is authorized to collect from Developer income taxes payable as a result of Company's receipt of advances in aid of construction from Developer consistent with Decision 76974 as amended by Decision 77104 and Decision 77540. Decision 77378 is effective once the Company docket a notice or letter from the Internal Revenue Service affirming its reclassification as a taxable entity, along with revised tariffs for both its water and wastewater divisions, and the Commission's Utilities Division Staff has confirmed in the docket that the required filings are in compliance with Decision 77378. At the time of the Company's acceptance of Wastewater Facilities from Developer, Company will notify Developer in writing and provide a calculation of the applicable gross-up taxes and Developer shall pay such taxes within 30 days of receipt of such notice from the Company. If applicable, the amount of the gross-up taxes pertaining to the Advance shall be refundable to Developer by Company as a refundable advance in aid of construction.

C. Computation of Refund of Advance. For a period of twenty (20) years commencing on the date of Company's written final acceptance of the Water Facilities, Company shall pay to Developer, or Developer's assignees or other successors-in-interest where Company has received

notice and evidence of such assignment or succession, five percent (5%) of the total gross annual revenue from water sales to each *bona fide* consumer whose service line is connected to main lines covered by this Agreement. Any additional charge made by Company based on any sales tax, privilege tax, excise tax or regulatory assessment shall not be included in the computation of the refund. Refunds of the Advance shall be made by Company on or before the 31st day of August of each year commencing with the effective date of Company's written final acceptance of the Water Facilities, covering any refunds owing from water revenues received during the preceding July 1 to June 30 period. Any balance of the Advance remaining at the end of the twenty-year refund period shall become non-refundable.

D. Maximum Refund; Interest on Advance. The refund to Developer under this Agreement shall in no event exceed the amount of the Advance. No interest shall be paid by Company on the Advance.

E. Company's Right of First Refusal. Subject to the requirements of Commission Decision 76889, before selling or transferring the right of Developer to receive refunds of the Advance under this Agreement, Developer shall first give Company, or its assigns, a reasonable opportunity to purchase the same at the same price and upon the same terms as contained in any bona fide offer which Developer has received from any third person or persons which it may desire to accept. Company or its assigns shall have a period of fifteen (15) days from the date it receives Developer's notice of the offer to exercise its right of first refusal. If Company notifies Developer within the fifteen (15) day period that it wishes to exercise its right of first refusal, Company or its assigns shall purchase the refunds of the Advance based on the terms and conditions of the offer. If Company or its assigns declines or fails to exercise its right of first refusal within fifteen (15) days after Developer's notice, Developer may sell the refunds of the Advance to the offering third party in accordance with the terms and conditions of the offer. Company's failure to exercise its right of first refusal hereunder shall not act as a waiver of this Section or as a termination of Company's rights under this Section with respect to subsequent third party offers. This provision shall not apply to Developer's assigning or pledging the Agreement in connection with any loan requirements.

VIII. RISK; LIABILITY; INSURANCE

A. Risk. Developer shall carry on all work required hereunder at its own risk until the work is fully completed and accepted by Company and will, in case of accident, destruction or injury to the work or materials before such final completion and written acceptance by Company, replace or repair forthwith the work or materials so injured, damaged or destroyed, in accordance with the original approved plans and specifications and to the satisfaction of Company and at Developer's own expense.

B. Liability. Developer hereby assumes the entire responsibility and liability for injury or death of any person, or loss for damage to any property contributed to or caused by the active or passive negligence of Developer, its agents, servants, employees, or subcontractors incurred during the course of construction of the Wastewater Facilities. Accordingly, DEVELOPER WILL INDEMNIFY AND HOLD HARMLESS Company and EPCOR, their respective officers, directors, engineers, agents and employees from and against such claims or expenses, including penalties and

assessments, to which they or any of them may be subjected by reason of such injury, death, loss, claim, penalty, assessment or damage, and in case any suit or other proceeding shall be brought on account thereof, Developer will assume the defense at Developer's own expense and will pay all judgments rendered therein.

C. Insurance. Developer agrees to produce and maintain all insurances described below, including insurance covering the obligations assumed by Developer under Articles VIII.A and VIII.B hereof. Certificates of issuance shall be provided to Company before the commencement of actual construction.

1. Workman's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the State of Arizona.
2. Commercial general liability insurance, with minimum combined single limits of \$1,000,000.00, and including operations and protective liability coverages. When the work to be performed requires blasting, Developer's insurance shall specifically cover that risk.
3. Comprehensive automobile liability insurance, with minimum combined single limits of \$1,000,000.00, and covering all owned and non-owned automobiles or trucks used by or on behalf of Developer, in connection with the work.

IX. MISCELLANEOUS

This Agreement may not be modified or amended except by a writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

This Agreement is consistent with all Rules and Regulations of the Commission and authorized Tariffs of Company and therefore does not require specific approval of the Commission.

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and expressly supersedes and revokes all other prior or contemporaneous promises, representations and assurances of any nature whatsoever with respect to the subject matter hereof.

The remedies provided in this Agreement in favor of Company shall not be deemed exclusive remedies but shall be in addition to all other remedies available at law or in equity.

No waiver by either party of any breach of this Agreement nor any failure by either party to insist on strict performance by the other party of any provision of this Agreement shall in any way be construed to be a waiver of any future or subsequent breach by such defaulting party or bar the non-

defaulting party's right to insist on strict performance by the defaulting party of the provisions of this Agreement in the future.

Developer is an independent contractor and not an agent or employee of Company.

This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the parties hereto and their respective successors and assigns, including but not limited to any subsequent entity that acts as an Interim Manager for the Company (other than EPCOR) appointed by the Commission.

(BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR AND ON BEHALF OF:

JOHNSON UTILITIES, L.L.C.
Company

PINAL COUNTY BOARD OF SUPERVISORS
Developer

By: _____
Gary Drummond

By: _____
Anthony Smith

Its: Manager

Its: Chairman of the Board

Date: _____

Date: _____

JOHNSON UTILITIES, L.L.C.
5230 E. Shea Boulevard
Suite 200
Scottsdale AZ 85254
(480) 998-3300 phone

State of ARIZONA
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2020 by
Anthony Smith, Chairman of the Pinal County Board of Supervisors.

Notary Public

My Commission Expires _____

SEAL:

(continued next page)

PINAL COUNTY BOARD OF SUPERVISORS
Developer

By: _____
Natasha Kennedy

Its: Clerk of the Board

Date: _____

State of ARIZONA
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2020 by
Natasha Kennedy, Clerk of the Pinal County Board of Supervisors.

Notary Public

My Commission Expires _____

SEAL:

PINAL COUNTY BOARD OF SUPERVISORS
121 W 22nd Street
Florence AZ 85132

Contact: Hattie Sturgill
hattie.sturgill@pinal.gov
(520) 866-6914

PROJECT: San Tan Valley Complex

(continued next page)

EPCOR WATER ARIZONA INC.

EPCOR, acting in its capacity as Interim Manager for Johnson Utilities, L.L.C.

By: _____
Brad Finke

Its: Engineering Manager, Developer Services

Date: _____

(end signatures)

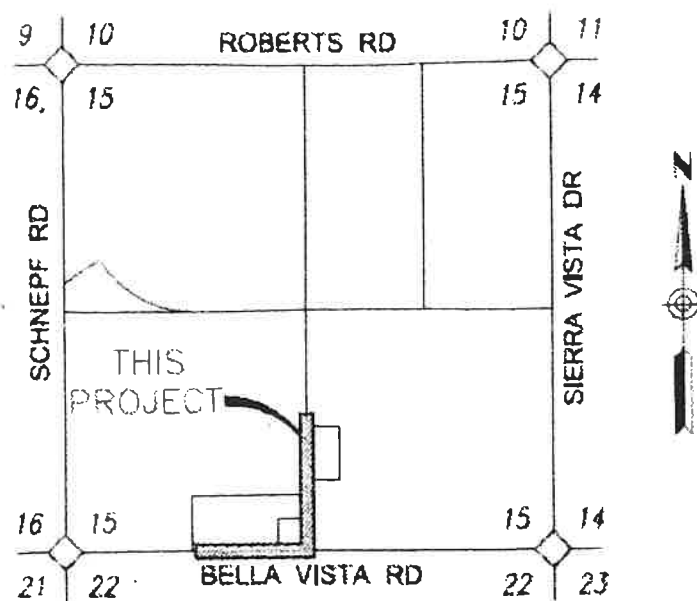
ATTACHMENT 1

MAP AND LEGAL DESCRIPTION OF DEVELOPMENT

See Attached

ATTACHMENT 1

MAP AND LEGAL DESCRIPTION OF DEVELOPMENT



LOCATION MAP

A PORTION OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 8 EAST,
G&SRM, FINAL COUNTY, ARIZONA

3" = 1 MILE



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded mail to:
Clerk of the Board
PO Box 827
Florence, AZ 85132

DATE/TIME: 09/20/2019 1613
FEE: \$0.00
PAGES: 5
FEE NUMBER: 2019-079146

EXEMPT: A.R.S. § 11-1134(A)(7)

**SPECIAL WARRANTY DEED
OF DEDICATION**

For the consideration of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, El Dorado Bella Vista LLC, an Arizona limited liability company, the Grantor, does hereby convey to Pinal County, a political subdivision of the State of Arizona, the Grantee, for roadway and public utility purposes, the following real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto and any improvements located thereon:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO current taxes and assessments, reservations in
patents and easements, rights-of-way, encumbrances, liens,
covenants, conditions, restrictions, obligations, liabilities and other
matters as may appear of record.

AND the Grantor hereby binds itself and its successors to warrant and defend the title as
against all acts of the Grantor herein and no other, subject to the matters above set forth.

DATED: August 13th, 2019.

[Signature Pages Follow]

GRANTOR:

El Dorado Bella Vista LLC, an Arizona limited liability company

By: El Dorado Holdings, Inc., an Arizona corporation

Its: Administrative Agent

By:

Its:

Linda Cheney
Vice President

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me on this 13 day of August, 2019, by Linda Cheney, as Vice President of El Dorado Holdings, Inc., an Arizona corporation, the Administrative Agent of El Dorado Bella Vista LLC, an Arizona limited liability company, for and on behalf thereof.



KAREN E. MICKALONIS
Notary Public, State of Arizona
Maricopa County
My Commission Expires
October 22, 2021

Notary Seal/Stamp

Karen E. Mickalonis
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Copyright © 2011

**BELLA VISTA FARMS
SCHNEPF ROAD
LEGAL DESCRIPTION**

A parcel of land being situated within the Southwest quarter of Section 15, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a found 5/8 inch rebar accepted as the Center of said Section 15 from which a found 3-1/4 inch SRP aluminum cap accepted as the South quarter corner thereof bears South 02°17'46" East, 2647.81 feet;

Thence South 02°17'46" East, 1978.99 feet along the east line of said Southwest quarter to the **POINT OF BEGINNING**;

Thence continuing along said east line, South 02°17'46" East, 668.83 feet to the South quarter corner of said Section 15;

Thence South 89°33'57" West, 55.03 feet along the south line of said Southwest quarter;

Thence leaving said south line, North 02°17'46" West, 668.83 feet along a line that is parallel with and 55.00 feet west of the east line of said Southwest quarter;

Thence leaving said parallel line, North 89°33'57" East, 55.03 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 36,785 sq. ft. (0.8445 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1359
Date: August 2019



NORTH QUARTER CORNER
SECTION 15, T3S, R8E
FOUND 3" ALUMINUM CAP
STAMPED T3S, R8E, 10, 15,
RLS 43994, DOWN 1.0'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S02°17'46"E	668.83'
L2	N02°17'46"W	668.83'

N89°38'50"E
2690.38'

WEST QUARTER CORNER
SECTION 15, T3S, R8E
FOUND 3-1/4" ALUMINUM CAP
FLUSH, STAMPED CAN-AM ENG
T3S, R8E, E1/4, S15, S16
RLS 34554, DATED 2006

N02°17'24"W 2651.64'

CENTER OF SECTION
SECTION 15, T3S, R8E
FOUND 5/8" REBAR W/
NO TAG, BENT, FLUSH
P.O.C.

S02°17'46"E 2647.81'
1978.99'

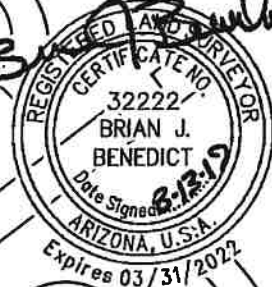
P.O.B.
N89°33'57"E
55.03'

SOUTHWEST CORNER
SECTION 15, T3S, R8E
FOUND 3" ALUMINUM CAP
STAMPED T3S, R8E,
15, 16, 21, 22, DATED 2002
DOWN 1.2'

S89°33'57"W
55.03'

S89°33'57"W 2690.52'

SOUTH QUARTER CORNER
SECTION 15, T3S, R8E
FOUND 3-1/4" SRP ALUMINUM CAP
STAMPED T3S, R8E, S15, S22
DOWN 1.0'



PROJ.NO.: 1359
DATE: AUG. 2019
SCALE: N.T.S.
DRAWN BY: JDL
CHECKED BY: KJP

BELLA VISTA FARMS
SCHNEPF ROAD
PINAL COUNTY, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

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~~EXEMPT: A.R.S. § 11-1134(A)(7)~~

**SPECIAL WARRANTY DEED
OF DEDICATION**

For the consideration of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Pinal County Community College District dba Central Arizona College, a non-profit public education institution of the State of Arizona, the Grantor, does hereby convey to Pinal County, a political subdivision of the State of Arizona, the Grantee, for roadway and public utility purposes, the following real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto and any improvements located thereon:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO current taxes and assessments, reservations in patents and easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record.

AND the Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to the matters above set forth.

DATED: June 4, 2019.

[Signature Pages Follow]

GRANTOR:

Pinal County Community College District dba Central Arizona College, a non-profit public education institution of the State of Arizona

By: 

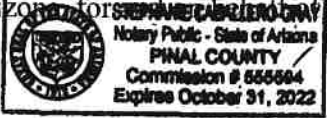
Its: VP Business Affairs/CFO

STATE OF ARIZONA)

) ss.

County of Maricopa

Acknowledged before me this 4th day of June 2019, by
Chris Wodka, the VP Business Affairs/CFO of Pinal County Community
College District dba Central Arizona College, a non-profit public education institution of the State
of Arizona, for and on behalf of the corporation.



Notary Seal/Stamp


Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Shoreline

**BELLA VISTA FARMS
TOSCANA LOOP & SCHNEPF ROAD
LEGAL DESCRIPTION**

A parcel of land being situated within the West half of Section 15, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

BEGINNING at a found 5/8 inch rebar accepted as the Center of said Section 15 from which a found 3-1/4 inch SRP aluminum cap accepted as the South quarter corner thereof bears South 02°17'46" East, 2647.81 feet;

Thence South 02°17'46" East, 1978.99 feet along the east line of the Southwest quarter of said Section 15;

Thence leaving said east line, South 89°33'57" West, 55.03 feet;

Thence North 02°17'46" West, 1904.21 feet along a line that is parallel with and 55.00 feet west of said east line, to the beginning of a tangent curve, concave southwesterly, having a radius of 33.00 feet;

Thence leaving said parallel line and northwesterly along said curve, through a central angle of 89°59'38", an arc length of 51.83 feet to a tangent line;

Thence South 87°42'36" West, 935.69 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1540.00 feet;

Thence northwesterly along said curve, through a central angle of 57°09'43", an arc length of 1536.40 feet to a non-tangent line;

Thence North 51°02'41" East, 40.09 feet to a non-tangent curve, concave northeasterly, having a radius of 1500.00 feet, the center of which bears North 54°58'27" East;

Thence southeasterly along said curve, through a central angle of 57°15'51", an arc length of 1499.17 feet to a tangent line;

Thence North 87°42'36" East, 1023.68 feet to the **POINT OF BEGINNING**.

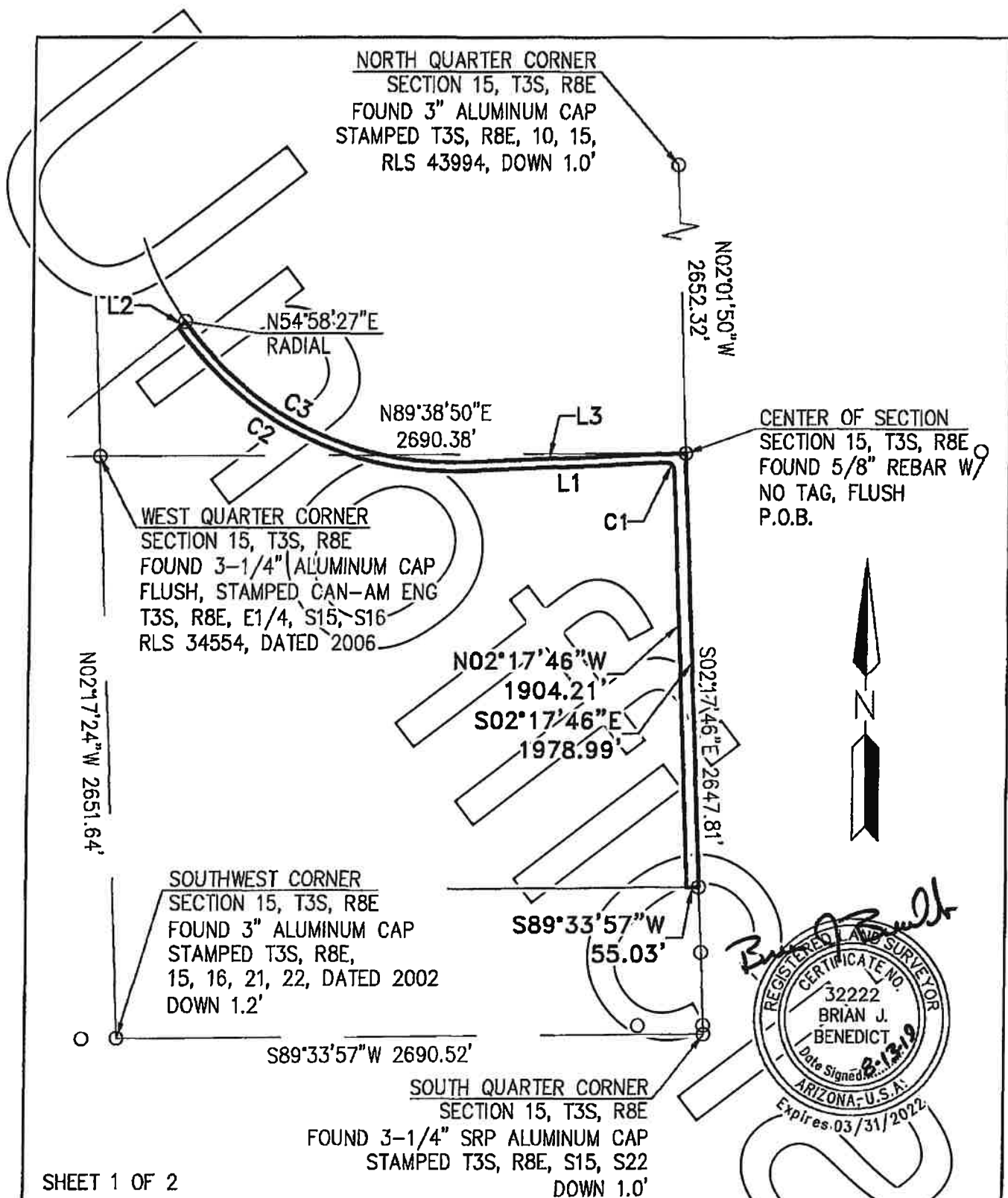
The above described parcel contains a computed area of 208,488 sq. ft. (4.7862 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1359
Date: August 2019



Expires 03/31/2022



SHEET 1 OF 2

PROJ.NO.: 1359	BELLA VISTA FARMS	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: AUG. 2019	TOSCANA LOOP & SCHNEPF ROAD PINAL COUNTY, ARIZONA	
SCALE: N.T.S.	EXHIBIT	
DRAWN BY: JDL		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S87°42'36"W	935.69'
L2	N51°02'41"E	40.09'
L3	N87°42'36"E	1023.68'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	33.00'	89°59'38"	51.83'
C2	1540.00'	57°09'43"	1536.40'
C3	1500.00'	57°15'51"	1499.17'



SHEET 2 OF 2

PROJ.NO.: 1359	BELLA VISTA FARMS TOSCANA LOOP & SCHNEPF ROAD PINAL COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: AUG. 2019		
SCALE: NONE		
DRAWN BY: JDL		
CHECKED BY: KJP		

ATTACHMENT 2

ENGINEERING PLAN OF WASTEWATER FACILITIES

See Attached

A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 8 EAST,
OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA

A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 8 EAST,
OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA

†: COORDINATES WERE VERIFIED IN THE FIELD USING REAL TIME KINEMATIC GPS OBSERVATIONS RELATIVE TO NGS PUBLISHED CONTROL POINTS.

2. SURVEYED DURING THE MONTHS OF OCTOBER 2018
5. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL CONTROLS IN THE FIELD PRIOR TO CONSTRUCTION

UNITS: COORDINATES, DISTANCES AND ELEVATIONS ARE SHOWN IN INTERMEDIATE FEET

BASIS OF BEARING. THE BASIS OF BEARING FOR THIS PROJECT IS A LINE BETWEEN TWO FOUND MONUMENTS, BOTH ALONG THE CENTERLINE OF BELLA VISTA ROAD. ONE MONUMENT BEING A FOUND REBAR WITH CAP LOCATED AT THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 8 EAST. THE OTHER MONUMENT BEING AN ALUMINUM FLUSH CAP LOCATED AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 8 EAST. SAID BEARING BEING N69°13'16"E.

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GROUND FASTING (CSF) = GRID EASTING

NAVD 88

FOUND NGS PUBLISHED BENCHMARK DESCR

GROUND NORTHING = 795776.32

5 THE COORDINATES PRESENTED ARE SHOWN

6. THIS IS NOT A PROPERTY BOUNDARY SURVEY

DATE RECEIVED _____
ATTEST: _____
NOTARY PUBLIC

PROVIDER	CONTACT	PHONE NUMBER
EL PASO NATURAL GAS	RUSSELL WILLIAMS	(802) 439-4249
MESA GAS	CONFLICT REVIEW	(802) 484-5294
COX COMMUNICATIONS	TRAFFIC & MGMT CENTER	(570) 343-9992
SRP	SRP BLUESTAKE	(602) 236-8026
CENTURYLINK	CONFLICT REVIEW	(800) 778-9140

THE SUBJECT PROPERTY LIES WITHIN ZONE "X"; AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. REFERENCE FIRM PANEL 04021C0475E (EFFECTIVE DATE, 12/04/07)

ITEM	QUANTITY
10" PVC SEWER PIPE MANHOLE	2300 LF 6 EA



A PORTION OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 8 EAST,

 $3'' = 1 \text{ MILE}$

PINAL COUNTY FACILITIES
121 W 22ND STREET
FLORENCE, AZ 85132
(520) 865-6416

ATTN: ARCHIE CAREON
EMAIL: ARCHIE.CAREON@PINAL.CO.INTX7.COM

DIBBLE ENGINEERING
177 NORTH CHURCH AVENUE, SUITE 711
TUCSON, AZ 85701
(520) 495-4065

ALL: GREG VEGA, PE
E-MAIL: GREG.VEGA@HIGHSCORE.COM

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

REGISTERED ENGINEER/LAND SURVEYOR

REGISTRATION NUMBER:

APPROVED BY:

FINAL COUNTY ENGINEER

APPROVAL EXPIRES

^ RE-APPROVAL :

PINAL COUNTY ENGINEER

PIVAL COUNTY PUBLIC W...

APPROVAL EXPIRES



SHEET INDEX		DES
PAGE	SHEET	
1	C10	COV
2	C11	GEN
3	C21	PLA
4	C22	PLA
5	C23	PLA
6	C24	PLA
7	C25	PLA

OFFICE - SCHNEPP RD
OFFICE - BELLA VISTA RD
OFFICE - SCHNEPP RD
OFFICE - SCHNEPP RD
OFFICE - SCHNEPP RD

**Dibble
Engineering**



COVER SHEET

51-710-000

Arrington Workbooks Architects
 1001 North Main Street, Suite 103
 Tallahassee, FL 32301
 Telephone: 904.222.2779
 Fax: 904.224.1511
 A Lunsford Lunsford Company
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PINAL COUNTY

PINAL COUNTY SAN TAN VALLEY COMPLEX
31500 N SCHNEPP RD,
BLDGS A AND B
SAN TAN VALLEY, AZ 85143

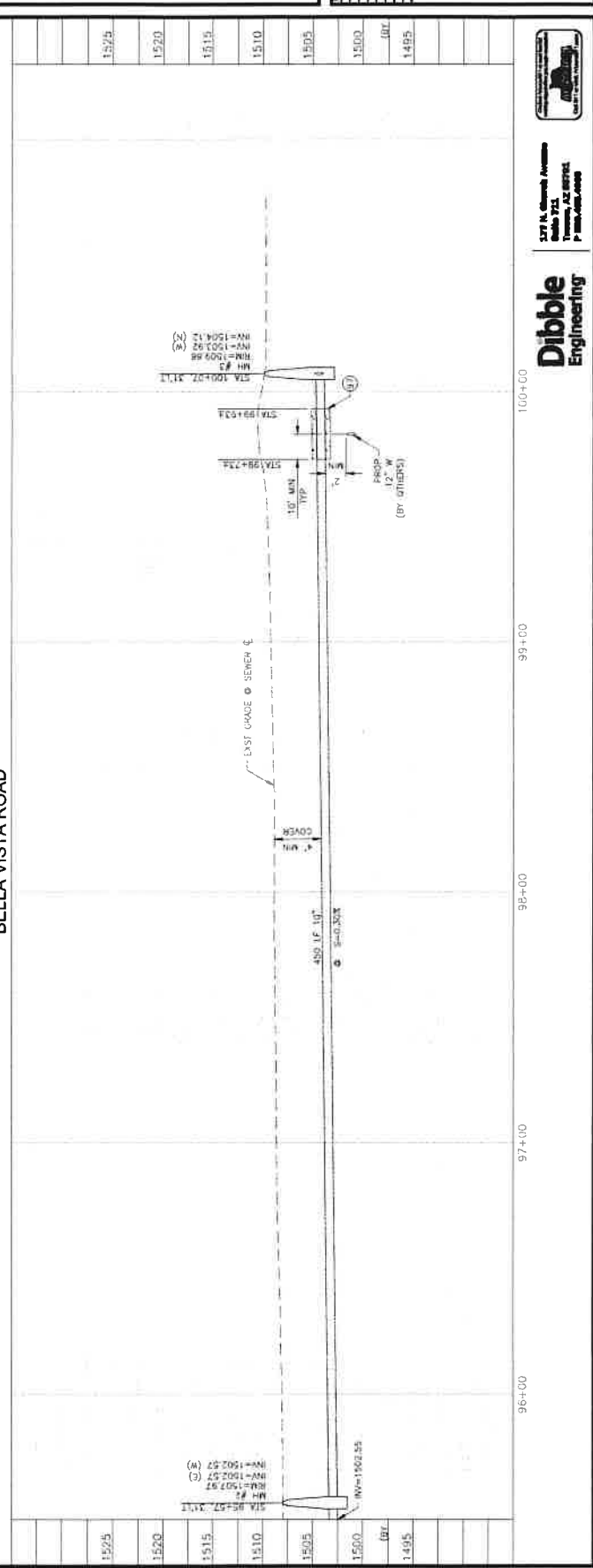
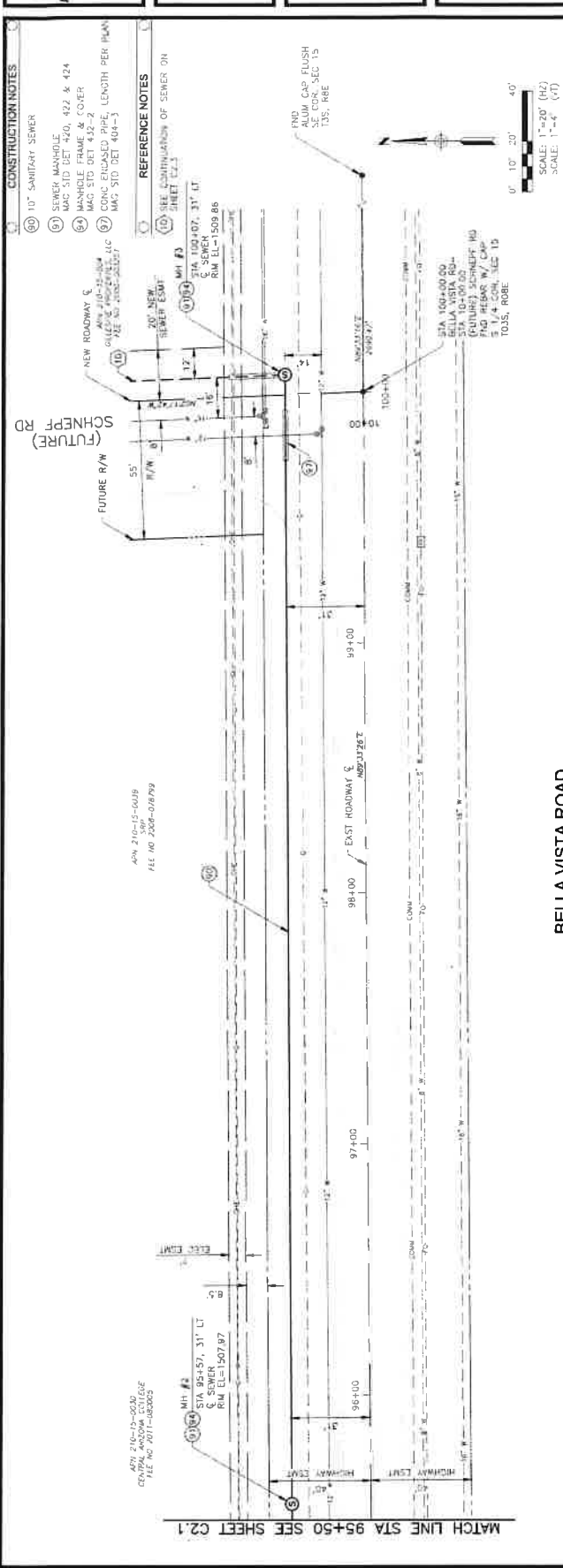
[illegible]



00+00

C2.1

377 N. Church Avenue
Suite 711
Tucson, AZ 85701
P 520/426-1000



CONSTRUCTION NOTES

- 60 10" SANITARY SEWER
- 61 SEWER MANHOLE
- 62 MANHOLE FRAME & COVER
- 63 CONC ENCASED PIPE, LENGTH PER PLAN
- 64 CONC STD DET 432-2
- 65 CONC STD DET 404-3

REFERENCE NOTES

- 10 SEE CONTINUATION OF SEWER ON SHEET C2.3

PINAL COUNTY

SAN TAN VALLEY, AZ 85143

BLDGS A AND B

31500 N SCHNEPP RD.

PINAL COUNTY SAN TAN VALLEY COMPLEX

PLAN & PROFILE

SHEET NUMBER

C2.2

DATE

PROJECT NO.

DESIGNED BY

DRAWN BY

APPROVED BY

SHEET TITLE

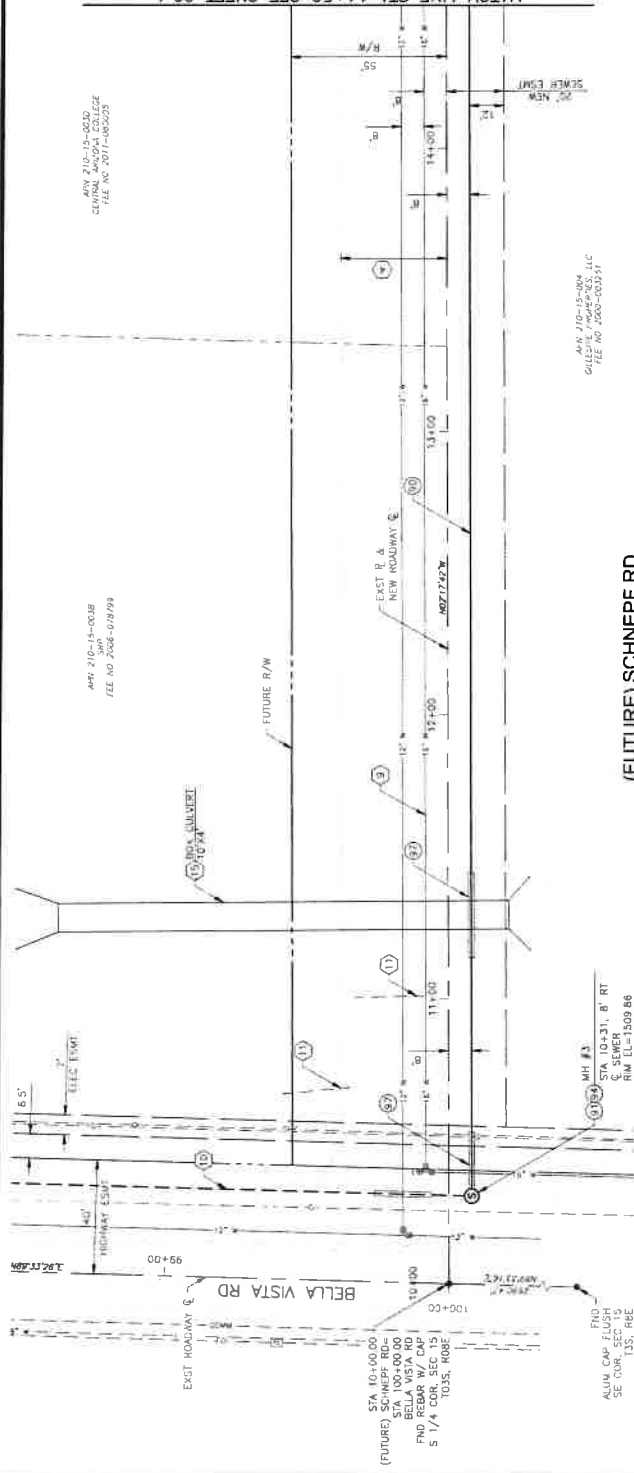
CONSTRUCTION NOTES

- (90) 10" SANITARY SEWER
 (91) SEWER MANHOLE
 MAG STD DET 420, 422 & 424
 (94) MANHOLE FRAME & COVER
 MAG STD DET 437-2
 (97) CONC ENCASED PIPE, LENGTH PER
 MAG STD DET 404-3

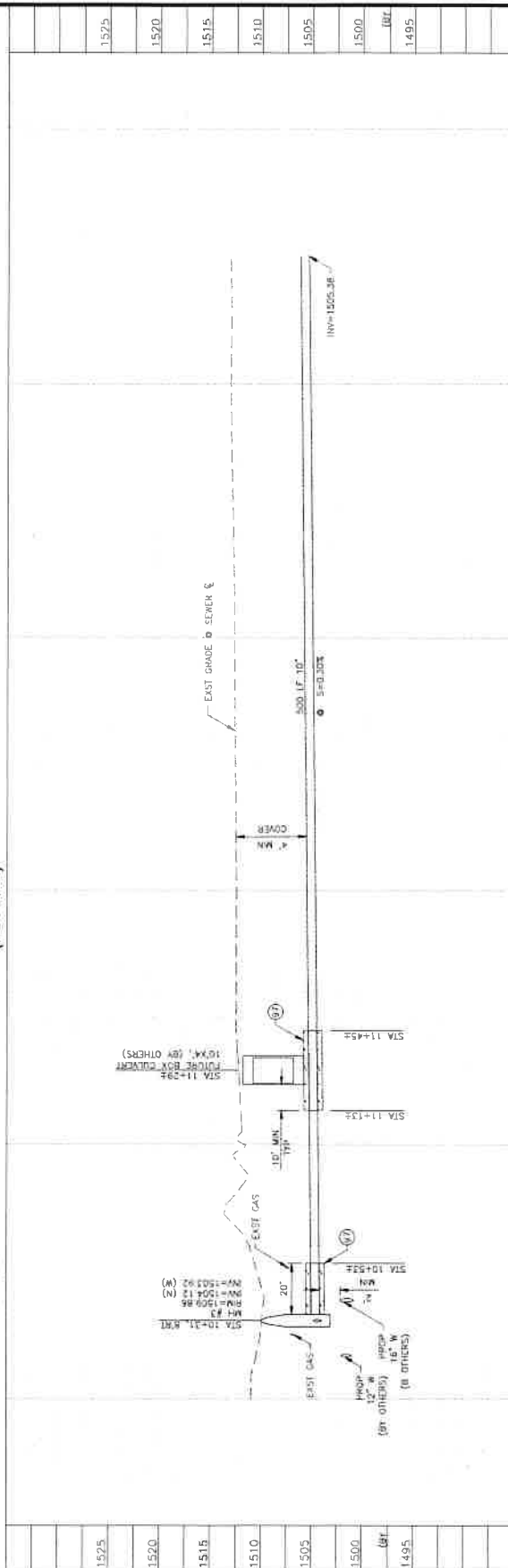
REFERENCE NOTES

- 4 WEST HALF OF (FUTR) SCHNEPP RD
BY HILGART WILSON, JOB NO 13-9
- 9 12" & 16" WATER LINES
BY WEST HALF IMPROVEMENTS BY OTHERS
- 10 SEE CONTINUATION OF SEWER ON
SHEET 62.2
- 11 TO BE REMOVED BY WEST HALF ROADWAY
IMPROVEMENTS
- 15 FUTURE CONC BOX CULVERT
BY OTHERS

MATCH LINE STA 14+50 SEE SHEET C2.4



(FUTURE) SCHNEPF RD



4+00

3+00

2+00

11+00

00+00



277 N. Church Avenue
Tulsa, AZ 85701
505-465-1000

Dibble
Engineering

PLAN & PROFILE

Author's address:

SPACE | NUMBERS

023

1



0' 10' 20' 40'

SCALE: 1"=20' (H)
SCALE: 1"=4' (V)



ATTACHMENT 3
ESTIMATED OFF-SITE FACILITIES
AND ESTIMATED COSTS FOR
WASTEWATER SERVICES ¹

DESCRIPTION: SAN TAN VALLEY COMPLEX

	<u>Refundable</u>	<u>Non- Refundable</u>	<u>Total</u>
Estimated Construction Costs (see attached Engineering Estimate)	\$238,685.00	\$0.00	\$238,685.00
TOTAL ADVANCE/CONTRIBUTION	\$238,685.00	\$0.00	\$238,685.00

Not Included:

Sales Tax	\$	-
Permit Fees	\$	-
5% Contingency	\$	-
Total Cost Estimate:		<u>\$238,685.00</u>

¹ The size and quantity of the required facilities and the cost of those facilities will be subsequently revised in accordance with the approved engineering plans. Thereafter, this Attachment and the Agreement shall be revised to reflect actual cost pursuant to Section I Paragraph B.



SAN TAN VALLEY ADMIN COMPLEX

LINE EXTENSION COSTS - SEWER JOHNSON/EPCOR UTILITIES

24-Jul-19

Line No.	Item	Quantity	Unit	Unit Cost	Cost
Sewer					
1	10" Sewer Pipe	2,300	LF	\$ 80.00	\$184,000.00
2	Manhole	5	EA	\$ 7,500.00	\$37,500.00
Total					\$221,500.00
3	4" Sewer Pipe	461	LF	\$ 35.00	\$16,135.00
4	Concrete Encasement	105	LF	\$ 10.00	\$1,050.00
Total					\$17,185.00
Sewer Subtotal					\$238,685.00



ATTACHMENT 3 WORKSHEET

OFF-SITE WASTEWATER FACILITIES HOOK-UP FEES

DESCRIPTION: SAN TAN VALLEY COMPLEX

Service Lateral Size	Fee	Total Fee
4"	\$3,900.00	\$11,700.00
6"	\$8,775.00	
8"	\$15,600.00	

Total Hook-Up Fees: Three 4" connections at \$3,900.00 each \$11,700.00

DUE WITHIN 30 DAYS AFTER EXECUTION OF LXA

ATTACHMENT 4

ADDITIONAL TERMS AND CONDITIONS

☐ Check and initial if none

Company

Developer