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**PUBLIC ROADWAY CONSTRUCTION AND  
PARTICIPATION DEVELOPMENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
PANTANO WARE LLC  
AND  
BHEG WARE FARMS, LLC  
AND  
TRI POINTE HOMES ARIZONA 91, LLC  
(COMBS ROAD)**

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT.  
THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER OF  
THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

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**PUBLIC ROADWAY CONSTRUCTION AND  
PARTICIPATION DEVELOPMENT AGREEMENT  
BETWEEN  
PINAL COUNTY**

**AND**

**PANTANO WARE LLC**

**AND**

**BHEG WARE FARMS, LLC**

**AND**

**TRI POINTE HOMES ARIZONA 91, LLC  
(COMBS ROAD)**

THIS PUBLIC ROADWAY CONSTRUCTION AND PARTICIPATION DEVELOPMENT AGREEMENT (“**Agreement**”) is dated \_\_\_\_\_, 2023 (the “**Effective Date**”), and made by and among PINAL COUNTY, a political subdivision of the State of Arizona (“**County**”), PANTANO WARE LLC, an Arizona limited liability company (“**Pantano**”), BHEG WARE FARMS, LLC, a Delaware limited liability company (“**BHEG**” and, collectively with Pantano, “**Owners**”) and TRI POINTE HOMES ARIZONA 91, LLC, an Arizona limited liability company (“**Builder**”). County, Pantano, BHEG, and Builder are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. County is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-251(4) to lay out, maintain, control and manage public roads within the unincorporated area of Pinal County, and 11-1101(B)(7), to enter into development agreements with landowners regarding the conditions, terms, restrictions, financing and requirements for public infrastructure.

B. Owners and Builder are the owners of certain real property located in County as legally described and depicted in the attached **Exhibit A** (the “**Land**”).

C. The Land is located adjacent to Combs Road East of the Southeast corner of Combs Road and Kenworthy Road, public roadways located in Pinal County.

D. As a condition of approval by County for the development of the Land, Owners and/or Builder are required to dedicate land and construct half-street improvements to the south half of Combs Road adjacent to the frontage of the Land as more specifically described in the attached **Exhibit B** (the “**Owner Required Improvements**”).

E. The Parties desire that the Owner Required Improvements comprising approximately 1,511.74 feet (0.286) miles set forth in this Agreement be included in the larger County Capital Widening between Kenworthy Road and Schnepf Road project described in **Exhibit C** (the “**County Capital Widening Project**”).

F. In order to facilitate the construction of the Owner Required Improvements as part of the County Capital Widening Project, the Owners and Builder, as applicable, will convey the necessary Combs Road Right of Way adjacent to the Land and pay the County the estimated costs of constructing the Owner Required Improvements in order to satisfy their development’s stipulation.

G. The Parties acknowledge and agree that the completion by County of the Owner Required Improvements as part of the County Capital Widening Project will result in planning and economic benefits to Builder, Owners, Builder and the County and will promote the health, safety and general welfare of the public by (i) minimizing travel disruption in the area; (ii) providing for the coordinated improvement, construction, installation and maintenance of public infrastructure; (iii) promote the orderly development of both the Land and the surrounding area.

H. The Parties are entering into this Agreement to define their respective rights and obligations in connection with the construction, maintenance and Payment of costs of the County Capital Widening Project and the Owner Required Improvements.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. **Incorporation of Recitals.** The above Recitals are incorporated into this Agreement as if set forth in their entirety below.

2. **Owner Required Improvements.** County will be responsible for the construction and maintenance of the Owner Required Improvements as shown on **Exhibit B** as part of the County Capital Widening Project. County will provide to Owners and Builder (30) days’ advance written notice of the construction contract award and the issuance of a notice to proceed to the contractor, and shall give written notice to Owners, Builder, and EPS Group, Inc. of the date that a notice to proceed was issued to the contractor (the “**Commencement Notice**”). County will use reasonable efforts to complete construction of the Owner Required Improvements before the end of fiscal year 2023-2024. Each Owner and Builder will be responsible to install the landscape improvements within right-of-way along their respective Land frontage in conformance with County development requirements; provided, however, that Builder and not BHEG will be responsible for the landscape improvements with respect to the portion of the Land identified as Phase One on **Exhibit A**.

3. **Bidding of Work.** Within thirty (30) days of receiving public bids for the construction of the County Capital Widening Project, County will provide certified bid tabulations comparing all bids and notifying Owners and Builder of the apparent low bidder to their line item bid schedule and estimated construction costs shown as **Exhibit C.** The County will comply with the established Pinal County Procurement Code in contracting for the Improvements.

4. **Funding Obligation.** Within sixty (60) days after County's delivery of the Commencement Notice, as the Owners' and/or Builder's required contribution to the cost of the Owner Required Improvements, which includes pro rata share for traffic signals, Pantano and Builder shall pay to County the following amounts (the "Agreed Cost"): (a) \$641,656.00 by Builder with respect to the portion of the Land identified as Phase One on **Exhibit A;** (b) \$601,552.50 by Pantano with respect to the portion of the Land identified as the Commercial Parcel on **Exhibit A;** and (c) \$761,966.50 by Pantano with respect to the portion of the Land identified as Phase Two on **Exhibit A.** Neither Owners nor Builder will have any obligation to pay any additional amounts for the County Capital Widening Project. In the event County fails to construct the Owner Required Improvements within two years from the date the Owner Required Improvement costs are funded by Pantano and Builder, Pantano and Builder will each be entitled to reimbursement from County of the portions of the Agreed Cost they paid.

5. **Covenants Running with the Land.** The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land.

6. **No Agency or Partnership.** Neither of the Parties is acting as the agent of the other Party with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between County, any Owner, or Builder.

7. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner or Builder, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

8. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

9. **Recording.** County shall record this Agreement with the Pinal County Recorder no later than ten (10) days after the last party to execute this Agreement.

10. **Time of Essence and Merger.** Time is of the essence of this Agreement. All prior contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full

satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the Parties.

11. **Benefit and Binding Effect.** This Agreement shall be for the benefit of and binding upon the Parties hereto and their successors and assigns. Notwithstanding the foregoing, the obligations (but not the rights) under this Agreement shall automatically terminate without the execution or recordation of any further document or instrument as to any lot with a residential dwelling unit constructed thereon that has been finally subdivided and individually (and not in "bulk") sold to the end purchaser or user thereof, or as to any tract or parcel of land that is dedicated or conveyed to any governmental authority, utility provider, irrigation district, school district or property owners association (collectively, a "Public Lot"), and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement, provided that no such release of a Public Lot shall release any Party obligated hereunder from such Party's obligations hereunder. Upon the written request of the owner of any Public Lot, the Parties will execute an instrument in recordable form acknowledging the release of the encumbrance of this Agreement against such Public Lot.

12. **Counterparts.** This Agreement may be executed in counterparts and each counterpart shall constitute an original of this Agreement.

13. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

14. **Conflicts of Interest.** The Parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.

15. **Notices.** All notices, demands, filings, consents, approvals and other communications provided for herein, or given in connection herewith, shall be in writing and shall be deemed to have been validly given, filed, made, transmitted, received, or served when delivered personally or three (3) business days after deposited in a U.S. Mail box in a postage prepaid envelope or one (1) business day after sent by recognized overnight carrier for next business day delivery to the addresses provided hereinbelow or such other addresses as any party hereto may from time to time designate in writing and delivered in a like manner.

BHEG: BHEG Ware Farms, LLC  
Attn: Brian Jackson and Janelle Iturbe  
1140 Virginia Drive  
Fort Washington, PA 19034  
[Bjackson1@gibraltarrec.com](mailto:Bjackson1@gibraltarrec.com)  
[jiturbe@gibraltarrec.com](mailto:jiturbe@gibraltarrec.com)

Builder: TriPointe Homes Arizona 91, LLC  
Attn: Jason Weber  
7001 N. Scottsdale Road  
Suite 2020  
Scottsdale, AZ 85253  
[Jason.weber@tripointehomes.com](mailto:Jason.weber@tripointehomes.com)

Pantano: Pantano Ware LLC  
3202 S. Kimberlee Way  
Chandler, Arizona 85286  
Attn: Kristopher L. Harman  
Email: [kharman.smpbm@gmail.com](mailto:kharman.smpbm@gmail.com)  
and [p.schadeberg@krombacher.de](mailto:p.schadeberg@krombacher.de)

With a copy to: Biskind, Hunt & Semro, PLC  
8901 E. Pima Center Parkway, Suite 225  
Scottsdale, Arizona 85258  
Attn: Neil Biskind, Esq.  
Email: [neil@biskindlaw.com](mailto:neil@biskindlaw.com)

EPS Group, Inc.: EPS Group  
1130 North Alma School Road  
Suite 120  
Mesa, Arizona 85201  
Attn: Greg Hahn  
Email: [greg.hahn@epsgroupinc.com](mailto:greg.hahn@epsgroupinc.com)

County: County Manager  
Pinal County  
31 N. Pinal St, Building A  
P.O. Box 827  
Florence, AZ 85132

With a copy to: Director  
Pinal County Department of Public Works  
31 N. Pinal Street, Building F  
P.O. Box 727  
Florence, AZ 85132

16. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Pinal County, Arizona.

17. **Attorneys Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs, expert witness fees, and other litigation related expenses.

18. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by County, Builder or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

19. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this

Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, any Party may terminate this Agreement.

**20. Budget Appropriation.** County's construction obligation under this Agreement is subject to the requisite budget appropriation. County covenants that it will take all steps necessary to seek appropriations, to the extent permitted by law, each fiscal year. County shall submit budget requests each year until construction of the Combs Road Improvements is completed sufficient to cover County's cost overrun obligations under this Agreement for the following fiscal year.

**21. Israel Boycott Provision.** Each Party to this Agreement certifies to the other Parties that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement as of the day and year set forth below.

**“County”**

PINAL COUNTY, a political subdivision of the State of Arizona

By: \_\_\_\_\_  
Chair of the Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk of the Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PINAL     )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ and \_\_\_\_\_, Chair and Clerk/Deputy Clerk, respectively of the Pinal County Board of Supervisors, for Pinal County, a political subdivision of the State of Arizona, who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**"BHEG"**

BHEG Ware Farms, LLC, a Delaware limited liability company

By: A. Janelle Iturbe  
Name: A. Janelle Iturbe  
Title: Authorized Representative

By: Graig Bantle  
Name: Graig Bantle  
Title: Authorized Representative

Dated: May 31, 2023

STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Montgomery )

The foregoing Agreement was acknowledged before me this 31<sup>ST</sup> day of MAY, 2023 by A. Janelle Iturbe, the Authorized Representative of BHEG Ware Farms, LLC, a Delaware limited liability company, on behalf thereof.

Marie E. Stroud  
Notary Public

My Commission Expires: 

Commonwealth of Pennsylvania - Notary Seal Marie E. Stroud, Notary Public Montgomery County My Commission Expires June 20, 2023 Commission Number 1162301
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STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Montgomery )

The foregoing Agreement was acknowledged before me this 31<sup>ST</sup> day of MAY, 2023 by Graig Bantle, the Authorized Representative of BHEG Ware Farms, LLC, a Delaware limited liability company, on behalf thereof.

Marie E. Stroud  
Notary Public

My Commission Expires: 

Commonwealth of Pennsylvania - Notary Seal Marie E. Stroud, Notary Public Montgomery County My Commission Expires June 20, 2023 Commission Number 1162301
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**"Builder"**

TRIPOINTE HOMES ARIZONA 91, LLC, an  
Arizona limited liability company

By: [Signature]

Name: James Attwood

Title: Division President

Dated: 6-1-2023

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )



**RASHEL BEAVER**  
Notary Public - Arizona  
Maricopa Co. / #637368  
Expires 09/30/2024

The foregoing Agreement was acknowledged before me this 1<sup>st</sup> day of June, 2023 by James Attwood, the Division President of TRIPOINTE HOMES ARIZONA 91, LLC, an Arizona limited liability company, on behalf thereof.

Rashel Beaver  
Notary Public

My Commission Expires: 9/30/24

**“Pantano”**

PANTANO WARE LLC, an Arizona limited liability company

By: Pantano Development Limited Partnership,  
an Arizona limited partnership,  
its sole Member

By: SM Investment, Inc.,  
an Arizona corporation,  
its General Partner

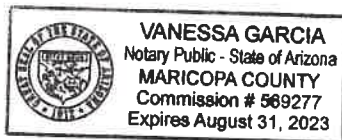
By: *Kristopher Harman*  
Name: KRISTOPHER HARMAN  
Title: SECRETARY  
Dated: 5/23/2023

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing Agreement was acknowledged before me this 24<sup>th</sup> day of May, 2023 by Kristopher L. Harman, as Secretary of SM Investment, Inc., an Arizona corporation, the General Partner of Pantano Development Limited Partnership, an Arizona limited partnership, the sole Member of PANTANO WARE LLC, an Arizona limited liability company, on behalf thereof.

*[Signature]*  
Notary Public

My Commission Expires: 8-31-23



**PUBLIC ROADWAY CONSTRUCTION AND  
PARTICIPATION DEVELOPMENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
PANTANO WARE LLC  
AND  
BHEG WARE FARMS, LLC  
AND  
TRIPOINTE HOMES ARIZONA 91, LLC  
(COMBS ROAD)  
Exhibit A**

**[Legal Description and Depiction of the Land]**



**Legal Description**  
**EXHIBIT "A"**  
**WARE FARMS**  
**TRI POINTE HOMES PURCHASE BOUNDARY**

Job No. 20-0673

January 18, 2022

A portion of Section 33, Township 2 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

**COMMENCING** at a found brass cap flush at the Northwest corner of Said section 33, from which a cotton picker spindle at the North quarter corner of said Section 33 bears North 89 degrees 47 minutes 59 seconds East, 2639.74 feet;

thence along the north line of the Northwest quarter of said Section 33, North 89 degrees 47 minutes 59 seconds East, 653.00 feet to a point on said north line and the **POINT OF BEGINNING**;

thence, continuing along said north line North 89 degrees 47 minutes 59 seconds East, 727.77 feet to a point on said north line;

thence, departing said north line South 0 degrees 12 minutes 01 seconds East, 83.00 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears South 0 degrees 12 minutes 01 seconds East a distance of 25.00 feet;

thence Southwesterly 39.27 feet along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 0 degrees 12 minutes 01 seconds East, 22.00 feet to the beginning of a curve, concave Northwest, having a radius of 348.00 feet;

thence Southwesterly 85.43 feet along the arc of said curve through a central angle of 14 degrees 03 minutes 53 seconds to a point of reverse curvature of a curve having a radius of 252.00 feet;

thence Southerly 141.14 feet along the arc of said curve through a central angle of 32 degrees 05 minutes 25 seconds to a point of reverse curvature of a curve having a radius of 338.00 feet;

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thence Southeasterly 142.36 feet along the arc of said curve through a central angle of 24 degrees 07 minutes 57 seconds to a point of compound curvature of a curve having a radius of 648.00 feet;

thence Southwesterly 184.49 feet along the arc of said curve through a central angle of 16 degrees 18 minutes 45 seconds;

thence South 22 degrees 13 minutes 10 seconds West, 407.00 feet to the beginning of a curve, concave Southeast, having a radius of 967.00 feet;

thence Southwesterly 218.65 feet along the arc of said curve through a central angle of 12 degrees 57 minutes 19 seconds to a point of compound curvature of a curve, concave Northeast, having a radius of 17.00 feet;

thence Southeasterly 27.71 feet along the arc of said curve through a central angle of 93 degrees 22 minutes 47 seconds;

thence South 84 degrees 06 minutes 55 seconds East, 4.05 feet to the beginning of a curve, concave Northwest, having a radius of 87.00 feet;

thence Northeasterly 49.90 feet along the arc of said curve through a central angle of 32 degrees 51 minutes 36 seconds to a point of reverse curvature of a curve having a radius of 63.00 feet;

thence Southeasterly 74.27 feet along the arc of said curve through a central angle of 67 degrees 32 minutes 36 seconds to a point of reverse curvature of a curve having a radius of 37.00 feet;

thence Southeasterly 26.18 feet along the arc of said curve through a central angle of 40 degrees 32 minutes 09 seconds;

thence South 89 degrees 58 minutes 04 seconds East, 45.77 feet to the beginning of a curve, concave Northwest, having a radius of 7.00 feet;

thence Northeasterly 11.00 feet along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence on a non-tangent line South 89 degrees 58 minutes 04 seconds East, 60.00 feet;

thence North 0 degrees 01 minutes 56 seconds East, 115.25 feet to the beginning of a curve, concave Southeast, having a radius of 7.00 feet;

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thence Northeasterly 11.00 feet along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 89 degrees 58 minutes 04 seconds East, 85.42 feet;

thence South 0 degrees 01 minutes 56 seconds West, 122.00 feet;

thence South 89 degrees 58 minutes 04 seconds East, 647.00 feet;

thence South 0 degrees 01 minutes 56 seconds West, 92.50 feet;

thence South 89 degrees 58 minutes 04 seconds East, 327.00 feet;

thence North 0 degrees 01 minutes 56 seconds East, 35.98 feet;

thence South 89 degrees 58 minutes 04 seconds East, 65.00 feet;

thence South 0 degrees 01 minutes 56 seconds West, 113.43 feet to the beginning of a non-tangent curve, concave Southerly, from which the radius point bears South 32 degrees 27 minutes 00 seconds East a distance of 54.00 feet;

thence Easterly 63.85 feet along the arc of said curve through a central angle of 67 degrees 44 minutes 35 seconds;

thence on a non-tangent line South 89 degrees 58 minutes 04 seconds East, 64.83 feet to a point on the east line of the Northwest quarter of said section 33;

thence along said east line South 0 degrees 01 minutes 56 seconds West, 1185.68 feet to the center of section of said Section 33;

thence along the east line of the Southwest quarter of said section 33 South 0 degrees 01 minutes 56 seconds West, 39.27 feet to a point on said east line;

thence, departing said east line South 14 degrees 47 minutes 09 seconds West, 315.85 feet to the beginning of a non-tangent curve, concave Northerly, from which the radius point bears North 19 degrees 17 minutes 13 seconds East a distance of 270.00 feet;



thence Easterly 170.47 feet along the arc of said curve through a central angle of 36 degrees 10 minutes 33 seconds;

thence on a non-tangent line South 16 degrees 53 minutes 20 seconds East, 177.00 feet to the beginning of a non-tangent curve, concave Northerly, from which the radius point bears North 16 degrees 53 minutes 20 seconds West a distance of 447.00 feet;

thence Westerly 262.97 feet along the arc of said curve through a central angle of 33 degrees 42 minutes 24 seconds;

thence on a non-tangent line South 16 degrees 49 minutes 04 seconds West, 41.80 feet;

thence South 61 degrees 14 minutes 19 seconds East, 42.76 feet to hereinafter described **POINT "A"** and being hereby referenced as the point of commencement for the exception parcel;

thence South 32 degrees 54 minutes 15 seconds West, 1370.54 feet;

thence South 60 degrees 36 minutes 29 seconds East, 258.57 feet to the beginning of a curve, concave Northeast, having a radius of 552.00 feet;

thence Southeasterly 425.78 feet along the arc of said curve through a central angle of 44 degrees 11 minutes 41 seconds;

thence North 75 degrees 11 minutes 50 seconds East, 291.53 feet;

thence South 14 degrees 48 minutes 10 seconds East, 96.00 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears South 14 degrees 48 minutes 10 seconds East a distance of 17.00 feet;

thence Southwesterly 26.70 feet along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 14 degrees 48 minutes 10 seconds East, 46.40 feet to the beginning of a curve, concave Southwest, having a radius of 280.00 feet;

thence Southeasterly 43.97 feet along the arc of said curve through a central angle of 8 degrees 59 minutes 53 seconds;

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thence on a non-tangent line South 89 degrees 57 minutes 41 seconds East, 112.98 feet to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 52 degrees 59 minutes 08 seconds West a distance of 37.00 feet;

thence Northwesterly 15.98 feet along the arc of said curve through a central angle of 24 degrees 44 minutes 55 seconds to a point of reverse curvature of a curve, concave Southeast, having a radius of 54.00 feet;

thence Northeasterly 185.99 feet along the arc of said curve through a central angle of 197 degrees 20 minutes 39 seconds;

thence on a non-tangent line North 45 degrees 34 minutes 53 seconds East, 3.44 feet;

thence South 89 degrees 57 minutes 41 seconds East, 130.00 feet;

thence South 0 degrees 02 minutes 19 seconds West, 700.93 feet to a point on the south line of the Southeast quarter of said section 33;

thence along said south line South 89 degrees 48 minutes 08 seconds West, 409.85 feet to the South quarter corner of section of said Section 33;

thence along the south line of the Southwest quarter of said section 33 South 89 degrees 48 minutes 08 seconds West, 2609.09 feet to a point on said south line lying 30.00 feet east of the west line of the Southwest quarter of said section 33, being the easterly right of way line of Kenworthy Road;

thence along the easterly right of way line of said Kenworthy Road North 0 degrees 02 minutes 19 seconds East, 2638.83 feet, being 30.00 feet east of and parallel with the west line of the Southwest quarter of said section 33;

thence, continuing along the easterly right of way line of said Kenworthy Road North 0 degrees 00 minutes 42 seconds East, 1971.34 feet, being 30.00 feet east of and parallel with the west line of the Northwest quarter of said section 33;

thence, departing the easterly right of way line of said Kenworthy Road South 89 degrees 59 minutes 18 seconds East, 623.00 feet;

thence North 0 degrees 00 minutes 42 seconds East, 675.00 feet to a point on the north line of the Northwest quarter of said Section 33 and the **POINT OF**

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**BEGINNING; EXCEPT** the following described parcel of land being more particularly described as follows:

A portion of Section 33, Township 2 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

**COMMENCING** at the aforementioned **POINT "A"** as referenced as the point of commencement for exception parcel;

thence South 32 degrees 54 minutes 15 seconds West, 516.63 feet;

thence North 57 degrees 05 minutes 45 seconds West, 53.00 feet to the **POINT OF BEGINNING;**

thence North 57 degrees 05 minutes 45 seconds West, 303.02 feet;

thence North 61 degrees 07 minutes 45 seconds West, 59.84 feet;

thence North 62 degrees 38 minutes 57 seconds West, 57.95 feet;

thence North 63 degrees 18 minutes 33 seconds West, 55.33 feet;

thence North 65 degrees 18 minutes 54 seconds West, 55.57 feet;

thence North 62 degrees 19 minutes 35 seconds West, 55.23 feet;

thence North 57 degrees 05 minutes 45 seconds West, 2.00 feet;

thence North 32 degrees 54 minutes 15 seconds East, 90.05 feet to the beginning of a curve, concave Southeast, having a radius of 46.00 feet;

thence Northeasterly 14.25 feet along the arc of said curve through a central angle of 17 degrees 45 minutes 10 seconds to a point of reverse curvature of a curve having a radius of 59.00 feet;

thence Northeasterly 54.26 feet along the arc of said curve through a central angle of 52 degrees 41 minutes 49 seconds;

thence on a non-tangent line North 85 degrees 09 minutes 18 seconds East, 72.12 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears South 87 degrees 43 minutes 33 seconds East a distance of 296.00 feet;

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thence Northeasterly 258.79 feet along the arc of said curve through a central angle of 50 degrees 05 minutes 34 seconds;

thence North 52 degrees 22 minutes 02 seconds East, 30.22 feet to the beginning of a non-tangent curve, concave Northeast, from which the radius point bears North 52 degrees 06 minutes 27 seconds East a distance of 883.00 feet;

thence Southeasterly 359.79 feet along the arc of said curve through a central angle of 23 degrees 20 minutes 46 seconds;

thence South 61 degrees 14 minutes 19 seconds East, 172.01 feet;

thence South 14 degrees 47 minutes 09 seconds West, 78.85 feet;

thence South 32 degrees 54 minutes 15 seconds West, 339.82 feet to the **POINT OF BEGINNING.**

Said portion of land containing 10,973,481 square feet, or 251.9165 acres, more or less. acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, Country and/or Municipality, or any other land division restrictions.



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EXHIBIT "A"

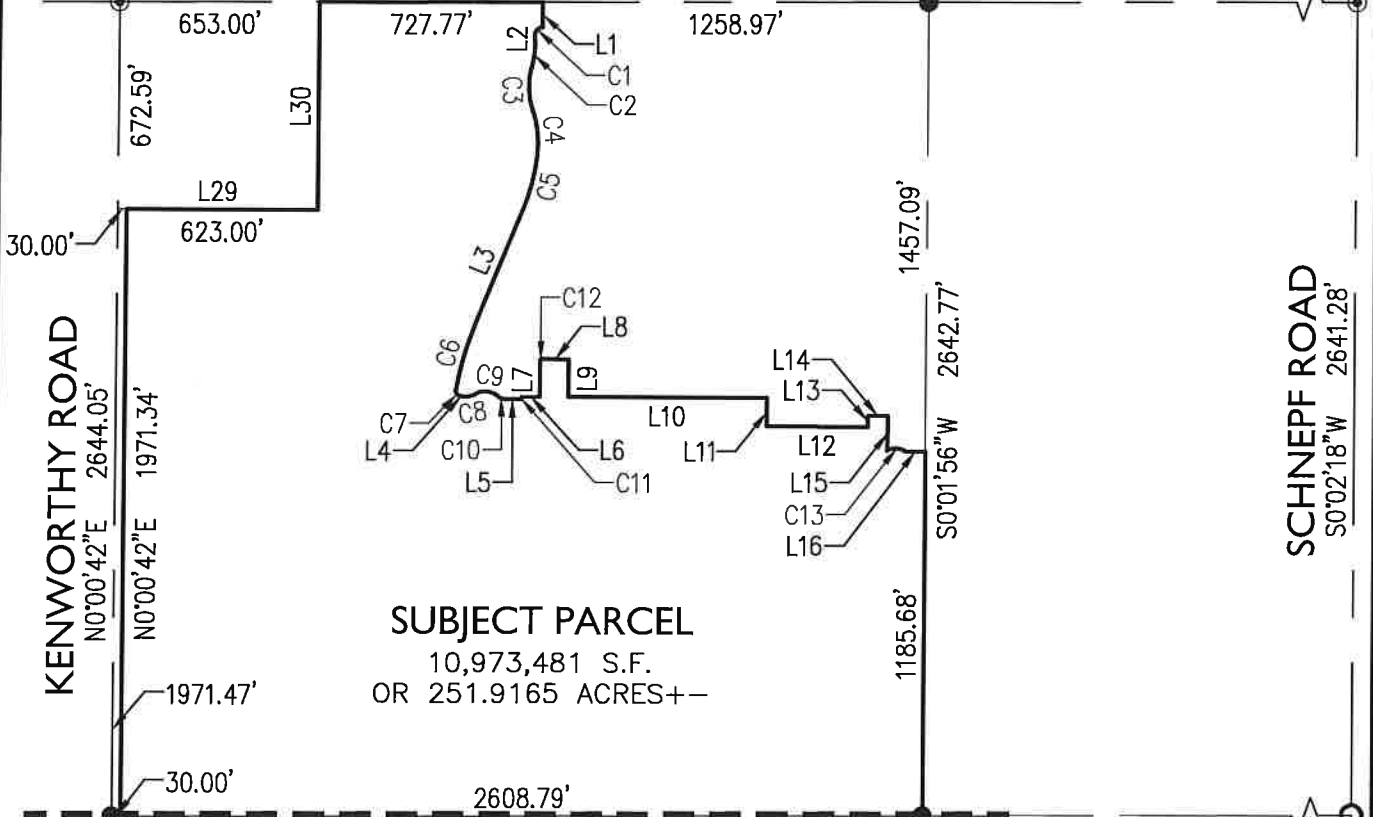
POINT OF COMMENCEMENT  
NORTHWEST CORNER  
SECTION 33, T2S, R8E  
FOUND BCF, STAMPED  
HIGHWAY DEPT.

NORTHEAST CORNER  
SECTION 33, T2S, R8E  
FOUND PINAL  
COUNTY BCF

POINT OF BEGINNING  
NORTH QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND COTTON  
PICKER SPINDLE

**COMBS ROAD**  
N89°47'59"E 2639.74'

N89°48'16"E 2639.65'



**SUBJECT PARCEL**  
10,973,481 S.F.  
OR 251.9165 ACRES+-

**MATCH LINE SEE SHEET 2**

WEST QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND REBAR, LYING ON SIDE  
SET 2" ALUMINUM CAP WITH  
SECTIONAL MARKINGS

CENTER OF SECTION  
(CALCULATED AT  
INTERSECTION)  
SECTION 33, T2S, R8E  
FOUND REBAR, NO ID  
(1.69' W & 1.26' N)

EAST QUARTER CORNER  
SECTION 33, T2S, R8E  
SET 2" ALUMINUM CAP  
WITH SECTIONAL  
MARKINGS



*Robert A. Johnston*  
Date Signed 1-18-12



SHT. 1 OF 4  
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20-0673

EXHIBIT "A"

WARE FARMS  
TRI POINTE HOMES PURCHASE BOUNDARY EXHIBIT



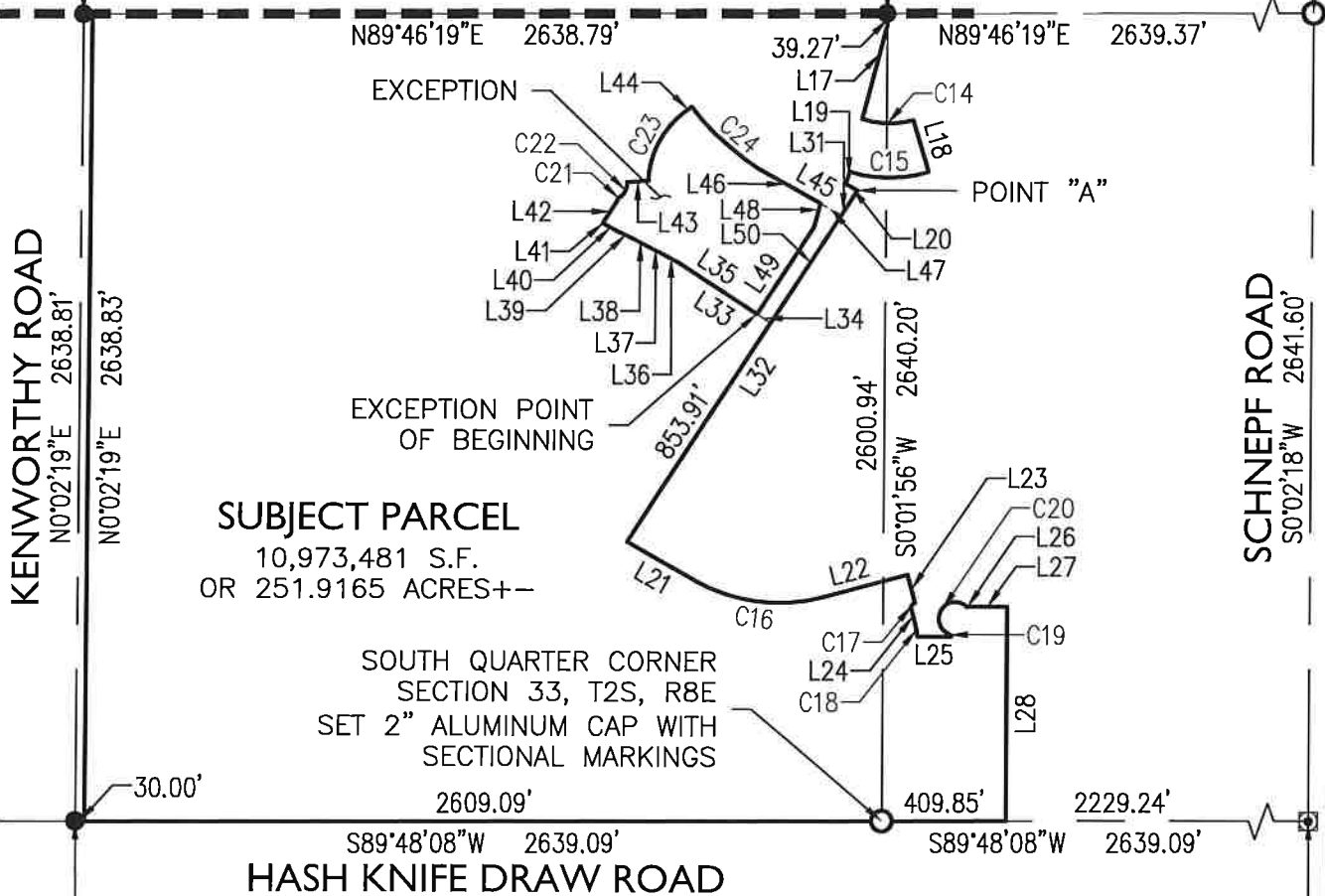
EXHIBIT "A"

WEST QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND REBAR, LYING ON  
SIDE. SET 2" ALUMINUM  
CAP WITH SECTIONAL  
MARKINGS

CENTER OF SECTION  
(CALCULATED AT  
INTERSECTION)  
SECTION 33, T2S, R8E  
FOUND REBAR, NO ID  
(1.69' W & 1.26' N)

EAST QUARTER CORNER  
SECTION 33, T2S, R8E  
SET 2" ALUMINUM CAP  
WITH SECTIONAL  
MARKINGS

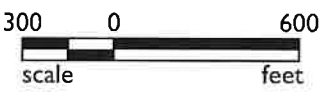
MATCH LINE SEE SHEET I



SUBJECT PARCEL

10,973,481 S.F.  
OR 251.9165 ACRES+-

SOUTH QUARTER CORNER  
SECTION 33, T2S, R8E  
SET 2" ALUMINUM CAP WITH  
SECTIONAL MARKINGS



SHT. 2 OF 4  
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EXHIBIT "A"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°12'01"E	83.00'
L2	S00°12'01"E	22.00'
L3	S22°13'10"W	407.00'
L4	S84°06'55"E	4.05'
L5	S89°58'04"E	45.77'
L6	S89°58'04"E	60.00'
L7	N00°01'56"E	115.25'
L8	S89°58'04"E	85.42'
L9	S00°01'56"W	122.00'
L10	S89°58'04"E	647.00'
L11	S00°01'56"W	92.50'
L12	S89°58'04"E	327.00'
L13	N00°01'56"E	35.98'
L14	S89°58'04"E	65.00'
L15	S00°01'56"W	113.43'
L16	S89°58'04"E	64.83'
L17	S14°47'09"W	315.85'

LINE TABLE		
LINE	BEARING	LENGTH
L18	S16°53'20"E	177.00'
L19	S16°49'04"W	41.80'
L20	S61°14'19"E	42.76'
L21	S60°36'29"E	258.57'
L22	N75°11'50"E	291.53'
L23	S14°48'10"E	96.00'
L24	S14°48'10"E	46.40'
L25	S89°57'41"E	112.98'
L26	N45°34'53"E	3.44'
L27	S89°57'41"E	130.00'
L28	S00°02'19"W	700.93'
L29	S89°59'18"E	653.00'
L30	N00°00'42"E	675.00'
L31	S32°54'15"W	96.25'
L32	S32°54'15"W	1370.54'
L33	N57°05'45"W	356.02'
L34	N57°05'45"W	53.00'

LINE TABLE		
LINE	BEARING	LENGTH
L35	N57°05'45"W	303.02'
L36	N61°07'45"W	59.84'
L37	N62°38'57"W	57.95'
L38	N63°18'33"W	55.33'
L39	N65°18'54"W	55.57'
L40	N62°19'35"W	55.23'
L41	N57°05'45"W	2.00'
L42	N32°54'15"E	90.05'
L43	N85°09'18"E	72.12'
L44	N52°22'02"E	30.22'
L45	S61°14'19"E	249.74'
L46	S61°14'19"E	172.01'
L47	S61°14'19"E	77.72'
L48	S14°47'09"W	78.85'
L49	S32°54'15"W	339.82'
L50	S32°54'15"W	420.38'

SHT. 3 OF 4  
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EXHIBIT "A"  
WARE FARMS  
TRI POINTE HOMES PURCHASE BOUNDARY EXHIBIT



EXHIBIT "A"

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	39.27'	25.00'	90°00'00"	25.00'	35.36'	S44°47'59"W
C2	85.43'	348.00'	14°03'53"	42.93'	85.21'	N06°49'56"E
C3	141.14'	252.00'	32°05'25"	72.47'	139.30'	S02°10'50"E
C4	142.36'	338.00'	24°07'57"	72.25'	141.31'	N06°09'34"W
C5	184.49'	648.00'	16°18'45"	92.87'	183.87'	N14°03'47"E
C6	218.65'	967.00'	12°57'19"	109.79'	218.19'	S15°44'30"W
C7	27.71'	17.00'	93°22'47"	18.03'	24.74'	S37°25'33"E
C8	49.90'	87.00'	32°51'36"	25.66'	49.21'	N79°27'17"E
C9	74.27'	63.00'	67°32'36"	42.13'	70.04'	N83°12'13"W
C10	26.18'	37.00'	40°32'09"	13.66'	25.63'	S69°42'00"E
C11	11.00'	7.00'	90°00'00"	7.00'	9.90'	N45°01'56"E
C12	11.00'	7.00'	90°00'00"	7.00'	9.90'	S45°01'56"W
C13	63.85'	54.00'	67°44'35"	36.25'	60.19'	N88°34'43"W
C14	170.47'	270.00'	36°10'33"	88.19'	167.66'	S88°48'04"E
C15	262.97'	447.00'	33°42'24"	135.41'	259.19'	N89°57'52"E
C16	425.78'	552.00'	44°11'41"	224.11'	415.30'	S82°42'19"E
C17	26.70'	17.00'	90°00'00"	17.00'	24.04'	S30°11'50"W
C18	43.97'	280.00'	8°59'53"	22.03'	43.93'	N10°18'13"W
C19	15.98'	37.00'	24°44'55"	8.12'	15.86'	N49°23'19"W
C20	185.99'	54.00'	197°20'39"	354.05'	106.77'	N36°54'33"E
C21	14.25'	46.00'	17°45'10"	7.18'	14.20'	S41°46'50"W
C22	54.26'	59.00'	52°41'49"	29.22'	52.37'	N24°18'31"E
C23	258.79'	296.00'	50°05'34"	138.32'	250.62'	S27°19'14"W
C24	359.79'	883.00'	23°20'46"	182.43'	357.31'	S49°33'56"E



SHT. 4 OF 4  
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20-0673

EXHIBIT "A"

WARE FARMS  
TRI POINTE HOMES PURCHASE BOUNDARY EXHIBIT





**EXHIBIT "A"  
WARE FARMS  
COMMERCIAL PARCEL  
PINAL COUNTY ARIZONA**

Job No. 20-0673

June 22, 2022

A Portion of the Northwest Quarter of Section 33, Township 2 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 33, being marked by a 3-inch brass cap flush, from which the North Quarter Corner of said Section 33, being marked by a cotton picker spindle, bears North 89 degrees 47 minutes 59 seconds East, 2639.74 feet;

thence along the North line of said Northwest Quarter, North 89 degrees 47 minutes 59 seconds East, 30.00 feet to the **POINT OF BEGINNING**;

thence continue along said North line, North 89 degrees 47 minutes 59 seconds East, 623.00 feet;

thence South 0 degrees 00 minutes 42 seconds West, 675.00 feet;

thence North 89 degrees 59 minutes 18 seconds West, 623.00 feet to the County Road East line as recorded in Docket 56, Page 281, Pinal County Recorder Office;

thence along said East line, North 0 degrees 00 minutes 42 seconds East, 672.70 feet to the **POINT OF BEGINNING**.

Said overall portion of land contain a total of 419,808 square feet, or 9.6375 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

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



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Tel (480) 503-2250 • Fax (480) 503-2258**

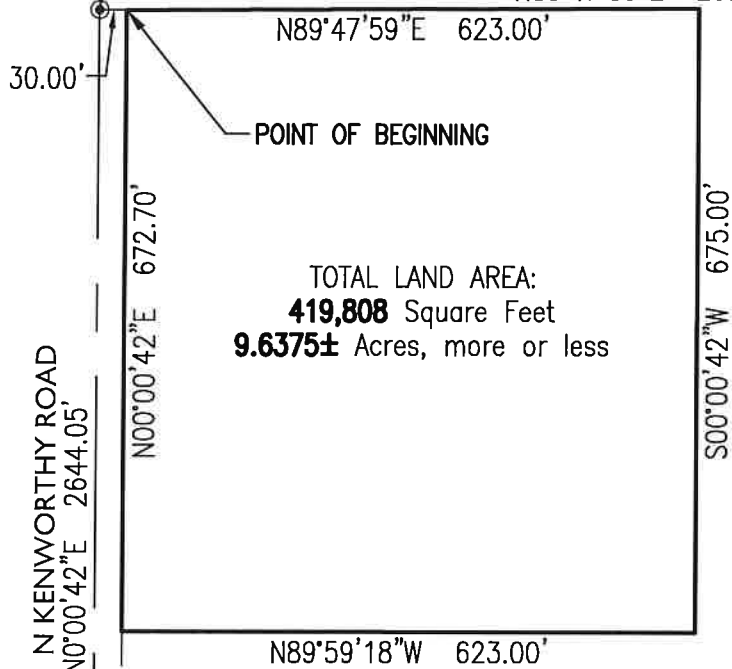


# EXHIBIT "A"

POINT OF COMMENCING  
NORTHWEST CORNER  
SECTION 33, T2S, R8E  
FOUND BCF, STAMPED HIGHWAY DEPT.

NORTH QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND COTTON PICKER SPINDLE

(BASIS OF BEARINGS)  
N89°47'59"E 2639.74'



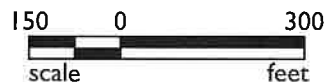
TOTAL LAND AREA:  
**419,808** Square Feet  
**9.6375±** Acres, more or less

N KENWORTHY ROAD  
N0°00'42"E 2644.05'

30' COUNTY ROAD  
DKT 56, PG 281, PCR

APN: 104-64-001C  
PANTANO WARE LLC  
FEE NO. 2009-016REA 305, PCR

WEST QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND REBAR, LYING ON SIDE  
SET 2" ALUMINUM CAP WITH SECTIONAL MARKINGS



Jun 22, 2022 12:24pm S:\Projects\2020\20-0673\Land Survey\Legals\Commercial Parcel\20-0673\_CommercialPrcL\_Ex.dwg

20-0673

WARE FARMS  
EXHIBIT "A"

COMMERCIAL PARCEL



**EPS**  
GROUP

1130 N. Alma School Rd.  
Ste. 120 Mesa, AZ 85201  
T:480.503.2250 | F:480.503.2258  
www.epsgroupinc.com



**Legal Description  
EXHIBIT "A"  
WARE FARMS  
PARCEL 2 PURCHASE BOUNDARY**

Job No. 20-0673

April 26, 2023

A portion of Section 33, Township 2 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

**COMMENCING** at a found brass cap flush at the Northwest corner of Said section 33, from which a cotton picker spindle at the North quarter corner of said Section 33 bears North 89 degrees 47 minutes 59 seconds East, 2639.74 feet;

thence along the north line of the Northwest quarter of said Section 33, North 89 degrees 47 minutes 59 seconds East, 1380.77 feet to a point on said north line and the **POINT OF BEGINNING**;

thence, continuing along said north line North 89 degrees 47 minutes 59 seconds East, 783.97 feet to a point on said north line;

thence, departing said north line South 0 degrees 04 minutes 08 seconds West, 664.00 feet;

thence North 89 degrees 48 minutes 00 seconds East, 475.43 feet to a point on the east line of the Northwest quarter of said section 33;

thence along said east line South 0 degrees 01 minutes 56 seconds West, 793.09 feet;

thence, departing said east line North 89 degrees 58 minutes 04 seconds West, 64.83 feet to the beginning of a non-tangent curve, concave Southerly, from which the radius point bears South 35 degrees 17 minutes 35 seconds West a distance of 54.00 feet;

thence Westerly 63.85 feet along the arc of said curve through a central angle of 67 degrees 44 minutes 35 seconds;

thence on a non-tangent line North 0 degrees 01 minutes 56 seconds East, 113.43 feet;

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thence North 89 degrees 58 minutes 04 seconds West, 65.00 feet;

thence South 0 degrees 01 minutes 56 seconds West, 35.98 feet;

thence North 89 degrees 58 minutes 04 seconds West, 327.00 feet;

thence North 0 degrees 01 minutes 56 seconds East, 92.50 feet;

thence North 89 degrees 58 minutes 04 seconds West, 647.00 feet;

thence North 0 degrees 01 minutes 56 seconds East, 122.00 feet;

thence North 89 degrees 58 minutes 04 seconds West, 85.42 feet to the beginning of a curve, concave Southeast, having a radius of 7.00 feet;

thence Southwesterly 11.00 feet along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 0 degrees 01 minutes 56 seconds West, 115.25 feet;

thence North 89 degrees 58 minutes 04 seconds West, 60.00 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 89 degrees 58 minutes 04 seconds West a distance of 7.00 feet;

thence Southwesterly 11.00 feet along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence North 89 degrees 58 minutes 04 seconds West, 45.77 feet to the beginning of a curve, concave Northeast, having a radius of 37.00 feet;

thence Northwesterly 26.18 feet along the arc of said curve through a central angle of 40 degrees 32 minutes 09 seconds to a point of reverse curvature of a curve having a radius of 63.00 feet;

thence Northwesterly 74.27 feet along the arc of said curve through a central angle of 67 degrees 32 minutes 36 seconds to a point of reverse curvature of a curve having a radius of 87.00 feet;

thence Southwesterly 49.90 feet along the arc of said curve through a central angle of 32 degrees 51 minutes 36 seconds;

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thence North 84 degrees 06 minutes 55 seconds West, 4.05 feet to the beginning of a curve, concave Northeast, having a radius of 17.00 feet;

thence Northwesterly 27.71 feet along the arc of said curve through a central angle of 93 degrees 22 minutes 47 seconds to a point of compound curvature of a curve having a radius of 967.00 feet;

thence Northeasterly 218.65 feet along the arc of said curve through a central angle of 12 degrees 57 minutes 19 seconds;

thence North 22 degrees 13 minutes 10 seconds East, 407.00 feet to the beginning of a curve, concave Northwest, having a radius of 648.00 feet;

thence Northeasterly 184.49 feet along the arc of said curve through a central angle of 16 degrees 18 minutes 45 seconds to a point of compound curvature of a curve having a radius of 338.00 feet;

thence Northwesterly 142.36 feet along the arc of said curve through a central angle of 24 degrees 07 minutes 57 seconds to a point of reverse curvature of a curve having a radius of 252.00 feet;

thence Northerly 141.14 feet along the arc of said curve through a central angle of 32 degrees 05 minutes 25 seconds to a point of reverse curvature of a curve having a radius of 348.00 feet;

thence Northeasterly 85.43 feet along the arc of said curve through a central angle of 14 degrees 03 minutes 53 seconds;

thence North 0 degrees 12 minutes 01 seconds West, 22.00 feet to the beginning of a curve, concave Southeast, having a radius of 25.00 feet;

thence Northeasterly 39.27 feet along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence on a non-tangent line North 0 degrees 12 minutes 01 seconds West, 83.00 feet to a point on the north line of the Northwest quarter of said section 33 and the **POINT OF BEGINNING**.

Said portion of land containing 1,467,953 square feet, or 33.6996 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

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This description shown hereon is not to be used to violate subdivision regulations of the State, Country and/or Municipality, or any other land division restrictions.



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S:\Projects\2020\20-0673\Land Survey\Legals\LANDSEA HOMES & THE NEW HOME COMPANY PURCHASE  
BOUNDARY\LANDSEA HOMES & THE NEW HOME COMPANY PHASE 2 PURCHASE BOUNDARY.DOCX

EXHIBIT "A"

POINT OF COMMENCEMENT  
NORTHWEST CORNER  
SECTION 33, T2S, R8E  
FOUND BCF, STAMPED  
HIGHWAY DEPT.

NORTHEAST CORNER  
SECTION 33, T2S, R8E  
FOUND PINAL  
COUNTY BCF

NORTH QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND COTTON  
PICKER SPINDLE

POINT OF  
BEGINNING

COMBS ROAD  
N89°47'59"E 2639.74'

N89°48'16"E 2639.65'

1380.77'

783.97'

475.00'

C13

L17

C11

C10

L18

C12

L1

664.00'

2642.77'

L2

PARCEL 2  
PURCHASE  
BOUNDARY

KENWORTHY ROAD  
N0°00'42"E 2644.05'

SCHNEPF ROAD  
S0°02'18"W 2641.28'

C8

C5

C2

C7

C6

C4

L15

L13

C3

L14

L11

L10

L9

L12

L8

L7

L6

L5

L4

793.09'

S0°01'56"W

1185.68'

PARCEL 2  
PURCHASE BOUNDARY

1,467,953 S.F.  
OR 33.6996 ACRES+-

N89°46'19"E 2638.79'

N89°46'19"E 2639.37'

MATCH LINE SEE SHEET 2

WEST QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND REBAR, LYING ON SIDE  
SET 2" ALUMINUM CAP WITH  
SECTIONAL MARKINGS

CENTER OF SECTION  
(CALCULATED AT  
INTERSECTION)  
SECTION 33, T2S, R8E  
FOUND REBAR, NO ID  
(1.69' W & 1.26' N)

EAST QUARTER CORNER  
SECTION 33, T2S, R8E  
SET 2" ALUMINUM CAP  
WITH SECTIONAL  
MARKINGS



*[Handwritten Signature]*

SHT. 1 OF 3  
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EXHIBIT "A"

WARE FARMS  
PARCEL 2 PURCHASE BOUNDARY



EXHIBIT "A"

WEST QUARTER CORNER  
SECTION 33, T2S, R8E  
FOUND REBAR, LYING ON  
SIDE. SET 2" ALUMINUM  
CAP WITH SECTIONAL  
MARKINGS

CENTER OF SECTION  
(CALCULATED AT  
INTERSECTION)  
SECTION 33, T2S, R8E  
FOUND REBAR, NO ID  
(1.69' W & 1.26' N)

EAST QUARTER CORNER  
SECTION 33, T2S, R8E  
SET 2" ALUMINUM CAP  
WITH SECTIONAL  
MARKINGS

**MATCH LINE  
SEE SHEET I**

N89°46'19"E 2638.79'

N89°46'19"E 2639.37'

N0°02'19"E 2638.81'  
**KENWORTHY ROAD**

S0°01'56"W 2640.20'

SCHNEPF ROAD  
S0°02'18"W 2641.60'

SOUTHEAST CORNER  
SECTION 33, T2S, R8E  
FOUND GLO BCHH

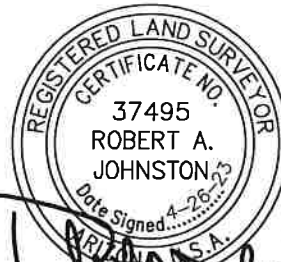
S89°48'08"W 2639.09'

S89°48'08"W 2639.09'

**HASH KNIFE DRAW ROAD**

SOUTHWEST CORNER  
SECTION 33, T2S, R8E  
FOUND REBAR, NO ID

SOUTH QUARTER CORNER  
SECTION 33, T2S, R8E  
SET 2" ALUMINUM CAP  
WITH SECTIONAL MARKINGS



*Robert A. Johnston*



SHT. 2 OF 3  
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20-0673

EXHIBIT "A"

WARE FARMS  
PARCEL 2 PURCHASE BOUNDARY



EXHIBIT "A"

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	63.85'	54.00'	67°44'35"	36.25'	60.19'	N88°34'43"W
C2	11.00'	7.00'	90°00'00"	7.00'	9.90'	S45°01'56"W
C3	11.00'	7.00'	90°00'00"	7.00'	9.90'	N45°01'56"E
C4	26.18'	37.00'	40°32'09"	13.66'	25.63'	S69°42'00"E
C5	74.27'	63.00'	67°32'36"	42.13'	70.04'	N83°12'13"W
C6	49.90'	87.00'	32°51'36"	25.66'	49.21'	N79°27'17"E
C7	27.71'	17.00'	93°22'47"	18.03'	24.74'	S37°25'33"E
C8	218.65'	967.00'	12°57'19"	109.79'	218.19'	S15°44'30"W
C9	184.49'	648.00'	16°18'45"	92.87'	183.87'	N14°03'47"E
C10	142.36'	338.00'	24°07'57"	72.25'	141.31'	N06°09'34"W
C11	141.14'	252.00'	32°05'25"	72.47'	139.30'	S02°10'50"E
C12	85.43'	348.00'	14°03'53"	42.93'	85.21'	N06°49'56"E
C13	39.27'	25.00'	90°00'00"	25.00'	35.36'	S44°47'59"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°04'08"W	664.00'
L2	N89°48'00"E	475.43'
L3	N89°58'04"W	64.83'
L4	N00°01'56"E	113.43'
L5	N89°58'04"W	65.00'
L6	S00°01'56"W	35.98'
L7	N89°58'04"W	327.00'
L8	N00°01'56"E	92.50'
L9	N89°58'04"W	647.00'
L10	N00°01'56"E	122.00'
L11	N89°58'04"W	85.42'
L12	S00°01'56"W	115.25'
L13	N89°58'04"W	60.00'
L14	N89°58'04"W	45.77'
L15	N84°06'55"W	4.05'
L16	N22°13'10"E	407.00'
L17	N00°12'01"W	22.00'
L18	N00°12'01"W	83.00'



SHT. 3 OF 3  
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EXHIBIT "A"

WARE FARMS  
PARCEL 2 PURCHASE BOUNDARY

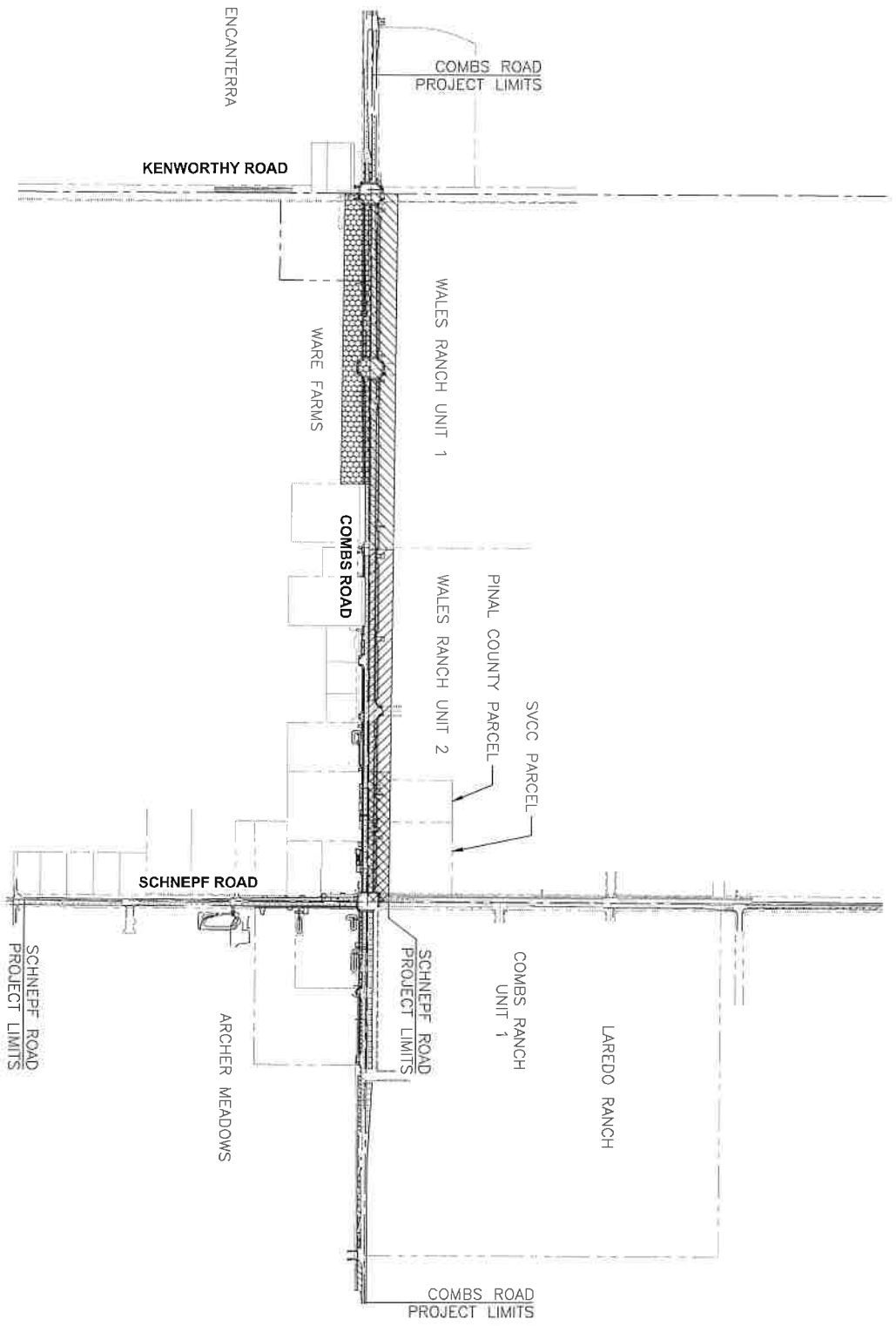




**PUBLIC ROADWAY CONSTRUCTION AND  
PARTICIPATION DEVELOPMENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
PANTANO WARE LLC  
AND  
BHEG WARE FARMS, LLC  
AND  
TRIPOINTE HOMES ARIZONA 91, LLC  
(COMBS ROAD)  
Exhibit B**

**[Combs Road Improvements]**

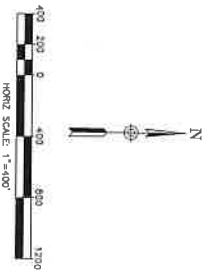
# EXHIBIT B



PLANNING REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
9	AZ	60640871	1	1	

LEGEND	
[Diagonal Hatching]	WALES RANCH UNIT 1
[Diagonal Hatching]	WALES RANCH UNIT 2
[Cross-hatching]	SVCC (MVC OF SCHNEPF INT.)
[Stippled Pattern]	WARE FARMS PARCEL, BB



DATE	BY	DESCRIPTION
5/23/23	JL	FINAL COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING BRANCH DESIGN SECTION
5/23/23	JL	FINAL COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING BRANCH DEVELOPER COST OPINION EXHIBIT

<b>TRMGE</b> TRMGE ENGINEERING 1201 S. JEFFERSON BL. SUITE 200 PHOENIX, AZ 85024	<b>EXHIBIT</b> COMBS ROAD IMPROVEMENTS, SCHNEPF ROAD TO KENWORTHY ROAD
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**PUBLIC ROADWAY CONSTRUCTION AND  
PARTICIPATION DEVELOPMENT AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
PANTANO WARE LLC  
AND  
BHEG WARE FARMS, LLC  
AND  
TRIPOINTE HOMES ARIZONA 91, LLC  
(COMBS ROAD)  
Exhibit C**

**[Cost Estimate – Agreed Cost]**



Project: Combs Road Improvements: Schnepf Road to Kenworthy Road  
 Combs Road from west leg of Kenworthy Road to east leg of Schnepf Road  
 Location: intersections; Schnepf Road approximately 1/2 mile south of Combs Road to north leg of Combs Road intersection  
 Description: Road widening

County Job # 204926ROQ  
 TC Job # 210106.03  
 Date: May 2023

**EXHIBIT C: PRE-100% OPINION OF PROBABLE CONSTRUCTION COST**

**WARE FARMS PARCEL 8B**  
**Combs Rd Sta 100+00 to 121+63, Rt**  
**2,163 ft. (of half street)**

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S UNIT PRICE	ESTIMATED TOTAL	QUANTITY	AMOUNT
104.01	ALLOWANCE FOR NMDD COORDINATION	ALLOW	1	\$ 10,000.00	\$ 10,000.00	0	\$ -
105.01	CONSTRUCTION SURVEYING AND LAYOUT	LS	1	\$ 125,000.00	\$ 125,000.00	0	\$ -
107.01	PUBLIC NOTIFICATION SIGNAGE	EACH	5	\$ 3,000.00	\$ 15,000.00	0	\$ -
107.02	AZPDES PERMITTING & STORMWATER POLLUTION PREVENTION	ALLOW	1	\$ 35,000.00	\$ 35,000.00	0	\$ -
109.01	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 370,000.00	\$ 370,000.00	0	\$ -
201.01	CLEARING AND GRUBBING	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -
205.01	ROADWAY EXCAVATION, INCLUDING HAUL	CY	24,000	\$ 16.00	\$ 384,000.00	3400	\$ 54,400.00
205.02	EARTHWORK FOR PERMANENT RETENTION BASIN	CY	3,300	\$ 14.00	\$ 46,200.00	0	\$ -
211.01	FILL CONSTRUCTION	CY	7,000	\$ 11.00	\$ 77,000.00	1800	\$ 19,800.00
220.01	RIP-RAP, D50=3"	CY	1	\$ 210.00	\$ 210.00	0	\$ -
220.02	RIP-RAP, D50=6"	CY	313	\$ 265.00	\$ 82,945.00	0	\$ -
220.03	RIP-RAP, D50=9"	CY	6	\$ 290.00	\$ 1,740.00	0	\$ -
301.01	SUBGRADE PREPARATION	SY	66,044	\$ 6.00	\$ 396,264.00	10748	\$ 64,488.00
310.01	AGGREGATE BASE COURSE	TON	36,837	\$ 30.00	\$ 1,105,110.00	5985	\$ 178,950.00
317.01	ASPHALT CONCRETE PAVEMENT MILLING (2" DEPTH)	SY	2,526	\$ 4.75	\$ 11,999.00	0	\$ -
321.01	ASPHALT CONCRETE SURFACE COURSE (GYRATORY 1/2" MIX), 2" THICK	TON	7,972	\$ 175.00	\$ 1,395,100.00	1249	\$ 218,575.00
321.02	ASPHALT CONCRETE BASE COURSE (GYRATORY 3/4" MIX), 4" THICK	TON	15,382	\$ 175.00	\$ 2,691,850.00	2499	\$ 437,325.00
324.01	PORTLAND CEMENT CONCRETE PAVEMENT, CLASS A, 9" THICK	SY	145	\$ 120.00	\$ 17,400.00	0	\$ -
329.01	TACK COAT	TON	173	\$ 1,060.00	\$ 183,168.00	27	\$ 28,620.00
332.01	SLURRY SEAL COAT	SY	3,970	\$ 2.50	\$ 9,925.00	0	\$ -
340.01	CONCRETE MEDIAN NOSE TRANSITION, MAG STD DTL 223	SF	400	\$ 21.00	\$ 8,400.00	24	\$ 504.00
340.02	CONCRETE VALLEY GUTTER, MAG STD DTL 240	SF	294	\$ 18.00	\$ 5,292.00	0	\$ -
340.03	CONCRETE SIDEWALK, MAG STD DTL 230	SF	85,558	\$ 8.00	\$ 684,464.00	19710	\$ 157,880.00
340.04	CONCRETE DRIVEWAY ENTRANCE, MAG STD DTL 251 (9" THICK)	SF	2,087	\$ 18.00	\$ 37,566.00	0	\$ -
340.05	CONCRETE DRIVEWAY ENTRANCE, MAG STD DTL 250-1	SF	3,630	\$ 18.00	\$ 65,340.00	0	\$ -
340.06	CONCRETE DRIVEWAY ENTRANCE, MAG STD DTL 250-2	SF	1,380	\$ 18.00	\$ 24,840.00	0	\$ -
340.07	CONCRETE DUAL CURB RAMP, MAG STD DTL 236-2 (MOD. TO 50' RADIUS)	EACH	13	\$ 6,250.00	\$ 81,250.00	3	\$ 18,750.00
340.08	CONCRETE SINGLE CURB RAMP, MAG STD DTL 236-2 (MOD. TO 50' RADIUS)	EACH	3	\$ 3,125.00	\$ 9,375.00	0	\$ -
340.09	CONCRETE SIDEWALK RAMP PER PLANS	EACH	2	\$ 2,000.00	\$ 4,000.00	0	\$ -
340.10	COMBINED CONCRETE CURB AND GUTTER, MAG STD DTL 220, TYPE 'A'	LF	11,958	\$ 39.00	\$ 466,362.00	2117	\$ 82,583.00
340.11	CONCRETE SINGLE CURB, MAG STD DTL 222, TYPE 'A'	LF	12,492	\$ 32.00	\$ 399,744.00	2152	\$ 68,864.00
342.01	STAMPED CONCRETE MEDIAN PAVEMENT, 4" THICK	SF	51,875	\$ 14.00	\$ 726,250.00	9130	\$ 127,620.00
345.01	ADJUST EXISTING MANHOLE FRAME AND COVER, MAG STD DTL 422	EACH	20	\$ 1,000.00	\$ 20,000.00	0	\$ -
345.02	ADJUST EXISTING SEWER CLEANOUT, MAG STD DTL 270	EACH	1	\$ 500.00	\$ 500.00	0	\$ -
345.03	ADJUST EXISTING WATER VALVE, BOX & COVER, MAG STD DTL 391, TYPE 'A'	EACH	23	\$ 500.00	\$ 11,500.00	1	\$ 500.00
345.04	ADJUST EXISTING GAS VALVE, BOX & COVER, MAG STD DTL 391-1, TYPE 'A'	EACH	9	\$ 500.00	\$ 4,500.00	1	\$ 500.00
345.05	ADJUST EXISTING COMMUNICATIONS JUNCTION BOX	EACH	11	\$ 1,000.00	\$ 11,000.00	1	\$ 1,000.00
350.01	REMOVE SEWER AIR RELEASE VALVE, BOX, & COVER	EACH	1	\$ 2,000.00	\$ 2,000.00	0	\$ -
350.02	REMOVE CONCRETE SINGLE CURB, CURB AND GUTTER	LF	696	\$ 15.50	\$ 10,788.00	0	\$ -
350.03	REMOVE CONCRETE SIDEWALK, DRIVEWAY, VALLEY GUTTER & SLAB	SF	2,757	\$ 7.25	\$ 19,989.00	0	\$ -
350.04	REMOVE CONCRETE SCUPPER & SPILLWAY	EACH	1	\$ 1,000.00	\$ 1,000.00	0	\$ -
350.05	REMOVE CONCRETE IRRIGATION STRUCTURE	EACH	7	\$ 2,000.00	\$ 14,000.00	0	\$ -
350.06	REMOVE PIPE, BACKFILL & COMPACT	LF	118	\$ 40.00	\$ 4,720.00	0	\$ -
350.07	REMOVE PORTLAND CEMENT CONCRETE PAVEMENT	SY	780	\$ 16.00	\$ 12,480.00	0	\$ -
350.08	REMOVE BOLLARD	EACH	33	\$ 250.00	\$ 8,250.00	4	\$ 1,000.00
350.09	RELOCATE EXISTING MAILBOX	EACH	5	\$ 250.00	\$ 1,250.00	0	\$ -
350.10	REMOVE FENCE	LF	384	\$ 9.00	\$ 3,456.00	0	\$ -
350.11	REMOVE CHAIN LINK GATE	EACH	1	\$ 500.00	\$ 500.00	0	\$ -
350.12	REMOVE & SALVAGE FIRE PROTECTION BACKFLOW PREVENTER	EACH	2	\$ 2,000.00	\$ 4,000.00	0	\$ -
350.13	REMOVE TREE, 12" DIAM. AND LARGER	EACH	12	\$ 1,000.00	\$ 12,000.00	1	\$ 1,000.00
350.14	REMOVE & SALVAGE BOULDER	EACH	6	\$ 250.00	\$ 1,500.00	0	\$ -
350.15	REMOVE RIP-RAP	SF	1,836	\$ 4.00	\$ 7,344.00	0	\$ -
350.16	REMOVE SIGN POSTS & FOUNDATIONS	EACH	28	\$ 250.00	\$ 6,500.00	3	\$ 750.00



Project: Combs Road Improvements: Schnepf Road to Kenworthy Road  
 Combs Road from west leg of Kenworthy Road to east leg of Schenpf Road  
 Location: Intersections; Schnepf Road approximately 1/2 mile south of Combs Road to north leg of Combs Road intersection

County Job # 204926ROQ

TC Job # 210106.03

Description: Road widening

Date: May 2023

**EXHIBIT C: PRE-100% OPINION OF PROBABLE CONSTRUCTION COST**

**WARE FARMS PARCEL 8B**  
**Combs Rd Sta 100+00 to 121+63, Rt**  
**2,163 ft (of half street)**

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S UNIT PRICE	ESTIMATED TOTAL	QUANTITY	AMOUNT
350.17	REMOVE SIGN PANELS	EACH	39	\$ 125.00	\$ 4,875.00	4	\$ 500.00
350.18	OBLITERATE EXISTING PAVEMENT MARKING SYMBOL	EACH	7	\$ 190.00	\$ 1,330.00	0	\$ -
350.19	OBLITERATE EXISTING PAVEMENT MARKINGS (4" EQV.)	LF	12,842	\$ 1.25	\$ 16,053.00	0	\$ -
350.20	REMOVE WATER METER, BOX AND COVER	EACH	8	\$ 300.00	\$ 2,400.00	0	\$ -
350.21	REMOVE BACKFLOW PREVENTER	EACH	6	\$ 300.00	\$ 1,800.00	0	\$ -
350.22	REMOVE & SALVAGE FIRE HYDRANT	EACH	6	\$ 2,560.00	\$ 15,360.00	0	\$ -
350.23	REMOVE & REINSTALL SHADE STRUCTURES & WOODEN FURNISHINGS	LS	1	\$ 12,000.00	\$ 12,000.00	0	\$ -
351.01	REMOVE & SALVAGE ELECTRICAL PANEL FOR WELL SITE	LS	1	\$ 2,500.00	\$ 2,500.00	0	\$ -
351.02	INSTALL SALVAGED ELECTRICAL PANEL FOR WELL SITE	LS	1	\$ 7,500.00	\$ 7,500.00	0	\$ -
400.01	PAVEMENT MARKER, RAISED, TYPE D	EACH	1,132	\$ 6.00	\$ 6,792.00	2	\$ 12.00
400.02	PAVEMENT MARKER, RAISED, TYPE G	EACH	716	\$ 6.00	\$ 4,296.00	70	\$ 420.00
400.03	SIGN POST (P-1) (PERFORATED) (SINGLE)	EACH	58	\$ 125.00	\$ 7,250.00	8	\$ 750.00
400.04	FOUNDATION FOR SIGN POST (P-1) (PERFORATED)	EACH	58	\$ 210.00	\$ 12,180.00	6	\$ 1,280.00
400.05	FLAT SHEET SIGN PANELS (TYPE IV OR EQUIVALENT OR HIGHER) RETRO-REFLECTIVE SHEETING	SF	461	\$ 20.00	\$ 9,220.00	63	\$ 1,280.00
400.06	PAVEMENT MARKING (WHITE THERMOPLASTIC) (0.060") 4"	LF	62,034	\$ 1.50	\$ 93,051.00	11839	\$ 17,758.50
400.07	PAVEMENT MARKING (YELLOW THERMOPLASTIC) (0.060") 4"	LF	19,705	\$ 1.50	\$ 29,558.00	0	\$ -
400.08	PAVEMENT MARKING, PREFORMED, SINGLE ARROW (LEFT TURN)	EACH	26	\$ 280.00	\$ 7,280.00	4	\$ 1,120.00
400.09	PAVEMENT MARKING, PREFORMED, SINGLE ARROW (RIGHT TURN)	EACH	16	\$ 280.00	\$ 4,480.00	2	\$ 560.00
400.10	PAVEMENT MARKING, PREFORMED, MERGE ARROW (LEFT)	EACH	5	\$ 280.00	\$ 1,400.00	0	\$ -
400.11	PAVEMENT MARKING, PREFORMED, BIKE WITH ARROW	EACH	18	\$ 280.00	\$ 5,040.00	3	\$ 840.00
400.12	PAVEMENT MARKING, PREFORMED, "ONLY"	EACH	20	\$ 280.00	\$ 5,600.00	3	\$ 840.00
401.01	TRAFFIC CONTROL	LS	1	\$ 150,000.00	\$ 150,000.00	0	\$ -
401.02	PINAL COUNTY OFF-DUTY SHERIFF DEPUTY (ALLOWANCE)	ALLOW	1	\$ 15,000.00	\$ 15,000.00	0	\$ -
402.01	POLE (TYPE A) (8')	EACH	8	\$ 800.00	\$ 6,400.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 2,200.00
402.02	POLE (TYPE A) (10')	EACH	2	\$ 900.00	\$ 1,800.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 900.00
402.03	POLE (TYPE G)	EACH	10	\$ 2,500.00	\$ 25,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 12,000.00
402.04	POLE (TYPE Q)	EACH	2	\$ 4,200.00	\$ 8,400.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 5,100.00
402.05	POLE (TYPE R)	EACH	4	\$ 8,000.00	\$ 32,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 13,000.00
402.06	POLE (TYPE W)	EACH	6	\$ 9,500.00	\$ 57,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 24,250.00
402.07	POLE FOUNDATION (TYPE A)	EACH	10	\$ 800.00	\$ 8,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,000.00
402.08	POLE FOUNDATION (TYPE G)	EACH	10	\$ 2,500.00	\$ 25,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 10,000.00
402.09	POLE FOUNDATION (TYPE Q)	EACH	2	\$ 3,000.00	\$ 6,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,500.00
402.10	POLE FOUNDATION (TYPE R)	EACH	4	\$ 3,000.00	\$ 12,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,000.00
402.11	POLE FOUNDATION (TYPE W)	EACH	6	\$ 4,000.00	\$ 24,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 11,000.00
402.12	MAST ARM (20 FT.) (TAPERED)	EACH	22	\$ 900.00	\$ 19,800.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 4,500.00
402.13	MAST ARM (35 FT.) (TAPERED)	EACH	1	\$ 3,000.00	\$ 3,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,500.00
402.14	MAST ARM (40 FT.) (TAPERED)	EACH	1	\$ 3,500.00	\$ 3,500.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ -
402.15	MAST ARM (50 FT.) (TAPERED)	EACH	4	\$ 4,100.00	\$ 16,400.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 4,100.00
402.16	MAST ARM (60 FT.) (TAPERED)	EACH	1	\$ 5,000.00	\$ 5,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,250.00



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 Combs Road from west leg of Kenworthy Road to east leg of Schenpf Road  
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County Job # 204926ROQ

TC Job # 210106.03

Description Road widening

Date: May 2023

**EXHIBIT C: PRE-100% OPINION OF PROBABLE CONSTRUCTION COST**

**WARE FARMS PARCEL 8B**

Combs Rd Sta 100+00 to 121+63, Rt

2,163 ft (of half street)

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S UNIT PRICE	ESTIMATED TOTAL	WARE FARMS PARCEL 8B	
						QUANTITY	AMOUNT
402.17	MAST ARM (65 FT.) (TAPERED)	EACH	5	\$ 6,000.00	\$ 30,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 7,500.00
402.18	ELECTRICAL CONDUIT (2") (PVC)	LF	40	\$ 20.00	\$ 800.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 200.00
402.19	ELECTRICAL CONDUIT (2 1/2") (PVC)	LF	130	\$ 20.00	\$ 2,600.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 800.00
402.20	ELECTRICAL CONDUIT (3") (PVC)	LF	610	\$ 18.00	\$ 10,980.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,015.00
402.21	ELECTRICAL CONDUIT (5-3") (PVC)	LF	1,860	\$ 50.00	\$ 93,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 23,250.00
402.22	ELECTRICAL CONDUIT (4") (PVC)	LF	120	\$ 50.00	\$ 6,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,500.00
402.23	PULL BOX (NO.7)	EACH	9	\$ 750.00	\$ 6,750.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,887.50
402.24	PULL BOX (NO.7) (WITH EXTENSION)	EACH	12	\$ 900.00	\$ 10,800.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 2,700.00
402.25	PULL BOX (NO. 8) (MESA)	EACH	3	\$ 1,100.00	\$ 3,300.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 825.00
402.26	CONDUCTORS (TRAFFIC SIGNAL)	UMP SU	3	\$ 30,000.00	\$ 90,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 22,500.00
402.27	EMERGENCY VEHICLE PREEMPTION SYSTEM	EACH	3	\$ 5,000.00	\$ 15,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,750.00
402.28	TRAFFIC SIGNAL FACE (TYPE F) (LED)	EACH	38	\$ 500.00	\$ 19,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 4,750.00
402.29	TRAFFIC SIGNAL FACE (TYPE G) (LED)	EACH	24	\$ 600.00	\$ 14,400.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,600.00
402.30	TRAFFIC SIGNAL FACE (TYPE G RT) (LED)	EACH	8	\$ 600.00	\$ 4,800.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 900.00
402.31	TRAFFIC SIGNAL FACE (COUNTDOWN MAN/HAND) (LED)	EACH	24	\$ 600.00	\$ 14,400.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,600.00
402.32	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	34	\$ 175.00	\$ 5,950.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,400.00
402.33	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EACH	8	\$ 450.00	\$ 3,600.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,237.50
402.34	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EACH	20	\$ 450.00	\$ 9,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 2,587.50
402.35	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VI)	EACH	2	\$ 600.00	\$ 1,200.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 600.00
402.36	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	14	\$ 600.00	\$ 8,400.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,350.00
402.37	PEDESTRIAN PUSHBUTTON & PLACARD	EACH	24	\$ 300.00	\$ 7,200.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 1,800.00
402.38	CONTROL CABINET, CONTENTS & FOUNDATION	EACH	3	\$ 35,000.00	\$ 105,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 26,250.00
402.39	METER PEDESTAL CABINET & FOUNDATION	EACH	3	\$ 4,500.00	\$ 13,500.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,375.00
402.40	VIDEO DETECTION (4-CAMERA)	EACH	3	\$ 35,000.00	\$ 105,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 26,250.00
402.41	LUMINAIRE (HORIZONTAL MOUNT) (LED) (120V)	EACH	22	\$ 500.00	\$ 11,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 2,500.00
402.42	INTERNALLY ILLUMINATED STREET NAME SIGN	EACH	12	\$ 2,000.00	\$ 24,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 6,000.00
402.43	RADIO SYSTEM	EACH	6	\$ 2,000.00	\$ 12,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 3,500.00
402.44	ALLOWANCE (ELECTRICAL SERVICE FOR TRAFFIC SIGNALS)	ALLOW	1	\$ 24,000.00	\$ 24,000.00	25% of Kenworthy Rd 50% of Wales Pkwy \$35k of Schnepf Rd	\$ 6,000.00
405.01	SURVEY MARKER, MAG STD DTL 120, TYPE 'B'	EACH	5	\$ 375.00	\$ 1,875.00		0 \$



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 Description: Road widening

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WARE FARMS PARCEL 8B

Combs Rd Sta 100+00 to 121+63, Rt

2,163 ft (of half street)

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S UNIT PRICE	ESTIMATED TOTAL	QUANTITY	AMOUNT
420.01	6' CHAIN LINK FENCE, MAG STD DTL 160	LF	76	\$ 28.00	\$ 2,128.00	0	\$ -
420.02	6' CHAIN LINK FENCE GATE, 10' WIDE WITH LATCH	EACH	1	\$ 1,500.00	\$ 1,500.00	0	\$ -
430.01	HYDROSEED, NATIVE SEED MIX, TYPE B	SF	3,900	\$ 1.00	\$ 3,900.00	0	\$ -
430.02	DECOMPOSED GRANITE FOR GENERAL LANDSCAPE	CY	233	\$ 54.00	\$ 12,582.00	0	\$ -
505.01	CONCRETE SPILLWAY AS DETAILED ON PLANS	LF	424	\$ 150.00	\$ 63,600.00	0	\$ -
505.02	CONCRETE CATCH BASIN, TYPE 'M', COP STD DTL P1569-1, L=10'	EACH	2	\$ 5,000.00	\$ 10,000.00	2	\$ 10,000.00
505.03	CONCRETE CATCH BASIN, TYPE 'M', COP STD DTL P1569-1, L=17'	EACH	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00
505.04	CONCRETE CATCH BASIN, TYPE 'F', MAG STD DTL 535, MOD. W/ RIP-RAP BOTTOM	EACH	3	\$ 2,500.00	\$ 7,500.00	4	\$ 10,000.00
505.05	CONCRETE SCUPPER, MAG STD DTL 206	EACH	16	\$ 4,000.00	\$ 64,000.00	0	\$ -
515.01	MONUMENT SIGN WITH FOUNDATION, FURNISH AND INSTALL	EACH	1	\$ 25,000.00	\$ 25,000.00	0	\$ -
610.01	WATER METER BOX AND COVER, FURNISH & INSTALL, TOQC STD DTL QW403 & QW404	EACH	8	\$ 500.00	\$ 4,000.00	0	\$ -
610.02	6" DUCTILE IRON WATER PIPE & FITTINGS, RESTRAINED W/ POLYWRAP, FURNISH & INSTALL	LF	216	\$ 150.00	\$ 32,400.00	0	\$ -
610.03	8" DUCTILE IRON WATER PIPE & FITTINGS, RESTRAINED W/ POLYWRAP, FURNISH & INSTALL	LF	171	\$ 175.00	\$ 29,925.00	0	\$ -
610.04	FIRE HYDRANT ASSEMBLY, FURNISH & INSTALL, TOQC STD DTL QW201	EACH	3	\$ 8,000.00	\$ 24,000.00	0	\$ -
610.05	FIRE HYDRANT, FURNISH & INSTALL, TOQC STD DTL QW201	EACH	3	\$ 3,000.00	\$ 9,000.00	0	\$ -
610.06	SALVAGED FIRE PROTECTION BACKFLOW PREVENTER, INSTALL, TOQC STD DTL QW203 & QW406	EACH	2	\$ 4,000.00	\$ 8,000.00	0	\$ -
610.07	BACKFLOW PREVENTER W/ ENCLOSURE, FURNISH & INSTALL, TOQC STD DTL QW407	EACH	6	\$ 700.00	\$ 4,200.00	0	\$ -
610.08	1" OR 1-1/2" COPPER TUBING, TYPE K, FURNISH AND INSTALL	LF	506	\$ 54.00	\$ 27,324.00	0	\$ -
610.09	3" COPPER TUBING, TYPE K, FURNISH AND INSTALL	LF	60	\$ 80.00	\$ 4,800.00	0	\$ -
610.10	WATER SERVICE CONNECTION TO MAIN	EACH	9	\$ 500.00	\$ 4,500.00	0	\$ -
610.11	3" CAP, TAPPED WITH 2" I.P. CORPORATION STOP, FURNISH & INSTALL	EACH	1	\$ 500.00	\$ 500.00	0	\$ -
610.12	6" CAP, TAPPED WITH 2" I.P. CORPORATION STOP, FURNISH & INSTALL	EACH	1	\$ 1,000.00	\$ 1,000.00	0	\$ -
610.13	8" CAP, TAPPED WITH 2" I.P. CORPORATION STOP, FURNISH AND INSTALL	EACH	1	\$ 1,250.00	\$ 1,250.00	0	\$ -
615.01	SANITARY SEWER SERVICE PIPE, 6", CONNECT TO MAIN WITH NEW TAP, TOQC STD DTL QS430	LF	132	\$ 95.00	\$ 12,540.00	0	\$ -
615.02	SANITARY SEWER SERVICE PIPE, 8", CONNECT TO MAIN WITH NEW TAP, TOQC STD DTL QS430	LF	43	\$ 120.00	\$ 5,160.00	0	\$ -
616.01	10" DUCTILE IRON RECLAIMED WATER PIPE & FITTINGS, RESTRAINED, FURNISH & INSTALL	LF	30	\$ 225.00	\$ 6,750.00	0	\$ -
616.02	10" SCHEDULE 40 PVC RECLAIMED WATER PIPE & FITTINGS, FURNISH & INSTALL	LF	90	\$ 60.00	\$ 5,400.00	0	\$ -
616.03	10" GATE VALVE, FURNISH & INSTALL, MAG 391-1 & EPCOR STD DTL 100-3	EACH	1	\$ 3,000.00	\$ 3,000.00	0	\$ -
616.04	10" CAP, TAPPED WITH 2" I.P. CORPORATION STOP, FURNISH & INSTALL	EACH	1	\$ 1,500.00	\$ 1,500.00	0	\$ -
618.01	24" STORM REINFORCED CONCRETE PIPE	LF	187	\$ 250.00	\$ 46,750.00	187	\$ 46,750.00
625.01	DUAL CHAMBER DRYWELL, MAXWELL PLUS OR APPROVED EQUAL	EACH	4	\$ 24,000.00	\$ 96,000.00	0	\$ -
630.01	SANITARY SEWER AIR RELEASE VALVE, FURNISH & INSTALL, EPCOR STD DTL ARV-1	EACH	1	\$ 8,000.00	\$ 8,000.00	0.00	\$ -
630.02	6" GATE VALVE, FURNISH & INSTALL, TOQC QW302	EACH	1	\$ 2,000.00	\$ 2,000.00	0	\$ -
630.03	8" GATE VALVE, FURNISH & INSTALL, TOQC QW302	EACH	1	\$ 2,500.00	\$ 2,500.00	0	\$ -
TOTAL CONSTRUCTION COST					\$ 11,507,600.00		\$ 1,822,887.00
CONTINGENCY (10%)					\$ 1,150,760.00		\$ 182,289.00
TOTAL CONSTRUCTION COST					\$ 12,658,360.00		\$ 2,005,176.00

WARE FARMS PARCEL 8B

Note: The Cost Opinion is prepared by the Engineer/Design Consultant based on assumption of current probable unit construction costs. The Design Consultant is not a fiduciary, financial analyst, estimator or contractor. Further, the Design Consultant is not responsible for project funding or financial performance of this