

When Recorded, Return to:

Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 82314

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RESOLUTION NO. 1689

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, ADOPTING A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE TOWN AND VIEWPOINT INVESTORS, L.L.C., PROVIDING FOR CONSTRUCTION OF THE FIRST PHASE OF IMPROVEMENTS IN THE AREA LOCATED NORTH OF STATE ROUTE 89A EAST AND WEST OF VIEWPOINT DRIVE; AUTHORIZING THE MAYOR (OR, IN HIS ABSENCE, THE VICE MAYOR) TO SIGN SAID DEVELOPMENT AND REIMBURSEMENT AGREEMENT AND ANY RELATED DOCUMENTS; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, ARS §9-500.05 provides for development agreements between municipalities and property owners for various purposes, including setting conditions, terms, restrictions and requirements for public infrastructure and the financing of public infrastructure; and

WHEREAS, Town Code Section 14-04-070 authorizes development agreements regarding public infrastructure to include reimbursement provisions subject to the requirements set forth therein; and

WHEREAS, such development agreements are to be entered into by ordinance or resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AS FOLLOWS:

1. That that certain Development Agreement and Reimbursement Agreement dated 01-28-, 2010, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, (hereinafter the "TOWN"), and VIEWPOINT INVESTORS, L.L.C., an Arizona limited liability company (hereinafter the "DEVELOPER"), said Agreement being attached hereto and expressly made a part hereof, be hereby entered into and that the Mayor (or, in his absence, the Vice Mayor) be hereby authorized to sign said Agreement on behalf of the TOWN.

This Document does not conform with requirements of ARS 11-480

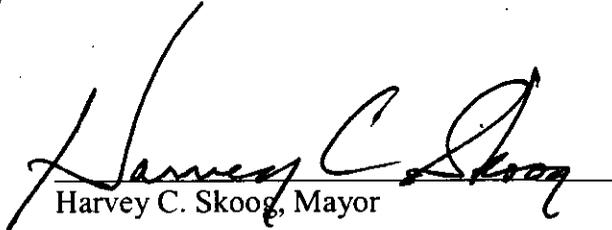


2. That the Mayor (or, in his absence, the Vice Mayor) be hereby authorized to sign on behalf of the TOWN all other documents reasonably necessary to further the purposes of this Development and Reimbursement Agreement.

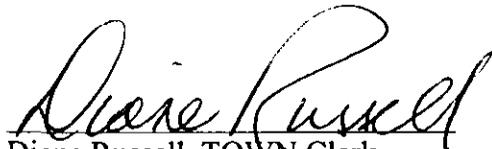
3. That this Resolution shall be effective thirty (30) days after its passage and approval according to law.

RESOLVED by the Mayor and Common Council of the TOWN of Prescott Valley, Arizona, this 28 day of January, 2010.

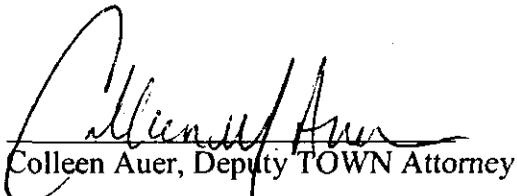
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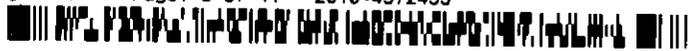

Harvey C. Skoog, Mayor

ATTEST:


Diane Russell, TOWN Clerk

APPROVED AS TO FORM:


Colleen Auer, Deputy TOWN Attorney



DEVELOPMENT AND REIMBURSEMENT AGREEMENT

I. PARTIES.

This Development and Reimbursement Agreement (“Agreement”) is between the Town of Prescott Valley, a municipal corporation of Arizona (“Town”) and Viewpoint Investors L.L.C., an Arizona limited liability company (“Developer”). Town and Developer are sometimes referred to herein collectively as “Parties” and individually as “Party.”

II. EFFECTIVE DATE.

This Agreement shall become effective as of the date it has been executed by both Parties and recorded in the Official Records of Yavapai County, Arizona.

III. BACKGROUND.

For more than four years, an effort has been underway to develop an area in Town north of Highway 89A east and west of Viewpoint Drive consisting of 210.3 acres. On October 27, 2005, the Town Council adopted Ordinance No. 639 approving zoning entitlements and a Preliminary Development Plan (“PDP”) for a project known as the Northgate Village Center located west of Viewpoint Drive. The plan encompassed 52.8 acres in the south half of the northwest quarter of Section 35, T15N, R1W. The rezoning action imposed certain conditions on development of the subject property including that the developer(s): (i) “. . . shall participate in roadway improvements, including (but not limited to) travel lane widening and intersection signalization commensurate with traffic generated by the project . . . ;” and (ii) shall install additional infrastructure improvements such as sewer and water lines and water storage.

To facilitate development of the area, the Town and landowners undertook to form the Northside Community Facilities District No. 1 (“District”), as a tax levying public improvement district. On August 14, 2008, the Town Council adopted Resolution No. 1601 declaring its intention to form the District based on a general plan filed with the Town Clerk and a petition signed by the owners of substantially more than the twenty-five percent (25%) of designated land area located North of State Route 89A and South of the Viewpoint and Pronghorn Ranch subdivisions.

A public hearing was held on September 11, 2008, and the Town Council subsequently adopted Resolution No. 1607 calling an election for October 14, 2008 by the registered voters and landowners within the proposed District. The ballot asked a) whether to form the District, and b) whether the District would levy ad valorem taxes for operation and maintenance expenses. The election was held, the election board filed its returns, and by Resolution No. 1618 the Town Council canvassed the returns and determined that a majority of the votes equal to the number of acres cast by qualified electors and a majority of the votes cast by qualified electors were in favor of each proposition. Resolution No. 1618, therefore, ordered formation of the District and indicated (among other things) that the District would be governed by a District Board comprised of the Mayor and Common Council acting “ex officio”. A legal description of the District and a plat map showing the area encompassed by the District is attached hereto as Exhibit A.

The District was formed for the purpose of financing the public improvements required for development of the 210.3 acres within the District. The improvements identified in the general plan for the District include installation of water mains, a new off-site water storage tank,



diversion of wastewater from existing lines to new lines, roadway extensions and widening and signalization of the intersection at Viewpoint Drive and Pronghorn Ranch Parkway (“Improvements”).

The District Board, however, was unable to move forward with the statutory prerequisites to finance and construct the Improvements because of a drastic economic downturn that made it difficult to sell bonds at rates acceptable to the landowners within the District. Consequently, all efforts by the District to move forward with development of the area stopped.

This prompted certain landowners to explore alternative ways to develop their specific parcels in the District, located west of Viewpoint Drive. The proposed development would represent a significant investment in the Town that would result in much needed employment opportunities for Town residents and potentially serve as a catalyst for additional development of the area. Moving forward with the proposed development, however, would require construction of certain Improvements previously planned for the District.

Since the District was formed primarily to provide a means for landowners to share the costs and benefits of the Improvements according to an assessment methodology that equitably distributes those costs according to the benefits received by each landowner, the Town wanted to ensure a similar approach was applied when individual landowners elected to finance and construct certain of the Improvements to develop their property which would benefit other property within the District. To that end, the Town Engineer (“Engineer”) has developed a phased plan for the Improvements and a corresponding assessment methodology that will assign the costs of the Improvements to landowners based on the benefits received. Each phase of the Improvements will be undertaken to serve the needs of the immediate area being developed, but will also contribute incrementally to the overall Improvements necessary to serve the larger 210.3 acres in the District.

The Engineer has determined that the District Improvements can be constructed in three phases at an estimated total cost of \$5,105,718.00 (including reimbursement for right-of-way and engineering costs for the District funded by the Town) or \$.56/square foot over the 210.30 acres of the District. The three-phase plan takes into account anticipated development of the District properties from west to east, and allocates the Improvements among the District properties so that (i) only those Improvements required to allow for development of each parcel within a particular phase are designated for construction in that phase; and (ii) each parcel shares equally in the construction of the Improvements at approximately the same per acre cost contemplated under the general plan for the District. The estimated cost per phase (based on the Engineer’s January 27, 2010 Estimate, attached hereto as Exhibit B) is as follows:

Phase I	\$732,256.00
Phase II	\$1,359,637.00
Phase III	<u>\$3,013,825.00</u>
Total	\$5,105,718.00

Actual construction costs may vary depending upon the bids received at the time the Improvements are constructed. Each property owner is expected to pay their share of the actual costs of the Improvements constructed in the phase to which their property is assigned.



The Phase 1 Improvements apply to the following properties:

APN 103-01-004F	(5.31 acres)
APN 103-01-004G	(8.44 acres)
APN 103-01-004E	<u>(16.41 acres)</u>
Total	30.16 acres

Total Estimated Cost	\$732,256.00
Estimated Cost per Acre	\$24,279.05
Estimated Cost per Sq. Ft.	\$0.56

[Note: Parcel 103-01-004G has been divided into three new parcels – 103-01-004J, 103-01-004H and 103-01-004K – with a collective total area approximately equal to the original 8.44 acres of 103-01-004G].

The Phase 1 Improvements will include installation of (i) the traffic signal at the intersection of Viewpoint Drive and Pronghorn Ranch Parkway, (ii) 2160 lineal feet of 16-inch water main from Pronghorn Ranch Parkway Station 10+40 to Station 32+00, and (iii) 896 lineal feet of 12-inch water main from Viewpoint Drive Station 23+00 to Station 32+50, as more specifically set forth in the construction plans for the District Improvements.

The Phase II Improvements apply to the following properties:

APN 103-01-141N	(11.12 acres)
APN 103-01-141M	(7.82 acres)
APN 103-01-160R	(2.86 acres)
APN 103-01-160Q	(0.03 acres)
APN 103-01-576	(1.27 acres)
APN 103-01-160Y	(0.08 acres)
APN 103-01-160Z	(0.08 acres)
APN 103-01-577	(0.47 acres)
APN 103-01-160N	(0.21 acres)
APN 103-01-160V	(1.02 acres)
APN 103-01-160U	(0.18 acres)
APN 103-01-141R	(3.25 acres)
APN 103-01-141S	(2.85 acres)
APN 103-01-160W	(0.86 acres)
APN 103-01-160K	(5.65 acres)
APN 103-01-160L	(12.25 acres)
APN 103-01-135W	(4.00 acres)
APN 103-01-135V	<u>(2.00 acres)</u>
Total	56.00 acres

Total Estimated Cost	\$1,359,637.00
Estimated Cost per Acre	\$24,279.23
Estimated Cost per Sq. Ft.	\$0.56

The Phase II Improvements will include (i) installation of a 1.5 million gallon water storage tank to be located at the Town water storage tank site near the future interchange of SR-89A and Great Western Drive, (ii) installation of 345 lineal feet of 16-inch water main from Pronghorn

Ranch Parkway Station 32+00 to Station 35+40, (iii) installation of 1042 lineal feet of 12-inch water main from Viewpoint Drive Station 32+50 to Station 43+00, and (iv) earthwork for the Viewpoint Drive widening improvements, as more specifically set forth in the construction plans for the District Improvements.

The Phase III Improvements apply to the following properties:

APN 103-01-209Q	(75.51 acres)
APN 103-01-209P	<u>(48.63 acres)</u>
Total	124.14 acres

Total Estimated Cost	\$3,013,825.00
Estimated Cost per Acre	\$24,277.63
Estimated Cost per Sq. Ft.	\$0.56

The Phase III Improvements will include (i) completion of the Viewpoint Drive/Pronghorn Ranch Parkway intersection improvements including additional turn lanes, curb, gutter, sidewalk, asphalt, a multi-use path along the east side, extensions to the existing drainage facilities, new drainage facilities and required right-of-way, (ii) installation of 4187 lineal feet of 16-inch water main from Pronghorn Ranch Parkway Station 35+40 to Station 65+00 and from Antelope Meadows Drive Station 16+00 to Station 28+00, and (iii) installation of 8142 lineal feet of 16-inch gravity sewer line from the existing sewer main at Roundup Drive and Robert Road to the District along Robert Road and Antelope Meadows Drive to connect with Pronghorn Ranch Subdivision force mains at the east line of Section 35 at the southeast corner of Pronghorn Ranch Subdivision, as more specifically set forth in the construction plans for the District Improvements. The Phase III Improvements also include (iv) extension of Antelope Meadows Drive easterly 750 feet to connect with Coyote Springs Road to provide the area with a second access, and (v) widening of Coyote Springs Road to provide a left turn lane onto Antelope Meadows Drive, both of which have been constructed at the Town's expense and will require reimbursement.

A map of the three phases and the Improvements specific to each phase is attached hereto as Exhibit C. The development of property within a particular phase is contingent upon the construction of the Improvements required for that phase and satisfaction of the other development benchmarks required by the Town under this Agreement. If the property owners within a particular phase are not ready to develop at the same time, those that develop first will be responsible for the actual costs of constructing all of the Improvements for that phase, subject to proportionate reimbursement by the remaining property owners in that phase who develop their property within the ten-year period specified in Town Code Section 14-04-070C.

The property owners within Phase I ("Phase I Owners"), through their representative, Developer, will finance and construct the Phase I Improvements. In order to provide adequate access to their properties, the Phase I Owners will also have to finance and construct an additional improvement – i.e., an extension of Pronghorn Ranch Parkway from Station 10+40 to Station 29+40 ("PRP Extension") – as more specifically set forth in the construction plans for the Pronghorn Ranch Parkway. The estimated cost of the PRP Extension is \$768,818.00 as set forth in the Engineer's December 16, 2009 Estimate, attached hereto as Exhibit D.

In addition to the Phase I Owners' properties, the PRP Extension will also benefit eleven properties – 103-01-141N (Parcel 4), 103-01-141M (Parcel 5), 103-01-160R (Parcel 6), 103-01-



160Q (Parcel 7), 103-01-576 (Parcel 8), 103-01-160Y (Parcel 9), 103-01-160Z (Parcel 10), 103-01-577 (Parcel 11), 103-01-160N (Parcel 12), 103-01-160V (Parcel 13), 103-01-160U (Parcel 14) – located in Phase II of the District (“Benefited Properties”), by providing access to these properties as reflected in Exhibit C. The Benefited Properties are currently owned by Robert N. Hamill (“Hamill”) (Parcels 6 through 8 and 11 through 14), Northgate Partners, LLC (“Malouf”) (Parcels 9 and 10) and Lincoln Trust Company FBO Martin Sterusky (“Sterusky”) (Parcels 4 and 5).

IV. PURPOSE.

Town and Developer desire now to enter into this Agreement to establish the guidelines and procedures for (i) financing and constructing the Phase I Improvements and the PRP Extension, (ii) reimbursement for the portion of the PRP Extension that abuts the Benefited Properties, and (iii) approval, acceptance and dedication of the Phase I Improvements and the PRP Extension to the Town for maintenance.

V. AUTHORIZATION.

The Town is authorized to enter into this Agreement under Town Code Section 14-04-070 and A.R.S. §§9-500.05, 9-463.01(B)(3) & (C)(6-8). Mayor Skoog is authorized to execute this Agreement on behalf of the Town under Town Code Sections 2-01-020 and 2-02-040 (E). Developer has been duly authorized by each and every one of the Phase I Owners to (i) act on their behalf in executing this Agreement, (ii) fulfill the responsibilities and obligations of Developer hereunder; and (iii) receive and distribute any Reimbursement received hereunder to the appropriate Phase I Owner(s). Developer also has been duly authorized by any necessary corporate action to execute this Agreement and to perform the obligations and responsibilities of Developer hereunder.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

VI. MUTUAL AGREEMENTS AND RESPONSIBILITIES OF THE PARTIES.

1. **Incorporation by Reference.** Paragraphs I through V hereinabove and all Exhibits hereto are incorporated herein by this reference.
2. **Term.** The term of this Agreement shall be ten (10) years from the Effective Date, unless sooner terminated as set forth in Section 26 herein.
3. **Improvements.** Developer shall finance and construct the Phase I Improvements and the PRP Extension in accordance with the requirements of this Section 3.

3.1 *Financing.*

- 3.1.1 **Source of Funds.** Developer shall acquire the funds to pay for the Phase I Improvements and the PRP Extension from the Phase I Owners, each of whom shall pay their proportionate share of the actual costs for such improvements.



- 3.1.2 No Offset. It is expressly acknowledged that the Town will not credit or reimburse any assessment fees, connection charges, impact fees or other development fees or charges to offset the costs of the Phase I Improvements and the PRP Extension. Rather, Developer shall pay the full costs of the Phase I Improvements and the PRP Extension subject to a limited right of reimbursement as set forth in Section 4 herein.
- 3.1.3 Competitive Bidding. The Phase I Improvements and the PRP Extension shall be competitively bid pursuant to A.R.S. §34-201 or A.R.S. §34-603. The successful bidder shall be determined in accordance with the statutory requirements of the selected bidding process. Developer shall award the construction contract to the successful bidder.
- 3.1.4 Payment. Developer shall use the funds received from the Phase I Owners to pay the costs to construct the Phase I Improvements and the PRP Extension. Provided, however, that if the actual cost to Developer to install the traffic signal at the intersection of Viewpoint Drive and Pronghorn Ranch Parkway ("Actual Cost") is less than or equal to the successful bidder's total bid price for that improvement, but still exceeds \$409,866.00 ("Negotiated Cost"), the Town shall pay Developer the difference between its Actual Cost and the Negotiated Cost within sixty (60) days of receipt of an invoice from Developer for same.

3.2 ***Construction.***

- 3.2.1 Commencement Date. Construction of one or more of the Phase 1 Improvements and the PRP Extension shall commence on or before two hundred seventy (270) days from the Effective Date of this Agreement.
- 3.2.2 Approvals. Developer shall be responsible for obtaining all governmental approvals necessary to construct the Phase I Improvements and the PRP Extension.
- 3.2.3 Design and Installation. Developer shall be responsible for ensuring that the Phase I Improvements and the PRP Extension are designed and constructed as generally shown in Exhibit C in accordance with the plans and specifications approved by the Engineer and applicable federal, state, and local laws and regulations, technical building and safety codes, engineering codes, floodplain codes, zoning codes and environmental codes.
- 3.2.4 Capacity. The Engineer has designed the Phase 1 Improvements to provide sufficient capacity for each of the properties within Phase I when fully developed. Nothing herein shall provide reserved rights as set forth in Town Code Section 14-04-070(C)(4)&(5).
- 3.2.5 Rights-of-Way and Easements. The Developer and the Town shall act cooperatively to ensure that any public rights-of-way, easements and public improvements (including, but expressly not limited to, all utility facilities) required for the Phase I Improvements and the PRP Extension

are timely dedicated or otherwise conveyed to the Town and to other appropriate utilities and public agencies.

3.2.6 **Completion Date.** Construction of all of the Phase I Improvements and the PRP Extension shall be completed on or before five hundred forty (540) days from the Effective Date of this Agreement.

3.3 **Access.** Until such time as the Town accepts the Phase I Improvements and the PRP Extension as provided in Section 3.4 herein, the Developer grants the landowners of the Benefited Properties who comply with the requirements of Section 4 herein, their successors and assigns, the irrevocable right and license to utilize the PRP Extension in connection with the development of their property(ies). This includes the right to ingress and egress in, over and through the PRP Extension constructed by the Developer. The Developer acknowledges that this right of access is a necessary component of this Agreement.

3.4 **Dedication and Acceptance.** Upon timely satisfaction of the requirements in Subsections 3.1 and 3.2 herein, the Phase I Improvements and the PRP Extension shall be subject to approval by the Engineer. Upon approval and acceptance of the Phase I Improvements and the PRP Extension by the Engineer, the same shall be dedicated by appropriate instrument to the Town, and the Town shall exercise exclusive control over who may connect to or use the same and the requirements and procedures for connection and/or use. The Developer shall maintain the Phase I Improvements and PRP Extension until the same are accepted for dedication by the Town, which acceptance shall not be unreasonably withheld.

4. **Buy-in Fee.**

4.1 **Definition.** Buy-in Fee shall mean the proportionate reimbursement for each and every cost and expense associated with the construction and installation of the PRP Extension, which costs and expenses include but are not limited to, hard construction costs, application fees, permit fees, review fees, inspection fees, engineering design fees, other professional fees and performance bond fees. The Buy-in Fee is equal to: $((A/B) \times C) \times (1 + \text{Effective Interest Rate})$.

Where: A = the total actual cost of the PRP Extension.

Where: B = the total number of square feet of property that abuts the PRP Extension.

Where: C = the total number of square feet of property owned by the landowner that abuts the PRP Extension.

Where: Effective Interest Rate = 300 basis points above the prime rate of interest published in the Wall Street Journal on the date the PRP Extension is substantially completed which shall mean that it is in service/functional (as determined by the Engineer) adjusted quarterly until the date the Buy-in Fee is paid to Developer.

- 4.2 **Buy-in Fee Due.** During the term of this Agreement, the Town shall condition the issuance of a building permit for each of the Benefited Properties upon payment of the associated Buy-in Fee to the Town, and no such building permit shall be issued until the Buy-in Fee is paid in full to the Town and all other applicable requirements for issuance are met. Within five (5) business days of receipt of a Buy-in Fee, the Town will reimburse Developer by remitting same to Developer in lieu of exercising its option under Town Code Section 14-04-070(C)(10) to provide Developer with an equivalent credit, to the extent available. The Town hereby waives its right under Town Code Section 14-04-070(C)(7) to receive a reasonable administrative fee for collection and remittance of each Buy-in Fee it receives pursuant to this Section 4.

- 4.3 **Developer Responsible for Disbursement of Buy-in Fee.** Developer shall be solely responsible for accurately dispersing each Buy-in Fee it receives from the Town among the Phase I Owners in accordance with their respective contributions to the financing and construction of the PRP Extension. The Town has no duty or obligation to the Phase I Owners or any other third party under this Agreement, as more fully set forth in Section 24 herein, and shall be held harmless in the event that Developer fails to properly disperse any Buy-in Fee it receives from the Town to any one or more of the Phase I Owners.

- 4.4 **Form of Payment.** The Buy-in Fee shall be paid in cash, by certified funds, bank check or other readily available U.S. funds payable to the Town. In turn, the Town shall pay an amount equal to each Buy-in Fee it receives in the form of cash, certified funds, bank check or other readily available U.S. funds payable to Developer, within the timeframe specified in Subsection 4.2 herein.

- 4.5 **Acknowledgment that Right and Interest in Buy-in Fee May Be Lost.** The Parties hereto expressly acknowledge that one or more of the Benefited Properties may not be developed during the term of this Agreement or at all in which case Developer shall lose all right and interest in the associated Buy-in Fee specified in this Section 4.

5. **Indemnification.** Developer agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees, agents and successors (but only to the extent authorized by law) from any and all claims and costs (including, but not limited to, reasonable attorneys' fees and other reasonable administrative, consultant or other reasonable costs) actually and directly incurred by the Town, its respective officers, officials, employees, agents and successors in any proceeding challenging the approval, execution or performance of this Agreement. Developer shall have the right to intervene and assist in the defense of any legal action arising out of the approval or execution of this Agreement and to participate fully in any negotiations and settlements involving any such actions.

The amount and type of insurance coverages required hereinafter shall not be construed as limiting the scope of the indemnity in this Section 5.

6. **Insurance.** Without limiting any liabilities or other obligations of the Parties hereunder, Developer shall, prior to commencing its performances under this Agreement, secure and continuously carry with insurers authorized to do business in Arizona and possessing a current A.M. Best, Inc. Rating of B++6 or better, the following insurance coverages:



Manager. The Developer's initial representative shall be Brad Fain. The designated representative may be changed by either Party in writing mailed to the other Party as provided in Section 7 herein.

In the event a dispute arises between the Developer and the Town over implementation of this Agreement, and either Party believes an impasse has been reached, then either may appeal to the other Party's representative for an expedited resolution of the impasse. Thereupon, that representative shall provide the Party's proposed resolution within fifteen (15) working days. In the case of the Town, if the Town representative determines that a public hearing before the Town Council is necessary before a proposed resolution can be provided, then such hearing shall be scheduled within thirty (30) calendar days of the request. In the event that the Town does not have the personnel or other resources to implement the requested expedited review, then the Town shall so inform the Developer and the Developer shall have the option of paying the costs for private consultants retained by the Developer and approved by the Town to assist in the review of the matter.

9. **Mediation.** In the event that there is a dispute hereunder which the Parties cannot resolve between themselves (including the alternative dispute resolution process set forth in Section 8 above), the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the Town. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the Town and the Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium.

10. **Default.** Failure or unreasonable delay of either Party to act in accord with any provision of this Agreement (excluding Developer's failure to proceed with the Phase I Improvements and PRP Extension) for thirty (30) calendar days ("Cure Period") following mailing of a written notice from the other Party by regular mail, postage prepaid, shall constitute an "incident of default". The notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. [Note, however, that if an action under this Agreement would normally require more than thirty (30) calendar days to complete, the responsible Party shall have reasonable additional time beyond thirty (30) days in which to comply, as long as said Party has initiated steps to cure the default within the thirty (30) day time period.]

Only in the event of an incident of default where a Party fails to act in accord with any substantial provision of this Agreement, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party, which termination shall be effective thirty (30) calendar days following the mailing of the notice by regular mail, postage prepaid (provided the defaulting Party has not cured such default).

In addition, if any default is not cured within the Cure Period, the non-defaulting Party may exercise all rights and remedies available to it at law or in equity, including without limitation

the right to specifically enforce any term or provision hereof and/or the right to institute an action for damages.

11. **Amendments.** This Agreement may be amended only by a written agreement fully executed by the Town and the Developer. Any amendment shall be adopted by Town ordinance or resolution and recorded in the Office of the Yavapai County Recorder within ten (10) calendar days of its execution by authorized representatives of the Parties.

12. **Binding on Successors-in Interest.** This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest of each of the Parties hereto, pursuant to A.R.S. §9-500.05(D).

13. **Assignment of Interests.** Developer may assign all or any portion of its rights hereunder to any one or more persons or entities, on such terms and conditions as it may deem appropriate ("Assignee"). Provided, however, that Developer shall not convey all or any portion of its rights hereunder unless either (a) the obligations of Developer corresponding to the interest that the Assignee receives are completely assumed by the Assignee, the Assignee accepts such obligations and demonstrates its ability to perform them, and the obligations are specifically listed in the assignment, or (b) Developer remains personally obligated to perform said corresponding obligations after such assignment. Otherwise, any such assignment shall be void.

14. **Waiver.** No waiver by any Party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. Furthermore, no delay in exercising any right or remedy shall constitute a waiver thereof.

15. **Costs and Attorneys Fees.** In the event any action shall be instituted between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs, including reasonable attorney fees.

16. **Severability.** In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

17. **Force Majeure.** If either Party hereto is prevented from performing any of its obligations under this Agreement by reason of natural disasters, wars, insurrections, strikes, acts of government or any other circumstances beyond its control, the particular failure or failures occasioned thereby shall be waived during such period of prevention and shall not be considered breaches of this Agreement.

18. **Merger Clause.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

20. **Recordation.** This Agreement shall be recorded in the Office of the County Recorder of Yavapai County within ten (10) calendar days of execution, pursuant to ARS §9-500.05(D).

21. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona, and shall be deemed made and entered into in Yavapai County.

22. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

23. **Further Acts.** Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

24. **No Partnership/Third Party Rights.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and the Town. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

25. **Conflict-of-Interest.** This Agreement may be cancelled without penalty pursuant to A.R.S. §38-511 in the event of a conflict-of-interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the Town.

26. **Termination.** This Agreement shall automatically terminate on the earlier of (i) 10 years from the Effective Date, or (ii) full payment of the Buy-in Fees for the Benefited Properties *after* the financing, construction and dedication to the Town of the Phase I Improvements and the PRP Extension in accordance with Subsections 3.1, 3.2, 3.4 and Section 4 herein.

27. **Survival.** Each of the following shall survive the termination of this Agreement: (a) Section 5 herein (Indemnification); Section 6 herein (Insurance); Section 7 herein (Notice); Section 8 herein (Alternative Dispute Resolution); Section 9 herein (Mediation); Section 10 herein (Default); Section 11 herein (Amendments); Section 12 herein (Binding on Successors-in Interest); Section 13 herein (Assignment of Interests); Section 14 herein (Waiver); Section 15 herein (Costs and Attorneys Fees); Section 16 herein (Severability); Section 17 herein (Force Majeure); Section 18 herein (Merger Clause); Section 21 herein (Governing Law); Section 23 herein (Further Acts); Section 24 herein (No Partnership/Third Party Rights); Section 25 herein (Conflict-of-Interest); and (b) those provisions and the rights and obligations therein set forth in this Agreement which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination of this Agreement or must survive to give effect to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their authorized representatives on the dates indicated below.

[Signatures Follow]



Town of Prescott Valley, a municipal corporation of Arizona ("Town")

By Harvey C. Skoog
Harvey C. Skoog, Mayor

SEAL

Date 01-28-10

ATTEST:

Diane Russell
Diane Russell, Town Clerk

APPROVED AS TO FORM:

Colleen M. Auer
Colleen Auer, Deputy Town Attorney

Viewpoint Investors, LLC ("Developer")
By: The Fain Companies, LLC, an Arizona limited liability company

Its: Manager
By S. Brad Fain
S. Brad Fain, Member

Date January 19, 2010

ATTEST:

_____, Secretary

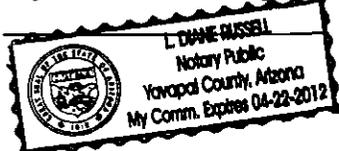


STATE OF ARIZONA)
) ss:
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 28 day of January, 2010, by Harvey C. Skoog, Mayor, Town of Prescott Valley, a municipal corporation of Arizona, on behalf of said municipal corporation.

L. Diane Russell
Notary Public

My Commission Expires:



STATE OF ARIZONA)
) ss:
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 19th day of January, 2010, by S. Brad Fain, Member of The Fain Companies, LLC, an Arizona limited liability company, as Manager of Viewpoint Investors, LLC, an Arizona limited liability company, on behalf of said limited liability company.

Carolyn Y. Fraser
Notary Public

My Commission Expires:

12-19-2011

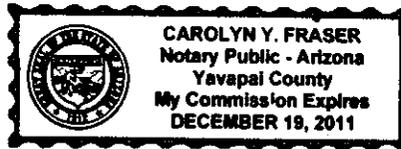


EXHIBIT A
*LEGAL DESCRIPTION OF THE DISTRICT AND
PLAT MAP SHOWING THE AREA ENCOMPASSED BY THE DISTRICT*

DAVA AND ASSOCIATES
310 EAST UNION STREET PRESCOTT, ARIZONA 86303
928-778-7587

VIEWPOINT SOUTH CFD BOUNDARY

Description of land located in Section 35, Township 15 North, Range 1 West of the Gila and Salt River Meridian, Yavapai County, Arizona.

All of the following portions of said Section 35.

PARCEL I and PARCEL II per the Special Warranty Deed filed and recorded in Book 4228 of Official Records, Page 810 in the Yavapai County Recorder's Office.

PARCEL No.1 and PARCEL No. 2 per the Special Warranty Deed filed and recorded in Book 4191 of Official Records, Page 77 in the Yavapai County Recorder's Office.

That Parcel described in Exhibit A per the Quit Claim Deed filed and recorded in Book 4399 of Official Records, Page 795 in the Yavapai County Recorder's Office.

That Parcel described in Exhibit A per the Quit Claim Deed filed and recorded in Book 4399 of Official Records, Page 796 in the Yavapai County Recorder's Office.

That Parcel described in Exhibit A per the Warranty Deed filed and recorded in Book 4084 of Official Records, Page 958 in the Yavapai County Recorder's Office.

PARCEL 1 and PARCEL 2 described in Exhibit A per the Warranty Deed filed and recorded in Book 4298 of Official Records, Page 84 in the Yavapai County Recorder's Office.

Those Parcels described as Exhibits A, B, C, D, and E per the Warranty Deed filed and recorded in Book 4197 of Official Records, Page 759 in the Yavapai County Recorder's Office.

PARCEL I and PARCEL II described in Exhibit A per the Special Warranty Deed filed and recorded in Book 4228 of Official Records, Page 811 in the Yavapai County Recorder's Office.

PARCEL I and PARCEL II in Exhibit A per the Warranty Deed filed and recorded in Book 3972 of Official Records, Page 267 in the Yavapai County Recorder's Office.

PARCEL No. 1 and PARCEL No. 2 in Exhibit A per the Warranty Deed filed and recorded in Book 3941 of Official Records, Page 884 in the Yavapai County Recorder's Office.

That Parcel described in Exhibit A per the Warranty Deed filed and recorded in Book 4206 of Official Records, Page 128 in the Yavapai County Recorder's Office.

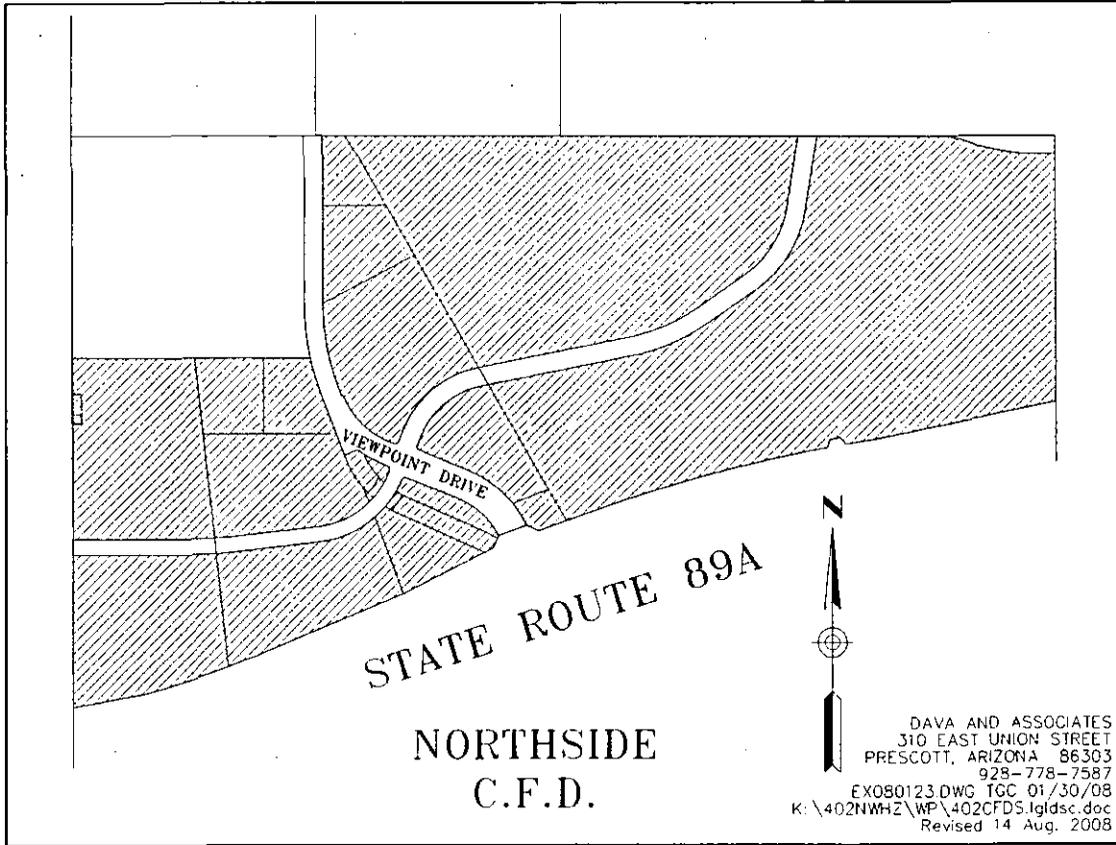
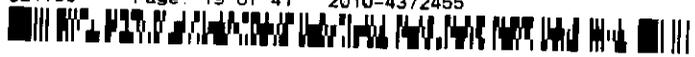
All that portion per the Special Warranty Deed filed and recorded in Book 3686 of Official Records, Page 719 in the Yavapai County Recorder's Office lying North of the Northerly Right of Way of State Route 89A, also Excepting there from any portion lying within Pronghorn Ranch Parkway, in Pronghorn Ranch-Unit 1 filed and recorded in Book 44 of Maps and Plats, Page 41 in the Yavapai County Recorder's Office, also Excepting there from any portion lying within the Antelope Meadows Drive, in Pronghorn Ranch-Unit 1 filed and recorded in Book 44 of Maps and Plats, Page 42 in the Yavapai County Recorder's Office, also Excepting there from PARCEL I in Exhibit A per the Warranty Deed filed and recorded in Book 3972 of Official Records, Page 267 in the Yavapai County Recorder's Office.

Containing an aggregate of approximately 209.2 acres

I certify that, I, Thomas G. Callahan, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains adequate information to allow retracement thereof.


Thomas G. Callahan, R.L.S. 22752





RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

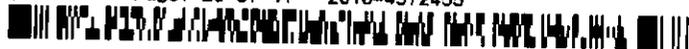
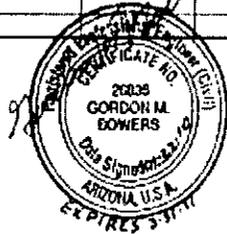


EXHIBIT B

ENGINEER'S JANUARY 27, 2010 ESTIMATE

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
CLIENT: PRONGHORN WEST CO-OP			DAYA & ASSOCIATES, INC. 310 E UNION ST. PRESCOTT, AZ 86303 (928) 778-7587		
PROJECT: PRONGHORN WEST PKWY IMPROVEMENTS SUMMARY PHASED CONSTRUCTION COST			9-Oct-08 27-Jan-10		
PREPARED BY: G. Bowers			UPDATE		
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
DISTRICT PHASE ONE					
A	VIEWPOINT DRIVE SIGNAL IMPROVEMENTS	LS	1		\$ 409,968.00
B	ON-SITE WATER 16" & 12" TRUNK MAIN	LF	3100		\$ 372,390.00
SUBTOTAL PHASE ONE					\$ 782,358.00
TOTAL PER ACRE		ACRE	30.16	\$ 24,279	
TOTAL PER SQUARE FOOT		SQ. FT.	1,313,770	\$ 0.58	
DISTRICT PHASE TWO					
A	VIEWPOINT DRIVE IMPROVEMENTS	LF	2000		\$ 382,000.00
B	ON-SITE WATER 12" & 16" TRUNK MAIN	LF	1380		\$ 131,687.00
C	OFF-SITE WATER STORAGE (1.0MG)	LS	1		\$ 865,950.00
SUBTOTAL PHASE TWO					\$ 1,359,637.00
TOTAL PER ACRE		ACRE	56.02	\$ 24,279	
TOTAL PER SQUARE FOOT		SQ. FT.	2,439,360	\$ 0.56	
DISTRICT PHASE THREE					
A	VIEWPOINT DRIVE IMPROVEMENTS	LF	2000		\$ 881,783.00
B	ON-SITE WATER 18" TRUNK MAIN	LF	4200		\$ 487,985.00
C	OFF-SITE SANITARY SEWER	LF	8150		\$ 1,005,485.00
D	ANTELOPE MEADOWS & COYOTE SPRINGS	LF	1500		\$ 380,791.00
E	ENGINEERING				\$ 257,771.00
SUBTOTAL PHASE THREE					\$ 3,013,825.00
TOTAL PER ACRE		ACRE	124.14	\$ 24,278	
TOTAL PER SQUARE FOOT		SQ. FT.	5,407,538	\$ 0.56	
TOTAL DISTRICT COSTS					\$ 5,105,718.00



RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION

PROJECT: WESTSIDE CANTON IMPROVEMENT DISTRICT	ESTIMATED COST
1/1/2010	
PHASE ONE CONSTRUCTION AND ENV COSTS	
ESTIMATED REPORT OR ROAD IMPROVEMENT & TRAFFIC SIGNAL COST	\$400,000.00
ESTIMATED ADVERTISING COST	\$300,000.00
SUBTOTAL PHASE ONE	\$700,000.00
PHASE TWO CONSTRUCTION	
ESTIMATED ADVERTISING COST	\$400,000.00
ESTIMATED REPORT OR ROAD IMPROVEMENT	\$300,000.00
ESTIMATED ADVERTISING COST	\$150,000.00
SUBTOTAL PHASE TWO	\$850,000.00
PHASE THREE CONSTRUCTION	
ESTIMATED REPORT OR ROAD IMPROVEMENT	\$400,000.00
ESTIMATED ADVERTISING COST	\$400,000.00
ESTIMATED ADVERTISING COST	\$150,000.00
TOTAL FUNDED ANTIDOTE HEADWAYS EXT TO AIN FUNDED ENGINEERING	\$300,000.00
	\$250,000.00
SUBTOTAL PHASE THREE	\$550,000.00
TOTAL	\$2,100,000.00

PAGE	SITE	CONTACT ADDRESS	BASE	COST PER ACRE	COST PER AC	
NO	NO			\$/AC	\$/AC	
PHASE ONE						
1	0100-0000	3.31	600 E 1st St, West, AZ 85204	Construction of 2nd Parallel Bridge	\$24,270.00	\$24.50
2	0100-0000	4.48	1400 N. Ringwood Dr. P.O. Box 1400, AZ 85204	2nd Parallel Bridge	\$24,270.00	\$24.50
3	0100-0000	11.41	1400 N. Ringwood Dr. P.O. Box 1400, AZ 85204	2nd Parallel Bridge	\$24,270.00	\$24.50
PHASE TWO						
4	0100-0000	11.12	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
5	0100-0000	7.12	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
6	0100-0000	7.12	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
7	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
8	0100-0000	7.27	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
9	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
10	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
11	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
12	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
13	0100-0000	7.27	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
14	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
PHASE THREE						
15	0100-0000	7.27	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
16	0100-0000	7.27	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
17	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
18	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
19	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
20	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
21	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
22	0100-0000	7.27	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
23	0100-0000	8.71	3000th St, West, Phoenix, AZ 85018	3000th St to 3rd Parallel Bridge	\$24,270.00	\$24.50
TOTAL						
					\$2,100,000.00	

COST PER OWNER		
NO	OWNER	ACRES
1	City of Phoenix	1.00
2	City of Phoenix	1.00
3	City of Phoenix	1.00
4	City of Phoenix	1.00
5	City of Phoenix	1.00
6	City of Phoenix	1.00
7	City of Phoenix	1.00
8	City of Phoenix	1.00
9	City of Phoenix	1.00
10	City of Phoenix	1.00
11	City of Phoenix	1.00
12	City of Phoenix	1.00
13	City of Phoenix	1.00
14	City of Phoenix	1.00
15	City of Phoenix	1.00
16	City of Phoenix	1.00
17	City of Phoenix	1.00
18	City of Phoenix	1.00
19	City of Phoenix	1.00
20	City of Phoenix	1.00
21	City of Phoenix	1.00
22	City of Phoenix	1.00
23	City of Phoenix	1.00
TOTAL		
		23.00

NOTE: COST SHARE BASED UPON ACREAGE

RECORDERS MEMO: LEGIBILITY QUESTIONABLE FOR GOOD REPRODUCTION

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST 100%					
CLIENT: TOWN OF FRESCOTT VALLEY			DANA & ASSOCIATES INC 310 E LINDEN ST. FRESCOTT, AZ 86003 (928) 778-7547		
PROJECT: NORTHEAST CTD No 1 VEA/CMT DRIVE IMPROVEMENTS PHASE ONE PREPARED BY: N Lopez					
LDATE: 11-09-10					
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
PHASE ONE					
SCHEDULE A					
1	CLEAR & GRUB	LG	1	\$ 1,000	\$ 1,000.00
2	EXCAVATION	CY	1222	\$ 4.00	\$ 4,888.00
3	BORROW	CY	2	\$ 9.00	\$ 18.00
4	SUBGRADE PREP	SY	2135	\$ 1.00	\$ 2,135.00
5	12" AC	SY	1522	\$ 11.00	\$ 16,742.00
6	8" AC	SY	1522	\$ 22.00	\$ 33,484.00
7	3" AC OVERLAY	SY	325	\$ 15.00	\$ 4,875.00
8	WELL EXISTING PAVEMENT	SY	325	\$ 3.00	\$ 975.00
9	GRANITE EXISTING PAVEMENT	LF	282	\$ 1.50	\$ 423.00
10	REMOVABLE	LG	1	\$ 500	\$ 500.00
11	FOUNDATION REMOVAL	SY	1377	\$ 2.00	\$ 2,754.00
12	CHIP SEAL COAT	SY	2428	\$ 2.00	\$ 4,856.00
13	VERTICAL CURB & GUTTER WITH 4" AC YAG 220 TYPE A	LF	222	\$ 21.00	\$ 4,662.00
14	WIDEN HOGE TRANSITION YAG 220	EA	2	\$ 250	\$ 500.00
15	8" STEEP WALK	SY	1122	\$ 4.00	\$ 4,488.00
16	10" MULTIPLE USE PATH	SY	2	\$ 400	\$ 800.00
17	8" WALK RAMP WITH 4" AC DRIVE MAG 211 TYPE A	EA	4	\$ 250	\$ 1,000.00
18	18" INCH STORM DRAIN PFE	LF	2	\$ 50.00	\$ 100.00
19	24" INCH CMP	LF	2	\$ 61.00	\$ 122.00
20	24" INCH STORM DRAIN PFE	LF	2	\$ 50.00	\$ 100.00
21	30" INCH CMP	LF	2	\$ 71.00	\$ 142.00
22	30" INCH STORM DRAIN PFE	LF	2	\$ 61.00	\$ 122.00
23	CURB INLET CATCH BASIN (18" x 7')	EA	2	\$ 750.00	\$ 1,500.00
24	CURB INLET CATCH BASIN (18" x 7')	EA	2	\$ 950.00	\$ 1,900.00
25	HEADWALL YAG 20-1 U-TYPE - 18" x 30" CMP	EA	2	\$ 1,000.00	\$ 2,000.00
26	24" FLARED END SECTION	EA	2	\$ 500	\$ 1,000.00
27	STEEL SAFETY HANDRAIL	LF	2	\$ 30.00	\$ 60.00
28	One 8' x 7' x 12" RFRAP WITH 2" SURFABILITY FABRIC	SY	2	\$ 25.00	\$ 50.00
29	One 12' x 18" RFRAP WITH 2" SURFABILITY FABRIC	SY	2	\$ 40.00	\$ 80.00
30	PYRAMAT	SY	2	\$ 20.00	\$ 40.00
31	100' TREE BARBER REC EXTENSION WITH 2" WALLS	LG	2	\$ 41,000	\$ 82,000.00
32	MANHOLE RIM & ADJUSTMENT	EA	2	\$ 350	\$ 700.00
33	SURVEY MONUMENT YAG 120-1 TYPE A	EA	1	\$ 500	\$ 500.00
34	STREET LIGHTS	EA	2	\$ 4,500	\$ 9,000.00
35	4" PVC CONCRETE TRENCH	LF	222	\$ 52.00	\$ 11,544.00
36	4" PVC CONCRETE TRENCH	LF	222	\$ 15.00	\$ 3,330.00
37	ELECTRICAL RAIL BOX #7	EA	2	\$ 500.00	\$ 1,000.00
38	RELOCATE AFS PATCHING CABINET	EA	1	\$ 3,000	\$ 3,000.00
39	RELOCATE TELECOM PATCHING CABINET	EA	1	\$ 3,000	\$ 3,000.00
40	SIGN POST & BASE	EA	2	\$ 250	\$ 500.00
41	4" WHITE STRIPE (2 APPLIC)	LF	4522	\$ 0.25	\$ 1,130.50
42	4" YELLOW STRIPE (2 APPLIC)	LF	748	\$ 0.25	\$ 187.00
43	TRAFFIC MARKING (LEGEND (2 APPLIC)	EA	24	\$ 200	\$ 4,800.00
44	TRAFFIC SIGNAL & POACHER STOP	LG	1	\$ 224,330	\$ 224,330.00
45	LANDSCAPE ROCK	SY	2	\$ 15,000	\$ 30,000.00
46	CLASSIFICATION	AC	0.5	\$ 3,200	\$ 1,600.00
47	TRAFFIC CONTROL	LG	1	\$ 3,000	\$ 3,000.00
48	QUALITY CONTROL	LG	1	\$ 3,000	\$ 3,000.00
49	SAFETY	LG	1	\$ 1,000	\$ 1,000.00
50	MOBILIZATION	LG	1	\$ 35,000	\$ 35,000.00
SUBTOTAL					\$ 331,122.00
CONTINGENCY					2%
TOTAL					\$ 337,722.00
RIGHT-OF-WAY					\$ 15,000.00
TOTAL					\$ 352,722.00

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RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
100%						
CLIENT: TOWN OF PRESOTT VALLEY				DAY & ASSOCIATES, INC.		
PROJECT: NORTHSIDE C/D No. 1				110 E UNION ST		
16-INCH AND 12-INCH WATER MAIN, PHASE ONE				PRESOTT, AZONA		
PREPARED BY: M. Lopez				(928) 774-7587		
				UPDATE 27-Jan-10		
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	
PHASE ONE						
SCHEDULE B						
1	16" WATER MAIN	LF	2160	\$ 85.00	\$ 183,600.00	
2	12" WATER MAIN	LF	856	\$ 60.00	\$ 51,360.00	
3	8" WATER MAIN	LF	62	\$ 40.00	\$ 2,480.00	
4	5" WATER MAIN	LF	0	\$ 35.00	\$ -	
5	16" TAPPING SLEEVE & VALVE	EA	1	\$ 7,500.00	\$ 7,500.00	
6	16" GATE VALVE & RISER	EA	4	\$ 5,000.00	\$ 20,000.00	
7	12" GATE VALVE & RISER	EA	2	\$ 3,200.00	\$ 6,400.00	
8	8" GATE VALVE & RISER	EA	2	\$ 1,300.00	\$ 2,600.00	
9	5" GATE VALVE & RISER	EA	1	\$ 500.00	\$ 500.00	
10	16" BENDS, TEES & CROSSES	EA	3	\$ 1,000.00	\$ 3,000.00	
11	12" BENDS, TEES & CROSSES	EA	4	\$ 700.00	\$ 2,800.00	
12	8" BENDS, TEES & CROSSES	EA	1	\$ 700.00	\$ 700.00	
13	16" VERTICAL REALIGNMENT OF WATER MAIN	EA	0	\$ 3,000.00	\$ -	
14	8" VERTICAL REALIGNMENT OF WATER MAIN	EA	0	\$ 2,500.00	\$ -	
15	CONC ENCASEMENT	LF	0	\$ 1.00	\$ -	
16	FIRE HYDRANT	EA	1	\$ 2,500.00	\$ 2,500.00	
17	BLOWOFF	EA	0	\$ 1,000.00	\$ -	
18	ARV	EA	0	\$ 3,200.00	\$ -	
19	SAWCUT EXISTING PAVEMENT	LF	75	\$ 2.00	\$ 150.00	
20	REMOVE & REPLACE PAVEMENT	SY	30	\$ 40.00	\$ 1,200.00	
21	CLASS II SEEDING	AC	3.5	\$ 3,200.00	\$ 1,120.00	
22	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	
23	QUALITY CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00	
24	SAFPP	LS	1	\$ 1,000.00	\$ 1,000.00	
25	MOBILIZATION	LS	1	\$ 23,000.00	\$ 23,000.00	
SUBTOTAL						\$ 322,980.00
CONTINGENCY			3%			\$ -
TOTAL						\$ 322,980.00

2010-02-05 10:56:40 AM Presott Valley 170 Assessment Plan 11/11/10

RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
100%					
CLIENT: TOWN OF PRESOTT VALLEY			DAYA & ASSOCIATES, INC.		
PROJECT: NORTHSIDE CFE No. 1			110 E LONDON ST.		
16-INCH AND 12-INCH WATER MAIN, PHASE TWO			PRESOTT, AZ 85604		
PREPARED BY: M. Lopez			(928) 778-7587		
			UPDATE	07-Jun-10	
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
PHASE TWO					
SCHEDULE B					
1	16" WATER MAIN	LF	336	\$ 85.00	\$ 28,475.00
2	12" WATER MAIN	LF	1042	\$ 60.00	\$ 62,520.00
3	8" WATER MAIN	LF	0	\$ 40.00	\$ -
4	5" WATER MAIN	LF	0	\$ 35.00	\$ -
5	16" TAPPING SLEEVE & VALVE	EA	0	\$ 7,500	\$ -
6	15" GATE VALVE & RISER	EA	0	\$ 5,000	\$ -
7	12" GATE VALVE & RISER	EA	1	\$ 2,300	\$ 2,300.00
8	8" GATE VALVE & RISER	EA	1	\$ 1,300	\$ 1,300.00
9	5" GATE VALVE & RISER	EA	0	\$ 500	\$ -
10	16" BENDS, TEES & CROSSES	EA	0	\$ 1,000	\$ -
11	12" BENDS, TEES & CROSSES	EA	2	\$ 700	\$ 1,400.00
12	8" BENDS, TEES & CROSSES	EA	0	\$ 700	\$ -
13	16" VERTICAL REALIGNMENT OF WATER MAIN	EA	0	\$ 3,000	\$ -
14	8" VERTICAL REALIGNMENT OF WATER MAIN	EA	0	\$ 2,500	\$ -
15	CONC ENGAGEMENT	LF	26	\$ 100	\$ 2,600.00
16	FIRE HYDRANT	EA	0	\$ 2,500	\$ -
17	BLOWOFF	EA	0	\$ 1,000	\$ -
18	ARV	EA	1	\$ 3,200	\$ 3,200.00
19	SAWCUT EXISTING PAVEMENT	LF	576	\$ 2.00	\$ 1,152.00
20	REMOVE & REPLACE PAVEMENT	SY	356	\$ 40	\$ 14,240.00
21	CLASS B SEEDING	AC	3.5	\$ 320	\$ 1,120.00
22	TRAFFIC CONTROL	LS	1	\$ 2,000	\$ 2,000.00
23	QUALITY CONTROL	LS	1	\$ 1,000	\$ 1,000.00
24	SWPPP	LS	1	\$ 1,000	\$ 1,000.00
25	MOBILIZATION	LS	1	\$ 5,000	\$ 5,000.00
SUBTOTAL					\$ 131,887.00
CONTRAGENCY					3%
					\$ -
TOTAL					\$ 131,887.00

RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION

ENGINEER'S ESTIMATE OF FROGABLE CONSTRUCTION COST 100%					
CLIENT: TOWN OF FRESCO, AZ			DATA & ASSOCIATES, INC. 310 E LAMON CT FRESCO, AZ 85205 (928) 773-7387		
PROJECT: NORTH HAZEL CVD No. 1 VEHICULE DRIVE IMPROVEMENTS PHASE THREE					
PREPARED BY: M Lopez					
UPDATE 07-20-10					
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
PHASE THREE					
SCHEDULE A					
1	CLEAR & GRUB	LS	2	1,000	\$ 2,000.00
2	EXCAVATION	CY	2	8.00	\$ 16.00.00
3	BORROW	CY	2	9.00	\$ 18.00.00
4	SUBGRADE PREP	SY	2422	1.00	\$ 24,220.00
5	1/2" AC	SY	13249	11.00	\$ 145,738.00
6	5" AC	SY	13249	13.00	\$ 172,237.00
7	5" AC OVERLAY	SY	3233	12.00	\$ 38,796.00
8	WALL EXISTING PAVEMENT	SY	3233	3.00	\$ 9,699.00
9	CANCEL EXISTING PAVEMENT	LF	813	1.50	\$ 1,219.50
10	REMOVALS	LS	2	300	\$ 600.00
11	REINFORCEMENT REMOVAL	SY	422	4.00	\$ 1,688.00
12	CHIP SEAL COAT	SY	15142	2.50	\$ 37,855.00
13	10" VERTICAL CURB & GUTTER 48" O/A, YAG 221 TYPE A	LF	3113	25.00	\$ 77,825.00
14	MEDIAN NOSE TRANSITION YAG 221	EA	1	250	\$ 250.00
15	5" S DRAIN	LF	812	4.00	\$ 3,248.00
16	10" MULTIPLE LANE PATH	LF	412	4.00	\$ 1,648.00
17	20" WALK BAMP/W/INLET CATCH DOME, HAZ 221 TYPE A	EA	2	1,200	\$ 2,400.00
18	18" INCH S DRAIN P.F.F.	LF	12	50.00	\$ 600.00
19	24" INCH CMP	LF	42	60.00	\$ 2,520.00
20	24" INCH S DRAIN P.F.F.	LF	12	62.50	\$ 750.00
21	30" INCH CMP	LF	2	35.00	\$ 70.00
22	36" INCH S DRAIN P.F.F.	LF	223	80.00	\$ 17,840.00
23	CURB INLET CATCH BASIN (L=11.5)	EA	2	7,500	\$ 15,000.00
24	CURB INLET CATCH BASIN (L=10.5)	EA	2	9,500	\$ 19,000.00
25	NEARBY YAG 50" I.D. TYPE - M.J. 1137 CMP	EA	2	10,000	\$ 20,000.00
26	24" FLARED END SECTION	EA	2	5,000	\$ 10,000.00
27	STEEL SAFETY HANDRAIL	LF	2	50.00	\$ 100.00
28	Do = 8" 2 = 12" REPRAP W/INCH 24"/75' ABILITY FABRIC	SY	42	25.00	\$ 1,050.00
29	Do = 12" 2 = 18" REPRAP W/INCH 24"/75' ABILITY FABRIC	SY	2	40.00	\$ 80.00
30	PYRAMAT	SY	2	20.00	\$ 40.00
31	10" O.D. TRIPLE RADIUS ETC EXTENSION W/INLET	LS	2	80,000	\$ 160,000.00
32	MANHOLE RM & ADJUSTMENT	EA	1	350	\$ 350.00
33	CURVEY MANHOLE YAG 129-1 TYPE A	EA	2	500	\$ 1,000.00
34	STREET LIGHTS	EA	2	4,500	\$ 9,000.00
35	4" PVC CONNECTION TRENCH	LF	12	18.00	\$ 216.00
36	4" PVC CONNECTION TRENCH	LF	2	18.00	\$ 36.00
37	ELECTRICAL PULL BOX 87	EA	2	500	\$ 1,000.00
38	RELOCATE AND SWITCHING CABINET	EA	2	5,000	\$ 10,000.00
39	RELOCATE TELECOMMUNICATIONS CABINET	EA	2	5,000	\$ 10,000.00
40	SIGN POST & BASE	EA	12	250	\$ 3,000.00
41	4" WHITE STRIKE (3 AFFUC)	LF	2722	0.25	\$ 680.50
42	4" YELLOW STRIKE (3 AFFUC)	LF	8412	0.25	\$ 2,103.00
43	TRAFFIC MARKING LEGEND (2 AFFUC)	EA	25	150	\$ 3,750.00
44	TRAFFIC SIGNAL & POWER SUPPLY	LS	2	224,350	\$ 448,700.00
45	LANDSCAPE ROCK	SY	625	15.00	\$ 9,375.00
46	CLASS FILLING	AE	0.01	1,200	\$ 12.00
47	TRAFFIC CONTROL	LS	1	30,000	\$ 30,000.00
48	QUALITY CONTROL	LS	1	10,000	\$ 10,000.00
49	STAFF	LS	1	2,000	\$ 2,000.00
50	MEDICATION	LS	1	80,000	\$ 80,000.00
SUBTOTAL					\$ 811,713.00
CONTINGENCY					\$ -
TOTAL					\$ 811,713.00
RIGHT-OF-WAY					\$ 10
TOTAL					\$ 811,723.00

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RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION



ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
100%					
CLIENT: TOWN OF PRESCOTT VALLEY			DAY & ASSOCIATES, INC.		
PROJECT: NORTHSIDE CFS No. 1			110 E UNION ST.		
16-INCH AND 11-INCH WATER MAIN, PHASE THREE			PRESCOTT, ARIZONA		
PREPARED BY: M. Lopez			(928) 779-7587		
			DATE	27-Jan-10	
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
PHASE THREE					
SCHEDULE B					
1	16" WATER MAIN	LF	4187	\$ 85.00	\$ 355,895.00
2	12" WATER MAIN	LF	0	\$ 82.00	\$ -
3	8" WATER MAIN	LF	0	\$ 40.00	\$ -
4	6" WATER MAIN	LF	0	\$ 38.00	\$ -
5	16" TAPPING SLEEVE & VALVE	EA	0	\$ 7,500	\$ -
6	16" GATE VALVE & RISER	EA	8	\$ 5,000	\$ 40,000.00
7	12" GATE VALVE & RISER	EA	1	\$ 2,200	\$ 2,200.00
8	8" GATE VALVE & RISER	EA	2	\$ 1,300	\$ 2,600.00
9	6" GATE VALVE & RISER	EA	1	\$ 900	\$ 900.00
10	16" BENDS, TEES & CROSSES	EA	9	\$ 1,000	\$ 9,000.00
11	12" BENDS, TEES & CROSSES	EA	1	\$ 700	\$ 700.00
12	8" BENDS, TEES & CROSSES	EA	0	\$ 700	\$ -
13	12" VERTICAL REALIGNMENT OF WATER MAIN	EA	1	\$ 3,000	\$ 3,000.00
14	8" VERTICAL REALIGNMENT OF WATER MAIN	EA	2	\$ 2,000	\$ 4,000.00
15	CONC ENCASEMENT	LF	0	\$ 100	\$ -
16	FIRE HYDRANT	EA	1	\$ 2,500	\$ 2,500.00
17	BLOWOFF	EA	1	\$ 1,000	\$ 1,000.00
18	ARV	EA	2	\$ 3,200	\$ 6,400.00
19	SAWCUT EXISTING PAVEMENT	LF	420	\$ 1.50	\$ 630.00
20	REMOVE & REPLACE PAVEMENT	SY	144	\$ 40.00	\$ 5,760.00
21	CLASS II SEEDING	AC	200	\$ 3,200	\$ 6,400.00
22	TRAFFIC CONTROL	LB	1	\$ 3,000	\$ 3,000.00
23	QUALITY CONTROL	LB	1	\$ 7,000	\$ 7,000.00
24	SNPPP	LB	1	\$ 2,000	\$ 2,000.00
25	MOBILIZATION	LB	1	\$ 35,000	\$ 35,000.00
SUBTOTAL					\$ 487,885.00
CONTINGENCY					3%
					\$ -
TOTAL					\$ 487,885.00

0.2" x 11" (1/4" x 11") Plot Method: 1/4" Annotation Plot: 1/4" x 11"

RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST 100%					
CLIENT: TOWN OF PRESCOTT VALLEY			DANA S ASSOCIATES, INC 310 E UNION ST. PRESCOTT, AZ 86303 (928) 772-7587		
PROJECT: NORTHSIDE CFD No 1 ANTELOPE MEADOWS/COYOTE SPRINGS, PHASE THREE					
PREPARED BY: M. Lopez					
UPDATE 27-Jan-10					
ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
PHASE THREE SCHEDULED					
1	ANTELOPE MEADOWS CURVE EXTENSION				\$ 128,042.00
2	COYOTE SPRINGS LEFT TURN LANE				\$ 34,125.00
SUBTOTAL					\$ 162,167.00
ADDITIONS					
	APS POLE RELOCATION			\$ 13,367.00	
	ADDITIONAL CRT			\$ 2,552.00	
	CHANGE ORDERS			\$ 2,362.00	
	ASLD SEEDING		\$ 15,000.00		
	ASLD FENCING		\$ 16,380.00		
SUBTOTAL ADDITIONS					\$ 39,661.00
SUBTOTAL					\$ 201,828.00
	RIGHT-OF-WAY PURCHASE FROM ASLD				\$ 140,333.00
TOTAL					\$ 342,161.00

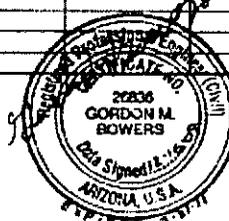
RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



EXHIBIT D

ENGINEER'S DECEMBER 16, 2009 ESTIMATE

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
CLIENT: PRONGHORN WEST CO-OP			DAVA & ASSOCIATES, INC. 310 E UNION ST. PRESCOTT, AZ 86303 (928) 778-7587		
PROJECT: PRONGHORN WEST PKWY IMPROVEMENTS SUMMARY CONSTRUCTION COST			9-Oct-08 16-Dec-09		
PREPARED BY: G. Bowers			UPDATE		
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	PRONGHORN RANCH PKWY SCHED A				\$ 467,610.00
2	PRONGHORN RANCH PKWY SCHED B				\$ 301,208.00
SUBTOTAL PRONGHORN RANCH PKWY					\$ 768,818.00
3	16" WATER MAIN SCHED C				\$ 87,750.00
4	VIEWPOINT SIGNAL SCHED D				\$ 395,176.00
SUBTOTAL					\$ 1,251,744.00
5	ENGINEERING				
	DISTRICT DESIGN (TOWN FUNDED)			\$ 20,560	
	DESIGN (CO-OP FUNDED)			\$ 36,050	
	CONSTRUCTION PERIOD (CO-OP FUNDED)			\$ 64,150	
SUBTOTAL					\$ 120,760.00
6	PLAN REVIEW FEES				
	TOPV			\$ 420	
	YAVCO (ADEQ)			\$ 1,350	
	YAVCO (ADEQ)			\$ 550	
SUBTOTAL					\$ 2,320.00
7	TOWN INSPECTION FEES				\$ 3,325.00
8	TOWN PERMIT FEES				\$ 3,000.00
9	UTILITIES (ESTIMATE)				\$ 20,000.00
10	TOPV SEWER COMMUNICATION LINK (ESTIMATE)				\$ 20,000.00
11	VIEWPOINT DRIVE RIGHT-OF-WAY (ESTIMATE)				\$ 18,000.00
TOTAL					\$ 1,439,149.00



RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
CLIENT: PRONGHORN WEST CO-OP			DAY & ASSOCIATES, INC. 310 E LINDEN ST. FRESCO, AZ 85203 (903) 773-7587		
PROJECT: PRONGHORN WEST PAV/IMPROVEMENTS WEST SIDE PARCEL REIMBURSEMENTS TO PARCELS 1, 2, & 3			D-Dev-08 19-Dec-09		
PREPARED BY: G. Cowan			UPDATE		
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
	PRONGHORN RANCH PAV/IMPROVEMENTS				\$ 221,200.00
	ENGINEERING FEES				
	DESIGN (CO-OP FUNDED)			\$ 36,000	
	CONSTRUCTION (PRONGHORN CO-OP FUNDED)			\$ 24,000	
	PLAN REVIEW FEES			\$ 2,300	
	TOTAL INSPECTION FEES			\$ 3,300	
	TOTAL ENGINEERING FEES			\$ 65,600	
	SUBTOTAL				\$ 129,640.00
	TOTAL REIMBURSEMENT				\$ 419,080.00
	PRONGHORN PARKWAY REIMBURSEMENT		AFH	AREA (Ac)	
	Parcel 4		103-01-141B	11.15	(8121,376.00)
	Parcel 5		103-01-141W	7.82	(8122,560.00)
	Parcel 6		103-01-142D	2.88	(8123,648.00)
	Parcel 7		103-01-142E	0.03	(8124,736.00)
	Parcel 8		103-01-142F	1.27	(8125,824.00)
	Parcel 9		103-01-142G	0.59	(8126,912.00)
	Parcel 10		103-01-142H	0.59	(8128,000.00)
	Parcel 11		103-01-142I	0.07	(8129,088.00)
	Parcel 12		103-01-142J	0.51	(8130,176.00)
	Parcel 13		103-01-142K	1.05	(8131,264.00)
	Parcel 14		103-01-142L	0.18	(8132,352.00)
	SUBTOTAL BY PRONGHORN PARKWAY			25.14	(8133,440.00)
	REIMBURSEMENT DUE PARCELS 1, 2, 3				(8134,528.00)
	For Parcel 1, Parcel 2, Parcel 3		AREA		
	REIMBURSEMENT DUE Parcel 1		9.31		(8135,616.00)
	REIMBURSEMENT DUE Parcel 2		8.44		(8136,704.00)
	REIMBURSEMENT DUE Parcel 3		16.41		(8137,792.00)
	TOTAL		30.18		(8138,880.00)

RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



GENERAL INFORMATION			PERIODS				TOTALS				
DATE	DESCRIPTION	AMOUNT	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4	PERIOD 5	PERIOD 6	PERIOD 7	PERIOD 8	TOTAL
01/01/10
01/15/10
01/31/10
02/05/10
TOTAL											

01/01/10	...	...
01/15/10	...	...
01/31/10	...	...
02/05/10	...	...
TOTAL		

01/01/10	...	...
01/15/10	...	...
01/31/10	...	...
02/05/10	...	...
TOTAL		

RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
100%					
CLIENT: WEST FRONZKORN CO-OP			DAYA & ASSOCIATES INC		
PROJECT: FRONZKORN RANCH PARKWAY ROAD IMPROVEMENTS			315 E UNICH CT		
FRONZKORN RANCH PARKWAY ROADWAY & UTILITIES			PRIDDOTT, AZ 85503		
PREPARED BY: M Lopez-G Hernandez			DATE: 16-Dec-03		
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
SCHEDULE A					
1	CLEAR & GRUB	LS	1	\$ 2,500	\$ 2,500.00
2	EXCAVATION	CY	1,500	\$ 7.00	\$ 10,500.00
3	BLDG BASE PREP	EY	7,700	\$ 1.00	\$ 7,700.00
4	6" AC	EY	0	\$ 0.00	\$ -
5	6" AC	EY	4,200	\$ 7.00	\$ 29,400.00
6	6" AC	EY	0	\$ 0.00	\$ -
7	6" AC	EY	4,200	\$ 18.00	\$ 75,600.00
8	6" AC	EY	0	\$ 14.00	\$ -
9	CHP SEAL COAT	EY	4,200	\$ 2.50	\$ 10,500.00
10	6" VITR GAL CURB & GUTTER W/ 6" ADC YAG 220 TYPE 'A'	LF	1,470	\$ 21.00	\$ 30,870.00
11	6" VITR GAL YAG 220 W/ 6" AC	LF	1,320	\$ 4.00	\$ 5,280.00
12	GRAVEWAY (W/AG 250)	LF	250	\$ 3.00	\$ 750.00
13	MANHOLE REINFORC. RINGS	EA	120	\$ 88.00	\$ 10,560.00
14	CURB INLET CATCH BASIN (12" DIA) (ADDT 2-14 200)	EA	2	\$ 6,500	\$ 13,000.00
15	6" FLARED END SECT. ENDS (ADDT 2-14 200)	EA	2	\$ 1,000	\$ 2,000.00
16	24" x 6" x 12" REBAR W/ EPOXY PATCH	EY	30	\$ 21.00	\$ 630.00
17	STREET LIGHTS	EA	3	\$ 4,500	\$ 13,500.00
18	ELECTRICAL RULLBOX #7	EA	2	\$ 500.00	\$ 1,000.00
19	4" PVC CONDUIT (SEE A) (ADDT 2-14 200)	LF	3,282	\$ 11.00	\$ 36,102.00
20	4" PVC CONDUIT (STREET LIGHT)	LF	1,292	\$ 6.00	\$ 7,752.00
21	CONDUIT TRENCH	LF	912	\$ 2.00	\$ 1,824.00
22	FINN RACK & BOX	EA	4	\$ 250	\$ 1,000.00
23	4" WHITE STRIPE (2 AFF. CI)	LF	1,232	\$ 0.25	\$ 308.00
24	4" YELLOW STRIPE (2 AFF. CI)	LF	3,540	\$ 0.25	\$ 885.00
25	TRAFFIC MARKING (ADDT 2-14 200)	EA	0	\$ 150	\$ -
26	12" SDR18 MAN 500-35 PVC	LF	797	\$ 41.00	\$ 32,687.00
27	4" SDR18 MAN 500-35 PVC	LF	0	\$ 25.00	\$ -
28	MANHOLE	EA	3	\$ 3,000	\$ 9,000.00
29	4" SDR18 MAN 500-35 PVC	EA	0	\$ 250	\$ -
30	4" SDR18 SERVICE	EA	2	\$ 500	\$ 1,000.00
31	4" SDR18 LATERAL	EA	2	\$ 500	\$ 1,000.00
32	4" SDR18 LATERAL	EA	0	\$ 750	\$ -
33	12" SDR18 FLUG	EA	1	\$ 300	\$ 300.00
34	12" WATER MAN	LF	60	\$ 50.00	\$ 3,000.00
35	4" WATER MAN	LF	128	\$ 40.00	\$ 5,120.00
36	4" WATER MAN	LF	21	\$ 40.00	\$ 840.00
37	12" GATE VALVE & RISER	EA	2	\$ 1,200	\$ 2,400.00
38	4" GATE VALVE & RISER	EA	5	\$ 1,500	\$ 7,500.00
39	4" GATE VALVE & RISER	EA	3	\$ 900	\$ 2,700.00
40	12" TEES & CROSSES	EA	2	\$ 1,000	\$ 2,000.00
41	12" VALVE & RISER	EA	1	\$ 5,000	\$ 5,000.00
42	12" TEES & CROSSES	EA	1	\$ 800	\$ 800.00
43	4" TEES & CROSSES	EA	2	\$ 600	\$ 1,200.00
44	4" BUNG FLANGE	EA	2	\$ 100	\$ 200.00
45	FIRE HYDRANT	EA	3	\$ 3,000	\$ 9,000.00
46	CONCRETE	EA	2	\$ 1,000	\$ 2,000.00
47	GAS TRENCH A/S/SHAD	LF	290	\$ 17.00	\$ 4,930.00
48	CLASS B CURBING	Ac	0.8	\$ 2,500	\$ 2,000.00
49	TRAFFIC CONTROL	LS	0	\$ -	\$ -
50	QUALITY CONTROL	LS	1	\$ 3,000	\$ 3,000.00
51	CONVEY	LS	1	\$ 2,000	\$ 2,000.00
52	PERMITS	LS	1	\$ 45,000	\$ 45,000.00
53	PERFORMANCE BOND	LS	1	\$ 20,000	\$ 20,000.00
54	LABOR & WATER A.S. PAYMENT BOND	LS	1	\$ 5,000	\$ 5,000.00
SUBTOTAL					\$ 487,810.00
CONTRACT					\$ -
SUBTOTAL					\$ 487,810.00
TOTAL					\$ 487,810.00

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RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST 100%					
CLIENT: WEST PRONGHORN CO-OP			DAVA & ASSOCIATES, INC 110 E UNION ST. PRESCOTT, AZ 85901 (928) 738-7431		
PROJECT: PRONGHORN RANCH PARKWAY ROAD IMPROVEMENTS PRONGHORN RANCH PARKWAY ROADWAY & UTILITIES			DATE: 7/22/2008 UPDATE: 12/16/2009		
TRADITIONAL MATERIALS LIST					
ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	ILLUMINATED STREET NAME SIGNS	EACH	4	\$2,500	\$ 10,000.00
2	POLE (TYPE R)	EACH	4	\$8,500	\$ 34,000.00
3	POLE FOUNDATION (TYPE R)	EACH	4	\$1,750	\$ 7,000.00
4	MAST ARM (20 FT) (TAPERED)	EACH	4	\$500	\$ 2,000.00
5	MAST ARM (15 FT) (TAPERED)	EACH	2	\$4,500	\$ 9,000.00
6	MAST ARM (5 FT) (TAPERED)	EACH	2	\$5,500	\$ 11,000.00
7	ELECTRICAL CONDUIT (3-4") (PVC)	L. FT.	600	\$15.00	\$ 9,000.00
8	ELECTRICAL CONDUIT (3-4") (PVC)	L. FT.	10	\$30.00	\$ 300.00
9	ELECTRICAL CONDUIT (2") (PVC)	L. FT.	20	\$30.00	\$ 600.00
10	ELECTRICAL CONDUIT (2-1/2") (PVC)	L. FT.	50	\$30.00	\$ 1,500.00
11	ELECTRICAL CONDUIT (3") (PVC)	L. FT.	50	\$30.00	\$ 1,500.00
12	PULL BOX (NO. 7)	EACH	2	\$550	\$ 1,100.00
13	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	1	\$750	\$ 750.00
14	CONDUCTORS	L. SUP	1	\$12,000	\$ 12,000.00
15	TRAFFIC SIGNAL FACE (TYPE F)	EACH	8	\$850	\$ 6,800.00
16	TRAFFIC SIGNAL FACE (TYPE G) (LT)	EACH	8	\$1,200	\$ 9,600.00
17	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	8	\$300	\$ 2,400.00
18	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VI)	EACH	4	\$500	\$ 2,000.00
19	CONTROLLER (PROV. SOFTWARE & CABINET ASSY) (TYPE 325)	EACH	1	\$23,000	\$ 23,000.00
20	METER PEDESTAL CABINET (W/ UPS)	EACH	1	\$14,000	\$ 14,000.00
21	VIDEO DETECTION SYSTEM (BOLO TERRA)	L. SUP	1	\$45,000	\$ 45,000.00
22	LUMINAIRE (HORIZONTAL MOUNTED) (LED) (W/ UPS)	EACH	4	\$500	\$ 2,000.00
23	MISCELLANEOUS ELECTRICAL (AS-BUILT DRAWINGS)	L. SUP	1	\$500	\$ 500.00
SUBTOTAL					\$ 214,700.00
CONTINGENCY					\$ -
TOTAL					\$ 214,700.00

RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION