

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of _____, 2024 (the “Effective Date”), by and between DPML COPPERWING LANDCO IV, LLC, a Delaware limited liability company or successors (“Seller”), and the CITY OF EL MIRAGE, an Arizona municipal corporation (“Purchaser”).

RECITALS:

A. Seller owns certain real estate consisting of approximately 332,896 square feet of land, commonly known as APN 501-45-980B, and legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. Purchaser desires to purchase, and Seller desires to sell, the Property in accordance with and subject to the terms and conditions hereinafter set forth.

CONSIDERATION AND AGREEMENT

IN CONSIDERATION of the mutual covenants and agreements herein contained and of the benefits to be derived here from, receipt whereof is hereby severally acknowledged, Seller and Purchaser hereby agree as follows:

1. Offer. Purchaser hereby offers and agrees to purchase the Property.
2. Acceptance. Seller hereby accepts such offer of Purchaser. Such offer and Seller’s acceptance are subject to and in accordance with the terms and conditions hereinafter set forth.
3. Purchase Price. The purchase price for the Property is One Million Eight Hundred Seventy Thousand and 00/100 Dollars (\$1,870,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows:
 - A. Deposit. Within two (2) days after the Effective Date, Purchaser shall deposit in escrow with First American Title Insurance Company, 901 Via Piemonte, Suite 150, Ontario, CA 91764, Attention: Christine Siegel (the “Escrow Agent”) an earnest money deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the “Deposit”), which sum shall be applied to the Purchase Price at Closing if the transaction is consummated, or delivered to Purchaser or Seller, as the circumstances warrant, under the terms of this Agreement.
 - B. Balance. The balance of the Purchase Price, adjusted for such closing costs and tax proration as are customary and/or provided herein, shall be made on the day of Closing by wire transfer.
4. Evidence of Title.
 - A. Title Commitment. Seller shall order, as soon as possible and at its expense, a commitment (the “Commitment”) issued by First American Title Insurance Company, 385 E. Colorado Blvd, Suite 205, Pasadena, CA 91101, Attention: Liz Thymius (the “Title”).

Company”) for an ALTA owner’s title insurance policy (the “Owner’s Title Policy”) in the amount of the Purchase Price, insuring title to the Property to be vested in Purchaser in the condition required hereunder. In the event of a Closing, the premium relating to only the basic Owner’s Title Policy shall be paid by Seller, and any endorsements to the Owner’s Title Policy that are requested by the Purchaser shall be paid by Purchaser. In the event Purchaser terminates this Agreement for any reason other than Seller’s default, Purchaser shall be responsible for any and all costs and expenses charged by the Escrow Agent and/or Title Company.

B. Survey and Title Report. Seller shall furnish or cause to be furnished to Purchaser a new ALTA survey of the Property (the “Survey”) and Title Report, at Seller’s cost.

C. Objections. Purchaser shall have ten (10) business days (business days are Monday through Thursday) after Purchaser’s receipt of the Commitment (or any update thereto disclosing any new defect or exception) to provide Seller with written notice of Purchaser’s objections to any exceptions raised therein, and Seller shall have five (5) business days from the date notified in writing of the particular defects claimed (the “Title Cure Period”), to attempt to either (1) cure the title defect, or (2) obtain title insurance as required above reasonably satisfactory to Purchaser, or (3) if Seller is unable or unwilling to cure an objection, to advise Purchaser of same, in which event Purchaser shall have the rights hereinafter set forth. If Seller remedies the title defect or obtains a revised Commitment reasonably satisfactory to Purchaser in all material respects within the Title Cure Period, Purchaser agrees to complete the sale within five (5) business days of written notification thereof but no sooner than the Closing Date hereinafter specified. If Seller is unable or unwilling to remedy the title defect or obtain title insurance within the Title Cure Period and Seller either notifies Purchaser thereof (the “Title Response”) or fails to make an election or notify Purchaser by the end of the Title Cure Period, Purchaser may elect to: (a) waive such defects and proceed with this transaction, subject to such defects; or (b) terminate this Agreement, in which event the Deposit shall be refunded to Purchaser and Purchaser shall be relieved of any and all liability hereunder except for representations, warranties and indemnities stated herein to survive this Agreement. Purchaser shall make any such election no later than the later of (i) three (3) business days after the receipt of the Title Response or (ii) the expiration of the Inspection Period (as defined in Section 7 of this Agreement). If Purchaser fails to give such written notice of termination within the time required herein, it shall be conclusively deemed that Purchaser has elected to waive its title objections and accept them as permitted exceptions (the “Permitted Exceptions”).

5. Seller’s Representations and Warranties. Seller represents and warrants unto Purchaser, as of the date hereof, as follows:

A. Seller has the full power to consummate the transaction described in this Agreement and the actions contemplated hereby have been duly and validly authorized by all necessary action. The parties executing this Agreement on behalf of Seller have the full power and authority to enter into and perform this Agreement and to bind Seller and the persons executing this Agreement, on behalf of each such party, have been duly authorized to do so on behalf of such party.

B. Seller is not a “foreign person” as defined in §1445(f)(3) of the Internal Revenue Code.

C. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

D. Except for the Farm Lease (as defined below) that Seller shall amend so that the Property is excluded from the leased premises under the Farm Lease before the Closing Date, Seller is not a party to any lease of any interest in the Property, and Purchaser shall have the exclusive right to possession and use of the Property after Closing.

E. Seller hereby acknowledges that Purchaser is an Arizona municipal corporation, and as such, this Agreement must be approved by the City Council at a duly noticed public meeting. As such, upon this Agreement being placed on a council agenda, the Agreement document is deemed a public record and the City Council may find it necessary to publicly discuss the contents of this Agreement and the transaction contemplated under this Agreement.

6. Purchaser’s Representations and Warranties. Purchaser represents and warrants unto Seller, as of the date hereof, as follows:

A. Purchaser has the full power to consummate the transaction described in this Agreement and the actions contemplated hereby have been duly and validly authorized by all necessary action. The parties executing this Agreement on behalf of Purchaser have the full power and authority to enter into and perform this Agreement and to bind Purchaser and the persons executing this Agreement, on behalf of each such party, have been duly authorized to do so on behalf of such party.

B. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

C. Purchaser hereby acknowledges that the Property is located in a high noise and accident potential zone and is subject to the requirements of A.R.S. § 28-8481.

D. Purchaser hereby acknowledges that the Property is located in an area that is prone to land subsidence and/or earth fissures, and that Purchaser may obtain an earth fissure map of Maricopa County, Arizona by visiting the website maintained by the Arizona Geological Survey (see [MaricopaCounty1-10 \(DM-EF-17\) sm.pdf \(az.gov\)](#)).

7. Inspection Period. Within two (2) business days of the Effective Date, to the extent in Seller’s possession or control, Seller shall provide Purchaser with copies of each of the due diligence materials listed on Exhibit B attached hereto (the “Due Diligence Materials”) via a Dropbox link. Purchaser and its agent shall have until the date that is forty-five (45) days after the Effective Date (the “Inspection Period”), to inspect or cause to be inspected Seller’s Due Diligence Materials and to conduct inspections as described herein. Upon reasonable advance written notice to Seller, Purchaser and its representatives, agents, employees and consultants (collectively, “Purchaser’s Representatives”) shall be permitted, during the Inspection Period, to enter the Property to make such physical inspections, investigations and assessments as Purchaser may elect

to make or obtain, including, without limitation, such environmental assessments as Purchaser deems necessary; provided, however, (i) in no event shall Purchaser or Purchaser's Representatives conduct invasive testing of the Property without Seller's prior written consent, which Seller may withhold in Seller's sole and absolute discretion, and (ii) Seller or its representative may be present when Purchaser or Purchaser's Representatives access the Property. Prior to Purchaser or Purchaser's Representatives entering the Property to conduct the inspections and/or tests described above, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and deliver to Seller, evidence of general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and/or tests. After making such physical inspections, investigations and assessments, Purchaser agrees to promptly restore the Property to its condition prior to such tests and inspections. Purchaser covenants to prosecute its due diligence investigation in a good faith, commercially reasonable manner so as to expedite its third-party reports. Purchaser shall indemnify, defend and hold harmless Seller on account of any claims, causes of action, damages and expenses (including reasonable attorneys' fees) arising out of or relating to any damage caused to the Property resulting from the acts of Purchaser, its agents, employees or contractors. The foregoing indemnity shall survive termination of this Agreement. If Purchaser is not satisfied in its sole and exclusive discretion with the results of the inspections for any reason whatsoever, Purchaser may terminate this transaction by delivering written notice to Seller (a "Notice to Cancel") prior to 5:00 pm local Phoenix, Arizona time on the expiration date of the Inspection Period and shall thereupon receive a refund of the Deposit held by Escrow Agent and be relieved of any and all liability hereunder except for representations, warranties and indemnities stated herein to survive this Agreement. In the event that Purchaser does not deliver a Notice to Cancel to Seller prior to 5:00 p.m. local Phoenix, Arizona time on the expiration date of the Inspection Period, the Deposit shall be non-refundable and the parties shall proceed to Closing in accordance with the terms hereof.

8. Closing. The transaction contemplated under this Agreement shall be consummated (the "Closing") on the date that is one hundred twenty (120) days after the Effective Date (the "Closing Date"). The Closing shall take place via escrow through the Escrow Agent. At Closing, such documents as may be required by the Title Company to complete this transaction shall be executed and/or delivered by Purchaser and Seller. Such documents shall include, but shall not be limited to:

- A. Special Warranty Deed (the "Deed") in the form attached hereto as Exhibit C with the Permitted Exceptions recited therein.
- B. Owner's Affidavit in the form required by the Title Company.
- C. A closing statement setting forth the adjustments set forth in this Agreement.
- D. Seller shall deliver a FIRPTA certificate verifying that such party is not a foreign person as defined in the Foreign Investment in Real Property Tax Act.

E. Affidavit of Legal Value in the form prescribed by Section 11-1133 of the Arizona Revised Statutes, as amended or superseded, signed by Seller and Purchaser or their respective agents.

9. Closing Adjustments. The following shall be prorated and/or allocated at Closing:

A. Real estate taxes and assessments for the property shall be prorated at 100% of the last full year's ascertainable tax bill, with the Seller providing a credit to Purchaser for any such unpaid liability incurred through the Closing. The proration under this paragraph shall be final and not subject to re-proration.

B. Seller shall be responsible for all real estate transfer taxes associated with the conveyance of the Property pursuant to this Agreement.

C. Purchaser and Seller shall split, on a fifty/fifty (50/50) basis, any escrow fees/closing fees charged by the Escrow Agent, provided, however, Purchaser shall be responsible for any money lender's escrow fee.

D. Any closing costs not expressly allocated herein shall be allocated between the parties in accordance with the local custom for commercial real estate transactions in Maricopa County, Arizona.

10. Default/Deposit As Liquidated Damages.

i. Purchaser Default. If Purchaser defaults under this Agreement after the provision of notice by Seller and ten (10) business days opportunity to cure said default by Purchaser, Seller may terminate this Agreement and shall receive as its sole and exclusive remedy the Deposit, as fixed, agreed and liquidated damages (the said amount having been agreed to as liquidated damages due to the difficulty and inconvenience of measuring and ascertaining actual damages) and the parties hereto shall thereby be relieved of all obligations hereunder other than those specifically stated to survive termination of this Agreement.

ii. Seller Default. If Seller defaults under this Agreement, after the provision of notice by Purchaser and ten (10) business days opportunity to cure said default by Seller, Purchaser may elect, as its sole and exclusive remedy, to either (i) terminate this Agreement and receive a return of the Deposit, or (ii) seek specific performance in a court of competent jurisdiction, provided, however, as a condition precedent to the availability of such remedy: (1) no uncured default by Purchaser shall then exist, and (2) suit must be commenced in the applicable court within 60 days after the default by Seller. Purchaser waives any right to seek equitable relief (other than specific performance on the conditions set forth above) and legal damages against Seller if Closing does not occur because of a default by Seller.

iii. In the event that any action is brought to enforce the terms and conditions of this Agreement, the non-prevailing party in such action shall be responsible for payment of all reasonable attorneys' fees, court costs and legal expenses incurred by the prevailing party.

11. Broker. Seller and Purchaser do hereby certify, represent and warrant, each to the other, that they have not engaged, enlisted, employed or otherwise made use of any real estate broker or sales person in connection with this sale except Seller has engaged CBRE as its broker. Seller will pay a commission to CBRE pursuant to a separate written agreement. Purchaser and Seller shall indemnify, defend and hold each other and their respective successors and assigns, harmless with respect to any claim of any real estate broker or sales person, claiming a commission and/or damages through or under the indemnifying party in connection with this transaction, including, without limitation, reasonable attorneys' fees, court costs and legal expenses.

12. Governing Law. This Agreement shall be governed by the laws of the State of Arizona.

13. Binding Effect, Assignment.

A. This Agreement shall bind the parties hereto, their respective successors and assigns.

B. Purchaser shall not be permitted to assign this Agreement to any person or entity without the prior written consent of Seller.

14. Notice. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes of this Agreement if sent electronically. Any party may change its address for purposes of this Agreement, or add an additional party to which notices must be delivered, by giving the other party notice thereof in the manner hereinabove provided for the giving of notices. Any notice given by counsel to a party will be effective as given by that party.

If to Purchaser:

City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335
Attn: City Manager Crystal Dyches
Email: cdyches@elmirageaz.gov

With a copy to:

Pierce Coleman PLLC
7730 E. Greenway Road, Suite 105
Scottsdale, Arizona 85260
Attn: Justin Pierce, City Attorney
Email: Justin@piercecoleman.com

If to Seller:

DPML Copperwing Landco IV, LLC
5500 Equity Avenue
Reno, NV 89502
Attn: C. Douglas Lanning
Email: dlanning@dermody.com

With a copy to:

Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2600
Chicago, Illinois 60601
Attn: Paul L. Kelley
Email: pkelley@taftlaw.com

15. Time for Performance. In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Friday, Saturday, Sunday or legal holiday of the state wherein the Property is located, then the time of such period shall be extended to the next day which is not a Friday, Saturday, Sunday or legal holiday in such state. Time shall be of the essence for purposes of this transaction. As used herein, a “business day” shall mean any day that is not a Friday, Saturday, Sunday, legal holiday of the state wherein the Property or Escrow Agent is located, or day when the offices of Escrow Agent are otherwise closed for business.

16. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had all signed the same document, and all of such counterparts shall constitute one and the same document. This Agreement may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further consent and agree that (i) to the extent a party signs this Agreement using electronic signature technology, by clicking “SIGN” (or similar election), such party is signing this Agreement electronically, and (ii) the electronic signature(s) appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each party intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other parties will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Agreement based on the form of signature(s).

17. Equal Participation. Seller and Purchaser have participated equally in the preparation of this Agreement, and, therefore, the rule of construction against the drafting party shall have no application to this Agreement.

18. Entire Agreement. This Agreement including the exhibits attached hereto sets forth fully and completely the agreement between the parties in connection with this transaction, there are no written or oral agreements between the parties relating to this transaction that are not

expressly set forth herein and this Agreement supersedes all prior oral or written agreements relating to this transaction.

19. As-is Purchase. Purchaser acknowledges that the Property will be conveyed “AS-IS, WHERE-IS” and with all defects and faults and Seller makes no representations or warranties, express or implied, concerning the Property except for Seller’s express representations and warranties set forth in this Agreement and in the Deed (“Seller’s Warranties”). Purchaser represents and warrants that: (i) it is an experienced and sophisticated real estate purchaser capable of evaluating the merits of the transaction contemplated by this Agreement; and (ii) before the end of the Inspection Period, Purchaser will have conducted the independent due diligence and inspection of the Property deemed necessary by Purchaser to evaluate the transaction contemplated by this Agreement. Purchaser represents and warrants that neither Seller nor anyone associated or claiming to be associated with Seller has made any other representation or warranty, oral or written, to induce Purchaser to enter into this Agreement other than Seller’s Warranties. By signing this Agreement, Purchaser represents and warrants that Purchaser’s purchase of the Property shall be based upon Purchaser’s independent due diligence and inspection of the Property and not based upon any representations or warranties of Seller or anyone associated or claiming to be associated with Seller other than Seller’s Warranties. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES RELATING TO: (A) THE VALUE AND THE PHYSICAL DIMENSIONS OR OTHER CHARACTERISTICS OF THE PROPERTY OR ANY NEARBY PROPERTY; (B) THE ZONING OF THE PROPERTY, AND THE HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR PURCHASER’S PURPOSES; (C) THE INVESTMENT POTENTIAL, INCOME CAPACITY, OR EXPENSE PROFILE FOR THE PROPERTY; (D) THE TAX CONSEQUENCES OF PURCHASER’S PURCHASE OF THE PROPERTY; (E) MATTERS OF TITLE, PERMITTED USES, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS OR OTHER MATTERS RELATING TO OR AFFECTING THE PROPERTY; (F) THE AVAILABILITY OR SUFFICIENCY OF UTILITIES TO THE PROPERTY; (G) THE INTEGRITY OF THE LAND (INCLUDING, WITHOUT LIMITATION, SUBSIDENCE AND SUBSURFACE CONDITIONS), THE CONDITION OF THE SOIL, WATER OR ANY IMPROVEMENTS TO THE PROPERTY; OR (H) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, INCLUDING WITHOUT LIMITATION THE ENVIRONMENTAL LAWS AND THE AMERICANS WITH DISABILITIES ACT OF 1990, AND PURCHASER EXPRESSLY WAIVES ANY CLAIMS AGAINST SELLER ARISING FROM ANY NON-COMPLIANCE. Purchaser acknowledges and agrees that Seller has agreed to enter into this Agreement in consideration for and in reliance upon the limitations of liability set forth herein, and that the consideration under this Agreement is based in part on these limitations of liability. The provisions of this Section 19 shall survive the Closing.

20. Release. By accepting the Deed and closing the transaction contemplated hereby, Purchaser, on behalf of itself and its successors and assigns, shall be deemed to have released Seller, any direct or indirect owner of any beneficial interest in Seller, any officer, director, employee or agent of Seller, Seller’s counsel, and any other entity or individual affiliated or related in any way to any of the foregoing (collectively, the “Seller Parties”) from and waived any and all claims, damages, losses, liabilities, demands, and expenses of any kind or nature whatsoever, including, but not limited to, attorneys’ fees, court costs, and expenses of litigation (collectively,

the “Liabilities”) against each of the Seller Parties for, attributable to, or in connection with the Property, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after the Closing, including, without limitation, the following: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by any Seller Parties to any of Purchaser’s Representatives; (b) any and all Liabilities with respect to the structural, physical, or environmental condition of the Property, whether such Liabilities are latent or patent, including, without limitation, all Liabilities relating to the release, presence, discovery or removal of any hazardous, toxic or radioactive materials, substances, wastes, contaminants or pollutants that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., Title 49 of the Arizona Revised Statutes, or any other Federal, State or municipal laws relating to environmental contamination, or any other related claims or causes of action; and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property. Notwithstanding the foregoing, the foregoing release and waiver is not intended and shall not be construed as affecting or impairing any rights or remedies that Purchaser may have against Seller with respect to any acts constituting fraud by Seller. In addition, notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that this release and waiver does not apply to the Seller’s Warranties as defined in Section 19 of this Agreement nor does it apply to any of the legal obligations set forth in Section 22 of this Agreement.

21. Intentionally Deleted.

22. Offsite Infrastructure Improvements Work.

A. Seller shall be responsible for completing to the City of El Mirage’s standards and otherwise in accordance with this Section 22 all roadway improvements to the north portion of Joe R. Ramirez Road from El Mirage Road to the western boundary line of the Property, together with water line and sewer line improvements to exclusively serve the Property, as depicted in Exhibit D (collectively, the “Improvements”). Seller and Purchaser acknowledge and agree that the water line and sewer line improvements are for the exclusive use of the Property and shall be connected to the City of El Mirage’s water and sewer service and no other properties abutting the Improvements will have the right to use or tap in to the water line and sewer line improvements, as such other properties will obtain water and sewer service through EPCOR. The cost and construction of these Improvements shall be the Seller’s sole responsibility and shall include, without limitation, any and all land or right-of-way acquisition, civil engineering drawings, professional services, permits, inspection charges, insurance premiums, taxes, certifications the cost of labor and materials. Any changes or additions to Improvement work required by the Purchaser or necessitated by site conditions shall be at Purchaser’s sole cost and expense. Purchaser further acknowledges that any other third party owning property abutting Joe R. Ramirez Road may undertake the construction or cause the construction of Joe R. Ramirez Road between 127th Avenue and El Mirage Road.

B. Seller shall have thirty-six (36) months after the date of Closing to fully complete, or cause to be completed, the Improvements to the City of El Mirage's standards and otherwise in accordance with this Section 22 and to dedicate all of the Improvements, with free and unencumbered title, to the Purchaser; provided, however, the time for completing for the Improvements shall be extended on a day for day basis for delays resulting from events of force majeure, including, without limitation, delays in receiving approvals or caused by project supply chain delays, strikes, labor shortages, catastrophic storms or floods, lightning, tornadoes, hurricanes, earthquakes and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, national strikes, fires or explosions (collectively, "Events of Force Majeure"). Upon completion of the Improvements, the Seller shall file with the Purchaser a certificate of completion certified by a civil engineer, licensed and registered in Arizona, to the effect that all the Improvements have been completed in accordance with the requirements, standards and specifications of State, County, and City regulations and all other applicable laws and ordinances. The Purchaser shall also furnish to the City of El Mirage's Engineer one sealed Mylar set of "as-built" engineering plans and one electronic copy of "as-built" engineering plans in a format approved by the City Engineer. Acceptance of the Improvements is subject to inspection, review, and approval by the Purchaser.

C. To ensure that the Seller completes the Improvements in a timely and competent manner, at Closing, Seller shall provide financial assurances to the Purchaser in the amount of \$1,020,000, which is 110% of the estimated costs of the Improvements. These financial assurances may take the form of either 1) a surety (performance) bond executed by a company authorized and licensed to do business in the State of Arizona and acceptable to the Purchaser; or 2) an irrevocable letter of credit from an AM Best "A" rated or higher, financial institution authorized and licensed to do business in the State of Arizona; or 3) fund an escrow account in the amount of \$1,020,000 that can be drawn upon only with approval from the City.

Furthermore, the financial assurance shall:

- i. Name The City of El Mirage as the beneficiary;
- ii. Provide proof that funds in the amount of \$1,020,000 have been specifically allocated for installation of the Improvements;
- iii. Provide that the Improvements must be completed within thirty-six (36) months after the date of Closing subject to Events of Force Majeure; and
- iv. Provide for forfeiture of the assurances in the event the Seller fails to install the Improvements in accordance with this Agreement and other applicable ordinances and regulations and plans approved by the City Engineer within (36) months after the date of Closing subject to Events of Force Majeure.

The assurances documents will be held for safekeeping by the Purchaser until such time when the Purchaser releases the assurances, or in the case of default, the Purchaser utilizes the assurances to complete the installation of the Improvements.

Seller shall be in default hereunder if Seller fails to provide adequate financial assurances to the Purchaser at Closing or if the escrow account isn't funded at Closing (if chosen as assurance option), in which events this Agreement shall terminate and the Deposit shall be returned to Purchaser, and neither party shall have any further obligation under this Agreement other than those specifically stated to survive termination of this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELLER'S OBLIGATIONS AND LIABILITIES UNDER SECTION 22 SHALL NOT MERGE INTO THE DEED AND SHALL SURVIVE THE CLOSING.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

DPML COPPERWING LANDCO IV, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

PURCHASER:

CITY OF EL MIRAGE, an Arizona municipal corporation

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Justin Pierce
Pierce Coleman, PLLC, City Attorney

EXHIBITS:

- Exhibit A – Legal Description of the Property
- Exhibit B – Due Diligence Documents
- Exhibit C – Form of Warranty Deed
- Exhibit D – Improvements

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

THAT PORTION OF PARCEL 2, COPPERWING LOGISTICS CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1556 OF MAPS, PAGE 16, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE FROM WHICH, THE NORTHEAST CORNER OF SAID SECTION 26 BEARS NORTH 0 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 2635.03 FEET, SAID POINT BEING MARKED BY A 3" CITY OF EL MIRAGE BRASS CAP IN A HANDHOLE;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26 NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST, 390.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTHLINE OF THE NORTHEAST QUARTER OF SAID SECTION 26 NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST, 827.43 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, 599.45 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 31 SECONDS EAST, 302.38 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS EAST, 317.83 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, 525.00 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS EAST, 290.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DUE DILIGENCE MATERIALS

1. First American Title Commitment
2. ALTA Survey
3. 2023 Property Tax Statement

The above items will be forwarded by the Seller to the Purchaser upon receipt

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

When Recorded Return to:

Escrow No. _____

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is forever acknowledged, _____ (“Grantor”), does hereby grant, sell and convey to _____ (“Grantee”), the following described real property situated in Maricopa County, Arizona, together with any improvements thereon (if any) and all rights and privileges appurtenant thereto:

See the legal description set forth in Exhibit 1 attached and incorporated by this reference (the “Property”).

SUBJECT TO those matters set forth in Exhibit 2 attached hereto, but only to the extent the same, in fact, do exist and are applicable to the Property.

Grantor warrants the title to the Property against all acts of the Grantor and the lawful claims of all persons claiming by, through, under or against Grantor herein and no other.

DATED this __ day of , 202__.

GRANTOR:

By _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

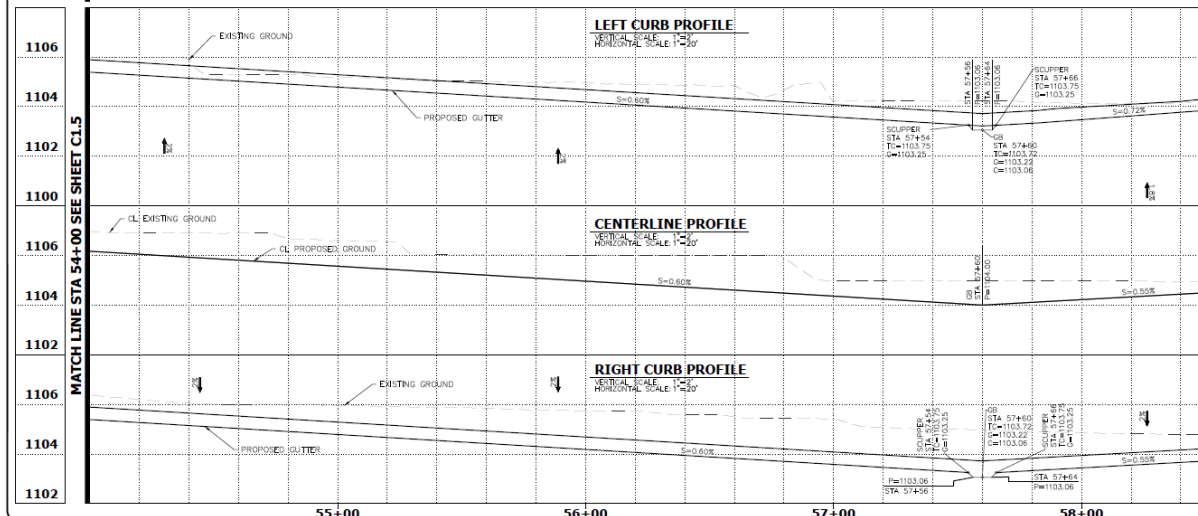
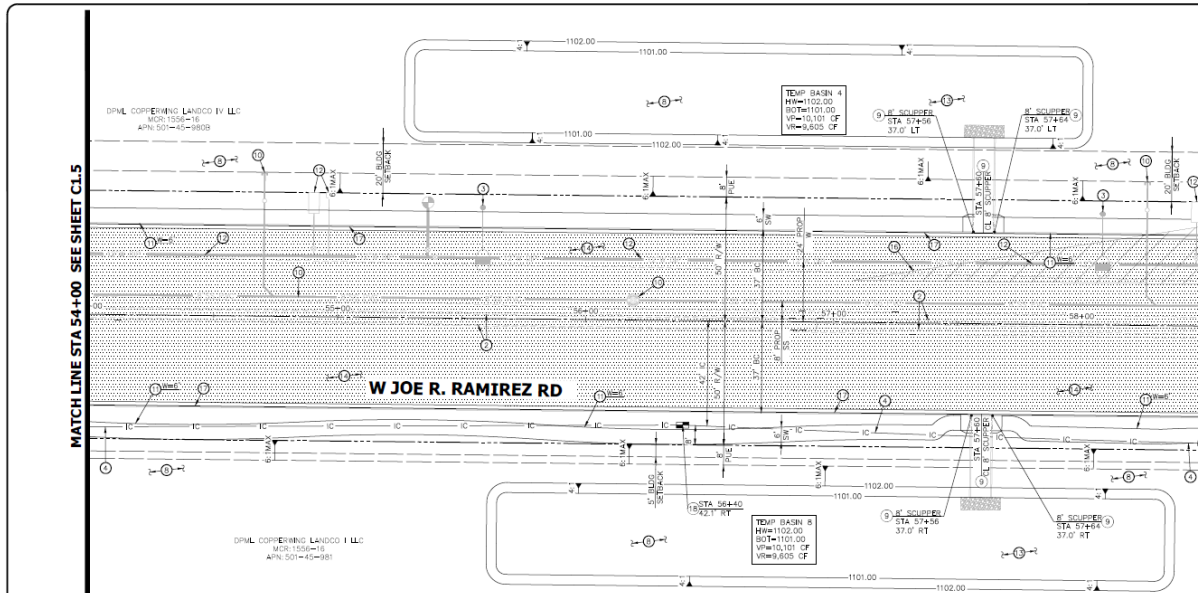
The foregoing instrument was acknowledged before me this __ day of _____ 202__, by _____, solely in the capacity of _____, on behalf of _____.

Notary Public

My Commission expires:

EXHIBIT 1
LEGAL DESCRIPTION

EXHIBIT 2
PERMITTED EXCEPTIONS



MATCH LINE STA 54+00 SEE SHEET C1.5

MATCH LINE STA 58+50 SEE SHEET C1.7

MATCH LINE STA 54+00 SEE SHEET C1.5

MATCH LINE STA 58+50 SEE SHEET C1.7

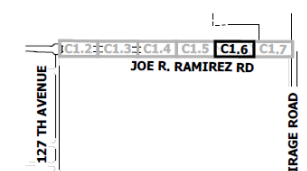


PAVING NOTES

1. CONTRACTOR TO VERIFY ELEVATION OF EXISTING CURB, SIDEWALK OR PARAPET AT THE 10' INTERVALS AND MATCH EXISTING TYPING.
2. CONTRACTOR TO REMOVE EXISTING CONCRETE CHANNEL AND/OR DRAINAGE FACILITY, EXCEPT OF DESIRE PER LOCAL CODES.
3. SEE STREET LIGHT PLANS BY HUNTER ENGINEERS FOR CONSTRUCTION DETAILS.
4. INSTALL FOUR 1.25" INTERCONNECT CONDUITS PER CDM STD DTL 234-120.
5. CONTRACTOR INDUSTRIAL RETURN TIME (RH) SHALL BE PER CDM STD DTL 234-120 WITH RADIUS PER PLAN.
6. REFER TO GEOTECH PAIRING PLAN AND PROFILE JOE R. RAMIREZ ROAD BY HUNTER ENGINEERING PROJECT NO. DERYVOOD SHEETS C1.3-C1.8 FOR CONSTRUCTION DETAILS.
7. SAMPLE REMOVE AND REPLACE AS PERMITS SIDEWALK AND CURB & GUTTER SHALL BE MINIMUM OF 3'-FEET.
8. CONTRACTOR TO SPECIFY 4" MIN. UNGRADED GRANITE OR APPROVED EQUAL WITHIN CITY HEAT OF WAY.
9. CONTRACTOR TO SPECIFY 4" MIN. UNGRADED GRANITE PER MAG STD DTL 206-1, 206-2 & 206-3 WITH 18" RAP EDITION APPROX. 18" RAP TO BE PLACED 1" MIN OVER FLEET PAVING. SEE PERMITS SIDEWALK PROVIDE SAFETY RAILING AT THE SALK OF SIDEWALK PER MAG STD DTL 106 MOURES TO NON-BALANCED AND PARKED SHOULDER "BLACK BEAM" WITH OF SUPPLIER OPENING PER PLAN.
10. REFER TO GEOTECH PAIRING EXTENSION PLAN, JOE R. RAMIREZ-127TH AVE TO EL MIRAGE ROAD BY HUNTER ENGINEERING PROJECT NO. DERYVOOD SHEETS C1.3-C1.8 FOR CONSTRUCTION DETAILS.
11. CONTRACTOR SIDEWALK PER MAG STD DTL 234 WITH PER PLAN.
12. REFER TO GEOTECH PAIRING EXTENSION PLAN, JOE R. RAMIREZ-127TH AVE TO EL MIRAGE ROAD BY HUNTER ENGINEERING PROJECT NO. DERYVOOD SHEETS C1.3-C1.8 FOR CONSTRUCTION DETAILS.
13. CONTRACTOR TO REMOVE EXISTING CURB AND COMPACT TO SIDEWALK.
14. CONTRACTOR TO REMOVE EXISTING CURB AND COMPACT TO SIDEWALK.
15. INSTALL RECYCLE ENTRY ENTRANCE RAMP PER CITY OF PHOENIX DTL 224.
16. PROPOSED SHORT DISTANCE TRIANGLE PER CDM STD DTL 158.
17. CONTRACTOR CURB AND GUTTER PER MAG STD DTL 234-1 TYPE "A".
18. INSTALL NO.7 PULL BOX WITH EXTENSION PER CITY OF PHOENIX DTL 14-001.
19. CONTRACTOR DUAL ADA ACCESSIBLE ACCESS RAMP PER MAG STD DTL 234-1.

GENERAL NOTES

1. ALL CURB DATA GIVEN IS MEASURED FROM BACK OF CURB.
2. THESE PLANS REFLECT CONDITIONS AS THEY EXIST AT THE TIME OF DESIGN. IF EXISTING CONDITIONS MAKE CHANGES FROM THE TIME OF APPROVAL TO THE TIME OF CONSTRUCTION, THESE PLANS NEED TO BE REVISED.
3. NOT ALL NOTES ARE USED ON THIS SHEET.



NO.	DATE	REVISION	BY

DESIGN BY: SK
 CHECKED BY: TH
 APPROVED BY: JH

HUNTER ENGINEERS CIVIL AND SURVEY
 1048 NORTH 78TH AVENUE
 SUITE 100
 PHOENIX, AZ 85028
 P: 602.997.3900

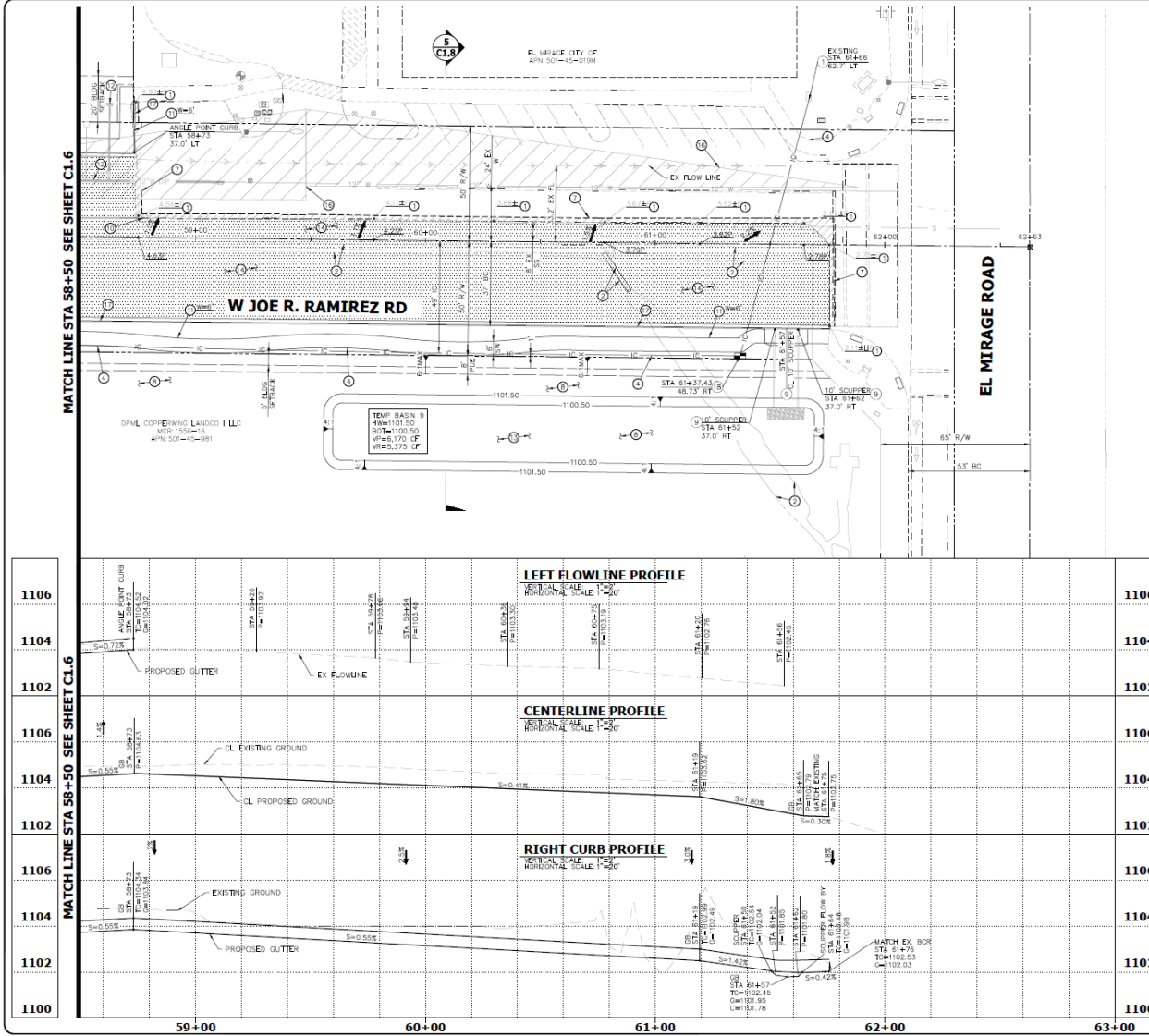


PAVING PLAN AND PROFILE FOR JOE R. RAMIREZ ROAD EXTENSION 127TH AVE TO EL MIRAGE RD EL MIRAGE, ARIZONA

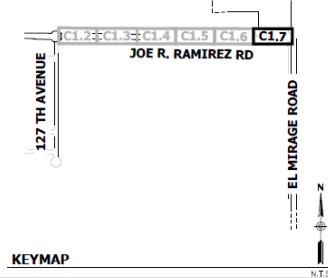
CONTRACT NO. 2023-0001
AR ZONAB11
 06/15/2023

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING AUTHORITY.

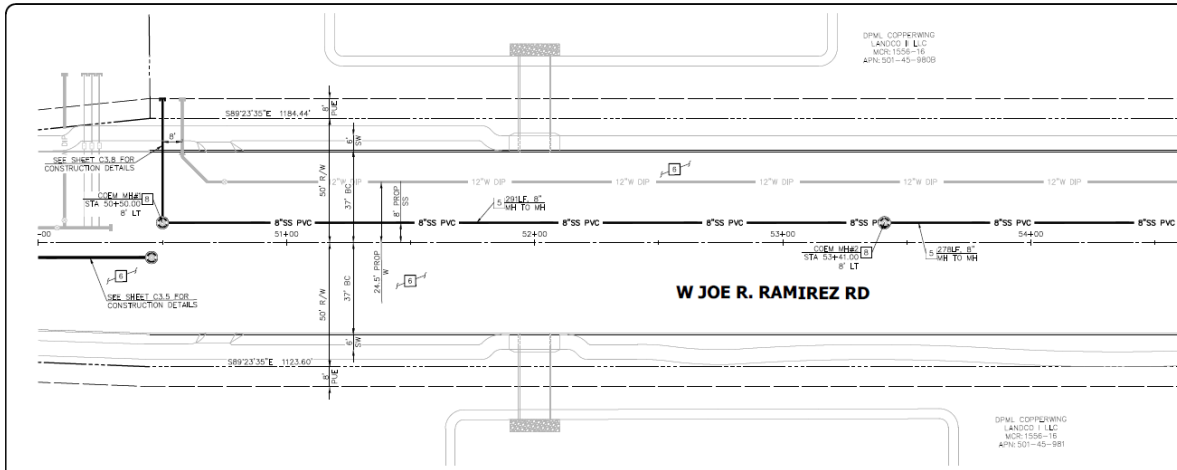
PROJECT NAME: LOGISTICS CENTER COPPERWING
 SHEET: C1.6



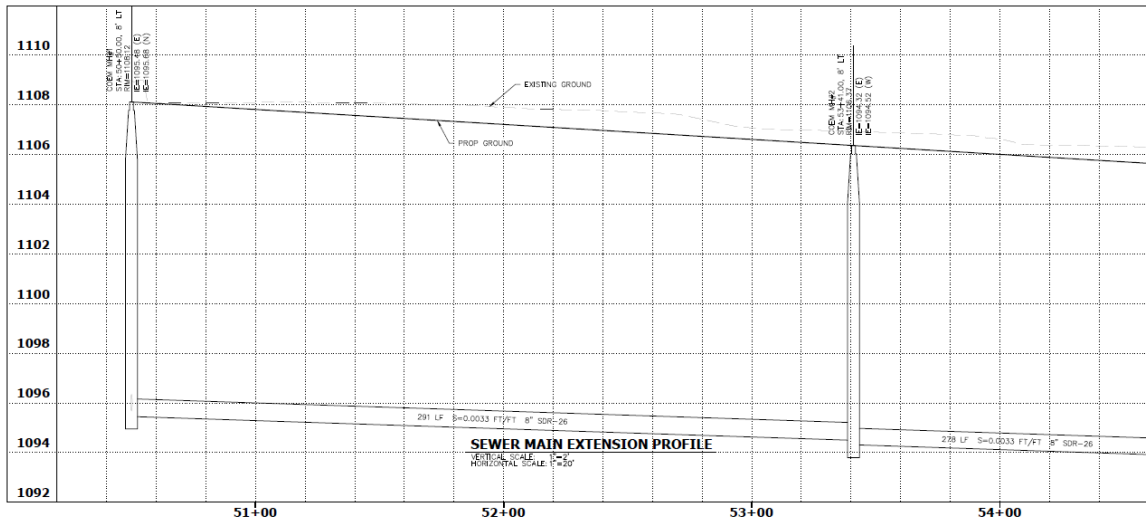
- PAVING NOTES**
- CONTRACTOR TO VERIFY ELEVATION OF EXISTING CURB, SIDEWALK OR ASPHALT AT THE IN LOCATIONS AND MATCH EXISTING. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO VERIFY EXISTING CONCRETE CHANNEL AND/OR DRAINAGE FACILITY. REPORTS OF RESULTS TO BE SUBMITTED TO THE SHEET LIGHT PLANS BY PROJECT ENGINEERS FOR CONSTRUCTION DETAILS.
 - INSTALL FOUR 1.25" INTERLOCK CONCRETE PER CDM STD DTL D4-70.
 - CONSTRUCT INDUSTRIAL RETURN TYPE CHANNEL PER CDM STD DTL D20-1 WITH AND RADIUS PER PLAN.
 - VERIFY TO EXISTE PAVING PLANS AND PROFILE (JC R. RAMIREZ ROAD BY HUNTER ENGINEERING, PROJECT NO. DERYOUD SHEETS C3.0-C3.8, FOR CONSTRUCTION DETAILS.
 - REMOVE AND REPLACE ASPHALT, SIDEWALK AND CURB & GUTTER SHALL BE MINIMUM OF 3" MINIMUM.
 - CONTRACTOR TO SPREAD 4" MINUS DECOMPOSED GRANITE OR APPROX. EQUAL WITHIN CITY LIMITS OF ROAD.
 - CONSTRUCT CURB AND GUTTER CHANNEL PER MAG STD DTL D20-1 TO 200'-2" A 200'-3" WITH 1/4" RADIUS PER PLAN. REPAIR TO BE 200'-2" WITH ONE (1) INCH PAVEMENT PER THE EXISTING PROVIDE SAFETY RAILING AT THE BALK OF SIDEWALK PER MAG STD DTL PER NOTES TO NON-ADJACENT AND PARALLEL SHOULDER (BLACK BEAR) WIDTH OF SHOULDER OPENING PER PLAN.
 - VERIFY TO EXISTE SIDEWALK EXTENSION PER PLAN (JC R. RAMIREZ-127TH AVE TO EL MIRAGE ROAD) BY HUNTER ENGINEERING PROJECT NO. DERYOUD FOR CONSTRUCTION DETAILS.
 - CONSTRUCT SIDEWALK PER MAG STD DTL D20-1 WITH PER PLAN.
 - VERIFY TO EXISTE SIDEWALK EXTENSION PER PLAN (JC R. RAMIREZ-127TH AVE TO EL MIRAGE ROAD) BY HUNTER ENGINEERING PROJECT NO. DERYOUD FOR CONSTRUCTION DETAILS.
 - CONSTRUCT RETENTION BASIN PER PLAN WITH 4" SIDE SLOVES. OVER EXCAVATE BASIN GRADES BY 1/4" AND COMPACT TO SUB MINIMUM.
 - CONSTRUCT PAVEMENT SECTION PER DETAIL 1 ON SHEET C1.1.
 - INSTALL BICYCLE EXISTENCE RAMP PER CITY OF SCOTTSDALE DTL 2247.
 - PROPOSED SIGHT DISTANCE TRIANGLE PER CDM STD D4-156.
 - CONSTRUCT CURB AND GUTTER PER MAG STD DTL D20-1 PER PLAN.
 - INSTALL NOT PULL BOX WITH EXTENSION PER CITY OF PEORIA DTL C4.01.
 - CONSTRUCT DUAL ADA ACCESSIBLE ACCESS RAMP PER MAG STD DTL D21-01.
 - CONTRACTOR TO IMPRINT FACE OF CURB WITH "PRIVATE STREET - NO CITY MAINTENANCE" LETTERS NEAREST TO BE MINIMUM OF 3'-6" WIDE.
- GENERAL NOTES**
- ALL CURB DATA GIVEN IS MEASURED FROM BACK OF CURB.
 - THESE PLANS REFLECT CONDITIONS AS THEY EXIST AT THE TIME OF DESIGN. IF EXISTING CONDITIONS HAVE CHANGED FROM THE TIME OF APPROVAL TO THE TIME OF CONSTRUCTION, THESE PLANS NEED TO BE AMENDED.
 - NOT ALL NOTES ARE USED ON THIS SHEET.



DESIGN BY: SC	DESIGN CHECKED BY: NA
CHECKED BY: TH	
DATE: _____	REVISION: _____
HUNTER ENGINEERING, INC. CIVIL AND SURVEY 10466 NORTH 74TH AVENUE SCOTTSDALE, AZ 85258 PH: 480.991.9388	
PAVING PLAN AND PROFILE FOR JOE R. RAMIREZ ROAD EXTENSION 127TH AVE TO EL MIRAGE RD EL MIRAGE, ARIZONA	
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SEQUENCE FROM THE GOVERNING AUTHORITY.	
PROJECT NAME: LOGISTICS CENTER COPPERWING	
SHEET NO.: DERYOUD C3.7 SCALE: 1"=20' C1.7	



MATCH LINE STA 54+60 SEE SHEET C3.7



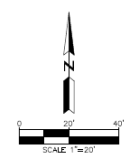
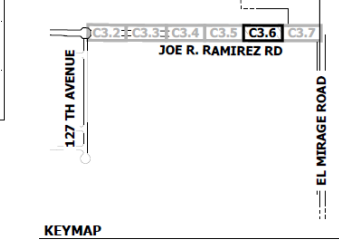
MATCH LINE STA 54+60 SEE SHEET C3.7

- EPCOR SEWER CONSTRUCTION NOTES**
- CONTRACTOR TO POT-HOLE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING SEWER MAIN PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - INSTALL 12" PVC (SDR-35) SEWER LINE PER MAG SPEC 615 AND 745. BEDDING AND BACK-FILL PER DETAIL 1. SEE SHEET C3.1. UNDERGROUND SEWER PIPE SHALL HAVE MARKING TAPE PER EPCOR STD DTL 350-1. SIZE, LENGTH AND SLOPE PER PLAN.
 - REFER TO LOGISTICS CENTER AT COPPERWING, PERMIT NO. E22-1222, FOR CONSTRUCTION DETAILS.
 - INSTALL 9" DIAMETER SEWER MANHOLE (MODIFIED FOR NO STEPS) PER MAG SPEC 405 AND MAG STD DTL 400-1, 400-2 AND 400-3 WITH 30" CAST IRON FRAME AND COVER PER MAG STD DTL 424-2. STAMPED SANITARY SEWER MANHOLES TO BE TREATED WITH INJECTED INVERT TREATMENT PER EPCOR STD DTL 100-4. RM AND INVERT PER PLAN. ADJUST MANHOLE RM TO GRADE PER MAG STD DTL 422. CONCRETE COLLAR SHALL BE CRACKED/SEALED PER CITY PAVING NOTE 2.
 - REFER TO OFFSITE WATER MAIN EXTENSION FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAILS.
 - REFER TO PAVING PLAN AND PROFILES FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAILS.
 - CONNECT PROPOSED SEWER LINE TO EXISTING MANHOLE INVERT PER PLAN.

- COEM SEWER CONSTRUCTION NOTES**
- CONTRACTOR TO POT-HOLE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING SEWER MAIN PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - MAINTAIN 2' MIN VERTICAL CLEARANCE BETWEEN CROSSING UTILITY LINES. WATER AND SANITARY SEWER SEPARATION/PROTECTION PER MAG STD DTL 401-1, 401-2 AND 401-3 WHEN REQUIRED. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - TERMINATE SEWER LINE, PLUG AND MARK FOR FUTURE CONNECTION PER MAG STD DTL 401.
 - REFER TO OFFSITE WATER MAIN EXTENSION FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAILS.
 - INSTALL 9" PVC (SDR-26) SEWER LINE PER MAG SPEC 615 AND 745. BEDDING AND BACK-FILL PER CITY DETAIL EA-406. UNDERGROUND SEWER PIPE SHALL HAVE MARKING TAPE AND TRACER WIRE PER CITY SANITARY SEWER NOTE 2.
 - REFER TO PAVING PLAN AND PROFILES FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAILS.
 - INSTALL 9" PVC (SCHEDULE 40) SEWER LINE AND TWO WAY CLEANOUT PER CITY DETAIL EA-404-1. BEDDING AND BACK-FILL PER CITY DETAIL EA-406.
 - INSTALL 9" DIAMETER SEWER MANHOLE (MODIFIED FOR NO STEPS) PER CITY DETAIL EA-403 WITH 30" CAST IRON FRAME AND COVER PER MAG STD DTL 422-3 AND CITY DETAIL EA-423. MANHOLES TO BE EPDM COATED PER CITY SANITARY SEWER NOTE 2. RM AND INVERT PER PLAN. ADJUST MANHOLE RM TO GRADE PER MAG STD DTL 422. CONCRETE COLLAR SHALL BE CRACK/SEALED PER CITY PAVING NOTE 2.
 - REFER TO AS-BUILT SEWER PLANS, PROJECT NO. DM15-W001, FOR CONSTRUCTION DETAILS.
 - CONNECT PROPOSED SEWER LINE TO EXISTING MANHOLE INVERT PER PLAN.
 - SAWCUT, REMOVE AND REPLACE ASPHALT PER CITY SANITARY NOTE 12.
 - INSTALL SEWER SERVICE LATERAL PER LOCAL STD DTL 440-1. INVERT PER PLAN.
 - CONTRACTOR TO REMOVE EXISTING SANITARY SEWER STUBS. DISPOSE OF DEBRIS PER LOCAL CODES.

NOTE:

- ALL SEWER STUBS AND LINES ARE TO BE TESTED AS PART OF THIS PROJECT.
- NO ONE SHALL ENTER A CONFINED SPACE WITHOUT THE NECESSARY TRAINING AS REQUIRED UNDER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, STANDARDS, PROCEDURES, AND REQUIREMENTS, AND PERMITS.
- PROVIDE COMPLETE AS-BUILTS AFTER INSTALLATION SHOWING PIPE SIZE, CROSSINGS, INVERTS, MANHOLES, AND RE-IN TO PUBLIC SEWER SYSTEM. SUBMIT ALL REQUIRED DOCUMENTATION UNDER SEAL AND SIGNATURE OF THE PROFESSIONAL REGISTERANT.



DATE	REVISION

DESIGN BY: SC
 DRAWN BY: NA
 CHECKED BY: TM

HUNTER
 ENGINEERING CIVIL AND SURVEY
 1046 NORTH 7TH AVENUE
 SCOTTSDALE, ARIZONA
 P 480.991.3900



**OFFSITE SEWER MAIN EXTENSION
 FOR
 JOE R RAMIREZ ROAD EXTENSION
 127TH AVE TO EL MIRAGE RD
 EL MIRAGE, ARIZONA**

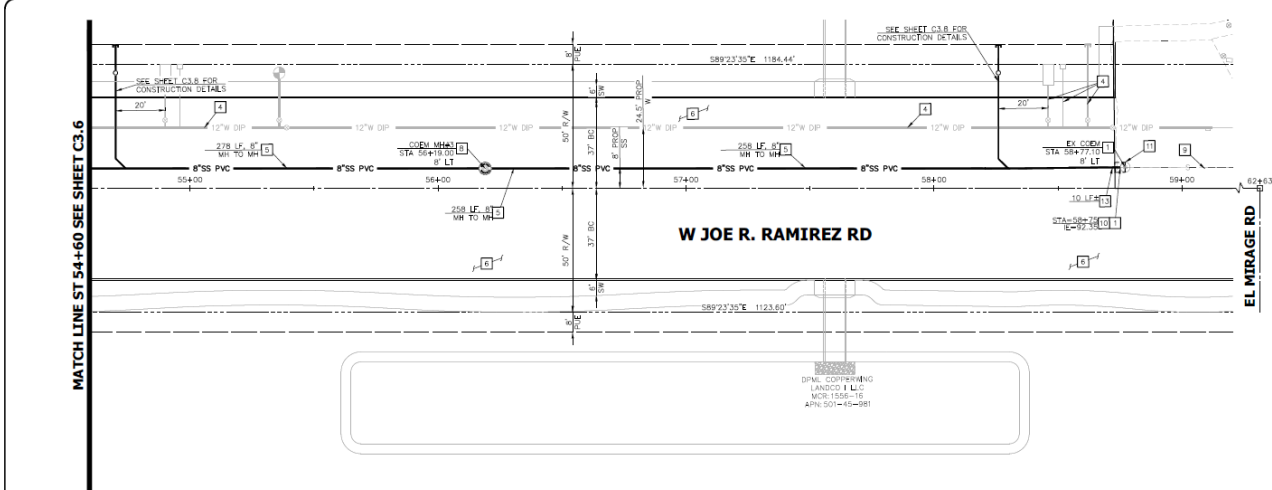
PROJECT NO. E202101
 WWW.HUNTERENR.COM
AR ZONAS11
 CIVIL ENGINEERING

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:
 LOGISTICS CENTER
 COPPERWING

RE NO.: DERY0005
 SCALE: 1\"/>

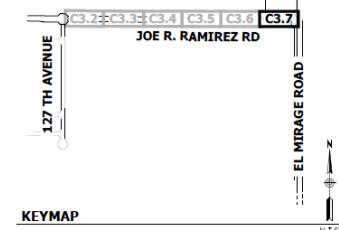
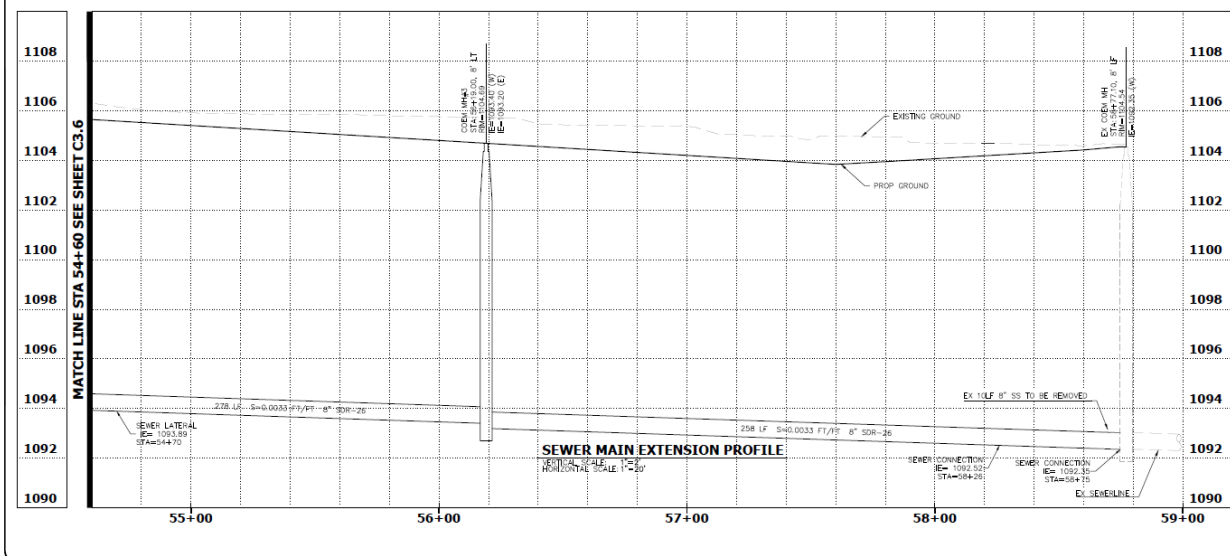
SHEET
C3.6
 7 OF 9



- EPCOR SEWER CONSTRUCTION NOTES**
- CONTRACTOR TO PROHOLE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING SEWER MAIN PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - INSTALL 12" PVC (SDR-26) SEWER LINE PER MAG SPEC 615 AND 745. BEDDING AND BACKFILL PER DETAIL 1, SEE SHEET C3.1. UNDERGROUND SEWER PIPE SHALL HAVE MARKING TAPE PER EPCOR STD DTL 350-1. SIZE, LOCATION AND SURVEY PER PLAN.
 - REFER TO LOGICENTER AT CORNERING, PERMIT NO. E22-1222, FOR CONSTRUCTION DETAIL.
 - INSTALL 6" DIAMETER SEWER MANHOLE (MODIFIED FOR NO STEPS) PER MAG SPEC 625 AND MAG STD DTL 600-1, 600-2 AND 600-3 WITH 30" CAST IRON FRAME AND COVER PER MAG STD DTL 424-2. STAMPED "SANITARY SEWER" MANHOLES TO BE TREATED WITH INSECTA INSECT TREATMENT PER EPCOR STD DTL 100-4. RIM AND INVERT PER PLAN. ADJUST MANHOLE RIM TO GRADE PER MAG STD DTL 422. CONCRETE COLLAR SHALL BE CRACK SEALER PER CITY PAVING NOTE 2.
 - REFER TO OFFSITE WATER MAIN EXTENSION FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAIL.
 - REFER TO PAVING PLAN AND PROFILES FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAIL.
 - CONNECT PROPOSED SEWER LINE TO EXISTING MANHOLE INVERT PER PLAN.

- COEM SEWER CONSTRUCTION NOTES**
- CONTRACTOR TO PROHOLE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING SEWER MAIN PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - MAINTAIN 2' MIN VERTICAL CLEARANCE BETWEEN CROSSING UTILITY LINES. WATER AND SANITARY SEWER SEPARATION/PROTECTION PER MAG STD DTL 404-1, 404-2, AND 404-3 WHEN REQUIRED. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - TEMPORARY SEWER LINE FLAG AND MARK FOR FUTURE CONNECTION PER MAG STD DTL 427.
 - REFER TO OFFSITE WATER MAIN EXTENSION FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAIL.
 - INSTALL 8" PVC (SDR-26) SEWER LINE PER MAG SPEC 615 AND 745. BEDDING AND BACKFILL PER CITY DETAIL EM-406. UNDERGROUND SEWER PIPE SHALL HAVE MARKING TAPE AND TRACER WIRE PER CITY SANITARY SEWER NOTE 19.
 - REFER TO PAVING PLAN AND PROFILES FOR JOE R RAMIREZ ROAD EXTENSION BY HUNTER ENGINEERING, SHEETS C2.2-C2.8, FOR CONSTRUCTION DETAIL.
 - INSTALL 6" PVC (SCHEDULE 40) SEWER LINE AND TWO WAY CLEANOUT PER CITY DETAIL EM-406. BEDDING AND BACKFILL PER CITY DETAIL EM-406.
 - INSTALL 6" DIAMETER SEWER MANHOLE (MODIFIED FOR NO STEPS) PER CITY DETAIL EM-425 WITH 30" CAST IRON FRAME AND COVER PER MAG STD LET 425-2 AND CITY DETAIL EM-423. MANHOLES TO BE EPOXY COATED PER CITY SANITARY SEWER NOTE 19. RIM AND INVERT PER PLAN. ADJUST MANHOLE RIM TO GRADE PER MAG STD LET 422. CONCRETE COLLAR SHALL BE CRACK SEALER PER CITY PAVING NOTE 2.
 - REFER TO AS-BUILT SEWER PLANS, PROJECT NO. DM15-W001, FOR CONSTRUCTION DETAIL.
 - CONNECT PROPOSED SEWER LINE TO EXISTING MANHOLE INVERT PER PLAN.
 - SAW-CUT, REMOVE AND REPLACE AS PAVEMENT PER CITY SEWER NOTE 15.
 - INSTALL SEWER SERVICE LATERAL PER COEM STD DTL 404-1. INVERT PER PLAN.
 - CONTRACTOR TO REMOVE EXISTING SANITARY SEWER STUB. DEPOSE OF DEBRIS PER LOCAL CODES.

- NOTE:**
- ALL SEWER STUBS AND LINES ARE TO BE TESTED AS PART OF THIS PROJECT.
 - NO ONE SHALL ENTER A CONFINED SPACE WITHOUT THE NECESSARY TRAINING AS REQUIRED UNDER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES, POLICIES, PROCEDURES, AND REQUIREMENTS, AND PERMITS.
 - PROJECT COMPLETE AS-BUILT AFTER INSTALLATION SHOWING PIPE SIZE, CROSSINGS, INVERTS, MANHOLES, AND TEAK-IN TO PUBLIC SEWER SYSTEM. SUBMIT ALL REQUIRED DOCUMENTATION UNDER SEAL AND SIGNATURE OF THE SUPERVISORIAL REPRESENTATIVE.



NO.	DATE	REVISION	BY

DESIGN BY: [Signature]
CHECKED BY: [Signature]

HUNTER ENGINEERING
1046 NORTH 74TH AVENUE
SUITE 100
SCOTTSDALE, AZ 85258
P: 480.991.5588
F: 480.991.5588

CIVIL AND SURVEY

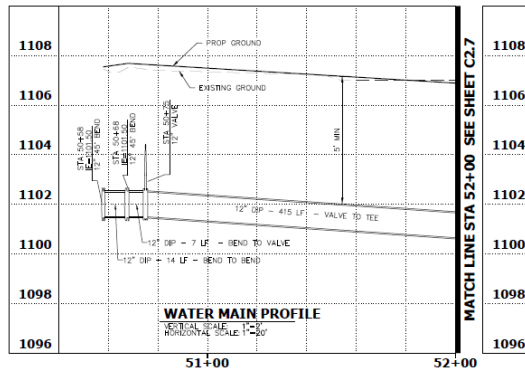
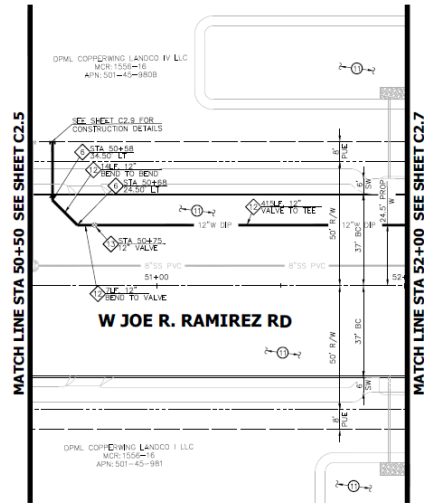
PROJECT NAME: LOGICENTER CORNERING
SHEET: C3.7
SCALE: 1"=20'
8 OF 9

OFFSITE SEWER MAIN EXTENSION FOR JOE R RAMIREZ ROAD EXTENSION 127TH AVE TO EL MIRAGE RD EL MIRAGE, ARIZONA

NOT BE USED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING AUTHORITY

ARZONAS11
ALL RIGHTS RESERVED

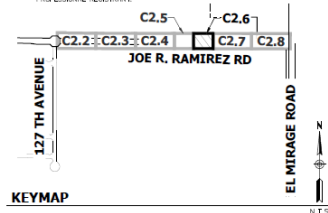
THESE PLANS ARE NOT APPLICABLE FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING AUTHORITY



- EPCOR WATER NOTES**
- CONTRACTOR TO FORMULATE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION AND OBTAINING OF ANY MATERIALS, NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - INSTALL 4\"/>

- COEM WATER NOTES**
- CONTRACTOR TO FORMULATE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION AND OBTAINING OF ANY MATERIALS, NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - INSTALL 12\"/>

- GENERAL NOTES:**
- ALL PIPE LENGTHS ARE MEASURED FITTING TO FITTING.
 - ALL WATER LINES, FIRE HYDRANTS AND VALVES ARE TO BE TESTED AS PART OF THIS PROJECT.
 - ALL MATERIALS TO BE PROPERLY RESTRAINED USING JOINT SYSTEM SUCH AS METALLOG OR AN APPROVED EQUIVALENT. (REFERENCE MAG STD DTL 303-1 AND 303-2)
 - CONTRACTOR TO MAINTAIN 4' MIN COVER FOR EPOR LINES AND 5' MIN COVER FOR CITY LINES.
 - IN ACCORDANCE WITH AAS 405-201.02, ALL MATERIALS WHICH MAY COME IN CONTACT WITH DRINKING WATER SHALL CONFORM TO THE NATIONAL SANITATION FOUNDATION STANDARDS AS SET FORTH.
 - IN ACCORDANCE WITH AAS 405-400.02, THE CONTRACTOR SHALL INSTALL UNDERGROUND SINKING TANK OR WIRE FOR ALL NON-METALIC WATER SPRING. TEST ALL WATER SPRING PER THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE SECTION 705.10 PRIOR TO INSTALL AND COVER CALL FOR INSPECTION AND WITNESS TESTING PRIOR TO CONCEALING WATER AND SPRING.
 - PROVIDE COMPLETE AS-BUILT AFTER INSTALLATION SHOWING PIPE SIZE, CROSSING POINTS, VERTICAL, HORIZONTAL AND TRENCH TO PUBLIC WATER SYSTEM. SUBMIT ALL REQUIRED DOCUMENTATION UNDER SEAL AND SIGNATURE OF THE PROFESSIONAL ENGINEER.



NO. DATE REVISION

DESIGN BY: JAC
DRAWN BY: NLA
CHECKED BY: TH

APPROVED
CITY ENGINEER
CITY OF EL MIRAGE, ARIZONA

HUNTER
ENGINEERING
CIVIL AND SURVEY
10405 NORTH 74TH AVENUE
SCOTTSDALE, ARIZONA 85260
PHONE: 480.948.3900
FAX: 480.948.3900

REGISTERED PROFESSIONAL ENGINEER
STATE OF ARIZONA
NO. 27874
EXPIRES 12/31/2025

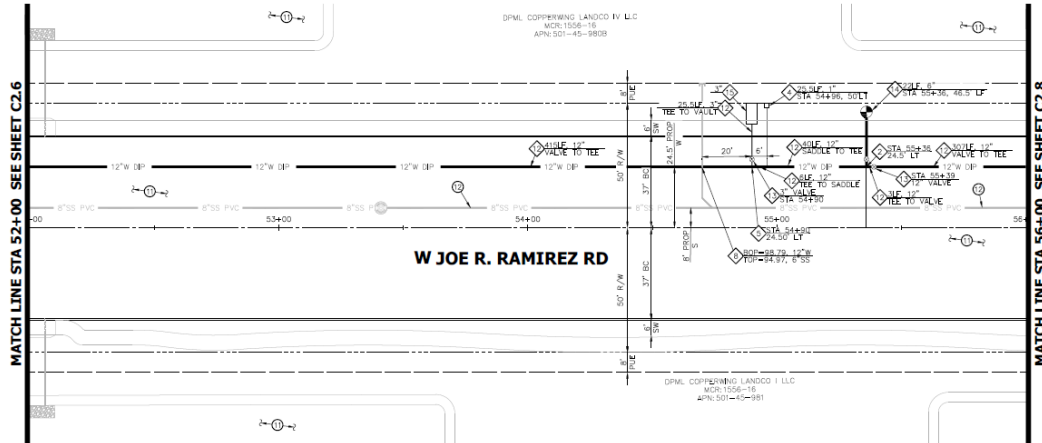
**OFFSITE WATER MAIN EXTENSION
FOR
JOE R RAMIREZ ROAD EXTENSION
127TH AVE TO EL MIRAGE RD
EL MIRAGE, ARIZONA**

PROJECT NAME:
LOGISTICS CENTER
CONFERENCING

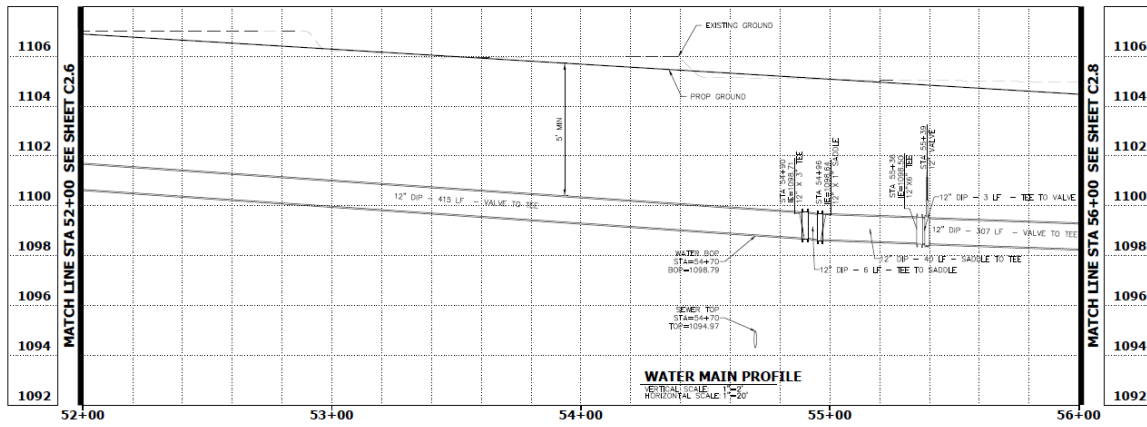
THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
SCALE: 1"=20'

**SHEET
C2.6**

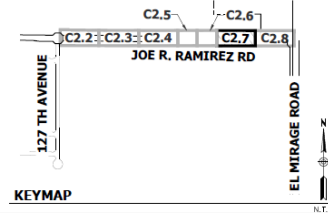
7 OF 11



- EPCOR WATER NOTES**
- CONTRACTOR TO FORTUNE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - INSTALL 12" WADSWORTH 150 LB PER EPDOR STD DTL 303-1.
 - INSTALL 12" X 8" DOUBLE IRON TEE JOINT RESTRAINT PER MAG STD DTL 303-1 AND 303-2.
 - INSTALL EPDOR DUCTILE IRON PIPE (PRESSURE CLASS 300 MIN) WITH POLYETHYLENE WRAP PER MAG SPEC 5102 AND WROUDED PIPE FROM OH DETAIL PER DETAIL C2.6 LENGTH AND SIZE PER PLAN.
 - INSTALL RESTRAINT WEDGE SADDLE GATE VALVE, VALVE BOX AND COVER PER MAG STD DTL 301-1 TYPE "A" VALVE TO BE PLACED TO CROSS TEE OR BEND WHERE APPLICABLE AND ADJUSTED TO GRADE PER MAG STD DTL 303-2. CONCRETE COLLAR TO BE CRACK SEALED PER CITY OF EL MIRAGE PAVING NOTE 2.
 - INSTALL 12" X 12" DUCTILE IRON TEE JOINT RESTRAINT PER MAG STD DTL 303-1 AND 303-2.
 - INSTALL FIVE INCH WADSWORTH PER EPDOR STD DTL 303-2 AND LOCATION OF FIVE RESTRAINT PER COEM STD DTL EN-302. INSTALL PAVEMENT MARKER PER MAG STD DTL 122.
 - REMOVE CURB BLOWOFF AND CONNECT TO EXISTING WATERLINE.
 - SEE OFFSITE WATER MAIN EXTENSION PLAN FOR LOCATION OF COPPERING. ALL OFFSITE WORK SHALL BE ORDERING FOR CONSTRUCTION DETAILS.
 - SEE OFFSITE WATER MAIN EXTENSION PLAN FOR LOCATION OF COPPERING. CO-105-6 BY HUNTER ENGINEERING FOR CONSTRUCTION DETAILS.
 - SEE PAVING PLANS FOR THE 4" POLYETHYLENE WRAP PER MAG SPEC 5102. MESSAGE ROAD, CO-107-7 BY HUNTER ENGINEERING FOR CONSTRUCTION DETAILS.
 - REFER TO OFFSITE WATER MAIN EXTENSION USE 4" MESSAGE BY HUNTER ENGINEERING, SHEET CO-103-7 FOR CONSTRUCTION DETAILS.
 - INSTALL CURB STOP PER EPDOR STD 300-1 AND MAG SPEC 810-4.
 - INSTALL COPPER WATER SERVICE CONNECTION PER EPDOR STD DTL 342, SIZE AND LENGTH PER PLAN.
 - INSTALL BLOWOFF PER EPDOR STD DTL 300-1.
 - CONTRACTOR TO INSTALL UTILITY WADSWORTH RATE BOX PER MAG STD DTL 300-1 AND 300-2.
- COEM WATER NOTES**
- CONTRACTOR TO FORTUNE AND VERIFY EXACT LOCATION, SIZE AND INVERT ELEVATION OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - INSTALL 12" X 8" DUCTILE IRON TEE JOINT RESTRAINT PER MAG STD DTL 303-1 AND 303-2.
 - REMOVE CURB BLOWOFF AND CONNECT TO EXISTING WATERLINE.
 - INSTALL 1" LANGSHIRE SERVICE LINE AND WADSWORTH PER CITY DETAIL CO-305. SHUT OFF CORP STOP AS NO METERS WILL BE INSTALLED.
 - INSTALL 12" X 8" DUCTILE IRON TEE JOINT RESTRAINT PER MAG STD DTL 303-1, 303-2, AND THROTT BLOCKS PER MAG STD DTL 360.
 - INSTALL 12" X 4" DUCTILE IRON TEE JOINT RESTRAINT PER MAG STD DTL 303-1 AND 303-2, AND THROTT BLOCKS PER MAG STD DTL 360.
 - INSTALL 12" X 4" DUCTILE IRON TEE JOINT RESTRAINT PER MAG STD DTL 303-1 AND 303-2, AND THROTT BLOCKS PER MAG STD DTL 360.
 - MAINTAIN 4" MIN VERTICAL CLEARANCE BETWEEN CROSSING UTILITY LINES, WATER AND SANITARY SERVICE SEPARATION/PROTECTION PER MAG STD DTL 404-1, 404-2, AND 404-3. MINOR REQUIRED. VERTICAL ALIGNMENT OF WATER MAIN PER CITY DETAIL EN-310. NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - INSTALL SERVICES PER PLAN, SEE PER PLAN.
 - SANICIT, REMOVE AND REPLACE AS PER CITY NOTE 21.
 - INSTALL BLOWOFF PER MAG STD DTL 300-1, TYPE "A".
 - INSTALL BLOWOFF PER MAG STD DTL EN-302 FOR NON-TURBINE AREAS.
 - INSTALL CITY LINE PER PIPE (PRESSURE CLASS 300 MIN) WITH POLYETHYLENE WRAP PER MAG SPEC 5102 AND PIPE FROM OH DETAIL PER DETAIL C2.6 LENGTH AND SIZE PER PLAN.
 - INSTALL RESTRAINT WEDGE SADDLE GATE VALVE, VALVE BOX AND COVER PER MAG STD DTL 301-1 TYPE "A" AND ADJUSTED TO GRADE PER MAG STD DTL 303-2. CONCRETE COLLAR TO BE CRACK SEALED PER CITY PAVING NOTE 2, SIZE PER PLAN.
 - INSTALL FIVE INCH WADSWORTH PER EPDOR STD DTL 303-2 AND LOCATION OF RESTRAINT PER CITY DETAIL EN-302. INSTALL PAVEMENT MARKER PER MAG STD DTL 122.
 - INSTALL WADSWORTH PER COEM STD DTL EN-302, MODIFIED TO BE WITHIN THE VALVE NO METERS WILL BE INSTALLED.
 - INSTALL WATER SERVICE CONNECTION PER COEM STD DTL EN-305, SIZE PER PLAN.



- GENERAL NOTES:**
- ALL PIPE LENGTHS ARE MEASURED FITTING TO FITTING.
 - ALL PIPE LINES, PIPE RESTRAINTS AND STUDS ARE TO BE TESTED AS PART OF THIS PROJECT.
 - ALL MATERIALS TO BE PROVENLY REQUIREMENTS USING JOINT SYSTEM SUCH AS METALING OR AN APPROVED EQUIVALENT REFERENCE MAG STD DTL 303-1 AND 303-2.
 - CONTRACTOR TO MAINTAIN 4" MIN COVER FOR EPDOR LINES AND 5" MIN COVER FOR CITY LINES.
 - IN ACCORDANCE WITH MAG SPEC 4-711, ALL MATERIALS WHICH MAY COME IN CONTACT WITH RUNNING WATER SHALL CONFORM TO THE NATIONAL SANITATION FOUNDATION STANDARDS 80 AND 81.
 - IN ACCORDANCE WITH MAG SPEC 4-604-303-2, THE CONTRACTOR SHALL INSTALL UNDERGROUND LOCATING TAPE OR WIRE FOR ALL NON-METALLIC WATER PIPING.
 - TEST ALL WATER PIPING PER THE JOINT SYSTEM OF THE INTERNATIONAL PLUMBING CODE SECTION 105, PRIOR TO BACKFILL AND COVER. CALL FOR INSPECTION AND WITNESS TESTING PRIOR TO CONCEALING WATER AND OTHER PIPING.
 - PROVIDE COMPLETE AS-BUILTS AFTER INSTALLATION SHOWING PIPE SIZE, CROSSING ELEVATION, METER HP, AND REACH TO PUBLIC WATER SYSTEM. SUBMIT ALL REQUIRED DOCUMENTATION UNDER SEAL AND SIGNATURE THE PROFESSIONAL RESTRAINT.



DESIGN BY: SS	DATE: 10/20/20
DRAWN BY: MA	REVISION: 1
CHECKED BY: TH	DATE: 10/20/20
PROJECT: 127TH AVENUE ROAD EXTENSION	SHEET: C2.7
PROJECT NAME: LOGISTIC CENTER COPPERING	SCALE: 1"=20'
REVISIONS:	NO. DATE REVISION BY:
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