

RESOLUTION NO. 2023-2302

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID DEVELOPMENT AGREEMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fulton Homes Corporation, The Mayor and Council of the city of Goodyear find the approval of the Third Amendment to the Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation, and the city of Goodyear, an Arizona municipal corporation, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the Third Amendment to the Infrastructure Development Agreement for Project 10-11 ("Owner" or "Fulton Homes") owns approximately 156 acres of land generally located at the southeast corner of Estrella Parkway and Yuma Road that is being developed as Fulton Homes at Ballpark Village (the "Property"); and

WHEREAS, on April 18, 2022, the Mayor and Council of the City of Goodyear adopted Ordinance No. 2022-1535, re-zoning the Property to the Planned Area Development (PAD) Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village Planned Area Development (March 2022) as amended by the conditions and stipulations of approval set forth in Ordinance No. 2022-1535; and.

WHEREAS, Fulton Homes is required, pursuant to certain conditions and stipulations of approval in Ordinance No. 2022-1535 to construct and/or make various payments for public infrastructure along the section of Yuma Road located along the frontage of the Property; and

WHEREAS, Fulton Homes is willing to construct a culvert over Bullard Wash on W. Yuma Road and a full traffic signal at the intersection of W. Yuma Road and S. Goodyear Boulevard East for which Fulton Homes would otherwise be responsible for making only an in-lieu payment based on Fulton Home's proportionate share of the costs of such improvements subject to the City's agreement to reimburse it for the proportionate share of the costs of the improvements for which Fulton Homes is not responsible; and

WHEREAS, Fulton Homes is also willing to construct road improvements to sections of Yuma Road that are not along the frontage of its Property subject to the City's agreement to reimburse it for the costs incurred in doing so; and

WHEREAS, the City is desirous of minimizing scalloped streets and of avoiding disruptions to the traveling public that results from the piecemeal construction of major arterials such as Yuma Road; and

WHEREAS, the Development Agreement for Fulton Homes at Ballpark Village is intended to address Fulton Home's obligations related to the construction of or payment toward the costs of public infrastructure along the frontage of or adjacent to the Property and the terms pursuant to which Fulton Homes will complete the construction of public infrastructure improvements for which Fulton Homes is not 100% responsible for constructing; and

WHEREAS, Fulton Homes and the City intend this Development Agreement for Fulton Homes at Ballpark Village to be a development agreement within the meaning of A.R.S. § 9-500.05 that binds Fulton Homes and all future owners of all or any portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the city of Goodyear find the approval of the Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona corporation and the City of Goodyear, an Arizona municipal corporation, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the Development Agreement for Fulton Homes at Ballpark Village.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement for Fulton Homes at Ballpark Village attached hereto as Exhibit 1.

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Development Agreement for Fulton Homes at Ballpark Village, including authorizing the construction of any or all of the improvements identified in the Development Agreement for Fulton Homes at Ballpark Village for which the City would be obligated to provide reimbursements if constructed by Fulton Homes Corporation provided such expenditures have been authorized by the City Council at the time of such authorization.

SECTION 4. Unless referred to the voters as provided by law, Resolution 2023-2302 shall be effective thirty (30) days after its adoption by the Mayor and Council of the City of Goodyear. If referred to the voters, Resolution 2023-2302 shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

Exhibit 1

Development Agreement for Fulton Homes at Ballpark Village

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE

This Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona corporation and the City of Goodyear, an Arizona municipal corporation is entered into this ____ day of April, 2023.

RECITALS

A. WHEREAS, Fulton Homes Corporation, an Arizona corporation owns approximately 156 acres of land generally located at the southeast corner of Estrella Parkway and Yuma Road commonly known as Fulton Homes at Ballpark Village as more particularly described in Exhibit A attached hereto and incorporated herein by this reference as if fully set forth herein (the “Property”).

B. WHEREAS, on April 18, 2022, the Mayor and Council of the City of Goodyear adopted Ordinance No. 2022-1535, re-zoning the Property to the Planned Area Development (PAD) Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village Planned Area Development (March 2022) as amended by the conditions and stipulations of approval set forth in Ordinance No. 2022-1535.

C. Pursuant to the terms of Ordinance No. 2022-1535, the Owner of the Property is required to dedicate various property interests, construct various infrastructure improvements unless constructed by others, and make various in-lieu payments including, but not limited to, the following:

- a. Full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial, as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting.

- b. If the improvements to Yuma Road described above have been completed or are being completed by the others when development occurs on the Property, Owner is required to remit a reimbursement payment for the costs incurred in the design and construction of such improvements or the City Engineer's estimated costs of the improvements if the improvements have not been completed.
- c. Full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping.
- d. Unless Owner constructs the full median with full median landscaping within the section of W. Yuma Road along the frontage of the Property, Owner is required to remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median within the section of W. Yuma Road along or adjacent to the frontage of the Property.
- e. Owner is required to either construct full traffic signals, or remit to the city in-lieu payments for a proportionate share of the costs of full traffic signals at the various intersections identified in Ordinance No. 2022-1535 and at other intersections adjacent to the Property when identified as being needed in any updated approved Traffic Impact Analysis submitted in connection with the development of the Property. One of those signals is the signal at the intersection at W. Yuma Road and S. Goodyear Boulevard East. With respect to that traffic signal, Owner is responsible for the costs of 50% of the full traffic signal (four legs) or for constructing the full traffic signal subject to a reimbursement from the City of 50% of the cost of the full traffic signal.
- f. Owner is required to relocate or replace existing traffic signal improvements (the existing pole and mast arm) to its ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and to make any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations.
- g. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner

is required to remit an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge.

D. WHEREAS, the City is desirous of minimizing scalloped streets and of avoiding disruptions to the traveling public that results from the piecemeal construction of major arterials such as Yuma Road.

E. WHEREAS, subject to the terms and conditions set forth in this Agreement, Owner is willing to undertake the construction of certain infrastructure improvements for which Owner would not be responsible for constructing and/or for which Owner is only partially responsible.

F. WHEREAS, this Agreement is intended to address Owner's obligations with respect to Yuma Road, the Yuma Road Bridge, and the traffic signals at the intersections of W. Yuma Road/S. Goodyear Blvd East and W. Yuma Road/S. Estrella Parkway.

G. WHEREAS, Owner and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. **DEFINITIONS:** Capitalized Terms not defined elsewhere in this Agreement are defined as follows:

2.1. "Agreement" means this Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, and Arizona corporation and the City of Goodyear, an Arizona municipal corporation, as it may be amended, restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto.

2.2. "City" means the City of Goodyear, an Arizona municipal corporation.

2.3. "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes,

by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City (currently Chapter 15 of the Goodyear City Code), the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies (the "Engineering Design Standards") as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.4. "Final Cost Estimate" means the updated Preliminary Cost Estimate approved by the City Engineer or his/her designee as set forth in Section 6.3.2.

2.5. "Final Plans - Reimbursable Yuma Road Improvements" means the City-approved construction plans for the Reimbursable Yuma Road Improvements, which shall generally be in conformance with that certain document titled Preliminary Yuma Road Arch Culvert Design prepared by EPS Group, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, approved by the City Engineer or his/her designee.

2.6. "Fulton Homes Yuma Road Improvements – Phase 1" means the full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property between Estrella Parkway and the Goodyear Blvd alignment required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Fulton Homes Yuma Road Improvements – Phase 1 also includes the relocation of utilities, including undergrounding of utilities (as may be required) and the relocation of existing traffic signal infrastructure at the intersection of Estrella Parkway and Yuma Road, as may be needed for the construction of the full street improvements (north half and south half) for the section of W. Yuma Road from Estrella Parkway to the Goodyear Blvd alignment required for a Scenic Arterial.

2.7. "Fulton Homes Yuma Road Improvements – Phase 2" means the full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property from the Goodyear Blvd alignment to the western boundary of the Bullard Wash for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed including, but not limited to the construction of ½ the median and ½ median landscaping, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Fulton Homes Yuma Road Improvements – Phase 2 also includes the relocation of utilities as may be needed for the construction of the full half-street improvements for north half of the section of W. Yuma Road from the Goodyear Blvd alignment to the western boundary of the Bullard Wash required for a scenic arterial.

2.8. "Goodyear Blvd./Yuma Road Traffic Signal" means a full traffic signal (traffic signal improvements at all four corners of the intersection) at the intersection of the Goodyear Boulevard East alignment and West Yuma Road as required in the Engineering Design Standards in effect when the traffic signal is constructed.

2.9. “Owner” means Fulton Homes Corporation, an Arizona corporation and its Successors and Assigns.

2.10. “Parties” means Owner and the City collectively.

2.11. “Party” means Owner or the City individually.

2.12. “Phase 1A Property” means the portion of the Property identified as Phase 1A in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in red.

2.13. “Phase 1B Property” means the portion of the Property identified as Phase 1B in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in light blue.

2.14. “Phase 2 Property” means the portion of the Property identified as Phase 2 in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in yellow.

2.15. “Phase 3 Property” means the portion of the Property identified as Phase 3 in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in green.

2.16. “Preliminary Cost Estimate” means the Yuma Road Arch Culvert Preliminary Cost Estimate prepared by EPS Group, a copy of which is attached hereto as Exhibit D and incorporated herein by this reference as if fully set forth herein.

2.17. “Reimbursable Yuma Road Improvements” means the Yuma Road Bridge, and full half-street improvements for the north half of the section of W. Yuma Road from the Goodyear Blvd alignment, including the Goodyear Blvd intersection, to the western boundary of the Bullard Wash, and full street (both the north and south sides of W. Yuma Road) improvements for the section of W. Yuma Road between the eastern boundary of the Bullard Wash and approximately 550 feet east of the eastern boundary of the Bullard Wash required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, including but not limited to the median and median landscaping, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Reimbursable Yuma Road Improvements also include the relocation of utilities as may be needed for the construction of the Reimbursable Yuma Road Improvements, as well as design, bonding, and warranty costs.

2.18. “Successors and Assigns” means any person or entity that succeeds to or is assigned any interest in all or part of the Property except as provided in Section 12 below.

2.19. “Yuma Road Bridge” means a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to the 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development.

3. **EFFECTIVE DATE.** The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council as provided in Section 27 below are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties, and (ii) the date the Resolution approving this Agreement becomes effective, such later date hereafter defined as the “Effective Date.”

4. **EXPIRATION DATE.** This Agreement shall expire after the obligations of the Parties have been fully satisfied, at which time the Parties shall execute and cause to be recorded a formal termination of this Agreement following the written request by Owner. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

GENERAL DEVELOPMENT OBLIGATIONS

5. **OWNER’S GENERAL OBLIGATIONS.** The following General Obligations apply to the development of the Property:

5.1. **OWNER’S OBLIGATION.** Except as otherwise expressly provided in this Agreement, any stipulation of approval by the Mayor and Council of the City of Goodyear, and/or any other written agreement between the City and Owner approved by the Mayor and Council of the City of Goodyear, and as a condition of development of the Property, Owner shall, at its sole cost, purchase all capital equipment, and design, install, and construct all public infrastructure, within the boundaries of the Property and outside the boundaries of the Property as required in applicable Development Regulations, and as may be determined by the City Engineer or his/her designee as being reasonably necessary for the City to serve the Property based on approved studies and analysis required in the applicable Development Regulations, such as utility studies and traffic impact studies/analysis, at all phases of development through build-out. In addition, and except as otherwise expressly provided in this Agreement, any stipulation of approval by the Mayor and Council of the City of Goodyear, and/or any other written agreement between the City and Owner approved by the Mayor and Council of the City of Goodyear, and as a condition of development of the Property, Owner shall, at its sole cost convey, lien free, all rights-of-way and easements needed for the construction of public infrastructure Owner is required to construct.

5.2. **DEVELOPMENT REGULATIONS.** Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific Development Application is

approved, whichever is later. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the application is approved.

5.3. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure that may be required by Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

5.4. FUTURE CONDITIONS and APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

6. OWNER'S SPECIFIC OBLIGATIONS. The following specific obligations apply to the development of the Property with respect to Owner's obligations for Yuma Road

(including the traffic signal at the intersection of W. Yuma Road/S. Estrella Parkway), the Yuma Road Bridge and the Goodyear Blvd./Yuma Road Traffic Signal.

6.1. FULTON HOMES YUMA ROAD IMPROVEMENTS – PHASE 1.
Owner's obligations for the Fulton Homes Yuma Road Improvements – Phase 1 are as follows:

6.1.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Fulton Homes Yuma Road Improvements – Phase 1. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner's construction of the Fulton Homes Yuma Road Improvements – Phase 1 or upon the written request by the City, whichever is earlier.

6.1.2. Unless constructed or being constructed by others, Owner shall, at Owner's sole cost and expense, construct the Fulton Homes Yuma Road Improvements – Phase 1. Owner shall construct the Fulton Homes Yuma Road Improvements – Phase 1 as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 1A Property, Phase 1B Property or Phase 2 Property. Except for model homes, no temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 1A Property, Phase 1B Property or Phase 2 Property until the Fulton Homes Yuma Road Improvements – Phase 1 have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.1.3. Owner shall remit an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median within the section of Yuma Road along or adjacent to the frontage of the Property between Estrella Parkway and the Goodyear Blvd alignment. The in-lieu payment shall be one-half the actual costs incurred in the design and construction of the full median and full median landscaping if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat including all or part of the Phase 1A Property, Phase 1B Property or Phase 2 Property or the issuance of construction permits for work within the Phase 1A Property, Phase 1B Property or Phase 2 Property, whichever is earlier.

6.1.4. If the Fulton Homes Yuma Road Improvements – Phase 1 have been constructed or are being constructed by others when Owner seeks to record a final plat that includes all or part of the Phase 1A Property, Phase 1B Property or Phase 2 Property, Owner shall remit an in-lieu payment for one hundred percent (100%) of the cost of the Fulton Homes Yuma Road Improvements – Phase 1. The in-lieu payment shall be the actual costs incurred in the design and construction of the Fulton Homes Yuma Road Improvements – Phase 1 if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation

of the first final plat that includes any part of the Phase 1A Property, Phase 1B Property or Phase 2 Property.

6.1.5. Unless the Fulton Homes Yuma Road Improvements – Phase 1 have been constructed or are being constructed by others, prior to recording a final plat that includes all or part of Phase 1A Property, Phase 1B Property or Phase 2 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Fulton Homes Yuma Road Improvements – Phase 1 and the financial assurances shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation.

6.2. FULTON HOMES YUMA ROAD IMPROVEMENTS – PHASE 2. Owner's obligations for the Fulton Homes Yuma Road Improvements – Phase 2 are as follows:

6.2.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Fulton Homes Yuma Road Improvements – Phase 2. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner's construction of the Fulton Homes Yuma Road Improvements – Phase 2 or upon the written request by the City, whichever is earlier.

6.2.2. Unless constructed or being constructed by others, Owner shall, at Owner's sole cost and expense, construct the Fulton Homes Yuma Road Improvements – Phase 2. Owner shall construct the Fulton Homes Yuma Road Improvements – Phase 2 as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property. No temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 2 Property and/or the Phase 3 Property until the Fulton Homes Yuma Road Improvements – Phase 2 have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.2.3. If the Fulton Homes Yuma Road Improvements – Phase 2 have been constructed or are being constructed by others when Owner seeks to record a final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property, Owner shall remit an in-lieu payment for one hundred percent (100%) of the cost of the Fulton Homes Yuma Road Improvements – Phase 2. The in-lieu payment shall be the actual costs incurred in the design and construction of the Fulton Homes Yuma Road Improvements - Phase 2 if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property and/or the Phase 3 Property.

6.2.4. Unless the Fulton Homes Yuma Road Improvements – Phase 2 have been constructed or are being constructed by others, prior to recording a final plat that

includes all or part of the Phase 2 Property and/or Phase 3 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Fulton Homes Yuma Road Improvements – Phase 2 and the financial assurances shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation.

6.3. REIMBURSABLE YUMA ROAD IMPROVEMENTS. Owner's obligations for the Reimbursable Yuma Road Improvements are as follows:

6.3.1. Unless constructed, being constructed by others, or the City is unable to secure the necessary right-of-way and/or easements outside of the boundaries of the Property needed for the construction of the Reimbursable Yuma Road Improvements pursuant to Section 7.1 below, Owner shall, after receiving a Notice to Proceed with the Reimbursable Yuma Road Improvements pursuant to Section 7.2, construct the Reimbursable Yuma Road Improvements pursuant to the Final Plans - Reimbursable Yuma Road Improvements approved by the City Engineer or his/her designee. Except as otherwise provided in this Agreement, Owner shall construct the Reimbursable Yuma Road Improvements as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property. If Owner receives a Notice to Proceed with the Reimbursable Yuma Road Improvements from the City pursuant to Section 7.2, no temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 2 Property and/or the Phase 3 Property until the Reimbursable Yuma Road Improvements have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.3.2. Prior to the City's issuance of a Notice to Proceed with the construction of the Reimbursable Yuma Road Improvements pursuant to Section 7.2 below and its issuance of a permit that includes the Reimbursable Yuma Road Improvements, Owner shall update the Preliminary Cost Estimate to reflect the estimate of the cost of the Reimbursable Yuma Road Improvements based on the Final Plans – Reimbursable Yuma Road Improvements and associated contractor bid(s) (the "Final Cost Estimate"). The Preliminary Cost Estimate shall not be updated to the Final Cost Estimate until Owner has a firm and guaranteed quote for the cost of the Reimbursable Yuma Road Improvements. The Final Cost Estimate shall include a separate, additional twenty percent (20%) contingency amount to cover unanticipated additional costs, including but not limited to, change orders, resulting from unexpected, yet required improvements not shown on the Final Plans – Reimbursable Yuma Road Improvements (the "Contingency Amount"). Within thirty (30) days of the date Owner submits the Final Cost Estimate to the City, it shall be approved by the City Engineer or his/her designee. This Final Cost Estimate shall establish the allocation of the costs of the Reimbursable Yuma Road Improvements, including an allocation of the Contingency Amount if used and the Final Cost Estimate plus the Contingency Amount shall establish the maximum reimbursement available to Owner for the costs of the Reimbursable Yuma Road Improvements for which Owner is entitled to reimbursement (i.e. the portion of the costs attributable to Centerra Village, SE Corner and NE Corner) (the "Maximum Reimbursement Amount"). All change orders and/or additional costs incurred by Owner which

will be reimbursed under the Contingency Amount shall require review and approval of the City Engineer or his/her designee, which approval shall not be unreasonably withheld.

6.3.3. If the Yuma Road Bridge has been constructed, is being constructed by others, or the City is unable to secure the right-of-way and/or easements required outside of the boundaries of the Property pursuant to Section 7.1 below when Owner seeks to record a final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property, or if Owner is relieved of the obligations to construct the Reimbursable Yuma Road Improvements pursuant to Section 7.2, Owner shall remit an in-lieu payment for the cost of the Yuma Road Bridge. The in-lieu payment shall be twenty-five percent (25%) of the actual costs incurred in the design and construction of the Yuma Road Bridge if it has been completed or the City Engineer's estimated costs of the improvements if it has not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property and/or the Phase 3 Property.

6.3.4. Unless Owner is relieved of the obligations to construct the Reimbursable Yuma Road Improvements pursuant to Section 7.2, prior to recording a final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Reimbursable Yuma Road Improvements, which shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation.

6.4. GOODYEAR BLVD/YUMA ROAD TRAFFIC SIGNAL. Owner's obligations for the Goodyear Blvd/Yuma Road Traffic Signal are as follows:

6.4.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Goodyear Blvd/Yuma Road Traffic Signal. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner's construction of the Goodyear Blvd/Yuma Road Traffic Signal or upon the written request by the City, whichever is earlier.

6.4.2. Unless constructed, being constructed by others, or the City is unable to secure the necessary right-of-way and/or easements outside of the boundaries of the Property pursuant to Section 7.1 below, or the City does not issue a Notice to Proceed for the construction of the Goodyear Blvd/Yuma Road Traffic Signal pursuant to Section 7.2, Owner shall, after receiving a Notice to Proceed with the construction of the Goodyear Blvd/Yuma Road Traffic Signal pursuant to Section 7.2, construct the Goodyear Blvd/Yuma Road Traffic Signal. If Owner receives a Notice to Proceed for the Goodyear Blvd/Yuma Road Traffic Signal from City, no temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 2 Property or Phase 3 Property until the Goodyear Blvd/Yuma Road Traffic Signal has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.4.3. Prior to the City's issuance of a Notice to Proceed for the construction of the Goodyear Blvd/Yuma Road Traffic Signal and its issuance of a permit that includes the Goodyear Blvd/Yuma Road Traffic Signal, Owner shall, at the request of the City Engineer or designee, provide the City with an estimate of the cost of the Goodyear Blvd/Yuma Road Traffic Signal based on final City-approved construction drawings and associated contractor bid(s) (the "Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate"). The Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate shall include a separate, additional ten percent (10%) contingency amount to cover unanticipated additional costs, including, but not limited to, change orders resulting from unexpected, yet required improvements not shown on the approved construction drawings for the Goodyear Blvd/Yuma Traffic Signal (the "Traffic Signal Contingency Amount"). If the construction of the Goodyear Blvd/Yuma Road Traffic Signal is included in the same contract for the construction of the Reimbursable Yuma Road Improvements the costs, including the Traffic signal Contingency Amount, shall be treated and accounted for as a separate line item. Within thirty (30) days of the date Owner submits the Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate, it shall be approved by the City Engineer or his/her designee. The Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate plus the Traffic Signal Contingency Amount shall establish the maximum cost for the Goodyear Blvd/Yuma Road Traffic Signal upon which the City's reimbursement obligation will be calculated. All change orders and/or additional costs incurred by Owner which will be reimbursed under the Traffic Signal Contingency Amount shall require review and approval of the City Engineer or his/her designee, which approval shall not be unreasonably withheld.

6.4.4. If the Goodyear Blvd/Yuma Road Traffic Signal has been constructed, is being constructed by others, or the City is unable to secure the necessary right-of-way and/or easements outside of the boundaries of the Property pursuant to Section 7.1 below or if the City fails to issue a Notice to Proceed for the Goodyear Blvd/Yuma Road Traffic Signal when Owner is required to construct the signal, Owner shall remit an in-lieu payment for fifty percent (50%) of the cost of the Goodyear Blvd/Yuma Road Traffic Signal. The in-lieu payment shall be the actual costs incurred in the design and construction of the Goodyear Blvd/Yuma Road Traffic Signal if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property or Phase 3 Property.

6.5. TRAFFIC SIGNAL FINANCIAL ASSURANCE. Unless the Goodyear Blvd/Yuma Road Traffic Signal has been constructed, is being constructed by others, or Owner is relieved of the obligations to construct the Goodyear Blvd/Yuma Road Traffic Signal pursuant to Section 7.2, Owner shall provide financial assurances in the full amount of the estimated cost of the Goodyear Blvd/Yuma Road Traffic Signal and the financial assurances shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect when a permit for the construction of the Goodyear Blvd/Yuma Road Traffic Signal is issued.

7. CITY'S OBLIGATIONS. The following specific obligations apply with respect to the City's obligations for Yuma Road, the Yuma Road Bridge and the Goodyear Blvd/Yuma Road Traffic Signal:

7.1. CITY RIGHT-OF-WAY OBLIGATIONS. Prior to issuing to Owner Notice(s) to Proceed pursuant to Section 7.2 below, the City shall be responsible for acquiring, at its sole cost and expense, all right-of-way and/or easements located outside the boundaries of the Property needed for the construction of the Reimbursable Yuma Road Improvements and the Goodyear Blvd/Yuma Road Traffic Signal and for providing Owner, at no cost to Owner, access to such right-of-way and/or easements.

7.2. NOTICES TO PROCEED. Owner's obligation to construct the Reimbursable Yuma Road Improvements and the Goodyear Blvd/Yuma Road Traffic Signal is contingent upon the City's commitment to pay for such improvements. Because the timing for the construction of the Reimbursable Yuma Road Improvements and the Goodyear Blvd/Yuma Road Traffic Signal is open ended and the future costs of construction of such improvements cannot be ascertained with any certainty, the City cannot commit that the funding needed for such reimbursements will be available when Owner is prepared to or required to construct the improvements. Accordingly, within thirty (30) days of the date the City Engineer or his/her designee approves the Final Cost Estimate the City Engineer or his/her designee shall notify Owner in writing whether to proceed with the construction of the Reimbursable Yuma Road Improvements and/or the Goodyear Blvd/Yuma Road Traffic Signal based on the Final Cost Estimate (the "Notice to Proceed"). If Owner does not receive a Notice to Proceed within the time period provided herein, Owner shall have no obligation to construct the Reimbursable Yuma Road Improvements and/or the Goodyear Blvd/Yuma Road Traffic Signal and the City shall have no obligation to reimburse Owner for any costs associated with the construction of such improvement.

7.3. REIMBURSEMENTS. Subject to the terms set forth herein, the City agrees to reimburse Owner for costs Owner incurs in the construction of the following infrastructure improvements.

7.3.1. Reimbursement Requirements. To be eligible for any reimbursement hereunder, Owner shall comply with all applicable state laws governing the procurement of services related to the design, installation, and/or construction of public infrastructure for which reimbursement is sought, including the requirements of Title 34 of the Arizona Revised Statutes. Reimbursements that are to be provided hereunder shall be paid to the Owner that conveys to the City the infrastructure improvements for which reimbursements are being provided. No reimbursements shall be made until all of the following have occurred: (i) infrastructure improvements for which reimbursement is sought have been conveyed to the City lien free and at no cost to the City; (ii) the City has accepted, subject to completion of the two-year warranty period, the infrastructure improvements; and (iii) all documentation reasonably requested by the City Engineer or his/her designee to establish the right to reimbursement, such as documentation establishing compliance with Title 34, lien releases, documents establishing the cost of the infrastructure, documents confirming approval of change orders and/or additional costs subject to the Contingency Amount, etc.

7.3.2. Reimbursable Yuma Road Improvements. If Owner constructs the Reimbursable Yuma Road Improvements, the City shall reimburse Owner a portion of the actual

costs attributable to the design (including associated CLOMR/LOMR costs), bonding, warranty, and construction of such improvements (including any required utility relocations) subject to the Maximum Reimbursement Amount as reflected by the Final Cost Estimate and Contingency Amount as follows; Owner shall be reimbursed for the portion of the actual costs of the Reimbursable Yuma Road improvements, including any previously approved change orders and/or additional costs, subject to the Maximum Reimbursement Amount reflected by the Final Cost Estimate and Contingency Amount, based on the allocations set forth in the Final Cost Estimate attributable to “Centerra Village”, “SE Corner” and “NE Corner” upon the satisfaction of all the requirements set forth in Section 7.3.1. The reimbursement required herein shall be remitted to Owner by City within sixty (60) days of the date upon which all requirements set forth herein are satisfied.

7.4. Goodyear Blvd/Yuma Road Traffic Signal. If Owner constructs the Goodyear Blvd/Yuma Road Traffic Signal, the City shall reimburse Owner fifty percent (50%) of the actual cost of the design, bonding, warranty, and construction (including any required utility relocations) of the Goodyear Blvd/Yuma Road Traffic Signal, including any previously approved change orders and/or additional costs, subject to the Maximum Reimbursement Amount reflected by the Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate and the Traffic Signal Contingency Amount, upon the satisfaction of all of the requirements set forth in Section 7.3.1. The reimbursement required herein shall be remitted to Owner within sixty (60) days of the date upon which all requirements set forth herein are satisfied.

7.5. Expedited Plan Review. Subject to the terms set forth herein, City agrees to provide expedited plan review for all construction plans for improvements subject to this Agreement, including the Reimbursable Yuma Road Improvements, the Goodyear Blvd/Yuma Road Traffic Signal, the Fulton Homes Yuma Road Improvements – Phase 1, and the Fulton Homes Yuma Road Improvements – Phase 2. Expedited plan reviews shall be completed within twelve business days of the City’s receipt of an administratively complete submittal. Owner shall pay the fees for expedited plan reviews. The City will reimburse Owner 100% of the expedited plan review fees collected upon completion of the Reimbursable Yuma Road Improvements. If the City fails to issue a Notice to Proceed for the Reimbursable Yuma Road Improvements, the City will reimburse Owner 100% of the expedited plan review fees collected.

GENERAL TERMS

8. ENTIRE AGREEMENT. This Agreement, constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersedes any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

9. AMENDMENTS. This Agreement shall only be modified, amended or restated by a written amendment executed by the Owner(s) and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be

approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

10. **NOTICES AND FILINGS.** Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395	Owner: Fulton Homes Corporation Attn: Norm Nicholls 9140 S. Kyrene Road, Suite 202 Tempe, Arizona 85284
copy to: City of Goodyear Attn: Development Services Director 1900 N. Civic Square Goodyear, Arizona 85395	copy to: Rose Law Group pc Attn: Chris Webb 7144 E. Stetson Drive, Suite 300 Scottsdale, Arizona 85251
copy to: City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395	

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

11. **COVENANTS RUNNING WITH THE LAND.** Except as provided in Section 12, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

12. **TERMINATION OF AGREEMENT AS TO CERTAIN PROPERTY.** The Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property on: (i) any portion of the Property conveyed to the City; (ii) any portion of the Property conveyed to any Political Subdivision; and (iii) any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued; and the owners of such portions of the Property are not Successors and Assigns under this

Agreement. The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to any portion of the Property conveyed to the City, any portion of the Property conveyed to any Political Subdivision, and any residential lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued, and such portions of the Property shall automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

13. **NO AGENCY OR PARTNERSHIP.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

14. **CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

15. **BUSINESS DAYS.** If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

16. **DEFAULTS AND REMEDIES.** Any Party shall be in default under this Agreement (“Default”) if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party (“Notice”); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

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

18. **MEDIATION.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The terms of this Section 18 shall survive the expiration or earlier termination of this Agreement.

19. **WAIVER OF JURY TRIAL.** **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL**

ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 19 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

20. **LIMITATION ON CLAIMS.** IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 20 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

21. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

22. **FAIR INTERPRETATION.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. **CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES.** In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to

object, for any reason, to the venue of Maricopa County. The terms of this Section 23 shall survive the expiration or earlier termination of this Agreement.

24. **SURVIVAL CLAUSE:** All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 24 to other provisions in the Agreement.

25. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

25.1. **OWNERSHIP.** Fulton Homes Corporation, an Arizona corporation is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable and matters of record.

25.2. **AUTHORIZATION.** Owner is an Arizona corporation qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

25.3. **DUE DILIGENCE.** Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

26. **REPRESENTATIONS AND WARRANTIES OF CITY.** As of the Effective Date of this Agreement, the City represents and warrants the following:

26.1. **APPROVAL.** City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

26.2. **AUTHORIZATION.** City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

27. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and

delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

28. **PAGE NUMBERING.** The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

Acknowledgments and Exhibits on Following Pages

OWNER:

Fulton Homes Corporation,
an Arizona corporation

By: Norm Lee Nicholls

Title: PRESIDENT

Its: _____

State of Arizona)
)ss

County of Maricopa)

On this 21st day of March, 2023, before me, Melissa Murphy
a Notary Public in and for said state, personally appeared Norman Lee,
Nicholls, the President of FULTON
HOMES CORPORATION, an Arizona corporation, personally known to me or proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the Development
Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an
Arizona Corporation and the City of Goodyear, an Arizona municipal corporation (the
"Agreement"), and who acknowledged to me that he/she is authorized to execute the Agreement
and acknowledged to me that he/she executed the Agreement as his/her voluntary act and deed on
behalf of FULTON HOMES CORPORATION, an Arizona corporation.



Melissa Murphy
Notary Public

My Commission Expires: 7-5-2024

Acknowledgments and Exhibits on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona Corporation and the City of Goodyear, an Arizona municipal corporation (the “Agreement”) was acknowledged before me this _____ day of _____, 2023, by Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

My Commission Expires: _____

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibits on Following Pages

EXHIBIT A
FULTON HOMES AT BALLPARK VILLAGE LEGAL DESCRIPTION

Exhibit on the following pages

Legal Description

PARCEL NO. 1:

The Northwest quarter of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 40 feet and the North 40 feet;

Except the following as set forth in Special Warranty Deed to Maricopa County recorded in Document No. 00-0253687:

EXCEPT the East 45 feet of the West 85 feet, Except the North 75 feet thereof;

EXCEPT the South 35 feet of the North 75 feet, Except the West 40 feet thereof;

EXCEPT a triangular parcel of land lying within said NW1/4 of NW1/4 described as follows:

BEGINNING at the Point of Intersection of the South line of the North 75 feet and the East line of the West 85 feet;

THENCE Southerly along said East line a distance of 45 feet to a point;

THENCE leaving said East line in a Northeasterly direction to a point on said South line of the North 75 feet;

THENCE along said South line, Westerly 45 feet to the Point of Intersection.

PARCEL NO. 2:

The East half of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet;

EXCEPT that portion as set forth in Special Warranty Deed to Maricopa County, recorded in Document No. 20000253689, described as follows:

The South 42 feet of the North 75 feet of the East half of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion as set forth in Quitclaim Deed to the City of Goodyear, Arizona, recorded in Document No. 20160852690, described as follows:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 17, MONUMENTED BY A 3 INCH BRASS CAP IN HANDHOLE, BEARS AS A BASIS OF BEARINGS NORTH 00°50'40" WEST, A DISTANCE OF 2649.74 FEET;

THENCE NORTH 00°50'40" WEST ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1035.34 FEET;

THENCE NORTH 89°09'20" EAST, A DISTANCE OF 1299.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 01°04'08" WEST, A DISTANCE OF 261.12 FEET;

THENCE SOUTH 89°35'29" EAST, A DISTANCE OF 75.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 88°55'08" WEST, A DISTANCE OF 485.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°18'06", AN ARC DISTANCE OF 273.43 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO 3:

The West half of the Northeast quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet;

EXCEPT that portion as set forth in Quit Claim Deed to the City of Goodyear recorded in Document No. 20160852687, described as follows:

The West 1525 feet of the South 42 feet of the North 75 feet of the Northeast quarter of said Section 17;

EXCEPT all those portion of said West half of the Northeast quarter lying Easterly of the Western boundaries as set forth in Special Warranty Deeds to the City of Goodyear recorded in Document No. 20091042745, 20140567661 and 20140564662.

PARCEL NO. 4:

The Northeast quarter of the Southwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT those portion lying within said Northeast quarter of the Southwest quarter, set forth as follows:

All those portions of land lying South of the North boundary line as set forth on Lower Buckeye Parkway Map of Dedication recorded in Book 332 of Maps, Page 4, except that portion of Lower Buckeye Parkway set forth in Book 963 of Maps, Page 22;

All those portions of land lying South of the North boundary line of Lower Buckeye Parkway and those portions lying East of the West line of Bullard Avenue, as set forth on Goodyear Right of Way Map of Dedication recorded in Book 963 of Maps, Page 22;

All those portions of land lying in Ballpark Village-Wood Corporate Campus recorded in Book 996 of Maps, Page 50.

EXHIBIT B
PRELIMINARY YUMA ROAD ARCH CULVERT DESIGN

Exhibit on the following pages

PROJECT TEAM

DEVELOPER:
FULTON HOMES
9140 S. KYRENE ROAD, SUITE 202
TEMPE, AZ 85284
TEL: (480)-753-6789
CONTACT: NORM NICHOLLS
NNicholls@fultonhomes.com

ENGINEER:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FA: (480)-503-2258
CONTACT: BRIAN NICHOLLS, PE
Brian.Nicholls@epsgroupinc.com

OWNER'S REPRESENTATIVE:
ROSE LAW GROUP
7144 E STETSON DRIVE, SUITE 300
SCOTTSDALE, AZ 85251
CONTACT: CHRIS WEBB
CWebb@roselawgroup.com

PLANNER:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FA: (480)-503-2258
CONTACT: JOSH HANNON
josh.hannon@epsgroupinc.com

LANDSCAPE ARCHITECT:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FA: (480)-503-2258
CONTACT: ALIZA SABIN, RLA
Aliz@Sabin@epsgroupinc.com

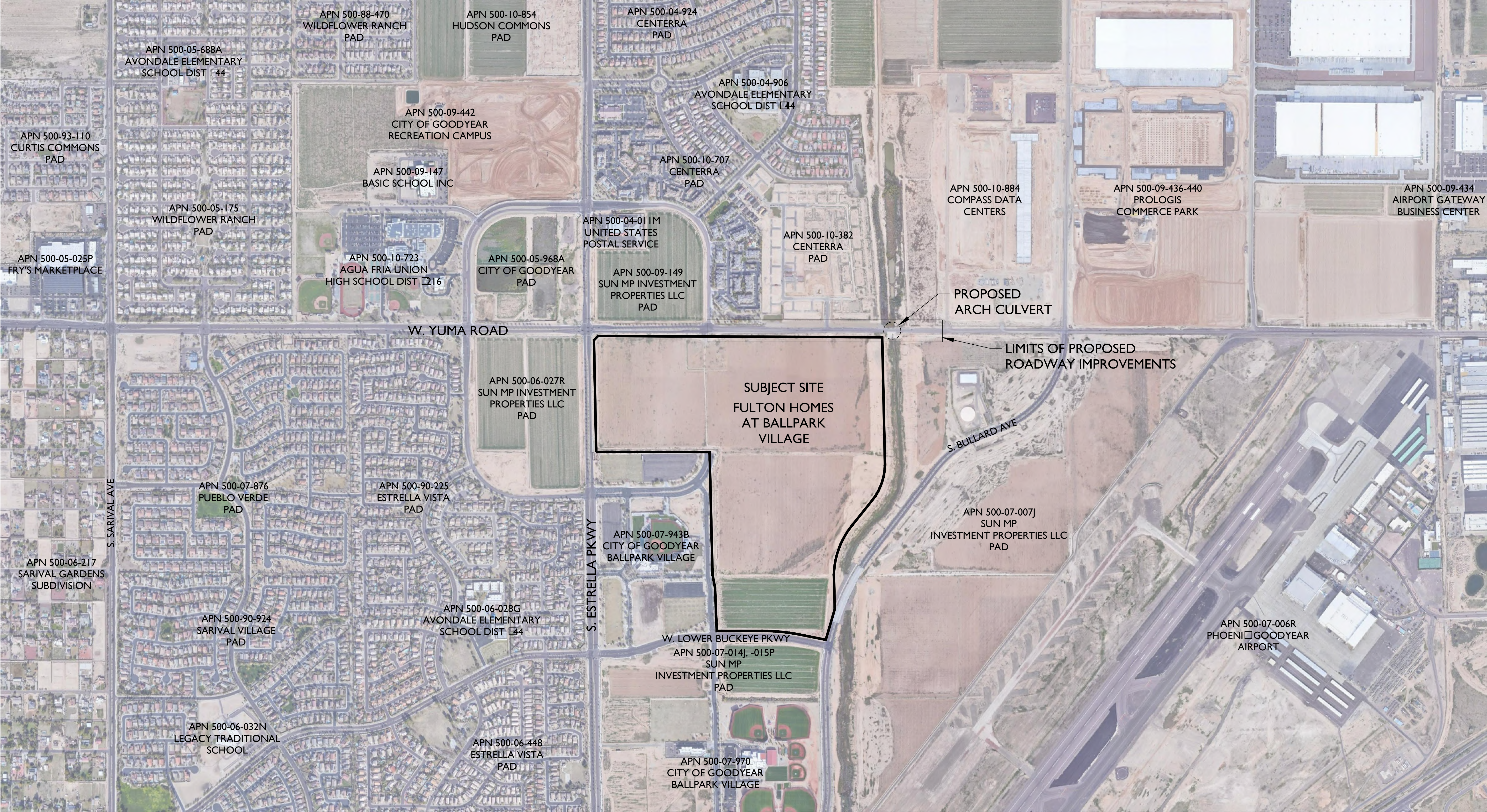
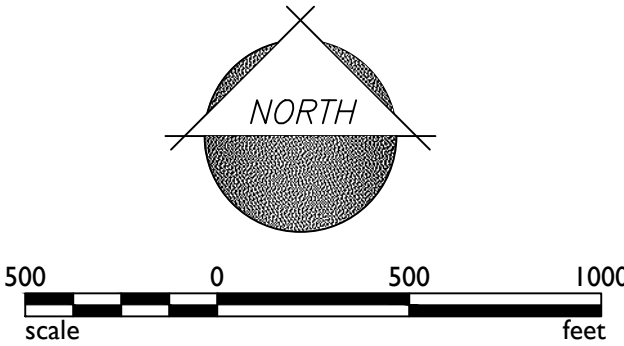
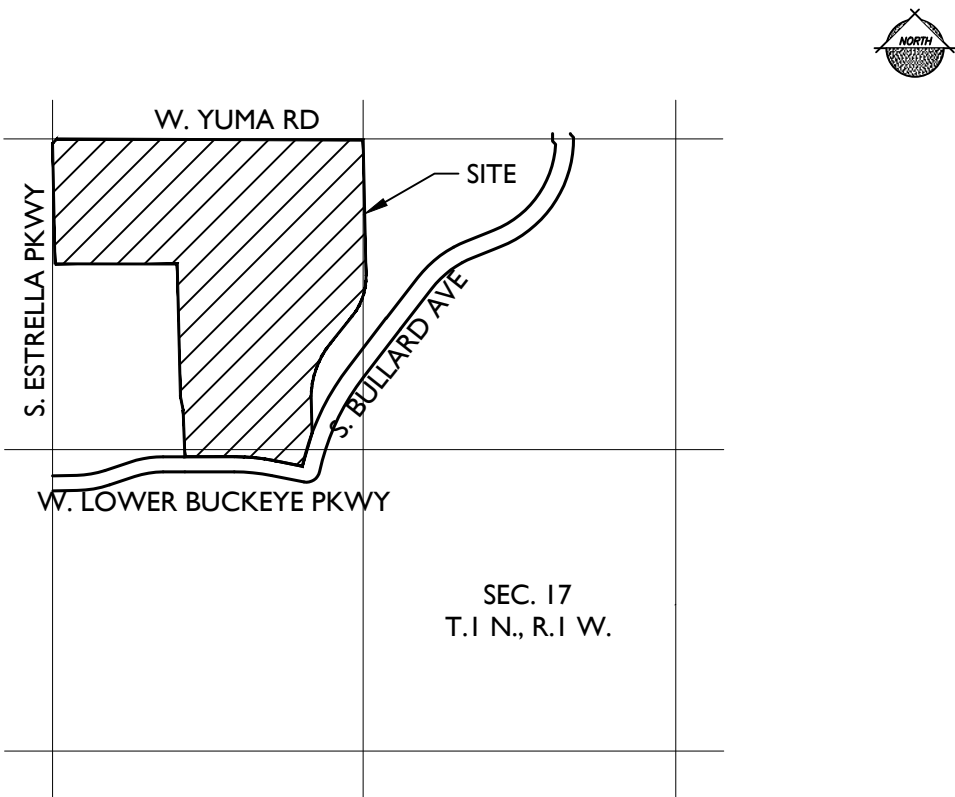
ZONING ATTORNEY:
BURCH & CRACCHIOLO
1850 N CENTRAL AVE, SUITE 1700
PHOENIX AZ 85004
CONTACT: EDWIN C. BULL
Ebull@bcattorneys.com

CONTENT MAP EXHIBIT
FOR
FULTON HOMES AT
BALLPARK VILLAGE

A PORTION OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

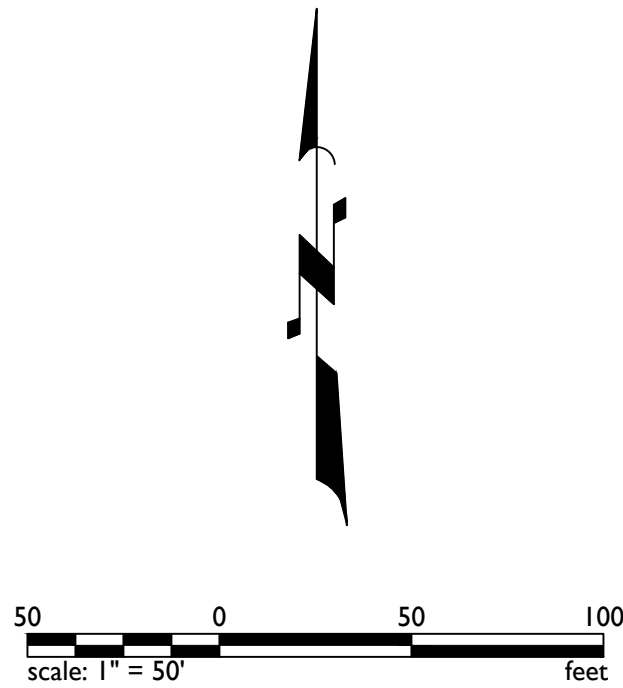
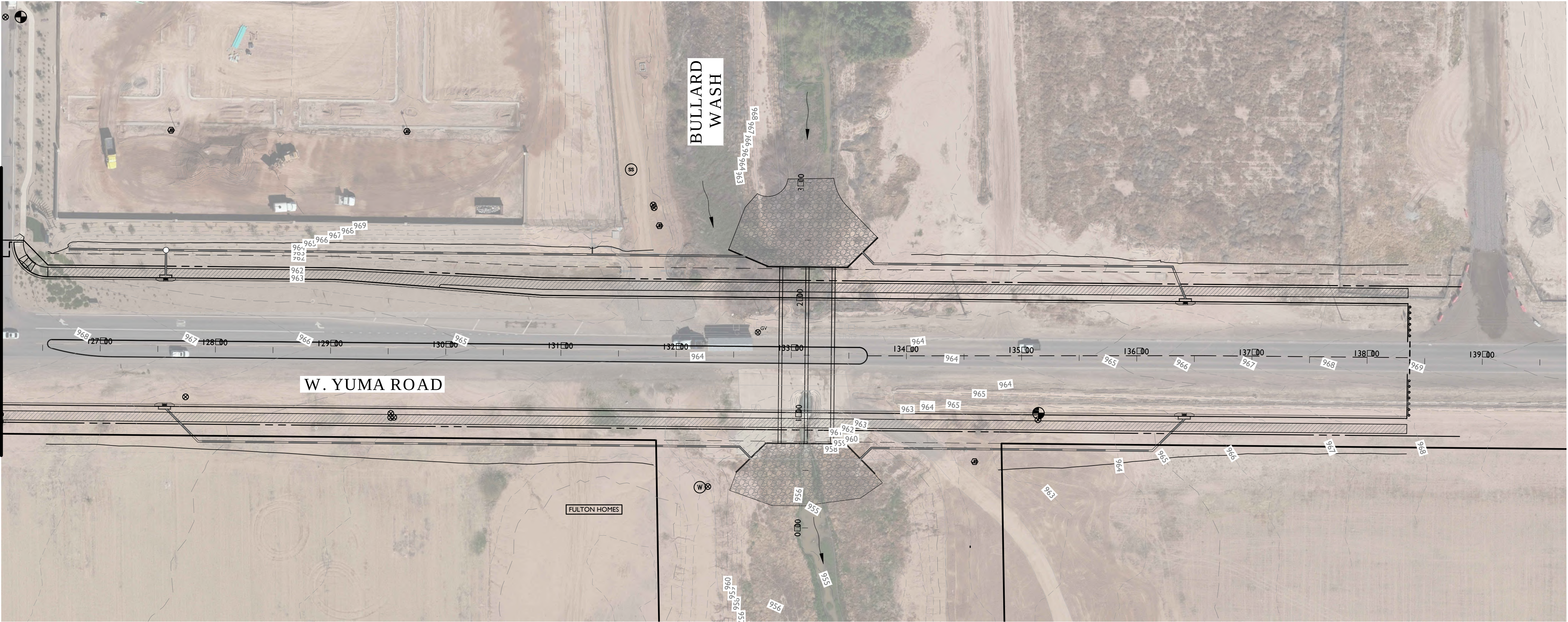
VICINITY MAP

N.T.S.



Feb 16, 2022 3:18pm S:\Projects\2020\20-1537\Civil\Construction Documents\Yuma Road Arch Culvert\Books\20-1537 - CD - Profiles.dwg

Match Top Right



Match Bottom Left

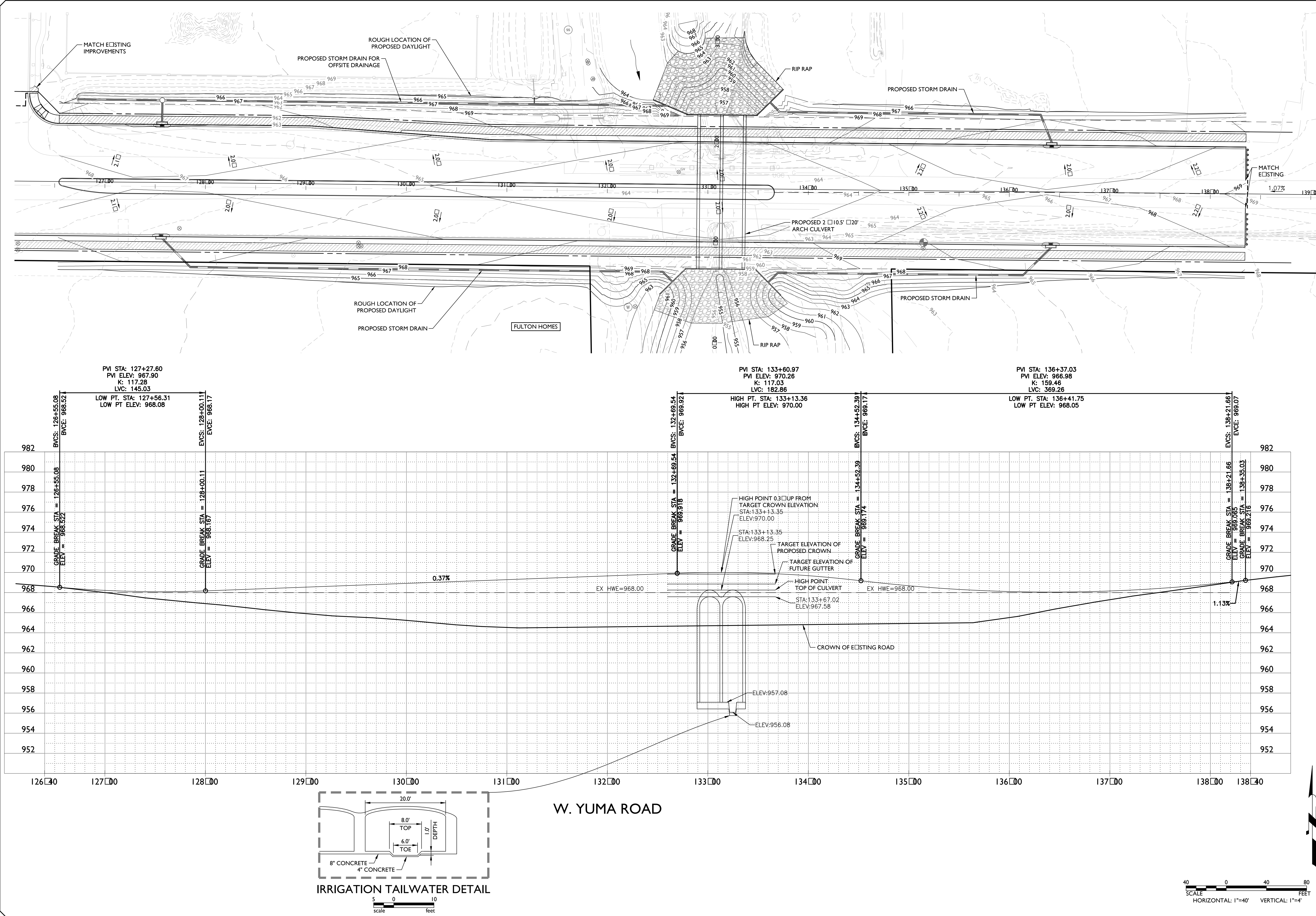
PRELIMINARY Yuma Road Arch Culvert
Yuma Road Arch Culvert Design

JOB NO
20-1537

SHEET
2
OF 8

EPS GROUP
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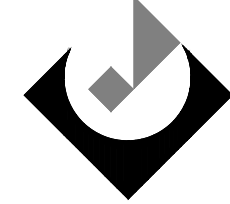
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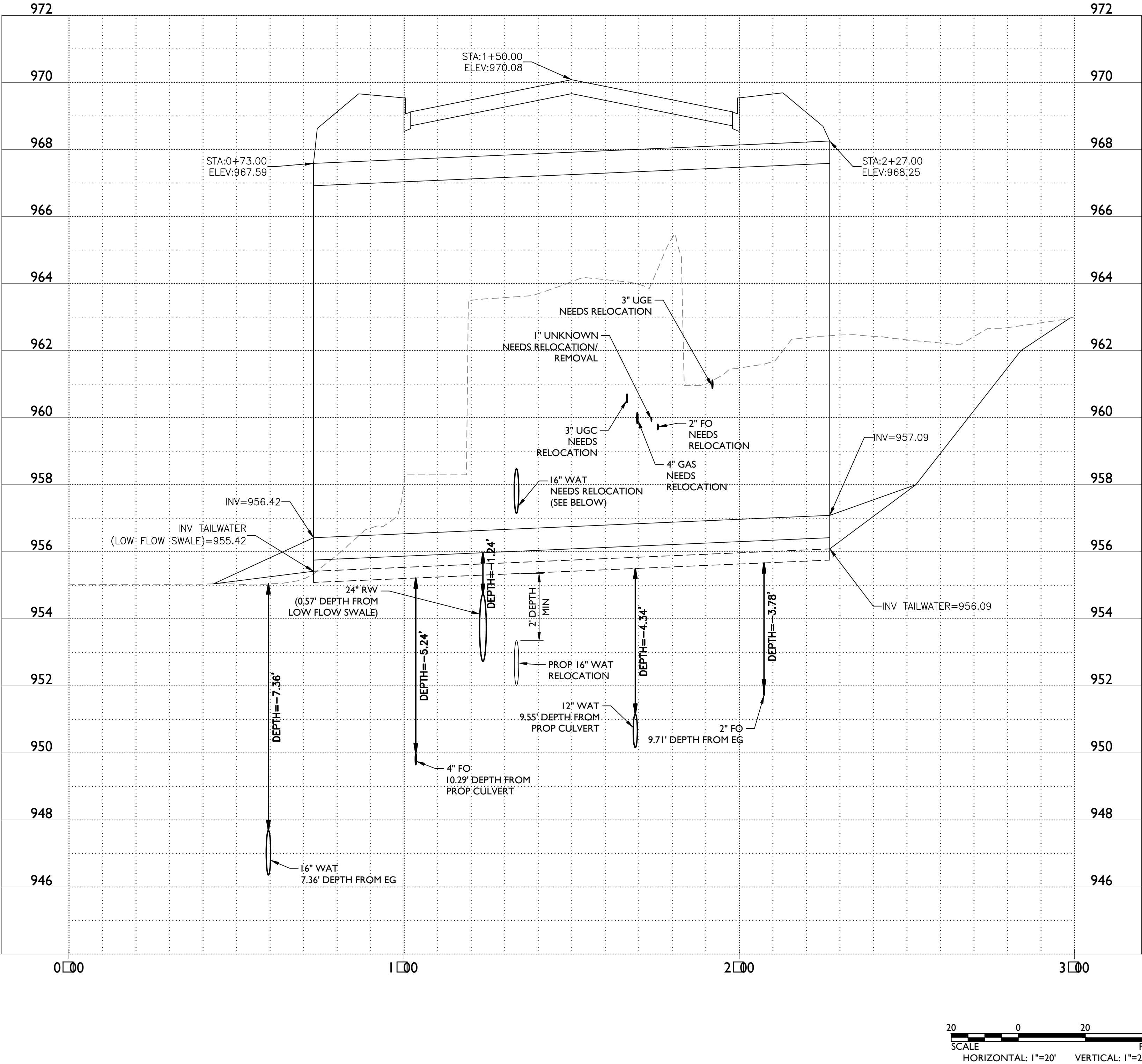
PRELIMINARY

Uma Road Arch Culvert Traffic Design



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PRELIMINARY

Yuma Road Arch Culvert Crossings Profile

JOB NO

20-1537

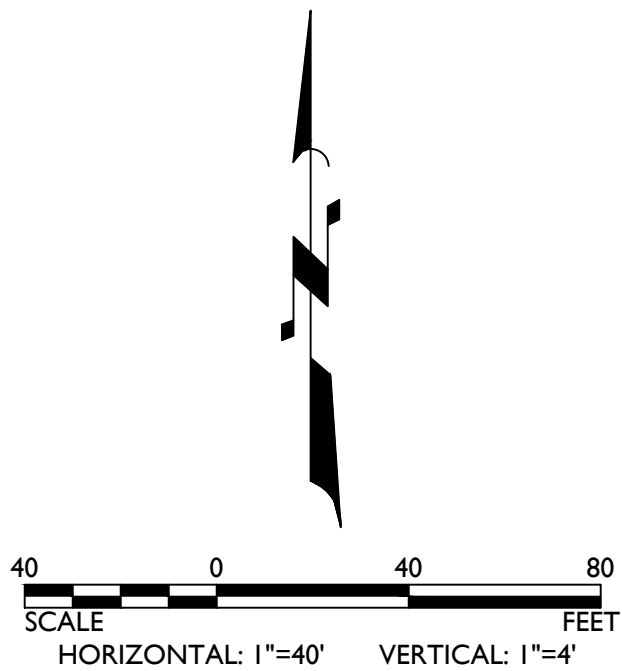
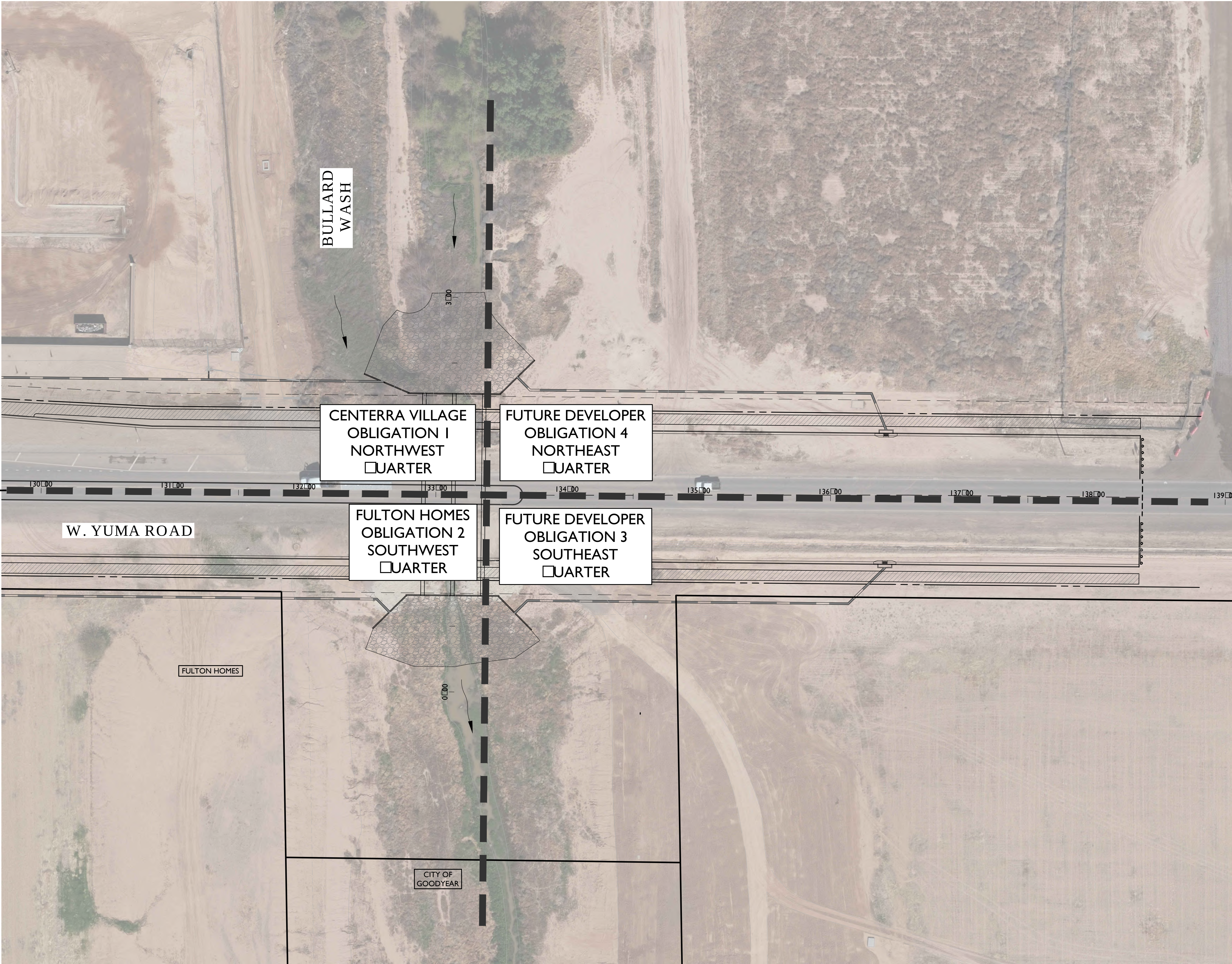
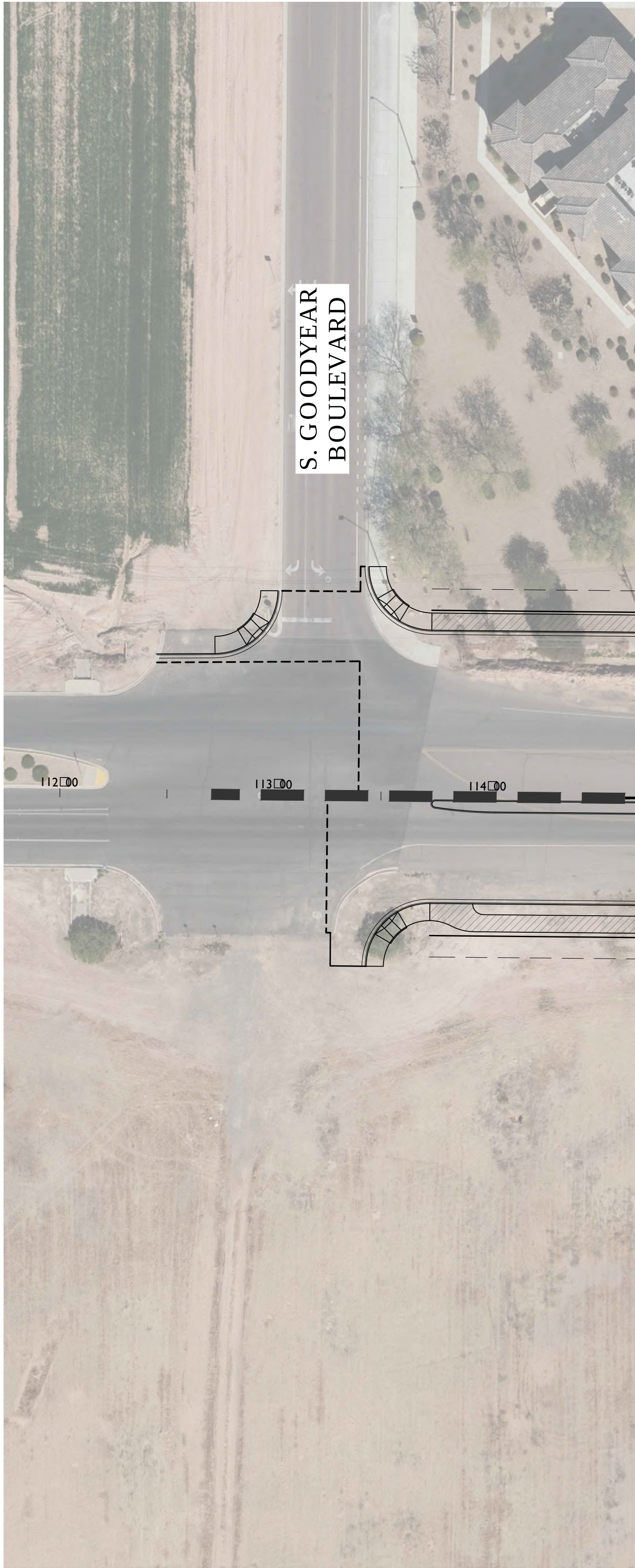
SHEET

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OF 8

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PRELIMINARY Yuma Road Arch Culvert

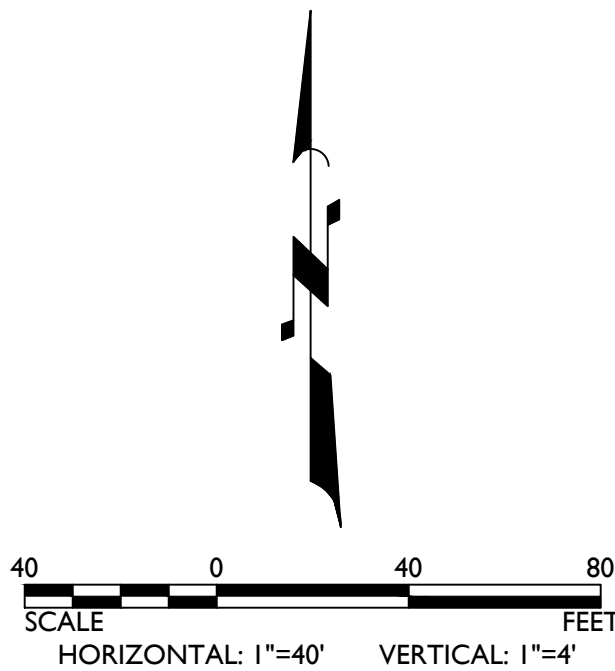
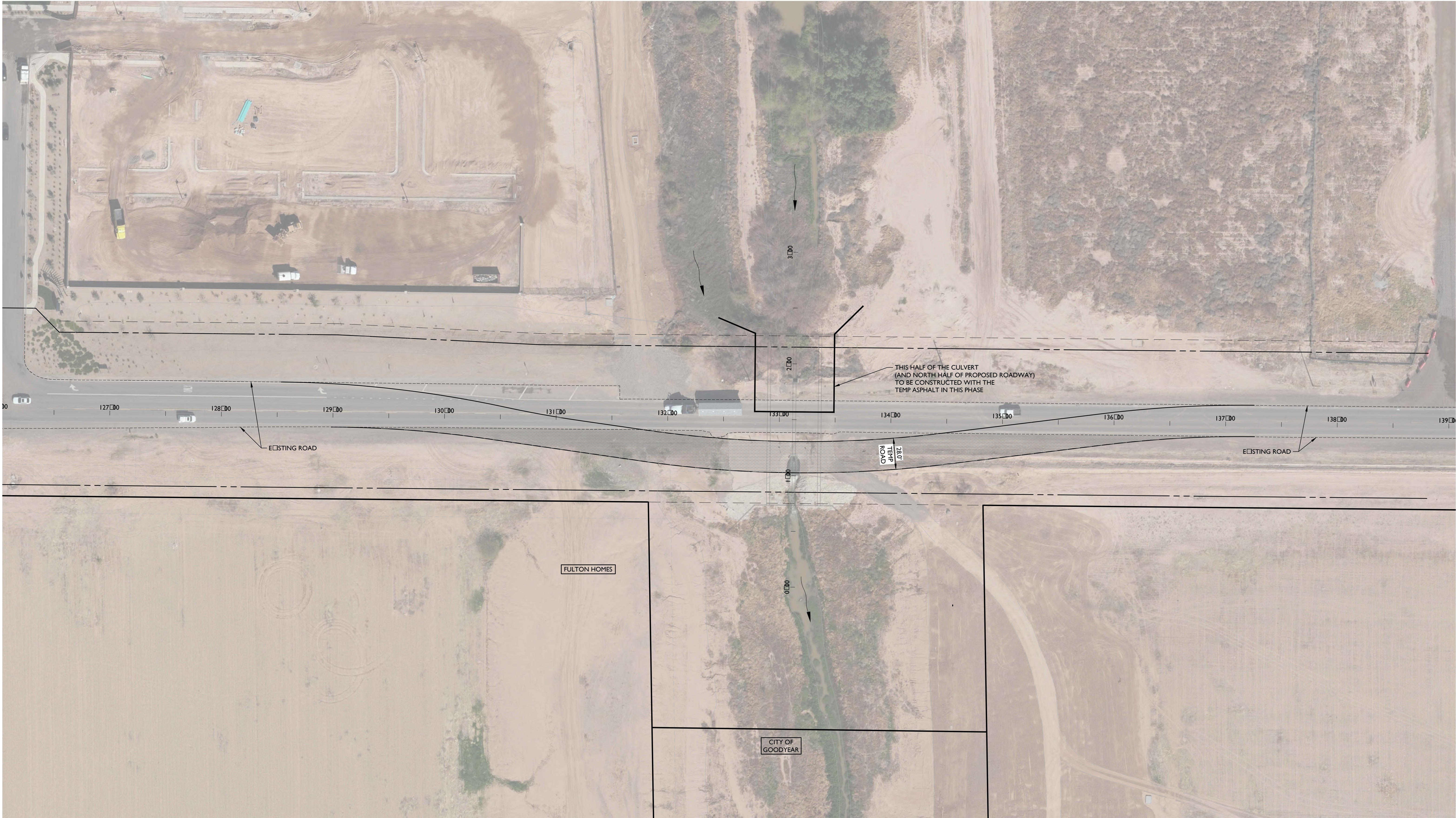
Yuma Road Arch Culvert Obligations

JOB NO
20-1537

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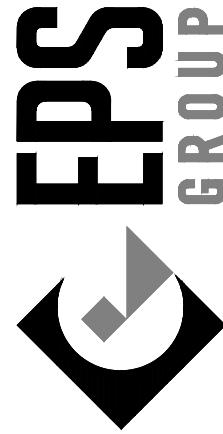
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Yuma Road Arch Culvert

JOB NO
20-1537

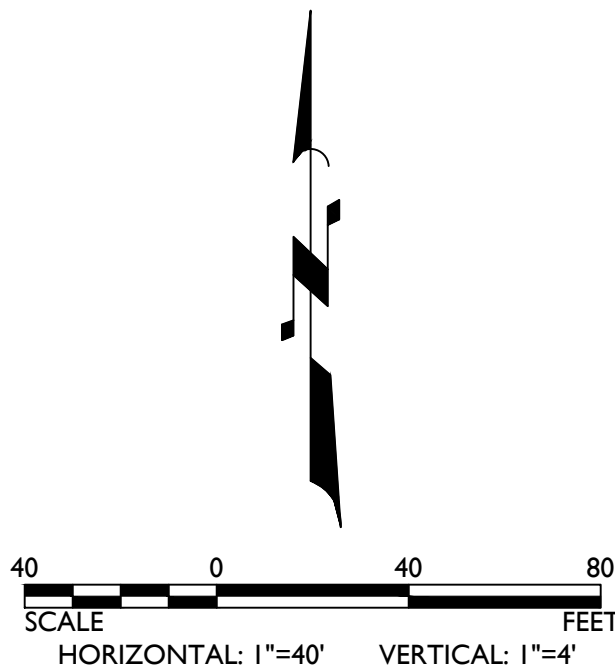
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OF 8

Yuma Road Arch Culvert Traffic Control South



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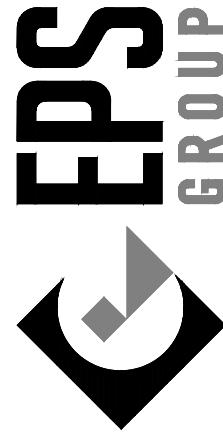


PRELIMINARY Yuma Road Arch Culvert

Yuma Road Arch Culvert Traffic Control North

JOB NO
20-1537

SHEET
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OF 8

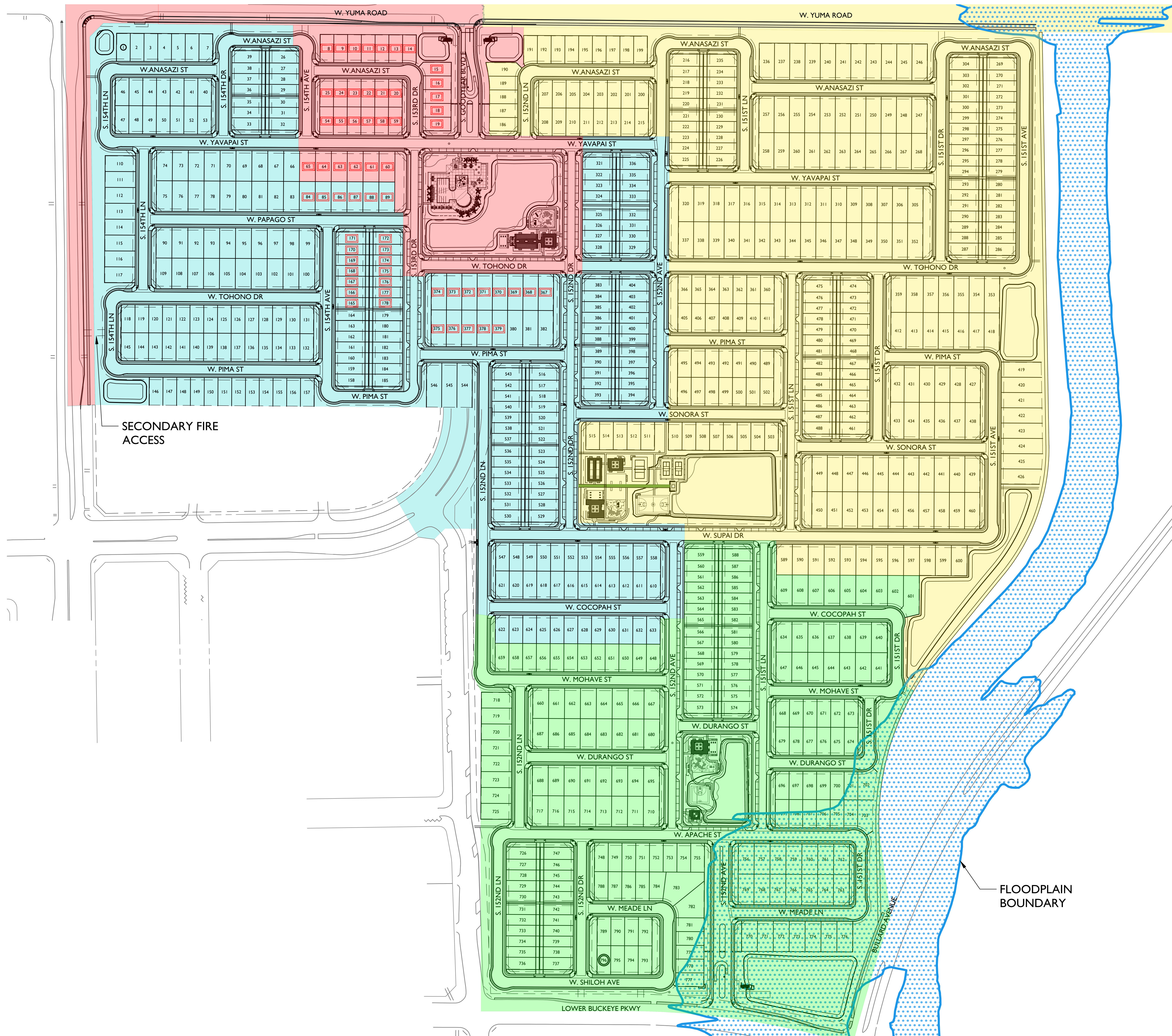


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EXHIBIT C
SHEET 1 OF THE FULTON HOMES BALLPARK VILLAGE
PRELIMINARY PHASING PLAN

Exhibit on the following pages

May 11, 2022 8:42am S:\Projects\2020\20-1537\Civil - Pre-Plan\Exhibit 20-1537 - PP - Prelim Phasing Plan.dwg



- Phase 1A - Inclusive of the west portion of Yuma Road and all of Estrella Parkway & north Amenity area
- Phase 1B - Inclusive of all of Goodyear Blvd Improvements
- Phase 2 - Inclusive of Northern portion of landscape trail along Bullard Wash, and Yuma Road east frontage
- Phase 3 - Inclusive of Southern portion of Bullard Ave Improvements, including landscape trail along Bullard Wash and Lower Buckeye Road improvements
- Model or Reserved Lot
- Fema Floodplain

Preliminary Phasing Lot Counts		
Phase 1A		
	Total lots this phase (including models and reserved)	Total for sale lots this phase (excluding models and reserved)
35 x 105	0	0
45 x 92	24	0
50 x 120	0	0
52 x 100	6	0
Total lots this phase	30	0

Phase 1B		
	Total lots this phase (including models and reserved)	Total for sale lots this phase (excluding models and reserved)
35 x 105	108	94
45 x 92	97	97
50 x 120	19	6
52 x 100	52	46
Total lots this phase	276	243

Total lots Phase 1A & 1B	306
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Phase 2	
35 x 105	84
45 x 92	71
50 x 120	121
52 x 100	12
Total lots this phase	288

Total lots Phase 1A, 1B & 2	594
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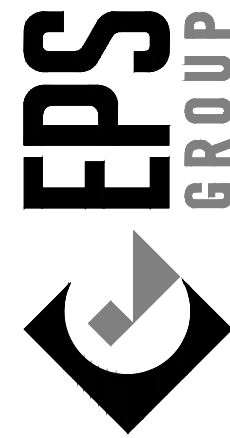
Phase 3	
35 x 105	52
45 x 92	66
50 x 120	0
52 x 100	84
Total lots this phase	202

Total Subdivision Lot Count	
35 x 105	244
45 x 92	258
50 x 120	140
52 x 100	154
Total lots this project	796



May 11, 2022

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Fulton Homes
Ballpark Village
Preliminary Phasing Plan

JOB NO
20-1537

SHEET
1
OF 5

EXHIBIT D
YUMA ROAD ARCH CULVERT PRELIMINARY COST ESTIMATE
PREPARED BY EPS GROUP

Exhibit on the following pages



Yuma Road Arch Culvert Preliminary Cost Estimate

	<i>Centerra Village</i>	<i>Fulton Homes</i>	<i>SE Corner</i>	<i>NE Corner</i>
<i>Roadway Hard Costs</i>	\$ 1,358,472.12	\$ 1,065,046.53	\$ 317,329.05	\$ 310,161.63
<i>Culvert Hard Costs</i>	\$ 352,437.50	\$ 352,437.50	\$ 352,437.50	\$ 352,437.50
<i>Soft Costs*</i>	\$ 644,499.65	\$ 533,966.23	\$ 252,301.06	\$ 249,601.09
<i>Total</i>	\$ 2,355,409.27	\$ 1,951,450.27	\$ 922,067.61	\$ 912,200.23

Overall Improvements Grand Total:	\$ 6,141,127.38
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Soft Costs - See Next Sheet for Details*

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Centerra Village Obligation (Northwest Quarter)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	3.0	\$ 900.00
Final Roadway Grading	LF	\$ 2.00	4,190.0	\$ 8,380.00
Earthwork	CY	\$ 6.50	5,075	\$ 32,987.50
Subtotal:				\$ 57,267.50
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	2,114	\$ 158,543.77
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	6	\$ 210.00
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	5	\$ 20,000.00
Catch Basin; MAG 537 24"	EA	\$ 4,500.00	2	\$ 9,000.00
Concrete Headwall; MAG 501-1 w/ Riprap	EA	\$ 4,800.00	1	\$ 4,800.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	2	\$ 10,000.00
Subtotal:				\$ 202,553.77
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	1,912	\$ 47,800.00
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	1,885	\$ 54,665.00
Sidewalk; MAG 230	SF	\$ 7.00	15,371	\$ 107,599.63
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	6	\$ 26,400.00
Subtotal:				\$ 236,464.63
Paving				
Asphalt Removal	SY	\$ 7.50	7,061	\$ 52,956.44
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	11,461	\$ 744,936.63
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	-	\$ -
Striping	LS	\$ 20,000.00	1	\$ 20,000.00
Subtotal:				\$ 817,893.07
Misc.				
Landscaping	SF	\$ 2.40	18,455	\$ 44,293.15
Subtotal:				\$ 44,293.15
Roadway Hard Costs Subtotal (Before Culvert):				\$ 1,358,472.12

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023



Obligation: **Centerra Village Obligation (Northwest Quarter)**

Shared Culvert Costs (To be split evenly 4 ways)

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00

Approximate Culvert Hard Costs Total: **\$ 1,409,750.00**

1/4 Portion: **\$ 352,437.50**

Northwest Obligation Hard Cost Subtotal: **\$ 1,710,909.62**

General Liability	0.95%	\$	16,253.64
Builders Risk	0.35%	\$	5,988.18
Bonding	1.40%	\$	23,952.73
Contingency	5.00%	\$	85,545.48
Soft Costs*	19.25%	\$	329,350.10
Contractor Fee	5.00%	\$	85,545.48
Taxes	5.72%	\$	97,864.03

Subtotal: **\$ 644,499.65**

Soft Costs=Engineering fees, plans, permits, misc fees, and associated consultants*

Approximate Grand Total Cost: \$ 2,355,409.27

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Fulton Homes Obligation (Southwest Quarter)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	2.4	\$ 720.00
Final Roadway Grading	LF	\$ 2.00	3,513.0	\$ 7,026.00
Earthwork	CY	\$ 6.50	7,400	\$ 48,100.00
Subtotal:				\$ 70,846.00
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	500	\$ 37,500.00
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	-	\$ -
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	1	\$ 4,000.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	2	\$ 10,000.00
Subtotal:				\$ 51,500.00
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	1,964	\$ 49,100.00
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	1,836	\$ 53,238.26
Sidewalk; MAG 230	SF	\$ 7.00	15,767	\$ 110,372.43
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	1	\$ 4,400.00
Subtotal:				\$ 217,110.69
Paving				
Asphalt Removal	SY	\$ 7.50	4,527	\$ 33,954.66
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	9,603	\$ 624,181.18
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	30	\$ 150.00
Striping	LS	\$ 20,000.00	1	\$ 20,000.00
Subtotal:				\$ 678,285.84
Misc.				
Landscaping	SF	\$ 2.40	19,710	\$ 47,304.00
Subtotal:				\$ 47,304.00
Roadway Hard Costs Subtotal (Before Culvert):				\$ 1,065,046.53

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Fulton Homes Obligation (Southwest Quarter)**

**Shared Culvert Costs (To be split evenly 4 ways)**

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00
Approximate Culvert Hard Costs Total:					\$	1,409,750.00

1/4 Portion:	\$	352,437.50
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Northwest Obligation Hard Cost Subtotal:	\$	1,417,484.03
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General Liability	0.95%	\$	13,466.10
Builders Risk	0.35%	\$	4,961.19
Bonding	1.40%	\$	19,844.78
Contingency	5.00%	\$	70,874.20
Soft Costs*	19.25%	\$	272,865.68
Contractor Fee	5.00%	\$	70,874.20
Taxes	5.72%	\$	81,080.09
Subtotal:			\$ 533,966.23

Soft Costs=Engineering fees, plans, permits, misc fees, and associated consultants*

Approximate Grand Total Cost:	\$	1,951,450.27
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PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Future Obligation (Southeast Obligation)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	0.6	\$ 180.00
Final Roadway Grading	LF	\$ 2.00	520.0	\$ 1,040.00
Earthwork	CY	\$ 6.50	5,400	\$ 35,100.00
Subtotal:				\$ 51,320.00
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	320	\$ 24,000.00
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	-	\$ -
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	1	\$ 4,000.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	1	\$ 5,000.00
Subtotal:				\$ 33,000.00
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	498	\$ 12,438.77
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	32	\$ 938.71
Sidewalk; MAG 230	SF	\$ 7.00	3,980	\$ 27,862.84
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	-	\$ -
Subtotal:				\$ 41,240.32
Paving				
Asphalt Removal	SY	\$ 7.50	608	\$ 4,561.67
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	2,631	\$ 171,010.08
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	48	\$ 240.00
Striping	LS	\$ 10,000.00	1	\$ 10,000.00
Subtotal:				\$ 185,811.74
Misc.				
Landscaping	SF	\$ 2.40	2,482	\$ 5,956.99
Subtotal:				\$ 5,956.99
Roadway Hard Costs Subtotal (Before Culvert):				\$ 317,329.05

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023



Obligation: **Future Obligation (Southeast Obligation)**

Shared Culvert Costs (To be split evenly 4 ways)

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00

Approximate Culvert Hard Costs Total: \$ **1,409,750.00**

1/4 Portion: \$ **352,437.50**

Northwest Obligation Hard Cost Subtotal: \$ **669,766.55**

General Liability	0.95%	\$	6,362.78
Builders Risk	0.35%	\$	2,344.18
Bonding	1.40%	\$	9,376.73
Contingency	5.00%	\$	33,488.33
Soft Costs*	19.25%	\$	128,930.06
Contractor Fee	5.00%	\$	33,488.33
Taxes	5.72%	\$	38,310.65

Subtotal: \$ **252,301.06**

Soft Costs=Engineering fees, plans, permits, misc fees, and associated consultants*

Approximate Grand Total Cost: \$ 922,067.61

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Future Obligation (Northeast Obligation)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	0.6	\$ 180.00
Final Roadway Grading	LF	\$ 2.00	520.0	\$ 1,040.00
Earthwork	CY	\$ 6.50	3,800	\$ 24,700.00
Subtotal:				\$ 40,920.00
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	330	\$ 24,750.00
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	-	\$ -
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	1	\$ 4,000.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	1	\$ 5,000.00
Subtotal:				\$ 33,750.00
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	498	\$ 12,438.77
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	32	\$ 938.83
Sidewalk; MAG 230	SF	\$ 7.00	3,980	\$ 27,862.84
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	-	\$ -
Subtotal:				\$ 41,240.45
Paving				
Asphalt Removal	SY	\$ 7.50	940	\$ 7,049.49
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	2,631	\$ 171,004.71
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	48	\$ 240.00
Striping	LS	\$ 10,000.00	1	\$ 10,000.00
Subtotal:				\$ 188,294.20
Misc.				
Landscaping	SF	\$ 2.40	2,482	\$ 5,956.99
Subtotal:				\$ 5,956.99
Roadway Hard Costs Subtotal (Before Culvert):				\$ 310,161.63

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023



Obligation: **Future Obligation (Northeast Obligation)**

Shared Culvert Costs (To be split evenly 4 ways)

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00

Approximate Culvert Hard Costs Total: \$ **1,409,750.00**

1/4 Portion: \$ **352,437.50**

Northwest Obligation Hard Cost Subtotal: \$ **662,599.13**

General Liability	0.95%	\$	6,294.69
Builders Risk	0.35%	\$	2,319.10
Bonding	1.40%	\$	9,276.39
Contingency	5.00%	\$	33,129.96
Soft Costs*	19.25%	\$	127,550.33
Contractor Fee	5.00%	\$	33,129.96
Taxes	5.72%	\$	37,900.67

Subtotal: \$ **249,601.09**

Soft Costs=Engineering fees, plans, permits, misc fees, and associated consultants*

Approximate Grand Total Cost: \$ 912,200.23

PRELIMINARY

2/8/2023