

RESOLUTION 2015-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND MS-RCS FOUNTAIN HILLS, LLC.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Development Agreement between the Town of Fountain Hills and MS-RCS Fountain Hills, LLC is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

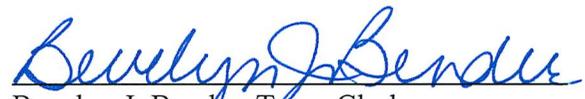
PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, October 1, 2015.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:



Linda M. Kavanagh, Mayor



Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:



Grady E. Miller, Town Manager



Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2015-51

[Development Agreement]

See following pages.

WHEN RECORDED RETURN TO:
Town of Fountain Hills
Attn: Town Clerk
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

**DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MS-RCS FOUNTAIN HILLS, LLC**

THIS DEVELOPMENT AGREEMENT (this "Agreement") dated October 1, 2015 (the "Effective Date"), is made and entered into by and between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and MS-RCS Fountain Hills, LLC a Colorado limited liability company (the "Owner"). The Town and Owner are sometimes referred to herein as the "Parties" or individually as a "Party."

RECITALS

A. Owner owns that certain real property located at the northeast corner of Verde River Drive and Paul Nordin Parkway, Fountain Hills, Arizona, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. It is the Owner's intention to develop the Property as an assisted living and memory care facility (the "Project").

C. The Town desires that the Property be developed as an integral part of the Town Center area of Fountain Hills. The Town has determined that encouraging the development of the Property pursuant to this Agreement will result in significant planning, economic and other public purpose benefits to the Town and its residents by, among other things (i) the development of the Property in a manner consistent with the Town's General Plan, (ii) an increase in sales tax revenues to the Town arising from or relating to the development of the Property and (iii) the creation of new jobs and otherwise enhancing the economic welfare of the residents of the Town.

D. The Town requires open storm water drainage facilities on the Property to be designed in a manner that reflects the natural desert environment, including shallow slopes (not exceeding 3:1 horizontal to vertical) and natural vegetation. Owner has previously submitted, and the Town Council has approved, PAD zoning for the Property showing on-site storm water drainage via an underground system (the "PAD"). Owner has previously submitted, and the Town's Planning and Zoning Commission has approved, a Concept Plan showing on-site storm water drainage via an underground system (the "Concept Plan").

E. The Owner has requested certain modifications to the Town's drainage requirements to allow for a detention basin with vertical walls instead of shallow slopes.

F. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, in order to facilitate the proper development of the Property by providing for, among other things modifications to conditions, terms, restrictions and requirements for the Property by the Town. The terms of this Agreement shall constitute covenants running with the Property, as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated by this reference as if fully set forth herein.

2. Term and Effective Date. The Owner, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement for a period of one year from the date this Agreement is approved by the Town Council, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties (the "Term"); provided, however, that provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect, subject only to the termination provisions herein specifically related thereto. This Agreement shall become effective only upon approval by the Town Council.

3. Modified Detention Basin. The Owner is hereby permitted to modify the underground storm water detention basins shown on the PAD and the Concept Plan to an above-ground facility as shown on the grading and drainage plans for the Project, dated September 3, 2015, and prepared by DNA, Inc., as shown on Exhibit B, attached hereto and incorporated herein by reference. The Town's agreement to the modified detention facility is strictly conditioned upon a perpetual obligation to maintain the detention basin free from clutter, debris, overgrowth and any other condition that degrades the aesthetic or functional qualities of the detention basin by the current owner of the Property, including, as applicable, the Owner. At all times, the current owner of the Property shall ensure that hydraulic flows are maintained at the levels set forth in the Drainage Study for Morningstar, prepared by D.N.A, Inc., and date-stamped June 18, 2015 by William E. Collings. These maintenance obligations shall survive termination of this Agreement.

4. Use of Town Property. Prior to construction activities related to the modified detention basin described in Section 3 above, the Owner shall obtain the necessary permit from the Town to allow for use of the adjacent Town rights-of-way.

5. Default. If either Party fails to perform any obligation, and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default (the "Cure Period"). In the event of such default, the non-defaulting Party may terminate this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as part of the Cure Period as may be reasonably necessary under the circumstances, provided the defaulting Party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such Cure Period exceed 60 days.

6. General.

6.1 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the Party at the addresses set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Town Manager

With a copy to: Gust Rosenfeld, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Owner: MS-RCS Fountain Hills, LLC
371 Centennial Pkwy., Suite 200
Louisville, CO 80027
Attn: Jarvie Worcester

With a copy to: N-Shea Group, LLC
14555 N. Scottsdale Road, Suite 240
Scottsdale, Arizona 85254
Attn: Bart M. Shea

And a copy to: DKL Law, PLLC
14555 N. Scottsdale Road, Suite 240
Scottsdale, Arizona 85254
Attn: David W. Lunn

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the Party; (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6.2 Amendment. No amendment or waiver of any provision in this Agreement will be binding (A) on the Town unless and until it has been approved by the Town Council and has become effective or (B) on the current owner of the Property unless and until it has been executed by an authorized representative of such owner.

6.3 Headings; References. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe, the meaning of any provision or the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

6.4 Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof.

6.5 Recordation. This Agreement shall be recorded in its entirety in the Maricopa County Recorder's Office not later than 10 days after it is fully executed by the Owner and the Town. This Agreement shall run with the title to the Property, and be binding upon all successor owners of the Property, and all other persons having any right, title or interest in or to the Property.

6.6 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

6.7 Good Standing; Authority. Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona with respect to Owner. The Town represents that it is a municipal corporation within Arizona. Both Parties represent and warrant that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.8 Notice Upon Transfer or Conveyance of the Property. On or before five business days after the transfer or conveyance of the Property to any person or entity, Owner shall, in compliance with Section 6.1 hereof, deliver written notice to the Town, which notice shall include (A) a reference to this Agreement, (B) the date of transfer, (C) the name of, and contact information for, the transferee, and (D) Owner's representation that a file stamped copy of this Agreement was delivered to the transferee prior to such transfer or conveyance. Upon delivery of such notice to the Town, Owner shall be released from its obligations under this Agreement as of the date of such transfer or conveyance, and the Town shall look solely to the current owner of the Property for performance of the Owner's obligations herein. This notice obligation shall bind each successive owner of the Property until such time, if ever, that the Town may waive or otherwise release this notice obligation by recordation of an instrument in the real property records of Maricopa County, Arizona.

6.9 Third Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a Party hereto (or such Party's successor), and no such other person or entity shall have any right or cause of action hereunder.

6.10 No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties hereto in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each Party hereto shall be considered a separate owner, and no Party hereto shall have the right to act as an agent for another Party hereto, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

6.11 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

6.12 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

6.13 Entire Agreement. This Agreement and the exhibits attached hereto contain the final and entire agreement between the Parties with respect to the subject matter hereof and are intended to be an integration of all prior negotiations and understandings.

6.14 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

6.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

6.16 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time, Phoenix, Arizona) on the last day of the applicable time period provided herein.

6.17 Conflict of Interest. Pursuant to ARIZ. REV. STAT. § 38-503 and § 38-511, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of ARIZ. REV. STAT. § 38-511.

6.18 Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the Parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

6.19 Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the Parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

6.20 Estoppel Certificate. Upon the Property owner's written request, the Town will execute, acknowledge and deliver to such owner and all parties identified by such owner, including without limitation assignees, transferees, tenants, purchasers, investors, lenders, and mortgagees, a written statement certifying (A) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating modifications) and (B) whether there are any existing breaches or defaults by the Property owner then known to the Town under this Agreement, and if so, specifying the same. The Town will deliver the statement to the Property owner or such requesting party within 15 days after request. The Town acknowledges that any such assignee, transferee, tenant, purchaser, investor, lender, or mortgagee may rely upon such statement as true and correct.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MS-RCS FOUNTAIN HILLS, LLC

Legal Description of the Property

LOTS 1, 2, AND 3, OF A FINAL REPLAT OF BLOCK 7, PLAT NO. 208, FOUNTAIN HILLS, ARIZONA BOOK 144 OF MAPS, PAGE 4, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 615 OF MAPS, PAGE 49.

**TOWN OF FOUNTAIN HILLS
GRADING NOTES**

ALL EARTHWORK ACTIVITIES SHALL CONFORM TO THE UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) AND BE PERFORMED IN ACCORDANCE WITH THE SOILS REPORT PREPARED BY VANN ENGINEERING, INC. DATED 1-14-2015, PROJECT NO. 23429, & ADDENDUM DATED 7-21-2015.

PAVEMENT SHALL BEAR ON 4" MIN. AGGREGATE BASE COURSE COMPACTED TO 100% OVER 12" THICK SCARIFIED NATIVE SOIL OR COMPACTED FILL W/4% MIN. PLS COMPACTION PER ASTM D-2922 AND D-3017 PER JULY 21, 2015 ADDENDUM TO VANN ENGINEERING, INC. SOILS REPORT.

PREPARATION OF GROUND: THE AREA OVER WHICH FILLS ARE TO BE MADE SHALL BE CLEARED OF ALL TRASH, TREES, STUMPS, DEBRIS OR OTHER MATERIAL NOT SUITABLE AS A FOUNDATION FOR FILL IN ACCORDANCE WITH THE SOILS REPORT PREPARED BY VANN ENGINEERING, INC. DATED 1-14-2015 & ADDENDUM DATED JULY 21, 2015, VANN PROJECT NO. 23429.

LOCATIONS OF ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON INFORMATION SUPPLIED TO THE ENGINEER BY THE APPROPRIATE UTILITY COMPANIES. NO GUARANTEE ON LOCATION OR ACCURACY IS IMPLIED OR GIVEN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT BLUE STAKE (502-263-1100) AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

DISBURSED AREAS SHALL BE REPLANTED WITH DESERT PLANTS OR DROUGHT-RESISTANT PERIWS SUBJECT TO "NO STOP ORDER" BY THE ENGINEERING DEPARTMENT. EXISTING VEGETATION SHALL BE RELOCATED IF DISTURBED BY CONSTRUCTION.

CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY VARIANCES BETWEEN THESE PLANS AND ON-SITE CONDITIONS.

ALL DRAINAGE SWALES SHALL BE MAINTAINED BY OWNER TO BE FREE OF TRASH, SLIT, VEGETATION AND DEBRIS.

CONTRACTOR SHALL VERIFY PROPERTY LINE LOCATIONS PRIOR TO PROCEEDING WITH WORK.

TRENCH EXCAVATION, BACKFILLING AND COMPACTION SHALL COMPLY WITH M.A.G. SECTION 601.

ALL CONTRACTORS/DEVELOPERS ARE RESPONSIBLE TO CONSTRUCT STABILIZED CONSTRUCTION ENTRANCES IN ORDER TO REDUCE OR ELIMINATE THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY OR STREETS.

CERTIFICATION OF FINISH FLOOR IS REQUIRED AND THE RESPONSIBILITY OF THE DEVELOPER OR HIS FIELD CONSTRUCTION SUPERINTENDENT. CERTIFICATION SHALL BE SUBMITTED TO THE TOWN ENGINEERING DEPARTMENT CONTRACT INSPECTOR JOHN MARTINEZ OF BROWN & ASSOCIATES, PHONE NUMBER 480-991-3751 PRIOR TO REQUEST FOR CERTIFICATION OF OCCUPANCY OR FINAL INSPECTION.

ALL APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATION FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION, SUBJECT TO "NO STOP ORDER" BY THE ENGINEERING DEPARTMENT INSPECTOR TO REMOVE ANY WORK THAT DOES NOT REFLECT THE APPROVED IMPROVEMENT PLANS.

STEEP DRAINAGE SWALES WILL REQUIRE RIPRAP FOR EROSION CONTROL AS CALLED OUT BY THE TOWN ENGINEERING INSPECTOR DURING INSPECTION.

SCHEDULE ALL ERECTION THROUGHOUT WITH THE TOWN ENGINEERING CONTRACTOR INSPECTOR JOHN MARTINEZ OF BROWN & ASSOCIATES & PHONE NUMBER 480-991-3751.

ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, PIPES, PROTECTIVE BURNS OR OTHER MEASURES DESIGNED TO PROTECT BUILDING OR PROPERTY FROM STORM RUNOFF MUST BE COMPLETED PRIOR TO ANY STRUCTURE BEING BUILT.

FINISH GRADES SHALL SLOPE AWAY FROM BUILDINGS.

**FOUNTAIN HILLS SANITARY DISTRICT
SEWER DESIGN NOTES**

ALL CONSTRUCTION SHALL CONFORM TO THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENTS AND THE UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENTS MOST RECENT ADDITION (M.A.G. SPEC & M.A.G. DETAIL). THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY ENGINEERING BULLETIN NO. 11, AND REQUIREMENTS OF THE FOUNTAIN HILLS SANITARY DISTRICT, WHICHEVER IS MOST STRINGENT.

BEDDING MATERIAL SHALL NOT BE LARGER THAN 3/4 INCH IN SIZE.

ALL FACILITIES, MATERIALS, AND WORKSMANSHIP ARE SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE SANITARY DISTRICT MANAGER IN ORDER TO ASSURE INTEGRITY OF THE SANITARY DISTRICT'S COLLECTION SYSTEM.

ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE SANITARY DISTRICT MANAGER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

ANY DEVIATION FROM THE PLANS AND SPECIFICATIONS MUST BE APPROVED IN WRITING BY THE ENGINEER AND SANITARY DISTRICT MANAGER PRIOR TO ACCEPTANCE.

THE CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF FOUNTAIN HILLS AND MARICOPA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, AND MARICOPA AIR QUALITY DEPARTMENT PRIOR TO CONSTRUCTION. THE SANITARY DISTRICT MANAGER SHALL BE NOTIFIED 24 HOURS PRIOR TO THE DIFFERENT PHASES OF CONSTRUCTION FOR SCHEDULING INSPECTIONS.

THE CONTRACTOR WILL UNCOVER ALL EXISTING LINES BEING TIED INTO TO VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR WILL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRIC CONDUITS, AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME.

TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH M.A.G. SPECIFICATION 401, MANUAL OF TRAFFIC DEVICES FOR STREETS AND HIGHWAYS (LATEST EDITION) AND CITY OF PHOENIX TRAFFIC BARRICADE MANUAL.

BACKFILLING SHALL NOT BE STARTED UNTIL ALL LINES ARE APPROVED BY THE SANITARY DISTRICT MANAGER.

SEWER DESIGN NOTES CONTINUED

A MINIMUM OF FOUR COMPACTION TESTS ARE REQUIRED MANHOLE TO MANHOLE. LOCATIONS FOR TESTING WILL BE DETERMINED BY THE DISTRICT. THE CONTRACTOR WILL NOTIFY THE TESTING LAB, COORDINATE WITH THE INSPECTOR AND TESTING LAB, AND PAY THE COSTS TO PERFORM THE TESTS. COPIES OF THE TEST RESULTS SHALL BE SENT TO BOTH THE SANITARY DISTRICT MANAGER AND TOWN ENGINEER. IF ANY TEST FAILURES ARE EXPERIENCED, THE DISTRICT RESERVES THE RIGHT TO REQUIRE ADDITIONAL TESTING AT NO EXPENSE TO THE DISTRICT.

WHEN A SEWER LINE CROSSES A WATER PIPE AT A POINT AT WHICH THE SEWER IS LESS THAN 2 FEET BELOW THE WATER PIPE, THE SEWER SHALL BE CONSTRUCTED OF AN UNBROKEN LENGTH OF DUCTILE IRON PIPE FOR A DISTANCE OF AT LEAST 6 FEET IN EACH DIRECTION FROM THE CROSSING, EXCEPT IN THE CASE OF A FORCE MAIN WHERE THE DISTANCE IS 10 FEET. WHEN THE SEWER IS 4 OR 6 INCH HOUSE CONNECTION, NO PROTECTION IS REQUIRED IF THE VERTICAL SEPARATION IS 12 INCHES OR GREATER.

ALL SEWER TAP LATERALS SHALL BE CONSTRUCTED TO THE LOT LINE OR INTERIOR EDGE OF THE PAVE WHICHEVER IS FURTHER ONTO PROPERTY A PLUG OR CAP MUST BE INSTALLED AT THE END OF EACH LATERAL WITH A GREEN 1"-RAIL MARKING POST (FIBERGLASS/PLASTIC BLEND) INSTALLED VERTICALLY FROM THE PLUG OR CAP UP TO 2 FEET ABOVE GRADE.

ALL SEWER STUBS SHALL END WITH A PLUG OR CAP AND MUST HAVE A GREEN 1"-RAIL MARKING POST (FIBERGLASS/PLASTIC BLEND) INSTALLED FROM THE END OF THE PLUG OR CAP UP TO 2 FEET ABOVE GRADE.

ALL SEWER LINES WILL BE AIR TESTED IN ACCORDANCE WITH ADEQ ENGINEERING BULLETIN NO. 11. ALL MANHOLES WILL BE WATER TESTED IN ACCORDANCE WITH ADEQ ENGINEERING BULLETIN NO. 11 OR TESTED WITH NEGATIVE AIR PRESSURE IN ACCORDANCE WITH ASTM C 1244-93. THE SANITARY DISTRICT MANAGER OR HIS REPRESENTATIVE WILL WITNESS ALL TESTING.

FOUNTAIN HILLS SANITARY DISTRICT
SEWER DESIGN NOTES

ALL PREVIOUSLY TESTED SEWER LINES BROKEN DURING INSTALLATION OF OTHER ADJACENT UTILITIES WILL BE REPAIRED AND RETESTED TO THE SATISFACTION OF THE SANITARY DISTRICT MANAGER.

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS SHALL NOT BE GIVEN UNTIL FULL SIZE PHOTO MYLAR REPRODUCIBLE "AS BUILT" ALONG WITH ELECTRODES IN PDF FORMAT OF ALL AS-BUILT SHEETS HAVE BEEN SUBMITTED TO AND APPROVED BY THE SANITARY DISTRICT MANAGER.

NON-SHRINK GROUT SHALL BE USED IN THE CONSTRUCTION OF ALL MANHOLES.

ALL SANITARY SEWER PIPES SHALL BE POLYVINYL CHLORIDE (P.V.C.), UNLESS OTHERWISE NOTED, IN ACCORDANCE WITH M.A.G. SPECIFICATION A CERTIFICATE SHALL BE FURNISHED FROM THE MANUFACTURER ATTESTING THE PIPE MEETS THE REQUIRED ASTM REQUIREMENTS, PVC PIPE SDR 35, ASTM F 3034.

ALL CLEANSOUTS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE DISTRICT'S STANDARD DESIGN.

COMPLIANCE WITH ALL TOWN, COUNTY, STATE AND FEDERAL RULES AND REGULATIONS PERTAINING TO JOB SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE INSIDE OF ALL NEW MANHOLES SHALL BE COATED WITH INSECTICIDE PAINT IN ACCORDANCE WITH DISTRICT REQUIREMENTS. USE EITHER INSECTICIDE OR SUPER-10 APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. A LETTER CERTIFYING THAT THE APPLICATION IS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS ALONG WITH A TWO YEAR WARRANTY SHALL BE PROVIDED TO THE DISTRICT.

**FOUNTAIN HILLS SANITARY DISTRICT
SEWER DESIGN NOTES**

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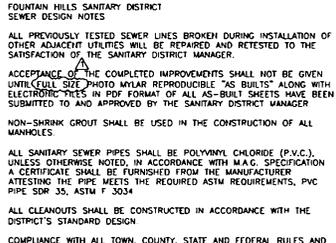
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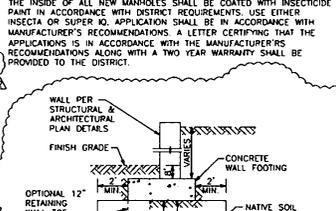
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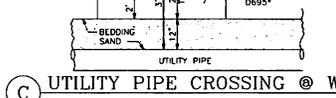
NON-STRUCTURAL SCREEN WALL OPENING



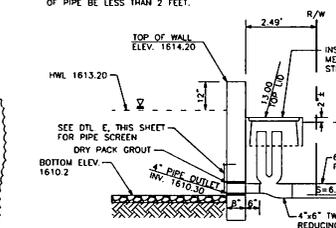
4" BLEED OFF PIPE TRASH SCREEN DETAIL



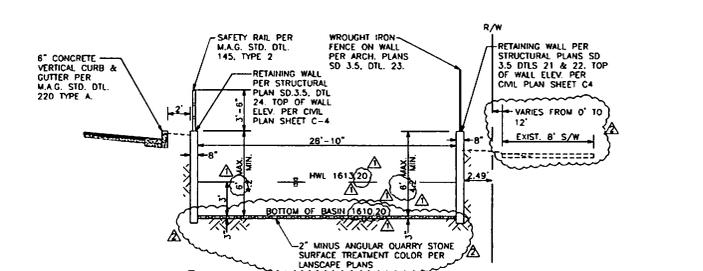
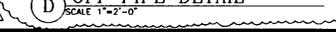
UTILITY PIPE CROSSING @ WALL FOUNDATION



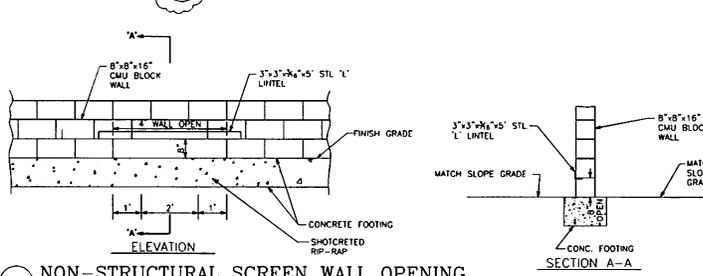
DETENTION BASIN BLEED OFF PIPE DETAIL



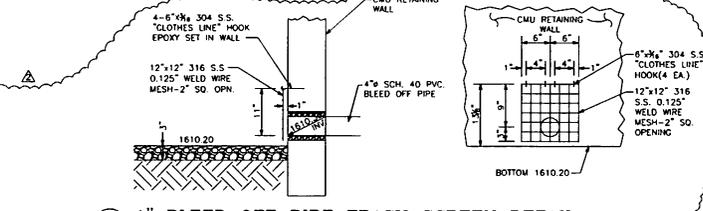
EMERGENCY OUTFALL WIER DETAIL



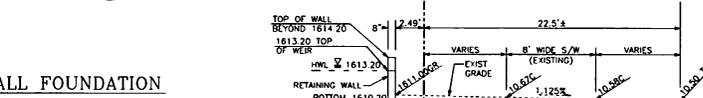
TYPICAL DETENTION BASIN CROSS SECTION
SCALE: 1"=5'-0" (FACING EAST)



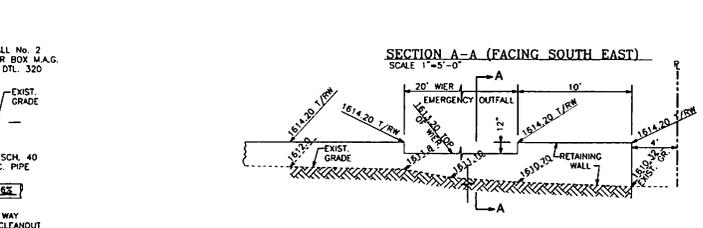
NON-STRUCTURAL SCREEN WALL OPENING
SCALE: 1"=2'



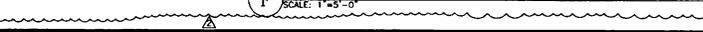
4" BLEED OFF PIPE TRASH SCREEN DETAIL
SCALE: 1"=2'



UTILITY PIPE CROSSING @ WALL FOUNDATION
SCALE: 1"=2'



DETENTION BASIN BLEED OFF PIPE DETAIL
SCALE: 1"=2'-0"



EMERGENCY OUTFALL WIER DETAIL
SCALE: 1"=5'-0"

SHEET C4 CONSTRUCTION NOTES

- SAW CUT, REMOVE AND REPLACE EXISTING ASPHALTIC CONCRETE PAVEMENT. MATCH EXISTING PAVEMENT SECTION & THICKNESS.
- PAVEMENT AND REMOVE EXISTING CONCRETE VERTICAL CURB & GUTTER (26 L.F.)
- INSTALL AND REMOVE EXISTING 8" WIDE CONCRETE SIDEWALK.
- CONSTRUCT 28" WIDE CONCRETE RETURN TYPE DRIVEWAY PER M.A.G. STD. DTL. 251, D=11.5', R= 107' C. (2 EA)
- CONSTRUCT 8" WIDE CONCRETE SIDEWALK PER M.A.G. STD. DTL. 230 (1893 S.F.)
- CORE INTO EXISTING WALL OF EXISTING CONCRETE CATCHBASIN, STUB OUT 4" SCH. 40 PVC PIPE W/WATER STOP, DRY PACK GROUT ON INSIDE & OUTSIDE OF ANNULAR VOID AROUND PIPE.
- INSTALL 6" SCH. 40 PVC PIPE PER DETAIL I, SHEET C3, WITH 4" SCH. 40 INLET PIPE & 4" SCH. 40 REDUCING TWO WAY CLEANOUT PER DTL. D THIS SHEET (26 L.F.)
- FORM RETAINING WALL AROUND END OF 6" SDR 35 PVC PIPE WITH WATER STOP.
- INSTALL 18" SCH. 40 DWV PVC PIPE PER DETAIL SHEET C3. (260 L.F.)
- FORM RETAINING WALL AROUND END OF 18" SDR 35 PVC PIPE WITH WATER STOP.
- INSTALL 18" X 12" TEE.
- INSTALL DOUBLE TYPED 'G' CATCHBASIN PER M.A.G. STD. DTL. 537
- INSTALL 12" SCH. 40 DWV PIPE PER DTL. 11, SHEET C3 (431 L.F.)
- INSTALL SINGLE TYPED 'G' CATCHBASIN PER M.A.G. STD. DTL. 537 WITH 1/4" DIA. PEDISTAL 14-10 RATED GRADE OR APPR. EQUAL PAINT ALL EXPOSED SURFACES HUNTER GREEN.
- INSTALL 3" AC 1/4" ABC PAVEMENT SECTION PER DETAIL 6, TYPE 1 ON SHEET C3
- INSTALL 2" AC 1/4" ABC PAVEMENT SECTION PER DETAIL 6, TYPE 2 ON SHEET C3
- INSTALL 102" DECORATIVE CONCRETE HEADER & PAVEMENT PER DETAIL 1 ON SHEET C3 AND DETAIL 11 ON ARCHITECTURAL PLAN SHEET A 102.
- INSTALL 6" CONCRETE VERTICAL CURB AND GUTTER PER M.A.G. STD. DTL. 220, TYPE 'A'
- INSTALL 2"-4" CURB TRANSITION PER M.A.G. STD. DTL. 222.
- INSTALL 8" CONCRETE EXTRUDED CURB PER DETAIL 3 ON SHEET C3.
- INSTALL MONOLITHIC CURB AND SIDEWALK PER DETAIL 2 ON SHEET C3.
- INSTALL MONOLITHIC CURB AND SIDEWALK FLUSH WITH A.C. PAVT. PER DETAIL 10 DETAIL 2 ON SHEET C3.
- INSTALL HANDICAP SIDEWALK RAMP PER DETAIL 4, SHEET C3.
- INSTALL RETAINING WALL PER DETAILS 21 & 22 ON STRUCTURAL PLAN SHEET SD3.5 WITH 5' HIGH WROUGHT IRON FENCE PER DETAIL 23 ON STRUCTURAL PLAN SHEET SD3.5.
- INSTALL RETAINING WALL PER DETAILS 21, 22 & 23 ON STRUCTURAL PLAN SHEET SD3.5 WITH HAND RAILS PER DETAIL 13 ON ARCHITECTURAL PLAN A102.
- INSTALL RETAINING WALL PER DETAILS 21 & 22 ON STRUCTURAL PLAN SHEET SD3.5 WITH 3' SCREEN WALL PER DETAIL 15 ON ARCHITECTURAL PLAN SHEET A102.
- INSTALL STAIRS WITH HANDRAILS PER DETAIL 13 ON ARCHITECTURAL PLAN SHEET A102.
- INSTALL HANDICAP SIDEWALK RAMP PER DETAIL 5 ON SHEET C3
- INSTALL 4 FOOT WIDE CURB OPENING W/RIP-RAP PER DETAIL 12 ON SHEET C3.
- INSTALL 8 FOOT WIDE CURB OPENING W/SPLINWAY PER DETAIL 13 ON SHEET C3.
- INSTALL 18" THICK ANGULAR QUARRY STONE RIP RAP, (26 L.F.) PER DETAIL 10 DETAIL C-3.
- CONSTRUCT DETENTION BASIN PER DETAIL 'A' ON THIS SHEET.
- INSTALL SIDEWALK DRAIN PER DETAIL 14 ON SHEET C3.
- INSTALL DUMPSTER ENCLOSURE PER DETAILS 4 AND 5 ON ARCHITECTURAL PLAN SHEET A102.
- CONSTRUCT 8" THICK POST TENSION CONCRETE FLOOR SLAB PER STRUCTURAL PLAN DETAIL 125 ON SHEET SD1-1.
- INSTALL WALL OPENING PER DETAIL B ON THIS SHEET.
- INSTALL 72" PRECAST CONCRETE SAFETY CURB PER M.A.G. STD. DTL. 150 TYPE B-3, TP. (4 EA)
- INSTALL 6" TRASH SCREEN PER DTL. E THIS SHEET.
- INSTALL RETAINING WALL PER DETAIL 24 ON STRUCTURAL PLAN SHEET SD3.5 WITH 42" HIGH HAND RAIL PER DETAIL 'A', THIS SHEET.
- INSTALL 20" LONG WALL WER SECTION PER DETAIL F, THIS SHEET.

CALL TWO ADJACENT DAYS
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

MORNINGSTAR OF FOUNTAIN HILLS
FOUNTAIN HILLS, AZ 85008
PREPARED FOR:
SHEA CONNELLY DEVELOPMENT LLC

B.A.R. I.N.O.
CIVIL ENGINEERING
1802 ZEPHYRUS DRIVE
PHOENIX, AZ 85024
3940 E. WILLETTA STREET, PHOENIX, AZ 85004
514 E. 8TH STREET, CAGANA, AZ 85022

13480
WILLIAM C.
COLLINS

DATE: 9-3-15
DRAWN: Azziz
SCALE: N/A
REVISIONS:
A 8-25-15
B 9-9-15

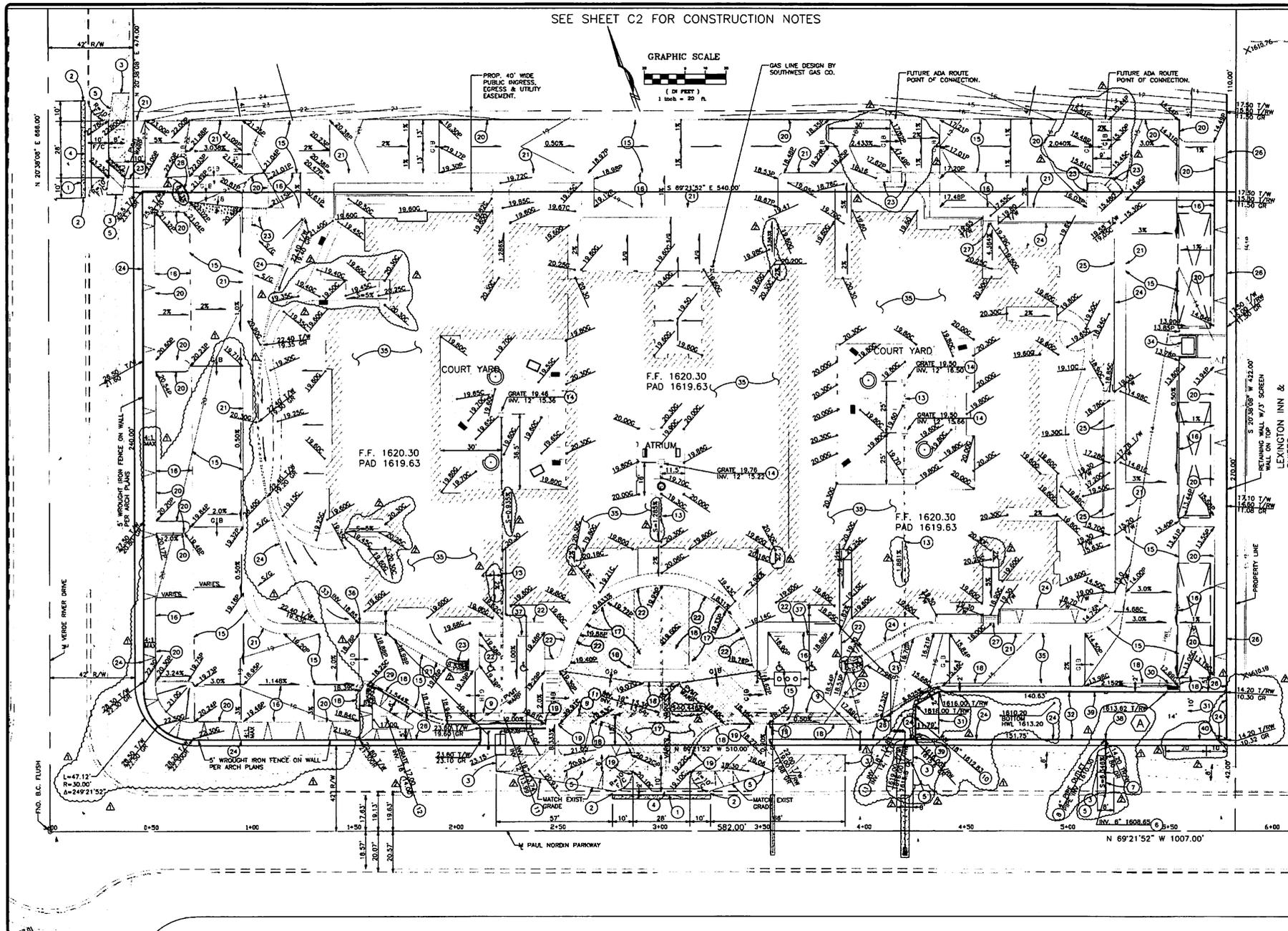
8-SHEET
C2 OF C8

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MS-RCS FOUNTAIN HILLS, LLC

Modified Detention Basin

SEE SHEET C2 FOR CONSTRUCTION NOTES

GRAPHIC SCALE



CALL TWO WORKING DAYS BEFORE TO DIG
 263-1000
 1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

MORNINGSTAR OF FOUNTAIN HILLS
 16701 E Paul Nordin Parkway
 Fountain Hills, AZ 85208
 PREPARED FOR:
SHEA CONNELLY DEVELOPMENT LLC

PROJECT: CASA GRANDE
 16001 27th Avenue
 Fountain Hills, AZ 85208
 DRAWN BY:
D.R.A. INC.
 CIVIL ENGINEERING
 LAND SURVEYING
 840 E. WILLETTA STREET, PHOENIX, AZ 85004
 504 E. 8th STREET, CASA GRANDE, AZ 85222



DATE: 9-3-15
 DRAWN: Alvin
 SCALE: 1" = 20'
 REVISIONS:
 A 8-25-15
 B 9-9-15

SHEET
 C4 of C8