DEVELOPMENT AGREEMENT

Trinity at Havasu Foothills Estates

This Development Agreement (this "Agreement") is made and entered into effective as of the day of _______, 2024 (the "Effective Date") by and between Lake Havasu City, an Arizona municipal corporation ("City"), MDCAB, LLC, an Arizona limited liability company ("Developer"), and the Trinity at Havasu Foothills Estates Homeowners Association ("HOA"). City, Developer, and HOA are sometimes referred to in this Agreement collectively as the "Parties" or individually as a "Party." This Agreement is a supplement to, and does not supersede, any existing development agreement, City ordinance/resolution, or other determinations or rulemaking by City in connection with the development of the property within City's boundaries known as "Havasu Foothills Estates" (collectively, the "Existing Documents"), and this Agreement should be read and interpreted as such.

RECITALS

A. Developer owns real property located in Lake Havasu City, Arizona, legally described on the attached **Exhibit A** ("**Trinity**").

B. Trinity is part of Phase 3 of the overall 640-acre Havasu Foothills Planned Development and is currently a part of the Havasu Foothills Estates Specific Plan, which was approved in 2003 through Ordinance No. 03-717 (the "**HFE Plan**").

C. Developer is legally entitled to construct up to 90 lots on a portion of Trinity, per the HFE Plan, and as depicted in **Exhibit B** (the "Approved Lots").

D. City provided comments to Developer in the form of a Notice of Subdivision Action – RL1 dated March 7, 2023 (the "Action"). The Action requires, among other things, a development agreement between City and Developer.

E. A sewer lift station and force main to be located on Tract 2391 (together, the "Lift Station") are required as depicted in Exhibit C.

F. The Lift Station will not be maintained by City but will require Developer and HOA access to the public right of way and connection to a City-owned and maintained gravity sewer.

G. City and Developer are entering this Agreement in accordance with Arizona Revised Statutes § 9-500.05 to facilitate the development of the Approved Lots within Trinity.

H. The purpose of this Agreement, for avoidance of doubt, is to facilitate the development of and enforce the City's, Developer's and HOA's responsibilities regarding the Lift Station, Private Roadways, and utility infrastructure on the Approved Lots within Trinity.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and the mutual promises and agreements

set forth herein, the Parties agree as follows:

1. Private Roadways.

1.1 It is the intention of the Parties that all roadways to, from, and within Trinity shall be private roadways (together, the "**Private Roadways**"). Private Roadways shall include any planned culvert crossing as well as any future constructed access to washes located within Trinity. The Private Roadways shall be owned by the Developer and the HOA.

1.2 The Developer and HOA shall be responsible for the maintenance, upkeep, repairs, future replacements, and associated undertakings for the Private Roadways, subject to Section 1.4 and 1.5 of this Agreement.

1.3 The Developer and HOA shall have the exclusive right to gate the Private Roadways, determine the location of the gates as approved by the City, and establish access protocols and restrictions for the Private Roadways, in accordance with applicable laws and regulations. The Developer and HOA shall provide reasonable access to all property owners within Trinity and emergency services as required by law. The gating and access protocols shall be communicated to all affected parties in a timely manner. The City shall be granted access at all times, under all conditions in order to maintain and repair City water and wastewater infrastructure located within Trinity.

1.4 Upon the completion of any maintenance, repair, or replacement of public infrastructure on a Private Roadway, the City shall be responsible for repairing the Private Roadway to its condition as existed prior to the maintenance, repair or replacement of such public infrastructure. This repair shall consist of asphalt patching of the trench/repair area, as required, and does not include repaying the entire Private Roadway. Pavement markings will be repaired or replaced as required. If the Private Roadway is anything other than asphalt, the Developer and HOA shall be responsible for removing and replacing the required sections of the Private Roadway for the City to perform repair work on the water, wastewater, and sewer infrastructure.

1.5 Developer and HOA agree to grant the City reasonable access to the washes situated within Trinity for maintenance and repair purposes as mandated by applicable laws.

2. Lift Station

2.1 Water and sewer within Trinity will be public infrastructure and Developer and HOA will allow City access to them across a Public Utility Easement ("**PUE**").

2.2 The Lift Station itself will be privately owned and maintained by Developer and HOA. Developer and HOA will be authorized to use the PUE as necessary for the maintenance and operation of the Lift Station.

2.3 No other lift stations for the Trinity Phases will be constructed. Final grading and easements shall be constructed such that all sewer discharge is from the lift station and force main accepted in Phase 1.

2.4 Developer shall install all water, wastewater, and sewer infrastructure in accordance with all City specifications and requirements in force and effect as of the Effective Date. Once completed and upon successful ADEQ integrity testing and engineer review, Developer agrees to dedicate to City said water, wastewater, and sewer infrastructure.

2.5 Developer shall construct the Lift Station in accordance with ADEQ Certifications and other applicable City specifications and requirements in force and effect as of the Effective Date. Once

constructed, the Developer will continue to own, and Developer and HOA will be solely responsible to maintain, the Lift Station. Should the City be required to assume maintenance and operation responsibility, Developer and HOA agree to compensate the City for upgrades or make improvements to the Lift Station as may be required by the City, including amendment to this Agreement.

2.6 A portion of the PUE shall contain certain "dry utilities," which may include electric, phone, cable, internet, and other similar services. The property upon which the PUE lies, including any Private Roadway, shall remain the property of the underlying property owners; provided, however, that the City and any dry utilities shall have an easement for access, ingress and egress to the PUE and the property owners shall maintain their properties to allow for reasonable unrestricted access to the PUE by the City or utility company as needed.

3. Developer and HOA Representations. Developer and HOA represent and warrant to City that:

3.1 Developer and HOA have the full right, power and authorization to enter into this Agreement and to perform its obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by Developer and HOA have been duly authorized and agreed to in compliance with the organizational documents of Developer.

3.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

3.3 Developer and HOA will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

3.4 As of the Effective Date, Developer and HOA know of no litigation, proceeding or investigation pending or threatened against or affecting Developer or HOA, which could have a material adverse effect on Developer's or HOA's performance under this Agreement that has not been disclosed in writing to City.

3.5 This Agreement (and each undertaking of Developer and HOA contained herein) constitutes a valid, binding and enforceable obligation of Developer and HOA, enforceable according to its terms.

3.6 The execution, delivery and performance of this Agreement by Developer and HOA is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Developer is a party or to which Developer or HOA is otherwise subject.

3.7 Developer and HOA have not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of attorneys.

3.8 Developer and HOA has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

4. Events of Default; Remedies.

4.1 <u>Events of Default by Developer or HOA</u>. Default or an Event of Default by Developer or HOA under this Agreement shall mean one or more of the following:

4.1.1 Any representation or warranty made in this Agreement by Developer or HOA was materially inaccurate when made or shall prove to be materially inaccurate during the Term; or

4.1.2 Developer or HOA fail to observe or perform the payment obligations required of it under this Agreement.

4.1.3 Determination by the City that the Developer or HOA is failing to properly operate and maintain the Lift Station.

4.2 <u>Events of Default by City</u>. Default or an Event of Default by City under this Agreement shall mean one or more of the following:

4.2.1. Any representation or warranty made in this Agreement by City was materially inaccurate when made or shall prove to be materially inaccurate during the Term; or

4.2.2. City fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

4.3 <u>Grace Periods: Notice and Cure</u>. Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from a non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such notice, or, if such Default is of a nature that is not capable of being cured within thirty (30) days shall be commenced within such period and diligently pursued to completion.

4.4 <u>Remedies on Default</u>. Whenever any Event of Default occurs and is not cured (or cure undertaken) in accordance with this Agreement, the non-defaulting Party may take any of one or more of the following actions:

4.4.1. <u>Remedies of City</u>. City's remedies shall consist of, and shall be limited to collection of all amounts past due and owing herein and such other rights and remedies allowed pursuant to Arizona law.

4.4.2. <u>Remedies of Developer and HOA</u>. Developer's and HOA's remedies upon Default by City shall consist of seeking special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring City to undertake and to fully and timely perform its obligations under this Agreement, and such other rights and remedies allowed pursuant to Arizona law.

5. Miscellaneous Provisions.

5.1 <u>Governing Law; Choice of Forum</u>. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Mohave or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action. The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced.

5.2 <u>Limited Severability</u>. In the event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation or City code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

5.3 <u>Construction</u>. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and each Party hereby waives the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

5.4 Notices.

5.4.1 <u>Addresses</u>. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing, or by telecopy facsimile machine, or by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid:

If to City:	City Manager Lake Havasu City 2330 McCulloch Blvd N. Lake Havasu City, AZ 86403 Telephone: 928-453-4141
With a copy to:	City Attorney Lake Havasu City 2330 McCulloch Blvd N. Lake Havasu City, AZ 86403 Telephone: 928-453-4144
If to Developer:	MDCAB, LLC 2036 McCulloch Blvd Lake Havasu City, AZ 86403 Telephone: 928-889-9378
If to HOA:	Trinity at Havasu Foothills Estates Homeowner Association 2036 McCulloch Blvd Lake Havasu City, AZ 86403 Telephone: 928-889-9378
5.4.2 <u>Effective D</u>	Pate of Notices. Any notice sent by United States Postal Service

5.4.2 <u>Effective Date of Notices</u>. Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Any notice sent by telecopy facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's telecopy facsimile machine. Any Party may designate a different person or entity or change the place to which any notice shall be given.

provisions.

5.5 <u>Time of Essence</u>. Time is of the essence of this Agreement and each of its

5.6 <u>Section Headings</u>. 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.

5.7 <u>Attorneys' Fees and Costs</u>. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute shall be entitled to reimbursement of its reasonable attorney's fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

5.8 <u>Waiver</u>. The Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

5.9 <u>Third Party Beneficiaries</u>. No person or entity shall be a third party beneficiary to this Agreement, except for permitted transferees, assignees, or Lenders to the extent that they assume or succeed to the rights and/or obligations of Participant under this Agreement, and except that the indemnified persons referred to in the indemnification provisions of this Agreement shall be third party beneficiaries of such indemnification provisions.

5.10 <u>Exhibits</u>. Without limiting the provisions of Section 1, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

5.11 <u>Integration</u>. Except (a) for the Existing Documents, with respect to which this Agreement is supplemental and not superseding; and (b) as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters, hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement, but not the Existing Documents.

5.12 <u>Further Assurances</u>. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of: (a) this Agreement as in full force and effect; and (b) the performance of the obligations under this Agreement at any time during its Term.

5.13 <u>Business Days</u>. 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 a 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.

5.14 <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all so executed shall constitute one agreement, binding on the Parties.

5.15 <u>Non-liability of City Officials</u>. No City Council member, official, representative, agent, attorney or employee of City shall be personally liable to Developer, or to any successor in interest to Developer, in the event of any Default or breach by City or for any amount which may become due to

Developer or its successors, or with respect to any obligation of City under the terms of this Agreement.

5.16 <u>Conflict of Interest</u>. This Agreement may be cancelled under Arizona Revised Statutes § 38-511.

5.17 <u>Binding Effect</u>. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties and the rights and obligations hereby created are assignable in whole or in part by the Developer. This Agreement shall run with the land, and any future owner of Trinity shall be bound to the provisions of this Agreement applicable to Developer. Any party taking title to the Trinity shall be deemed to assume the obligations of the Developer hereunder, and the Developer shall be released from all of said obligations at such time the Developer holds no further interest in Trinity.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Developer:

MDCAB, LLC an Arizona limited liability company

STATE OF ARIZONA

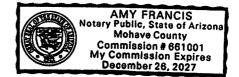
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COUNTY OF MOHAVE

The foregoing instrument was acknowledged before me on this 5^{++} day of <u>AUQUST</u> 2024, by Dustin Runyon, who represented to me that he executed the same in his authorized capacity.

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By: Cal Sheehy, Mayor
Attest:
By: City Clerk
Approved as to form:
By:
City Attorney

Notary Public

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HOA: Trinity at Havasu Foothills Estates Homeowner Association, an Arizona nonprofit corporation B Dustin Runyon STATE OF ARIZONA) :SS COUNTY OF MOHAVE) The foregoing instrument was acknowledged before me on this 5^{+h} day of AVQV, who represented to me that he executed the same in his 2024, by Dustin Runyon authorized capacity. AMY FRANCIS Notary Public, State of Arizona Mohave County Commission # 661001 My Commission Expires December 26, 2027

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EXHIBIT A LEGAL DESCRIPTION OF TRINITY

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The parcels described in the Warranty Deeds at Rec. No. 2021089026 and Rec. No. 2022058287, Records of Mohave County, in the NE1/4 Section 33, T14N, R19W, G&SRM, Lake Havasu City, Arizona.

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EXHIBIT B TRINITY APPROVED LOTS

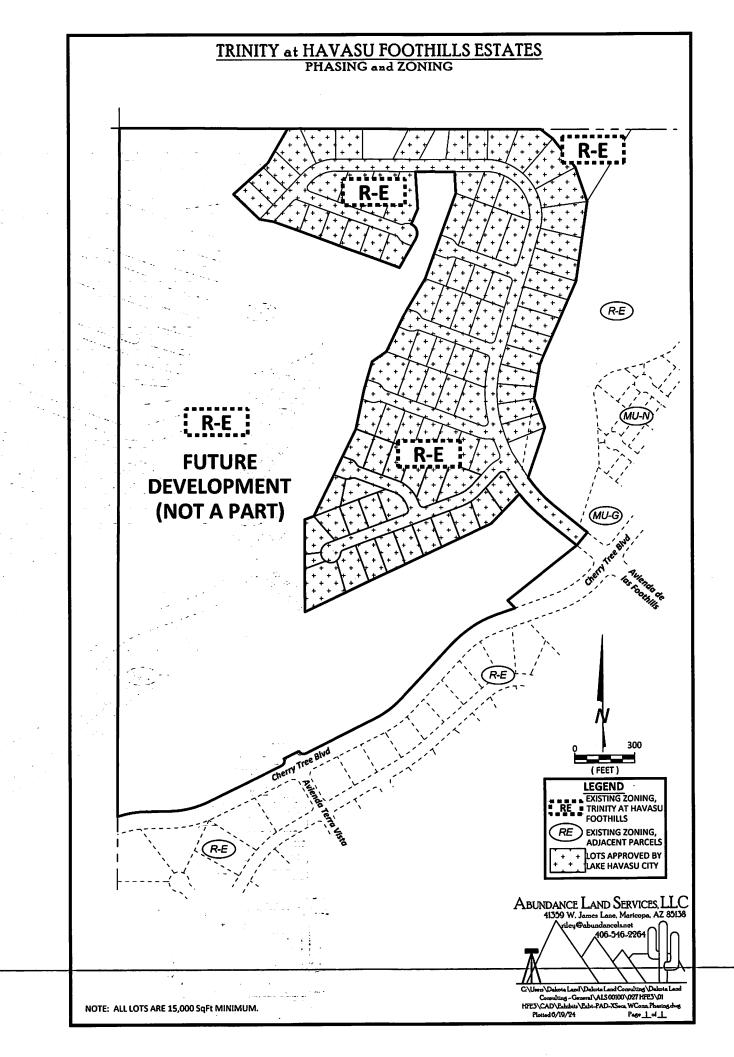
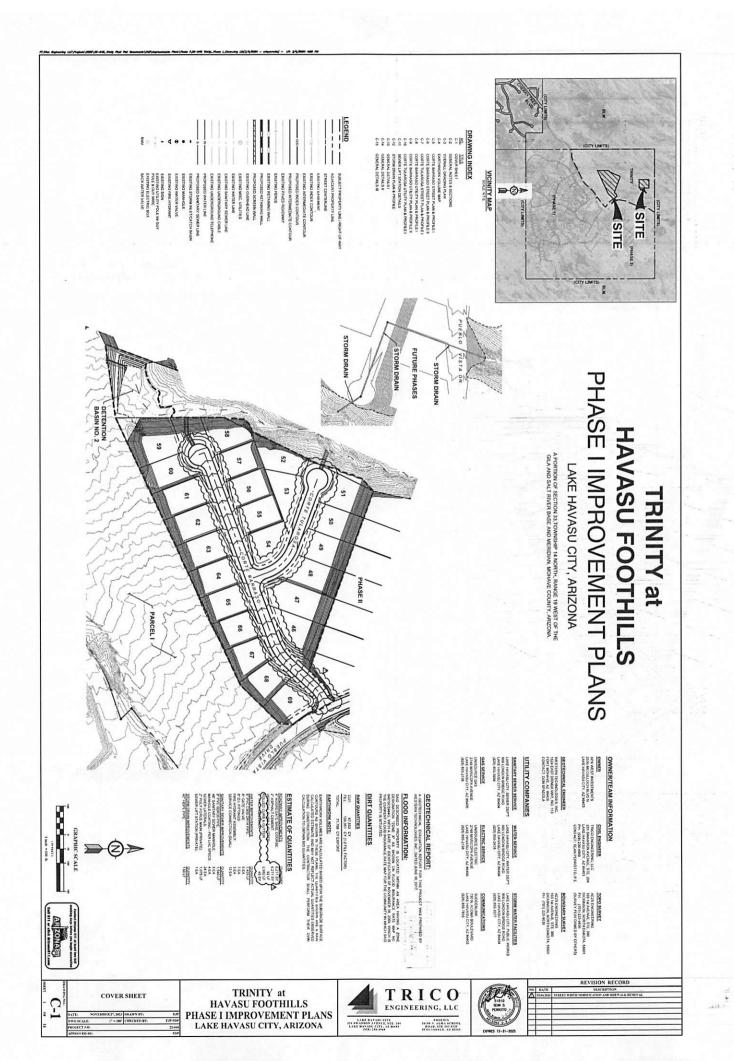
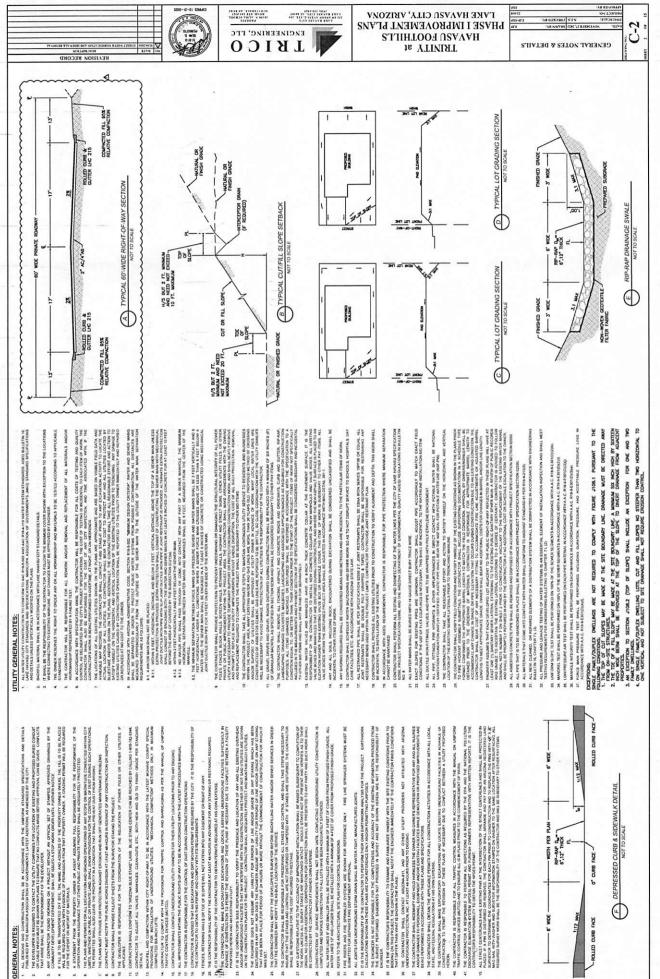


EXHIBIT C PHASE 1 IMPROVEMENT PLANS





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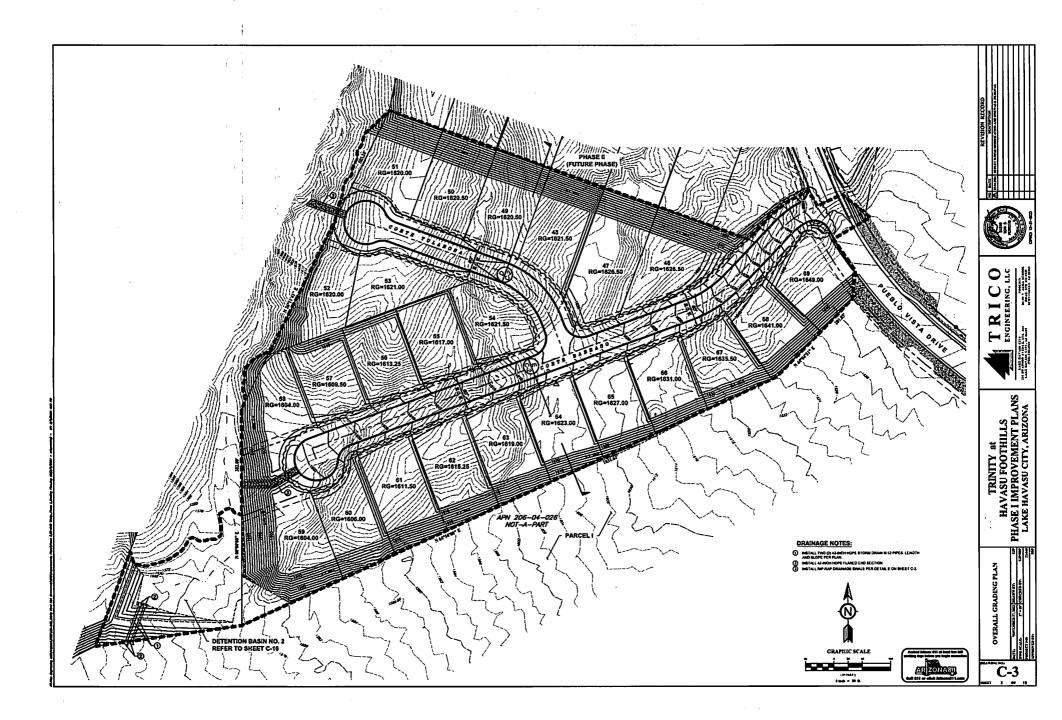
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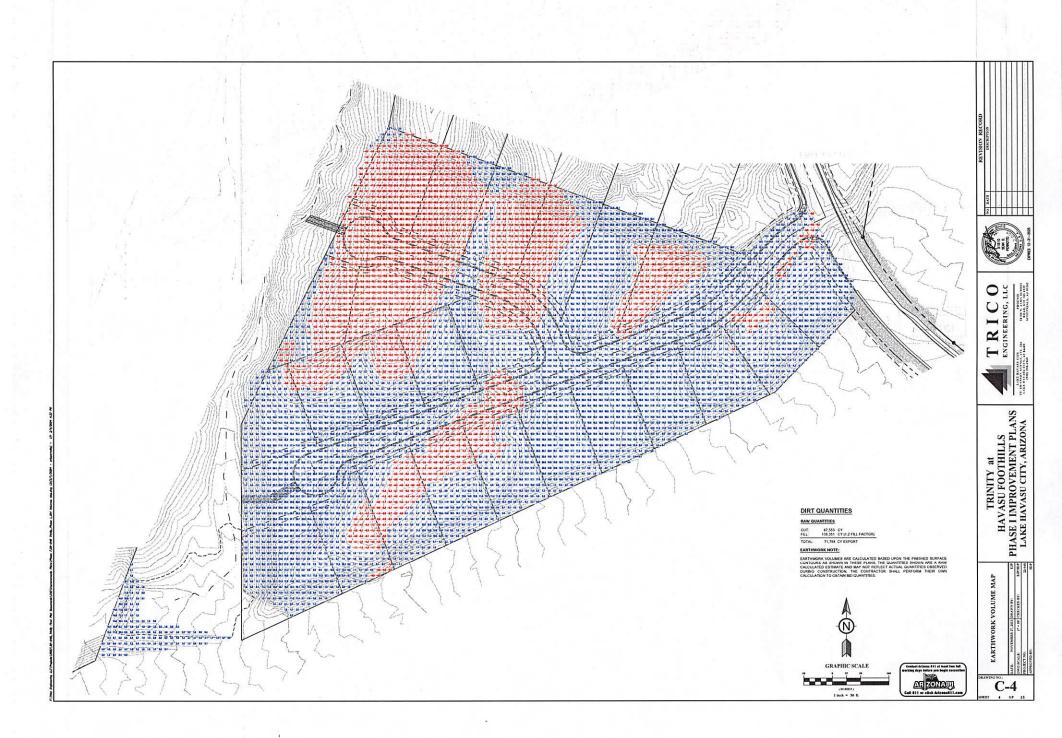
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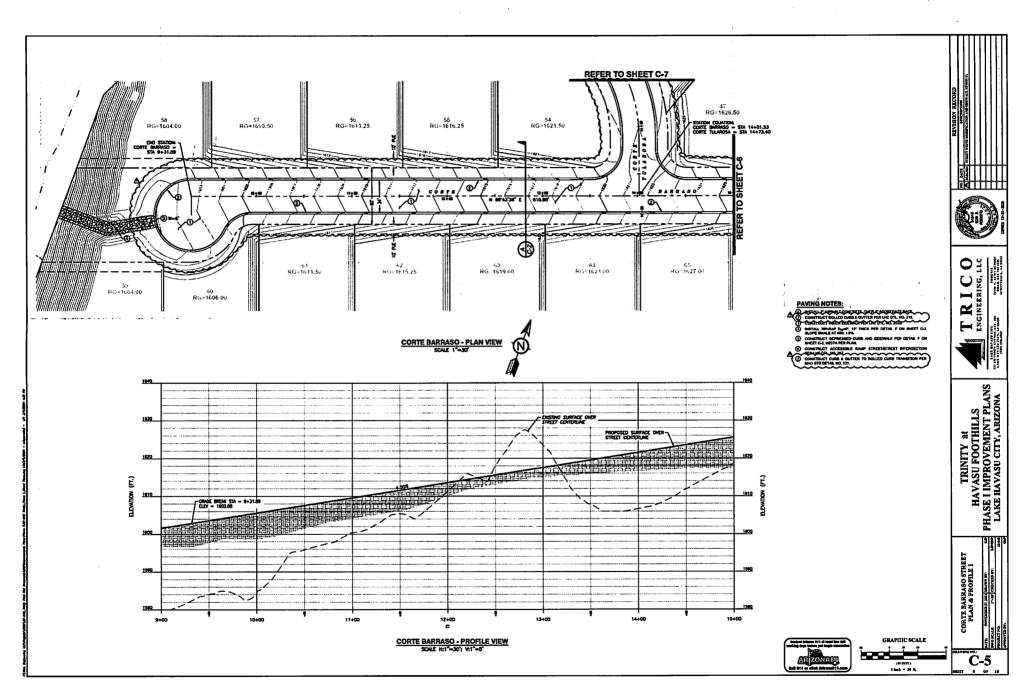
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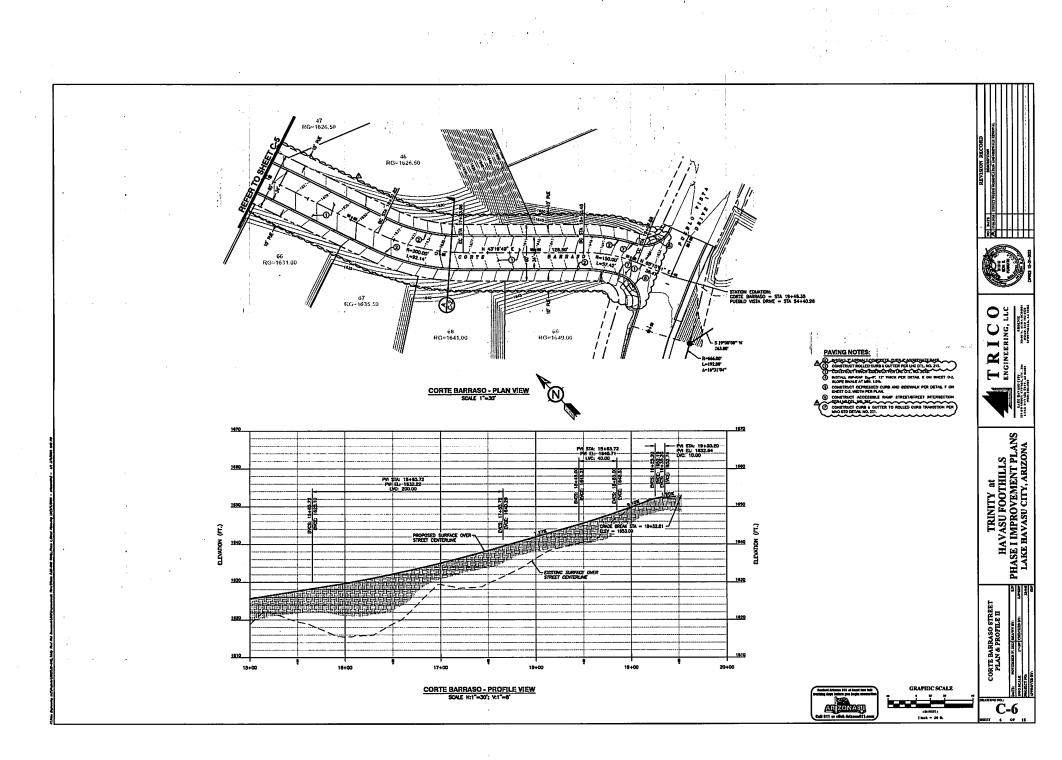
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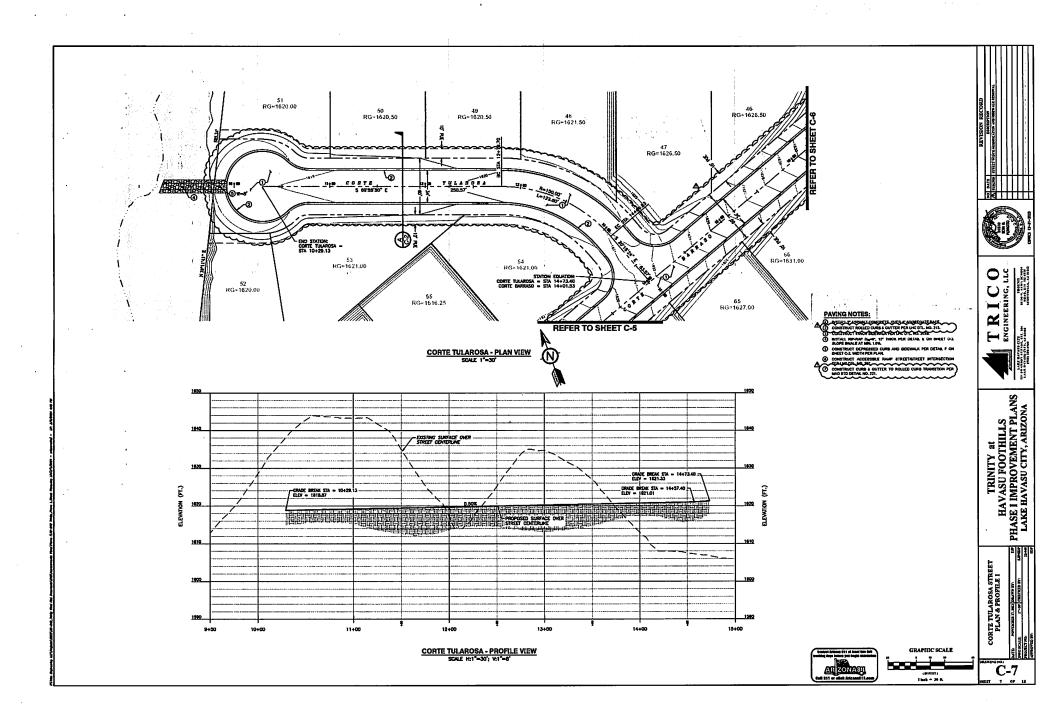




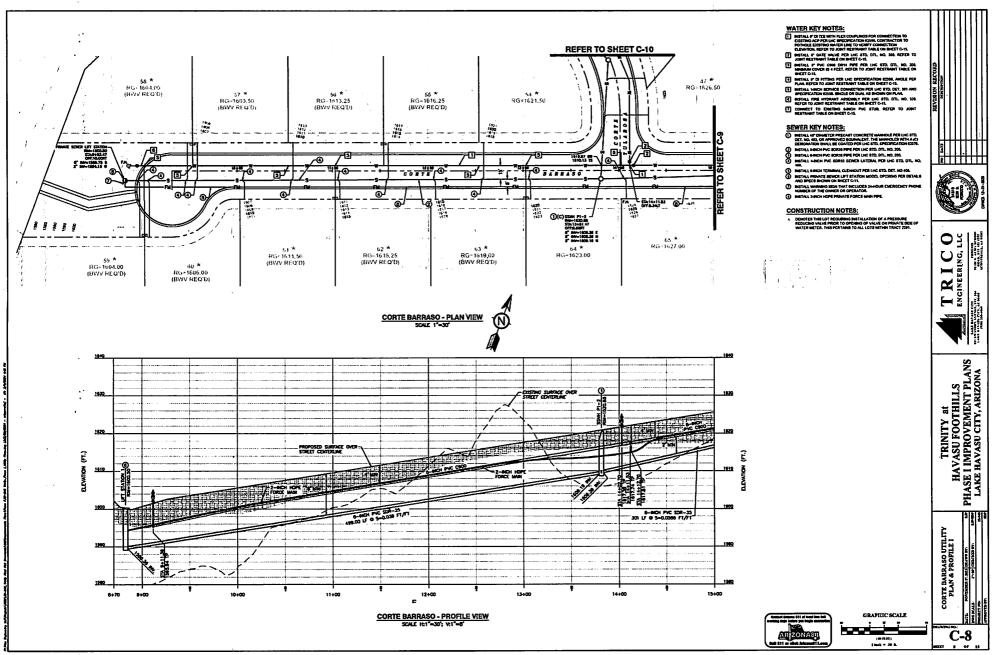


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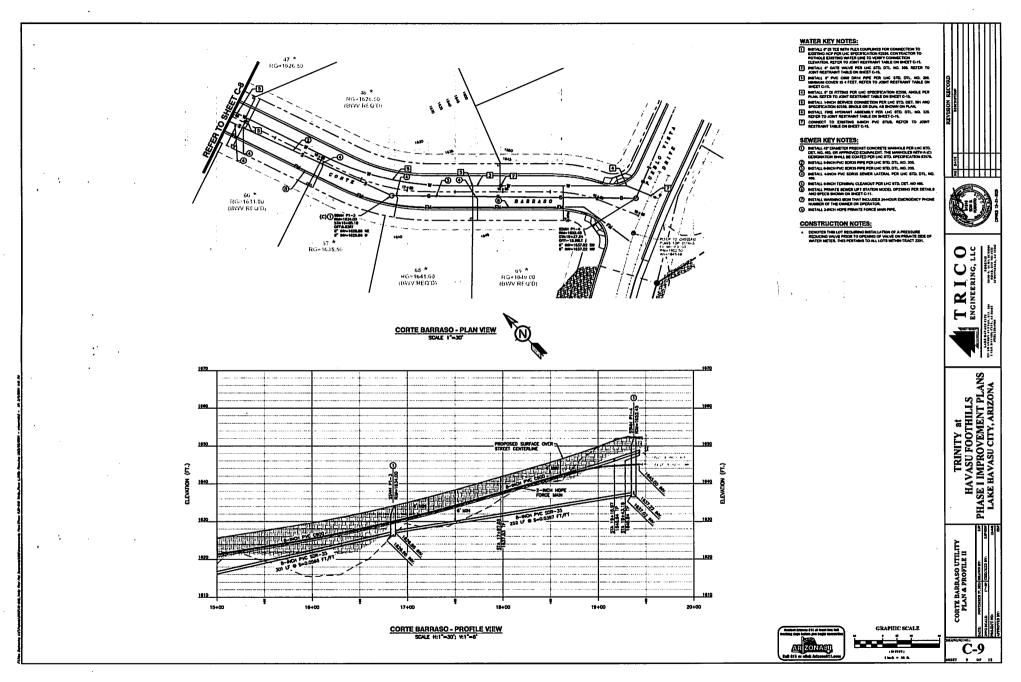




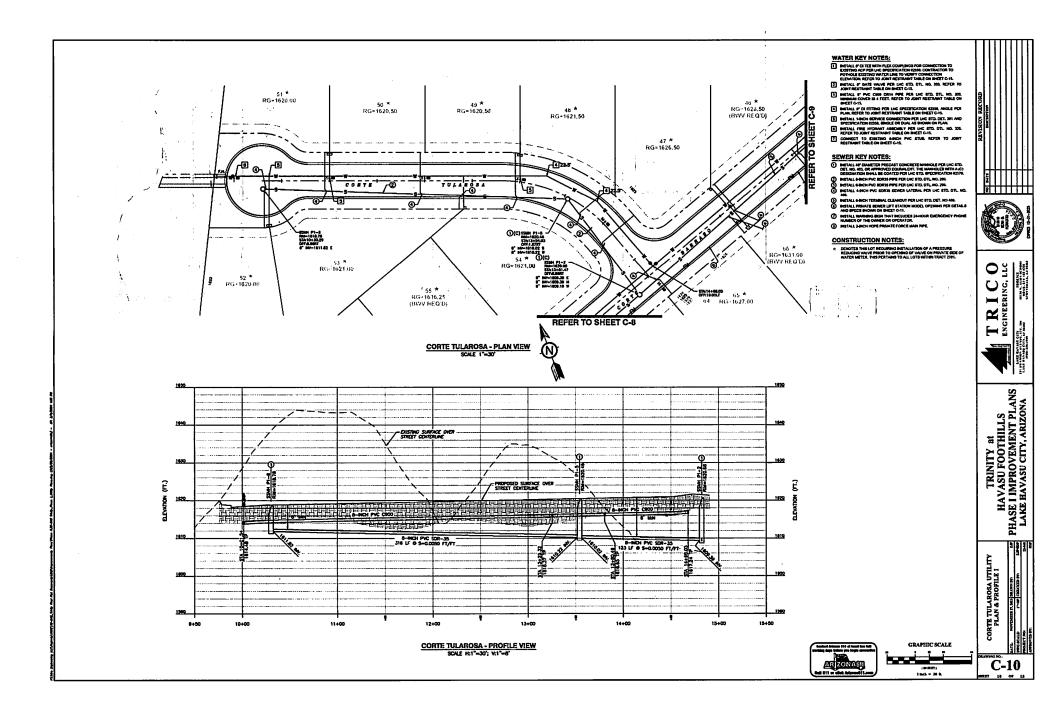
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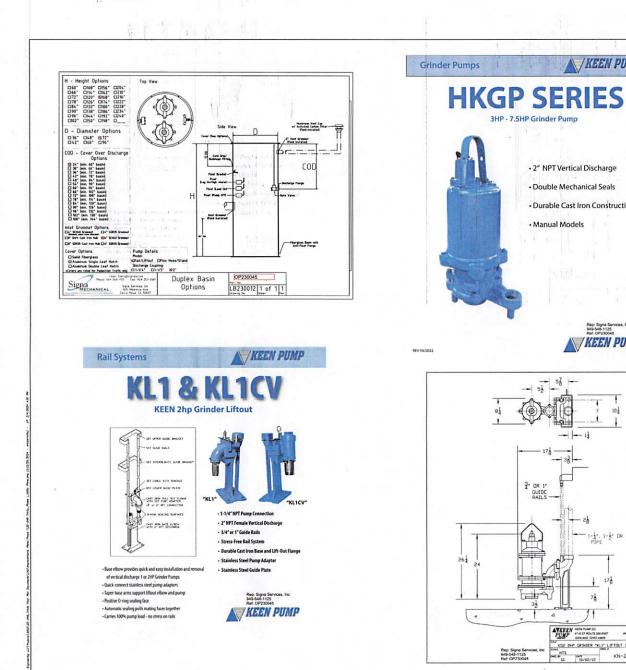


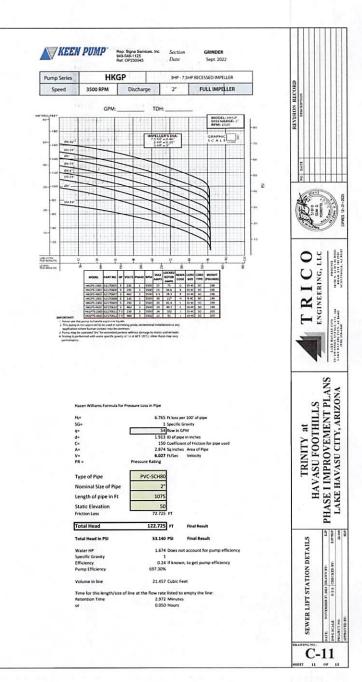
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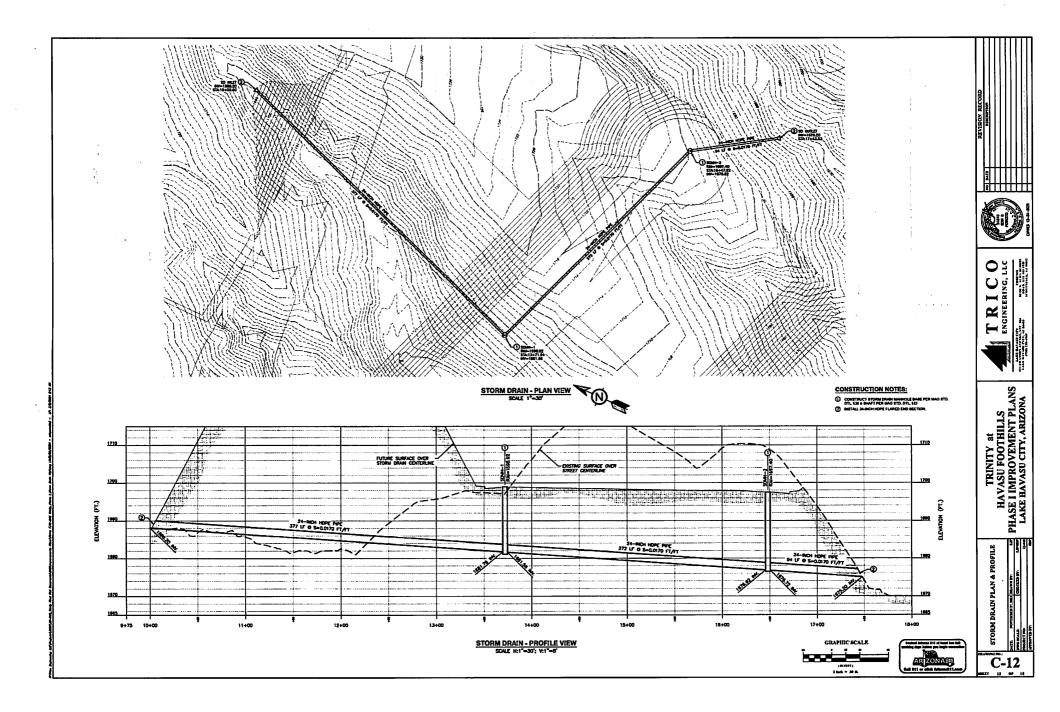
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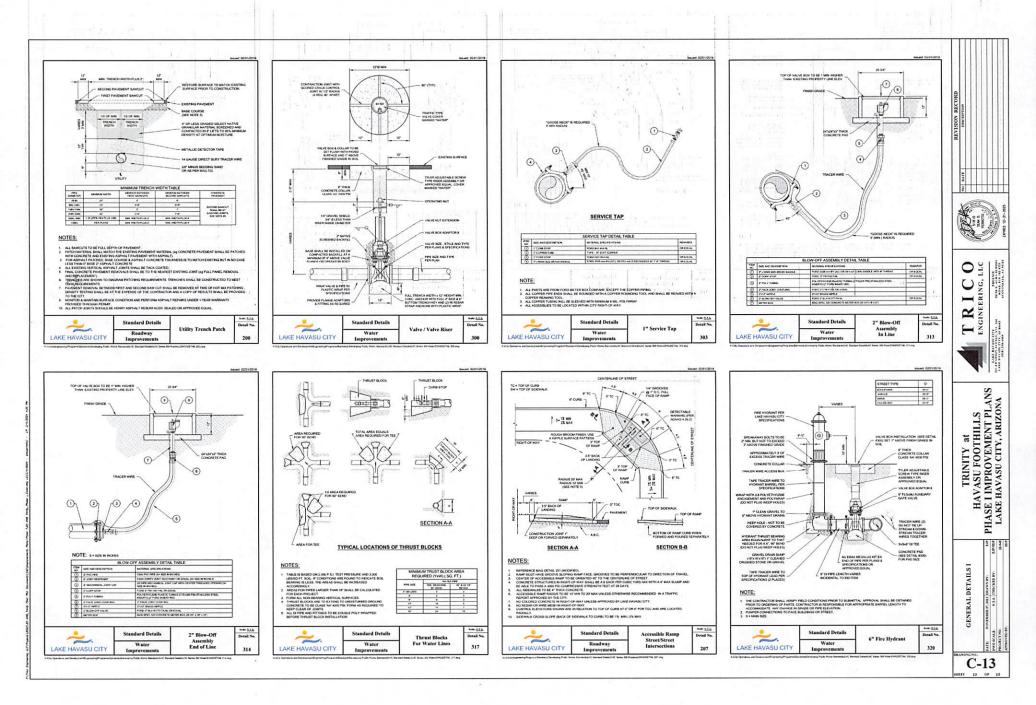
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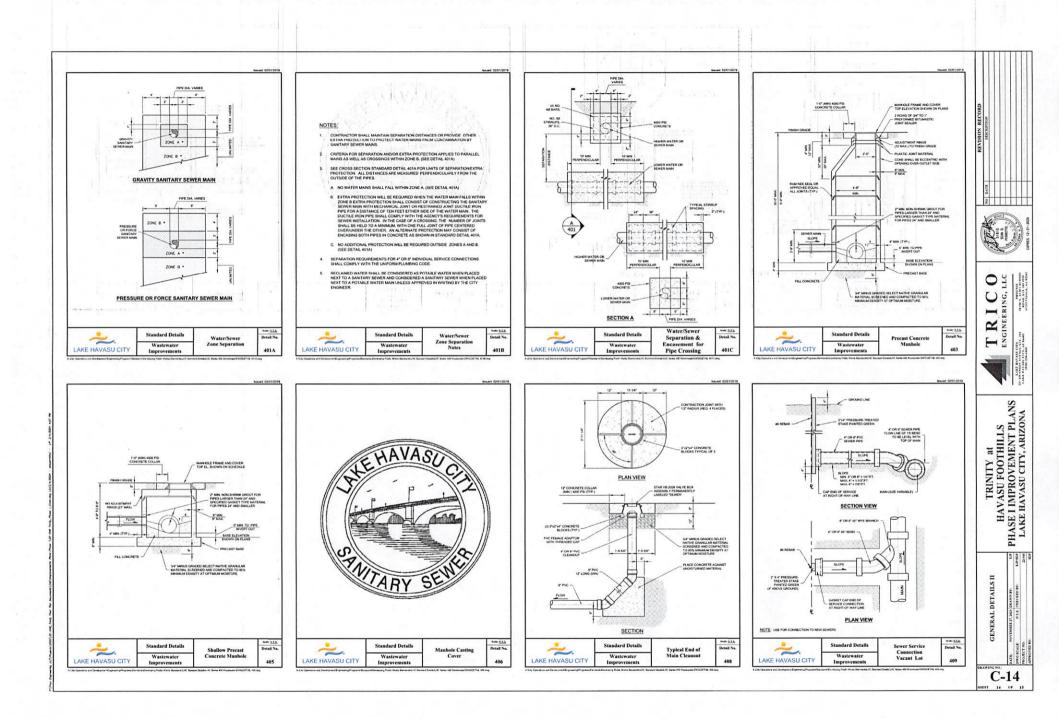


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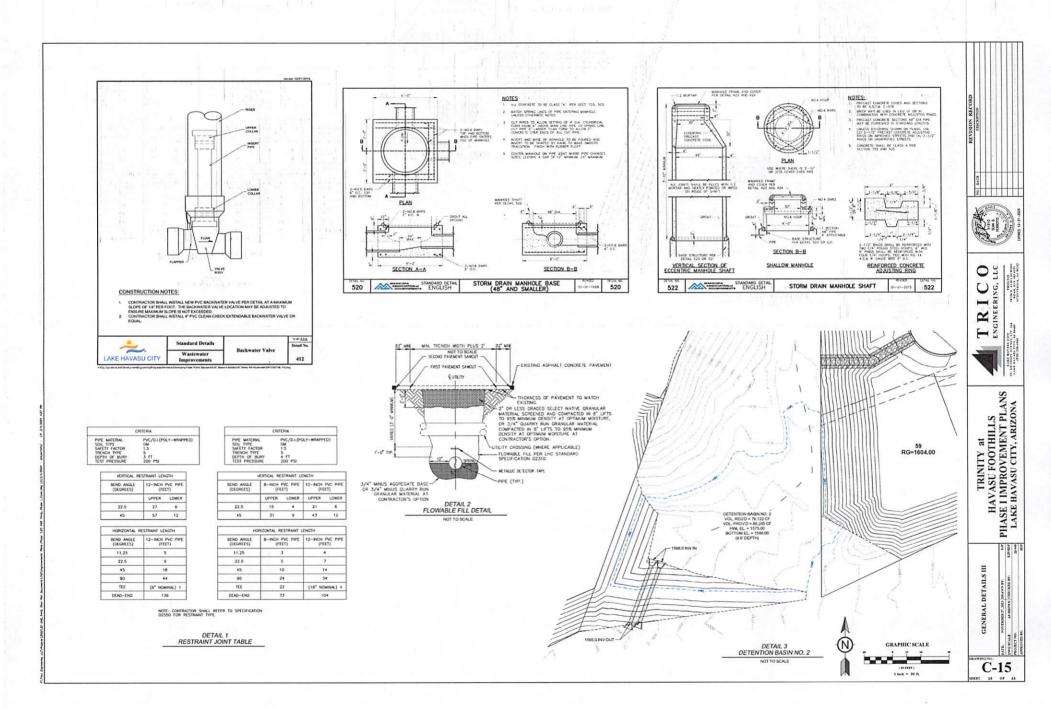


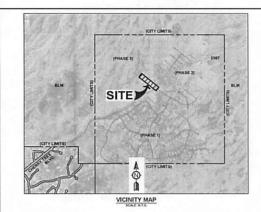




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DRAWING INDEX

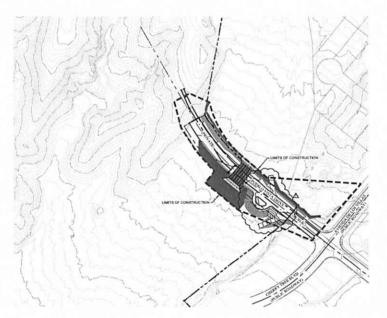
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- BOX CULVERT PLAN & PROFILE
- 64 EARTHANDER MOLUME MAD
- EARTHWORK VOLUME MAP GENERAL DETAILS I GENERAL DETAILS II ERDSION CONTROL PLAN ERDSION CONTROL DETAILS C-8 C-8

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-	EQISTING STORM INLET/CATCH BASIN
	EXISTING MANHOLE
٠	EXISTING WATER VALVE
v	EXISTING FIRE HYDRANT
	EXISTING SIGN
p-4	EXISTING UTILITY POLE W/ GUY POLE & GUY WIRE
	EXISTING ELECTRIC BOX
8wv	BACK WATER VALVE

TRINITY ROAD CROSSING AT HAVASU FOOTHILLS TRINITY **IMPROVEMENT PLANS**

HAVASU FOOHILLS ESTATES LAKE HAVASU CITY, ARIZONA A PORTION OF THE W1/2 SECTION 33, TOWNSHIP 14 NORTH, RANGE 19 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LAKE HAVASU CITY, MOHAVE COUNTY, ARIZONA.



OWNER/TEAM INFORMATION

OWNER CIVIL ENGINEER PX WEST 2036 MCCULLOCH BLV LAKE HAVASU CITY, AZ CONTACT BRITT WOL

GEOTECHNICAL ENGINEER

NCO ENGINE

WESTERN TECHNOLOGIES, IN 1524 EAST DRINDA WAY, NO. 1 FORT MOHAVE, AZ 56425 CONTACT, DON SPADOLA

UTILITY COMPANIES

SANITARY SEWER SERVICE WATER SERVICE LAKE HAVASU CITY, SEWER 900 LONDON BRIDGE ROAD LAKE HAVASU CITY, AZ 5540 LAKE HAVASU CITY, WATER 900 LONDON BRIDGE ROAD LAKE HAVASU CITY, AZ 8640 GAS SERVICE ELECTRIC SERVICE UNISOURCE GAS 2749 MARICOPA AV

COMMUNICATIONS SUCDENLINK 730 N. ACOMA BOULEVARD LAKE HAVAGU CITY, AZ 84403 UNISOURCE ELECTRI 2749 MARICOPA AVEN LAKE HAVASU CITY, A

TOPO SURVEY

AE25 ENGINEERING 103 14 AVENUE, STE. 300

AE2S ENGINEERING 103 1M AVENUE, STE. 300 DICKINSON, NORTH DAKO

STORM WATER FACILITIES

ATTE & MARYTANED BY MOR

(701) 225-9636 VEY PERFORMED BY OTHERS BOUNDARY SURVEY

8

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FLOOD INFORMATION:

SAID DESCRIBED PROPERTY IS LOCATED DESIGNATION 'ZONE X' AS SHOWN ON WITH A DATE OF ID TY IS STUD

DIRT QUANTITIES

RAW QUANTITIES CUT 218 CY TOTAL 14.271 CY MP

EARTHWORK NOTE:

45-INCH SEWER MANH

EARTHWORK VOLUMES ARE CALCULATED BASED UPON THE FIN CONTOURS AS SHOWN IN THESE PLANS. THE QUANTITIES SHO CALCULATED ESTIMATE AND MAY NOT REFLECT ACTULA QUANT DURING CONSTRUCTION. THE CONTRACTOR SHALL PERFOR CALCULATED TO GETAIN BED QUANTITIES.

ESTIMATE OF QUANTITIES

TAC PAVEMENTAL AB ROLLED CURB & GUTTE SAFETY RAIL 100 LF 470 LF 2,220 SY GUANTITY 360 LF 2,080 SF 80 LF 80 LF 192 LF DRAMAGE MPROVEMENTS VERT INLET AND OUTLET AP # DEEP CUTOFF WALL # DEEP CUTOFF WALL GUANTITY 708 LF 2 EA 1 EA 1 EA WATER IMPROVEMENTS 2-INCH GATE VALVE SEWER IMPROVEMENTS

GUANTITY 670 LF 3 EA 1 EA

GRAPHIC SCALE

1 inch = 100 ft.



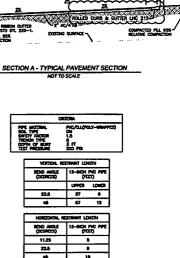
GENERAL NOTES:

- 1. ALL DEBINE AND CONSTRUCTION BUILL BE IN ACCORDANCE WITH THE UNFORM STANDARD INFORMATIONS AND DETAILS PUBLISHED BY THE MARICOPA AESOCIATION OF GOVERNMENTS, LATEST ADDITIONS, AS AMDIDED BY THE CITY.
- THE DEVELOPER IS REQUIRED TO CONTACT THE UTELITY COMMANDS FOR LOCATION OF EXISTING AND PROPOSED BURED CONDUCT OR CARLY WHICH MUST BE BROWN ON PLANN TO EXISTING THAT NO CONFLICTS AND SECOND APPROVING CAN BE ONEN, CONFLICTS THAT AND EAVIL AND BE RECOMMENTELY OF THE DAYS DATE.
- ANY CONTRACTOR FOLKO WORKING ON A PROJECT WITHOUT AN OFFICIAL BET OF STAMPER APPROVED D COMMANETY DEVELOPMENT DEPARTMENT, INVAL 65 ISSUED A STOP WORK ORDER UNTE PARTMEN NOTICE.
- F FALS TO BE TRANSPORTED OF BIT, THE WAR AND ADDRESS OF THE PROPERTY OWNER, WHERE THE FALS IS TO BE PLACED WAL BE RECORDED ALONG WITH RECEIVE OF PERMESSION FROM THAT PROPERTY OWNER. A GRADUAL PROFILE TO THE EXPORT ON INFORM ON WITH RECEIVE OF PERMESSION FROM THAT PROPERTY OWNER. A GRADUAL PROFILE TO THE EXPORT ON INFORM ON WITH RECEIVE OF PERMESSION FROM THAT PROPERTY OWNER. A GRADUAL PROFILE TO THE EXPORT ON INFORM ON WITH RECEIVE OF PERMESSION FROM THAT PROPERTY OWNER. A GRADUAL PROFILE TO THE EXPORT ON INFORM ON THE RECEIVE OF PERMESSION FROM THAT PROPERTY OWNER. A GRADUAL PROFILE TO THE EXPORT ON INFORMATION OF THE TRANSPORT
- A STATEMENT FROM THE PROPERTY OWNER OR AGENT ASSUMPTO FULL RESPONSELITY FOR THE PERFORMANCE OF THE OPERATION AND AN ASSUMANCE THAT OTHER FUSILE AND PRIVATE PROPERTY SHALL BE ADEQUATELY PROTECTED. THE PLANS AND PERMITS FOR ALL EXCANATION AND GRADING OPERATIONS OF ANY SCOPE OF MAINSTUDE CONCUCTED WITHIN CITY LINETS, MIGTINER ON FURIC OR PRAVATE LAND, SHALL BROW PROVIDING FOR THE CONTROL OF OURT DURING SUCH OPERATIONS THE POINTEE BANK LAND, LINKE THE PROPERTY IN A CONCULNED THAT SHALL PROVIDING THAT SHALL
- THE PLANS MUST PROVIDE FOR PROTECTION AGAINST EROSION AND RUN OFF GENERATED MAINTENANCE PROBLEMS. CONTRACT MUST NOTIFY THE PUBLIC WORKS DIVISION AT LEAST 46-HOURS IN AD-INCE OF MEY COMM
- 8. CONTRACTOR BIALL PROVIDE FELICUT SHEETS FROM THE BURVEYOR STACKS THE PROJECT.
- THE DEVELOPER IS REAFONDING FOR THE COORDINATION OF THE RELOCATION OF POWER POLES OR OTHER UTLITIES, IF APPLICABLE
- AVECABLE IL CONTRACTOR BHUL COMPOSE TO VIETOWI RUE STACE LWH, RUE STACE CONTO CM IN EXACED IT CULLING HIM TADIAN IL CONTRACTOR TO AQUET ALL WAVER, IMMEDIEL CLEMICUTE, ETC., BOTH HEW AND GLD TO THEM SMADE PLR. STANDARD OFFICIA.
- A ACKFEL AND COMPACTION WITHIN CITY REAT-OF-WAY TO BE IN ACCORDANCE WITH THE LATEST MCHANGE COUNTY SPECIAL PROVISIONE FOR INSTALLATION OF UNDERGROUND UTELITER, "MECHANICAL COMPACTION" METHODE ONLY IN MAXIMAN COMPACTED DEVINION (IF A
- CONTRACTOR TO COMPLY WITH THE PROVISIONS FOR TRAFFIC CONTROL AND BARRICADRYS AS PER THE MANUAL OF UNFORT TRAFFIC CONTROL DRIVES (MUTCO).
- 15. CONTRACTOR MARKS CONTACT UNDER BRICERO UTF (TV COMPERE FOR THEME UTF (TV CONTINUE RECEIPT) ANY NOTING
- 14. ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHTS-OF-WAY TO BE IN ACCORDANCE WITH THE LATEST PROCEDURES IMMUN.
- THE CONTRACTOR IS RESPONSELE FOR THE CONTROL OF DUET DURING CONSTRUCTION OPERATIONS
- CONTRACTOR IS ADVISED THAT AN EXCANATION AND DIRT MOVING PERMIT IS REQUIRED BY THE CITY, IT IS THE RESPON THE CONTRACTOR TO DETAIL THIS PERMIT AND COMPLY WITH ITS REQUIREMENTS.
- FENCES, RETAINING WALLS OR TOE OF BLOPES WALL NOT EXTENDING MAY EASEMENT OR REDAT-OF-WAY ACTOR GHALL NOTBY THE ENGINEER AT LEAST 44-HOURS IN ADVANCE FOR ANY STACING OR RESTACING REQUIRED.
- 21. IT IS THE REDPONDERITY OF THE CONTRACTOR TO OBTAIN PERMITE REQUIRED AT HIS OWN EXPENSE.
- . THE CONTRACTOR WALL MAKE EXPLORATORY EXCANATIONS AND LOCATE EXISTING UNDERGOUND FACULTES SUFFICIENTLY BY ADVANCE OF CONSTRUCTION TO PENNET THE REVISION OF THESE PLANS IF NECESSARY DUE TO CONFLICT SETWEEN A FACULTY PERPORT HADRANE STRUCTURE TO A STRUCTURE TO A STRUCTURE OF THESE PLANS IF NECESSARY DUE TO CONFLICT SETWEEN A FACULTY
- TO STUDIE CONTRACTOR IS USED RESPONSEDTY TO VERY THE PRESENCE AND LOCATION OF ANY AND ALL DISTING OVERHEAD AND/OR UNDERWORKED FACILITIES THAT MAY INTERFERE WITH THE CONSTRUCTION, WHITHER OR NOT EARD UTILITIES ARE BHOWN ON THE CONSTRUCTION PARSES FOR THE PROVIDEY. CONTRACTOR BHOL ADDRIVIDLY PROTECT AND MANTAIN BUCH TUTILITIES.
- THE CONTRACTOR BHALL NOTBY THE DEVELOPENTS BURNEYOR BEFORE BACKFELING WATCH AND/OR BEWER BERINCES IN ORDER THAT THE ENGINEER MAY VOREY THE AS BUR I LOCATION OF THE BERINCE.
- NE DEMELTE BET FUEL FOR A FORMER FOR THE CONTROL OF THE REPORT. Intraction while an exponential For Presention all states and control, and BMLL TARE STEPS RECESSANT TO I MAX THE STATES AND CONTROL ARE NOT DISTURBED ON TAMPENED WITH, IF STATES ARE DISTURBED, THE CONTRACTOR MR EXPONENTIAL FOR THE CONTROL AND INFO DISTURBED ON TAMPENED WITH, IF STATES ARE DISTURBED, THE CONTRACTOR MR EXPONENTIAL FOR THE CONTROL AND RESERVED.
- CONSTRUCTION OF SUM ACE IMPROVEMENTS SHALL NOT BEEN UKT, CONFLICTING UNDERGNOUND UTILITY CONSTRUCTION IS COMPLETED AND SERVICE COMPLETED IS ALL LOTS HAVE BEEN ADEQUATELY EXTENDED.
- 23. ALL WATER LINES IF AND SIMILER WALL BE DISTALLED WITH A MINIALM OF S-FEET OF COMER FROM PROPOSED FINISH GRADE. ALL WATER LINES LP AND LARGER MALL BE DISTALLED WITH A WINNAM OF S-FEET OF COVER FROM PROPOSED FINISH GRADE.
- 38. REFER TO THE ARCHITECTURAL BITE PLAN FOR CONTROL DIMENSIONS. 11. FRE REERS AND FIRE EPHONOLIC EVETEMS ARE GHOWN FOR REFERENCE ONLY. FIRE LINE EPHONOLIC EVETEMS MUST BE EXAMPLIED FOR REPARATE FIRE DEPARTMENT APPROVE.
- ALL JOINTS FOR UNDERGROUND STORE DRAIN SHALL BE WATER-TICHT, WARJFACTURED JOINTS.
- 33. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THEIR OWN BARTHWORK ANALYSIS FOR THE PROJECT. EARTHWORK CALCULATIONS BHOWN ON THESE PLANS ARE FOR REFERENCE ONLY AND/OR PERMITING PURPOSES.
- 34. THE DROMEDR IS NOT REMONSTREE FOR THE COMPLETIBLES AND ACCURACY OF THE EXISTING INFORMATION PROVIDED FROM THE BURKEY PERFORMED, EASEMENTS NOT PROVIDED IN BURKEY AND NOT SHOWN HEREIN ARE NOT THE RESPONSEMENT OF FUCURITY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMPLE AND FAMILARZE HELED F WITH THE ESTE EXETING CONDITIONS PRIOR TO BEDRIG ON THE PROJECT, THE CONTRACTOR BHALL NOTBY THE ENGINEER IMPEDIATELY IF THE CONTRACTOR FRICS CONDITIONS THAT DIFFES THAN WANT IS DONNIE THE FLAGS.
- THE CONTRACTOR INALL CONTACT ARCONALLI, AND ANY OTHER UTILITY PROVIDERS NOT AFFEIRTED WITH ARCON UNDERGROUND PROTECTION, INC, AT LEAST 44 HOURS PROVE TO DISCUSS.
- 7. THE CONTRACTOR BHALL BICEBREY AND HOLD WARLESS THE OWNER AND GIMER'S REPRESENTATIVE FOR ANY AND ALL BLARES MODIO DWAYOS TO PORSONICE, SQUARMONT AND/OR EXSTING FACELINES WILL DOLOUTION OR PROPOSED IMPROVIDENTS ARE BEICH PROFORMED IN ACCORDINGE WITH THESE PLANS AND IMPORTANTING AND ALL DUAL DOLOUTION OF PROPOSED IMPROVIDENTS ARE BEICH PROFORMED IN ACCORDINGE WITH THESE PLANS AND IMPORTANTING.
- TRACTOR SHALL OSTAIN THE APPLICABLE PORISTS FOR ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH ALL LOCAL OF FEDERAL REGULATIONS AT HIS OWN EXPONDE. STATE AND
- THE CONTRACTOR BHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNERHUMBUNED FACENTIES IN ADVANCE OF CONTINUETON TO PERMIT THE REVISION OF THESE PLANS IF RECESSARY DUE TO CONFILET BETWEEN A UTILITY PROPOSED
- In the contractor is reproved for all traffic control measures in accordance with the manual on uniform traffic control processing and to branch in the back process to be compared with the manual on uniform
- THE CONTRACTOR IS REPROVEDED TO PERFORM ALL REPECTIONS AS REQUIRED BY THE DA AND THE MATCHINE POLLUTION ENSURING ELIMINATION SYSTEM APPECED PENET AND FURNER OWNERS REPRESENTATIVE WITH WRITTEN REPORTS, IT IS THE CONTRACTOR RESPONDENT TO DETAIL THE MODE PENET.
- Contractions exproduced in together the model press. A last fixed contractions and bottless and a single press and a single press and bells as motification and multiple of a mission of a single press and a single press and a single press and a single press and a public press and a single press and a single press and a single press and a single press and a model press and a single press and a single press and a single press and a single press and a model press and a single press and a single press and a single press and a single press and a model press and a single press and a single press and a single press and a single press and a model press and a single press and a single press and a single press and a single press and a model press and a single press and a single press and a single press and a single press and a model press and a single press and a single press and a single press and a single press and a model press and a single press and a model press and a single press

- UTILITY GENERAL NOTES:

- THE OWNER RESERVES THE MENT TO ORDER MAY OR ALL WORKSMARKER AND MATERIALS TO BE TESTED ACCORDERS TO APPLICABLE
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL REWORK AND/OR REMOVAL AND REPLACEMENT OF ALL MATERIALS AND/OR WORKAMENDER REPRESENTED BY A SAMING TEST.
- REGRETAREMENTED BY A ALABLET TEST. BRONCE WITH DESCRITATION OWNE THE CONTRACTOR WILL BE RESPONDING FOR ALL COETS OF TESTING AND CAMA LAS DELIMATED IN THE CITY PROJECT INFORMATIONS. THE COST OF TESTING IS INCIDENTA. TO EACH TEBS OF MORE, CITY INVEL, ALAD ON RESPONDING FOR THE COST OF ANY CITY REPECTION, AND THE ASSOCIATED WITH, B TOTO INVEL, ALAD ON RECOMMENT FOR THE COST OF ANY CITY REPECTION, AND THE ASSOCIATED WITH, B TOTO INVEL, ALAD ON RECOMMENT FOR THE COST OF ANY CITY REPECTION, AND THE ASSOCIATED WITH, B IN ACCO
- LT. A WATCH MAIN BHALL NOT BE PLACED
- на объемения, на терески сотячися, но весон з герт, котятся, ретичет, авоче тне тор ог л вечеся чин наявая ватах протостном в можесса, вота весон з герт, котятся, ретичет, авоче тне тор ог л вечеся чин наявая вота соста воча протостном в можесса воста во може со сонятително тне вечеся ним ните насочнаси, воча соста воча протостном примати и воотника ретите вота не протоста и приматили со на вечеся нам ните насочнаси воча, соста то примати в почивата и примати в соняте со приматили приматили приматили пор ог ла вечеся на приматили во на приматили Полно приматили соокуслити приматили приматили
- BETORD THE AREA OF CONCRED BY THE BUSINETION (REVAL). WITHOUS 25 ESTIMATION OF A STATE SEAL OF THE EXMANLANCE, AND ANY ANY OF A SOMET MANANCE, THE MEMALAN HO WATCH FINE DMALL AXES THROUGH OR COME HATC CONTACT WITH ANY ANAY OF A SOMET MANANCE, THE MEMALAN HORIZONTAL MEMALANDIS STRUCTURE WATCH AND REAL AND IMPOSITE SMALL BE S FET, MEMALANDIS FROM THE CRITER OF THE
- Leveloc. 1. The served approximate provide the server of relations cover and which a server server is a server of the server of
- AND DEPACTURES INCOMENTS IN THE PRODUCT PARL IS DESCRIPTION UNIT OF THE PRODUCT OF AND EXAMPLESS. IN CONTRACTOR SHOT IN AN ALL AND PROVIDENTS IT THEN IN DIARNA CONTRADOUT THE PRODUCT DE REDOUTS AND EXAMPLESS. WITHIN THE PRODUCT ADAL, MANY DISTING WATCH AND ONG IN HAVING CONTRADOUT THE PRODUCT DE REDOUTS AND EXAMPLESS. AND DEPACTURES SHALL BERNORD OF LYTTER VORTER AND AND ALL AND
- ALL CRAMEL OWNER AND CRAMEL ROADS DESTURBED DURING CONSTRUCTION INVEL BE REPLACED WITH A HIBBARIE OF BUL INCHES (IF) OF CRAMELAR INCURED IN RECTRICE IN RECTROMERY AND SHALL BE CONSTRUCTION REALER REPLACED WITH A HIBBARIE OF BUL INCHES (IF)

- ANY AND ALL BOLL, INCLUDING ROCK, DICOUNTERED DURING EXCAVATION INVALL BE CONSIDERED UNCLASSIFIED AND INVALL BE INCIDENTAL TO OTHER ITEMS OF WORK. 15. ANY PROPERTY DOUGHTS DAVID BE CONSISTENT MEANS AND METHODS AND ARE INCIDENTAL TO THE PARTICLE ARTICLES OF WORK
- CONTRACTOR SHALL SCHEDULS WATER SHUTDOWNS AND SEVER WORK SO AS TO NOT CREATER TO SCHOOLS, HOSPITALS, DAY CARE FACILITIES, ETC. IN ACCORDANCE WITH ARCOME STATE LAW.
- A REFERENCE OF THE BALLE & FULL SPECIFICATION STORE 27, JOHN REFERENCE BALL BE ERAN ROM REMES INFOR ON EQUAL ALL JOHN RESTRANTS BALL BE COURSE FOLY WARFED & TAPED. CONTRACTOR BALL BE REFORMED FOR REFERENCE ANY RECEENANT SEGMENT BE THE REFORCE THE CONTRACTOR TO PROVIDE JOHN RETRANTS AND
- Contraction sheat onlines the mean limits contraction in ordered both settless from
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 a accossioned with occo resultations, contraction is represented for the protection where sheats echanics
- 24. CONTRACTOR BINLL PERFORM ALL TEXTING MID DIMINECTING OF THE WATCH UNLER MOR THE CITY OF LINE HUNDED MECHTOLOGIES 2016, PROJECT INFORMATION RANK, MID THE ANZONIA DEPARTMENT OF DIMINOMENTAL QUALITY LODGIA REGULATIONS IN BUT TT
- ALL WATER MANNE DWALL BE BURGED WITH 14 GAUGE CIRDET BURY TRACE WIRE.
- 22. EXACT BLORES FOR EXISTING PIPES ARE UNKNOWN. CONTRACTOR BUILL ADJUST PIPE ACCORDINGLY TO MATCH EXACT PIELD CONCITIONS IF THE USE OF FLEX COUPLINGS IS INCCESSARY, THIS MALL BE INCIDENTAL TO THE WATERLINE INSTALLATION BD ITEM. N FETTINGS, VALVES, AND PIPE ARE TO BE WRAPPED WITH POLY-ETHYLENE DICASOMER
- ALL PIPE, FITTINGS, FIRE HYDRAKTS & OTHER APPURTENANCES IN DIRECT CONTACT WITH POTABLE WATER SHALL BE NATIONAL SAMITATION FOUNDATION (197) IN CERTIFIED, PLASTIC PIPE SHALL BEAR THE HIST BEAL FOR POTABLE WATER USE (197-PM).
- 25. THE CONTRACTOR SHALL TAKE ALL REASONABLE EFFORT AND ACTION TO SATISFY HIMBELF ON THE HORIZONTAL AND VERTICAL LOCATION OF THE EXISTING SEWER LATERALS PRIOR TO TRENCHING MAINLINE.
- MANUAL TRANSMISSION OF A SAME AND A SAME AND
- 2. DISPECT ASSAULT THE CASE DEVICED TO TANKED TO THE SPEC MONOMENT OF THE SPECT ASSAULT DISPECT ASSAULT AND A DEVICE TO ADDRESS ASSAULT ASSAULT AND A DEVICE ASSAULT ASSAUL
- ONCRETE FIRE BHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH PROJECT SPECIFIC
- 25. ALL PIPE THAT IS TO BE ABANDONED IN PLACE SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATION SECTION S258
- 30. ALL MATERIUS THAT COMMENTID CONTACT WITH WATER INVAL CONFORM TO ANSWER STANDARD IN PER INVA-2108 31. ALL NEW, CLEWER, ON REPARED ELEMENTS OF A DISTRIBUTION SYSTEM INVAL NE DISH/SECTED IN ACCORDANCE INVALST IN A CONFERT 2.10.
- PALLER IN CONFICT A LA SALE MESSION AND ALEXAND TESTING OF WATCH FIFTURE IS AN EXECUTING LEADOT OF METALLATON INDERCTION AND BWALL MEET TESTING RECOMPOSITION FOR DEGREESING A BALLETING IS, OWNED 7 11 (2). 10. MICHINE MOLT TESTING, AND EVOLUTION OF WATCH IN EXECUTINE IN ACCORDINCE WITH AAC, RESHESSINGSAL
- UNIORELITET BULL BERUPONED ON 1999 OF THE EXMER BEDIEDTE BI ACCORDANCE WITH AAC, RIA-ESMODIZE, SL. LOWRESENEL AR TETT BULL BE FERONBED ON SACH MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MEDIATY TETT BULL BE FERONBED ON BACH MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MEDIATY TETT BULL BE FERONBED ON BACH MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MEDIATY TETT BULL BE FERONBED ON BACH MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MEDIATY TETT BULL BE FERONBED ON BACH MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MEDIATY TETT BULL BE FERONBED ON BACH MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MEDIATY TETT BULL BE FERONBED ON BACH MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MEDIATY TETT BULL BE FERONBED ON BACH MEN MEN MATERIA IN ACCORDANCE WITH AAC, RIA-ESMODIZE, MUNICIPAL MENTIONE THE MUNICIPAL MEN MEN MENTIONED IN ACCORDANCE MENTIONED IN MENODEMIC MENODEMIC MENODIZE, MUNICIPAL MENODEMICON MENODEMIC MENODEMIC MENODEMIC MENODEMIC MENODEMIC MENODEMIC MENODEMICON MENODEMIC MENODEMIC MENODEMIC MENODEMIC MENODEMICON MENODEMICON MENODEMIC MENODEMIC MENODEMIC MENODEMICON MENODEMICON MENODEMIC MENODEMIC MENODEMIC MENODEMICON MENODEMI
- 7, FORCE MAN PRESSURE TEST SHALL BE PERFORMED INCLUDING DURATION, PRESSURE, AND ACCEPTABLE PRESEURE LOSS IN ACCORDANCE WITH AAC, RIGHERINGHER, ISS





RESTRAINT JOINT TABLE

TRINITY ROAD CROSSING F HAVASU FOOTHILLS TRINITY LAKE HAVASU CITY MOHAVE COUNTY, ARIZONA E. SECTIONS 4 NOTES CENERAL **C-2**

64" WOE PUBLIC ROADING 2.7 100006--W-80M -Ħ ₽ 4------2:1 100 21 MUX-ROLED CARD & GAT "24" WOE REMON CUTTER POR LHC STD DTL 220-1. PACTED FILL 1955

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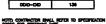
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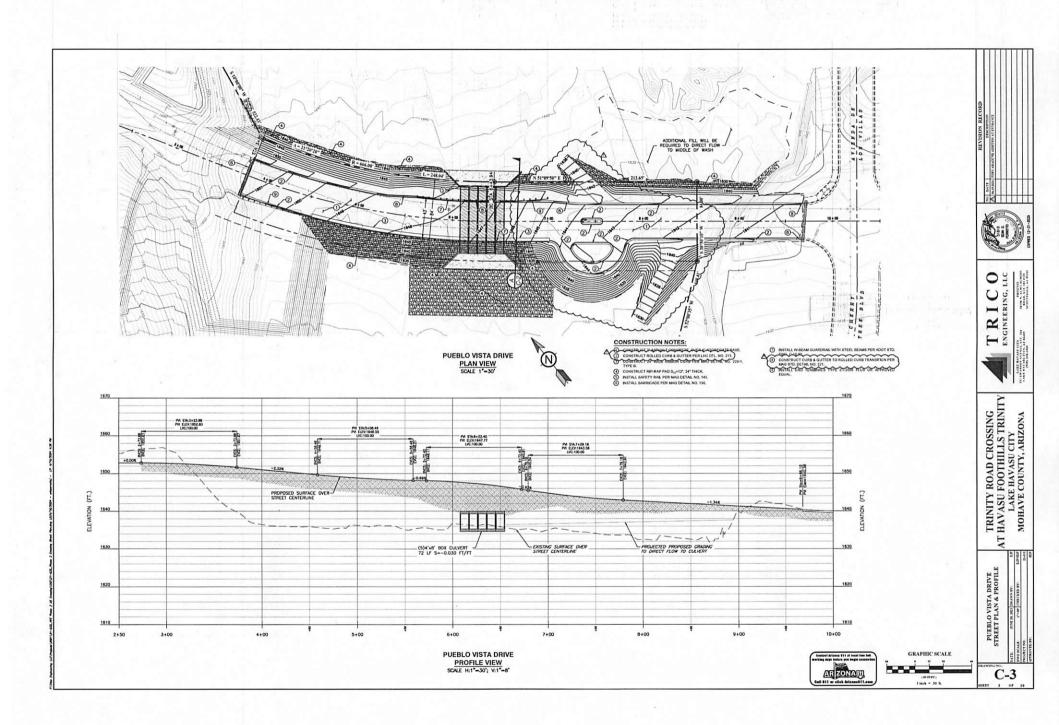
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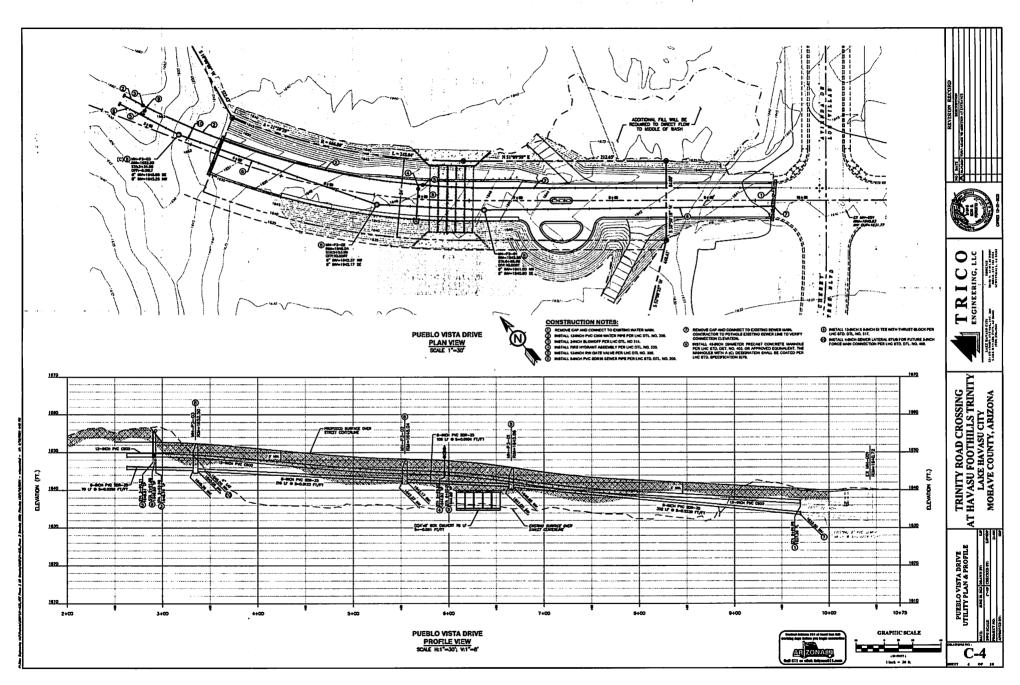
ALTER A



DETAIL 1







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