



Abbreviated Water and Sewer Needs



June 29, 2020

Jeff Barnes
City of Scottsdale
3939 N. Drinkwater Blvd
Scottsdale, AZ 85251

**Re: QuikTrip#1418
Development Application, 4th Submittal
50-DR2011#2 / 6P757 (Key Code)
WLB No. 219006-A002-0105**

Dear Jeff,

Attached for review and approval, please find:

- One (1) copy of the comment response letter
- One (1) PDF of the revised Site Plan
- One (1) PDF of the revised Utility Plan
- One (1) PDF of the revised Waste Water Design Report
- One (1) PDF of the revised Landscape Plan

In response to your letter dated May 1, 2020, we offer the following:

Water and Waste Water

1. Please submit a revised Waste Water Design Report and Utility Plan addressing the following:
 - a. The Sewer Service line proposed is not accepted. Refer to utility plan comments.
Option 1: Field verify that a private gravity service line can be routed to public sewer without conflicting w/SRP irrigation line and conforming to all standard design requirements. Extend public sewer as shown. Option 2: route private forcemain from private pump station to extended public sewer and coated manhole as shown. Option 3: conflict vault on SRP irrigation is not an option unless prior written approval from SRP is obtained and provided along with relevant details in a resubmitted design report.

RESPONSE: After talks with SRP, it has been agreed upon to utilize the existing SRP Conflict Vault to the North. Agreements with SRP and the adjacent property owner have been included with this submittal.

- b. Provide pipe profile showing sewer service line crossing to public sewer. Provide all necessary clearances and extra protection per MAG 404 details and COS detail 2401. Call out details on utility plan.

**50-DR-2011#2
7/1/2020**

RESPONSE: Per the revised sewer layout, a profile is no longer needed because the sewer line is not crossing the SRP irrigation line in a new location.

- c. The connection angle of service line to main shall be 90 degrees per DS&PM 7-1.409 part B. However, in this case a min. 45-degree angle will be permitted. This will still require a public sewer extension and new manhole. (Note if a conflict vault is authorized by SRP the crossing will most likely need to be at 90 degrees and the public sewer section would potentially need to be extended further on the west side of the SRP irrigation line).

RESPONSE: Per the revised sewer layout, this comment is no longer valid.

- d. The 2014 ALTA provided does not seem to indicate the correct 25-foot ROW width available to the west of this property, that would allow public sewer extension as shown in comments. Confirm property lines and resubmit revised information with the resubmitted BOD. Indicate confirmed western parcel property line on utility plan.

RESPONSE: Property Lines that are shown on the Utility Plan and Site Plan are accurate.

- e. The sewer service line shall be per MAG detail 440-3. Call out on utility plan.

RESPONSE: As stated on the previous comment response letter, General Notes number 1 and 2 have been added to the Preliminary Utility Plan.

- f. Confirm any new public 8-inch sewer can be installed at a minimum slope of 0.52% or greater and new 6-inch private sewer can be installed at a minimum slope of 1.00% or greater per DSPM 7-1.404.

RESPONSE: Per the revised sewer layout, there is no longer an 8" Public sewer line. The 6" private sewer line has a 1.0% minimum slope.

- g. Show all water/sewer utility crossings with invert elevations per DSPM 7-1.200.

RESPONSE: Per the revised sewer layout, no

- h. Confirm the sewer service line cleanout is per DSPM 7-1.303 and COS Detail No. 2403.

RESPONSE: COS Detail No. 2403 is for a Force Main cleanout. Per the revised sewer layout, the design is not incorporating a Force Main so the detail is not called out.

- 2. Please see the reviewed Utility Plan – incorporate all technical review comments into the revised Utility Plan.

RESPONSE: Acknowledged.

Site Design:

3. Although pipe bollards were represented on the plans submitted for expired case 50-DR-2011, the approval included stipulations adopted by the Development Review Board regarding alternatives to be shown with the final plans submittal. Please revise the plans to reflect an alternative to the bollards that satisfies the previous stipulation which read:

Modify the bollards on 5-foot centers that are shown on the east, south, and west sides of the convenience store building. Instead of pipe bollards surrounding the building and at the base of the canopy columns, utilize large pots or raised planters for landscape installations, or decorative bollards or metal work so that the barrier system will be less utilitarian in appearance, to the satisfaction of the Current Planning Director. If landscape installations are implemented, provide an opening in the concrete slab so that plant roots can access the soil at ground level.

- a. For your reference, here is an example of a decorative bollard design that was recently approved by the Development Review Board on another project. It uses an internal pipe bollard for security with an exterior encasement meant to look like block with a decorative cap. For your site the exterior could instead utilize a stone or brick appearance to match up to the proposed building materials.

RESPONSE: Additional raised planters have been included and a decorative bollard detail has been accepted and is provided for reference.

Site

4. It appears that sewer service may be in conflict with an existing SRP irrigation pipe. Please show and identify with the site plan that the proposed sewer service alignment is achievable. Please provide any associated pothole information related to the irrigation conduit that exists.

RESPONSE: After talks with SRP, it has been agreed upon to utilize the existing SRP Conflict Vault to the North. Agreements with SRP and the adjacent property owner have been included with this submittal.

This addresses all of the comments received to date. If you have any questions or require additional information, please give me a call at (520) 881-7480

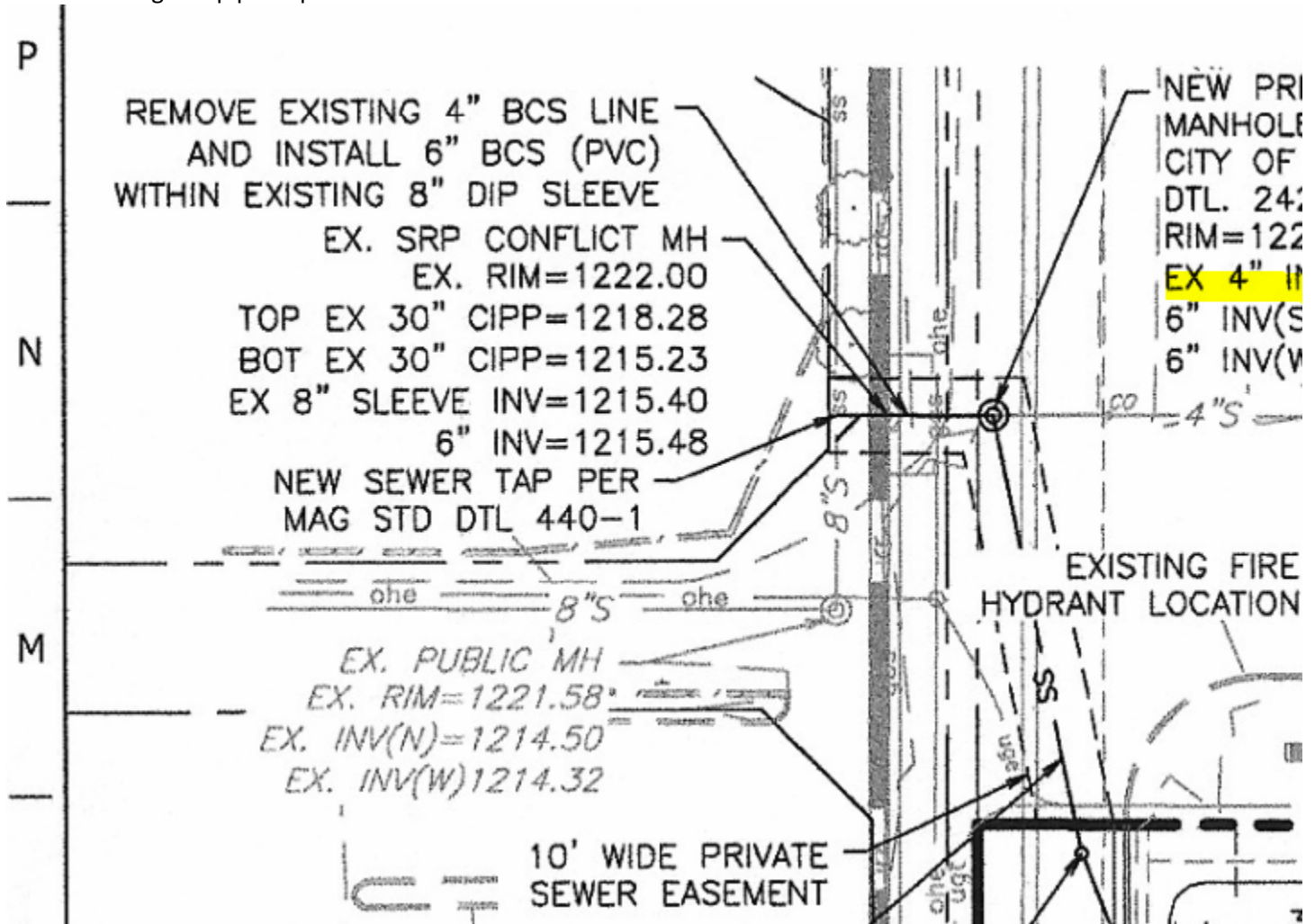
Sincerely,

Jim Williams
THE WLB GROUP, INC.

6



Below: From current proposed QT utility plan. Without potholing, both the size and diameter of the invert highlighted below appear to be assumptions. Please confirm invert and pipe size with pothole or other accurate method to ensure accurate sizing and pipe slopes are accounted for.



Levi C. Dillon, P.E. | Sr. Water Resources Engineer



"Water Sustainability through
Stewardship, Innovation and People"

Contact Info

Direct: (480) 312-5319
Main office: (480) 312-5685
Fax: (480) 312-5615

Mailing/Office Address

Water Resources Administration
9379 E. San Salvador Dr.
Scottsdale, AZ. 85258

Sending me an attachment over 5MB? Please use the link below:

<https://securemail.scottsdaleaz.gov/dropbox/ldillon@scottsdaleaz.gov>

-----Original Appointment-----

From: Barnes, Jeff <JBarnes@Scottsdaleaz.gov>

Sent: Monday, August 3, 2020 8:07 AM

To: Barnes, Jeff; Dillon, Levi; Gue, David; Hayes, Eliana; jnaut@quiktrip.com

Cc: Jim Williams; Goodrich, Ashley; Don Walding; Mars, Scott; Charles Huellmantel

Subject: 50-DR-2011#2 QuikTrip

When: Thursday, August 6, 2020 10:00 AM-11:00 AM (UTC-07:00) Arizona.

Where: Microsoft Teams Meeting

Discuss remaining comments with applicant team on 50-DR-2011#2

[Join Microsoft Teams Meeting](#)

[Learn more about Teams](#) | [Meeting options](#)



Engineering • Planning
Surveying • Urban Design
Landscape Architecture

February 18, 2021

Jeff Barnes
City of Scottsdale
3939 N. Drinkwater Blvd
Scottsdale, AZ 85251

**Re: QuikTrip#1418
Development Application, 5th Submittal
50-DR2011#2 / 6P757 (Key Code)
WLB No. 219006-A002-0105**

Dear Jeff,

Attached for review and approval, please find:

- One (1) PDF of the comment response letter
- One (1) PDF of the revised Wastewater BOD
- One (1) PDF of the revised Site Plan
- One (1) PDF of the revised Utility Plan
- One (1) PDF of the revised Landscape Plan

In response to your letter dated July 27, 2020, we offer the following:

Water and Waste Water

1. Please submit a revised Waste Water Design Report and Utility Plan addressing the following:
 - a. Per COS code 49-118, an established association must be present to allow shared private sewer across contiguous lots with differing ownership. Note that property does not have 1 parcel side with city owned sewer line frontage per subsection (2).

RESPONSE: Following a phone conference call held August 6, 2020, to discuss comments, QuikTrip Corporate counsel and David Gue coordinated on a replacement document in the form of the attached recorded easement to replace this association. Approval of the language from David was received October 15, 2020.

- b. In support of the 49-118 code requirement: Provide official written commitment from ownership of parcel to north to establish an easement for the proposed line and an incorporated association to designate payment, liability, maintenance, and operational responsibility of the shared sewer.

RESPONSE: Please refer to the attached recorded easement which was approved as an alternative by David Gue to the association.

- c. Each lot or building must be provide with its own individual service line unless otherwise approved in writing by the Water Resources Department. Commercial properties must be 6-inch. DSPM 7-1.409 part A and C.



RESPONSE: During the August 6th follow up meeting, the proposed utility layout was discussed and approved conditionally pending the recorded easement provided due to the lack of alternative connections.

- d. The sewer service line proposed is not accepted. Refer to utility plan comments. Option 1: Field verify that a private gravity service line can be routed to public sewer without conflicting w/SRP irrigation line and conforming to all standard design requirements. Extend public sewer as shown. Option 2: route private forcemain from private pump station to extend public sewer and coated manhole as shown. Option 3: conflict vault on SRP irrigation is not an option unless prior written approval from SRP is obtained and provided along with relevant details in a resubmitted design report.

RESPONSE: As stated on the previous comment response letter, after talks with SRP, it has been agreed upon to utilize the existing SRP Conflict Vault to the North. Agreements with SRP and the adjacent property owner have been included with this submittal.

- e. Provide pipe profile showing sewer service line crossing to public sewer. Provide all necessary clearances and extra protection per MAG 404 details and COS detail 2401. Call out details on utility plan.

RESPONSE: As stated on the previous comment response letter, per the revised sewer layout, a profile is no longer needed because the sewer line is not crossing the SRP irrigation line in a new location.

- f. The connection angle of service line to main shall be 90 degrees per DS&PM 7-1.409 part B. However, in this case a min. 45-degree angle will be permitted. This will still require a public sewer extension and new manhole. (Note if a conflict vault is authorized by SRP the crossing will most likely need to be at 90 degrees and the public sewer section would potentially need to be extended further on the west side of the SRP irrigation line).

RESPONSE: As stated on the previous comment response letter, per the revised sewer layout, this comment is no longer valid.

- g. The 2014 ALTA provided does not seem to indicate the correct 25-foot ROW width available to the west of this property, that would allow public sewer extension as shown in comments. Confirm property lines and resubmit revised information with the resubmitted BOD. Indicate confirmed western parcel property line on utility plan.

RESPONSE: As stated on the previous comment response letter, property Lines that are shown on the Utility Plan and Site Plan are accurate.

- h. The sewer service line shall be per MAG detail 440-3. Call out on utility plan.



RESPONSE: As stated on the previous comment response letter, General Notes number 1 and 2 have been added to the Preliminary Utility Plan.

- i. Confirm any new public 8-inch sewer can be installed at a minimum slope of 0.52% or greater and new 6-inch private sewer can be installed at a minimum slope of 1.00% or greater per DSPM 7-1.404.

RESPONSE: As stated on the previous comment response letter, per the revised sewer layout, there is no longer an 8" Public sewer line. The 6" private sewer line has a 1.0% minimum slope.

- j. Show all water/sewer utility crossings with invert elevations per DSPM 7-1.200.

RESPONSE: Per the revised sewer layout, no crossings are needed to be labeled.

- k. Confirm the sewer service line cleanout is per DSPM 7-1.303 and COS Detail No. 2403.

RESPONSE: As stated on the previous comment response letter, COS Detail No. 2403 is for a Force Main cleanout. Per the revised sewer layout, the design is not incorporating a Force Main so the detail is not called out.

- 2. Please see the reviewed Utility Plan – incorporate all technical review comments into the revised Utility Plan.

RESPONSE: Acknowledged.

Site Design:

- 3. Although pipe bollards were represented on the plans submitted for expired case 50-DR-2011, the approval included stipulations adopted by the Development Review Board regarding alternatives to be shown with the final plans submittal. Please revise the plans to reflect an alternative to the bollards that satisfies the previous stipulation which read:

Modify the bollards on 5-foot centers that are shown on the east, south, and west sides of the convenience store building. Instead of pipe bollards surrounding the building and at the base of the canopy columns, utilize large pots or raised planters for landscape installations, or decorative bollards or metal work so that the barrier system will be less utilitarian in appearance, to the satisfaction of the Current Planning Director. If landscape installations are implemented, provide an opening in the concrete slab so that plant roots can access the soil at ground level.

- a. For your reference, here is an example of a decorative bollard design that was recently approved by the Development Review Board on another project. It uses an internal pipe bollard for security with an exterior encasement meant to look like block with a decorative cap. For your site the exterior could instead utilize a stone or brick appearance to match up to the proposed building materials.



RESPONSE: As stated on the previous comment response letter, additional raised planters have been included and a decorative bollard detail has been accepted and is provided for reference.

Site

4. It appears that sewer service may be in conflict with an existing SRP irrigation pipe. Please show and identify with the site plan that the proposed sewer service alignment is achievable. Please provide any associated pothole information related to the irrigation conduit that exists.
 - a. Please confirm the current design of the connection to the storage development connection and see the corresponding BOD notes regarding feasibility of replacing 4" with 6".

RESPONSE: As stated on the previous comment response letter, after talks with SRP, it has been agreed upon to utilize the existing SRP Conflict Vault to the North. Agreements with SRP and the adjacent property owner have been included with this submittal.

FINAL WASTEWATER DESIGN REPORT COMMENTS

1. Confirm current design of storage development connection to 8" sewer (see corresponding (1) notes on this page) and confirm feasibility of replacing 4" with 6".

RESPONSE: Report has been updated

2. Provide official written commitment from ownership of parcel to north to establish an easement for the proposed line and an incorporated association to designate payment, liability, maintenance, and operational responsibility of the shared sewer.

RESPONSE: Additional information has been provided at the end of the report.

3. Per COS code 49-118 an established association must be present to allow shared private sewer across contiguous lots with differing ownership. Note that property does not have 1 parcel side with city owned sewer line frontage per subsection (2).

RESPONSE: During the August 6th follow up meeting, the proposed utility layout was discussed and approved conditionally pending the recorded easement provided due to the lack of alternative connections.

4. Each lot or building must be provided with its own individual service line unless otherwise approved in writing by the Water Resources Department. Commercial properties must be 6-inch DS&PM 7-1.409 part A and C.

RESPONSE: During the August 6th follow up meeting, the proposed utility layout was discussed and approved conditionally pending the recorded easement provided due to the lack of alternative connections.



MH Profile Comments

1. How is connection currently made? Invert of 4" matches top of 8". Would it even be possible with revised 6"? Need to verify.

RESPONSE: 4" pipe is being removed inside the existing 8" sleeve. The new 6" pipe will go inside the existing 8" sleeve and then connect to the existing 8" sewer line per New Sewer Tap Detail per Mag Standard detail 440-1

2. 6" shown on existing plan? Typo?

RESPONSE: In the field and per the As-Built SRP Utility Conflict Manhole detail, it is an 8" in the field. We cannot update an existing plan that has a typo.

Proposed Wastewater Facilities

1. Need documentation of this agreed to condition from owner to north. Also note that per code an incorporated private owner's association would need to be established to designate operations and maintenance responsibility of the shared sewer infrastructure.

RESPONSE: Please refer to the attached recorded easement which was approved as an alternative by David Gue to the association

Summary Conclusion

1. No documentation provided.

RESPONSE: Please refer to the attached recorded easement which was approved as an alternative by David Gue to the association

This addresses all of the comments received to date. If you have any questions or require additional information, please give me a call at (520) 881-7480

Sincerely,

Jim Williams
THE WLB GROUP, INC.

PRELIMINARY WASTEWATER DESIGN REPORT

FOR


QUIKTRIP STORE No. 1418

McDowell Road and Pima Road

CITY OF SCOTTSDALE, ARIZONA

CASE FILE 50-DR-2011#2



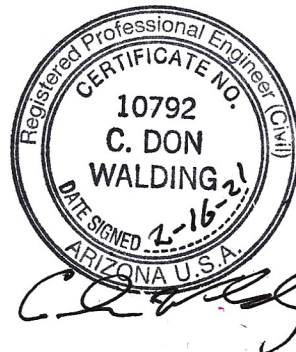
FINAL Basis of Design Report	
<input checked="" type="checkbox"/> APPROVED	 <small>9379 E San Salvador Dr. Scottsdale, AZ 85258</small>
<input type="checkbox"/> APPROVED AS NOTED	
<input type="checkbox"/> REVISE AND RESUBMIT	
<small>Disclaimer: If approved, the approval is granted under the condition that the final construction documents submitted for city review will match the information herein. Any subsequent changes in the water or sewer design that materially impact design criteria or standards will require re-analysis, re-submittal, and approval of a revised basis of design report prior to the plan review submission.; this approval is not a guarantee of construction document acceptance. For questions or clarifications contact the Water Resources Planning and Engineering Department at 480-312-5685.</small>	
BY Idillon	DATE 3/15/2021

PREPARED FOR:
QUIKTRIP CORPORATION
1116 E. Broadway Road
Tempe, AZ 85282
Phone: (480) 446-6372
Attn: Jonathan Naut

PREPARED BY:
THE WLB GROUP, INC.
1600 W Broadway Road, Ste 150
Tempe, AZ 85282
Phone: (480) 736-1600
Attn: C. Don Walding, P.E.

June 29, 2020
Revised: February 16, 2021

WLB No. 219006-A001



FINAL WASTEWATER BASIS OF DESIGN REPORT FOR QUIKTRIP STORE 1418

8798 E. MCDOWELL ROAD

SCOTTSDALE, AZ

INTRODUCTION

In accordance with City of Scottsdale requirements, this report is being provided in support of the Preliminary Site Plan for QuikTrip Store 1418 in Scottsdale. The new QuikTrip 1418 project is located at the northwest corner of McDowell Road and Pima Road, Scottsdale, AZ. The site is located on approximately 2.4 acres in area. QuikTrip is proposing to construct a new fuel center and 5,130 sf convenience store on the property.

EXISTING SEWER INFRASTRUCTURE

There is an existing 8" public sewer line with a manhole located northwest of the site. There is an existing 30" SRP irrigation line which lies east of the public 8" sewer at an elevation which prevents direct gravity sewer connections from buildings east of the line, including the QT 1418 building.

The sewer service to the "Extra Space Storage" facility north of the QT 1418 site is connected to the public 8" line using a "conflict manhole" to cross the existing 30" SRP irrigation line. Construction plans for this connection were done for Monolith Storage by Helix Engineering, Job #215, in 2018. Plans for the sewer connection using a conflict manhole are attached.

WASTEWATER DEMANDS

QUIKTRIP:

The City of Scottsdale D.S.&P.M. Figure 7-1.2 for average day sewer demands does not provide a land use classification that is applicable to the QuikTrip facility. Therefore, water demand data provided by QuikTrip Corporation is deemed to be more appropriate. QuikTrip Corporation tracks inside water demand at each store location. Based on the historical water demands for their Phoenix area stores, these stores use an average of 1,937 gallons of water per day so this volume will be used as the average day demand. The City of Scottsdale average daily demands assume a 12-hour active water use period

Scottsdale's water design criteria then would result in the following:

Average Day Demand = 1937 gallons/12 hrs or 2.7 gallons per minute (gpm)

Using the water average day demand being equal to the wastewater average day demand and applying a design peaking factor of 6, from D.S.&P.M. Figure 7-1.2, the resulting design peak flow is:

Design Peak Demand = 6 x 2.7 gpm = 16.2 gpm

EXTRA SPACE STORAGE:

The Extra Space Storage facility is for dry storage units, with plumbing for only 2 public restrooms and private restrooms for the staff. The estimated peak flow rates are from the IPC using 5 lavatories (@ 1 DFU/ea), 6 water closets (@ 4 DFU/ea), and 2 urinals (@ 4 DFU/ea). Using 1gpm/2DFU from IPC 709.3, the peak estimated flow is:

$$\text{Peak Demand} = 37 \text{ DFU} \times 1 \text{ gpm}/2\text{DFU} = 18.5 \text{ gpm}$$

PROPOSED WASTEWATER FACILITIES

Quiktrip determined from potholing that a gravity sewer service would conflict with the existing 30" SRP irrigation line. In lieu of installing a lift station for the QT 1418 store, SRP was contacted to determine if a conflict manhole could be provided for the irrigation line crossing. SRP will allow Quiktrip to connect to the existing conflict manhole constructed for the storage facility to the north. The owner to the north also will provide the needed private sewer easement and maintenance agreement to extend a gravity sewer service from Quiktrip to the existing conflict manhole crossing. SRP does not issue an "approval letter" until construction plans are reviewed. They advised that the e-mail communications are acceptable to show that they do approve the connection. Copies of those communications are attached.

The proposed sewer service to Quiktrip is shown on the attached plan. The existing 4" sewer from the storage facility crosses through the existing conflict manhole in an 8" pipe sleeve. Quiktrip will construct a new private manhole on the private property to the north over the existing 4" sewer and then replace the existing 4" line with a new 6" line passing through the existing 8" sleeve and then replace the connection to the existing 8" public sewer. The existing 4" service from the storage facility and the new 6" service from Quiktrip will be combined in the new private manhole east of the existing conflict manhole on the 30" SRP irrigation line. The sewer service line from Quiktrip to the new private manhole will be 6" PVC at a slope of 1.3%. Attached are the license with SRP allowing the sewer crossing through the existing sleeve in the SRP conflict manhole. Also attached is the maintenance and easement agreement with BV MVP Storage Scottsdale, LLC. The maintenance and easement agreement allows the building connection sewer to cross the storage facility's property and requires Quiktrip to maintain the sewer.

After the flows from the storage facility and Quiktrip are combined in the new manhole, the peak flow rate through the new 6" PVC line passing through the existing conflict manhole will be:

$$\text{Combined peak flow rate} = 16.2 \text{ gpm} + 18.5 \text{ gpm} = 34.7 \text{ gpm}$$

From Manning's equation, the capacity of the new 6" pipe passing through the conflict manhole is:

$$Q = (1.49/n)(S^{.5})(R^{.67})A$$

$$n = 0.12$$

$$S = 0.01$$

$$A = 0.0982 \text{ sf half full}$$

$$P = 0.7854 \text{ ft half full}$$

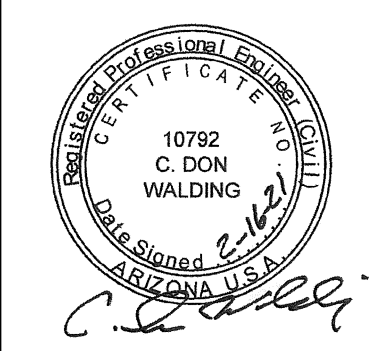
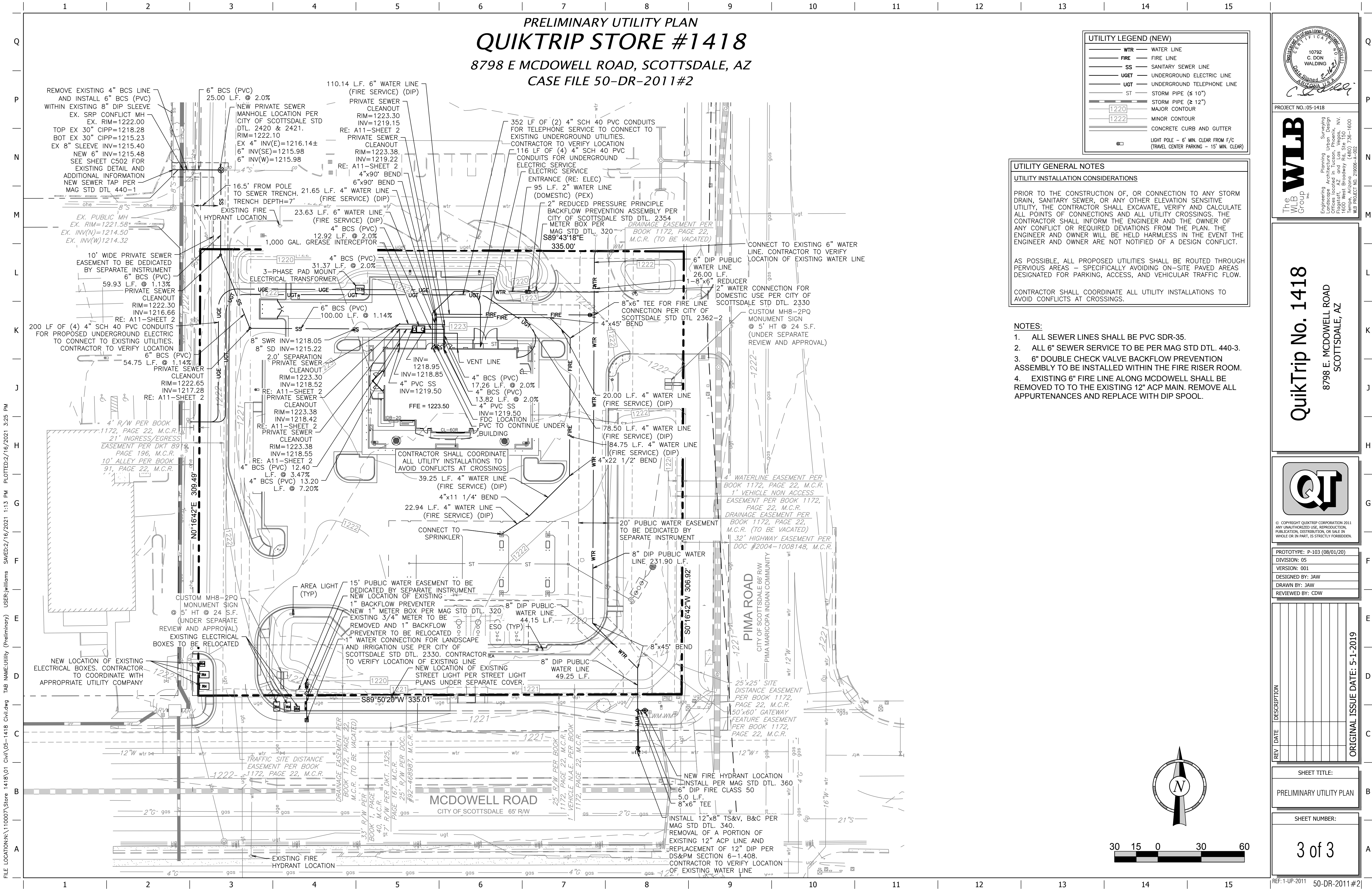
R=0.1250 ft half full

Q= 136 gpm, half full > 34.7 gpm peak

SUMMARY/CONCLUSION

An existing 30" SRP irrigation line blocks using a gravity sewer service to the proposed QT 1418 building. In lieu of furnishing a lift station for the Quiktrip project, an alternate solution was negotiated with SRP and the adjacent owner to provide gravity sewer service to Quiktrip.

The new service from Quiktrip will be combined with the existing service from the storage facility and then routed through the existing 8" sleeve through the existing conflict manhole on the 30" irrigation line. Capacity provided exceeds the combined peak flow rates from Quiktrip and the storage facility.



PROJECT NO.: 05-1418

The WLB Group
Professional Engineer
Surveying
Urban Design
Landscape Architecture
Civil Engineering
Planning
Arizona
Flagstaff, AZ and Las Vegas, NV
1600 West Broadway Rd., Suite 150
Las Vegas, NV 89102
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QuikTrip No. 1418
8798 E. MCDOWELL ROAD
SCOTTSDALE, AZ



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WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE:	P-103 (08/01/20)
DIVISION:	05
VERSION:	001
DESIGNED BY:	JAW
DRAWN BY:	JAW
REVIEWED BY:	CDW

REV	DATE	DESCRIPTION

SHEET TITLE:
PRELIMINARY UTILITY PLAN

SHEET NUMBER:
3 of 3

REF: 1-UP-2011 50-DR-2011#2

FILE LOCATION: \\N:\10007\Store 1418\01 Civil\05-1418 Store 1418.dwg
USER: jwilliams
TAB NAME: Utility (Preliminary)
PLOT: 2/16/2021 1:13 PM
PLOT: 2/16/2021 3:25 PM
SAVED: 2/16/2021 1:13 PM

IMPROVMENT PLANS PLAN FOR MONOLITH STORAGE

1650 N. PIMA RD, SCOTTSDALE, AZ 85257

GENERAL NOTES FOR PUBLIC WORKS CONSTRUCTION (SCOTTSDALE)

1. ALL CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY OR IN EASEMENTS GRANTED FOR PUBLIC USE MUST CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION AS AMENDED BY THE LATEST VERSION OF THE CITY OF SCOTTSDALE SUPPLEMENTAL STANDARD SPECIFICATIONS AND SUPPLEMENTAL STANDARD DETAILS. IF THERE IS A CONFLICT, THE CITY'S SUPPLEMENTAL STANDARD DETAILS WILL GOVERN.

2. THE CITY ONLY APPROVES THE SCOPE, NOT THE DETAIL, OF ENGINEERING DESIGNS; THEREFORE, IF CONSTRUCTION QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE NOT VERIFIED BY THE CITY.

3. THE APPROVAL OF PLANS IS VALID FOR SIX (6) MONTHS. IF AN ENCROACHMENT PERMIT FOR THE CONSTRUCTION HAS NOT BEEN ISSUED WITHIN SIX MONTHS, THE PLANS MUST BE RESUBMITTED TO THE CITY FOR REAPPROVAL.

4. A PUBLIC WORKS INSPECTOR WILL INSPECT ALL WORKS WITHIN THE CITY OF SCOTTSDALE RIGHTS-OF-WAY AND IN EASEMENTS. NOTIFY INSPECTION SERVICES 24 HOURS PRIOR TO BEGINNING CONSTRUCTION BY CALLING 480-312-5750.

5. WHENEVER EXCAVATION IS NECESSARY, CALL THE BLUE STAKE CENTER, 602-263-1100, TWO WORKING DAYS BEFORE EXCAVATION BEGINS. THE CENTER WILL SEE THAT THE LOCATION OF THE UNDERGROUND UTILITY LINES IS IDENTIFIED FOR THE PROJECT. CALL "COLLECT" IF NECESSARY.

6. ENCROACHMENT PERMITS ARE REQUIRED FOR ALL WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS GRANTED FOR PUBLIC PURPOSES. AN ENCROACHMENT PERMIT WILL BE ISSUED BY THE CITY ONLY AFTER THE REGISTRANT HAS PAID A BASE FEE PLUS A FEE FOR INSPECTION SERVICES. COPIES OF ALL PERMITS MUST BE RETAINED ON-SITE AND BE AVAILABLE FOR INSPECTION AT ALL TIMES. FAILURE TO PRODUCE THE REQUIRED PERMITS WILL RESULT IN IMMEDIATE SUSPENSION OF ALL WORK UNTIL THE PROPER PERMIT DOCUMENTATION IS OBTAINED.

7. ALL EXCAVATION AND GRADING THAT IS NOT IN THE PUBLIC RIGHTS-OF-WAY OR NOT IN EASEMENTS GRANTED FOR PUBLIC USE MUST CONFORM TO CHAPTER 70, EXCAVATION AND GRADING, OF THE LATEST EDITION OF THE UNIFORM BUILDING CODE PREPARED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS. A PERMIT FOR THIS GRADING MUST BE SECURED FROM THE CITY FOR A FEE ESTABLISHED BY THE UNIFORM BUILDING CODE.

8. SIGNS REQUIRE SEPARATE APPROVALS AND PERMITS.

NOTES:

ALL QUANTITIES LISTED ON THESE PLANS ARE ESTIMATES ONLY. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF THE QUANTITIES AND BASE HIS BID ON HIS ESTIMATE.

CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD LOCATION AND VERIFICATION OF ALL UTILITIES (BOTH SHOWN ON THE PLANS & THOSE NOT SHOWN ON THE PLANS) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCIES PRIOR TO THE CONSTRUCTION PHASE OF THE PROJECT.

IN ACCORDANCE WITH AAC R18-4-119, ALL MATERIALS ADDED AFTER JANUARY 1, 1993 WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO THE NATIONAL SANITATION FOUNDATION STANDARDS 60 & 61.

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION, OR AS NOTED, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR

DATE

REGISTRATION NUMBER

NO CONFLICT SIGNATURE BLOCK

UTILITY	UTILITY COMPANY	NAME OF COMPANY REPRESENTATIVE	TELEPHONE NUMBER	DATE SIGNED
ELECTRIC	SRP	JOEL GILMORE	602-236-3150	5-23-17
TELEPHONE	AT&T	JOE FORKERT	619-200-7896	5-5-17
NATURAL GAS	SW GAS	ZACH STEVENSON	480-730-3857	5-16-17
CABLE TV	COX	TRAVIS CURRY	480-328-3554	5-15-17
OTHER	AIR PRODUCTS	DAN SVIR	480-899-7700	5-11-17
OTHER	APS	JEANNE-MARIE HORMELL		5-15-17
OTHER	CENTURY LINK	N/R		
OTHER	EPNG	STEVE WEATHERFORD		5-8-17

ENGINEER'S CERTIFICATION

I, STEVE BOWSER, AS THE ENGINEER OF RECORD FOR THE DEVELOPMENT, HEREBY CERTIFY THAT ALL UTILITY COMPANIES LISTED ABOVE HAVE BEEN PROVIDED FINAL IMPROVEMENT PLANS FOR REVIEW, AND THAT ALL CONFLICTS IDENTIFIED BY THE UTILITIES HAVE BEEN RESOLVED. IN ADDITION, 'NO CONFLICT' FORMS HAVE BEEN OBTAINED FROM EACH UTILITY COMPANY AND ARE INCLUDED IN THIS SUBMITTAL.

SIGNATURE
DATE

3-15-17

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

A PORTION OF APN 131-49-161

EXISTING / PROPOSED ZONING: C-4

DESIGN REVIEW CASE 62-DR-2015

FEMA DESIGNATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	FIRM PANEL DATE	INDEX DATE	FIRM ZONE	BASE FLOOD ELEVATION IN AO ZONE USE DEPTH
045012	2235	L	10-16-13	11-4-15	X	

THE LOWEST FLOOR ELEVATION(S) AND/OR FLOOD PROOFING ELEVATION(S) ON THIS PLAN ARE SUFFICIENTLY HIGH TO PROVIDE PROTECTION FROM FLOODING CAUSED BY A 100-YEAR STORM, AND ARE IN ACCORDANCE WITH SCOTTSDALE REVISED CODE, CHAPTER 37 - FLOODPLAIN AND STORMWATER REGULATION.

SCOPE OF WORK / DRAINAGE STATEMENT

THIS PROJECT INVOLVES CONSTRUCTION OF ONE STORAGE BUILDING, DECELERATION LANE / DRIVEWAY SITEWORK AND UTILITY CONNECTIONS.

SITE HAS NOT BEEN PREVIOUSLY DEVELOPED.

SITE CURRENTLY HAS NO RETENTION. PROJECT WILL PROVIDE 100 YEAR 2 HOUR RETENTION FOR THE SITE WITH BLEEDOFF TO CITY STORM DRAIN IN PIMA ROAD. OVERLAND FLOWS IN 87TH AVE WILL BE UNCHANGED AND BE PERMITTED TO FLOW THRU AREA BETWEEN BUILDING AND RIGHT OF WAY LINE.

OFFSITE QUANTITIES (SCOTTSDALE)		
ITEM	UNIT	QTY
1" WATER METER AND BACKFLOW	EA	1
1" WATER METER AND BACKFLOW	EA	1
REFUSE ENCLOSURE	EA	1
12" WATER	LF	380
6" WATER	LF	230
WATER CONNECT TO EXISTING	EA	1
SEWER TAP	EA	1
SEWER SERVICE IN R/W	LF	36
PIMA RD CURB	LF	171
PIMA RD SIDEWALK	SF	524
PIMA RD RAMPS	EA	2
PIMA RD PAVING	SY	105
PIMA RD INLET	EA	2
PIMA RD REMOVE INLET	EA	1
PIMA RD STORM DRAIN	LF	16
CONNECTOR PIPE		
PIMA RD STORM MH	EA	2
PIMA RD BLEED STORM DRAIN	LF	27
MCDOWELL RD DRIVEWAY	EA	1

LEGEND

EXISTING	PROPOSED	
---	---	CENTER LINE
---	---	EASEMENT
---	---	RIGHT OF WAY
---	---	PROPERTY LINE
○	⊗	GATE VALVE
⊗	⊗	FIRE HYDRANT
○	○	SANITARY SEWER MANHOLE
○	●	SANITARY SEWER CLEANOUT
○	○	STREET SIGN
○	○	STREET LIGHT
○	○	POWER POLE
1225	1225	MAJOR CONTOUR
1226	1226	MINOR CONTOUR
8"W	8"W	WATER LINE
8"S	8"S	SANITARY SEWER LINE
SD	SD	STORM DRAIN LINE
GAS	GAS	GAS LINE
T	T	TELEPHONE LINE
OHP	OHP	OVERHEAD POWER LINE
□	□	WALL
X-X-X-X		FENCE
	GB	GRADE BREAK
(TC=22.50) (G=22.00)	(TC=22.50) (G=22.00)	SPOT ELEVATION
		CUT OR FILL SLOPE
		CURB AND GUTTER
		FLOW ARROW
		MONUMENT SIGN

ABBREVIATIONS

COS CITY OF SCOTTSDALE

AC	ASPHALTIC CONCRETE	INV	INVERT
BC	BACK OF CURB	LF	LINEAL FEET
BCR	BEGIN CURB RETURN	MH	MANHOLE
BCHH	BRASS CAP HAND HOLE	OHP	OVERHEAD ELECTRIC
BDRY	BOUNDARY	P	PAVEMENT
BM	BENCHMARK	PC	POINT OF CURVATURE
CEN	CENTER	PCC	POINT OF COMPOUND CURVE
CL	CENTER LINE	PI	POINT OF INTERSECTION
EL	ELECTRIC	POC	POINT ON CURVE
ELFCR	EXIST CURB RETURN	PP	POWER POLE
EG	EXIST GROUND/GRADE	PRC	POINT OF REVERSE CURVE
ELEV	ELEVATION	PROP	PROPOSED
EP	EDGE OF PAVEMENT	PT	POINT OF TANGENCY
EFMSMT	EASEMENT	PUE	PUBLIC UTILITY EASEMENT
EXIST	EXISTING	PVC	POLYVINYL CHLORIDE
FACE	FACE OF CURB	RW	RIGHT-OF-WAY
FF	FINISH FLOOR	S	SANITARY SEWER
FG	FINISH GRADE	SD	STORM DRAIN
FG(NSEW)	FINISH GRADE NORTH/ SOUTH/EAST/WEST	STA	STATION
FH	FIRE HYDRANT	SW	SIDEWALK
FL	FLOW LINE	TF	TOP OF FOOTING
G	GUTTER	TW	TOP OF WALL
GB	GRADE BREAK	TC	TOP OF CURB
GV	GAS VALVE	TRANS	TRANSITION
HP	HIGH POINT	VG	VALLEY GUTTER
		W	WATER

SHEET INDEX

C-1	COVER SHEET
C-2	NOTES
C-3	GRADING/DRAINAGE PLAN
C-4	PUBLIC WATER PLAN
C-5	PRIVATE UTILITY PLAN
C-6	UG DETAILS
C-7	SECTIONS / DETAILS
C-8	OFFSITE PLAN/PROFILE
C-9	OFFSITE STRIPING PLAN
C-10	CONFLICT MH

KEYMAP

SECTION 36
T2N, R4E, G8SR8&M, MARICOPA COUNTY, ARIZONA
NTS

DEVELOPER

BV MVP STORAGE SCOTTSDALE LLC
15849 N 71ST ST #235
SCOTTSDALE, AZ 85254
EMAIL: KEVIN@ZZONECO.COM
PHONE: (480) 719-3000
CONTACT: KEVIN PROCIW

ARCHITECT

SPS+ ARCHITECTS
8681 E Via de Negocio
Scottsdale, AZ 85258
TEL: 480.991.0800
TEL: CONTACT: BRENT HEATON

ENGINEER

HELIX ENGINEERING, LLC
3240 E. UNION HILLS DR #112
PHOENIX, ARIZONA 85050
TEL: (602) 788-2516
CONTACT: STEVE BOWSER

LEGAL DESCRIPTION

LOT 2, A MINOR SUBDIVISION OF "QUIKTRIP #1418", ACCORDING TO BOOK 1172 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA.

APN: 131-49-161

BENCHMARK (MCDOWELL/GRANITE REEF)

BRASS CAP IN HANDHOLE AT THE INTERSECTION OF MCDOWELL AND GRANITE REEF, CITY OF SCOTTSDALE BENCHMARK #5011
ELEVATION = 1218.037 (NAVD88)

I HEREBY CERTIFY THAT ALL ELEVATIONS REPRESENTED ON THIS PLAN ARE BASED ON THE ELEVATION DATUM FOR THE CITY OF SCOTTSDALE BENCHMARK PROVIDED ABOVE.

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, MONUMENTED AS SHOWN HEREON AS BEARING S89°50'20"W

AREA

LEASE AREA NET: 2.705 ACRES, 117,849 SQ. FT.

ZONING

C-4

NATIVE PLANT NOTE

NO NATIVE PROTECTED PLANTS WILL BE DISTURBED DURING ENTIRE DURATION OF CONSTRUCTION

CITY OF SCOTTSDALE

REVIEW AND RECOMMENDED APPROVAL BY:

PAVING	9/1/17	TRAFFIC	9/5/17
G&D	9/1/17	PLANNING	9/1/17
W&S	9/1/17	FIRE	9/5/17
RET WALLS			

APPROVED BY

ENGINEERING COORDINATION MANAGER (OR DESIGNEE)

DATE

CLIENT:
Monolith Development Group

15849 N 71ST STREET
SUITE 235
SCOTTSDALE, AZ 85254
TEL: 480-719-3000
CONTACT: KEVIN PROCIW



Helix Engineering, LLC

Engineering / Surveying / Consulting

3240 E Union Hills
Suite 112
Phoenix AZ 85050
602-788-2616
www.hxeng.com

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TWO WORKING DAYS BEFORE YOU DIG.
CALL FOR THE BLUE STAKES
1-800-782-5348
BLUE STAKE CENTER

RELEASE	
DATE	
11-21-15	PRELIM ENGR
1-26-16	PRELIM ENGR
3-6-17	PROGRESS SET
6-6-17	2nd SUBMITTAL
7-25-17	3rd SUBMITTAL
8-24-17	FINAL SUBMITTAL

REVISIONS	
NO.	DATE
1	5-2-18
2	
3	

PROJECT NAME

Pima / McDowell

PROJECT LOCATION

PROJECT

1650 N. Pima Road

HELIX JOB NUMBER

215

SHEET TITLE

IN HOUSE

DRAWN BY:

CHECKED BY:

COVER SHEET

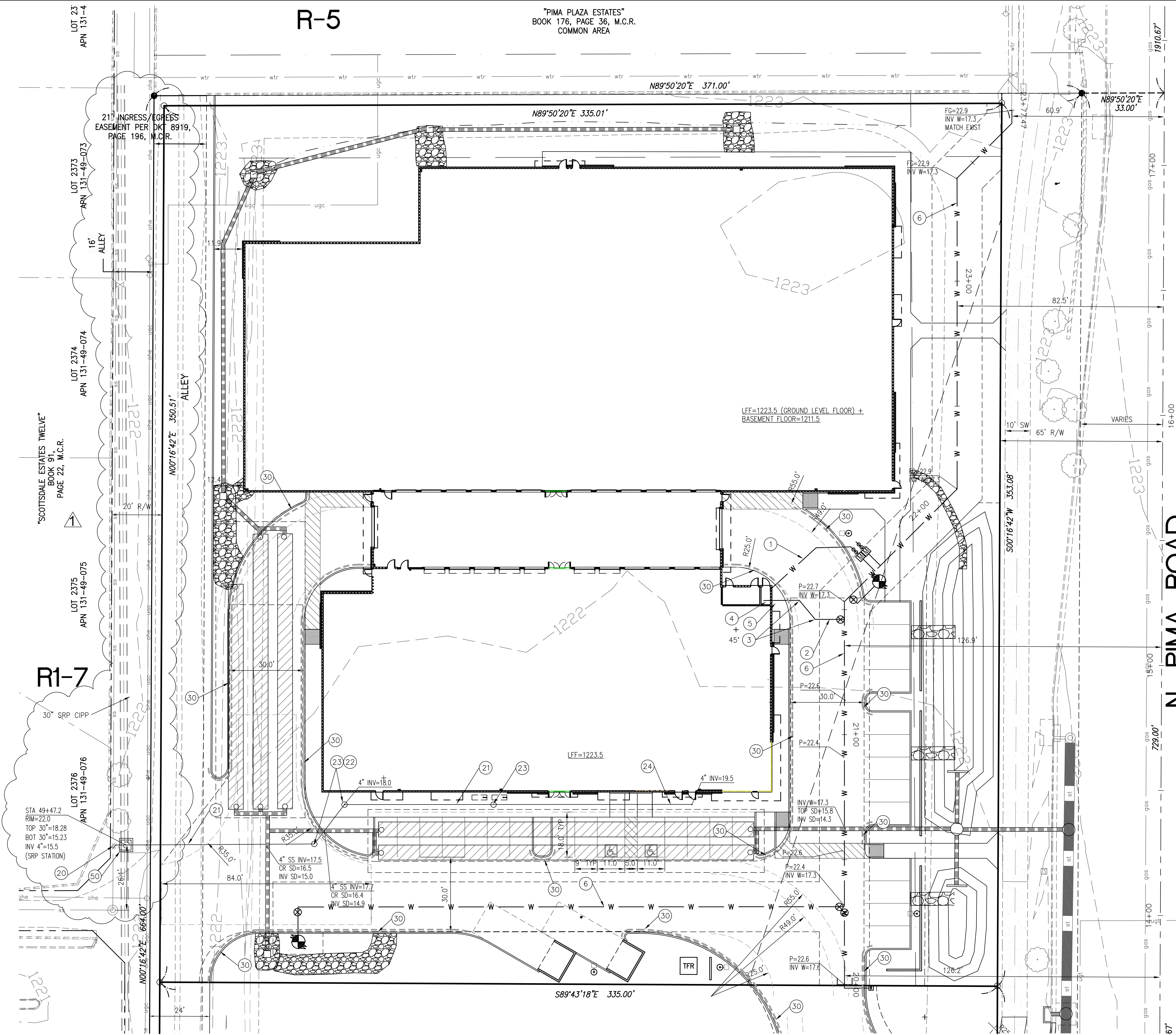
SHEET

PAGE

C-1

1 OF 9

PLOT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"x17"

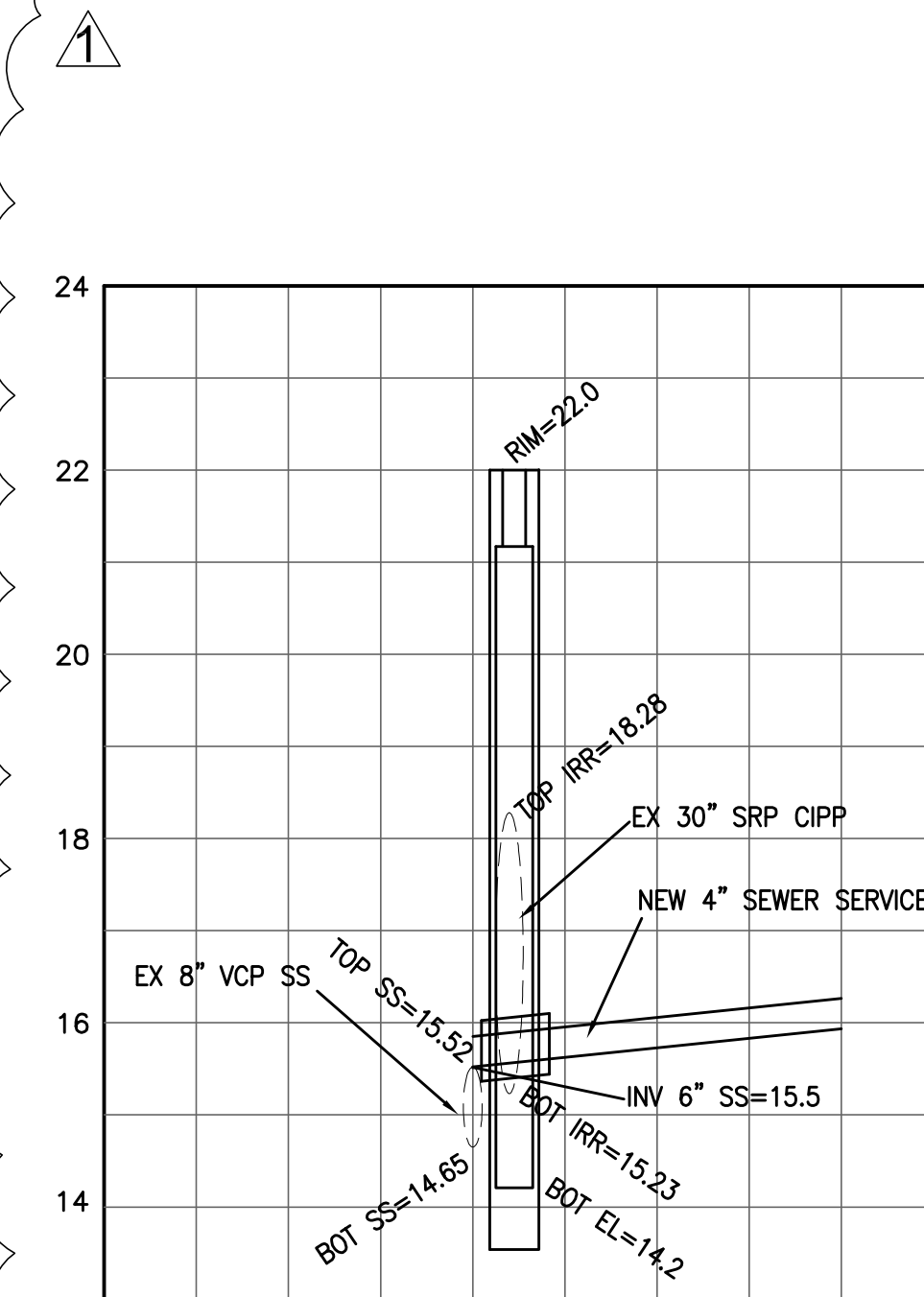


KEYED NOTES

1. CONSTRUCT 1.5" PVC SCH 40 WATER. INCLUDE TRACER WIRE.
 2. CONSTRUCT 6" DIP PRESSURE CLASS 350 FIRELINE. RESTRAIN ALL JOINTS.
 3. CONSTRUCT BEND PER SIZE NOTED.
 4. RISER ROOM LOCATION. SEE FP PLANS FOR CONTINUATION IN BUILDING.
 5. FDC LOCATION (ON BUILDING).
 6. SEE PUBLIC WATER PLANS.
-
20. CONSTRUCT SEWER TAP PER MAG STD DET 440-1
 21. CONSTRUCT 4" PRIVATE SEWER SERVICE. USE SDR-35 PIPE WITH TRACER WIRE.
 22. CONSTRUCT $\frac{1}{8}$ BEND
 23. CONSTRUCT CLEANOUT PER MAG STD DET 441 AND RIM AND COVER PER MAG STD DET 270
 24. SEE MEP PLANS FOR CONTINUATION.
-
30. DESIGNATED FIRE LANE

NOTE: ALL PRIVATE ONSITE PLUMBING TO COMPLY WITH PLUMBING CODE.

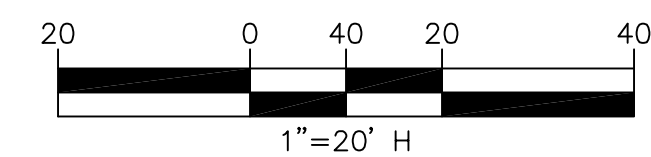
50. CONSTRUCT SRP CONFLICT MH WITH SLEEVE IN MH. PLACE MANHOLE WITH WEST EDGE OF EXISTING CIPP PIPE ALIGNED WITH WEST WALL OF CONFLICT MANHOLE. SEE SHEET C-10 FOR MH DETAIL AND SEE PROFILE BELOW.



MH PROFILE

H:1"=20'

V:1"=2'



CLIENT:
Monolith Development Group

15849 N 71ST STREET
SUITE 235
SCOTTSDALE, AZ 85254
TEL: 480-719-3000
CONTACT: KEVIN PROCIW



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TWO WORKING DAYS BEFORE YOU DIG.
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RELEASE	
DATE	
11-21-15	PRELIM ENGR
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8-24-17	FINAL SUBMITTAL

REVISIONS	
NO.	DATE
1	5-2-18
2	
3	

PROJECT NAME

Pima / McDowell

PROJECT LOCATION

PROJECT

1650 N. Pima Road

HELIX JOB NUMBER

215

SHEET TITLE

PRIVATE UTILITY PLAN

SHEET

C-5

PAGE

5 OF 9

PLOT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"x17"

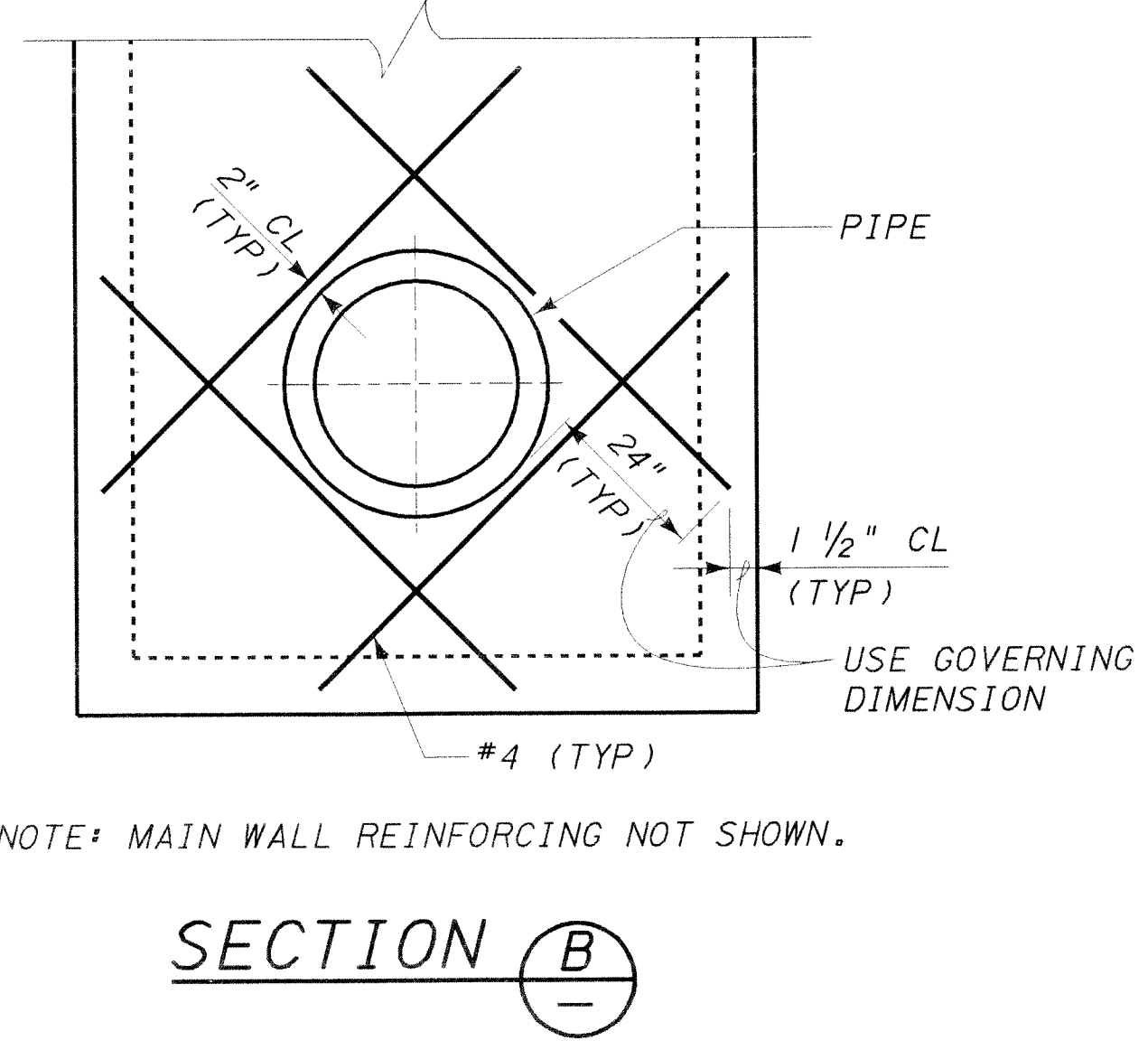
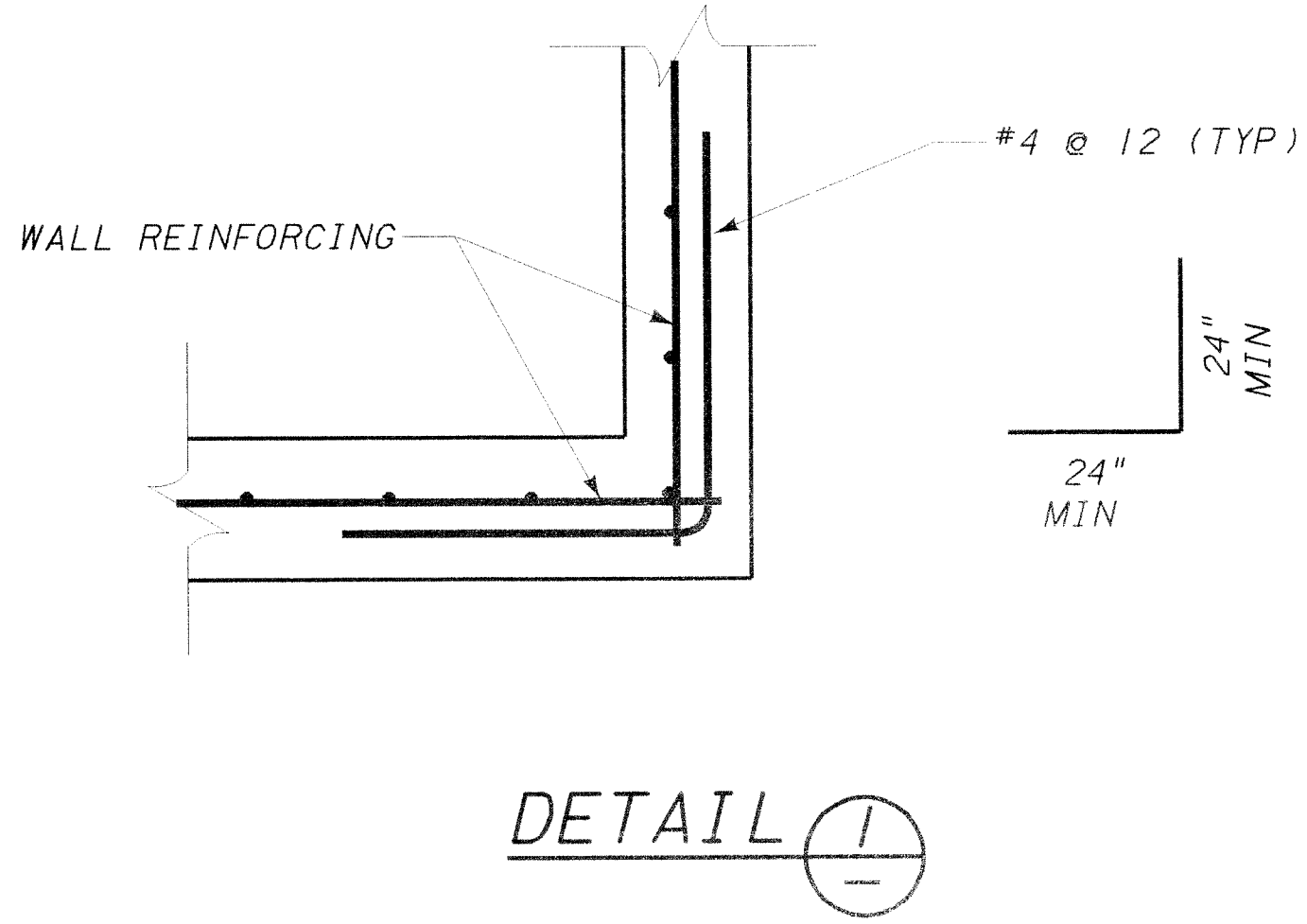
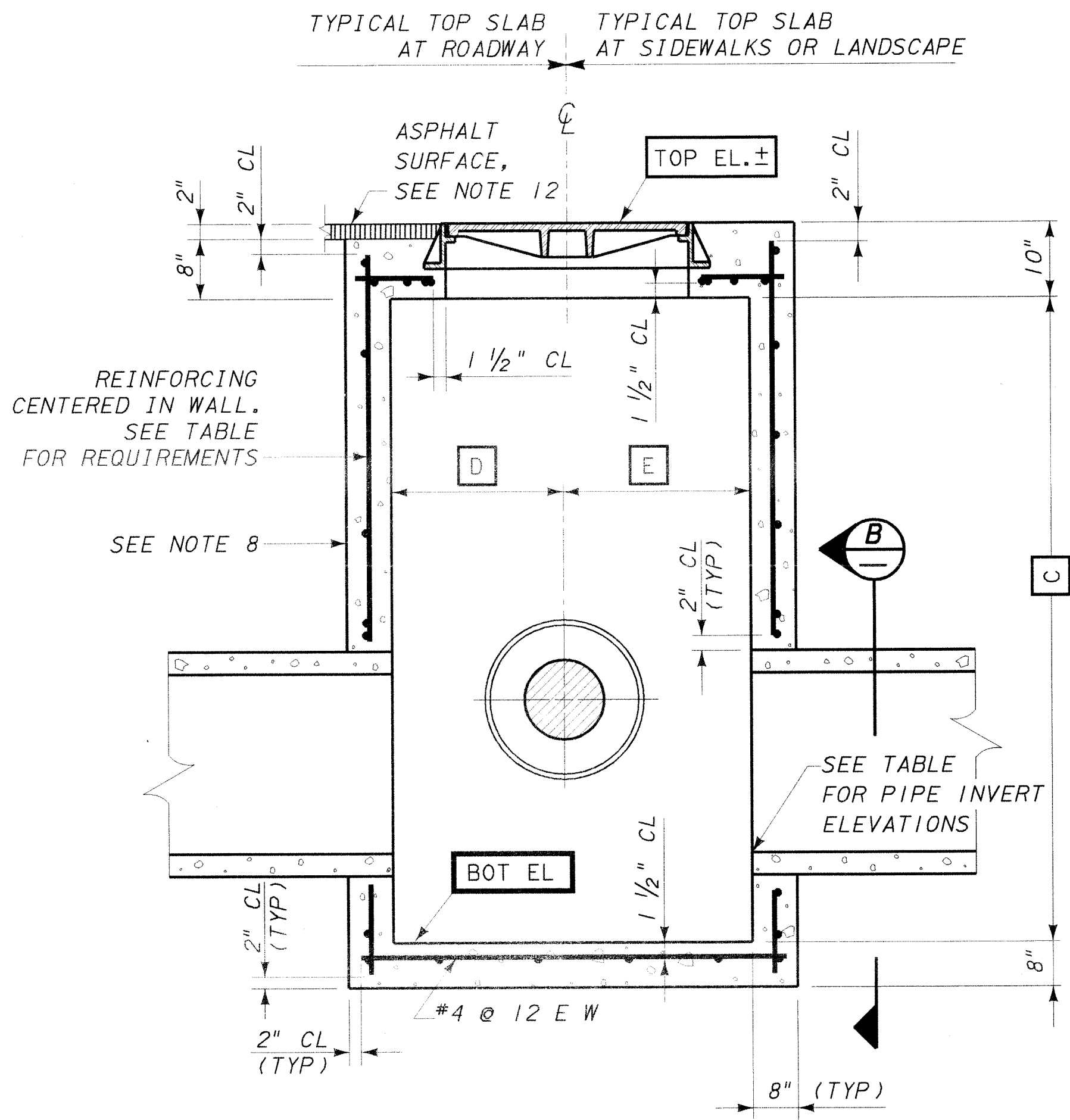
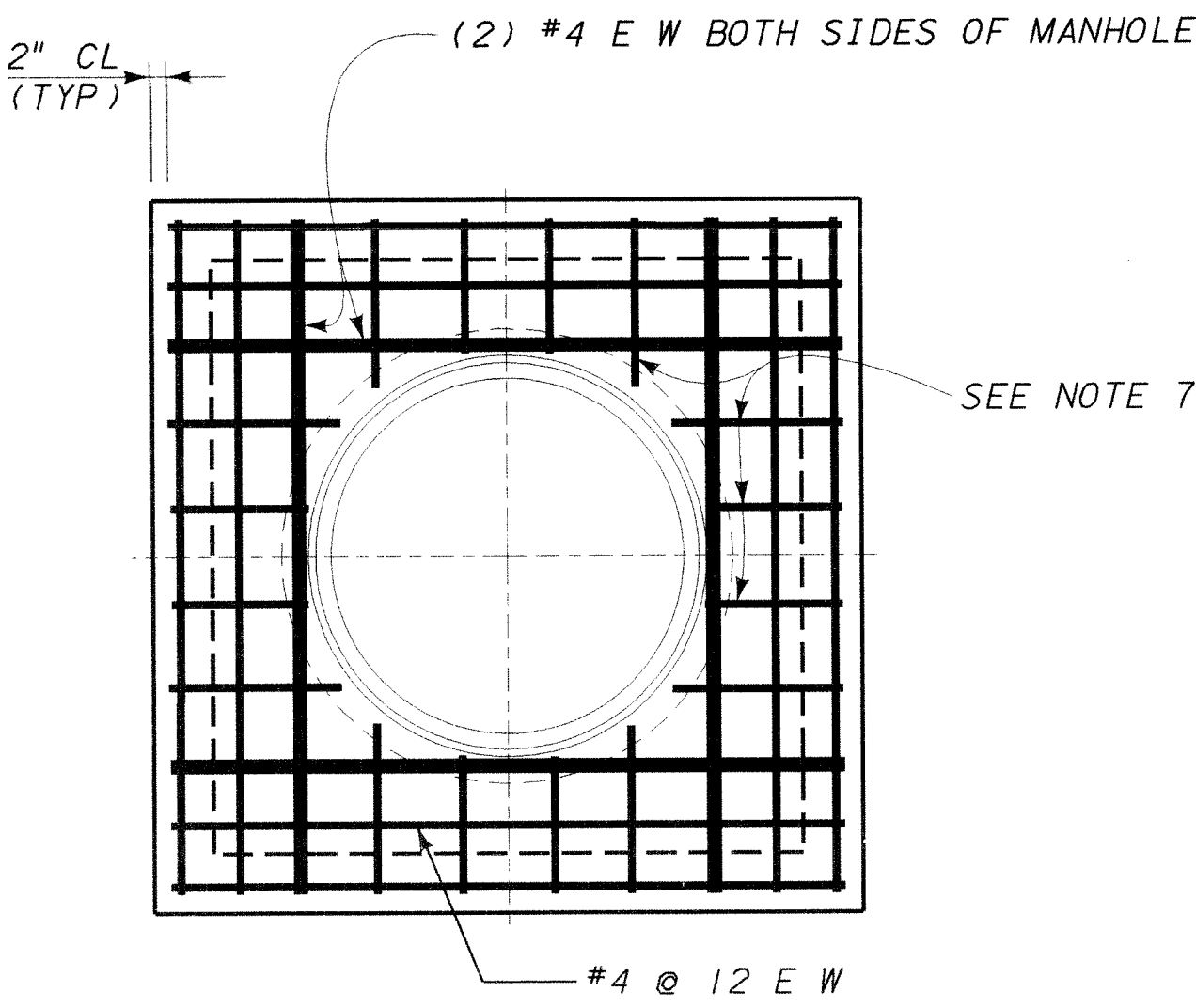
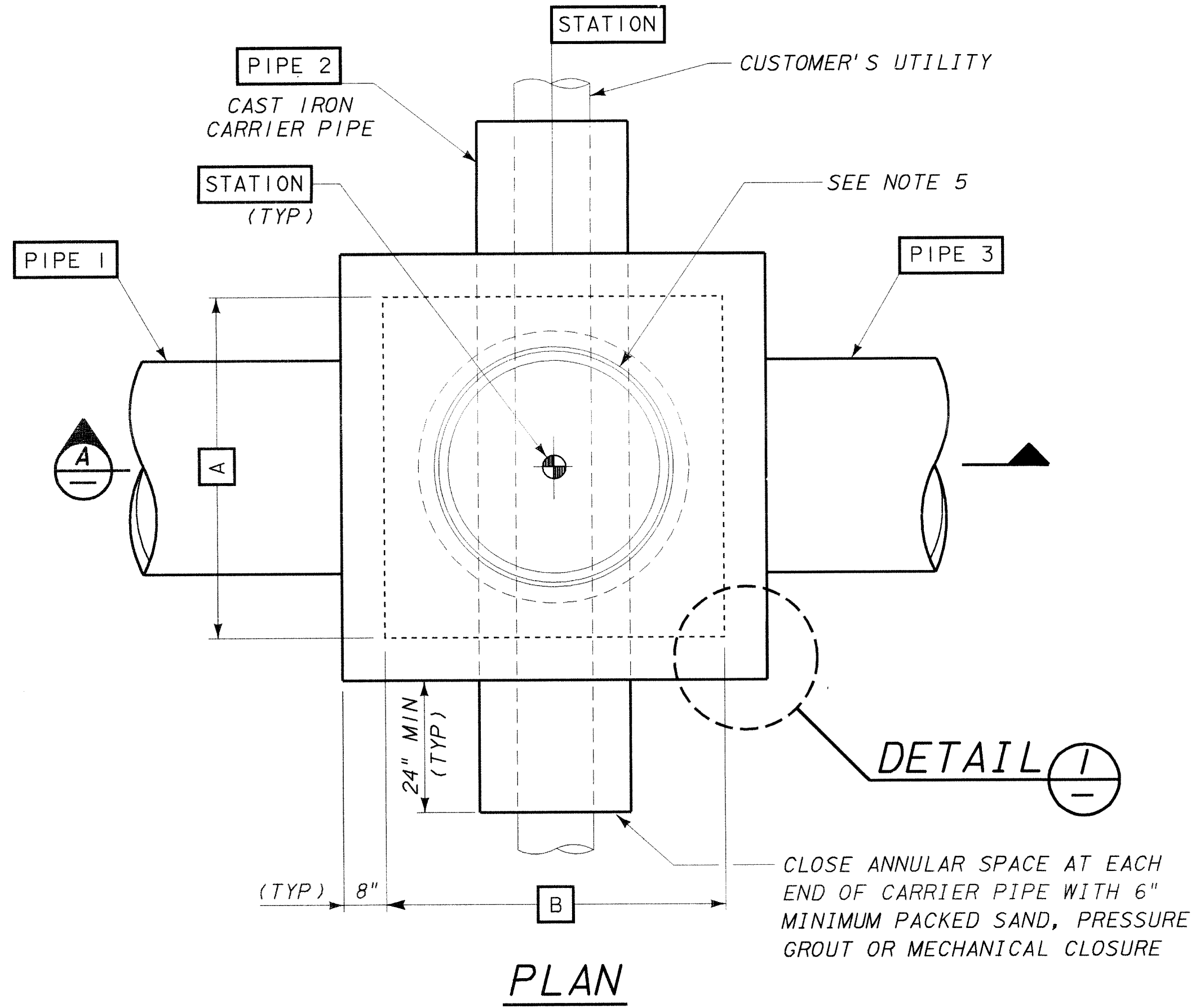
REV	NO.	DATE	BY	CHK	APPD	ISSUE
7	01.20.15	JWS				REL
0	RAD-01803	02/99	MOD	CWT	CWT	REL
FORM NO. WDF-UTCONMH						

UTCONMH.WDF

UTILITY CONFLICT MANHOLE CONSTRUCTION DATA																	
MANHOLE NUMBER	STATION	REFERENCE DRAWING	TOP EL.±	BOT. EL.	PIPE 1		PIPE 2		PIPE 3		MANHOLE DIMENSIONS					MANHOLE LOCATION	
					TYPE	INV. EL.	TYPE	INV. EL.	TYPE	INV. EL.	A	B	C	D	E	ROADWAY	SIDEWALKS/ LANDSCAPE
	49+47.2	A-101-206.2	22.0	14.2	CIPP	15.48	8" DUCTILE IRON PIPE	15.4	CIPP	15.48	48"	48"	84"	24"	24"	ALLEY	

MINIMUM REQUIREMENTS		
WALL LENGTH		REINFORCING STEEL
PIPE DIAMETER	A	
36" OR LESS	48"	#4 @ 12" E.W. OR (1) LAYER 6x6-W5.5xW5.5 WWF
42"	56"	
48"	68"	
54" OR 60"	80"	#4 @ 12" E.W. OR 6x6-W10xW10 WWF
66" OR 72"	92"	
78" OR 84"	104"	
WALL LENGTH		
B, D & E		
$D = \frac{1}{2} (OD \text{ PIPE } 2 + ID \text{ PIPE } 1)$		
$E = \frac{1}{2} (OD \text{ PIPE } 2 + ID \text{ PIPE } 3)$		
$B = D + E$ TO EVEN INCH OR 48" (WHICHEVER IS GREATER)		

- ### DESIGN CRITERIA
- HS20 HIGHWAY LOADING, 32 KIPS ON REAR AXLE (16 KIPS/WHEEL), WHEEL SPACING 6', 30% IMPACT. ONE WHEEL CENTERED ON MANHOLE, OTHER WHEEL ADJACENT TO MANHOLE.
- ### NOTES
- STRUCTURAL CONCRETE SHALL BE 3000 PSI @ 28 DAYS (MAG A) PER SRP 03300.
 - REINFORCING STEEL SHALL COMPLY WITH REQUIREMENTS OF SRP 03210; BARS SHALL BE ASTM A615 GRADE 60 AND WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
 - CONCRETE PLACEMENT SHALL BE PER GE 03305.
 - SEE PLAN AND PROFILE DRAWING FOR CORRECT ORIENTATION OF MANHOLE.
 - STANDARD SRP 30" CAST IRON MANHOLE FRAME AND COVER (STOCK CODE No. 5011703) CENTERED IN TOP OF MANHOLE. CONTACT SRP INVESTMENT RECOVERY DEPARTMENT AT (602) 236-2908, TO PURCHASE SRP MANHOLE FRAME AND COVER.
 - NOT TO BE USED FOR STAKING. EXACT TOP ELEVATION TO BE SET BY CUSTOMER'S ENGINEER BASED ON CUSTOMER'S PAVING & GRADING PLANS.
 - FIELD CUT REBAR AT MANHOLE.
 - CONCRETE SHALL BE PLACED WITH NO COLD JOINTS. ALL CONCRETE SHALL BE VIBRATED DURING PLACEMENT.
 - DIMENSIONS A AND B SHALL NOT EXCEED 104", AND DIMENSION C SHALL NOT EXCEED 180".
 - FOR PRESSURE MANHOLES, MAXIMUM HEAD SHALL NOT EXCEED 60" ABOVE TOP ELEVATION.
 - INVERT OF CARRIER PIPE 2 AND INVERTS OF PIPES 1 AND 3 SHALL BE 12" MINIMUM ABOVE BOTTOM ELEVATION.
 - PROVIDE ASPHALT SURFACE AS REQUIRED.



REFERENCES

REINFORCING SPECIFICATION _____ SRP 03210
CONCRETE SPECIFICATION _____ SRP 03300
CONCRETE PLACEMENT SPECIFICATION _____ GE 03305

REV NO.	JOB NO.	DFTR	DSGN	ENGR CHK	ISSUE AUTH	DATE

SALT RIVER PROJECT
WATER ENGINEERING ♦ PHOENIX, ARIZONA

UTILITY CONFLICT MANHOLE PLANS, SECTIONS AND DETAILS

SCALE: NONE	DGN	SHEET NO.
SUBJ CODE DIST CODE DWG SIZE		
MH Y3 22X34		C-10



Delivering water and power™

**SALT RIVER PROJECT
PROPERTY USE LICENSE**

Page 1 of 5

DATE: January 6, 2021

Inspector must be
notified 72 business hours
prior to beginning
construction:

LICENSE #: 2000795

The Salt River Project Agricultural Improvement and Power District (hereinafter referred to as Salt River Project or SRP) hereby grants a License to install facilities on the property described herein for the following purpose(s):

SITE IMPROVEMENTS

The Licensee, has read and understands the Special Conditions below (and in the Exhibit attached) and the General Conditions, and agrees to these conditions for the installation at the following location(s):

PARALLEL (2)

PAVEMENT REMOVAL -----MCDOWELL ROAD, 400' WEST OF PIMA ROAD
(23.95E-6.00N) Approximately 400' West of the Southeast the corner of Section 36, T2N-R4E
(sewer crossing)

CONFLICT MANHOLE -----MCDOWELL ROAD, 560' NORTHWEST OF PIMA ROAD
(23.95E-6.05N) Approximately 560' Northwest of the Southeast the corner of Section 36, T2N-R4E

SPECIAL CONDITIONS

A. CONSTRUCTION ITEMS:

QUANTITY

ITEM

3..... Paralleling irrigation with electrical box, electrical conduit, pavement removal
1..... Sewer crossing through existing sleeve in SRP conflict Manhole

B. DRAWINGS:

PROJECT

Quick Trip Store #1418

CONSULTANT

The WLB Group, Inc

ISSUED BY: Carissa Scharrer
SRP Water Engineering, (602) 236-5799

QuikTrip Corporation
Licensee

ACCEPTED: _____
Licensee (Owner/Agent)

P.O. Box 3475
Address

Tulsa, OK, 74105
City, State Zip

Please remit your permit fee and signed document to:
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072-2025
Water Engineering/SSW303

\$750.00
License Fee (Non-refundable)

WARNING: Licensee is required to notify the SRP inspector, Michael Doughty @ 602-809-1304, a minimum of 72 business hours before starting any construction in or around SRP irrigation facilities. Licensee's contractor must have a copy of this construction license on the job site while working around irrigation facilities. Failure to comply will result in a temporary shut-down of that portion of construction until proof of a valid construction license has been established.

Licenses Standard (East), Updated 2/11/2019

50-DR-2011#2
2/23/2021

**SALT RIVER PROJECT
PROPERTY USE LICENSE**
Page 2 of 5

DATE: January 6, 2021

LICENSE #: 2000795

C. SPECIFICATIONS:

1. 24 inches minimum clearance is to be maintained below Salt River Project's irrigation pipe.
2. When paralleling irrigation pipe, a minimum of 48 inches horizontal clearance is to be maintained between the pipe and the open excavation.
3. If project includes the installation of valves, fire hydrants, manholes, vaults, pads or splice pits, a minimum of 24 inches horizontal clearance is to be maintained between the irrigation pipe and the open excavation.
4. Backfill is to be in compliance with M.A.G. specifications or the governing municipality's supplement to M.A.G.

D. SPECIFICATIONS – CONFLICT MANHOLE:

1. Existing conflict manhole should be utilized per plans attached.
2. Damage to conflict manhole during construction will be repaired per SRP standards at the Licensee's expense.
3. Backfill is to be in compliance with M.A.G. specifications or the governing municipality's supplement to M.A.G.

E. NOTICE TO PROCEED:

Issuance of this License does not guarantee a dry-up due to seasonal water demands.

Licensee is required to notify the SRP inspector, Michael Doughty 602-809-1304, a minimum of 72 business hours before starting any construction in or around SRP irrigation facilities.

F. BLUESTAKE:

Prior to construction, Licensee shall contact Bluestake (602-263-1100) and such other locators/utilities as needed to locate and flag all existing underground utilities.

G. DUST CONTROL:

The Licensee assumes sole responsibility for obtaining a dust control permit and complying with any required dust control plan pursuant to Maricopa County or other municipal requirements.

H. ARCHAEOLOGICAL:

As required by federal law, state law, and SRP Archaeological Policy 8-70-1, any cultural or fossil remains, both historical and pre-historical, discovered during construction, must be immediately reported to the SRP inspector.

**SALT RIVER PROJECT
PROPERTY USE LICENSE**

Page 3 of 5

DATE: January 6, 2021LICENSE #: 2000795**GENERAL CONDITIONS**

1. Licensee warrants and represents that it is qualified to perform, or will contract with qualified parties to perform, the undertaking which is the subject of the License.
2. Licensee shall obtain such other licenses, permits, and agreements as required by other governing bodies having jurisdiction over the Licensed Property.
3. Licensee shall perform any work on the Licensed Property in conformity with all applicable safety standards and regulations, and in a manner to avoid the creation of potentially dangerous conditions and harm to others.
4. If the Licensee fails to notify the SRP inspector as required herein to perform the work, this License will be immediately revoked, the work stopped, and the Licensee liable for any resulting damage to the property of others, including, though not limited to, that of the Salt River Project. If damage to Licensee's unauthorized installation occurs, Licensee waives all rights and claims for such damage and assumes sole responsibility for same. NOTE: SRP cannot assure a dry-up. A dry-up may only be possible for brief periods and not possible at certain times of the year.
5. In the event that Licensee's installation does not comply with the specifications and conditions stated herein or upon revocation of this License, Licensee shall remove at its sole cost, within ninety (90) days after written notice from SRP, any improvements or installations placed on the Licensed Property pursuant to this License, and restore the Licensed Property to the satisfaction of Salt River Project. In the event that Salt River Project determines that the Licensed Property must be restored immediately for operational purposes, or Licensee fails to remove the installations or improvement within the time specified above or restore the Licensed Property, the Salt River Project may remove the installations from the Licensed Property and/or restore the Licensed Property, and the cost so incurred (as solely and conclusively determined by the Salt River Project) shall be paid by Licensee within ten (10) days after receipt of a statement of such cost. Licensee hereby releases the United States of America, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District from all claims for damages that result to the Licensee or others by reason of such removal.
6. Should any Salt River Project facilities be damaged by Licensee, such facilities shall be repaired at Licensee's sole expense, to the satisfaction of Salt River Project. Salt River Project reserves the right, depending upon the nature and extent of the damage, to make such repairs and bill Licensee for all costs associated therewith.
7. Licensee shall be liable for any and all damages to the property of the United States of America, Salt River Project Agricultural Improvement and Power District, or any other party or parties by reason of the exercise of the privilege herein granted to Licensee. Licensee agrees to release, indemnify and hold harmless the United States of America, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, from and against any claims, actions, costs, expenses, or other liabilities for property damage or personal injuries in any way caused by or related to Licensee's exercise of rights herein granted, except those caused solely and exclusively by the negligence of the Salt River Project. Licensee enters upon the Licensed Property of at its own risk.
8. Should Licensee fail to start construction within one (1) year following execution of this License, this License is automatically revoked and terminated, and Licensee shall secure a new license to construct the installation under conditions and specifications set forth by SRP.
9. All facilities installed pursuant to this License are subject to inspection and approval by Salt River Project, and must comply with the specifications and conditions herein (and attached). Said inspection, however, shall not constitute or be construed as more than a determination that the specifications set forth herein have been complied with by Licensee and is not to be considered as an approval or ratification by Salt River Project of the quality or fitness of Licensee's improvements.
10. Licensee agrees to keep in proper maintenance and repair any facilities installed or constructed on the Licensed Property.
11. This License shall continue in effect for a term not to exceed 25 years, so long as it is considered to be expedient as conclusively determined by Salt River Project, and shall be revocable upon ninety (90) days written notice from SRP.
12. Licensee shall move or modify any facility, structure, plantings or other improvements installed or constructed on the Licensed Property at its sole expense if at any time SRP determines that the existence of said facility conflicts with the maintenance of, or future installations of Salt River Project's facilities.
13. Licensee acknowledges that Salt River Project makes no warranty or representation as to the nature of its rights to the Licensed Property and consent by the fee owner, if other than SRP or the United States, is not to be implied from this License.
14. Notwithstanding references in this License to contractors of Licensee, if any, all obligations, duties, liabilities, responsibilities and warranties to Licensor herein stated are those of Licensee, and not of any third party. To the extent Licensee is permitted herein to authorize third parties to perform under this License, doing so neither relieves Licensee of obligations, duties, liabilities, responsibilities and warranties to Licensor, nor constitutes any limitation on Licensor's rights to pursue remedies exclusively against Licensee for breaches of same.

**SALT RIVER PROJECT
PROPERTY USE LICENSE**
Page 4 of 5

DATE: January 6, 2021

LICENSE #: 2000795

EXHIBIT/ADDENDUM

The provisions of this Exhibit derive from federal regulations, policies, directives and standards applicable to most uses of federal reclamation land and facilities. Most such uses require a "Use Authorization" from the United States pursuant to 43 CFR Part 429 and the agreement to which this Exhibit is attached is deemed to be such a "Use Authorization". For purposes of this Exhibit/Addendum, "Grantee" shall mean the person or entity with whom SRP has contracted on the agreement to which the Exhibit is attached. The terms of this Exhibit/Addendum are mandated by multiple separate relevant authorities under federal law, therefore could be duplicative or contradictory both within the Exhibit/Addendum and with the terms of the agreement to which it is attached. In the event of such duplication, or any conflict among such terms, the terms should be interpreted and followed in a manner most favorable to the United States.

INDEMNITY

The Grantee agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Grantee.

TERMINATION

The United States, acting through the Bureau of Reclamation ("Reclamation"), Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the Use Authorization or other damage to the Grantee's activities or facilities.

Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR Part 429.2 if Reclamation determines that any of the following apply:

- (a) The use has become incompatible with authorized project purposes, project operations, safety, and security;*
- (b) A higher public use is identified through a public process described at §429.32(a)(1); or*
- (c) Termination is necessary for operational needs of the project.*

Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization if Reclamation determines that the Grantee has failed to use the Use Authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the Use Authorization may constitute a presumption of abandonment of the requested use and cause termination of the Use Authorization.

Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization if the Grantee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any Use Authorization, or to obtain any required permits or authorizations.

SEVERABILITY OF CONTRACT TERMS

Each provision of any Use Authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of the Use Authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or Prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the Use Authorization as a whole.

TERMINATION

This Use Authorization will terminate and all rights of the Grantee hereunder will cease, and the Grantee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term of the Use Authorization; or,*
- (b) Without notice, upon default in payment to the United States of any installment of rental charges if any; or,*
- (c) Upon written notice to the Grantee served by Reclamation; or,*
- (d) After failure of the Grantee to observe any of the conditions of this Use Authorization because of failure to observe such condition.*

If this Use Authorization is terminated under (d), the United States reserves the right to bar the Grantee from the authorization to use Reclamation land on the Salt River Project for a period of time, as determined by Reclamation's Area Manager.

OFFICIALS NOT TO BENEFIT

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

HAZARDOUS MATERIALS

- (a) The Grantee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Grantee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.*
- (b) The Grantee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.*
- (c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and the regulations promulgated pursuant to that Act.*
- (d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Grantee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.*

**SALT RIVER PROJECT
PROPERTY USE LICENSE**

Page 5 of 5

DATE: January 6, 2021LICENSE #: 2000795

- (e) Violation of any of the provisions of this Article, as determined by Reclamation, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Grantee and shall make the Grantee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
- (f) The Grantee agrees to include the provision contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Use Authorization.
- (g) Reclamation agrees to provide information necessary for the Grantee using reasonable diligence, to comply with the provisions of this Article.

REMOVAL OF STRUCTURES

Upon the expiration, termination, or revocation of this Use Authorization, if all rental charges and damage claims due Reclamation have been paid, the Grantee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Grantee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

BONDING

Grantee shall provide a bond in the amount of \$____-0-_____, to be maintained until all construction activities of this project and restoration of the disturbed areas have been completed and accepted in writing by Reclamation. Upon completion, or partial completion, of these restoration requirements, Reclamation, may terminate or allow partial reduction of the amount of the bond requirement.

RIGHT OF ENTRY

The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all lands covered by this Use Authorization, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damages to a minimum.

CULTURAL RESOURCES

The Grantee shall immediately provide an oral notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on Reclamation lands. The Grantee shall follow up with a written report of their finding(s) to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this Use Authorization. The Grantee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Grantee.

PESTICIDES

- (a) The Grantee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation. The Grantee shall submit to Reclamation for approval an integrated pest management Plan (IPMP) thirty (30) days in advance of pesticide application.
- (b) All pesticides used shall be in accordance with the current registration, label, direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators must meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.
- (c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.
- (d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.
- (e) The Grantee shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to Reclamation with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours if the spill is an emergency or by the next business day following the spill if it is a nonemergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- (f) Aerial application of pesticides is prohibited without prior written consent by Reclamation.
- (g) The Grantee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third party contract it may enter into pursuant to this Use Authorization.

QT1418Esmt-14-1-1--
esquivela

When recorded, Return to:

Store #1418

MAINTENANCE AND EASEMENT AGREEMENT

THIS MAINTENANCE AND EASEMENT AGREEMENT (this "Agreement"), is executed to be effective as of the 23rd day of December, 2020, by and between BV MVP STORAGE SCOTTSDALE, LLC, a Delaware limited liability company ("Grantor"), and QUIKTRIP CORPORATION, an Oklahoma corporation ("QuikTrip").

WITNESSETH:

WHEREAS, Grantor is the fee owner of that certain tract of land described in Exhibit A attached hereto and incorporated herein, said property being hereinafter referred to as the "Grantor Property"; and

WHEREAS, QuikTrip is the fee owner of that certain tract of land described in Exhibit B, attached hereto and incorporated herein, said property being hereinafter referred to as the "QuikTrip Property" (the QuikTrip Property and the Grantor Property are sometimes individually referred to herein as a "Parcel"); and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property a temporary construction easement on the Grantor Property to facilitate construction of a sewer line and other related ancillary improvements (the "Utility Improvements") located or to be located on the Grantor Property, as shown and legally described on Exhibit C attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property a utility easement over, under, across, and upon those portions of the Grantor Property as shown and legally described on Exhibit D, for the installation, use, maintenance, replacement and repair of the Utility Improvements located or to be located within the utility easement area; and

WHEREAS, QuikTrip shall be solely responsible for the construction, maintenance and operation of the Utility Improvements; and

WHEREAS, the continued use and maintenance of the utility easement and temporary construction easement granted and reserved herein will be beneficial to the QuikTrip Property.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easements by Grantor for the benefit of QuikTrip and the QuikTrip Property. Grantor hereby grants, bargains, sells and conveys to QuikTrip the following easements for the benefit of QuikTrip, the QuikTrip Property, QuikTrip's employees and agents, and, to the extent title to the QuikTrip Property is leased, transferred or assigned by QuikTrip, to its successors and assigns:

1.2 Temporary Construction Easement. A, temporary easement of variable width (the "QuikTrip Temporary Construction Easement") on, over, upon, across, through and under those portions of the Grantor Property shown with diagonal lines and labeled as the "QuikTrip Temporary Construction Easement" on Exhibit C, for use for normal construction activities while constructing the Utility Improvements (as defined below) upon the Grantor Property and the QuikTrip Property. The QuikTrip Temporary Construction Easement herein granted shall automatically terminate, without any further action by either party, upon the earlier of: (a) completion of the construction of the Utility Improvements upon the Grantor Property and the QuikTrip Property, or (b) one (1) year following the recordation of this Agreement.

1.3 Utility Easement. A perpetual, non-exclusive easement (the "Utility Easement") over, across, upon and under the area shown with diagonal lines and labeled as the "QuikTrip Utility Easement" on Exhibit D, for the purpose of installing, using, maintaining, repairing and replacing the Utility Improvements located or to be located within the Utility Easement.

2. Cost and Expenses for Construction of Certain Improvements.

2.1 Initial Construction of Certain Improvements. QuikTrip, as part of QuikTrip's development of the QuikTrip Property and at QuikTrip's sole cost and expense, shall construct the Utility Improvements.

2.2 Responsibility for Costs and Expenses of Maintenance after Completion of the Utility Improvements. QuikTrip, at QuikTrip's sole cost and expense, shall be responsible for maintaining, repairing and replacing the Utility Improvements located within the QuikTrip Utility Easement and on the QuikTrip Property in good condition and state or repair and this obligation of QuikTrip shall include, without limitation, the maintenance, repair and replacements of any such improvements from the

connection of the new 6" BCS into the public 8" sewer line located in the alley to the private manhole on the Grantor Property and up to the QuikTrip property, as generally shown on Exhibit D attached hereto. Any alterations to the Utility Improvements requested or desired by Grantor shall require QuikTrip's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. The Utility Improvements shall not be altered, changed or modified (except for routine maintenance and repair) without the prior written consent of both QuikTrip and Grantor, such consent to not be unreasonably withheld so long as the proposed modifications would not impair or impede the use of the QuikTrip Utility Easement or the Utility Improvements by either party.

2.3 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations, permits and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of the Owner causing the damage. Any Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien effecting another Owner's Parcel arising from or relating to such work, provided, that, in the event that an Owner has a good faith dispute with any such lien (the "Disputing Owner"), then the Disputing Owner may in good faith contest, by proper legal actions or proceedings, any such lien or encumbrance, provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) such contest operates to suspend collection of the contested amounts and is maintained and prosecuted with diligence; (ii) none of the Owner's Parcel would be subject to forfeiture or loss or a lien by reason of the institution or prosecution of such contest; and (iii) the Disputing Owner shall promptly pay or discharge such contested amounts and all additional charges, interest, penalties and expenses if any, and shall deliver to the other Owner evidence acceptable to the other Owner of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to the Disputing Owner. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

2.4 Restoration of Easement Areas. Upon the completion of any work, the Parcel upon which such work was performed shall be restored to the condition that existed prior to such work. Upon the completion of any work by QuikTrip, QuikTrip, at its sole cost and expense, shall promptly restore, or cause to be promptly restored, the easement area and any improvements located on the Grantor Parcel that are damaged as a result

of QuikTrip's work to equal or better condition, using equal or better quality of materials.

3. Indemnity. QuikTrip shall indemnify, defend and hold harmless Grantor, and its managers, members, officers, directors, shareholders, agents and employees (collectively, the "Indemnified Parties") for, from and against any and all claims, demands, suits, liabilities, costs and expenses (including, but not limited to reasonable attorneys' fees and costs) which may be claimed or asserted against the Indemnified Parties or the Grantor Property on account of injury to any person or property, or any mechanics' or materialmen's liens or claims of lien which may be asserted against any of the Indemnified Parties or the Grantor Property arising out of or resulting from (a) any work, maintenance or repair performed by QuikTrip pursuant to this Agreement, (b) any breach of this Agreement by QuikTrip, or (c) the exercise by QuikTrip of any of the rights and easements herein granted and conveyed.

4. Time of the Essence. Time is of the essence of this Agreement.

5. Amendment. QuikTrip and Grantor hereby agree that only upon the written consent of all parties hereto may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded. QuikTrip agrees not to unreasonably withhold, condition or delay its consent to a request to relocate any of the easement areas.

6. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

7. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to any person, entity or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby.

8. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Grantor and QuikTrip and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible

only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Grantor Property, and the QuikTrip Property and shall run with title to, and be appurtenant to, such Parcels.

9. Notices. All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

GRANTOR:

BV MVP Storage Scottsdale, LLC
2502 East Camelback Road, Suite 214
Phoenix, Arizona 85016
Attention: Mark Ortman

QUIKTRIP:

QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: President
Fax: (918) 615-7680

with a copy to:

QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: General Counsel
Fax: (918) 994-3594

10. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-

defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. If the failure to perform or breach is regarding the maintenance of Easements and such maintenance cannot reasonably be performed within a thirty-day period, then the non-defaulting Owner(s) shall have the right to perform the maintenance (even if such work must be undertaken on the defaulting Owner's Parcel) after a reasonable amount of time has passed (not to exceed a total of sixty (60) days) after notifying the defaulting Owner, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within thirty (30) days from the date the other Owner is notified of the amounts due. Any amounts not paid when due shall bear interest at a rate equal to eighteen percent (18%) per annum. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

11. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

12. Reservation of Rights. Grantor reserves the right to use and enjoy the easement areas so long as Grantor's use does not unreasonably interfere with the rights granted in this Agreement. Grantor shall have the right to convey additional easements for access, utilities or other purposes through, over, under, upon, in, across and along the easement areas to the owners of properties located in the vicinity of the Grantor Property or to government or quasi-governmental entities and utility service providers; provided however, that no such additional easements shall unreasonably interfere with the easements granted herein.

13. Grantor's Fees and Costs. QuikTrip agrees to reimburse Grantor for the out of pocket fees and expenses that Grantor incurs in connection with this Agreement concurrently with the execution of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

GRANTOR:

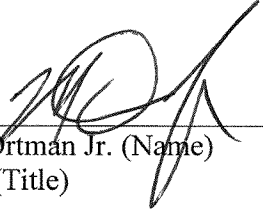
BV MVP STORAGE SCOTTSDALE, LLC, a Delaware limited liability company

By: BV MVP STORAGE, LLC, a Delaware limited liability company
Its: Sole Member

By: MVP STORAGE, LLC, an Arizona limited liability company
Its: Operating Member

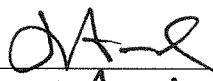
By: VINTAGE STORAGE, LLC, an Arizona limited liability company
Its: Administrative Member

By: Vintage Partners 2.0, LLC, an Arizona limited liability company
Its: Manager

By: 
Mark E. Ortman Jr. (Name)
Manager (Title)

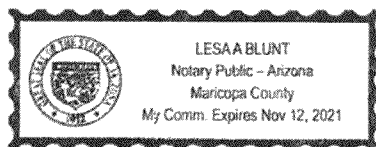
QUIKTRIP:

QUIKTRIP CORPORATION

By: 
Jason Acord (Name)
Director of Real Estate Division Manager

STATE OF Arizona)
)
 COUNTY OF Maricopa) SS.

This instrument was acknowledged before me on this 23 day of December, 2020, by Mark E. Ortman, Jr., the Manager of Vintage Partners 2.0, LLC, an Arizona limited liability company, the Manager of VINTAGE STORAGE, LLC, an Arizona limited liability company, the Administrative Member of MVP STORAGE, LLC, an Arizona limited liability company, the Operating Member of BV MVP STORAGE, LLC, a Delaware limited liability company, the sole Member of BV MVP STORAGE SCOTTSDALE, LLC, a Delaware limited liability company, for and on behalf of such entities.



Lesa A. Blunt
 Notary Public

My commission expires:
November 12, 2021

STATE OF Kansas)
)
 COUNTY OF Johnson) SS.

On this 24 day of November, 2020, before me, the undersigned, a Notary Public, appeared Jason Acord, to me personally known, who being by me duly sworn, did say that he is the Director of Real Estate of QuikTrip Corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and Division Manager acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Maria I. Carrillo
 Notary Public in and for said County and

State

My Commission Expires:
5/31/2023

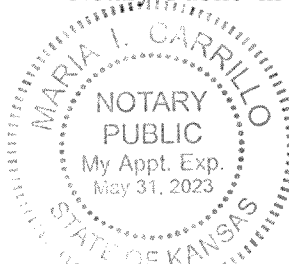
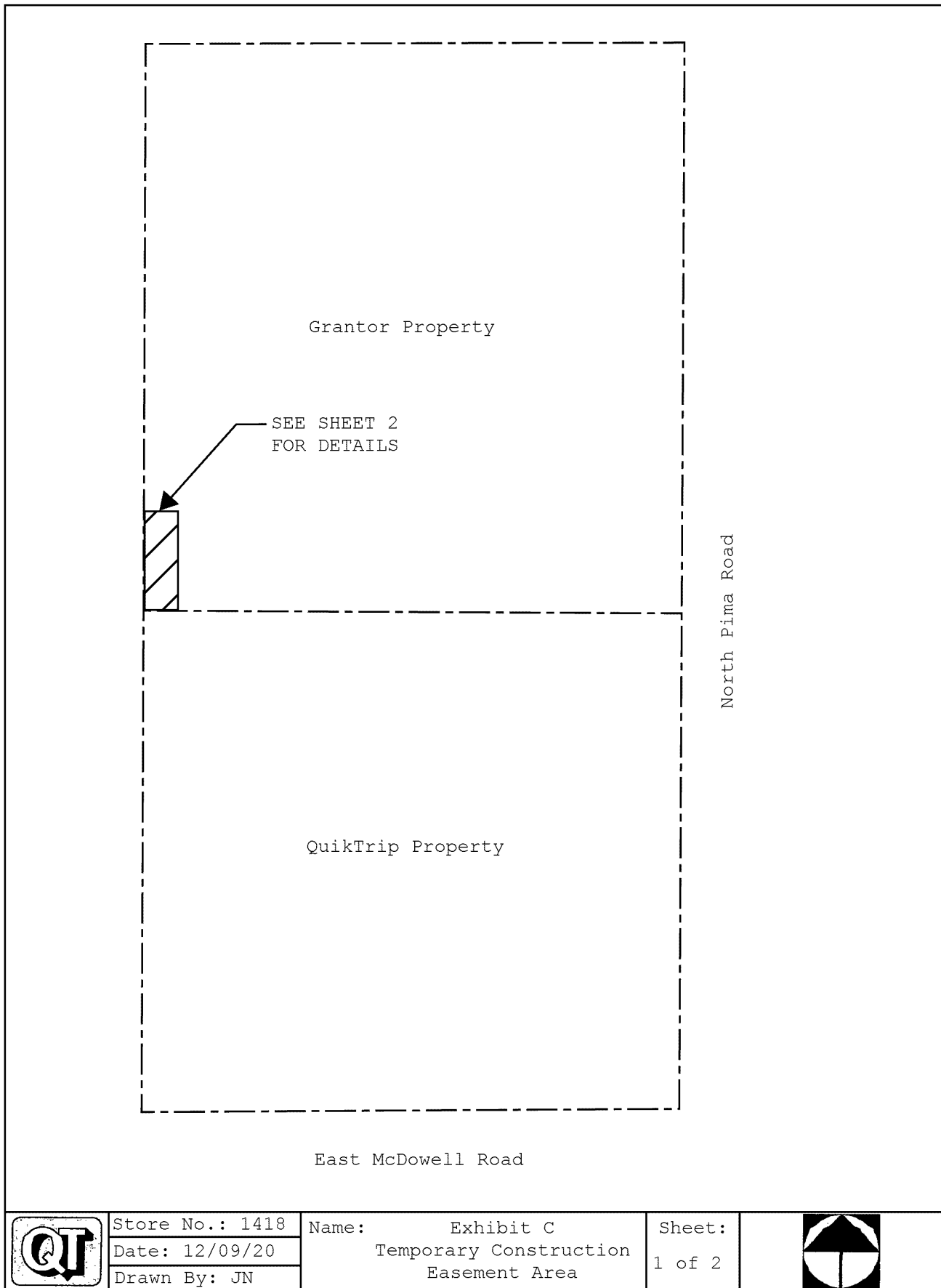


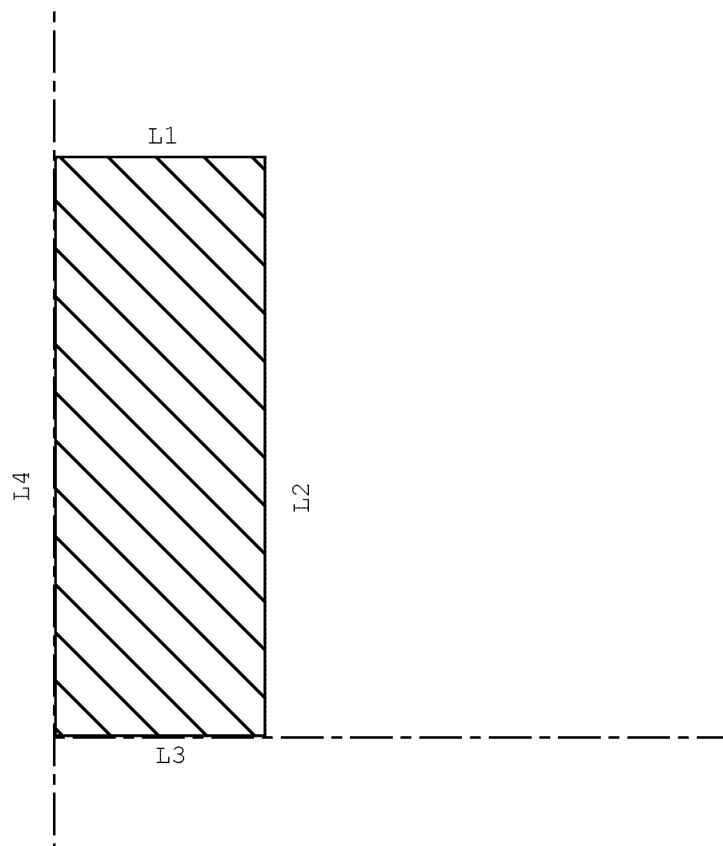
Exhibit A
“Grantor Property”

Lot 2, A MINOR SUBDIVISION OF “QUIKTRIP #1418”, according to Book 1172 of Maps, page 22, records of Maricopa County, Arizona.

Exhibit B
“QuikTrip Property”

Lot 1, A MINOR SUBDIVISION OF “QUIKTRIP #1418”, according to Book 1172 of Maps, page 22, records of Maricopa County, Arizona.





Line Table	
Line No.	Length
L1	20'-0"
L2	70'-0"
L3	20'-0"
L4	70'-0"

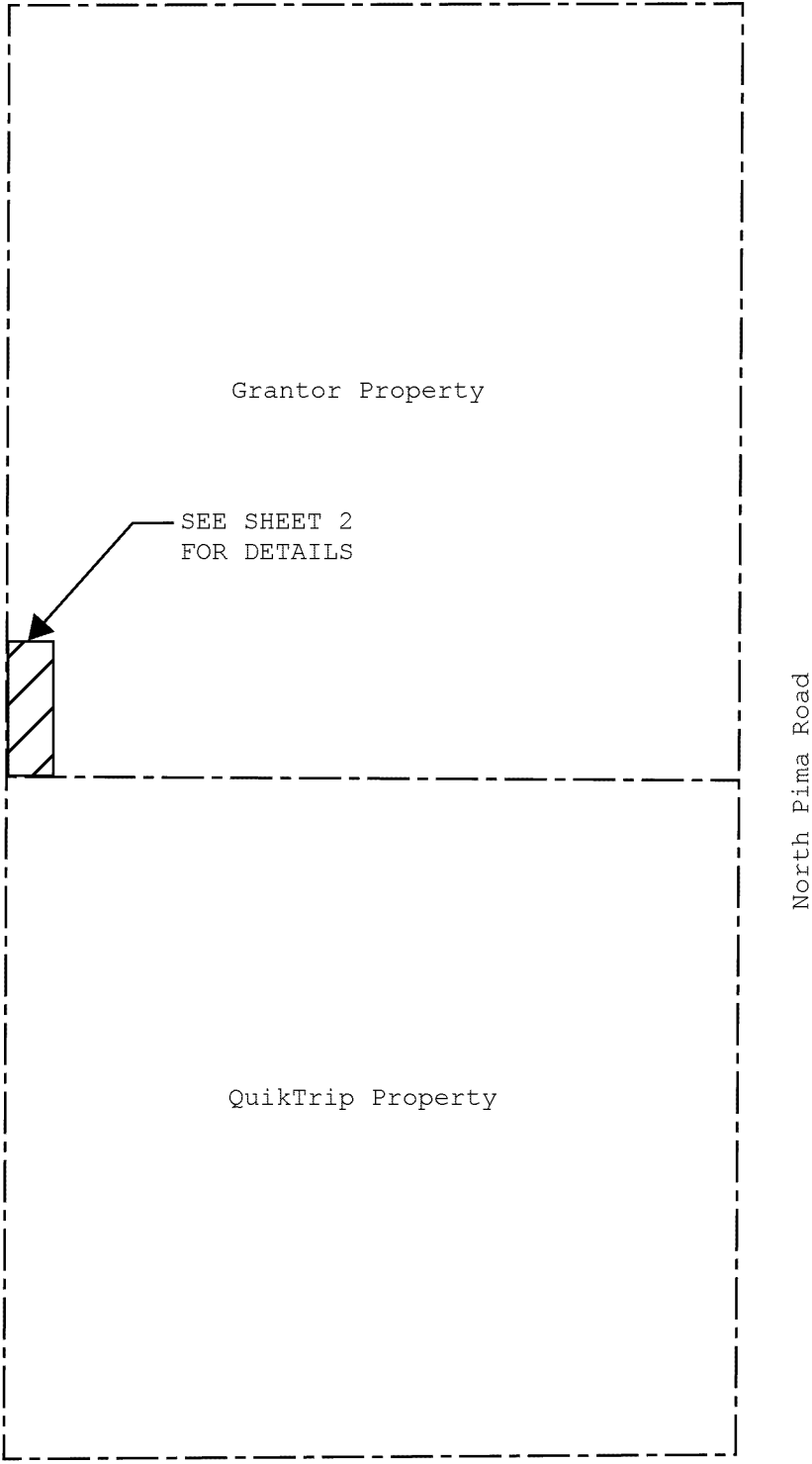




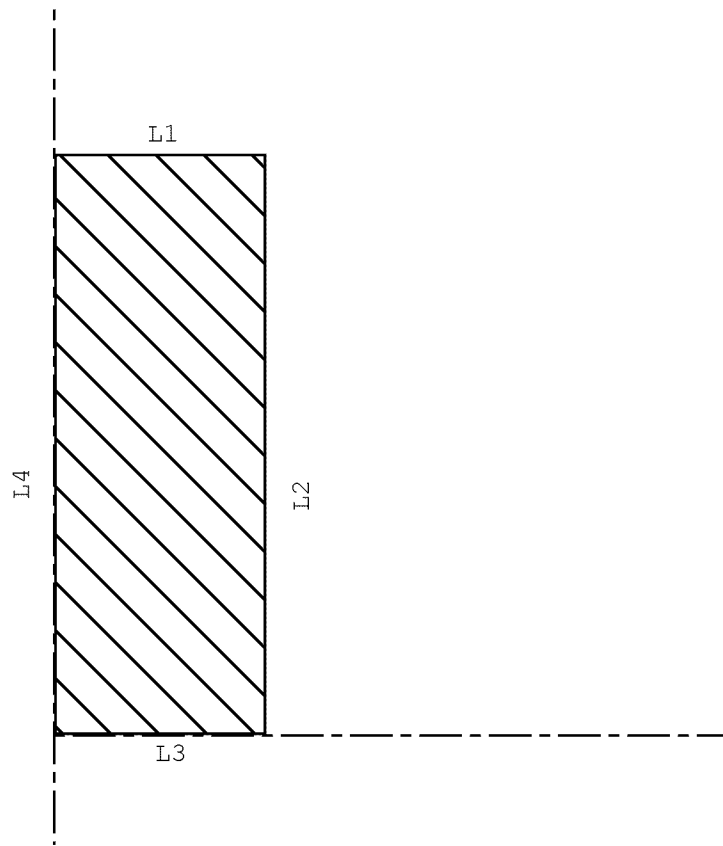
Store No.: 1418
 Date: 12/09/20
 Drawn By: JN

Name: Exhibit C
 Temporary Construction
 Easement Area

Sheet:
 2 of 2



 <p>Grantor Property</p> <p>SEE SHEET 2 FOR DETAILS</p> <p>North Pima Road</p> <p>QuikTrip Property</p> <p>East McDowell Road</p>				
	Store No.: 1418	Name: Exhibit D Utility Easement Area	Sheet:	
	Date: 12/09/20		1 of 2	
	Drawn By: JN			



Line Table	
Line No.	Length
L1	20'-0"
L2	70'-0"
L3	20'-0"
L4	70'-0"



Store No.: 1418

Date: 12/09/20

Drawn By: JN

Name:

Exhibit D
Utility Easement
Area

Sheet:

2 of 2



FINAL
~~PRELIMINARY~~ WATER DESIGN REPORT

FOR

QUIKTRIP STORE No. 1418

McDowell Road and Pima Road

CITY OF SCOTTSDALE, ARIZONA

CASE FILE 50-DR-2011#2 ✓



PREPARED FOR:
QUIKTRIP CORPORATION ✓
1116 E. Broadway Road
Tempe, AZ 85282
Phone: (480) 446-6372
Attn: Jonathan Naut

PREPARED BY:
THE WLB GROUP, INC. ✓
1600 W Broadway Road, Ste 150
Tempe, AZ 85282
Phone: (480) 736-1600
Attn: C. Don Walding, P.E.

April 9, 2020

WLB No. 219006-A001

FINAL Basis of Design Report (DR or PP) ✓ <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> REVISE AND RESUBMIT	Reviewed By: On behalf of the Scottsdale Water Resources Department
<p>DISCLAIMER: If approved, the approval is granted under the condition that the final construction documents submitted for city review will match the information herein. Any subsequent changes in the water or sewer design that materially impact design criteria or standards will require re-analysis, re-submittal, and approval of a revised basis of design report prior to the plan review submission; this approval is not a guarantee of construction document acceptance. For questions or clarifications contact the Water Resources Planning and Engineering Department at 480-321-5685</p>	
REVIEWER: EMAIL: BBernard@Carollo.com	DATE 04/27/20



Please see page 2 for
review comments and
stipulations

50-DR-2011#2
7/1/2020

QUIKTRIP NO. 1418 - MCDOWELL ROAD AND PIMA ROAD

CASE FILE 50-DR-2011#2_V3 - FINAL WATER BOD REPORTS

CAROLLO ENGINEER'S CASE FILE REVIEW COMMENTS - 04/27/2020

Ordinance Issues:

1. Note to the Submitter/Developer, as per section 6-1.000 of the DSPM, Developers may be required to install, at their expense, all on-site and off-site improvements, if required.
2. Per DS&PM 6-1.200, the Water Resources Department may stipulate additional supplemental information in lieu of, or in addition to, a BOD report to satisfy any concerns or questions they may have.

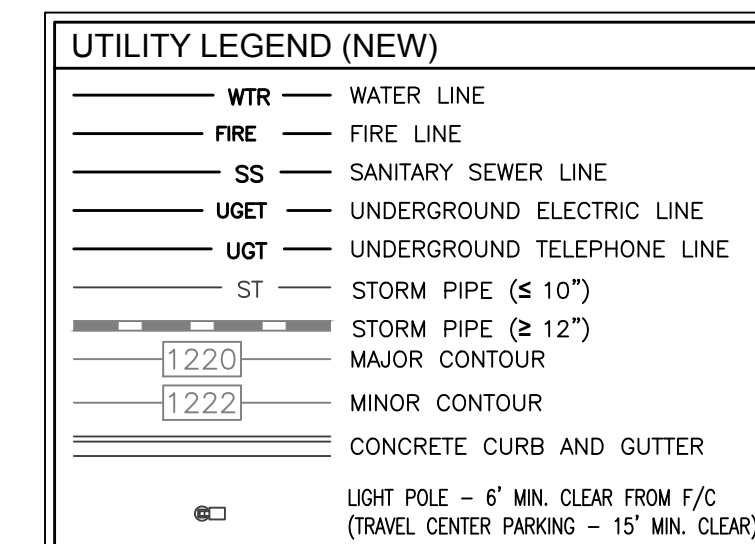
Policy and Design Related Issues:

3. Water lines up to 12-inches in diameter shall be ductile iron pipe (DIP) with a minimum pressure class of 350.
4. Maintain sewer and water separation per MAG Standard Detail 404-2 and City of Scottsdale Standard Detail 2401

Technical Corrections to be Resolved or Acceptance Stipulations:

5. None.

PRELIMINARY UTILITY PLAN
QUIKTRIP STORE #1418
8798 E MCDOWELL ROAD, SCOTTSDALE, AZ
CASE FILE 50-DR-2011#2



UTILITY GENERAL NOTES

UTILITY INSTALLATION CONSIDERATIONS

PRIOR TO THE CONSTRUCTION OF, OR CONNECTION TO ANY STORM DRAIN, SANITARY OR ANY OTHER ELEVATION SENSITIVE UTILITY, THE CONTRACTOR SHALL EXCAVATE AND CAULK ALL ALPHAS POINTS OF CONNECTIONS AND ALL UTILITY CROSSINGS. THE CONTRACTOR SHALL INFORM THE ENGINEER AND THE OWNER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. THE ENGINEER AND OWNER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER AND OWNER ARE NOT NOTIFIED OF A DESIGN CONFLICT.

AS POSSIBLE, ALL PROPOSED UTILITIES SHALL BE ROUTED THROUGH PERVIOUS AREAS - SPECIFICALLY AVOIDING ON-SITE PAVED AREAS DESIGNATED FOR PARKING, ACCESS, AND VEHICULAR TRAFFIC FLOW.

CONTRACTOR SHALL COORDINATE ALL UTILITY INSTALLATIONS TO AVOID CONFLICTS AT CROSSINGS.

NOTES:

1. ALL SEWER LINES SHALL BE PVC SDR-35.
2. ALL 6" SEWER SERVICE TO BE PER MAG STD DTL. 440-3.
3. 6" DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY TO BE INSTALLED WITHIN THE FIRE RISER ROOM.
4. EXISTING 6" FIRE LINE ALONG MCDOWELL SHALL BE REMOVED TO TO THE EXISTING 12" APC MAIN. REMOVE ALL APPURTENANCES AND REPLACE WITH DIP SPOOL.



PROJECT NO.:05-1418

WLB
The WLB Group

Engineering Planning **Surveying**
Landscape Architecture **Urban Design**
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QuikTrip No. 1418

E. MCDOWELL ROAD
SCOTTSDALE, AZ



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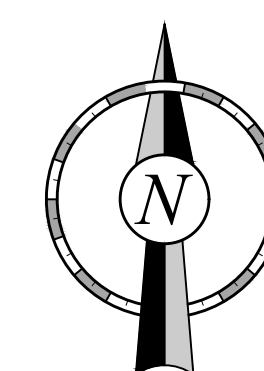
PROTOTYPE: P-98 (05/01/19)
DIVISION: 05
VERSION: 001
DESIGNED BY: JAW
DRAWN BY: JAW
REVIEWED BY: MGR

[illegible]

SHEET TITLE:
PRELIMINARY UTILITY PLAN

SHEET NUMBER:

3 of 3



PRELIMINARY WATER BASIS OF DESIGN REPORT FOR QUIKTRIP STORE 1418

8798 E. MCDOWELL ROAD

SCOTTSDALE, AZ

INTRODUCTION

In accordance with City of Scottsdale requirements, this report is being provided in support of the Preliminary Site Plan for QuikTrip Store 1418 in Scottsdale. The new QuikTrip 1418 project is located at the northwest corner of McDowell Road and Pima Road, Scottsdale, AZ. The site is located on approximately 2.4 acres in area. QuikTrip is proposing to construct a new fuel center and 5,130 sf convenience store on the property.

EXISTING WATER INFRASTRUCTURE

There are existing 12" diameter water lines in McDowell Road and Pima Road on the east and south boundaries of the site. There is an existing 6" public water line along the north boundary. There are two existing fire hydrants at the northwest and southeast corners of the site.

WATER DEMANDS

Water Demands cannot be confirmed

The City of Scottsdale D.S.&P.M. Figure 6-1.2 for average day water demands does not provide a land use classification that is applicable to the QuikTrip facility. Therefore, water demand data provided by QuikTrip Corporation is deemed to be more appropriate. QuikTrip Corporation tracks inside water demand at each store location. Based on the historical water demands for their Phoenix area stores, these stores use an average of 1,937 gallons of water per day so this volume will be used as the average day demand. The City of Scottsdale average daily demands assume a 12-hour active water use period.

Scottsdale's water design criteria then would result in the following:

Average Day Demand – 1937 gallons/12 hrs or 2.7 gallons per minute (gpm)

Maximum Day Demand = 2 x avg day = 5.4 gpm

Peak Hour Demand = 3.5 x avg day = 9.5 gpm

Compared to 5,130 SF restaurant:
9.26 gpm ADWD
18.53 gpm MDWD
32.42 PHWD

75% reduction for fully sprinkler

The store and fueling canopy will have a fire sprinkler system installed, which will be included in the total fire flow demand. Based on IFC Table 8105.1, for Type V-B, 5130 sf, structure, the fire flow requirement is 2,000 gpm. With a 50% reduction for fully sprinklered buildings, the fire flow required for the building is 1,000 gpm.

Based on D.S.&P.M. 6-1.501, a minimum of 1,500 gpm is required for commercial buildings.

A fire hydrant flow test was conducted on October 31, 2019 which indicated available flow at 20 psi residual of 5,137 gpm. This test confirms the sufficiency of the existing water system to meet demands. A copy of the hydrant flow test is included with this report.

2019

30 psi and then a 10% reduction

PROPOSED WATER FACILITIES

4,284 gpm

Quiktrip is proposing to tie into the existing 12" water line in McDowell Road and extend a new public 8" water line north along the east side of the site and then tie into the existing 6" water line north of the site. A 6" fire line will be extended to the building from the new 8" water line to provide fire protection to the building and canopy. A 2" domestic water service for the building will also be provided from the new 8" water line.

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The existing fire hydrant at the southeast corner of the site will be located nearby and fed from the new 8" water line. The fire department review has not noted a need for more than the two fire hydrants which currently serve the site.

SUMMARY/CONCLUSION

Based on the existing water infrastructure, the proposed 8" water line extension, and the results of the hydrant flow test, there is sufficient capacity to accommodate the water demands for the proposed QuikTrip facility. This was confirmed based on the aforementioned flow test data. ✓



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HYDRANT FLOW TEST

SUMMARY REPORT

PROJECT LOCATION: 8798 E. McDowell Rd.

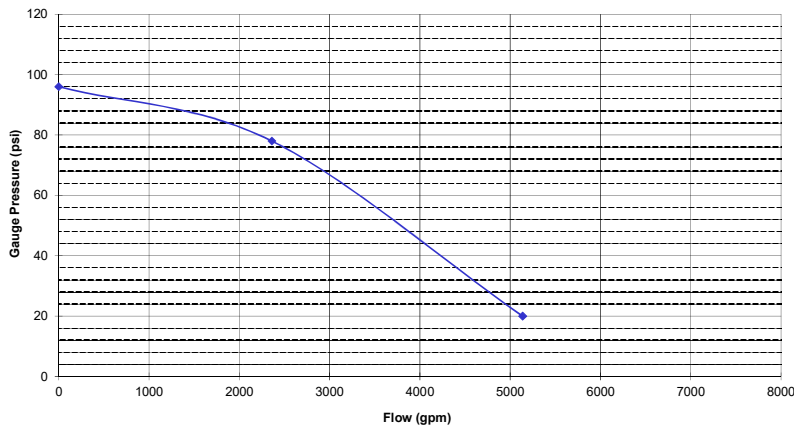
WITNESSED BY: Ray Padilla - City of Scottsdale

DATE: 10/31/19

TIME: 8:30AM

Hydrant Designation	Hydrant Number	Flow Opening	*Static Pressure	*Residual Pressure	Pitot Pressure	**Coefficient	Coefficient Steamer use .83	Flow (GPM)
Pressure; R	Hydrant #1		96	78				
Flow, F1	Hydrant #2	4			30	0.95	0.95	2360
Flow, F2	Hydrant #2							0
TOTAL:								2360

Note: If steamer connection was used for the flow test (without stream straightener), An additional Coefficient must be used with a factor of .83.
*Static and residual pressures must be adjusted for elevation change (+0.0 FT.) to site. **Use .95 Coefficient when stream straightener is utilized



Available flow @ 20 PSI

5137 GPM



ACCEPTED BY: _____ DATE: _____

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12/17/2019