46643

DICKSON

ARTZONA, U.S.

ROGERS

8, 11/19/2018

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\\%_11/19/2018

N.T.S

LANCE C. DICKSON, R.L.S. #46643 ARIZONA SURVEYING AND MAPPING 2411 W. NORTHERN. SUITE 110 PHOENIX, ARIZONA 85021

(602) 246-9919

, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES. EASEMENTS. RIGHTS-OF-WAY. AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA

JOHN N. ROGERS. R.L.S. #54332 GOODWIN AND MARSHALL, INC. 2708 S. ALMA SCHOOL RD, STE. 2 CHANDLER. ARIZONA 85286

EXPRESS OR IMPLIED.

(602) 218-7285 A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE.

LC	OT AREA TA	BLE
LOT	(SQ. FT.)	(ACRES)
5A	1323141	30.37
TOTAL	1323141	30.37

		TOTAL	1323141		30.375	
TRACT SUMMARY TABLE						
RACT	(SQ. FT.	.) (,	ACRES)	L	ISAGE	MAINTE

TRACT	(SQ. FT.)	(ACRES)	USAGE	MAINTENANCE RESPONSIBILITY		
А	10000	0.230	WELL SITE	OWNER		

SHEET 1 OF 2

PREPARED BY:

GOODWIN

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Ste. 2

SURVEYED BY:

2411 W. Northern, Suite 110 Phoenix, Arizona 85021 (602) 246 - 9919

RE-PLAT "PV303 EAST - PHASE A, LOT 5"

BEING A RE-PLAT OF LOT 5 OF PV303 EAST - PHASE A RECORDED IN BOOK 1260 OF MAPS, PAGE 15, MCR SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19,

TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN

MARICOPA, COUNTY, ARIZONA

DECLARATION OF PURPOSE

STATE OF ARIZONA

COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS

THAT MPS SELLS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS THE OWNER OF LOT 5A SHOWN HEREIN AND THAT LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORPORATION AS THE OWNER OF TRACT A SHOWN HEREIN. HAVE SUBDIVIDED UNDER THE NAME OF "PV303 EAST - PHASE A. LOT 5 BEING A RE-PLAT OF LOT 5 OF PV303 EAST - PHASE A RECORDED IN BOOK 1260 OF MAPS, PAGE 15, MCR, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE I WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE RE-PLAT OF SAID "PV303 EAST - PHASE A, LOT 5" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

IN WITNESS WHEREOF:

MPS SELLS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: MS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER BY: MERIT 303. LLC. AN ARIZONA LIMITED LIABILITY COMPANY ITS MANAGER BY: MERIT PARTNERS, INC., AN ARIZONA CORPORATION, ITS MANAGER

KEVIN CZERWINSKI

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORPORATION

ACKNOWLEDGEMENT

COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _ 2018, BY KEVIN CZERWINSKI, THE PRESIDENT OF MERIT PARTNERS, INC., AN ARIZONA CORPORATION, THE MANAGER OF MERIT 303, LLC. AN ARIZONA LIMITED LIABILITY COMPANY. THE MANAGER OF MS 303. LLC. AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF MPS SELLS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF

NOTARY PUBLIC MY COMMISSION EXPIRES_____

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ __, 2018, BY___

_Of LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORPORATION. FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC MY COMMISSION EXPIRES_____

LENDER'S CONSENT AND SUBORDINATION

THE UNDERSIGNED. A BENEFICIARY UNDER A CERTAIN DEED OF TRUST ENCUMBERING THE PROPERTY. HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED AS SHOWN ON THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: AUTHORIZED REPRESENTATIVE

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA)

. 2018 BEFORE ME PERSONALLY APPEARED WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON HE CLAIMED TO BE AND WHO ACKNOWLEDGE THAT HE BEING AUTHORIZED TO DO SO AS THE_ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION EXECUTED THIS RE-PLAT OF "PV303 EAST - PHASE A, LOT 5" ON BEHALF OF WESTERN ALLIANCE BANK FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC

I. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING. CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE FASEMENT.

5. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY. TRACT. OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET

A) THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE

B) DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE

C) MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.

D) AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

E) IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD. THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

4. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.

A) THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.

B) DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S

C) MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING REMOVAL OF DEAD PLANT MATERIAL, MOWING ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.

D) WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES. MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.

E) AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.

F) IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

5. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET, LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART

6. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

7. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT. OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE

8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFIC ON INTERSTATE IO AND THE PROPOSED LOOP 303.

). THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE. DUST AND ODORS ASSOCIATED WITH SUCH A USE.

IO. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND EXCLUDING POWER LINES 69 KV AND LARGER. II. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH A CAP,

TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION

NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT. 12. THE CITY IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND

LANDSCAPED AREAS WITHIN THE DEVELOPMENT.

NOTES CONT;

13. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS

14. LUKE AIR FORCE BASE SHALL HAVE AN OPPORTUNITY TO PROVIDE WRITTEN COMMENTS TO THE CITY OF GOODYEAR ON ALL INDUSTRIAL LAND USES WITHIN THIS DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

15. THIS DEVELOPMENT IS IN PROXIMITY TO THE ARIZONA MOTOR SPORTS PARK, GENERALLY LOCATED AT CAMELBACK ROAD & REEMS ROAD, THEREFORE SUBJECT TO POTENTIAL NOISE INTRUSION IF THE USE IS EVER REACTIVATED IN

16. OWNER/DEVELOPER OF ANY BUILDING SITE SHALL FILE A NOTICE OF PROPOSED CONSTRUCTION IN COMPLIANCE WITH FEDERAL REGULATION 49 CFR PART 77 IF THE PROPOSED BUILDING, OR ANY CONSTRUCTION EQUIPMENT TO BE USED DURING ITS CONSTRUCTION, WILL EXCEED THE MAXIMUM HEIGHT FOR WHICH FILING SUCH NOTICE IS NOT REQUIRED. AND SHALL SUBMIT A COPY OF THE FILED NOTICE TO THE CITY WITH APPLICATION FOR BUILDING PERMIT

17. BUILDINGS IN THIS DEVELOPMENT THAT ARE WITHIN 300 FEET OF THE NORTH RIGHT-OF-WAY LINE OF CHARLES BOULEVARD (EXCLUDING THAT PORTION OF CHARLES BOULEVARD WEST OF SARIVAL ROAD) OR ON LOTS ABUTTING ANY RESIDENTIAL LOT IN PALM VALLEY PHASE V SHALL BE LIMITED TO TWO STORIES. OR FORTY FEET IN HEIGHT.

18. LAND USES IN THIS DEVELOPMENT THAT ARE WITHIN 300 FEET OF THE NORTH RIGHT-OF-WAY LINE OF CHARLES BOULEVARD (EXCLUDING THAT PORTION OF CHARLES BOULEVARD WEST OF SARIVAL ROAD) OR ON LOTS ABUTTING ANY RESIDENTIAL LOT IN PALM VALLEY PHASE V SHALL BE LIMITED TO BUSINESS AND PROFESSIONAL OFFICES. PRIVATE BUSINESS. PROFESSIONAL AND TRADE SCHOOLS, SCIENTIFIC AND RESEARCH LABORATORIES, AND COMMERCIAL TRADE SCHOOLS AND BUSINESS COLLEGES, OR SIMILAR USES THAT ARE DETERMINED TO BE COMPATIBLE BY THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR. OR HIS DESIGNEE.

19. NO BUILDING CONSTRUCTION PERMITS WILL BE GRANTED BY THE CITY OF GOODYEAR FOR LOT 5A AND TRACT A WITHOUT AN ACCEPTED FORM OF FINANCIAL ASSURANCE SUCH AS A BOND OR LETTER OF CREDIT FOR REQUIRED OFFSITE INFRASTRUCTURE IMPROVEMENTS AS PART OF THIS PLAT. REFERENCE FINAL PLAT OF PV303 EAST PHASE A, RECORDED IN BOOK 1260 OF MAPS, PAGE 15, MCR FOR OFFSITE IMPROVEMENTS REQUIRED.

LEGAL DESCRIPTION

LOT 5. OF PV303 EAST. PHASE A. ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1260 OF MAPS, PAGE 15, AND CERTIFICATE OF CORRECTION RECORDED IN INSTRUMENT NO. 2016-0098051 OF OFFICIAL RECORDS, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH RANGE I WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR. ARIZONA THIS______, 2018. APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS_____, 2018

UTILITY SERVICES

WATER— SEWER— ELECTRIC— GAS— TELEPHONE— SOLID WASTE DISPOSAL— POLICE PROTECTION— (AND A PRIVATE PATROL) FIRE PROTECTION AND	— LIBERTY UTILITIES — ARIZONA PUBLIC SERVICE COI — SOUTHWEST GAS COMPANY — CENTURY LINK — PRIVATE
EMERGENCY SERVICES DISPATCH — CABLE TELEVISION —	

-COX COMMUNICATIONS

OWNER (TRACT A):

CITY ENGINEER

LIBERTY UTILITIES (LITCHFIELD PARK **WATER & SEWER**) **CORPORATION**

12725 W. Indian School Road Suite Number D-101 Avondale, AZ 85392 Telephone 623–298–3760

OWNER (LOT 5A)/DEVELOPER:

COVER, LOT

AND NOTES

PLAT

SUMMARY TABLE

MPS SELLS LLC

SHEET INDEX

SHEET I

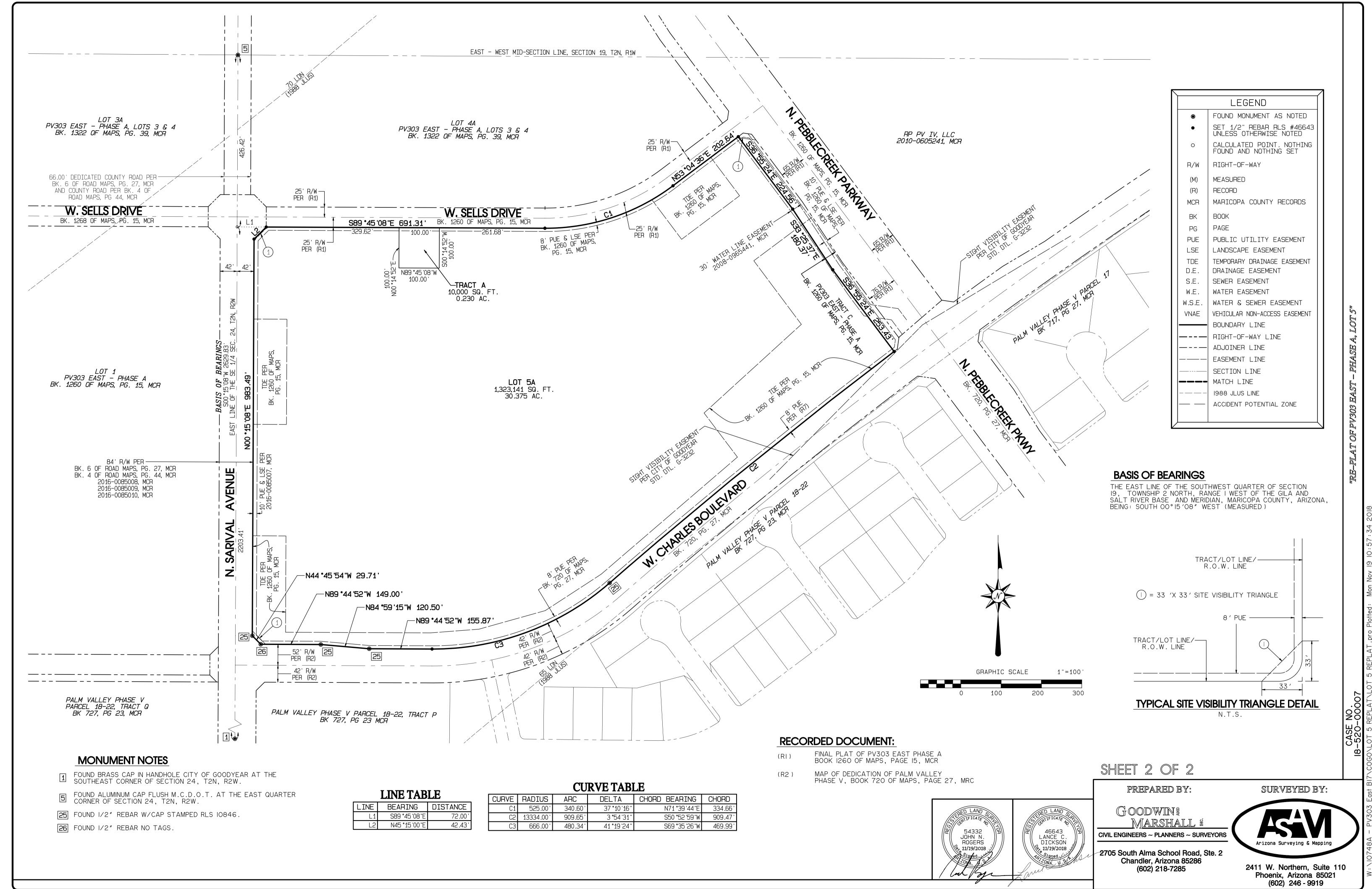
SHEET 2

6720 North Scottsdale Road Suite Number 250 Scottsdale, AZ 85253-4424 Telephone 480–905–0770

MARSHALL 2

Chandler, Arizona 85286 (602) 218-7285

rizona Surveying & Mapping



(602) 218-7285