#### **DEDICATION:**

STATE OF ARIZONA

COUNTY OF MARICOPA S.S.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE OF ITS TRUST NO. 7854 HEREBY SUBDIVIDES UNDER THE NAME OF "FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY EIGHT". PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36 ALL IN TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY, DESCRIBED ON THIS PLAT. (SHEET 2 OF 7) TRUSTEE HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS, STREETS AND PRIVATE ACCESS WAYS CONSTITUTING FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY EIGHT AND THAT EACH LOT, TRACT, EASEMENT, STREET, PRIVATE ACCESS WAY AND OTHER PORTION OF FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY EIGHT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME THAT IS SET FORTH ON THIS PLAT. COMMON AREA TRACT "A" IS DECLARED A PRIVATE ACCESS WAY FOR DRAINAGE AND FOR INGRESS AND EGRESS TO AND FROM THE LOTS. TRACTS AND OTHER PORTIONS OF FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY EIGHT AND OTHER PORTIONS OF PEBBLECREEK GOLF RESORT BY THE ("PEBBLECREEK PROPERTIES"), BY THEIR RESPECTIVE GUESTS AND INVITEES AND BY FIRE, POLICE, AND EMERGENCY AND GOVERNMENTAL SERVICE VEHICLES AND PERSONNEL, INCLUDING REFUSE COLLECTION VEHICLES AND PERSONNEL. TRUSTEE HEREBY DEDICATES TO ALL PUBLIC UTILITY PROVIDERS A NON-EXCLUSIVE EASEMENT WITHIN COMMON AREA TRACT "A" AND WITHIN ALL AREAS DESIGNATED ON THIS PLAT AS PUBLIC UTILITIES EASEMENTS, WHICH NON-EXCLUSIVE EASEMENT IS FOR UNDERGROUND CABLES, PIPES, WIRES AND OTHER UNDERGROUND EQUIPMENT AND, IF AND TO THE EXTENT APPROVED IN WRITING BY PEBBLECREEK PROPERTIES OR ITS DESIGNATED SUCCESSORS OR ASSIGNS, FOR RELATED ABOVE-GROUND FACILITIES, FOR ELECTRICITY, GAS, COMMUNICATIONS, WATER, CABLE TELEVISION, SEWAGE DISPOSAL, AND EFFLUENT TREATMENT OR DISPOSAL, EXCEPT THAT THE CONSENT OF PEBBLECREEK PROPERTIES OR ITS FACILITIES IF THE CITY OF GOODYEAR OR A COMMUNITY FACILITIES DISTRICT WITHIN SUCH CITY IS THE UTILITY PROVIDER. EXCEPT WHEN THE APPLICABLE PUBLIC UTILITY PROVIDER IS THE CITY OF GOODYEAR OR A COMMUNITY FACILITIES DISTRICT WITHIN SUCH CITY, A PUBLIC UTILITY PROVIDER'S ACCEPTANCE OF THIS EASEMENT CONSTITUTES SUCH PUBLIC UTILITY PROVIDER'S AGREEMENT (WHICH ACCEPTANCE AND AGREEMENT SHALL CONCLUSIVELY BE EVIDENCED BY THE INSTALLATION OF ANY CABLES, WIRES, PIPES CONDUIT OR OTHER EQUIPMENT OR MATERIALS WITHIN THE PROPERTY SUBJECT TO THIS PLAT BY, FOR OR ON BEHALF OF SUCH PUBLIC UTILITY PROVIDER AND WHICH ACCEPTANCE AND AGREEMENT SHALL BE A CONDITION TO THE EFFECTIVENESS OF THIS EASEMENT WITH RESPECT TO SUCH PUBLIC UTILITY PROVIDER) TO: (A) INDEMNIFY, DEFEND AND HOLD HARMLESS (1) PEBBLECREEK PROPERTIES, (2) THE PROPERTY OWNERS ASSOCIATION(S) ESTABLISHED BY PEBBLECREEK PROPERTIES FOR FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY EIGHT AND PEBBLECREEK GOLF RESORT, (3) THE RESPECTIVE PARTNERS, OFFICERS DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OF SUCH PROPERTY OWNERS ASSOCIATION(S), AND (4) THE RESPECTIVE OWNERS OF THE REAL PROPERTY THAT IS SUBJECT TO THE FOREGOING EASEMENT FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES, SUITS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEYS' FEES, ARISING FROM OR RELATING TO ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHERWISE, IN CONNECTION WITH THE INSTALLATION, CONSTRUCTION, DESIGN, OPERATION, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY CABLES, PIPES, WIRES OR OTHER EQUIPMENT OR FACILITIES BY. FOR OR ON BEHALF OF SUCH PUBLIC UTILITY PROVIDER OR IN CONNECTION WITH SUCH PUBLIC UTILITY PROVIDER'S OPERATIONS WITHIN FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY EIGHT AND PEBBLECREEK GOLF RESORT: AND (B) REPAIR AND RESTORE ALL STREETS, FENCING, LANDSCAPING AND OTHER IMPROVEMENTS DAMAGED OR DESTROYED BY SUCH PUBLIC UTILITIES PROVIDER TO THE SAME CONDITION AS PRIOR TO THEIR DAMAGE OR DESTRUCTION. IN THE EVENT THE CITY OF GOODYEAR OR ANY COMMUNITY FACILITIES DISTRICT WITHIN SUCH CITY IS OR BECOMES A PUBLIC UTILITY PROVIDER AND INSTALLS. MAINTAINS, REPAIRS OR REPLACES ANY OF ITS PUBLIC UTILITIES WITHIN THE EASEMENT GRANTED TO PUBLIC UTILITY PROVIDERS BY THIS DEDICATION, AND IF THE CITY OF GOODYEAR OR SUCH COMMUNITY THE EASEMENT. THE REPAIR AND REPLACEMENT OF SUCH LANDSCAPING OR PRIVATE PROPERTY LOCATED WITHIN THE EASEMENT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF SUCH PROPERTY THE CITY OF GOODYEAR OR SUCH COMMUNITY FACILITIES DISTRICT SHALL CLOSE ANY EXCAVATIONS MADE POINT OF ANY SUCH DAMAGE OR EXCAVATION. TO THE SAME CONDITION AS PRIOR TO THEIR DAMAGE OR EXCAVATION BY THE CITY OF GOODYEAR OR SUCH COMMUNITY FACILITIES DISTRICT, EXCEPT THAT THE CITY OF GOODYEAR WILL NOT BE RESPONSIBLE TO REPLACE DECORATIVE PAVEMENT INSTALLED OVER CITY UTILITY LINES BUT THAT PAVEMENT REPLACED SHALL BE TYPICAL BLACK ASPHALT CONCRETE COLOR OR

GRAY CONCRETE COLOR.
PUBLIC UTILITY EASEMENT ("EASEMENTS") IN TRACT 'A', AS DESCRIBED ABOVE ARE GRANTED TO LIBERTY UTILITIES, AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN UNDERGROUND (AND TO THE EXTENT APPROVED IN WRITING BY PEBBLECREEK PROPERTIES, OR ITS DESIGNATED SUCCESSORS OR ASSIGNS, FOR RELATED ABOVE GROUND FACILITIES [EXCEPT FIRE HYDRANTS, WHICH SHALL NOT REQUIRE SUCH APPROVAL]) WATER AND SEWER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE P.U.E. IN TRACT 'A'; PROVIDED, HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID PUBLIC UTILITY EASEMENT TRACT 'A' IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEES' ACCESS TO THE FACILITIES.

THIS EASEMENT (TRACT 'A') IS GRANTED SUBJECT TO THE CONDITION THAT GRANTEE SHALL HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS AND PEBBLECREEK HOMEOWNERS ASSOCIATION HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM GRANTEE'S USE OF THE EASEMENT. BY ACCEPTING THE EASEMENT. THE GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY.

BY:							
	SIMIN	BERRY,	SENIOR	TRUST	OFFICER		
ACKNOWLEDGMENT							

STATE OF ARIZONA

MY COMMISSION EXPIRES:

COUNTY OF MARICOPA

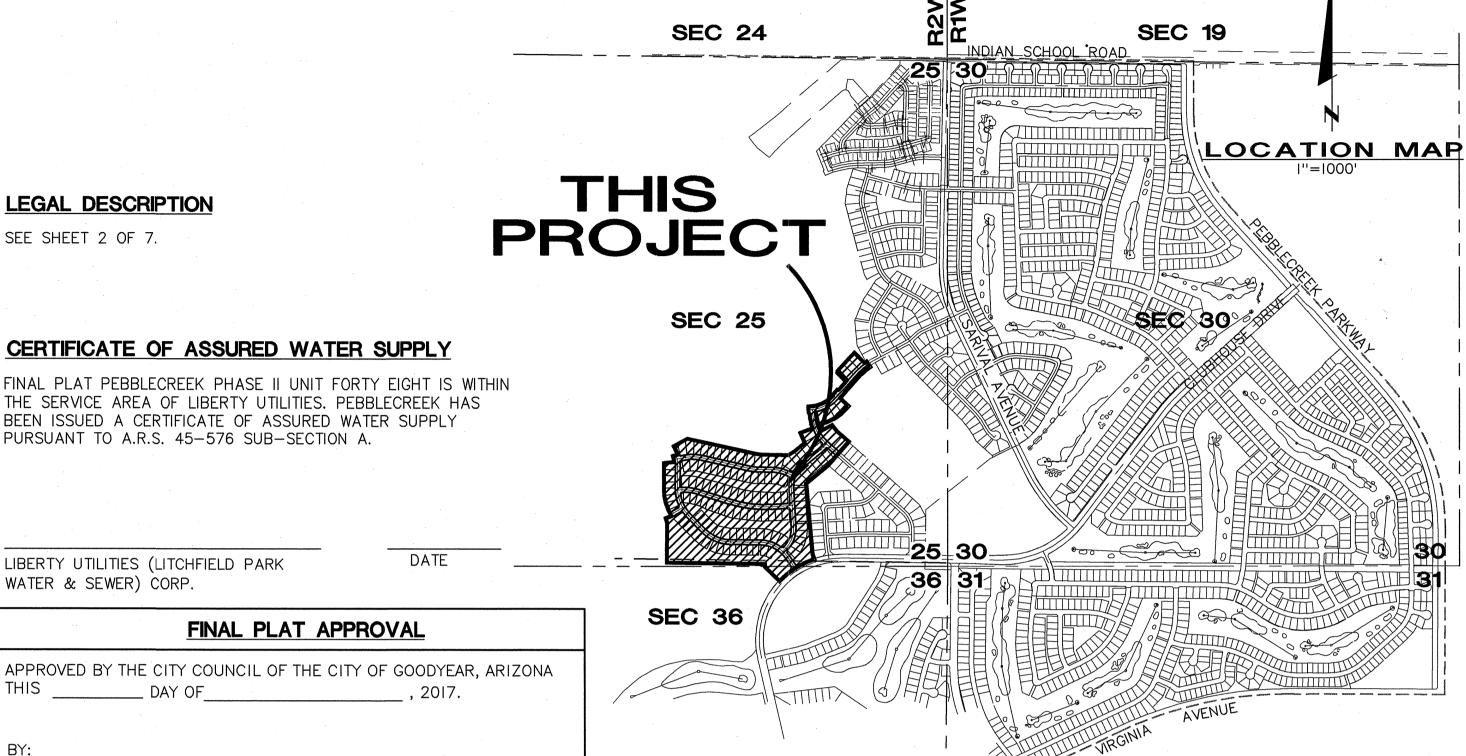
, 2017, THE UNDERSIGNED OFFICER, \_\_\_\_\_, AS SR. TRUST OFFICER FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY, APPEARED BEFORE ME AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING FOR THE PURPOSES HEREIN CONTAINED, UPON BEFHALF OF THE CORPORATION, AS TRUSTEE

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY	PUBLIC:			

# FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY EIGHT

LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36 ALL IN TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE G. & S.R.M., CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA



MAYOR (GEORGIA LORD) CITY CLERK (MAUREEN SCOTT)

FINAL PLAT APPROVAL

#### FINAL PLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS \_\_\_\_\_ DAY OF\_ CITY ENGINEER (REBECCA ZOOK)

# OWNER/TRUSTEE:

LEGAL DESCRIPTION

PURSUANT TO A.R.S. 45-576 SUB-SECTION A.

LIBERTY UTILITIES (LITCHFIELD PARK

WATER & SEWER) CORP.

SEE SHEET 2 OF 7.

FIRST AMERICAN TITLE INSURANCE CO. UNDER TRUST #7854 4801 E. WASHINGTON PHOENIX, ARIZONA 85034 PHONE:(620) 252-5941

# **DEVELOPER:**

PEBBLECREEK PROPERTIES LIMITED PARTNERSHIP 9532 E. RIGGS ROAD SUN LAKES, ARIZONA 85248 PHONE: (480) 895-9200

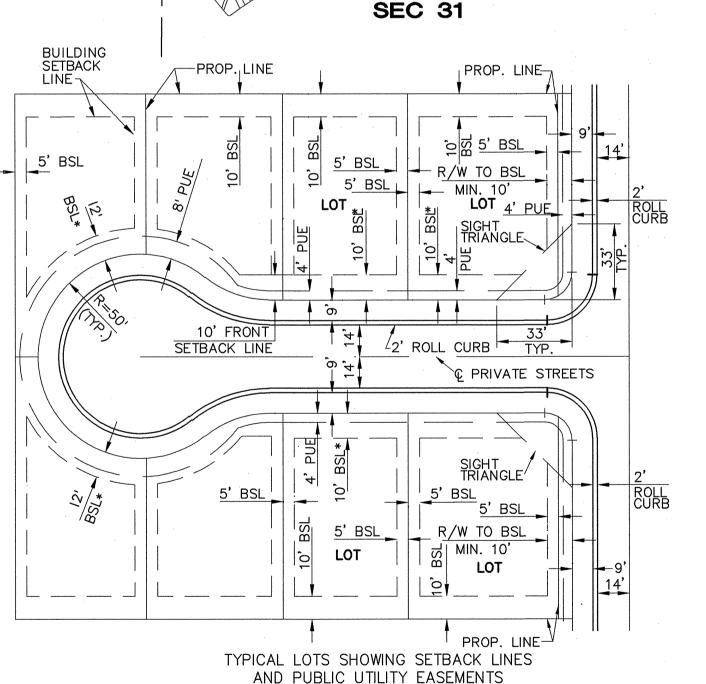
# **ENGINEER:**

B & R ENGINEERING INC. 9666 E. RIGGS ROAD SUITE 118 SUN LAKES, ARIZONA 85248 PHONE:(480) 895-0799

 DESCRIPTION OF TRACTS						
TOTAL NUMBER OF LOTS	130					
GROSS AREA OF SUBDIVISION	46.76 AC					

TRACT	USAGE	MAINTAINED	AREA
Α	PRIVATE ROADWAY/P.U.E.	PEBBLECREEK GOLF RESORT HOMEOWNERS ASSOCIATION NO. I, INC.	8.06 AC.
В	DRAINAGE/OPEN SPACE AND UTILITY EASEMENT PER (MCR#99-0788143)	PEBBLECREEK VILLAS ASSOCIATION, INC.	5.53 AC.
С	DRAINAGE/OPEN SPACE AND UTILITY EASEMENT PER (MCR#99-0788143)	PEBBLECREEK VILLAS ASSOCIATION, INC.	1.05 AC.
D	DRAINAGE/OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	2.75 AC.
Е	DRAINAGE/OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	2.10 AC
F	OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	0.05 AC.
G	OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	0.05 AC.
Н	DRAINAGE/OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	0.09 AC.
1	OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	0.07 AC.
J	OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	0.12 AC.
K	DRAINAGE/OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	0.22 AC.
L	DRAINAGE/OPEN SPACE	PEBBLECREEK VILLAS ASSOCIATION, INC.	0.II AC.
	UTILIT	TY COMPANIES	,

WATER \_\_ \_ \_ \_ LIBERTY UTILITIES WASTE WATER \_\_ \_ \_ LIBERTY UTILITIES ELECTRIC \_ \_ \_ ARIZONA PUBLIC SERVICE NATURAL GAS \_\_ \_ SOUTHWEST GAS CO. CABLE TELEVISION \_\_ \_ \_ \_ COX CABLE



SCALE: 1" = 40'MIN. FRONT YARD SETBACK = 10 FT. MIN. STREET SIDE SETBACK = 10 FT. MIN. REAR YARD SETBACK = 10 FT. MIN. SIDE YARD SETBACK = 5 FT. \* FRONT YARD BUILDING SETBACKS TO BE INCREASED BY 5' ADJACENT TO SIDEWALKS BUILDING SETBACK LINE TO BE 12 FEET WITHIN THE CUL-DE-SAC TO ALLOW FOR A 20 FOOT DRIVEWAY

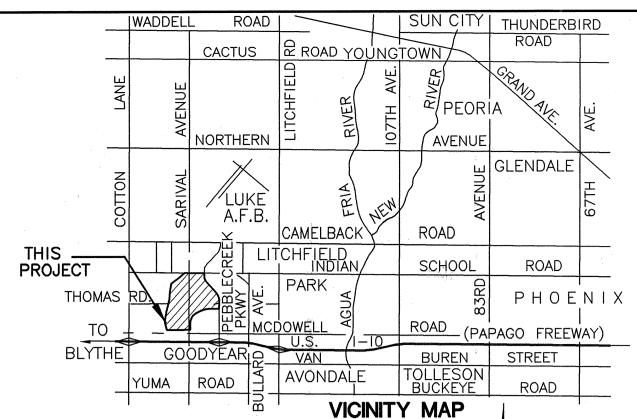
(UNLESS OTHERWISE SHOWN)

#### CERTIFICATE OF SURVEYOR

WILLIE J.

KATES 🔨

I. WILLIE J. KATES, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF SEVEN SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF NOVEMBER 2016. AND MEETS THE MINIMUM STANDARDS FOR AN ARIZONA LAND BOUNDARY SURVEY, THAT THE PLAT IS CORRECT AND ACCURATE THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE MONUMENTS DESCRIBED IN IT HAVE EITHER BEEN FOUND, SET OR WILL BE SET AS DESCRIBED, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



SCALE: 1" = 3 MILES

#### **GENERAL NOTES**

GROSS AREA OF THIS SUBDIVISION IS 46.76 ACRES.

TOTAL NUMBER OF LOTS: 130 BASIS OF BEARINGS:

THE BEARING OF NORTH 001413" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, T2N, R2W, OF THE G & SRM. AS SHOWN ON THE FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY FOUR, BOOK 992 PAGE 27, M.C.R.

THERE SHALL BE A ONE FOOT, VEHICULAR NON-ACCESS EASEMENT (VNAE) IN LOCATIONS AS SHOWN

5. A FOUR-FOOT (4') PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREETS WITHIN THE LOT AREAS IS DEDICATED HEREON. AN EIGHT-FOOT (8') UNDERGROUND PUBLIC UTILITY EASEMENT ADJACENT TO ALL CUL-DE-SAC STREETS WITHIN THE LOT AREAS AS SHOWN ON THE PLAT IS DEDICATED HEREON.

6. A 1/2" IRON ROD WILL BE SET AND TAGGED WITH RLS #27744 AT ALL LOT CORNERS. 7. A THREE-INCH BRASS SURVEY MONUMENT TO BE SET IN CONCRETE AT ALL CENTERLINE P.C., P.T.

8. ALL STREETS WITHIN COMMON AREA TRACT "A" ARE PRIVATE. TRACTS 'B', 'C', 'D 'E', 'F', 'G', 'H', 'I', J', 'K', AND 'L' ARE DESIGNATED FOR DRAINAGE AND OPEN SPACE PURPOSES

THE STREETS ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHTS-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS. UNLESS STREETS ARE BROUGHT

10. PEBBLECREEK PHASE II UNIT FORTY EIGHT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE AND/OR PHOENIX-GOODYEAR AIRPORT

11. TRACTS 'B'. 'C', 'D 'E', 'F', 'G', 'H', 'I', 'J', 'K' AND 'L', ARE HEREBY DESIGNATED FOR DRAINAGE AND OPEN SPACE PURPOSES. AND WILL BE OWNED AND MAINTAINED BY PEBBLECREEK HOMEOWNERS 12. WALLS IN EXCESS OF 3-FEET WILL NOT BE PERMITTED IN THE AREA OF THE SIGHT VISIBILITY

EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION

14. STRUCTURES AND LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GRANITE, GROUND COVER. AND FLOWERS LESS THAN 2 FEET (MATURE) IN HEIGHT AND OR TREES WITH BRANCHES NOT LESS THAN 6 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART

15. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, WITH EXCEPTION TO ANY 69KVA OR GREATER ELECTRICAL LINES.

16. ALL SHADE STRUCTURES IN THE REAR YARD SHALL BE APPROVED BY THE PEBBLECREEK

SHEET

ARCHITECTURAL REVIEW COMMITTEE. 17. DRIVEWAYS UPON KEY LOTS SHALL BE LOCATED ON THE OPPOSITE SIDE OF THE LOT FROM THE VIEW

18. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE

STREET INTERSECTION.

19. PEBBLECREEK PHASE II UNIT FORTY EIGHT IS IN CLOSE PROXIMITY TO THE ARIZONA MOTORSPORTS PARK, GENERALLY LOCATED AT CAMELBACK AND REEMS ROADS, AND MAY BE SUBJECT TO NOISE

20. THE DEVELOPER SHALL POST SIGNAGE WITHIN ALL SUBDIVISION SALES OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE ACCIDENT POTENTIAL ZONES (APZs), 65 Ldn AND HIGHER NOISE CONTOURS, AND DEPARTURE CORRIDORS, AS WELL AS THE PHOENIX-GOODYEAR AIRPORT TRAFFIC PATTERN AREA AND NOISE CONTOURS. THIS DISPLAY SHALL INCLUDE A TWENTY-FOUR BY THIRTY-SIX INCH (24"X36") MAP AT THE SALES FACILITY, BE CLEARLY VISIBLE ON THE WALL AND SHALL INCLUDE THE APPROXIMATE LOCATIONS OF THE HOMES OR APARTMENTS BEING SOLD OR LEASED CLEARLY DEPICTED. THE REQUIRED CONTENTS OF THE MAP SHALL BE PROVIDED BY THE CITY OF GOODYEAR.

21. BUILDING SETBACKS EXCEED THOSE APPROVED IN THE PEBBLECREEK PHASE II P.A.D. AGREEMENT.

REFERENCE THE APPROVED P.A.D. AGREEMENT FOR MORE INFORMATION. 22. PEBBLECREEK PHASE II UNIT FORTY EIGHT IS IN PROXIMITY TO THE LOOP 303 FREEWAY AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS AND THE CONSTRUCTION OF THEREOF.

23. PEBBLECREEK PHASE II UNIT FORTY EIGHT IS IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY

THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES. 24. DWELLING UNITS LOCATED ON LOTS THAT FRONT A T-INTERSECTION SHALL BE CONFIGURED SO THAT THE NON-LIVABLE PORTIONS OF THE DWELLING FACE ONCOMING TRAFFIC. (UNIT FORTY EIGHT - LOTS

25. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THIS

26. MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF PEBBLECREEK HOMEOWNERS ASSOCIATION UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.

27. BUILDING PERMITS FOR VERTICAL CONSTRUCTION SHALL NOT BE ISSUED UNTIL IMPROVEMENTS ENSURING ADEQUATE WATER, WASTEWATER AND EMERGENCY SERVICE FOR THE SUBDIVISION HAVE BEEN

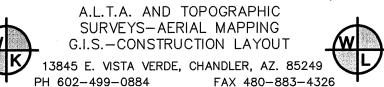
28. ALL PUBLIC IMPROVEMENTS CONSTRUCTED BY THE DEVELOPER OR SUCCESSORS WITHIN THE CITY OF GOODYEAR RIGHT-OF -WAY OR EASEMENTS SHALL BE SUBJECT TO A WARRANTY PERIOD OF NOT LESS THAN TWO YEARS FROM THE ACCEPTANCE BY THE CITY ENGINEER.

29. PER SECTION 25 OF THE 1998 PEBBLE CREEK DEVELOPMENT AGREEMENT, IF THE REQUIRED RETENTION BASINS DO NOT DRAIN WITHIN THE PRESCRIBED TIME FRAME, THEN PARTIES SHALL MUTUALLY AGREE UPON A SOLUTION, CONSIDERING ALL REASONABLE OPTIONS.

30. OPEN SPACE IMPROVEMENTS AND ASSOCIATED AMENITIES LOCATED WITHIN A PHASE OF DEVELOPMENT SHALL BE SUBSTANTIALLY COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY SINGLE FAMILY DWELLING UNIT WITHIN THAT PHASE.

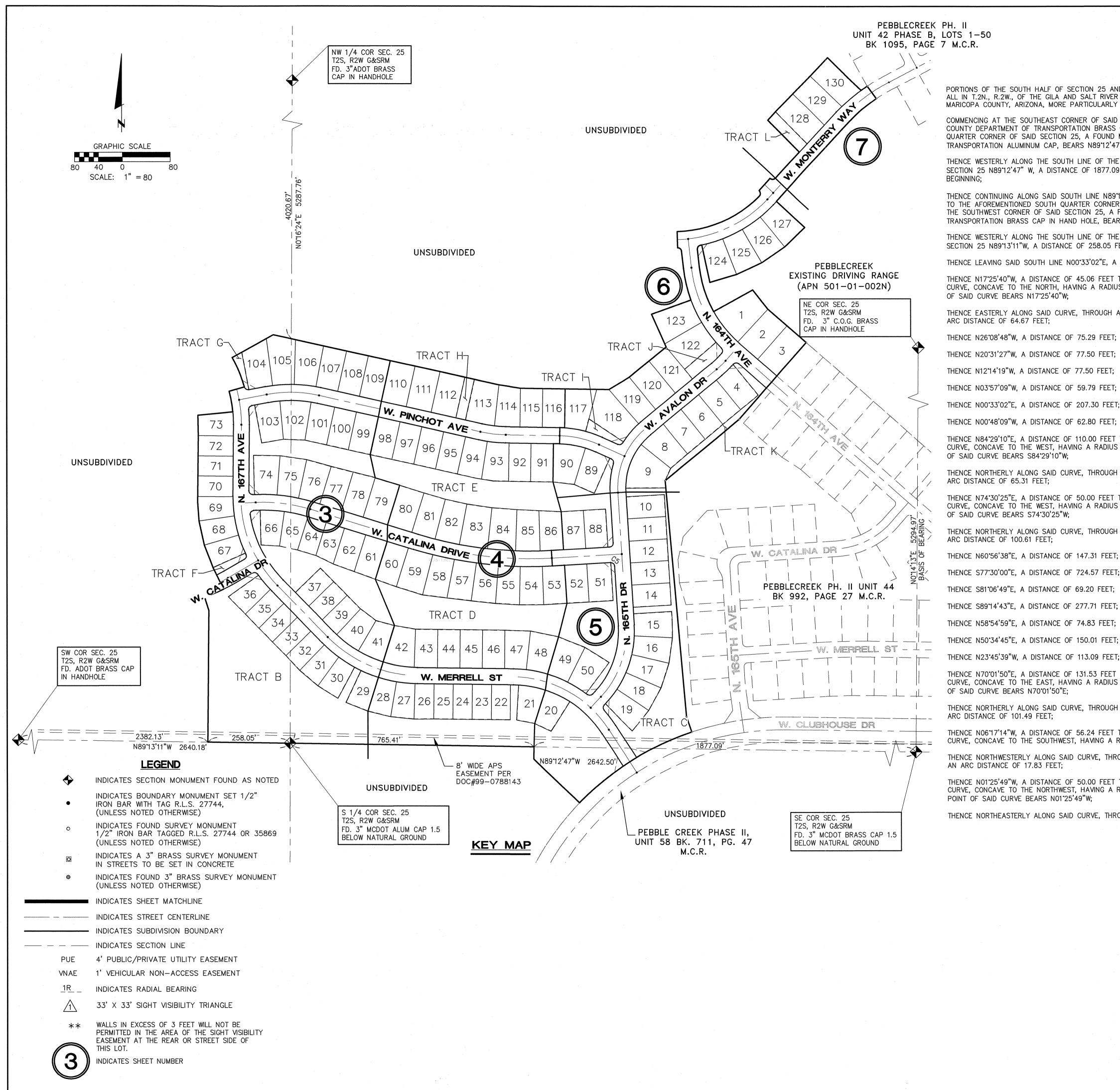
DATE: 3/14/17

#### DESERT SKY SURVEYING, INC A.L.T.A. AND TOPOGRAPHIC



1 OF 7 (C) 2017 DESERT SKY SURVEYING, INC.

PC 48 FINAL PLAT



#### PEBBLECREEK PH. II UNIT 48 LEGAL DESCRIPTION

PORTIONS OF THE SOUTH HALF OF SECTION 25 AND THE NORTH HALF OF SECTION 36, ALL IN T.2N., R.2W., OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, A FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 25, A FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION ALUMINUM CAP, BEARS N89'12'47" W, 2642.50 FEET DISTANT;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 N8912'47" W, A DISTANCE OF 1877.09 FEET TO THE TRUE POINT OF

THENCE CONTINUING ALONG SAID SOUTH LINE N89'12'47"W, A DISTANCE OF 765.41 FEET TO THE AFOREMENTIONED SOUTH QUARTER CORNER OF SAID SECTION 25, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 25, A FOUND ARIZONA DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND HOLE, BEARS N89'13'11" W, 2640.18 FEET DISTANT;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25 N89'13'11"W, A DISTANCE OF 258.05 FEET;

THENCE LEAVING SAID SOUTH LINE NO0'33'02"E, A DISTANCE OF 411.10 FEET;

THENCE N17'25'40"W, A DISTANCE OF 45.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 425.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N17'25'40"W;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08'43'08", AN ARC DISTANCE OF 64.67 FEET;

THENCE N26°08'48"W, A DISTANCE OF 75.29 FEET;

THENCE N20'31'27"W, A DISTANCE OF 77.50 FEET;

THENCE N12°14'19"W, A DISTANCE OF 77.50 FEET;

THENCE NO3'57'09"W, A DISTANCE OF 59.79 FEET;

THENCE N84'29'10"E, A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 375.00 FEET, THE RADIUS POINT

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09'58'45", AN

THENCE N74'30'25"E, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 425.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS S74°30'25"W;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°33'47", AN ARC DISTANCE OF 100.61 FEET;

THENCE N60°56'38"E. A DISTANCE OF 147.31 FEET:

THENCE S77°30'00"E, A DISTANCE OF 724.57 FEET;

THENCE S81°06'49"E, A DISTANCE OF 69.20 FEET;

THENCE S89"14'43"E, A DISTANCE OF 277.71 FEET;

THENCE N58'54'59"E, A DISTANCE OF 74.83 FEET;

THENCE N50°34'45"E, A DISTANCE OF 150.01 FEET;

THENCE N23'45'39"W, A DISTANCE OF 113.09 FEET;

THENCE N70°01'50"E, A DISTANCE OF 131.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 425,00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N70°01'50"E;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13'40'56", AN

THENCE NO61714"W, A DISTANCE OF 56.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85'08'35", AN ARC DISTANCE OF 17.83 FEET:

THENCE NO1.25,49, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 375.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NO1'25'49"W;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43'57'46",

AN ARC DISTANCE OF 287.73 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WEST, HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°37'06", AN ARC DISTANCE OF 19.19 FEET;

THENCE N43'09'17"E, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 12.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N42°59'20"E;

THENCE EASTERLY ALONG SAID CURVE. THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET;

THENCE N42°59'20"E, A DISTANCE OF 110.47 FEET;

THENCE N44°54'50"W, A DISTANCE OF 140.09 FEET;

THENCE N42°59'20"E, A DISTANCE OF 275.18 FEET;

THENCE S44°54'50"E, A DISTANCE OF 149.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS \$36.58.34"E;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0216'37", AN ARC DISTANCE OF 23.84 FEET;

THENCE S34'41'58"E, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 550.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS S34°41'58"E;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1218'43", AN ARC DISTANCE OF 118.19 FEET;

THENCE S42°59'20"W, A DISTANCE OF 329.90 FEET;

THENCE S47'00'40"E, A DISTANCE OF 121.50 FEET;

THENCE S46°09'54"W, A DISTANCE OF 87.30 FEET;

THENCE S55"13"19"W, A DISTANCE OF 87.74 FEET;

THENCE S64°25'51"W, A DISTANCE OF 87.74 FEET;

THENCE S73'38'19"W, A DISTANCE OF 87.72 FEET;

THENCE N11'45'29"W, A DISTANCE OF 121.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 425.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N11°45'29"W;

THENCE WESTERLY ALONG SAID CURVE. THROUGH A CENTRAL ANGLE OF 00°36'49", AN ARC DISTANCE OF 4.55 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85'08'35", AN ARC DISTANCE OF 17.83 FEET;

THENCE S0617'14"E, A DISTANCE OF 56.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 375.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'13", AN ARC DISTANCE OF 148.05 FEET;

THENCE N61'05'33"E, A DISTANCE OF 140.00 FEET;

THENCE S3818'15"E, A DISTANCE OF 76.73 FEET;

THENCE S48'45'48"E, A DISTANCE OF 159.81 FEET;

THENCE S41'13'18"W. A DISTANCE OF 320.00 FEET;

THENCE S50°34'45"W, A DISTANCE OF 300.71 FEET;

THENCE S05'04'28"E. A DISTANCE OF 742.77 FEET:

THENCE S18'48'29"E, A DISTANCE OF 51.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 890.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS S18'48'29"E;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27'11'24", AN ARC DISTANCE OF 422.35 FEET:

THENCE N45°59'53"W, A DISTANCE OF 198.85 FEET;

THENCE NOO°47'13"E, A DISTANCE OF 38.64 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 2,036,975 SQUARE FEET OR 46.76 ACRES, MORE OR LESS.



# FINAL PLAT PEBBLECREEK PHASE II FORTY EIGHT

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 25 & THE NORTHEAST QUARTER OF 36 ALL IN TOWNSHIP 2 NORTH RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA DATE: 3/14/17

**CONSISTING OF 7 SHEETS** 

### DESERT SKY SURVEYING, INC

A.L.T.A. AND TOPOGRAPHIC SURVEYS-AERIAL MAPPING G.I.S.-CONSTRUCTION LAYOUT 13845 E. VISTA VERDE, CHANDLER, AZ. 85249 FAX 480-883-4326 PH 602-499-0884

SHEET 2 OF 7

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PC 48 FINAL PLAT

