### DEDICATION

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

KNOWN ALL MEN BY THESE PRESENTS

THAT NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ESTRELLA PARCEL 11.C", A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ESTRELLA PARCEL 11.C", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREET CONSTITUTING SAME AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE STREETS AND TRACT C, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS A,B,D,E,F,G,H, AND I INCLUSIVE, AND IN LOTS, AS SHOWN ON THIS PLAT. SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PUBLIC UTILITIES, IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS AS SHOWN ON THIS PLAT.

NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF GOODYEAR AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, A PERPETUAL, VEHICLE NON ACCESS EASEMENT (V.N.A.E.) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "V.N.A.E." FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON. OVER AND ACROSS THE PROPERTY.

NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS: TRACTS A, B, F, AND G ARE HEREBY RESERVED FOR THE INSTALLATION OF DRAINAGE FACILITIES AND BASINS FOR THE INCLUSIVE CONVEYANCE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FROM THE PUBLIC RIGHTS—OF—WAY AS REQUIRED BY THE CITY OF GOODYEAR'S ENGINEERING STANDARDS AND DESIGN POLICIES AND GOODYEAR CITY CODE. DRAINAGE FACILITIES SUCH AS CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS AND EROSION CONTROL FACILITIES DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED AND MAINTAINED BY THE OWNER AND SHALL PROVIDE STORM WATER CONVEYANCE AND STORAGE AS PRIVATE DRAINAGE FACILITIES AND PRIVATE RETENTION BASINS ADEQUATE TO CONVEY AND STORE DRAINAGE FROM THIS SUBDIVISION AND FROM PUBLIC RIGHTS—OF—WAY AND TO CONVEY DRAINAGE OFF—SITE PER IMPROVEMENT PLANS APPROVED BY AND ON FILE WITH THE CITY OF GOODYEAR. THESE COVENANTS CAN BE ENFORCED OR REMOVED BY THE CITY OF GOODYEAR, AND THE CITY OF GOODYEAR AND ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OR ATTEMPTED VIOLATIONS OF ANY OF THESE COVENANTS CAN BRING PROCEEDINGS AT LAW OR IN EQUITY HEREUNDER SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO REASONABLE ATTORNEY'S FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT OWNER OF ALL OR A PORTION OF TRACTS A, B, F, AND G.

OWNER NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON—POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENTS, STREETS AND TRACTS FOR THE BENEFIT OF OWNER, ESTRELLA COMMUNITY ASSOCIATION, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AND ESTRELLA JOINT COMMITTEE, INC. AND THEIR MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO TERMS OF ANY FUTURE AGREEMENT BETWEEN OWNER AND CITY CONCERNING SAID PUBLIC UTILITY EASEMENTS, STREETS, AND TRACTS, CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTAINED OF NON—POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD.

NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES EXCLUSIVE AND PERPETUAL WATER AND SEWER EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT B DESIGNATED AS "WATER & SEWER EASEMENT" AND NON-EXCLUSIVE ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS WITHIN TRACT B DESIGNATED AS "WATER & SEWER EASEMENT". THE WATER AND SEWER EASEMENT IS FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING SEWERLINE. WATERLINES AND APPURTENANCES.

NNP III — EMR 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DECLARES ALL TRACTS EXCEPT TRACT C WITHIN THE SUBDIVISION AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION AND ARE DEDICATED TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS HEREIN, FOR THE PURPOSED INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN CONSIDERATION OF THE CITY'S AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACT C, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, HEREBY EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN THE TRACT C, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN THE MEDIAN. EXCEPT AS PROVIDED HEREIN, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN THE MEDIAN IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY: AND THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE FAILURE OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION TO REMEDY THE UNSAFE CONDITION WITHIN THREE (3) BUSINESS DAYS OF BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE HOA FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACT C AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING AND OR REMOVE THE LANDSCAPING AND MEDIAN. AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

WILLIAM M. OLSON

ITS SENIOR VICE PRESIDENT

## ACKNOWLEDGEMENT OF RATIFICATION

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS \_\_\_\_\_\_\_, DAY OF \_\_\_\_\_\_\_\_, 2018, BY \_\_\_\_\_\_\_, THE \_\_\_\_\_\_\_\_ OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC

MY COMMISION EXPIRES: \_\_\_\_\_

# ACKNOWLEDGEMENT OF DEDICATION

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2018, BY \_\_\_\_\_\_, THE \_\_\_\_\_\_ OF NNP III EMR 3, LLC, A DELAWARE COMPANY, ON THEIR BEHALF.

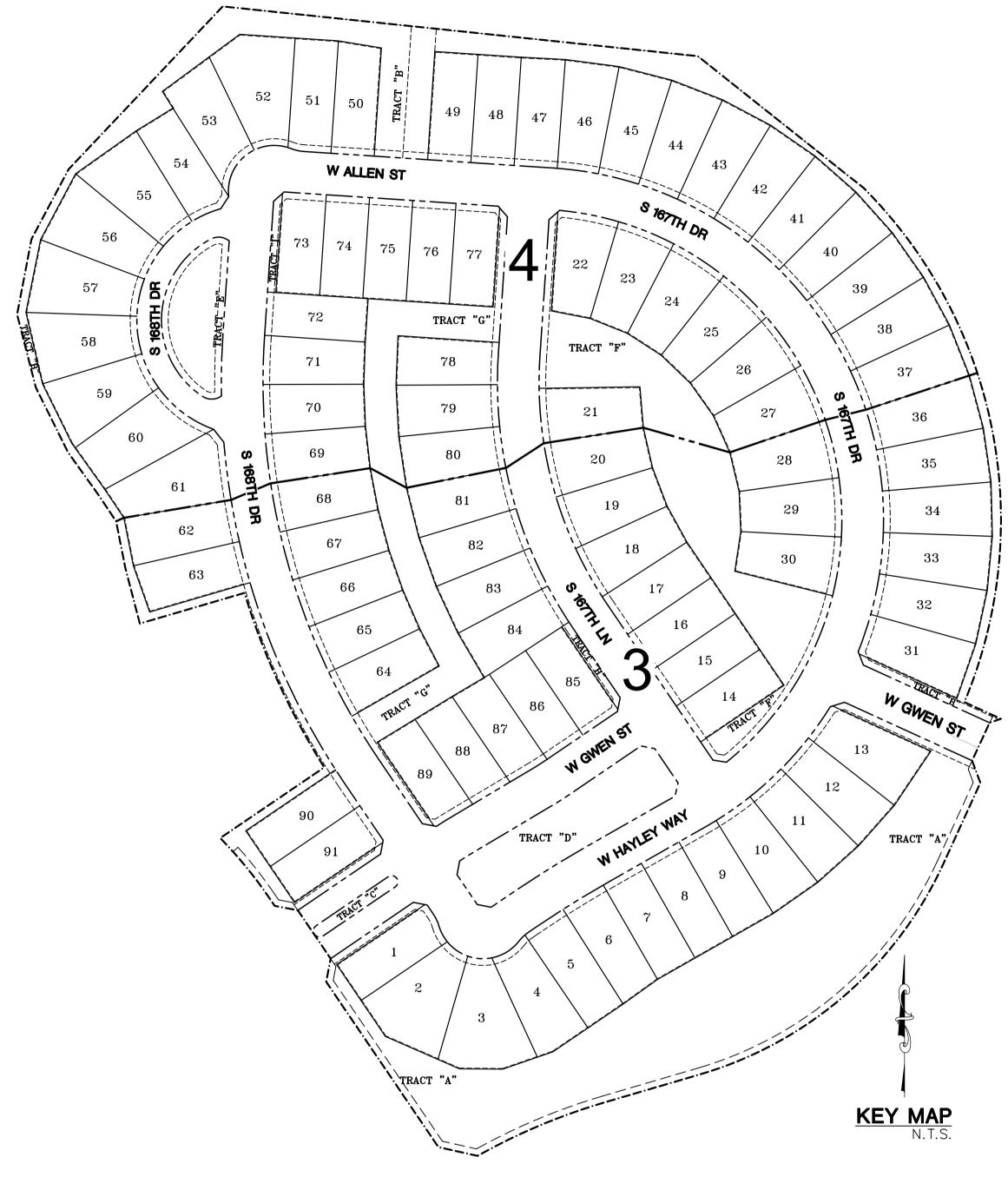
3, LLC, A DELAWARE COMPANY, ON THEIR BEHALF.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_\_

# FINAL PLAT ESTRELLA PARCEL 11.C GOODYEAR, ARIZONA

A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



# RATIFICATION AND CONSENT

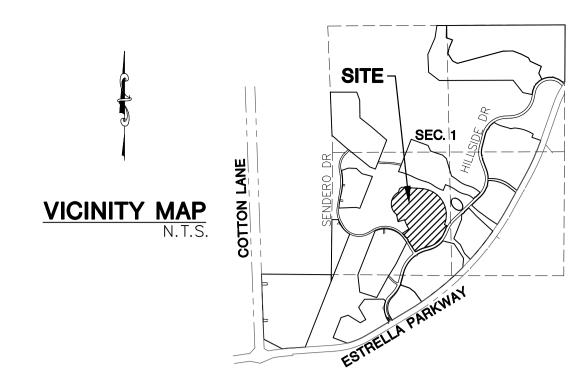
STATE OF ARIZONA )

COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ESTRELLA PARCEL 11.C" AND RATIFIES, ACKNOWLEDGES, AFFIRMS, APPROVES, CONSENTS, AND ACCEPTS THE DEDICATIONS, CONVEYANCES, AND RESPONSIBILITIES SET FORTH THEREIN.

THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION



# **SHEET INDEX**

1 COVER SHEET 2 DETAIL SHEET 3-4 PLAT SHEETS

### OWNER/DEVELOPER

NNP III—ESTRELLA MOUNTAIN RANCH, LLC 5090 N. 40TH STREET, SUITE 210 PHOENIX, ARIZONA 85018 PHONE: 602–468–0800 CONTACT: STUART BARNEY, P.E.

### **CIVIL ENGINEER**

ENTELLUS, INC 3033 N. 44TH STREET, STE 250 PHOENIX, AZ 85018 PHONE: 602-244-2566 CONTACT: MICHAEL R. GLEASON, P.E

### **BASIS OF BEARINGS**

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1, SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. BEARING = NORTH 89°30'23" WEST.

### APPROVAL

BY:

MAYOR

ATTEST:

THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON IS APPROVED AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH ARS 45-576.

CITY ENGINEER (REBECCA ZOOK)

CITY CLERK

DATE

### CERTIFICATION

I, DANIEL G. FRANCETIC, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF (4) SHEETS, REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF MAY 2016; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

SIGNED:	

DANIEL G. FRANCETIC, RLS
REGISTERED LAND SURVEYOR #33874
ENTELLUS, INC.
3033 NORTH 44TH STREET, #250
PHOENIX, ARIZONA 85018
PHONE: 602-244-2566
E-MAIL: dfrancetic@entellus.com



SURVEYOR	33874 DANIEL G. FRANCETIC	
SUR	EXPIRES 06/30/20	

VISIONS:	TE DESCRIPTION			
5	'TE			

# X DATE DESCRIPTION 4 5/03/18 FINAL PLAT SUBMITTAL

LLA PARCEL 11.C

MARICOPA COUNTY, ARIZO

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NT. PROJ #: | 848.00

T:CVR 1 OF: 4

LOT AREA TABLE				L	OT AREA T	ABLE
LOT #	AREA(SF)	AREA(AC)		LOT #	AREA(SF)	AREA(AC)
1	6653.32	0.1527		47	6831.58	0.1568
2	9649.45	0.2215		48	6760.00	0.1552
3	10040.74	0.2305		49	6760.00	0.1552
4	7813.42	0.1794		50	6890.00	0.1582
5	7153.48	0.1642		51	6996.67	0.1606
6	7094.02	0.1629		52	9891.25	0.2271
7	6817.77	0.1565		53	7957.27	0.1827
8	6788.59	0.1558		54	6784.20	0.1557
9	7011.30	0.1610		55	8672.52	0.1991
10	7492.55	0.1720		56	8921.34	0.2048
11	7492.69	0.1720		57	8773.97	0.2014
12	7491.82	0.1720		58	8394.04	0.1927
13	8187.06	0.1879		59	8020.48	0.1841
14	6292.00	0.1444		60	9060.98	0.2080
15	6292.00	0.1444		61	9049.54	0.2077
16	6292.00	0.1444		62	7130.38	0.1637
17	6409.26	0.1471		63	6983.67	0.1603
18	7006.29	0.1608		64	6670.72	0.1531
19	7006.29	0.1608		65	6670.72	0.1531
20	7006.29	0.1608		66	6670.72	0.1531
21	7006.29	0.1608		67	6670.72	0.1531
22	7405.01	0.1700		68	6670.72	0.1531
23	7269.12	0.1669		69	6670.72	0.1531
24	7269.12	0.1669		70	6670.72	0.1531
25	7269.12	0.1669		71	6649.10	0.1526
26	7269.12	0.1669		72	6292.00	0.1444
27	7269.12	0.1669		73	6363.20	0.1461
28	7269.12	0.1669		74	6292.00	0.1444
29	7269.12	0.1669		75	6292.00	0.1444
30	7269.12	0.1669		76	6292.00	0.1444
31	7728.80	0.1774		77	6363.20	0.1461
32	7492.77	0.1720		78	6673.09	0.1532
33	7491.98	0.1720		79	6795.66	0.1560
34	7491.98	0.1720		80	6795.66	0.1560
35	7491.98	0.1720		81	6795.66	0.1560
36	7491.98	0.1720		82	6795.66	0.1560
37	7491.98	0.1720		83	6795.66	0.1560
38	7491.98	0.1720		84	6794.87	0.1560
39	7491.98	0.1720		85	6338.23	0.1455
40	7491.98	0.1720		86	6383.42	0.1465
41	7491.98	0.1720		87	6437.98	0.1478
42	7491.98	0.1720	1	88	6428.10	0.1476
43	7491.98	0.1720	1	89	6526.87	0.1498
44	7491.98	0.1720		90	6761.43	0.1552
45	7491.98	0.1720		91	6758.00	0.1551
46	7488.01	0.1719	1 '			-
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	TRACT AREA TABLE				
TRACT	AREA(SF)	AREA(AC)	USE		
TRACT A	92640.02	2.1267	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE, TRAILS		
TRACT B	57377.44	1.3172	OPEN SPACE, LANDSCAPE, DRAINAGE, DRAINAGE EASEMENT, WATER & SEWER EASEMENT, PUE, TRAILS		
TRACT C	1723.74	0.0396	OPEN SPACE, LANDSCAPE, MEDIAN		
TRACT D	18413.09	0.4227	OPEN SPACE, LANDSCAPE (NO RETENTION), P.U.E.		
TRACT E	11328.80	0.2601	OPEN SPACE, LANDSCAPE (NO RETENTION), P.U.E.		
TRACT F	44007.47	1.0103	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE		
TRACT G	31033.88	0.7124	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE		
TRACT H	1163.53	0.0267	OPEN SPACE, LANDSCAPE, PUE		
TRACT I	1140.00	0.0262	OPEN SPACE, LANDSCAPE, PUE, POTABLE WATER		

\*ALL TRACT AREAS WILL BE OWNED AND MAINTAINED BY THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, EXCEPT TRACT C, WHICH WILL BE OWNED BY THE CITY AND MAINTAINED BY THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION.

			RIGHT OF WAY
PARCEL	AREA(SF)	AREA(AC)	USE
ROW	212857.16	4.8865	PUBLIC INGRESS & EGRESS

5	SITE DATA	
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,128,541.74	25.91
NET AREA	915,684.58	21.02
LOT SIZE (MIN)	52'x12	0'
TOTAL LOTS	91	
GROSS DENSITY	3.51 DU/AC	
OPEN SPACE	258,827.97	5.94
% OF GROSS DENSITY	22.9%	
EXISTING ZONING	P.A.D.	

### CALCULATION OF ADJUSTED GROSS AREA

AREA OF LOCAL	4.89	
PLUS AREA SUBDIVIDED INTO LOTS		15.09
	AREA SUBTOTAL (4.89 + 15.09 = 19.98)	19.98
APPLY 15% OPEN SPACE FACTOR		0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%) 23.50		
		·

EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	91
DIVIDED BY ADJUSTED GROSS AREA	23.50
ADJUSTED GROSS DENSITY (91/23.50 = 3.87)	3.87
	,

EDU CALCULATION	
NUMBER OF DWELLING UNITS	91
EQUIVALENT EDU FACTOR FOR 2-4 DU/AC (1.00 PER DU)	1.00
NUMBER OF EDUS REQUIRED FOR PROJECT (91 X 1.00 = 91.00)	91.00

UTILITY PR	OVIDERS
SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
FIRE	CITY OF GOODYEAR
ELECTRIC	APS
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
RECLAIMED WATER	PRIVATE

### **LEGAL DESCRIPTION**

THAT PORTION OF A PARCEL OF LAND DESCRIBED IN DOCUMENT # 2007-0568161 OF THE MARICOPA COUNTY RECORDER LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN IN MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE GENERAL LAND OFFICE (GLO) BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE GLO BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 89 DEGREES 30 MINUTES 23 SECONDS WEST A DISTANCE OF 2.571.59 FEET. SAID LINE BEING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 1 AND THE BASIS OF BEARINGS OF THIS DESCRIPTION;

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 1, NORTH 01 DEGREE 06

MINUTES 57 SECONDS WEST A DISTANCE OF 1,052.43 FEET TO A POINT; THENCE SOUTH 88 DEGREES 53 MINUTES 03 SECONDS WEST A DISTANCE OF 92.51 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 70 DEGREES 43 MINUTES 15 SECONDS WEST A DISTANCE OF 14.44 FEET TO A POINT; THENCE SOUTH 24 DEGREES 46 MINUTES 53 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 20 DEGREES 26 MINUTES 42 SECONDS EAST A DISTANCE OF 28.28 FEET TO A POINT; THENCE SOUTH 24 DEGREES 33 MINUTES 18 SECONDS WEST A DISTANCE OF 106.22 FEET TO THE POINT OF CURVATURE FOR A TANGENT CURVE TO THE RIGHT BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 465.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49 DEGREES 07 MINUTES 07 SECONDS AN ARC DISTANCE OF 398.64 FEET TO A POINT;

THENCE SOUTH 73 DEGREES 40 MINUTES 25 SECONDS WEST A DISTANCE OF 118.96 FEET TO THE POINT OF CURVATURE FOR A TANGENT CURVE TO THE LEFT BEING CONCAVE SOUTHEASTERLY AND

HAVING A RADIUS OF 735.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 57 MINUTES 03 SECONDS AN

ARC DISTANCE OF 166.14 FEET TO A POINT; THENCE NORTH 77 DEGREES 22 MINUTES 35 SECONDS WEST A DISTANCE OF 48.12 FEET TO A POINT; THENCE NORTH 34 DEGREES 11 MINUTES 21 SECONDS WEST A DISTANCE OF 239.60 FEET TO A POINT; THENCE NORTH 10 DEGREES 48 MINUTES 39 SECONDS EAST A DISTANCE OF 28.28 FEET TO A POINT; THENCE NORTH 34 DEGREES 11 MINUTES 21 SECONDS WEST A DISTANCE OF 70.00 FEET TO A POINT: THENCE NORTH 79 DEGREES 11 MINUTES 21 SECONDS WEST A DISTANCE OF 28.28 FEET TO A POINT; THENCE NORTH 34 DEGREES 11 MINUTES 21 SECONDS WEST A DISTANCE OF 11.33 FEET TO THE POINT OF CURVATURE FOR A TANGENT CURVE TO THE LEFT BEING CONCAVE TO SOUTHWESTERLY AND HAVING A RADIUS OF 520.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 56 SECONDS AN ARC DISTANCE OF 93.17 FEET TO A POINT;

THENCE NORTH 55 DEGREES 48 MINUTES 39 SECONDS EAST A DISTANCE OF 150.82 FEET TO A POINT

ON A NON-TANGENT CURVE TO THE RIGHT BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 865.00 FEET BEARING NORTH 57 DEGREES 45 MINUTES 37 SECONDS EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 18 SECONDS AN

ARC DISTANCE OF 230.56 FEET TO A POINT; THENCE SOUTH 73 DEGREES 41 MINUTES 40 SECONDS WEST A DISTANCE OF 130.79 FEET TO A POINT; THENCE NORTH 14 DEGREES 36 MINUTES 12 SECONDS WEST A DISTANCE OF 69.14 FEET TO A POINT; THENCE NORTH 11 DEGREES 11 MINUTES 57 SECONDS WEST A DISTANCE OF 58.84 FEET TO A POINT; THENCE NORTH 33 DEGREES 48 MINUTES 05 SECONDS WEST A DISTANCE OF 39.17 FEET TO A POINT: THENCE NORTH 35 DEGREES 37 MINUTES 00 SECONDS WEST A DISTANCE OF 61.49 FEET TO A POINT; THENCE NORTH 26 DEGREES 26 MINUTES 44 SECONDS WEST A DISTANCE OF 86.82 FEET TO A POINT; THENCE NORTH 14 DEGREES 24 MINUTES 07 SECONDS WEST A DISTANCE OF 90.47 FEET TO A POINT; THENCE NORTH 10 DEGREES 48 MINUTES 53 SECONDS EAST A DISTANCE OF 92.00 FEET TO A POINT; THENCE NORTH 28 DEGREES 00 MINUTES 22 SECONDS EAST A DISTANCE OF 94.93 FEET TO A POINT THENCE NORTH 43 DEGREES 27 MINUTES 04 SECONDS EAST A DISTANCE OF 268.85 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 20-FOOT SANITARY SEWER EASEMENT FOUND IN MARICOPA

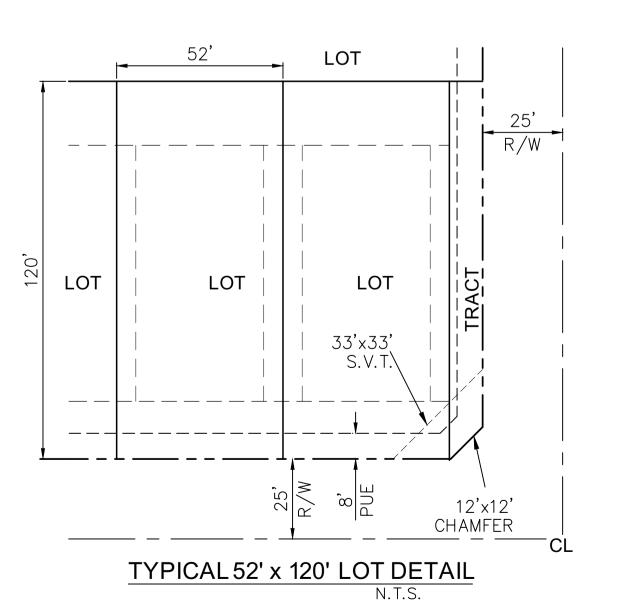
COUNTY RECORDER DOCUMENT # 1997-0059150; THENCE ALONG SAID SOUTH LINE, SOUTH 84 DEGREES 01 MINUTE 41 SECONDS EAST A DISTANCE OF 573.18 FEET TO AN ANGLE POINT IN SAID SOUTH LINE;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 51 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 229.21 FEET TO A POINT: THENCE SOUTH 51 DEGREES 51 MINUTES 31 SECONDS EAST A DISTANCE OF 24.72 FEET TO A POINT

ON A NON-TANGENT CURVE TO THE RIGHT BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 564.00 FEET BEARING SOUTH 45 DEGREES 02 MINUTES 54 SECONDS WEST: THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 41 MINUTES 28 SECONDS AN

ARC DISTANCE OF 666.33 FEET TO A POINT; THENCE SOUTH 65 DEGREES 26 MINUTES 42 SECONDS EAST A DISTANCE OF 48.19 FEET TO THE POINT

SAID PARCEL CONTAINING 1,128,542 SQUARE FEET OR 25.908 ACRES, MORE OR LESS.



\*SETBACKS AND DEVELOPMENT STANDARDS PER THE LUCERO PAD, AS AMENDED.

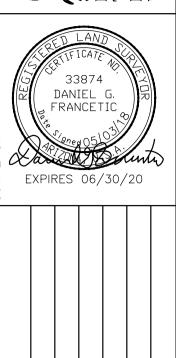
### NOTES

- 1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
- 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.
- 3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED OR 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 EASEMENT.
- 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 STRIPING.
  - 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 PROJECT.
  - 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 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.
- 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 EXPENSE.
  - C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING INSECT AND PEST CONTROL, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
  - D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS 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 AREAS SHALL BE ALIVE, 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
- 6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET: LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
- 7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
- 8. 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. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEBUILDER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE
- 9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).
- 10. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF—INCH REBAR WITH CAP. TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- 11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
- 12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S.
- 13. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.
- 14. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. (LOTS 1, 13, 14, 22, 31, 73, 77, 85, 89, 91). NOTED WITH AN "\*"
- AND 84). NOTED WITH A "#" 16. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

15. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE. (LOTS 72

- (LOTS 1, 13, 14, 22, 31, 73, 77, 85, 89, 91). NOTED WITH A "\$"
- 17. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (10, 15, 47, 52). NOTED WITH AN "\*\*"
- 18. ALL LOT BUILDING PADS GRADED BELOW AN ELEVATION OF 987.00 FEET REQUIRE THE INSTALLATION OF A PRESSURE REDUCING VALVE(PRV)PER THE WATER MASTERPLAN COMPLETED ENTELLUS (13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58 ,59, 60, 61, 62, 63, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84,).
- 19. SEWER BACKFLOW PREVENTER REQUIRED ON LOT 72.
- 20. ALL ON-SITE AND OFFSITE INFRASTRUCTURE IMPROVEMENTS THAT WILL SERVE THE PROPERTY SHALL BE CONSTRUCTED PURSUANT TO THE APPROVED PLANS IN ONE PHASE.
- 21. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR LUCERO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED.





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