0	

DECLARATION AND DEDICATION

LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

PREPLACE THE SIDEWALKS ARISING FROM THIS PLAT

VEHICLES AND PERSONS PROVIDING EMERGENCY SERVICES.

BY: KB HOME PHOENIX INC., AN ARIZONA CORPORATION

FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

CERTIFICATE OF ASSURED WATER SUPPLY

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS

BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT

UPON, OVER AND ACROSS THE PROPERTY.

GOODYEAR AND AGREES AS FOLLOWS:

PORTION OF TRACTS A. B AND F.

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

NOTARY PUBLIC

MY COMMISSION EXPIRES:

OF WATER RESOURCES (ADWR).

MANAGER, LIBERTY UTILITIES

AND ASSIGNS.

KNOW ALL MEN BY THESE PRESENTS THAT KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME 'FINAL PLAT OF GOODYEAR PLANNED REGIONAL CENTER (GPRC) PARCEL 12, A REPLAT OF PARCEL B OF THE MINOR LAND DIVISION

MARICOPA COUNTY. ARIZONA AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "GOODYEAR

KB HOME PHOENIX, INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER, HEREBY DECLARES ALL

TRACTS WITHIN THE SUBDIVISION FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE

AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS ALL STREETS,

PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES OR OTHER SERVICES ON BEHALF OF THE CITY OF GOODYEAR, AND/OR PERMITTED

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE

CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES AN EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS A, B, C, D, AND E

REPLACING, AND OR REPAIRING PUBLIC UTILITIES, IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS AS SHOWN ON THIS PLAT.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO

ON THIS PLAT FOR USE AS A SIDEWALK AND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, REPAIRING, MAINTAINING, REPAIRING, REPLACING

AND ALTERING SIDEWALKS AND APPURTENANT FACILITIES. SAID EASEMENT SHALL BE USED FOR PUBLIC PEDESTRIAN AND NON-MOTORIZED VEHICLE

THE SIDEWALKS WITHIN THE SIDEWALK EASEMENT AREAS, AND THE CITY OF GOODYEAR HAS NO OBLIGATION TO MAINTAIN, REPAIR AND/OR

OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "V.N.A.E." FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES

CITY OF GOODYEAR FOR USE BY THE CITY AND THIRD PARTIES PROVIDING EMERGENCY SERVICES A NON-EXCLUSIVE EMERGENCY ACCESS

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE

EASEMENT OVER AND ACROSS TRACT B AS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, COVENANTS TO THE CITY OF

TRACTS A. B AND F 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

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 TO ENFORCE THESE

DAMAGES, THEIR COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS'FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN

SHALL BE A COVENANTS RUNNING WITH THE LAND. AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT OWNER OF ALL OR A

KB HOME PHOENIX, INC. AS GRANTOR WARRANTS AND COVENANTS TO GRANTEE AND ITS SUCCESSORS AND ASSIGNS THAT GRANTOR IS LAWFULLY

SEIZED AND POSSESSED OF THE PROPERTY: THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN:

NECESSARY TO BIND GRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF GRANTEE'S SUCCESSORS

IN WITNESS WHEREOF: KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND

THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED THEREUNTO DULY AUTHORIZED THIS ______ DAY OF _____,

ON THIS ____ DAY OF _____, 2018 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE

____, WHO ACKNOWLEDGED SELF TO BE ______

(NAME), MEMBER

ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS

AND THAT GRANTEE SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS. THE PERSON EXECUTING THIS DOCUMENT

COVENANTS AND THE PARTY SEEKING TO ENFORCE THESE COVENANTS SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY

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

CITY OF GOODYEAR AND TO THE (CORPORATE NAME OF HOA) A PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (V.N.A.E.) UPON,

(CORPORATE NAME OF HOA), AN EASEMENT UPON AND ACROSS TRACTS A, B, C, D, AND E IN LOTS AS

(CORPORATE NAME OF HOA) SHALL BE RESPONSIBLE FOR MAINTAINING, REPAIRING AND REPLACING

AND IN LOTS AS SHOWN ON THIS PLAT. SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING,

PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS PLAT,

CITY OF GOODYEAR FOR USE BY THE CITY. THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR. THIRD PARTIES

INCLUDING TRACT F FOR THE PURPOSE OF PROVIDING. RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR

TRACTS WITHIN THE SUBDIVISION AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN $_{ ext{I}}$

HOA NAME), AND, SUBJECT TO THE EASEMENTS AND COVENANTS HEREIN, DEDICATES TO THE $_$

WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS PLAT.

RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AS BOOK 1162 OF MAPS, PAGE 8, INSTRUMENT NUMBER 2018 0896431"A

PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,

PLANNED REGIONAL CENTER (GPRC) PARCEL 12" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF

THE LOTS, TRACTS, EASEMENTS, AND STREETS CONSTITUTING SAME AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER,

STATE OF ARIZONA

AND RESTRICTIONS.

COUNTY OF MARICOPA

Final Plat of GOODYEAR PLANNED REGIONAL CENTER (GPRC) PARCEL 12

A Replat of Parcel B of the Minor Land Division Recorded in the official records of Maricopa County, Arizona as Book 1162 of Maps, Page 8, Instrument Number 2018-0896431. Located in the Northwest Quarter of Section 32, Township 2 North, Range

1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona

GENERAL NOTES

- A. 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.
- B. NO STRUCTURE 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 EASEMENT.
- C. 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 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

b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE

- 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.
- E. 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
- 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
- F. STRUCTURES WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET: LANDSCAPING WITHIN VISIBILITY TRIANGLES 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.
- G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY AND THE __COMMUNITY ASSOCIATION SHALL EXECUTE AND PROVIDE TO THE CITY A STORM WATER MAINTENANCE AGREEMENT PRIOR TO THE ISSUANCE OF ANY PERMITS.
- H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER-FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE AND/OR THE PHOENIX-GOODYEAR AIRPORT. 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 OPERATIONS OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
- I. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE LOOP 303.
- J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USF.
- K. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69 KV AND LARGER.
- L. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP. TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- M. 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.
- N. THE STREETS IN TRACT F 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.
- O. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION, WITH THE FOLLOWING EXCEPTIONS: NONE

P. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.

OWNER:

PHOENIX, AZ 85044

TEL: (602) 282-3064

CONTACT: JANELLE SPEAKE

KB HOME PHOENIX INC., AN ARIZONA CORPORATION

10429 SOUTH 51ST STREET. SUITE 100

- Q. NO TWO STORY HOMES SHALL BE LOCATED ADJACENT TO PEBBLE CREEK PARKWAY, ON ANY LOTS ALONG THE NORTHERN BOUNDARY OF THE PROPERTY, NOR ON ANY CORNER LOTS. (LOT NOS. 1-6, 7, 9, 23, 24, 25, & 37–52)
- R. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE. (RESIDENTIAL SUBDIVISIONS -KEY LOTS NUMBERS TO BE SHOWN).
- S. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. (RESIDENTIAL SUBDIVISIONS - CORNER LOTS NUMBERS TO BE SHOWN).
- SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS (RESIDENTIAL SUBDIVISIONS -T LOTS NUMBERS TO BE SHOWN).

T. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NONLIVING SPACE SIDE OF THE HOUSE

- U. NO MORE THAN THREE TWO-STORY HOMES WILL BE ALLOWED SIDE BY SIDE, AND THREE CONSECUTIVE TWO-STORY HOMES MUST BE FOLLOWED BY A MINIMUM OF TWO SINGLE-STORY HOMES. IF TWO TWO-STORY HOMES ARE LOCATED SIDE BY SIDE. THEN THEY MUST BE FOLLOWED BY AT LEAST ONE ONE-STORY HOME.
- V. FOR EACH SINGLE FAMILY LOT, AT LEAST ONE 24-INCH BOX TREE SHALL BE PLANTED WITHIN THE ADJOINING AREA BETWEEN THE CURB AND SIDEWALK. THE TREE SHALL BE MAINTAINED BY THE ADJOINING HOMEOWNER, AND ANY TREE THAT DOES NOT SURVIVE SHALL BE REPLACED BY THE ADJACENT HOMEOWNER WITH A TREE THAT IS OF LIKE SPECIES AND SIZE TO THE ONE THAT IS BEING REPLACED.
- W. LOT NUMBERS 24 AND 25 SHALL NOT HAVE STRUCTURES OF ANY KIND AND/OR SHRUBS OR GROUND COVER WITH A MATURE HEIGHT OF MORE THAN 18-INCHES WITHIN THE SITE VISIBILITY

LIBERTY UTILITIES DEDICATION

PERPETUAL WATER AND SEWER EASEMENTS ('EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO LIBERTY UTILITIES AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER AND SEWER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO CONSTRUCT, 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.

NEITHER GRANTOR NOR THE OWNERS OF ANY PART OF THE PREMISES SHALL ERECT. CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE EASEMENTS; HOWEVER, THEY 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 FASEMENTS IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES IN ACCORDANCE WITH ARIZONA CORPORATION COMMISSION RULES AND REGULATIONS. GRANTEE SHALL NOT BE HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE LIMITS OF THE EASEMENTS DUE TO REPAIR, REPLACEMENT, CONSTRUCTION OR RELOCATION OF THE GRANTEE OWNED WATER AND SEWER LINES.

GRANTEE SHALL HOLD GRANTOR AND OWNERS OF ANY PART OF THE PREMISES HARMLESS FROM DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, WHICH RESULT FROM GRANTEES USE OF EASEMENT TO OPERATE, MAINTAIN, REPAIR, REPLACE AND INSTALL UTILITY OWNED INFRASTRUCTURE. THIS HOLD HARMLESS DOES NOT COVER NEGLIGENT ACTIONS FROM GRANTOR OR OWNERS THAT RESULT IN ANY CLAIM, AS WELL AS GRANTEE IS NOT HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES, DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE EASEMENT. GRANTOR AND GRANTEE AGREE THAT ALL EASEMENTS WILL ALSO BE GOVERNED BY ARIZONA ADMINISTRATIVE CODE R14-2-405C AS AMENDED. GRANTEE AGREES TO EXERCISE REASONABLE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

ACKNOWLEDGMENTS



THEREIN CONTAINED BY SIGNING AS PARTNER.

ON THIS ______ DAY OF______, 2017, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THAT HE/SHE IS THE FOR LIBERTY UTILITIES, A DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES

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

BY:			
	NOTARY PUBLIC	DA	TE
MY C	OMMISSION EXPIRES: _		

ENGINEER:

CONSULTANT: EPS GROUP, INC. 2045 S. VINEYARD, SUITE 101 MESA, AZ 85210 TEL: (480)-503-2250 FAX: (480)-503-2258

W. THOMAS RD Section 32 T.2N., 🔀 W. MCDOWELL RD R.1W. I-10 CONTACT: DAN "OX" AUXIER, PE E. VAN BUREN ST

VICINITY MAP

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32, T.2 N., R.1 W., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING SOUTH 89°24'37" EAST, AS MEASURED AND SHOWN ON BOOK 1163, PAGE 8,

UTILITIES SHEET INDEX SHEET 1: COVER SHEET LIBERTY UTILITIES SEWER LIBERTY UTILITIES SHEET 2: PLAN SHEET & AREA TABLES GAS SOUTHWEST GAS SHEET 3: PLAN SHEET & LINE AND CURVE TABLES

ELECTRIC ARIZONA PUBLIC SERVICE TELEPHONE CENTURYLINK /COX REFUSE CITY OF GOODYEAR CENTURYLINK / COX

HOA RATIFICATION AND CONSENT

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION AND CONSENT, COMMUNITY ASSOCIATION. AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A THROUGH F, INCLUSIVE, REFLECTED HEREIN, THE GRANT OF THE OTHER EASEMENTS REFLECTED HEREIN AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

_____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ______, 2018.

COMMUNITY ASSOCIATION. AN ARIZONA NON-PROFIT CORPORATION

ACKNOWLEDGMENT

STATE OF ARIZONA COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2018, BY COMMUNITY ASSOCIATION, AN

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

NOTARY PUBLIC MY COMMISSION EXPIRES:

AREA SUMMARY TABLE				
DESCRIPTION	AREA (SF)	AREA (ACRES)		
LOTS 1-52	301,030 S.F.	6.9107 AC.		
TRACTS A-E	164,880 S.F.	3.7851 AC.		
TRACT F (PRIVATE STREETS)	67,304 S.F.	1.5451 AC.		
TOTAL	533,214 S.F.	12.2409 AC.		

ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF ______, 2018.

GEORGIA LORD

CITY CLERK: DARCY MCCRACKEN

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF

CITY ENGINEER: REBECCA ZOOK

CERTIFICATION

I, JESSE BOYD, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA: THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2017: THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LAND SURVEYOR: JESSE BOYD, RLS, PE, PLS EPS GROUP, INC. 2045 S. VINEYARD AVENUE, STE 101 MESA, AZ 85210

263-1100 1-800-STAKE-IT (OUTSIDE MARICOPA COUNT)

gional

Sheet No.

Job No. 17-017

THENCE LEAVING SAID NORTH LINE, SOUTHWESTERLY ALONG SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,472.40 FEET, THE CENTER OF WHICH BEARS SOUTH 00° 35'23" WEST, THROUGH A CENTRAL ANGLE OF 59° 16' 40", AN ARC LENGTH OF 1,523.33 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, NORTH 65° 11' 32" WEST, 202.05 FEET;

THENCE NORTH 89° 39' 26" WEST, 302.23 FEET;

THENCE NORTH 00° 20' 34" EAST, 403.61 FEET ALONG A LINE WHICH IS 75.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 89° 24' 37" EAST, 220.00 FEET;

THENCE NORTH 00° 20' 34" EAST, 235.00 FEET ALONG A LINE WHICH IS 295.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CALL TWO WORKING DAYS BEFORE YOU DIG 263-1100 1-800-STAKE-IT

(OUTSIDE MARICOPA COUNTY)

Job No. 17-017

Sheet No.

	LOT ARE	
LOT #	AREA (SF)	AREA (AC)
1	5,712	0.1311
2	5,750	0.1320
3	5,750	0.1320
4	5,750	0.1320
5	5,750	0.1320
6	5,750	0.1320
7	5,749	0.1320
8	5,750	0.1320
9	5,748	0.1319
10	5,809	0.1334
11	5,799	0.1331
12	5,799	0.1331
13	5,826	0.1338
14	5,816	0.1335
15	5,815	0.1335
16	5,653	0.1298
17	5,750	0.1320
18	5,750	0.1320
19	5,780	0.1327
20	5,979	0.1373

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
41	5,750	0.1320	
42	5,750	0.1320	
43	5,750	0.1320	
44	5,750	0.1320	
45	5,750	0.1320	
46	5,750	0.1320	
47	5,750	0.1320	
48	5,750	0.1320	
49	5,750	0.1320	
50	5,750	0.1320	
51	5,673	0.1302	
52	5,819	0.1336	

TRACT USE TABLE					
TRACT	USE (OWNER/MAINTAINER)	AREA (SF)	AREA (AC)		
Α	OPEN SPACE, LANDSCAPE, DRAINAGE, WATER EASEMENT, SEWER EASEMENT, PUE, SWE (HOA)	126,664	2.9078		
В	OPEN SPACE, LANDSCAPE, EMERGENCY ACCESS EASEMENT, DRAINAGE, PUE, SWE (HOA)	28,254	0.6486		
С	OPEN SPACE, LANDSCAPE, PUE, SWE (HOA)	1,610	0.0370		
D	OPEN SPACE, LANDSCAPE, PUE, SWE (HOA)	2,283	0.0524		
E	OPEN SPACE, LANDSCAPE, PUE, SWE (HOA)	6,069	0.1393		
F	PRIVATE STREET, ACCESS EASEMENT, UTILITY EASEMENT, DRAINAGE (HOA)	67,304	1.5451		

ı E	G	NI	
ᇆ	G	IN	L

	LEGEND		
•	SET MONUMENT PER MAG STANDARDS DETAIL 120, TYPE "B" AT TIME OF	VNAE	VEHICLE NO-ACCESS EASEMENT
	CONSTRUCTION	SVT	SIGHT VISIBILITY TRIANGLE
•	FOUND SURVEY MONUMENT AS NOTED	P/S	PRIVATE STREET
	FOUND BRASS CAP AS NOTED	SWE	SIDEWALK EASEMENT
M.C.R.	MARICOPA COUNTY RECORDS	(C)	CORNER LOT (SEE NOTE S)
RLS	REGISTERED LAND SURVEYOR	(T)	T-LOT (SEE NOTE T)
R/W	RIGHT OF WAY	(K)	KEY LOT (SEE NOTE R)
PUE	PUBLIC UTILITY EASEMENT		
*	NO TWO-STORY HOME		

NORTHWEST CORNER
SECTION 32, T2N, R1W
FOUND MARICOPA COUNTY POINT OF BEGINNING FOUND REBAR WITH CAP BRASS CAP IN HANDHOLE PLS 21065 _S89°24'37"E S89°24'37"E 1535.00' 295.00' 46.00' 46.00' 46.00' 46.00' **──** 1' V.N.A.E APN 501-69-962A ARIZONA PUBLIC SERVICE COMPANY DEED #: 040724348 ZONING: PAD *⊂*L=17.53 46.00' 46.00' 46.00' S89°24'37"E 585.84' S49°00'46"E S89°24'37"E W. WINDWARD AVE 658.48' TRACT F S89°24'37"E 552.00' FOUND REBAR WITH CAP RLS 21065 **4**6.00' **∤** 46.00' 46.00' 46.00' NOT A PART $33' \times 33'$ S.V.T. 33' x 33' FOUND REBAR WITH CAP S.V.T. RLS 40916 S89°24'37"E 220.00' TRACT B 1, A.N. Y.E N89°24'37"W 100.00' _S89°24'37"E S89°24'37"E S89°24'37"E S89°24'37"E S89°24'37"E W. LA REATA AVE 46.00' 46.00' 46.00' 46.00' ż <u>120.55</u>' & S.W.E. P.U.E. —► egional TRACT E N89°24'37"W N89°24'37"W $33' \times 33'$ __ S.V.T. 24* (C) 125.00 & S.W.E. 125.00' N89°24'37"W 30'EMERGENCY **──** 1' V.N.A.E ACCESS & N89°24'37"W UTILITY ESMT. 23* (C) __N89°24'37"W <u>1</u>24.98'**▼** N89°24'37"W 33' x 33' S.V.T. S89'24'37"E 80.00' 3* (T) 10' TRACT F C23 S89°24'37"E W. EDGEMONT AVE C2 N89°24'37"W TRACT C____14.25' 4* (T) -L=24.80' N89°24'37"W 123.91' EX. R/W PER 02-1158529 MCR N89°24'37"W N89°24'37"W N89°24'37"W N88°17'16"E 10' P.U.E. N89°24'37"W & S.W.E. 46.04 N89°24'37"W S83°08'14"W 139.18' 33' x 33' TRACT A N89°24'37"W WATERLINE EASEMENT __N89°24'37"W 124.60' RETENTION TRACT B PER 2014-0107301 MCR -TO REMAIN __S40°15'14"W 172.87'— N89°39'26"W 124.94' TRACT F $33' \times 33'$ DRAINAGE EASEMENT 159.75 S.V.T. PER 2016-0054798 75.00' N89'39'26"W 302.23'-MCR TO BE ABANDONED W. ROANOKE AVE BY AND WITHIN THIS PLAT 263-1100 SET NAIL WITH TAG ___N65°15′00″W 41.22′√ 1-800-STAKE-IT RLS 42937 (OUTSIDE MARICOPA COUNTY DRAINAGE EASEMENT ACCESS EASEMENT PER 2018-0228223 MCR TO REMAIN PER 2013-0932010 ACCESS EASEMENT MCR TO BE ABANDONED PER 2018-0228222 -BY AND WITHIN THIS PLAT MCR TO REMAIN S28°55'09"W 21.37" SET REBAR WITH CAP -RLS 42937 JESSE BOYD 501-73-938 GOODYEAR AZ SENIOR PROPERTY LLC L=1523.33', R=1472.40' DEED #: 160449052 Δ=59°16'40" FOUND REBAR WITH CAP Job No. RLS 40916 17-017 NORTH **SIGHT VISIBILITY** Sheet No. **TRIANGLE** WEST 1/4 CORNER SECTION 32, T2N, R1W NOT TO SCALE FOUND MARICOPA COUNTY of 4 BRASS CAP FLUSH