Map of Dedication **ESTRELLA COMMONS - EVERGREEN**

A PORTION OF THE WEST HALF OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER:

EVERGREEN-ESTRELLA & I-10, LLC 2390 EAST CAMELBACK ROAD SUITE 410 PHOENIX, AZ 85016

ENGINEER:

EPS GROUP, INC. 2045 S. VINEYARD, SUITE 101 MESA, AZ 85210 TEL: (480)-503-2250 FAX: (480)-503-2258 CONTACT: BRIAN NICHOLLS, P.E.

McDOWELL ROAD INTERSTATE 10 **ROOSEVELT** STREET SITE FILLMORE SEC. 5 T.1 N., R.1 W. VAN BUREN STREET VICINITY MAP

SHEET 1: COVER SHEET SHEET 2: PLAN SHEET

SHEET INDEX

SHEET 3: PLAN SHEET & LINE TABLE

UTILITIES

WATER CITY OF GOODYEAR SEWER CITY OF GOODYEAR GAS SOUTHWEST GAS ELECTRIC ARIZONA PUBLIC SERVICE **TELEPHONE** CENTURYLINK /COX REFUSE CITY OF GOODYEAR CABLE TV CENTURYLINK / COX

OVE	OVERALL AREA TABLE				
PARCEL	AREA (SF)	AREA (AC)			
Fillmore Right of Way	64,504	1.4808			
Parcel 1	974,744	22.3771			
Parcel 2	4,180	0.0960			
Roosevelt Right of Way	63,790	1.4644			
Plat Boundary	1.107.218	25 4183			

MAP OF DEDICATION APPROVAL

CITY CLERK: DARCIE MCCRACKEN

CITY ENGINEER: REBECCA ZOOK

I, GERALD HUGHES 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 JANUARY, 2018; 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: GERALD HUGHES, R.L.S. 15573 EPS GROUP, INC. 2045 S. VINEYARD AVENUE, STE 101 MESA, AZ 85210

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF GOODYEAR BRASS CAP IN A HANDHOLE AT THE WEST QUARTER CORNER OF SAID SECTION 5, FROM WHICH A FLUSH CITY OF GOODYEAR BRASS CAP AT THE NORTHWEST CORNER OF SAID SECTION 5 BEARS NORTH O DEGREES 26 MINUTES 05 SECONDS EAST, AT A DISTANCE OF 2638.91 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 110.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 110.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH O DEGREES 26 MINUTES 05 SECONDS EAST, ALONG SAID EAST LINE, 40.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, ALONG SAID NORTH LINE, 900.01 FEET;

THENCE SOUTH 0 DEGREES 26 MINUTES 05 SECONDS WEST, 1389.69;

THENCE NORTH 89 DEGREES 18 MINUTES 04 SECONDS WEST, 309.61 FEET;

THENCE SOUTH 86 DEGREES 05 MINUTES 31 SECONDS WEST, 273.91 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 04 SECONDS WEST, 17.73 FEET TO A POINT ON THE EAST LINE OF LOT 4, ESTRELLA CROSS ROADS - PHASE 2, BOOK 1098, PAGE 18 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 0 DEGREES 16 MINUTES 20 SECONDS WEST, ALONG SAID WEST LINE, 18.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE NORTH 87 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 4, 78.07 FEET;

THENCE NORTH 89 DEGREES 16 MINUTES 01 SECONDS WEST, ALONG SAID NORTH LINE, 221.71 FEET TO A POINT ON THE

EAST LINE OF THE WEST 110.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTH 0 DEGREES 27 MINUTES 10 SECONDS EAST, ALONG SAID EAST LINE, 781.14 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, 278.64 FEET;

THENCE NORTH O DEGREES 27 MINUTES 23 SECONDS EAST, 530.00 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, 278.67 FEET TO A POINT ON THE EAST LINE OF THE WEST 110.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTH 0 DEGREES 27 MINUTES 10 SECONDS EAST, ALONG SAID EAST LINE, 40.00 FEET TO THE POINT OF

BASIS OF BEARING

BASIS OF BEARING IS NORTH OO DEGREES 26 MINUTES 05 SECONDS EAST ALONG THE WEST LINE OF NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

BENCHMARK

1ST BENCHMARK

3" MCHD BRASS CAP IN HANDHOLE FOUND AT THE INTERSECTION OF LITCHFIELD ROAD AND VAN BUREN STREET. (NORTHING 891,475, EASTING 565,323) NAVD 88 ELEVATION: 981.64'

2ND BENCHMARK

3" MCHD BRASS CAP IN HANDHOLE FOUND AT THE INTERSECTION OF SARIVAL AVENUE AND VAN BUREN STREET. (NORTHING 891,644, EASTING 549,678) NAVD 88 ELEVATION: 996.48

NOTE: ELEVATIONS DEPICTED ON THIS PLAN ARE BASE ON NAVD88

HOA RATIFICATION AND CONSENT

STATE OF ARIZONA COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS: BY THIS RATIFICATION AND CONSENT, CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

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

CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2018, BY ___, THE _____ _____ OF CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT

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

NOTARY PUBLIC MY COMMISSION EXPIRES:

GENERAL NOTES

- A. 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 REPARIRED 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 WARRANY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL
- E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR 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 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. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
- G. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- H. 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.

HOA RATIFICATION AND CONSENT

STATE OF ARIZONA COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS: BY THIS RATIFICATION AND CONSENT, ESTRELLA COMMONS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2018.

ESTRELLA COMMONS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

ACKNOWLEDGMENT

STATE OF ARIZONA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF __ 2018, BY ______ OF ESTRELLA COMMONS

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

NOTARY PUBLIC

COUNTY OF MARICOPA

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

MY COMMISSION EXPIRES:

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

COUNTY OF MARICOPA

ON THIS ____ DAY OF _____

ITS: MANAGER

AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

DEDICATION

STATE OF ARIZONA

JURISDICTION.

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

UNDER THE PUBLIC UTILITY EASEMENT AREAS AS SHOWN ON THIS PLAT.

THAT EVERGREEN-ESTRELLA & I-10, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS,

AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF ESTRELLA COMMONS — EVERGREEN, A PORTION OF THE

WEST HALF OF THE SECTIONS 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY,

ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION

AND GIVES THE DIMENSIONS OF THE PARCELS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH PARCEL AND

EVERGREEN-ESTRELLA & I-10, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND

EVERGREEN-ESTRELLA & I-10, L.L.C., AN ARIZONA 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

IN CONSIDERATION OF THE CITY'S AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF

NON-PROFIT CORPORATION HEREBY EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, MAINTAIN AND REPLACE

ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH

CORPORATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY

ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE FAILURE OF ESTRELLA COMMONS ASSOCIATION, AN

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

ARIZONA NON-PROFIT CORPORATION 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, ESTRELLA COMMONS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE HOA FAIL TO MAINTAIN THE LANDSCAPING INSTALLED WITHIN THE MEDIANS

AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING AND OR REMOVE THE LANDSCAPING AND

MEDIAN, AND ESTRELLA COMMONS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION 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

IN CONSIDERATION OF THE CITY'S AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF

LANDSCAPING WITHIN THE FILLMORE BEING DEDICATED HEREIN, CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS

HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY EXPRESSLY AGREES THAT IT SHALL, AT ITS

DEDICATED HEREIN, INCLUDING THE PROVIDING OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING.

CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY

RIGHT-OF-WAY. CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS HOMEOWNER'S ASSOCIATION. AN ARIZONA

NON-PROFIT CORPORATION 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, CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS HOMEOWNER'S ASSOCIATION. AN ARIZONA NON-PROFIT CORPORATION SHALL BE

RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS

HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE

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

REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY; AND THE CITY SHALL BE ENTITLED TO REMEDY ANY

HOMEOWNER'S ASSOCIATION. AN ARIZONA NON-PROFIT CORPORATION 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

HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED

IN DOING SO. SHOULD THE HOA FAIL TO MAINTAIN THE LANDSCAPING INSTALLED WITHIN THE MEDIANS AS PROVIDED HEREIN,

AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS

____, 2018 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

, WHO ACKNOWLEDGED SELF TO BE

EVERGREEN-ESTRELLA & I-10, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND BEING DULY AUTHORIZED SO TO DO,

UNSAFE CONDITION RESULTING FROM THE FAILURE OF CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS

TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS

THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING AND OR REMOVE THE LANDSCAPING AND MEDIAN, AND CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT

CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS

IN WITNESS WHEREOF: EVERGREEN-ESTRELLA & I-10, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS

OFFICER THEREUNTO DULY AUTHORIZED THIS ______ DAY OF _____, 2018.

EVERGREEN-ESTRELLA & I-10, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN COMMUNITIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED

CHRISTOPHER TODD COMMUNITIES AT ESTRELLA COMMONS HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT

SOLE COST. MAINTAIN AND REPLACE LANDSCAPING INSTALLED WITHIN MEDIANS CONSTRUCTED WITHIN THE FILLMORE BEING

LANDSCAPING WITHIN THE ROOSEVELT STREET BEING DEDICATED HEREIN, ESTRELLA COMMONS ASSOCIATION. AN ARIZONA

PUBLIC UTILITY EASEMENTS ("PUE"). AS SHOWN ON THIS MAP OF DEDICATION, SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE

PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PUBLIC UTILITIES, IN, OVER, ABOVE, AND

LANDSCAPING INSTALLED WITHIN MEDIANS CONSTRUCTED WITHIN THE ROOSEVELT STREET BEING DEDICATED HEREIN, INCLUDING

THE PROVIDING OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. ESTRELLA COMMONS ASSOCIATION, AN

ARIZONA NON-PROFIT CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK

WITHIN CITY RIGHT-OF-WAY. ESTRELLA COMMONS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION EXPRESSLY AGREES

TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS

LANDSCAPING, WITHIN THE MEDIAN. EXCEPT AS PROVIDED HEREIN, ESTRELLA COMMONS ASSOCIATION, AN ARIZONA NON-PROFIT

ASSIGNS, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE STREETS, IN FEE, SHOWN

STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

HUGHES , XPIRES: 3/31/202

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Revisions

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16-328 MD01

Sheet No.

Tat boullaary 1,107,210

APPROVED BY OF	THE CITY COUNCIL , 2018.	OF THE CITY OF	GOODYEAR, ARIZONA	THIS DAY
BY	GEORGIA LORD			

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

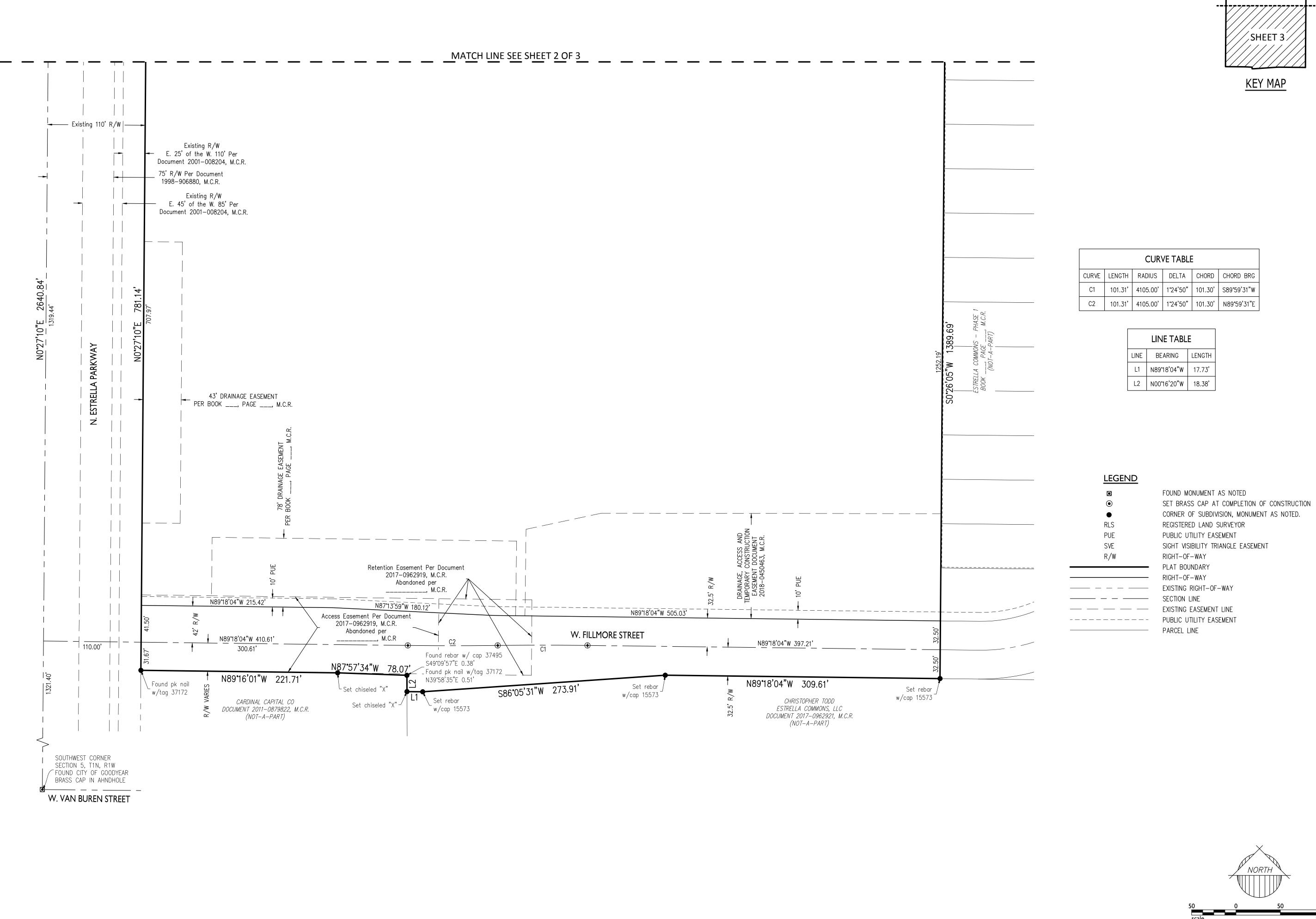
CERTIFICATION

Revisions:

EXPIRES: 3/31/2021 Job No.

16-328

MD01 Sheet No. of 3



SHEET 2 SHEET 3 KEY MAP

EVERGREEN

COMMONS

TRELLA

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Revisions:

of Dedication

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EXPIRES: 3/31/2021 Job No. 16-328 MD01 Sheet No.

of 3