STATE OF ARIZONA

COUNTY OF MARICOPA) SS

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-NINE "A"". A PORTION OF THE NORTHWEST QUARTER OF SECTION 36 AND THE SOUTHWEST QUARTER OF SECTION 25, 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 2) 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-NINE "A" AND THAT EACH LOT, TRACT, EASEMENT, STREET, PRIVATE ACCESS WAY AND OTHER PORTION OF FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY-NINE "A" 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-NINE "A" AND OTHER PORTIONS OF PEBBLECREEK GOLF RESORT BY THE OWNERS THEREOF, BY PEBBLECREEK PROPERTIES LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP ("PEBBLECREEK PROPERTIES"), BY THEIR RESPECTIVE GUESTS AND INVITEES AND FIRE, POLICE, AND EMERGENCY AND GOVERNMENTAL SERVICE VEHICLES AND PERSONNEL, INCLUDING REFUS COLLECTION VEHICLES AND PERSONNEL. TRUSTEE HEREBY DEDICATES TO ALL PUBLIC UTILITY PROVIDERS 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 DESIGNATED SUCCESSOR OR ASSIGN SHALL NOT BE REQUIRED FOR SUCH PERMITTED ABOVE—GROUND 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-NINE "A" 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-NINE "A" 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 AN 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 GRANTEI TO PUBLIC UTILITY PROVIDERS BY THIS DEDICATION, AND IF THE CITY OF GOODYEAR OR SUCH COMMUNIT WITHIN THE EASEMENT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF SUCH PROPERTY, EXCEPT THAT BY IT WITHIN SUCH EASEMENT AND SHALL REPAIR THE STREETS (I.E. PRIVATE ACCESS WAYS), AT THE 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.

WATER AND SEWER EASEMENT ("EASEMENTS") IN TRACT 'A' AS DESCRIBED ABOVE ARE GRANTED TO LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., 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 GOLF RESORT HOMEOWNERS ASSOCIATION NO. 1, INC. 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.

DI.											
	SIMIN	BERRY,	SENIOR	TRUST	OFFICER						
A	ACKNOWLEDGMENT										
			_								

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS THE DAY OF \_, 2018, 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

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

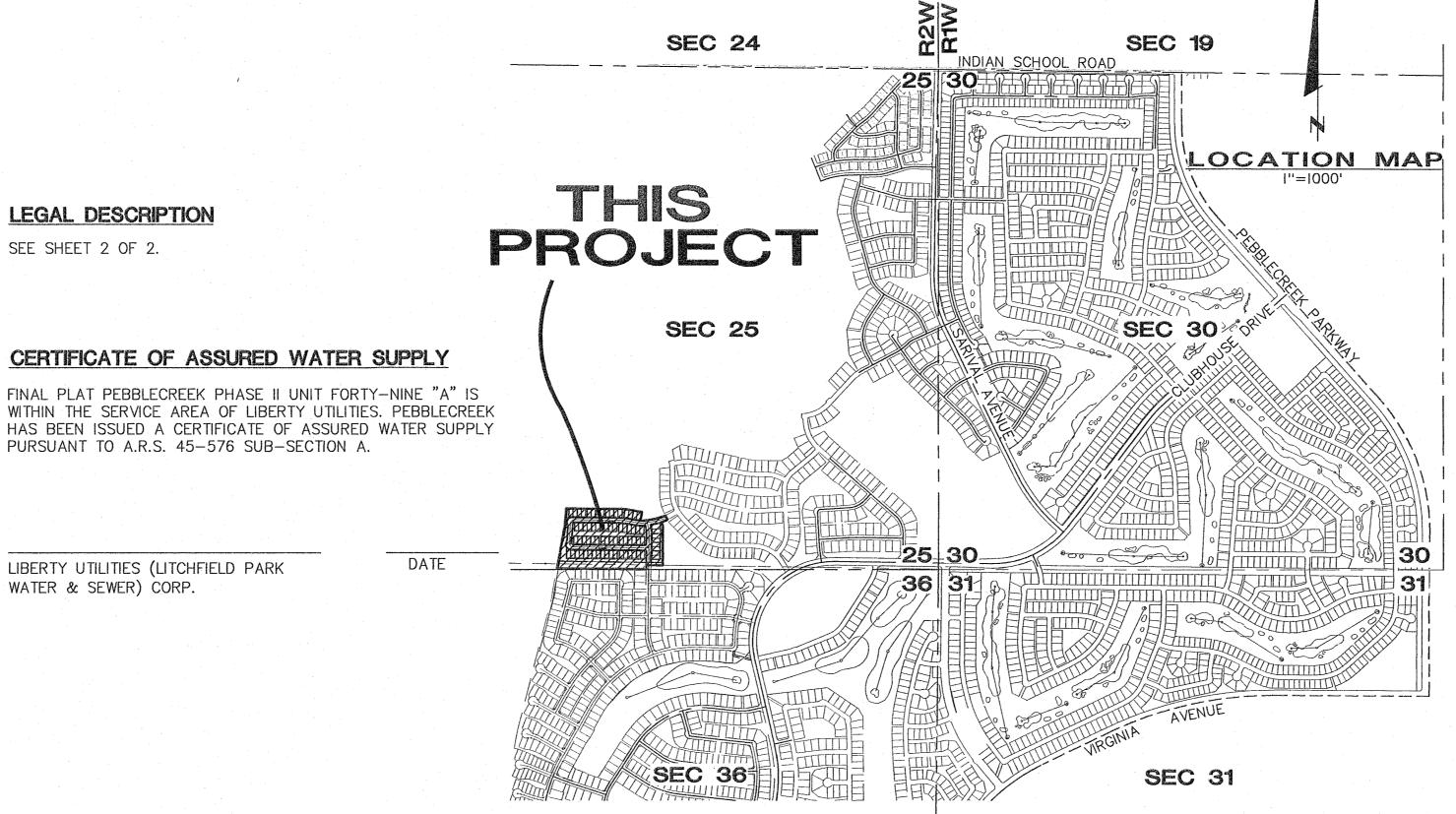
CONTAINED. UPON BEFHALF OF THE CORPORATION, AS TRUSTEE

NOTARY PUBLIC:

### MY COMMISSION EXPIRES:

# FNAL PLAT PEBBLECREEK PHASE II UNIT FORTY-NINE "A"

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



UTILITY COMPANIES

WATER \_\_\_\_\_LIBERTY UTILITIES

WASTE WATER\_\_\_\_\_LIBERTY UTILITIES

ELECTRIC \_\_ \_ ARIZONA PUBLIC SERVICE

NATURAL GAS \_\_ \_ SOUTHWEST GAS CO.

TELEPHONE \_\_\_\_ \_CENTURYLINK

CABLE TELEVISION\_\_\_\_\_COX CABLE

# FINAL PLAT APPROVAL APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA \_\_\_\_\_ DAY OF MAYOR (GEORGIA LORD) CITY CLERK (DARCIE McCRACKEN)

#### FINAL PLAT APPROVAL

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

GROSS AREA OF SUBDIVISION 14.65 AC

### OWNER/TRUSTEE:

FIRST AMERICAN TITLE INSURANCE CO. UNDER TRUST #7854 9000 EAST PIMA CENTER PARKWAY SCOTTSDALE, ARIZONA 85258 PHONE:(620) 685-7033

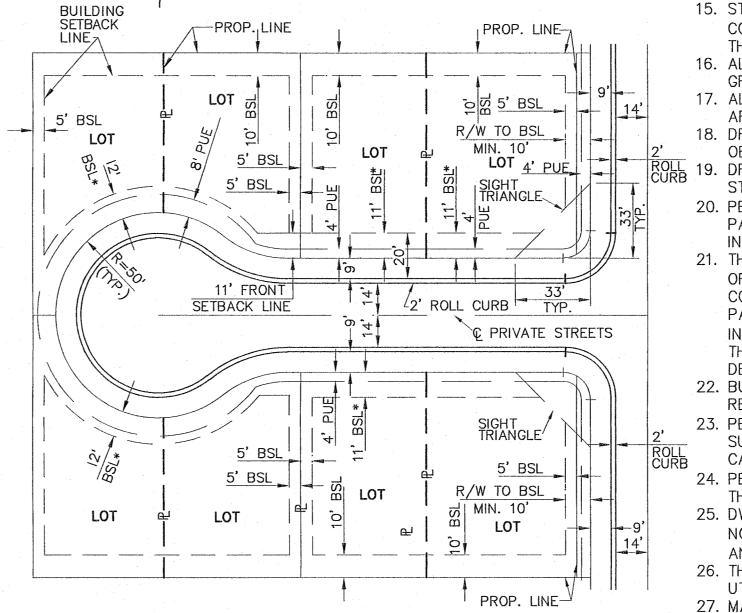
#### **DEVELOPER:**

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

	· .	TOTAL NUMBER OF LOTS	74	CADLE ILLEVISION	
		DESCRIPT	ION OF TRA	ACTS	
TRACT	USAGE			MAINTAINED/OWNER	AREA
А	PRIVATE ROADWAY/DRAINAGE AND UTILITY EASEMENT (PER	E/UTILITY/WATER AND SEWER EAS MCR#99-0788143)		BBLECREEK GOLF RESORT MEOWNERS ASSOCIATION NO. I, INC.	2.95 AC
В	DRAINAGE/OPEN SPACE / AND UTILITY EASEMENT (P	P.U.E (AS SHOWN ON PLAT) PER MCR#99-0788143)	PEI	BBLECREEK VILLAS ASSOCIATION, INC.	2.85 AC
С	DRAINAGE/OPEN SPACE / AND UTILITY EASEMENT (P	P.U.E (AS SHOWN ON PLAT) PER MCR#99-0788143)	PEI	BBLECREEK VILLAS ASSOCIATION, INC.	0.37 AC
D	DRAINAGE/OPEN SPACE/P.U.E. (AS SHOWN ON PLAT)			BBLECREEK VILLAS ASSOCIATION, INC.	0.98 AC
E	DRAINAGE/OPEN SPACE/P.U.E. (AS SHOWN ON PLAT)			BBLECREEK VILLAS ASSOCIATION, INC.	0.03 A
F	DRAINAGE/OPEN SPACE/P.U.E. (AS SHOWN ON PLAT)			BBLECREEK VILLAS ASSOCIATION, INC.	0.03 A
G	DRAINAGE/OPEN SPACE/P.U	F (AS SHOWN ON PLAT)	PFI	BBLECREEK VILLAS ASSOCIATION INC	0.05 A



(UNLESS OTHERWISE SHOWN) MIN. FRONT YARD SETBACK = 11 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 P.U.E. - INDICATES PUBLIC UTILITY EASEMENT B.S.L. - INDICATES BUILDING SETBACK LINE - - ZERO SETBACK LINE FOR DUPLEX LOTS

27744

WILLIE J.

KATES

TYPICAL LOTS SHOWING SETBACK LINES

AND PUBLIC UTILITY EASEMENTS

#### CERTIFICATE OF SURVEYOR

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 MAY 2018 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

THUNDERBIRD ROAD YOUNGTOWN 灯PEORIA GLENDAL SCHOOL PHOENIX ROAD (PAPAGO FREEWAY) STREET ROAD

#### GENERAL NOTES

GROSS AREA OF THIS SUBDIVISION IS 14.65 ACRES

TOTAL NUMBER OF LOTS: 74 BASIS OF BEARINGS:

THE BEARING OF NORTH 8912'47" WEST ALONG THE SOUTH 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 ON

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., AND

8. ALL STREETS WITHIN COMMON AREA TRACT "A" ARE PRIVATE. TRACTS 'B', 'C', 'D 'E', 'F', AND 'G' ARE

HOMEOWNERS ASSOCIATION NO. 1, INC., AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL IMPROVEMENTS AND RIGHTS-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS, UNLESS STREETS ARI

10. PEBBLECREEK PHASE II UNIT FORTY—NINE "A" IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND

TRACTS 'B', 'C', 'D 'E', 'F', AND 'G', ARE HEREBY DESIGNATED FOR DRAINAGE AND OPEN SPACE PURPOSES, AND WILL BE OWNED AND MAINTAINED BY PEBBLECREEK VILLAS ASSOCIATION, INC. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON THE PROPERTY

AT THE REAR OR STREET SIDE OF LOTS 8, 9, 27, 42, 43, AND 58,

14. 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. 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

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. 16. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, WITH EXCEPTION TO ANY 69KVA OR

GREATER ELECTRICAL LINES. 17. ALL SHADE STRUCTURES IN THE REAR YARD SHALL BE APPROVED BY THE PEBBLECREEK

ARCHITECTURAL REVIEW COMMITTEE.

18. DRIVEWAYS UPON KEY LOTS SHALL BE LOCATED ON THE OPPOSITE SIDE OF THE LOT FROM THE VIEW

19. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

20. PEBBLECREEK PHASE II UNIT FORTY-NINE "A" IS IN CLOSE PROXIMITY TO THE ARIZONA MOTORSPORTS PARK, GENERALLY LOCATED AT CAMELBACK AND REEMS ROADS, AND MAY BE SUBJECT TO NOISE

21. 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. 22. BUILDING SETBACKS EXCEED THOSE APPROVED IN THE PEBBLECREEK PHASE II P.A.D. AGREEMENT. REFERENCE THE APPROVED P.A.D. AGREEMENT FOR MORE INFORMATION.

23. PEBBLECREEK PHASE II UNIT FORTY-NINE "A" 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.

24. PEBBLECREEK PHASE II UNIT FORTY-NINE "A" IS IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES. 25. 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-NINE "A" - LOTS 3

26. 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 DEVELOPMENT.

27. MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING IN COMMON AREA TRACTS 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.

28. BUILDING PERMITS FOR VERTICAL CONSTRUCTION SHALL NOT BE ISSUED UNTIL IMPROVEMENTS ENSURING ADEQUATE WATER, WASTEWATER AND EMERGENCY SERVICE FOR THE SUBDIVISION HAVE BEEN COMPLETED. 29. 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. 30. 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

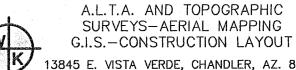
UPON A SOLUTION, CONSIDERING ALL REASONABLE OPTIONS.

SHEET 1

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

DATE: 10/24/18

## DESERT SKY SURVEYING, INC



13845 E. VISTA VERDE, CHANDLER, AZ. 85249 PH 602-499-0884 FAX 480-883-4326

) 2018 DESERT SKY SURVEYING, INC.

