- B. 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.
- C. 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.
- D. 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 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 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 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.

2

9

INCHES.

- 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.
- 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 GROWTH.
- 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
- 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.
- 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 ESTRELLA COMMONS HOMEOWNERS ASSSOCIATION 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 PROPOSED LOOP 303.
- J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTION OF 69KV OR LARGER POWER LINES.
- 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. 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.
- O. 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.
- P. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.
- Q. ALL TRACT LANDSCAPE AND OPEN SPACE IMPROVEMENTS SHALL BE COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR A DWELLING UNIT WITHIN THE SUBDIVISION.
- R. THE SAME BUILDING ELEVATION FOR DWELLING UNITS SHALL NOT BE PLACED SIDE BY SIDE OR ACROSS THE STREET FROM ONE ANOTHER UNLESS THE ELEVATION IS FUNDAMENTALLY DIFFERENT AS DETERMINED BY CITY STAFF DURING THE RESIDENTIAL DESIGN REVIEW PROCESS.
- S. HOMES ON ALL CORNER LOTS ARE REQUIRED TO BE SINGLE-STORY ONLY. THESE LOTS (306, 322, 338 & 339) HAVE BEEN IDENTIFIED ON THE PLAT WITH A SINGLE ASTERISK (*) SYMBOL.
- T. NO MORE THAN THREE (3) TWO-STORY HOMES WILL BE ALLOWED SIDE BY SIDE. THREE (3) CONSECUTIVE TWO-STORY HOMES MUST BE FOLLOWED BY A MINIMUM OF TWO (2) SINGLE-STORY HOMES.
- U. THE HOMEOWNER SHALL PROVIDE AND INSTALL A FRONT YARD LANDSCAPE PACKAGE FOR EACH DWELLING WITHIN 60 DAYS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THAT DWELLING. A LANDSCAPE BUDGET WILL BE HELD IN ESCROW UNTIL LANDSCAPING IS INSTALLED AND APPROVED BY THE HOME OWNERS ASSOCIATION.
- V. THIS DEVELOPMENT IS ADJACENT TO LAND DESIGNATED FOR DEVELOPMENT AS COMMERCIAL AND/OR MULTI-FAMILY USES AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE ASSOCIATED WITH SUCH USES. THE BUYER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, THE OWNER, DEVELOPER, AND THE HOMEBUILDER FROM ANY LIABILITY FROM ANY CLAIMS FOR FUTURE DAMAGES TO PERSONS OR PROPERTY, OR COMPLAINTS OF ANY KIND, THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE DEVELOPMENT OF SUCH PROPERTY WITH COMMERCIAL AND/OR MULTI-FAMILY USES.

LEGAL DESCRIPTION

A PORTION 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 SECTIONS, FROM WHICH A FLUSH CITY OF GOODYEAR BRASS CAP AT THE NORTHWEST CORNER OF SAID SECTION 5 BEARS NORTH 0 DEGREES 26 MINUTES 05 SECONDS EAST, AT A DISTANCE OF 2638.91 FEET;

THENCE NORTH O DEGREES 26 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5. 1306.57 FEET:

THENCE SOUTH 89 DEGREES 33 MINUTES 55 SECONDS EAST, 2144.73 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 238.01 FEET;

THENCE SOUTH 27 DEGREES 09 MINUTES 58 SECONDS EAST, 262.64 FEET;

THENCE SOUTH 35 DEGREES 13 MINUTES 32 SECONDS EAST, 142.65 FEET;

THENCE SOUTH 27 DEGREES 09 MINUTES 58 SECONDS EAST, 281.91 FEET;

THENCE SOUTH O DEGREES 35 MINUTES 39 SECONDS WEST, 332.42 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 424.02 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 113.00 FEET:

THENCE NORTH 45 DEGREES 34 MINUTES 55 SECONDS EAST, 2.83 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 3.16 FEET; THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 165.00 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 150.02 FEET;

THENCE NORTH O DEGREES 34 MINUTES 55 SECONDS EAST, 113.00 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 55 SECONDS EAST, 2.83 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 1.34 FEET;

THENCE NORTH O DEGREES 34 MINUTES 55 SECONDS EAST, 50.00 FEET:

THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 1.34 FEET; THENCE NORTH 44 DEGREES 25 MINUTES 05 SECONDS WEST, 2.83 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 236.04 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 55 SECONDS EAST, 2.83 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 1.34 FEET;

THENCE NORTH O DEGREES 34 MINUTES 55 SECONDS EAST, 50.00 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 9.40 FEET;

THENCE NORTH O DEGREES 34 MINUTES 55 SECONDS EAST, 195.00 FEET TO THE POINT OF BEGINNING.

Final Plat of **Fulton Homes Estrella Commons - Phase 2**

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

DEDICATION STATE OF ARIZONA COUNTY OF MARICOPA

> KNOW ALL MEN BY THESE PRESENTS: THAT FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF FULTON HOMES ESTRELLA COMMONS - PHASE 2, A PORTION OF 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 FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

FULTON HOMES CORPORATION. AN ARIZONA CORPORATION. INCLUDING ITS HEIRS. SUCCESSORS. AND ASSIGNS, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE STREETS. IN FEE. SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS SUCCESSORS AND ASSIGNS, AS OWNER HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN ESTRELLA COMMONS HOMEOWNERS ASSSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AND, SUBJECT TO THE COVENANTS AND THEN EASEMENTS DEDICATED HEREIN, DEDICATES TO THE ESTRELLA COMMONS HOMEOWNERS ASSSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ALL TRACTS WITHIN THE SUBDIVISION FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS.

FULTON HOMES CORPORATION, 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 EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS 'A' AND 'B' 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.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS:

TRACT 'A' IS 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 TO ENFORCE THESE COVENANTS AND THE PARTY SEEKING TO ENFORCE THESE COVENANTS SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO 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 PORTION OF TRACT 'A'.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR A PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (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.

IN WITNESS WHEREOF: FULTON HOMES CORPORATION, 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 OFFICER THEREUNTO DULY AUTHORIZED THIS ______ DAY OF ____ _____. 2018.

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER

BY: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA COUNTY OF MARICOPA

HEREIN CONTAINED.

MY COMMISSION EXPIRES:

_____, 2018 BEFORE ME, THE UNDERSIGNED NOTARY ON THIS ____ DAY OF ___ PUBLIC, PERSONALLY APPEARED _____ , WHO ACKNOWLEDGED SELF TO OF FULTON HOMES CORPORATION, AN ARIZONA CORPORATION. AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES

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

NOTARY PUBLIC

OWNER:

FULTON HOMES CORPORATION 9140 S. KYRENE, SUITE 202 TEMPE. AZ 85284 TEL: (480)-753-6789 FAX: (480)-753-5554 CONTACT: NORM NICHOLLS

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

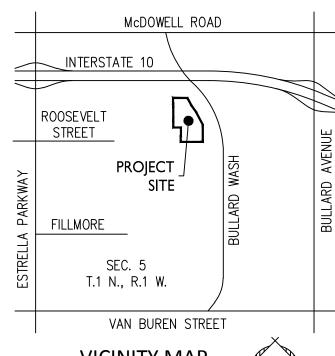
ENGINEER:

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

SHEET INDEX

SHEET 1: COVER SHEET

SHEET 2: LOT AREA TABLE, TRACT TABLE, LINE AND CURVE TABLES & PLAN SHEET



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LENDER'S CONSENT AND SUBORDINATION

THE UNDERSIGNED. A BENEFICIARY UNDER A CERTAIN DEED OF TRUST ENCUMBERING THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED AS SHOWN ON THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT, IN ANYWAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

M & T BANK, A NEW YORK CORPORATION AUTHORIZED REPRESENTATIVE

ACKNOWLEDGMENT

STATE OF ARIZONA COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018, OF M & T BANK, A NEW YORK CORPORATION, FOR THE PURPOSES CONTAINED HEREIN.

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

NOTARY PUBLIC MY COMMISSION EXPIRES:

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

SITE SUMMARY TABLE			
DESCRIPTION	AREA		
EXISTING ZONING	PLANNED AREA DEVELOPMENT/SINGLE FAMILY RESIDENTIAL		
YIELD 40 LOTS	5.3670 AC.		
OPEN SPACE	1.8533 AC.		
RIGHT OF WAY	1.6882 AC.		
TOTAL	8.9085 AC.		

HOA RATIFICATION AND CONSENT

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION AND CONSENT, ESTRELLA COMMONS HOMEOWNERS ASSSOCIATION, AN ARIZONA NON-PROFIT CORPORATION. ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS 'A' AND 'B'. INCLUSIVE, 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. ESTRELLA COMMONS HOMEOWNERS ASSSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

ACKNOWLEDGMENT STATE OF ARIZONA

COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ____ __, THE ____ __ OF ESTRELLA COMMONS HOMEOWNERS ASSSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION.

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

NOTARY PUBLIC MY COMMISSION EXPIRES:

CERTIFICATION

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

FINAL PLAT APPROVAL

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

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

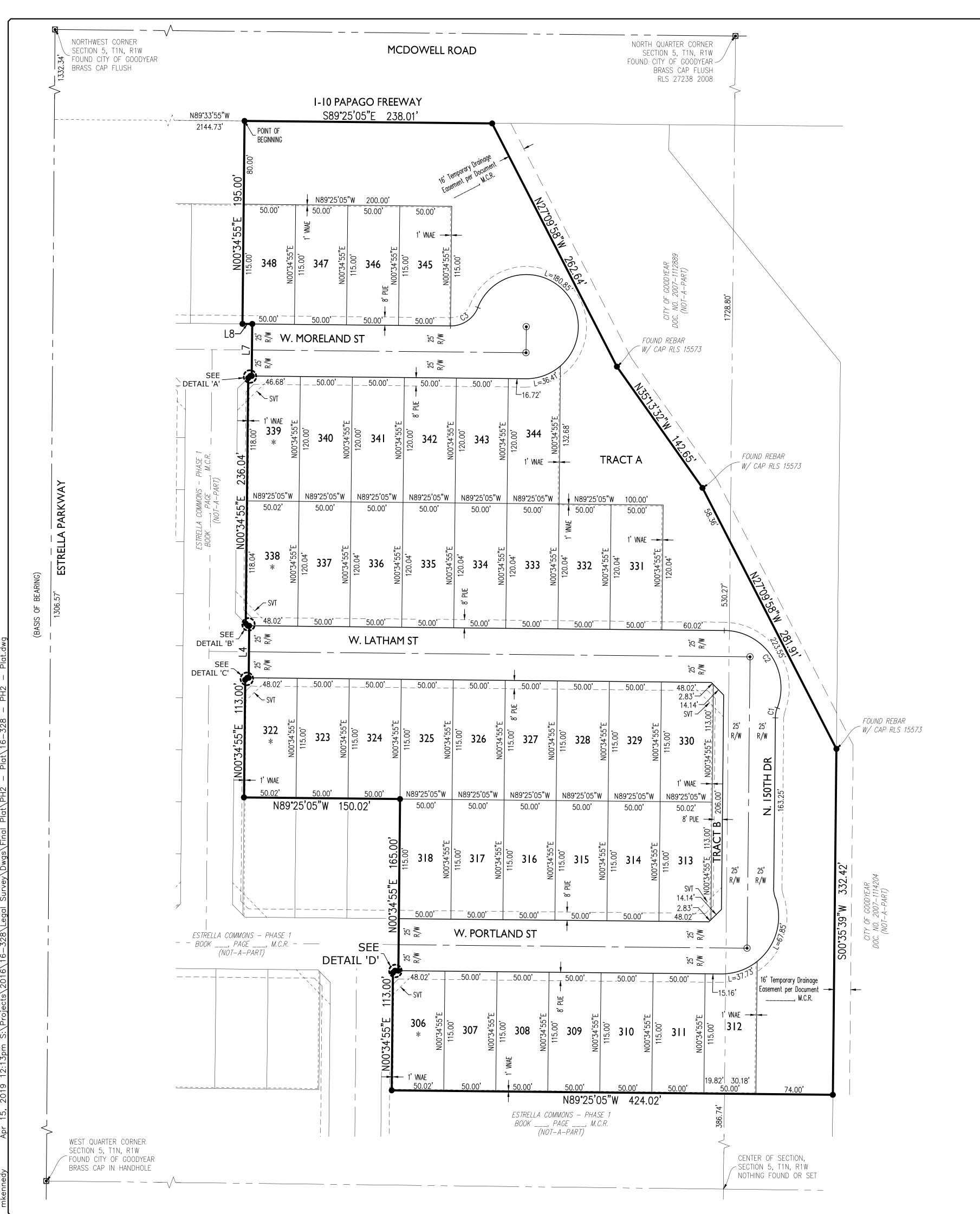
MAYOR: GEORGIA LORD BY: ______CITY CLERK: DARCIE MCCRACKEN

CITY ENGINEER: REBECCA ZOOK

16-328 FP0 I

Sheet No.

Revisions:



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG

LINE TABLE				
LINE	BEARING	LENGTH		
L1	N45°34'55"E	2.83'		
L2	S89°25'05"E	3.16'		
L3	N45°34'55"E	2.83'		
L4	N00°34'55"E	50.00'		
L5	S44°25'05"E	2.83'		
L6	S45°34'55"W	2.83'		
L7	N00°34'55"E	50.00'		
L8	N89°25'05"W	9.40'		

LOT AREA TABLE			LC	OT AREA T	ΓABLE	LC	OT AREA	TABLE
LOT #	AREA (SF)	AREA (AC)	LOT #	AREA (SF)	AREA (AC)	LOT #	AREA (SF)	AREA (AC
306	5,750	0.1320	323	5,750	0.1320	337	6,002	0.1378
307	5,750	0.1320	324	5,750	0.1320	338	6,002	0.1378
308	5,750	0.1320	325	5,750	0.1320	339	6,000	0.1378
309	5,750	0.1320	326	5,750	0.1320	340	6,000	0.1377
310	5,750	0.1320	327	5,750	0.1320	341	6,000	0.1377
311	5,750	0.1320	328	5,750	0.1320	342	6,000	0.1377
312	5,887	0.1352	329	5,750	0.1320	343	6,000	0.1377
313	5,750	0.1320	330	5,750	0.1320	344	6,133	0.1408
314	5,750	0.1320	331	6,002	0.1378	345	5,750	0.1320
315	5,750	0.1320	332	6,002	0.1378	346	5,750	0.1320
316	5,750	0.1320	333	6,002	0.1378	347	5,750	0.1320
317	5,750	0.1320	334	6,002	0.1378	348	5,750	0.1320
318	5,750	0.1320	335	6,002	0.1378			
322	5,750	0.1320	336	6,002	0.1378			
318	5,750	0.1320	335	6,002	0.1378	348	5,/50	(

	TRACT USE TABLE		
TRACT	USE	AREA (SF)	AREA (AC)
TRACT	LANDSCAPE, OPEN SPACE, PUE & DRAINAGE	78,570	1.8037
TRACT	LANDSCAPE, OPEN SPACE & PUE	2,160	0.0496

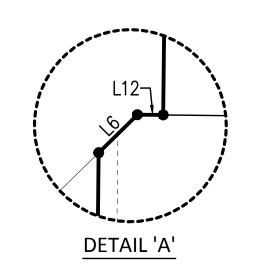
TOTAL TRACT AREA 80,730 S.F. 1.8533 AC. ALL TRACTS ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION

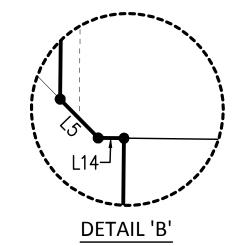
	6, BST 881 30 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	8' PUE — 25' R/W 25' R/W 20' * T15' ** T15' ** T15' ** T15' ** T15' **	
1	* - 2	12' x 12' CLIP SVT CLIP	
	= 01		

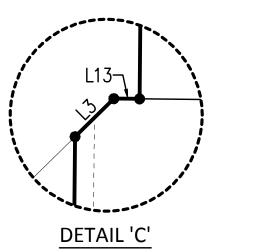
50' TYPICAL LOT LAYOUT

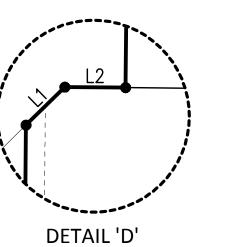
- SVT LOCAL TO LOCAL STREET INTERSECTIONS MAY HAVE A 33' x 33' UNOBSTRUCTED VIEW EASEMENT. NO OBJECT WITHIN VISIBILITY TRIANGLES MAY EXCEED 30" IN HEIGHT.
- * 20 FEET TO FRONT OF GARAGE
- ** 15 FEET TO TO LIVABLE SPACE
- *** 10 FEET TO SIDE ENTRY GARAGE OR FRONT PORCH

LEGEND	
©	FOUND MONUMENT AS NOTED
lacktriangle	SET BRASS CAP AT COMPLETION OF CONSTRUCT
•	CORNER OF SUBDIVISION, MONUMENT AS NOTED.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
*	SINGLE STORY ONLY
LH	RESTRICTED TO LEFT HAND SIDE DRIVEWAY
RH	RESTRICTED TO RIGHT HAND SIDE DRIVEWAY
	PLAT BOUNDARY
	CENTER LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	SEWER EASEMENT
	PEDESTRIAN ACCESS EASEMENT
	MATCH LINE

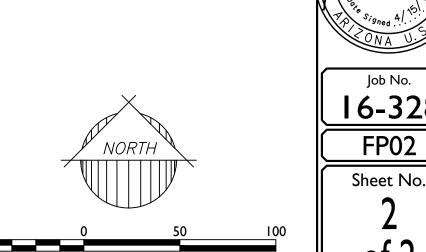












Revisions:

16-328 FP02 Sheet No.