

NOTES

1. 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.
2. NO STRUCTURES 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.
3. 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.
4. 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, 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 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.
5. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS 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.
6. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
7. 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.
8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
9. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
10. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. EXCLUDING POWER LINES 69 KV AND LARGER.
11. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH A CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
12. THE CITY IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE DEVELOPMENT.
13. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
14. LUKE AIR FORCE BASE SHALL HAVE AN OPPORTUNITY TO PROVIDE WRITTEN COMMENTS TO THE CITY OF GOODYEAR ON ALL INDUSTRIAL LAND USES WITHIN THIS DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. THIS DEVELOPMENT IS IN PROXIMITY TO THE ARIZONA MOTOR SPORTS PARK, GENERALLY LOCATED AT CAMELBACK ROAD & REEMS ROAD, THEREFORE, SUBJECT TO POTENTIAL NOISE INTRUSION IF THE USE IS EVER REACTIVATED IN THE FUTURE.
16. OWNER/DEVELOPER OF ANY BUILDING SITE SHALL FILE A NOTICE OF PROPOSED CONSTRUCTION IN COMPLIANCE WITH FEDERAL REGULATION 49 CFR PART 77 IF THE PROPOSED BUILDING, OR ANY CONSTRUCTION EQUIPMENT TO BE USED DURING ITS CONSTRUCTION, WILL EXCEED THE MAXIMUM HEIGHT FOR WHICH FILING SUCH NOTICE IS NOT REQUIRED, AND SHALL SUBMIT A COPY OF THE FILED NOTICE TO THE CITY WITH APPLICATION FOR BUILDING PERMIT.

FINAL PLAT  
OF  
"PV303 WEST II, PHASE 1"  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST  
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA §  
§  
COUNTY OF MARICOPA §

KNOW ALL MEN BY THESE PRESENTS:

THAT MPS OKTOBERFEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "PV303 WEST II, PHASE 1", SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS FINAL PLAT AS AND FOR THE PLAT OF SAID "PV303 WEST II, PHASE 1" 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, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

OWNER, ITS SUCCESSORS AND ASSIGNS, AS OWNER COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS: ALL OF THE AREAS IDENTIFIED ON THIS PLAT AS TDE (TEMPORARY DRAINAGE EASEMENT) THAT HAVE NOT OTHERWISE BEEN CREATED BY SEPARATE INSTRUMENT ARE HEREBY RESERVED FOR THE INSTALLATION OF DRAINAGE FACILITIES AND BASINS FOR THE EXCLUSIVE CONVEYANCE AND STORAGE OF STORM WATER ON THE PROPERTY BEING PLATTED HEREIN AND FROM THE PUBLIC RIGHTS-OF-WAY AS REQUIRED BY THE CITY OF GOODYEAR ENGINEERING STANDARDS AND DESIGN POLICIES AND GOODYEAR CITY CODE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO MAINTAIN SAID DRAINAGE FACILITIES AND RETENTION AREAS. 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, THEIR SUCCESSORS AND ASSIGNS AND SHALL PROVIDE STORM WATER CONVEYANCE AND STORAGE AS PRIVATE DRAINAGE FACILITIES AND PRIVATE RETENTION BASINS ADEQUATE TO CONVEY AND STORE DRAINAGE FROM THE PROPERTY BEING PLATTED HEREIN 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. THE DRAINAGE COVENANTS HEREIN MAY BE MODIFIED AND/OR TERMINATED PROVIDED RESTRICTIVE COVENANTS, CONSISTENT WITH THIS RESTRICTIVE COVENANT AND AS APPROVED BY THE CITY ATTORNEY OR HIS DESIGNEE, ARE ESTABLISHED WITHIN THE PROPERTY BEING PLATTED HEREIN THAT PROVIDES FOR THE NECESSARY DRAINAGE FACILITIES NEEDED TO ACCOMMODATE THE STORM WATER ON SUCH PROPERTY FROM A 100 YEAR 6 HOUR STORM EVENT AND STORM WATER RUN-OFF FROM THE ROADWAYS ADJACENT TO THE PROPERTY IN CONFORMANCE WITH APPROVED IMPROVEMENT PLANS ON FILE WITH THE CITY OF GOODYEAR "APPROVED PLANS." OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF THE RELOCATED REPLACEMENT DRAINAGE FACILITIES. THESE COVENANTS CAN BE ENFORCED OR REMOVED BY 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 AND REASONABLE ATTORNEYS' FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT OWNER(S) OF ALL OR PORTIONS OF THE PROPERTY BEING PLATTED HEREIN.

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 EASEMENTS 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 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 CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

GRANTEE SHALL HOLD GRANTOR AND OWNERS OF ANY PART OF THE PREMISES HARMLESS FROM DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, WHICH RESULT FROM GRANTEE'S 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 DAMAGES 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 CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

MPS OKTOBERFEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 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 \_\_\_\_\_, 2019.

MPS OKTOBERFEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: MS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,  
ITS MANAGER

BY: MERIT 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,  
ITS MANAGER

BY: MERIT PARTNERS, INC., AN ARIZONA CORPORATION,  
ITS MANAGER

BY: \_\_\_\_\_  
KEVIN CZERWINSKI, ITS PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA §  
§  
COUNTY OF MARICOPA §

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED KEVIN CZERWINSKI, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF MPS OKTOBERFEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

LENDER'S CONSENT AND SUBORDINATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ DOCUMENT NO. 2018-0013736 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 ANY WAY, 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.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

ACKNOWLEDGEMENT

STATE OF ARIZONA §  
§  
COUNTY OF MARICOPA §

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_ AS \_\_\_\_\_ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, FOR THE PURPOSES CONTAINED HEREIN.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
GEORGIA LORD, MAYOR DARCIE MCCrackEN, CITY CLERK

APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
REBECCA ZOOK, CITY ENGINEER

LIBERTY UTILITIES RATIFICATION

BY THIS RATIFICATION AND CONSENT, LIBERTY UTILITIES, AN ARIZONA CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE DEDICATION OF THE LIBERTY WATER AND SEWER EASEMENTS REFLECTED HEREIN, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

LIBERTY UTILITIES, AN ARIZONA CORPORATION

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OWNER:

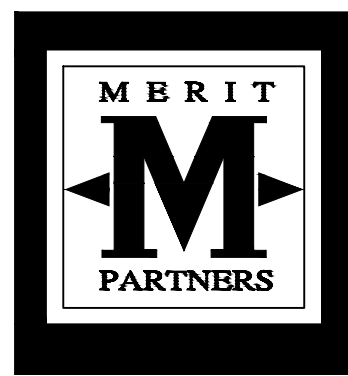
**MPS OKTOBERFEST, LLC**  
2555 E. Camelback Road, Ste. 180  
Phoenix, AZ 85016

SHEET INDEX

SHEET 1 COVER

SHEET 2 PLAT

DEVELOPER:

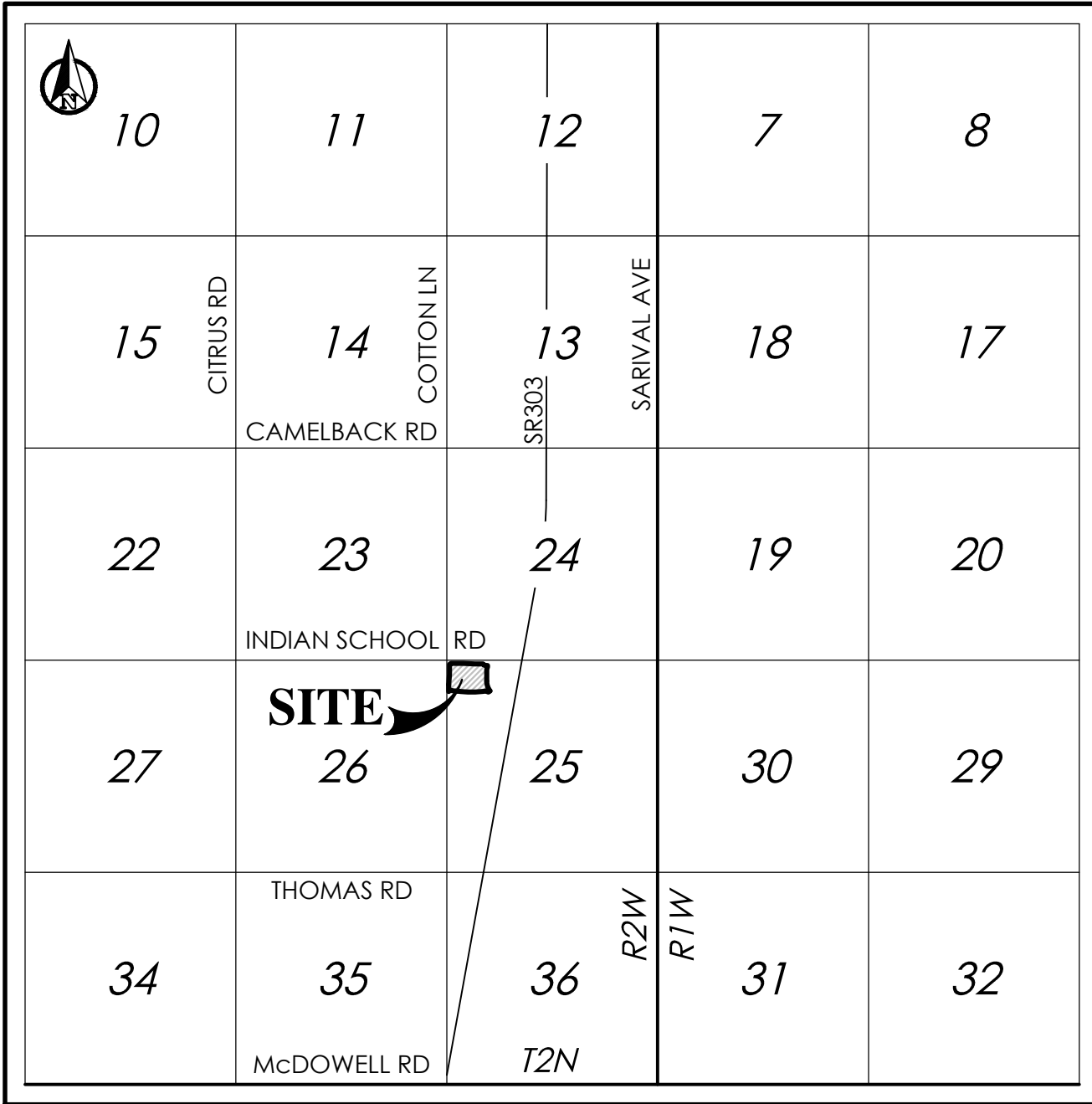


2555 E. Camelback Road, Ste. 180  
Phoenix, AZ 85016

AREA SUMMARY	
GROSS ACREAGE	15.174 ACRES

UTILITY SERVICES

WATER \_\_\_\_\_ LIBERTY UTILITIES  
SEWER \_\_\_\_\_ LIBERTY UTILITIES  
ELECTRIC \_\_\_\_\_ ARIZONA PUBLIC SERVICE COMPANY  
GAS \_\_\_\_\_ SOUTHWEST GAS COMPANY  
TELEPHONE \_\_\_\_\_ CENTURY LINK  
SOLID WASTE DISPOSAL \_\_\_\_\_ COMMERCIAL HAULER  
POLICE PROTECTION \_\_\_\_\_ CITY OF GOODYEAR  
(AND PRIVATE PATROL)  
FIRE PROTECTION AND  
EMERGENCY SERVICES DISPATCH - CITY OF GOODYEAR  
CABLE TELEVISION \_\_\_\_\_ COX COMMUNICATIONS



VICINITY MAP  
N.T.S.

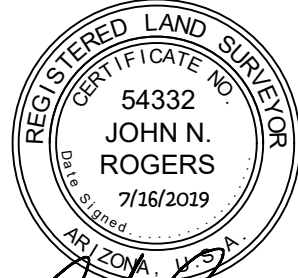
SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS. ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: LANCE C. DICKSON, R.L.S. #46643  
ARIZONA SURVEYING AND MAPPING  
2440 W. MISSION LANE, SUITE 4  
PHOENIX, ARIZONA 85021  
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



BY: JOHN N. ROGERS, R.L.S. #54332  
GOODWIN AND MARSHALL, INC.  
2705 S. ALMA SCHOOL RD., STE. 2  
CHANDLER, ARIZONA 85286  
(602) 218-7285

NOTE:  
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

ACKNOWLEDGEMENT

STATE OF ARIZONA §  
§  
COUNTY OF MARICOPA §

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED THAT HE/SHE IS THE \_\_\_\_\_ FOR LIBERTY UTILITIES, AN ARIZONA CORPORATION DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING AS PARTNER.

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

BY: \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

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

SHEET 1 OF 2

PREPARED BY:

**GOODWIN AND MARSHALL**  
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 218-7285

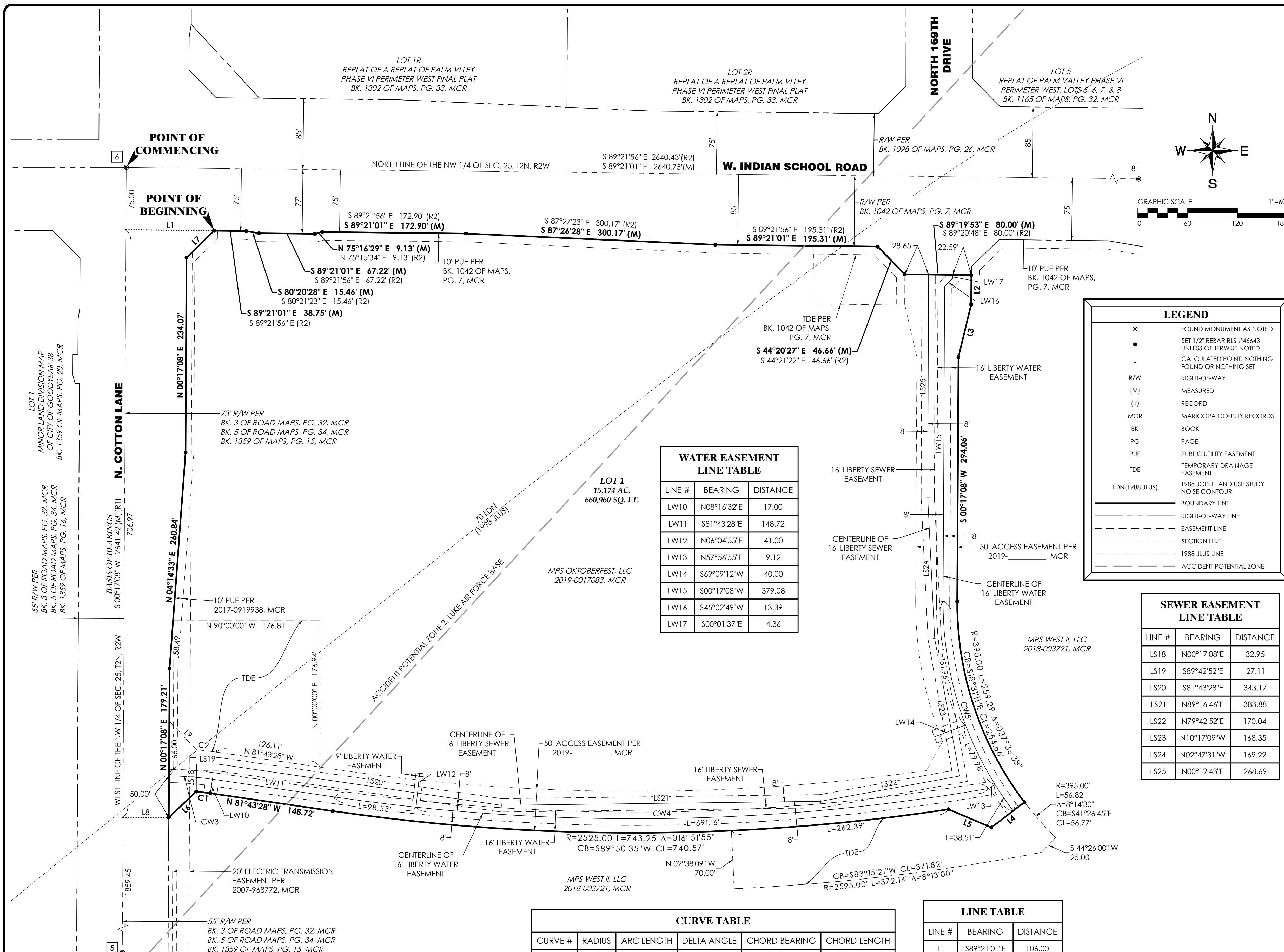
SURVEYED BY:



**Arizona Surveying and Mapping**  
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021  
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

"FINAL PLAT OF PV303 WEST II, PHASE 1"

CASE NO. 18-520-00029  
W:\10815A - PV303 West II\COGO\FINAL PLAT\PHASE 1\PLAT.dwg



**LEGAL DESCRIPTION**

All that certain lot, tract, or parcel of land, situated in a portion of the Northwest Quarter of Section 25, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

**COMMENCING** at a found City of Goodyear brass cap flush for the Northwest corner of said Section 25, from which a found aluminum cap for the West Quarter corner of said Section 25 bears South 00 deg. 17 min. 08 sec. West (Basis of Bearings) - 2641.42 feet;

**THENCE** South 00 deg. 17 min. 08 sec. West along the West line of the Northwest Quarter of said Section 25, a distance of 75.00 feet;

**THENCE** South 89 deg. 21 min. 01 sec. East departing said West line, a distance of 106.00 feet to the **TRUE POINT OF BEGINNING**, said point being in the South right-of-way line of Indian School Road as shown in the Map of Dedication recorded in Book 1042 of maps, Page 7, MCR;

**THENCE** South 89 deg. 21 min. 01 sec. East along said South right-of-way line and being 75.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 25, a distance of 38.75 feet;

**THENCE** South 80 deg. 20 min. 28 sec. East along said South right-of-way line, a distance of 15.46 feet;

**THENCE** South 89 deg. 21 min. 1 sec. East along said South right-of-way line and being 77.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 25, a distance of 67.22 feet;

**THENCE** North 75 deg. 16 min. 29 sec. East along said South right-of-way line, a distance of 9.13 feet;

**THENCE** South 89 deg. 21 min. 1 sec. East along said South right-of-way line and being 75.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 25, a distance of 172.90 feet;

**THENCE** South 87 deg. 26 min. 28 sec. East along said South right-of-way line, a distance of 300.17 feet;

**THENCE** South 89 deg. 21 min. 1 sec. East along said South right-of-way line and being 85.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 25, a distance of 195.31 feet;

**THENCE** South 44 deg. 20 min. 27 sec. East along said South right-of-way line, a distance of 46.66 feet;

**THENCE** South 89 deg. 19 min. 53 sec. East along said South right-of-way line, a distance of 80.00 feet;

**THENCE** South 0 deg. 17 min. 8 sec. West departing said South right-of-way line, a distance of 35.48 feet;

**THENCE** South 13 deg. 36 min. 10 sec. West, a distance of 65.12 feet;

**THENCE** South 0 deg. 17 min. 8 sec. West, a distance of 294.06 feet for a Point of Curvature of a circular curve to the left, having a radius of 395.00 feet, a central angle of 37 deg. 36 min. 38 sec., and being subtended by a chord which bears South 18 deg. 31 min. 11 sec. East - 254.66 feet;

**THENCE** in a Southerly direction along said curve to the left, a distance of 259.29 feet;

**THENCE** South 52 deg. 40 min. 30 sec. West radial to said curve, a distance of 50.00 feet;

**THENCE** North 67 deg. 4 min. 56 sec. West, a distance of 56.04 feet for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,525.00 feet, a central angle of 16 deg. 51 min. 55 sec., and being subtended by a chord which bears South 89 deg. 50 min. 35 sec. West - 740.57 feet;

**THENCE** in a Westerly direction along said curve to the right, a distance of 743.25 feet;

**THENCE** North 81 deg. 43 min. 28 sec. West tangent to said curve, a distance of 148.72 feet for a Point of Curvature of a circular curve to the left, having a radius of 358.89 feet, a central angle of 2 deg. 43 min. 11 sec., and being subtended by a chord which bears North 83 deg. 5 min. 3 sec. West - 17.03 feet;

**THENCE** in a Westerly direction along said curve to the left, a distance of 17.04 feet;

**THENCE** South 46 deg. 36 min. 11 sec. West non-tangent to said curve, a distance of 45.58 feet to the East right-of-way line of North Cotton Lane as shown in the Map of Dedication recorded in Book 1359 of Maps, Page 15, MCR;

**THENCE** North 0 deg. 17 min. 8 sec. East along said East right-of-way line, being 55.00 feet East of and parallel with the West line of the Northwest Quarter of said Section 25, a distance of 179.21 feet;

**THENCE** North 4 deg. 14 min. 33 sec. East along said East right-of-way line, a distance of 260.84 feet;

**THENCE** North 0 deg. 17 min. 8 sec. East along said East right-of-way line, being 73.00 feet East of and parallel with the West line of the Northwest Quarter of said Section 25, a distance of 234.07 feet;

**THENCE** North 45 deg. 28 min. 10 sec. East along said East right-of-way line, a distance of 46.52 feet to the **POINT OF BEGINNING**, containing 660,960 square feet or 15.174 acres of land, more or less.

**SHEET 2 OF 2**

**MONUMENT NOTES:**

5 FOUND 3" ARIZONA DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE AT THE WEST QUARTER CORNER OF SECTION 25, T2N, R2W

6 FOUND CITY OF GOODYEAR BRASS CAP FLUSH FOR THE NORTHWEST CORNER OF SECTION 25, T2N, R2W, AT THE INTERSECTION OF INDIAN SCHOOL ROAD AND COTTON LANE

8 FOUND BRASS CAP IN HANDHOLE FOR THE NORTH QUARTER CORNER OF SECTION 25, T2N, R2W

**RECORD DOCUMENTS**

(R1) MAP OF DEDICATION OF NORTH COTTON LANE, RECORDED IN BOOK 1359 OF MAPS, PAGE 15, MCR.

(R2) MAP OF DEDICATION OF INDIAN SCHOOL ROAD PALM VALLEY 303, RECORDED IN BOOK 1042 OF MAPS, PAGE 7, MCR

**BASIS OF BEARINGS**

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING: SOUTH 00°17'08" WEST

LINE #	BEARING	DISTANCE
LW10	N08°16'32"E	17.00
LW11	S81°43'28"E	148.72
LW12	N06°04'55"E	41.00
LW13	N57°56'55"E	9.12
LW14	S69°09'12"W	40.00
LW15	S00°17'08"W	379.08
LW16	S45°02'49"W	13.39
LW17	S00°01'37"E	4.36

LINE #	BEARING	DISTANCE
LS18	N00°17'08"E	32.95
LS19	S89°42'52"E	27.11
LS20	S81°43'28"E	343.17
LS21	N89°16'46"E	383.88
LS22	N79°42'52"E	170.04
LS23	N10°17'09"W	168.35
LS24	N02°47'31"W	169.22
LS25	N00°12'43"E	268.69

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	358.89	17.04	2°43'11"	N83°05'03"W	17.03
C2	408.89	24.01	3°21'53"	S83°24'24"E	24.01

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
CW3	375.89	52.42	7°59'24"	S85°43'10"E	52.38
CW4	2508.00	789.69	18°02'26"	N89°15'19"E	786.43
CW5	412.00	270.45	37°36'38"	S18°31'11"E	265.62

LINE #	BEARING	DISTANCE
L1	S89°21'01"E	106.00
L2	S00°17'08"W	35.48
L3	S13°36'10"W	65.12
L4	S52°40'30"W	50.00
L5	N67°04'56"W	56.04
L6	S46°36'11"W	45.58
L7	N45°28'10"E	46.52
L8	N89°42'52"W	55.00
L9	N43°33'29"W	47.60

REGISTERED LAND SURVEYOR  
54332  
JOHN N. ROGERS  
7/16/2019

REGISTERED LAND SURVEYOR  
46643  
LANCE C. DICKSON  
7/16/2019

PREPARED BY:

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"FINAL PLAT OF PV303 WEST II, PHASE I"

CASE NO. 18-520-00029  
W\10815A - PV303 West II COGO FINAL PLAT\PHASE I\PLAT.dwg