

FINAL PLAT
OF
"FIRST PARK PV303, PHASE 1"

BEING ALL OF LOT 1 AND PART OF LOT 2 OF THE MINOR LAND DIVISION MAP OF PV303 WEST III-A RECORDED IN BOOK 1359 OF MAPS, PAGE 21, MCR, ALL OF LOTS 1 AND 2 OF THE MINOR LAND DIVISION MAP OF CITY OF GOODYEAR 38 RECORDED IN BOOK 1359 OF MAPS, PAGE 20, MCR, AND APPROXIMATELY 4.923 ACRES OF UNSUBDIVIDED LAND TO THE SOUTHEAST OF LOT 2 OF THE MINOR LAND DIVISION MAP OF PV303 WEST III-A RECORDED IN BOOK 1359 OF MAPS, PAGE 21, MCR, AND SITUATED IN A PORTION OF SECTION 26, 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 DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THE OWNER OF LOT 2 FIRST PARK PV303 SHOWN HEREIN AND THAT AI ARIZONA DC LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THE OWNER OF LOT 1 FIRST PARK PV303 AND TRACT A SHOWN HEREIN, HAVE SUBDIVIDED UNDER THE NAME OF "FIRST PARK PV303, PHASE 1", BEING ALL OF LOT 1 AND PART OF LOT 2 OF THE MINOR LAND DIVISION MAP OF PV303 WEST III-A RECORDED IN BOOK 1359 OF MAPS, PAGE 21, MCR, ALL OF LOTS 1 AND 2 OF THE MINOR LAND DIVISION MAP OF CITY OF GOODYEAR 38 RECORDED IN BOOK 1359 OF MAPS, PAGE 20, MCR, AND APPROXIMATELY 4.923 ACRES OF UNSUBDIVIDED LAND TO THE SOUTHEAST OF LOT 2 OF THE MINOR LAND DIVISION MAP OF PV303 WEST III-A RECORDED IN BOOK 1359 OF MAPS, PAGE 21, MCR, AND SITUATED IN A PORTION OF SECTION 26, 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 "FIRST PARK PV303, 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.

OWNERS, 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.

OWNERS, 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 EASEMENT ("PUE") IN LOTS AND TRACTS, 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.

OWNER OF LOT 1 FIRST PARK PV303 AND TRACT A HEREIN, ITS SUCCESSORS AND ASSIGNS, AS OWNER OF ALL OR PART OF LOT 1 FIRST PARK PV303 AND TRACT A, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS: ALL OF THE AREAS IDENTIFIED IN LOT 1 FIRST PARK PV303 OF 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 ADJACENT PUBLIC RIGHTS-OF-WAY AS REQUIRED BY THE CITY OF GOODYEAR'S 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 ON LOT 1 DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED AND MAINTAINED BY THE OWNER. THEIR SUCCESSORS AND ASSIGNS 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 ADJACENT 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 OF LOT 1 FIRST PARK PV303 AND TRACT A 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. THE TEMPORARY DRAINAGE EASEMENTS IDENTIFIED ON LOT 1 OF THIS PLAT SHALL TERMINATE UPON COMPLETION OF DEVELOPMENT OF LOT 1 IN CONFORMANCE WITH PLANS APPROVED BY THE CITY AND RECORDATION OF RESTRICTIVE COVENANTS CONSISTENT WITH THE LANGUAGE HEREIN OVER THE AREA OF THE PERMANENT DRAINAGE FACILITIES.

OWNER OF LOT 2 FIRST PARK PV303 HEREIN, ITS SUCCESSORS AND ASSIGNS, AS OWNER OF ALL OR PART OF LOT 2 FIRST PARK PV303, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS: ALL OF THE AREAS IDENTIFIED IN LOT 2 FIRST PARK PV303 OF THIS PLAT AS TDE (TEMPORARY DRAINAGE EASEMENT) THAT HAVE NOT OTHERWISE BEEN CREATED BY SEPARATE INSTRUMENT ARE HEREBY

DEDICATION CONT...

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 ADJACENT PUBLIC RIGHTS-OF-WAY AS REQUIRED BY THE CITY OF GOODYEAR'S 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 ON LOT 2 DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED AND MAINTAINED BY THE OWNER. THEIR SUCCESSORS AND ASSIGNS 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 ADJACENT 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 OF LOT 2 FIRST PARK PV303 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. THE TEMPORARY DRAINAGE EASEMENTS IDENTIFIED ON LOT 2 OF THIS PLAT SHALL TERMINATE UPON COMPLETION OF DEVELOPMENT OF LOT 1 IN CONFORMANCE WITH PLANS APPROVED BY THE CITY AND RECORDATION OF RESTRICTIVE COVENANTS CONSISTENT WITH THE LANGUAGE HEREIN OVER THE AREA OF THE PERMANENT DRAINAGE FACILITIES.

OWNER OF LOT 2 FIRST PARK PV303 INCLUDING ITS SUCCESSORS AND ASSIGNS HEREBY DEDICATES TO THE CITY OF GOODYEAR A TEMPORARY TURNAROUND EASEMENT (TTE) OVER, UNDER AND ACROSS LOT 2 FIRST PARK PV303 AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE PURPOSES OF: (I) CONSTRUCTING, ALTERING, EXTENDING, RELOCATION, MAINTAINING, AND USING PUBLIC STREET IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURBS, SIDEWALKS, AND OTHER APPURTENANCES THERETO; (II) INGRESS AND EGRESS; AND (III) VEHICULAR TRAVEL BY THE PUBLIC. THIS TEMPORARY TURNAROUND EASEMENT SHALL BE TERMINATED ONCE THE STREET ADJOINING THE STREET TURNAROUND IS EXTENDED TO PROVIDE A CONTINUING OR THROUGH MEANS OF VEHICULAR TRAVEL BY THE PUBLIC AND ONCE OWNER HAS INSTALLED, WITHIN THE SECTION OF OSBORN ROAD ADJACENT TO THE TEMPORARY TURNAROUND EASEMENT BEING ABANDONED, THOSE IMPROVEMENTS REQUIRED IN THE ENGINEERING DESIGN STANDARDS AND POLICIES FOR THE APPLICABLE STREET SECTION, SUCH AS SIDEWALKS AND LANDSCAPING.

TRACT A IS HEREBY DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON SHEET 3 OF THIS FINAL PLAT. SAID TRACT, SHALL BE OWNED BY AI ARIZONA DC, LLC AND THE 40' RECIPROCAL ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2018-0480627, MCR IS TO BE MAINTAINED BY DRI FR GOODYEAR, LLC.

PERPETUAL 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 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 LIMITS OF THE EASEMENTS DUE TO REPAIR, REPLACEMENT, CONSTRUCTION OR RELOCATION OF THE GRANTEE OWNED WATER AND SEWER LINES.

GRANTEES SHALL HOLD GRANTOR AND OWNERS OF ANY PART OF THE PREMISES

DEDICATION CONT...

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'S 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.

PERPETUAL WATER EASEMENT ("EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO EPCOR WATER ARIZONA INC. AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER 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 OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS, UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE. ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

DRI FR GOODYEAR, LLC, A DELAWARE 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.

DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER

BY: _____

NAME: _____

ITS: _____

AI ARIZONA DC LLC, A DELAWARE 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.

AI ARIZONA DC LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ALDI (ARIZONA) LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER

BY: ALDI INC., AN ILLINOIS CORPORATION
ITS: SOLE MEMBER

BY: _____

NAME: _____

ITS: _____

APPROVALS

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

THIS ____ DAY OF _____, 2019

BY: _____ ATTEST: _____
MAYOR CLERK

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

THIS ____ DAY OF _____, 2019

BY: _____
CITY ENGINEER

ACKNOWLEDGEMENT

STATE OF ILLINOIS §
COUNTY OF COOK §

ON THIS ____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF DRI FR GOODYEAR, 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 _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS §
COUNTY OF KANE §

ON THIS ____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ALDI INC., AN ILLINOIS CORPORATION, SOLE MEMBER OF ALDI (ARIZONA) LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SOLE MEMBER OF AI ARIZONA DC 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

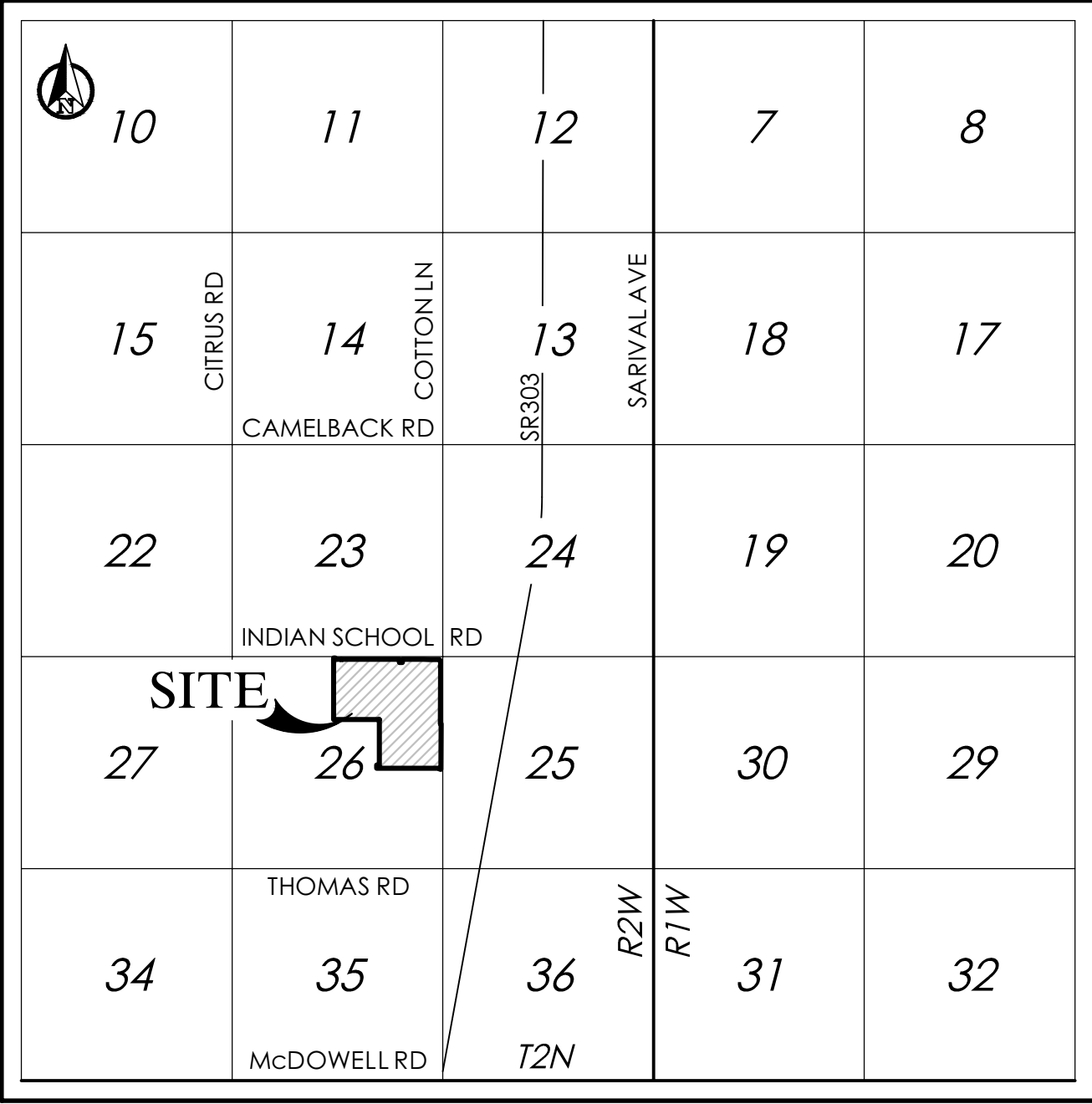
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

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SHEET 4-5	PLAT

OWNER:
AI ARIZONA DC, LLC
5115 Parkcenter Ave., Ste. 265
Dublin, OH 43017
(614) 943-7850

OWNER/DEVELOPER:
DRI FR GOODYEAR, LLC
311 South Wacker Drive, 39th Floor
Chicago, IL 60606
(312) 344-4300

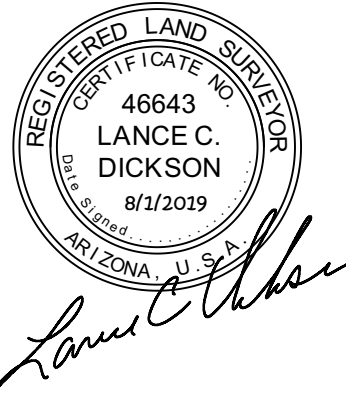


VICINITY MAP
N.T.S.

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.

UTILITY SERVICES

WATER _____ EPCOR
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

SHEET 1 OF 5

PREPARED BY:

GOODWIN &
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 FIRST PARK PV303, PHASE 1"

CASE NO.
18-520-00023

W:\10808A - PV303 West III - Merit\COGO\FIRST PARK PV303\FIRST PARK FPL\PHASE 1\LOW

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.

NOTES CONT...

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.
17. THE STREET IN TRACT A IS A PRIVATE STREET, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER THEREOF. AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITY UNLESS ALL STREET IMPROVEMENTS AND RIGHTS-OF-WAYS MEET CURRENT APPLICABLE CITY STANDARDS.

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, being all of Lot 1 and part of Lot 2 of the Minor Land Division Map of PV303 West III-A recorded in Book of Maps, Page 21, MCR, all of Lots 1 and 2 of the Minor Land Division Map of City of Goodyear 38 recorded in Book 1359 of Maps, Page 21, MCR, and situated in a portion of Section 26, 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 Northeast corner of said Section 26, from which a found Arizona Department of Transportation brass cap in handhole for the East Quarter corner of said Section 26 bears South 0 deg. 17 min. 8 sec. West (Basis of Bearings) - 2641.42 feet;

THENCE South 0 deg. 17 min. 8 sec. West along the East line of the Northeast Quarter of said Section 26, a distance of 109.32 feet;

THENCE North 89 deg. 42 min. 52 sec. West departing said East line, a distance of 55.00 feet to the most easterly Northeast corner of said Lot 1 of City of Goodyear 38, said point being the **TRUE POINT OF BEGINNING**;

THENCE in a southerly direction along the East lines of Lot 1 and Lot 2 of said Goodyear 38 the following eight (8) courses;

South 0 deg. 17 min. 8 sec. West being 55.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 26, a distance of 60.69 feet;

South 9 deg. 12 min. 58 sec. West, a distance of 12.88 feet;

South 0 deg. 17 min. 8 sec. West being 57.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 26, a distance of 42.51 feet;

North 89 deg. 42 min. 52 sec. West, a distance of 6.00 feet;

South 0 deg. 17 min. 8 sec. West being 63.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 26, a distance of 25.00 feet;

South 15 deg. 5 min. 26 sec. East, a distance of 10.37 feet;

South 89 deg. 42 min. 52 sec. East, a distance of 5.25 feet;

South 0 deg. 17 min. 8 sec. West being 55.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 26, a distance of 1,415.27 feet to the Southeast corner of Lot 2 of said Goodyear 38 and being in the most easterly Northline of Lot 2 of said PV303 West III-A;

THENCE South 89 deg. 59 min. 49 sec. East along the Northline of said Lot 2 of PV303 West III-A, a distance of 22.00 feet to the most easterly Northeast corner of same;

THENCE South 0 deg. 17 min. 8 sec. West along the East line of said Lot 2 of PV303 West III-A and being 33.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 26, a distance of 966.17 feet to the Southeast corner of said Lot 2;

THENCE South 0 deg. 15 min. 40 sec. West being 33.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 26, a distance of 165.51 feet;

THENCE North 89 deg. 45 min. 08 sec. West, a distance of 22.00 feet;

THENCE North 44 deg. 52 min. 10 second West, a distance of 42.33 feet;

THENCE West, a distance of 1,552.34 feet;

THENCE North, a distance of 80.00 feet;

THENCE East, a distance of 70.00 feet;

THENCE North, a distance of 1,132.78 feet;

THENCE North 89 deg. 59 min. 41 sec. West, a distance of 1,142.81 feet;

THENCE North 0 deg. 0 min. 19 sec. East, a distance of 1,531.08 feet to the Northline of Lot 2 of said PV303 West III-A;

THENCE South 89 deg. 59 min. 41 sec. East along said Northline and being 33.00 feet South of and parallel with the Northline of the Northwest Quarter of said Section 26, a distance of 40.00 feet to the most northerly Northeast corner of same;

THENCE South 0 deg. 0 min. 19 sec. West along the most northerly East line of said Lot 2 of PV303 West III-A, a distance of 32.00 feet to an ell corner of same;

LEGAL DESCRIPTION CONT...

THENCE South 89 deg. 59 min. 41 sec. East along the Northline of said Lot 2 of PV303 West III-A and being 65.00 feet South of and parallel with the Northline of the Northwest Quarter of said Section 26, a distance of 43.91 feet to a point in the Northline of Lot 1 of said PV303 West III-A;

THENCE in an easterly direction along the Northline of said Lot 1 of PV303 West III-A the following nine (9) courses;

South 89 deg. 59 min. 49 sec. East being 65.00 feet South of and parallel with the Northline of the Northeast Quarter of said Section 26, a distance of 32.60 feet;

South 81 deg. 3 min. 58 sec. East, a distance of 25.77 feet;

South 89 deg. 59 min. 49 sec. East being 69.00 feet South of and parallel with the Northline of the Northeast Quarter of said Section 26, a distance of 40.62 feet;

South 0 deg. 0 min. 11 sec. West, a distance of 6.00 feet;

South 89 deg. 59 min. 49 sec. East being 75.00 feet South of and parallel with the Northline of the Northeast Quarter of said Section 26, a distance of 26.89 feet;

North 74 deg. 37 min. 37 sec. East, a distance of 8.41 feet;

North 0 deg. 0 min. 11 sec. East, a distance of 6.22 feet;

North 74 deg. 37 min. 37 sec. East, a distance of 5.83 feet;

South 89 deg. 59 min. 49 sec. East being 65.00 feet South of and parallel with the Northline of the Northeast Quarter of said Section 26, a distance of 1,416.25 feet to an ell corner of Lot 1 of said Goodyear 38;

THENCE in an easterly direction along the Northline of said Lot 1 of Goodyear 38 the following seven (7) courses;

South 0 deg. 17 min. 8 sec. West, a distance of 78.00 feet;

South 89 deg. 59 min. 49 sec. East being 143.00 feet South of and parallel with the Northline of the Northeast Quarter of said Section 26, a distance of 75.00 feet;

North 0 deg. 17 min. 8 sec. East, a distance of 78.00 feet;

South 89 deg. 59 min. 49 sec. East being 65.00 feet South of and parallel with the Northline of the Northeast Quarter of said Section 26, a distance of 520.56 feet;

South 86 deg. 10 min. 58 sec. East, a distance of 165.36 feet;

South 89 deg. 59 min. 49 sec. East being 76.00 feet South of and parallel with the Northline of the Northeast Quarter of said Section 26, a distance of 235.36 feet;

South 44 deg. 51 min. 20 sec. East, a distance of 46.62 feet to the **POINT OF BEGINNING**, containing 5,853,540 square feet or 134.379 acres of land, more or less.

LIBERTY UTILITIES RATIFICATION

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

LIBERTY UTILITIES, AN ARIZONA CORPORATION

BY: _____

NAME: _____

TITLE: _____

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 _____

EPCOR RATIFICATION

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

EPCOR WATER ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA §

§

COUNTY OF MARICOPA §

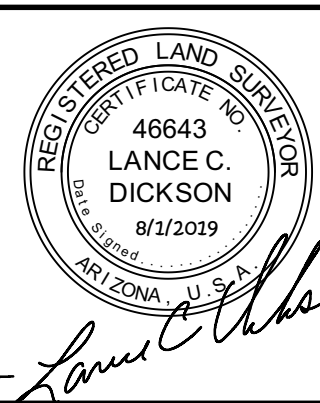
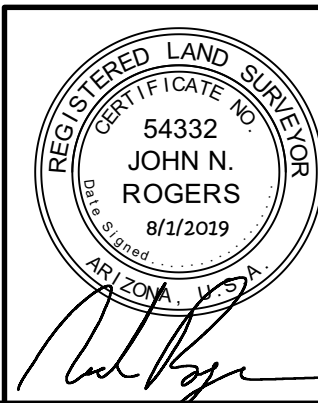
ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED THAT HE/SHE IS THE _____ FOR EPCOR WATER ARIZONA, INC., AN ARIZONA CORPORATION DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING AS PARTNER.

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

By: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES _____

SHEET 2 OF 5



PREPARED BY:

GOODWIN AND
MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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

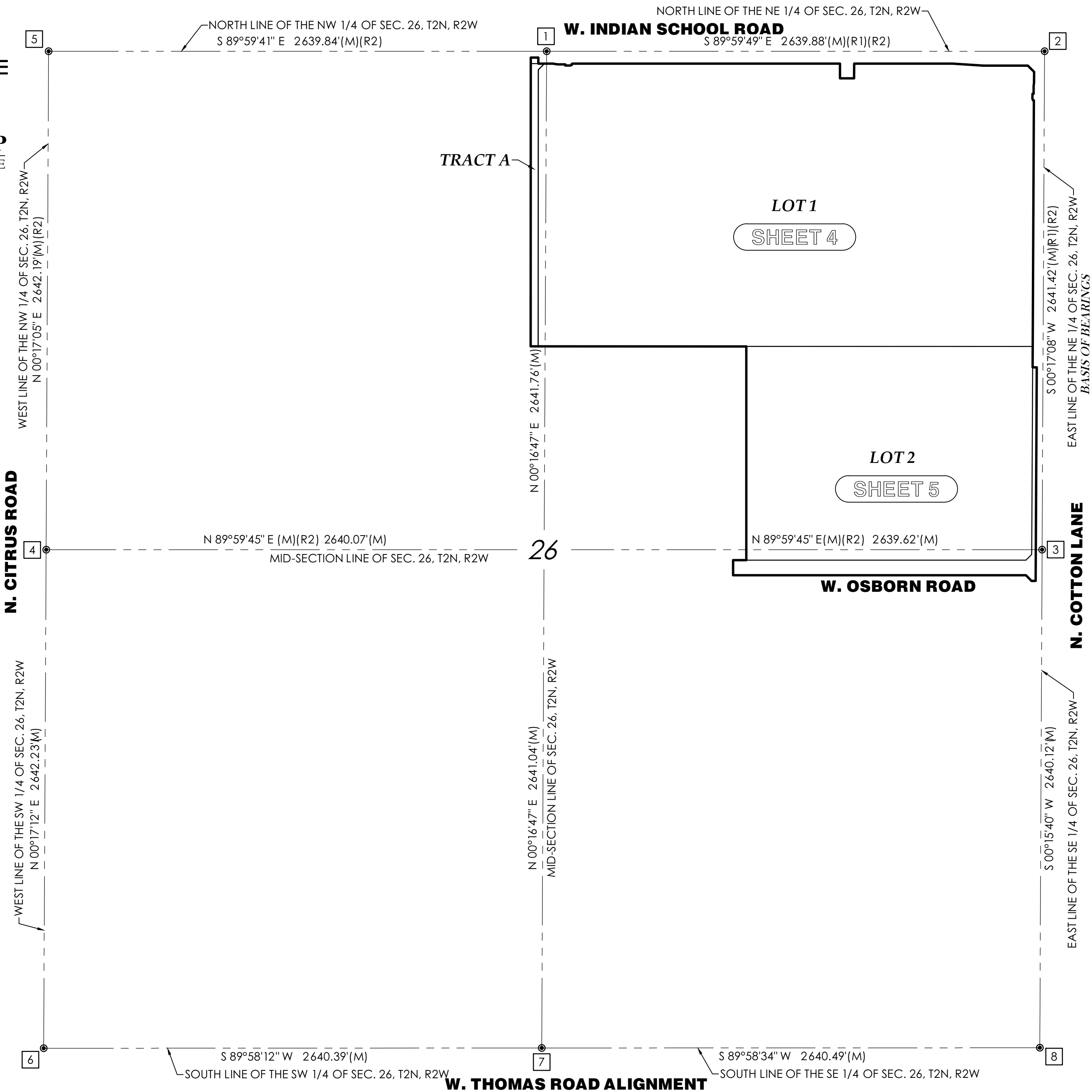
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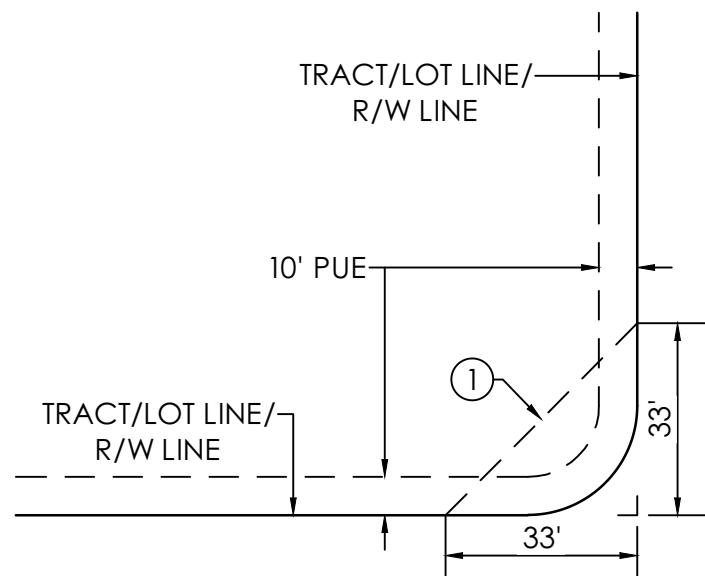
Arizona Surveying and Mapping
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°42'52"W	55.00
L2	S89°59'45"W	33.00
L3	S00°17'08"W	60.69
L4	S09°12'58"W	12.88
L5	S00°17'08"W	42.51
L6	N89°42'52"W	6.00
L7	S00°17'08"W	25.00
L8	S15°05'24"E	10.37
L9	S89°42'52"E	5.25
L10	S89°59'49"E	22.00
L11	S00°15'40"W	165.51
L12	N89°45'08"W	22.00
L13	N44°52'10"W	42.33
L14	N00°00'00"E	80.00
L15	N90°00'00"E	70.00
L16	S89°59'41"E	40.00
L17	S00°00'19"W	32.00
L18	S89°59'41"E	43.91
L19	S89°59'49"E	32.60
L20	S81°03'58"E	25.77
L21	S89°59'49"E	40.62
L22	S00°00'11"W	6.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L23	S89°59'49"E	26.89
L24	N74°37'37"E	8.41
L25	N00°00'11"E	6.22
L26	N74°37'37"E	5.83
L27	S00°17'08"W	78.00
L28	S89°59'49"E	75.00
L29	N00°17'08"E	78.00
L30	S44°51'20"E	46.62
L31	N45°07'50"E	42.52
L32	N00°15'40"E	25.68
L33	N45°00'19"E	46.67
L34	N89°59'41"W	40.00
L35	N89°42'52"W	140.00
L36	N00°17'08"E	111.00
L37	N89°42'52"W	140.00
L38	N00°00'00"E	115.00
L39	N90°00'00"W	105.00
L40	N00°00'00"E	115.00
L41	N00°00'00"E	115.00
L42	N90°00'00"W	105.00
L43	N00°00'00"E	115.00



LEGEND	
●	FOUND MONUMENT AS NOTED
•	SET 1/2" REBAR RLS #46643 UNLESS OTHERWISE NOTED
◦	CALCULATED POINT, NOTHING FOUND OR NOTHING SET
⊙	SET BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
R/W	RIGHT-OF-WAY
(M)	MEASURED
(R)	RECORD
MCR	MARICOPA COUNTY RECORDS
BK	BOOK
PG	PAGE
PUE	PUBLIC UTILITY EASEMENT
TDE	TEMPORARY DRAINAGE EASEMENT
LSE	LANDSCAPE EASEMENT
TTE	TEMPORARY TURNAROUND EASEMENT
—	BOUNDARY LINE
—	LOT LINE
---	ADJOINER LINE
---	EASEMENT LINE
---	SECTION LINE
---	1988 JULUS LINE
---	ACCIDENT POTENTIAL ZONE



TYPICAL UNOBSTRUCTED VIEW EASEMENT
DETAIL FOR LOCAL STREETS
NOT-TO-SCALE

RECORD DOCUMENTS

- (R1) MINOR LAND DIVISION MAP OF CITY OF GOODYEAR 38, RECORDED IN BOOK 1359 OF MAPS, PAGE 20, MCR.
- (R2) MINOR LAND DIVISION MAP OF PV303 WEST III-A, RECORDED IN BOOK 1359 OF MAPS, PAGE 21, MCR

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING: SOUTH 00°17'08" WEST

MONUMENT NOTES

- 1 FOUND ALUMINUM CAP LS 21080, THE NORTH QUARTER CORNER OF SECTION 26, T2N, R2W, ALONG INDIAN SCHOOL ROAD.
- 2 FOUND CITY OF GOODYEAR BRASS CAP FLUSH, THE NORTHEAST CORNER OF SECTION 26, T2N, R2W, AT THE INTERSECTION OF INDIAN SCHOOL ROAD AND COTTON LANE.
- 3 FOUND ARIZONA DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, THE EAST QUARTER CORNER OF SECTION 26, T2N, R2W, ALONG COTTON LANE.
- 4 FOUND CITY OF GOODYEAR BRASS CAP FLUSH, THE WEST QUARTER CORNER OF SECTION 26, T2N, R2W, ALONG CITRUS ROAD. RLS#45834
- 5 FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE, THE NORTHWEST CORNER OF SECTION 26, T2N, R2W, AT THE INTERSECTION OF INDIAN SCHOOL ROAD AND CITRUS ROAD.
- 6 FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE, THE SOUTHWEST CORNER OF SECTION 26, T2N, R2W, AT THE INTERSECTION OF THOMAS ROAD AND CITRUS ROAD.
- 7 FOUND 1" IRON PIPE WITH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP ALONG SIDE IN POTHOLE DATED 2003, THE SOUTH QUARTER CORNER OF SECTION 26, T2N, R2W, ALONG THE ALIGNMENT OF THOMAS ROAD.
- 8 FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE, THE SOUTHEAST CORNER OF SECTION 26, T2N, R2W, AT THE INTERSECTION OF COTTON LANE AND THOMAS ROAD.

LAND USE SUMMARY TABLE		
GROSS ACREAGE (TO BOUNDARY LINE)	134.379	ACRES
AREA OF PUBLIC STREETS	3.528	ACRES
NET ACREAGE	130.851	ACRES
AREA OF TRACTS	1.389	ACRES
AREA OF LOTS	129.462	ACRES

LOT SUMMARY TABLE	
LOT	AREA (ACRES)
1	90.064
2	39.398
TOTAL	129.462

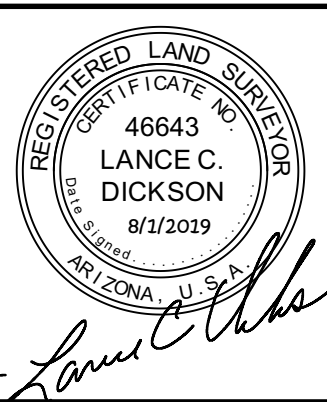
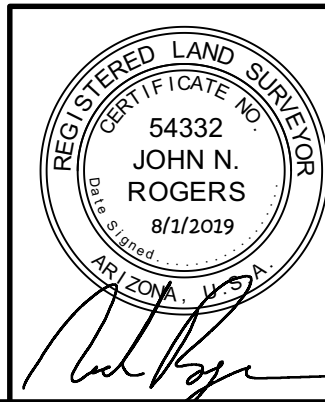
TRACT SUMMARY TABLE			
TRACT	AREA (ACRES)	USAGE	OWNER / MAINTENANCE RESPONSIBILITY
A	1.389	DLMT.E., P.A., P.U.E., W.E.	OWNER: AI ARIZONA DC, LLC MAINTAINED BY: DRI FR GOODYEAR LLC

*USES LISTED HEREON MAY NOT BE THE ENTIRE TRACT - REFER TO PLAN SHEETS FOR EXACT LOCATION OF EACH USE/EASEMENT WITHIN THE TRACT.

LAND USE LEGEND

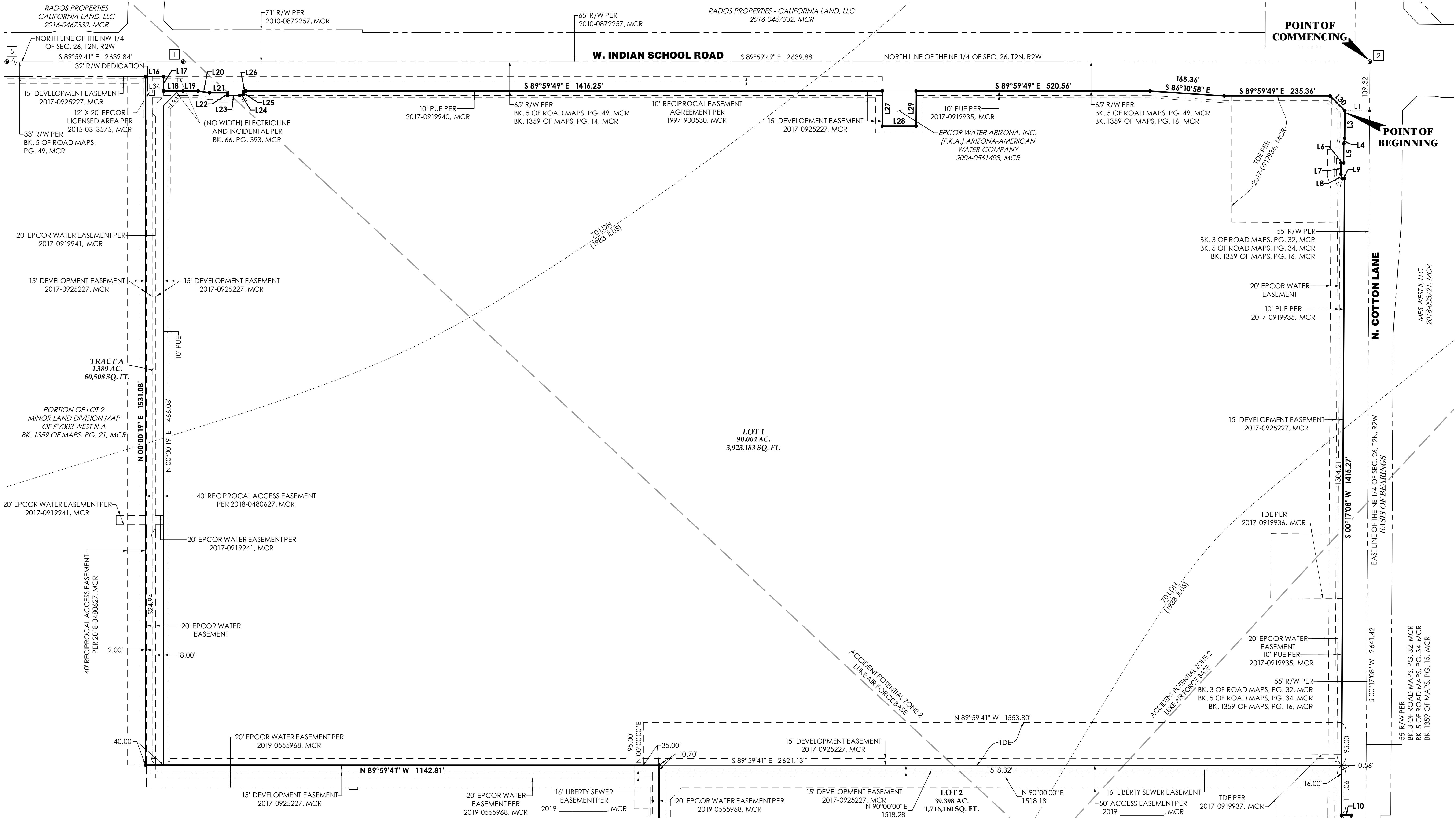
P.A. PRIVATE ACCESS EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
W.E. WATER EASEMENT
DLMT.E. DEVELOPMENT EASEMENT

SHEET 3 OF 5



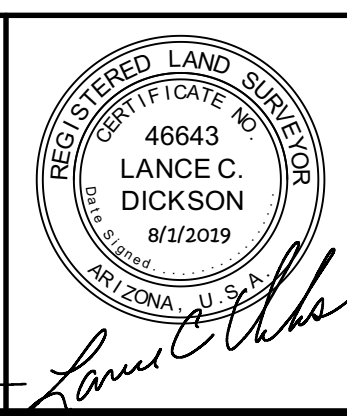
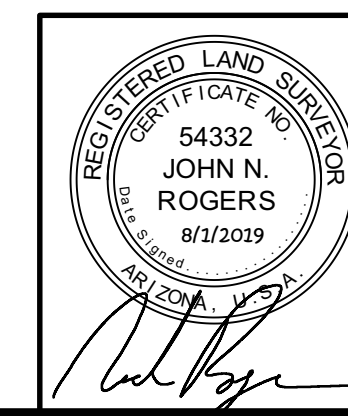
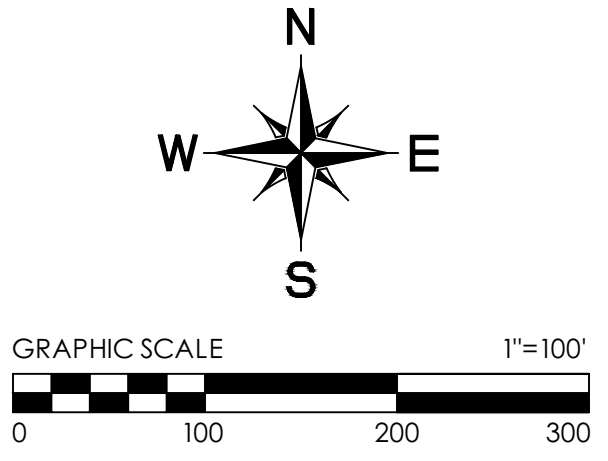
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(602) 218-7285

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SEE SHEET 5

SHEET 4 OF 5



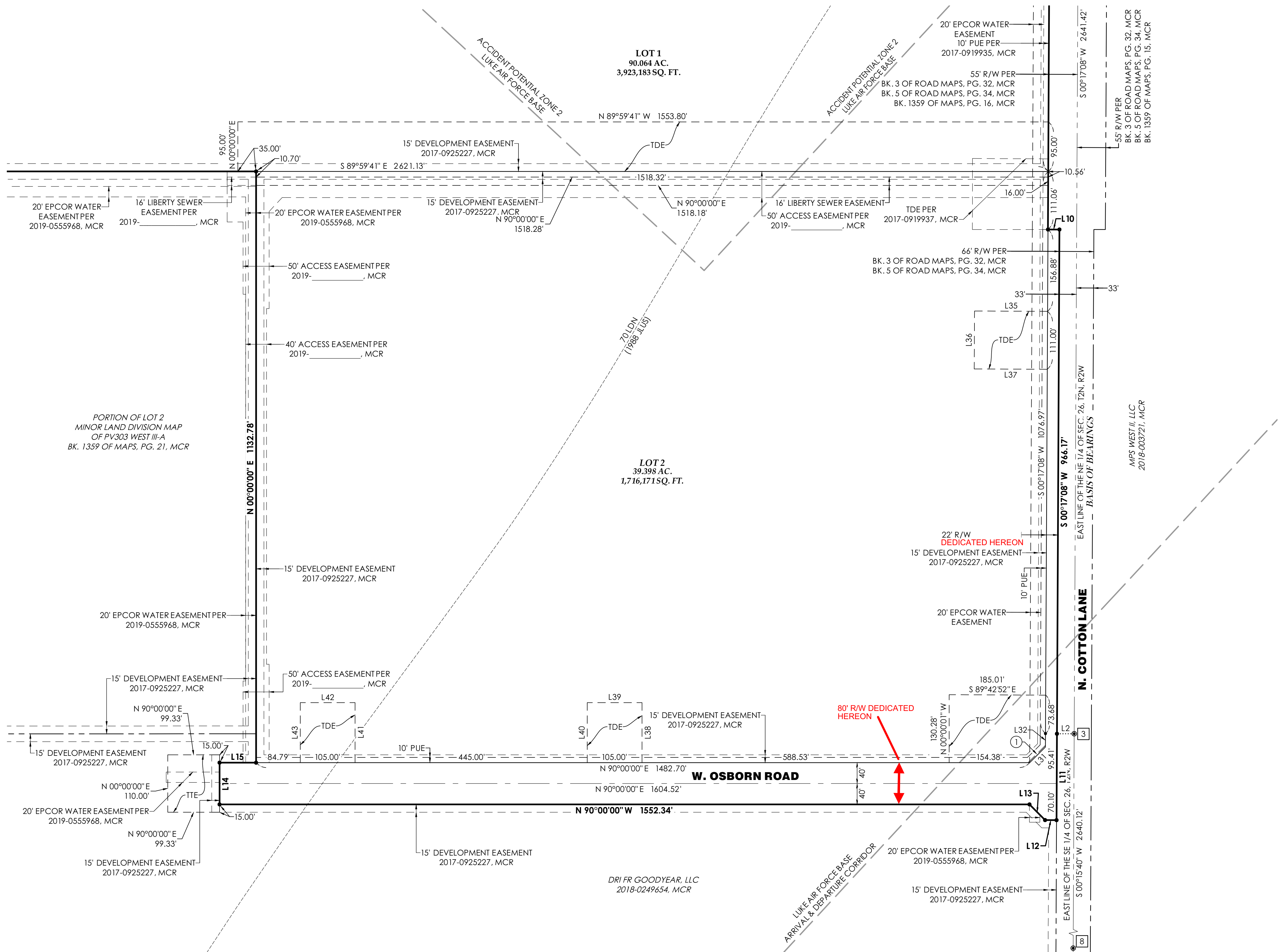
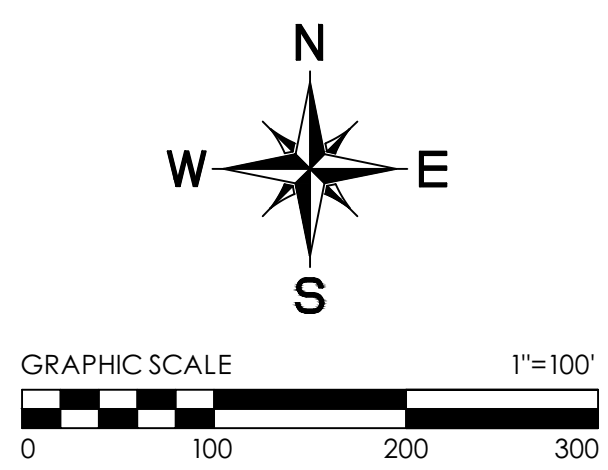
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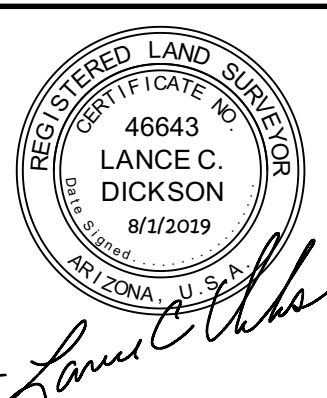
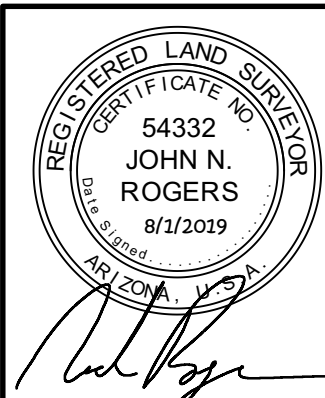
"FINAL PLAT OF FIRST PARK PV303, PHASE I"

CASE NO. 18-520-00023
18-520-00023
W:\10808A - PV303 West III - Merit COGO FIRST PARK PV303\FIRST PARK PLAT PHASE I.dwg

SEE SHEET 4



SHEET 5 OF 5



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TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

"FINAL PLAT OF FIRST PARK PV303, PHASE 1"

CASE NO. 18-520-00023
W:\0808A - PV303 West III - Merit COGO FIRST PARK PV303\FIRST PARK FPLAT PHASE 1.dwg