

FINAL PLAT
OF
"FIRST PARK PV303, PHASE 2"
A PORTION OF THE SOUTHEAST QUARTER 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 WESTERN FACILITIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS THE OWNER OF LOTS 1 AND 3 FIRST PARK PV303 SHOWN HEREIN, INCLUDING THEIR HEIRS, SUCCESSORS, AND ASSIGNS, HAVE SUBDIVIDED UNDER THE NAME OF "FIRST PARK PV303, PHASE 2", SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND 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 SAME. 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 EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") 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.

OWNER OF LOTS 1 AND 3 FIRST PARK PV303 HEREIN, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER OF ALL OR PART OF LOTS 1 AND 3 FIRST PARK PV303, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS: ALL OF THE AREAS IDENTIFIED IN LOTS 1 AND 3 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. DRAINAGE FACILITIES SUCH AS CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS AND EROSION CONTROL FACILITIES ON LOTS 1 AND 3 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 ADJACENT 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 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 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 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 LOTS 1 AND 3 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, INCLUDING ITS HEIRS, 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 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. 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 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 ADJACENT 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 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 AGAINST THE PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OR THREATENING TO VIOLATE ANY OF THESE COVENANTS, ANY PERSON OR PERSONS OR THE CITY OF GOODYEAR PROSECUTING ANY PROCEEDINGS AT LAW OR IN EQUITY HEREUNDER 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 1 FIRST PARK PV303 INCLUDING ITS SUCCESSORS AND ASSIGNS HEREBY DEDICATES TO THE CITY OF GOODYEAR A TEMPORARY TURNAROUND EASEMENT (ITE) OVER, UNDER AND ACROSS LOT 1 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.

DEDICATION CONT....

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.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

BY: _____

NAME: _____

ITS: _____

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: WESTERN FACILITIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

ITS: _____

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 ARIZONA §
COUNTY OF MARICOPA §

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF WESTERN FACILITIES, LLC, AN ARIZONA 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 _____

FINAL PLAT APPROVALS

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

THIS _____ DAY OF _____, 2019

BY: _____

MAYOR (GEORGIA LORD)

ATTEST: _____

CITY CLERK (DARCIE MCCrackEN)

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

THIS _____ DAY OF _____, 2019

BY: _____

CITY ENGINEER (REBECCA ZOOK)

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 _____

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 INDEX

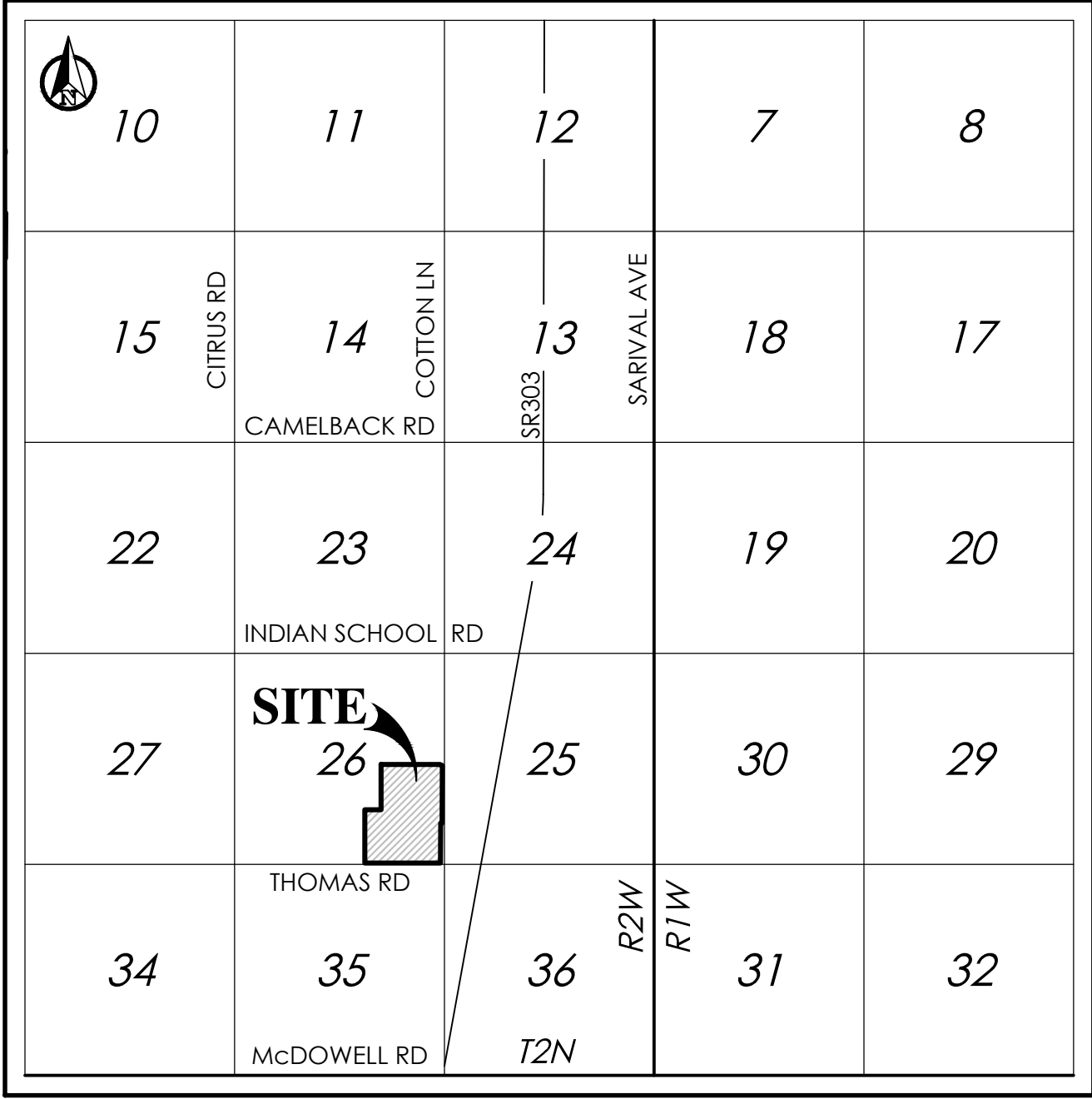
SHEET 1 COVER

SHEET 2 PLAT NOTES, LEGAL
DESCRIPTION, KEY MAP SHEET
INDEX, TYPICAL DETAILS,
LEGEND, MONUMENT NOTES,
LINE AND CURVE TABLES

SHEET 3-4 PLAT

OWNER:
WESTERN FACILITIES, LLC
5151 BELTLINE ROAD, Ste. 455
DALLAS, TX 75254
(312) 624-9444

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

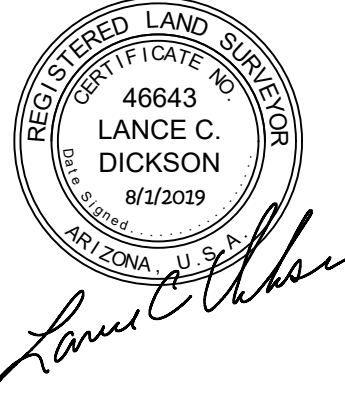


VICINITY MAP
N.T.S.

SURVEYOR'S STATEMENT

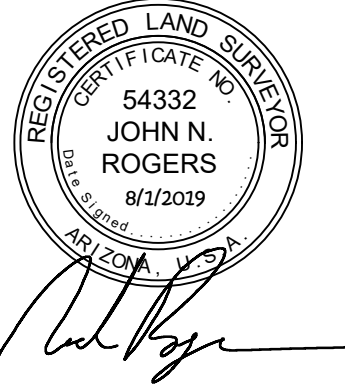
I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN 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.

PREPARED: August 2019 JOB No. 10808A

SHEET 1 OF 4

PREPARED BY:

GOODWIN AND
MARSHALL INC.

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 2"

CASE NO.
19-520-00005

W:\10808A - PV303 West III - M&M\COGO\FIRST PARK PV303\FIRST PARK FLAT PHASE 2\PLAT PHASE 2.dwg

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.

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southeast Quarter 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 in handhole for the Southeast 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 North 0 deg. 15 min. 40 sec. East (Basis of Bearings) - 2640.12 feet;

THENCE North 0 deg. 15 min. 40 sec. East along the East line of the Southeast Quarter of said Section 26, a distance of 40.00 feet;

THENCE South 89 deg. 58 min. 34 sec. West departing said East line and being 40.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 26, a distance of 70.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 89 deg. 58 min. 34 sec. West being 40.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 26, a distance of 1,896.93 feet;

THENCE North, a distance of 1,332.73 feet;

THENCE East, a distance of 410.82 feet;

THENCE North, a distance of 1,132.76 feet;

THENCE East, a distance of 1,482.34 feet;

THENCE South 44 deg. 52 min. 10 sec. East, a distance of 42.33 feet;

THENCE South 89 deg. 45 min. 8 sec. East, a distance of 22.00 feet;

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 1,441.02 feet;

THENCE North 89 deg. 44 min. 20 sec. West, a distance of 37.00 feet;

THENCE South 0 deg. 15 min. 40 sec. West being 70.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 26, a distance of 993.79 feet to the **POINT OF BEGINNING**, containing 4,277,918 square feet or 98.207 acres of land, more or less.

| LOT SUMMARY TABLE | |
|-------------------|--------------|
| LOT | AREA (ACRES) |
| 1 | 50.119 |
| 2 | 39.250 |
| 3 | 4.603 |
| TOTAL | 93.972 |

| LAND USE SUMMARY TABLE | | |
|----------------------------------|--------|-------|
| GROSS ACREAGE (TO BOUNDARY LINE) | 98.207 | ACRES |
| AREA OF PUBLIC STREETS | 4.235 | ACRES |
| NET ACREAGE | 93.972 | ACRES |
| AREA OF LOTS | 93.972 | ACRES |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S89°58'34"W | 70.00 |
| L2 | S44°52'10"E | 42.33 |
| L3 | S89°45'08"E | 22.00 |
| L4 | N89°44'20"W | 37.00 |
| L5 | N45°07'15"E | 42.53 |
| L6 | N44°52'44"W | 42.33 |

MONUMENT NOTES

- [3] FOUND ARIZONA DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE. THE EAST QUARTER CORNER OF SECTION 26, T2N, R2W, ALONG COTTON LANE.

- [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.

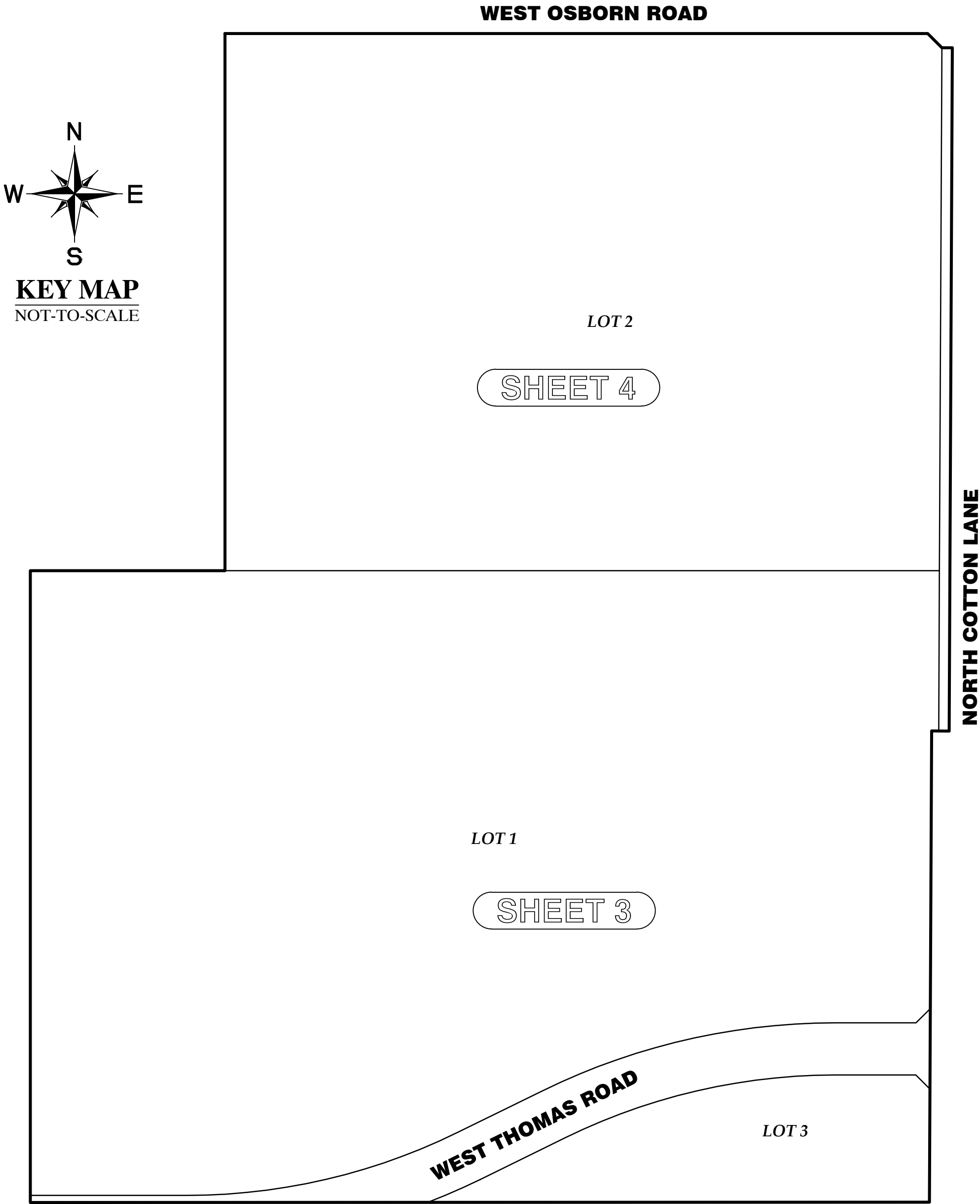
- [8] FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE. THE SOUTHEAST CORNER OF SECTION 26, T2N, R2W, AT THE INTERSECTION OF COTTON LANE AND THOMAS ROAD.

RECORD DOCUMENTS

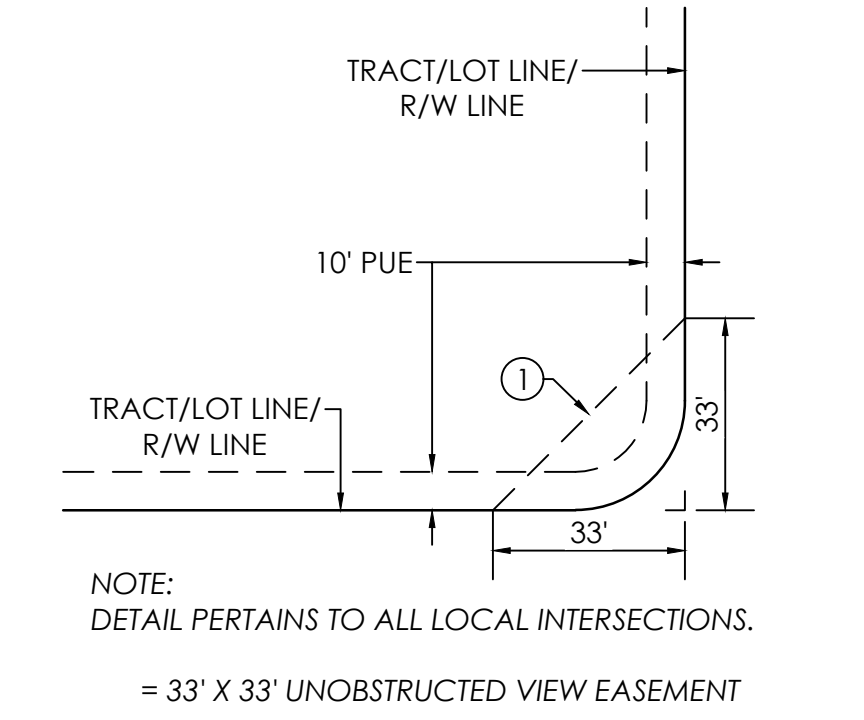
(R1) FIRST PARK PV303, PHASE 1, RECORDED IN BOOK ____ OF MAPS, PAGE __, MCR.

BASIS OF BEARINGS

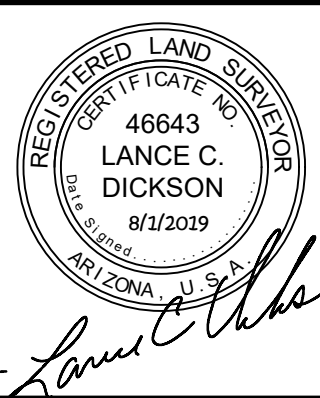
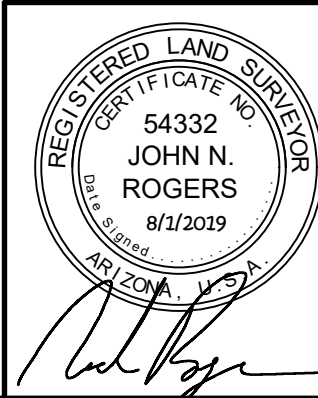
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING: NORTH 00°15'40" EAST



| CURVE TABLE | | | | | |
|-------------|---------|------------|-------------|---------------|--------------|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 1350.00 | 285.46 | 12°06'55" | N69°56'10"E | 284.93 |
| C2 | 1405.00 | 120.34 | 4°54'26" | N66°19'55"E | 120.30 |



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



PREPARED BY:

**GOODWIN AND
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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

SURVEYED BY:



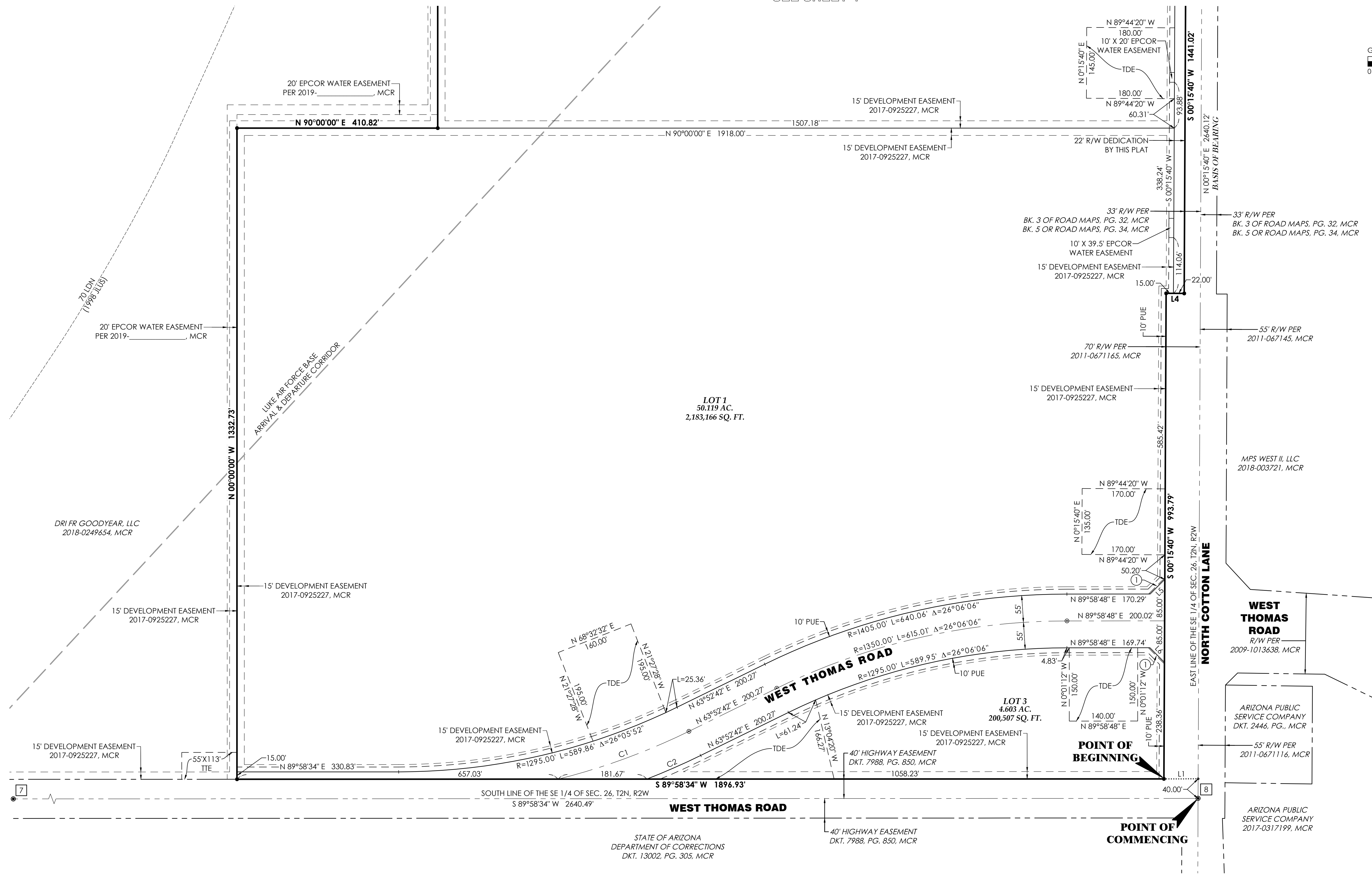
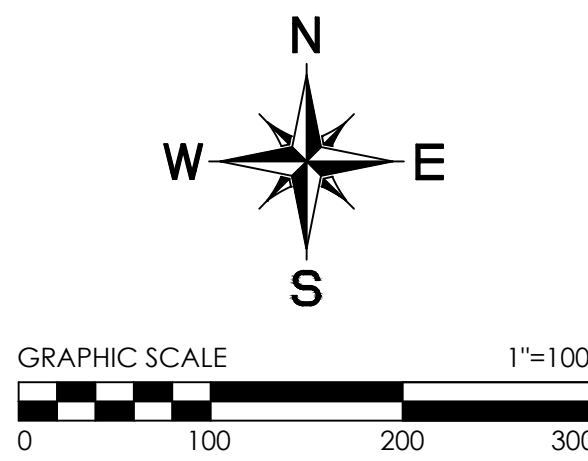
Arizona Surveying and Mapping
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

SHEET 2 OF 4

"FINAL PLAT OF FIRST PARK PV303, PHASE 2"

CASE NO. 19-520-00005
W:\10808A - PV303 West III - Merit COGO FIRST PARK PV303\FIRST PARK FLAT PHASE 2\FPLAT PHASE 2.dwg

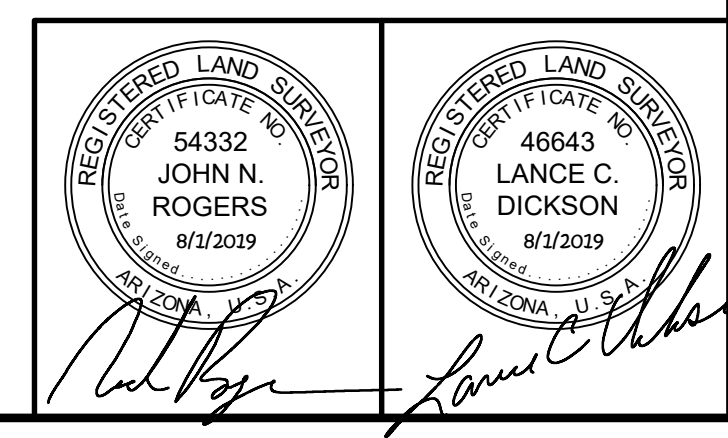
SEE SHEET 4



"FINAL PLAT OF FIRST PARK PV303, PHASE 2"

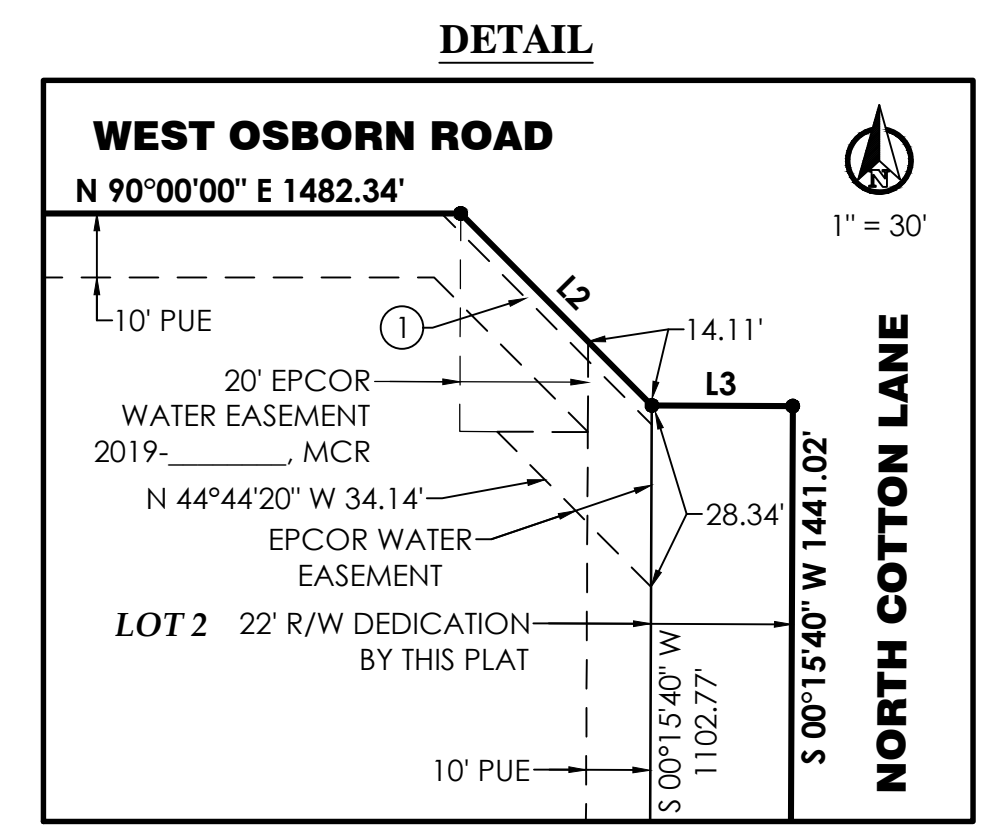
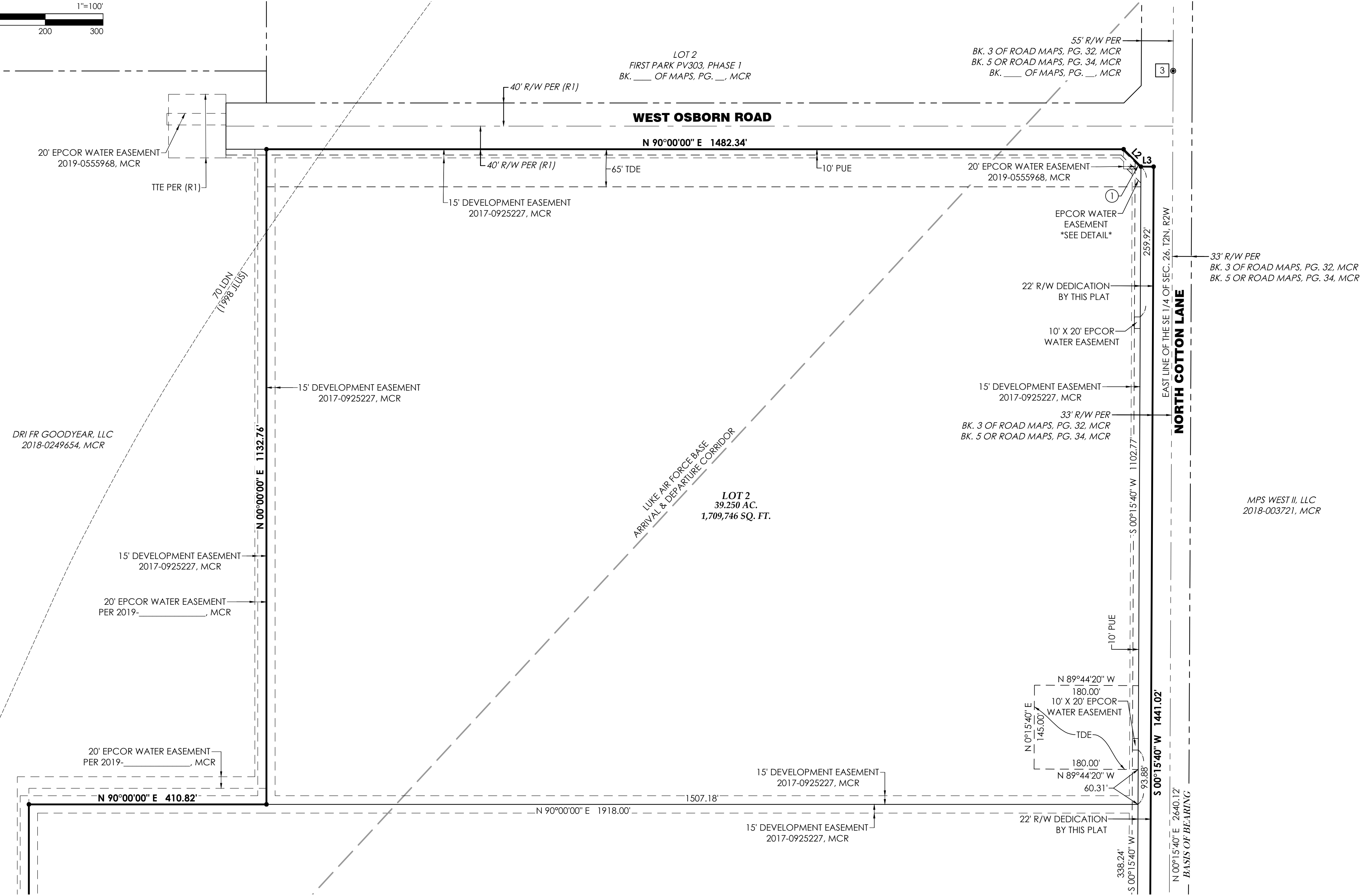
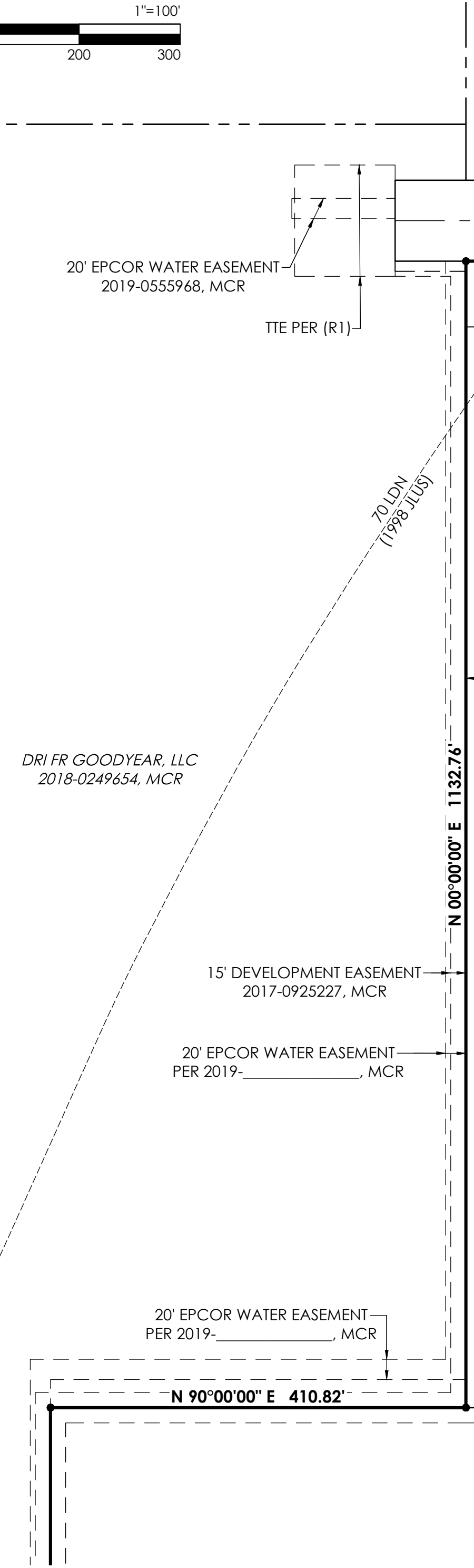
CASE NO. 19-520-00005
W:\10808A - PV303 West III - Merit COGO FIRST PARK PV303\FIRST PARK FLAT PHASE 2\PLAT PHASE 2.dwg

SHEET 3 OF 4



PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

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



PREPARED BY: **GOODWIN AND MARSHALL INC.**
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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

SURVEYED BY: **ASAM**
Arizona Surveying & Mapping

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

| | | |
|---|--------------------------|---|
| | CASE NO. 19-520-00005 | "FINAL PLAT OF FIRST PARK PV303, PHASE 2" |
|---|--------------------------|---|