

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY AND CITY OF GOODYEAR
PROVIDING FOR THE ANNEXATION, CONSTRUCTION, OPERATION AND
MAINTENANCE OF PERRYVILLE ROAD AS PART OF THE FULTON HOMES ENCLAVE
DEVELOPMENT

(C-64-20- ____ -M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**) and the City of Goodyear, a municipal corporation (**Goodyear**). The County and Goodyear are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to A.R.S. Section 11-251 and Sections 28-6701 *et. seq.*, to lay out, maintain, control and manage public roads within the County.
2. Public agencies are authorized, pursuant to A.R.S. Section 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. The City is authorized, pursuant to A.R.S. Section 9-240 and Sections 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The Enclave is a residential development located within the County being developed within the property reflected in the draft Preliminary Plat attached hereto as Exhibit 1 (**Enclave**). The developer of The Enclave will be responsible for ultimate half-street improvements to Perryville Road adjacent to the development (**Project Improvements**). The ultimate half-street improvements will be those required by the City of Goodyear Engineering Design Standards and Guidelines for a Minor Arterial Street, and will be constructed within an existing City of Goodyear thirty-three feet (33') wide right-of-way and an additional twenty-two feet (22') of right-of-way the developer of the residential development will be required to dedicate to the County.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to provide for the design and construction of the west half-street improvements to Perryville Road adjacent to the Enclave and for the future ownership, operation and maintenance by Goodyear of such improvements to Perryville Road.

TERMS OF THE AGREEMENT

6. Responsibilities of County:

- 6.1 County will require the developers of the Enclave to dedicate to the County on the subdivision plat an additional twenty-two feet (22') of right-of-way resulting in a total of fifty-five feet (55') of right-of-way west of the section line of Perryville Road.
- 6.2 County shall require the Project Improvements to be built to Goodyear standards, including the requirement for a two-year warranty. County will not review any plans for such work, shall not be liable for the design, construction, operation and maintenance deficiencies of such work, and shall not require permits for such work.
- 6.3 County shall not issue any certificates of occupancy for any structures, other than temporary certificates of occupancies for model homes, within the Enclave until all of the Project Improvements have been completed.

7. Responsibilities of Goodyear:

- 7.1 Upon execution of this Agreement and subject to the terms of this Agreement, Goodyear shall assume full responsibility and liability for the design and construction of the Project Improvements. Goodyear shall be responsible for reviewing and approving the Project Improvements plans and for permitting such work.
- 7.2 Unless otherwise agreed to in a writing approved by the County and Goodyear, Goodyear agrees to annex the Project Improvements and the right-of-way dedicated to the County on the plat as more fully described in the legal description attached hereto as Exhibit 2, provided that the Project Improvements are completed, as approved by the Goodyear City Engineer, by November 30, 2022.
- 7.3 Unless otherwise agreed to in a writing approved by the County and Goodyear, Goodyear shall assume full responsibility and liability for the operation and maintenance of the Project Improvements until Goodyear has annexed the additional twenty-two (22') of right-of-way dedicated to the County on the plat, provided the Project Improvements are completed as approved by the Goodyear City Engineer by November 30, 2022.

GENERAL TERMS AND CONDITIONS

8. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected

officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

9. This Agreement shall become effective as of the date it is approved by the governing bodies of the Parties and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties.
10. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
11. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 11.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 11.2 Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.
 - 11.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 11.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
12. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
13. Each Party to this Agreement warrants that neither it nor any contractor or vendor under

contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

14. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
15. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Goodyear
Attn: City Manager
190 N. Litchfield Road
Goodyear, Arizona 85338

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Any Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

16. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
17. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties

in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

18. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
19. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings related to the Project between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties related to the Project, other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
20. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
21. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
22. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
23. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
24. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
25. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
26. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
27. The Parties will execute and/or deliver to each other such other instruments and

documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

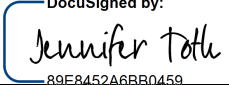
28. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
29. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 9/22/2020
89E8452A6BB0459

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

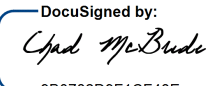
Clint Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 9/22/2020
0B0782D0F1CF48E...

Deputy County Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Recommended by:

Date

Approved and Accepted by:

Georgia Lord Date
Mayor

Attest by:

Darcie McCracken, City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City of Goodyear by governing body under the laws of the State of Arizona.

Roric Massey, City Attorney Date

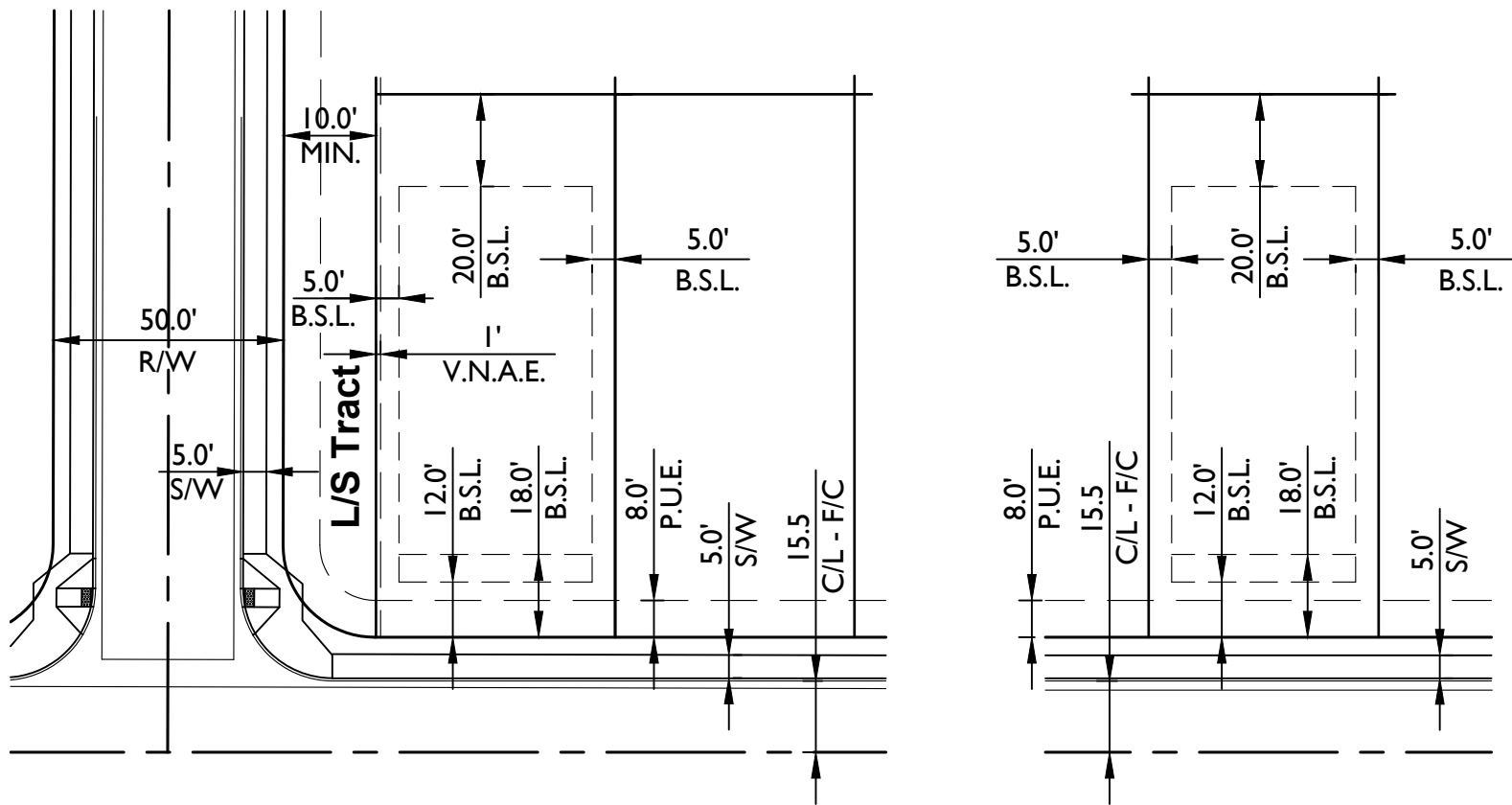
Exhibit “1”

Enclave Preliminary Plat

(On the following pages)

PRELIMINARY PLAT FOR FULTON HOMES ENCLAVE

A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



DEVELOPMENT STANDARDS		
	BASE R1-6 ZONING DISTRICT	APPROVED R1-6 RUPD ZONING DISTRICT
HEIGHT	30'	30' / 2-STORIES
	20	18' (FRONT LOADED GARAGES 12' (SIDE LOADED GARAGES OR LIVABLE AREA)
FRONT SIDE YARD	5'	5'
STREET SIDE YARD	10'	10'
REAR	25'	20'
MINIMUM LOT AREA	6,000 SQ. FT.	5,175 SQ. FT.
MINIMUM LOT WIDTH	60'	45'
LOT AREA PER DWELLING UNIT	6,000 SQ. FT.	6,000 SQ. FT.
LOT COVERAGE	50%	55%
PARKING	2 PER DWELLING UNIT	2 PER DWELLING UNIT

*NOTE: FOR SIDE-LOADED GARAGES, A MINIMUM 18' X 18' ON-LOT PARKING AREA ADJACENT TO THE GARAGE WILL BE PROVIDED.

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 2 EAST, GILA AND SALT RIVER MERIDIAN, AS SHOWN ON BOOK 652, PAGE 22, MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA.

SAID BEARING BEING SOUTH 89 DEGREES 20 MINUTES 44 SECONDS EAST

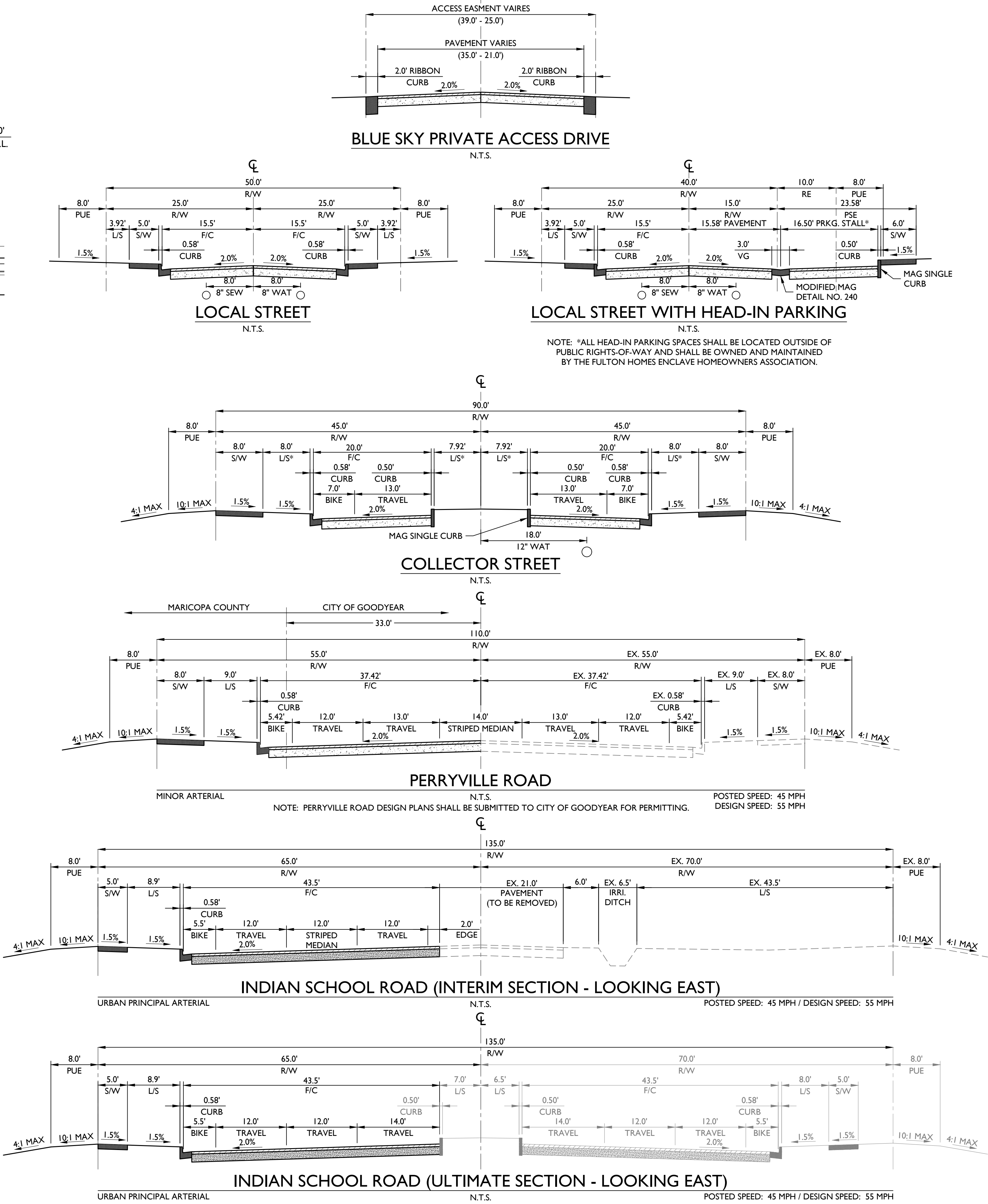
BENCHMARK

MARICOPA COUNTY SURVEY POINT ID 31082, BEING A BRASS CAP IN HAND HOLE AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 2 WEST, STAMPED "RLS 26411 2012"

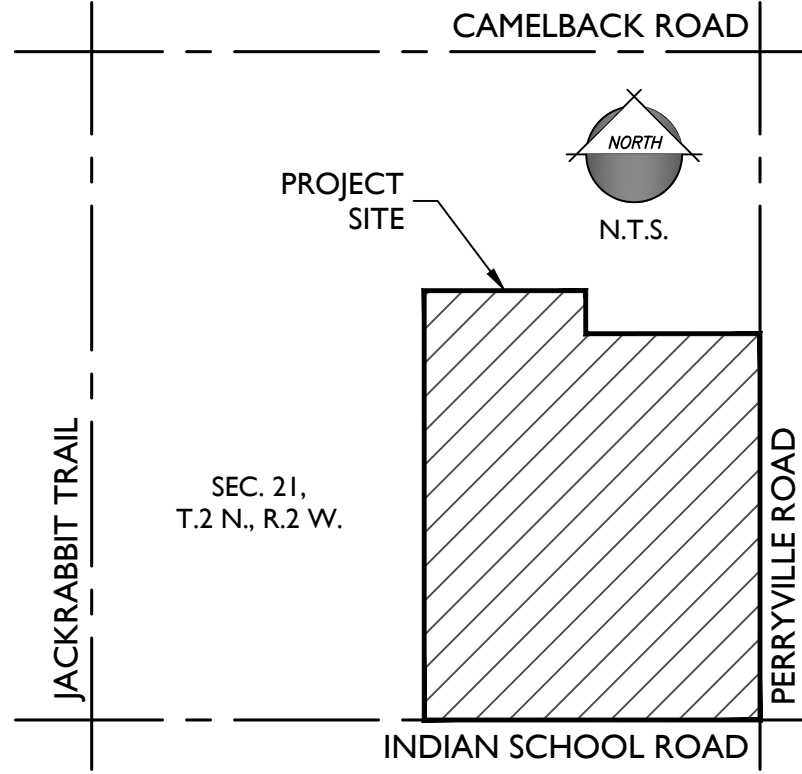
ELEVATION = 1136.749 (NAVD88 DATUM)

FLOOD ZONE

THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X OTHER FLOOD AREAS SHADED (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.) ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE MARICOPA COUNTY, COMMUNITY PANEL NO. 04013C2130L AND 04013C1665L, EFFECTIVE DATE OCTOBER 16, 2013.



VICINITY MAP



PROJECT TEAM

OWNER/DEVELOPER:

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

PLANNER, ENGINEER, AND LANDSCAPE ARCHITECT:

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOSH HANNON
josh.hannon@epsgruoinc.com

CIVIL ENGINEER:

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: BRIAN NICHOLLS, P.E.
brian.nicholls@epsgruoinc.com

LANDSCAPE ARCHITECT:

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ALIZA SABIN, R.L.A.
aliza.sabin@epsgruoinc.com

PROJECT DATA

A.P.N.: 502-29-0065, 502-29-006T, 502-29-042B, 502-29-042A, 502-29-024, 502-29-025, 502-29-016F, 502-29-016G, 502-29-016D, 502-29-016B, 502-29-016H

EXISTING LAND USE: AGRICULTURE
COMPREHENSIVE PLAN LAND USE: SINGLE FAMILY TRANSITIONAL LOT (3-5 DU/AC)
EXISTING ZONING: R1-6 RUPD (CASE NO. Z2018115)

GROSS AREA: +/- 184.24 ACRES
NET AREA: +/- 176.55 ACRES (EXCLUDES INDIAN SCHOOL ROAD AND PERRYVILLE ROAD R/W)

NO. OF LOTS: 283
48' x 115' 177
53' x 120' 120
58' x 125' 95
68' x 130' 675
TOTAL

DENSITY: 3.7 DU/AC

OPEN SPACE: 32.83 AC (18.6% NET)

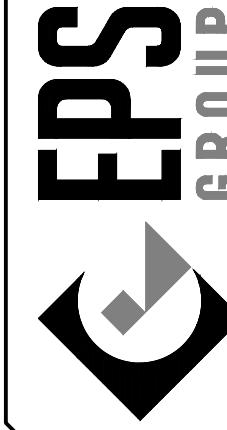
GENERAL NOTES

- THIS PRELIMINARY PLAT CONSISTS OF A 675 LOT, SINGLE-FAMILY RESIDENTIAL COMMUNITY WITH A GROSS DENSITY OF 3.7 DWELLING UNITS PER ACRE.
- THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
- LOT DIMENSIONS ARE APPROXIMATE, FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
- DRAINAGE CONCEPTS ARE SHOWN ON THE PRELIMINARY GRADING & DRAINAGE PLAN
- PERPETUAL, NON-EXCLUSIVE SIGHT VISIBILITY EASEMENTS UPON AND ACROSS THE PARCELS OF LAND SHOWN HEREON, SHALL PRESERVE THE PROPERTIES AS TRAFFIC SAFETY VISIBILITY AREAS FREE OF ANY OBSTRUCTIONS TO THE VIEW OF PERSONS LOOKING ACROSS THE PROPERTIES, NO STRUCTURES, LANDSCAPING, FENCE, WALL, TERRACE, OR OTHER OBSTRUCTION TO VIEW IN EXCESS OF TWO FEET IN HEIGHT AS MEASURED FROM ADJACENT PAVEMENT SHALL BE PLACED OR ALLOWED TO REMAIN WITHIN THE REQUIRED 25-FOOT BY 25-FOOT SIGHT VISIBILITY TRIANGLE.
- SIGNAGE SHALL CONFORM TO THE MARICOPA COUNTY ZONING ORDINANCE.
- THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
- ALL OUTDOOR LIGHTING SHALL CONFORM TO SECTION 1112 OF THE MARICOPA COUNTY ZONING ORDINANCE.
- ALL ROADS SHALL BE BUILT TO MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION STANDARDS.
- THE FULTON HOMES ENCLAVE HOMEOWNERS' ASSOCIATION WILL HAVE THE RESPONSIBILITY FOR MAINTAINING COMMON AREAS TO BE NOTED AS TRACTS OR EASEMENTS INCLUDING LANDSCAPING AND DRAINAGE FACILITIES IN ACCORDANCE WITH APPROVED PLANS.
- VEHICLE NON-ACCESS EASEMENT (VNAE): AN EASEMENT PROHIBITING VEHICULAR ACCESS (NON-ACCESS EASEMENT) FROM THE STREET SIDE OF DOUBLE FRONTAGE LOTS IS REQUIRED. THE MINIMUM WIDTH FOR SAID EASEMENT IS ONE FOOT.
- ALL LANDSCAPING AND DECORATIVE ELEMENTS IN COUNTY RIGHT-OF-WAY SHALL BE MAINTAINED BY THE FULTON HOMES ENCLAVE HOMEOWNERS ASSOCIATION SUBJECT TO A MAINTENANCE AGREEMENT WITH MCDOT.
- ALL HEAD-IN PARKING SPACES SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHTS-OF-WAY AND SHALL BE OWNED AND MAINTAINED BY THE FULTON HOMES ENCLAVE HOMEOWNERS ASSOCIATION.

UTILITIES AND SERVICES

WATER: ARIZONA WATER COMPANY
SEWER: EPCOR
ELECTRIC: APS
NATURAL GAS: SOUTHWEST GAS
POLICE: MARICOPA COUNTY SHERIFFS' OFFICE
FIRE: BUCKEYE VALLEY FIRE DISTRICT
TELEPHONE: CENTURYLINK / COX COMMUNICATIONS
CABLE/INTERNET: CENTURYLINK / COX COMMUNICATIONS
REFUSE: WASTE MANAGEMENT / REPUBLIC
SCHOOLS: LITCHFIELD UNIFIED SCHOOL DISTRICT

1130 N. Alma School Rd., Ste. 120
Mesa, AZ 85210
T: 480-503-2250 | F: 480-503-2258
www.epsgruoinc.com

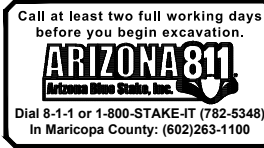


Fulton Homes Enclave (S2020003)

Project:

Revisions:

FEBRUARY 17, 2020 - 1ST PRELIMINARY PLAT SUB.
MAY 16, 2020 - 2ND PRELIMINARY PLAT SUB.
JULY 31, 2020 - 3RD PRELIMINARY PLAT SUB.



Designer: JH
Drawn by: DCH



Job No.
19-0254

CS01

Sheet No.
1
of 9

Lot Table		
Lot #	Lot Width	Area
1	53.0'	6360.00
2	53.0'	6497.66
3	53.0'	6360.00
4	53.0'	6360.00
5	53.0'	6360.00
6	53.0'	6360.00
7	53.0'	6360.00
8	53.0'	6360.00
9	53.0'	6360.00
10	53.0'	6360.00
11	53.0'	6360.00
12	53.0'	6360.00
13	53.0'	6360.00
14	53.0'	6360.00
15	53.0'	6360.00
16	53.0'	6360.00
17	53.0'	6360.00
18	53.0'	6360.00
19	53.0'	6360.00
20	53.1'	6360.92
21	53.0'	6360.00
22	53.0'	6360.00
23	53.0'	6360.00
24	53.0'	6360.00
25	53.0'	6360.00
26	53.0'	6360.00
27	53.0'	6360.00
28	53.0'	6360.00
29	53.0'	6360.00
30	53.0'	6360.00
31	53.0'	6360.00
32	53.0'	6360.00
33	53.0'	6360.00
34	53.0'	6360.00
35	53.0'	6360.00
36	53.0'	6360.00
37	53.0'	6360.00
38	53.0'	6360.00
39	53.0'	6360.00
40	53.0'	6360.00
41	53.0'	6360.00
42	53.0'	6360.00
43	53.0'	6360.00
44	53.0'	6360.00
45	53.1'	6360.92
46	53.0'	6361.08
47	53.0'	6360.00
48	53.0'	6360.00
49	53.0'	6360.00
50	53.0'	6360.00

Lot Table		
Lot #	Lot Width	Area
51	53.0'	6360.00
52	53.0'	6360.00
53	53.0'	6360.00
54	53.0'	6360.00
55	53.0'	6360.00
56	53.0'	6360.00
57	53.0'	6360.00
58	53.0'	6360.00
59	53.0'	6360.00
60	53.0'	6360.00
61	53.0'	6360.00
62	53.0'	6361.08
63	53.0'	6360.00
64	53.0'	6360.00
65	53.0'	6360.00
66	53.0'	6360.00
67	53.0'	6360.00
68	53.0'	6360.00
69	58.0'	7250.00
70	58.0'	7250.00
71	58.0'	7250.00
72	68.0'	8840.00
73	68.0'	8840.00
74	68.0'	8881.95
75	58.0'	7250.00
76	58.0'	7250.00
77	58.0'	7250.00
78	58.0'	7250.00
79	58.0'	7250.00
80	58.0'	7250.00
81	58.0'	7250.00
82	58.0'	7250.00
83	58.0'	7250.00
84	58.0'	7250.00
85	58.0'	7250.00
86	58.0'	7250.00
87	58.0'	7250.00
88	58.0'	7250.00
89	58.0'	7250.00
90	58.1'	7251.32
91	58.0'	7250.00
92	58.0'	7250.00
93	58.0'	7250.00
94	58.0'	7250.00
95	58.0'	7250.00
96	58.0'	7250.00
97	58.0'	7250.00
98	58.0'	7250.00
99	58.0'	7250.00
100	58.0'	7250.00

Lot Table		
Lot #	Lot Width	Area
101	58.0'	7250.00
102	58.0'	7250.00
103	58.0'	7250.00
104	58.1'	7251.32
105	58.1'	7251.32
106	58.0'	7250.00
107	58.0'	7250.00
108	58.0'	7250.00
109	58.0'	7250.00
110	58.0'	7250.00
111	58.0'	7250.00
112	58.0'	7250.00
113	58.0'	7250.00
114	58.0'	7250.00
115	58.0'	7250.00
116	58.0'	7352.51
117	58.0'	7250.84
118	58.0'	7250.84
119	58.0'	7250.00
120	58.0'	7250.00
121	58.0'	7250.00
122	58.0'	7250.00
123	58.0'	7250.00
124	58.0'	7250.00
125	58.0'	7250.00
126	58.0'	7250.00
127	58.0'	7250.00
128	58.0'	7250.00
129	58.0'	7346.01
130	58.0'	7281.57
131	58.0'	7250.00
132	58.0'	7250.00
133	58.0'	7250.00
134	58.0'	7250.00
135	58.0'	7250.00
136	58.0'	7250.00
137	58.0'	7250.00
138	58.0'	7250.00
139	58.0'	7250.00
140	58.0'	7250.00
141	58.0'	7250.84
142	58.0'	7250.84
143	58.0'	7352.51
144	58.0'	7250.00
145	58.0'	7250.00
146	58.0'	7250.00
147	58.1'	7251.32
148	58.0'	7250.00
149	58.0'	7250.00
150	58.0'	7250.00

Lot Table		
Lot #	Lot Width	Area
151	58.0'	7250.00
152	58.0'	7250.00
153	58.0'	7250.00
154	58.0'	7250.00
155	58.0'	7250.00
156	58.0'	7250.00
157	58.0'	7250.00
158	58.1'	7251.32
159	58.0'	7382.19
160	58.0'	7250.00
161	58.0'	7250.00
162	58.0'	7250.00
163	58.1'	7251.32
164	58.1'	7251.32
165	58.0'	7250.00
166	58.0'	7250.00
167	58.0'	7250.00
168	58.0'	7250.00
169	58.0'	7250.00
170	58.0'	7250.00
171	58.0'	7250.00
172	58.0'	7250.00
173	58.0'	7250.00
174	58.0'	7250.00
175	58.0'	7250.00
176	58.0'	7250.00
177	58.0'	7250.00
178	58.0'	7250.00
179	58.0'	7250.00
180	58.0'	7250.00
181	58.0'	7250.00
182	58.0'	7250.00
183	58.0'	7250.00
184	58.0'	7250.00
185	58.0'	7250.00
186	58.0'	7250.00
187	58.0'	7250.00
188	58.0'	7250.00
189	58.0'	7250.00
190	58.0'	7250.00
191	58.0'	7250.00
192	53.0'	6360.00
193	53.0'	6360.00
194	53.0'	6360.00
195	53.0'	6360.00
196	53.0'	6360.00
197	53.0'	6360.00
198	53.0'	6360.00
199	53.0'	6360.00
200	53.0'	6360.00

Lot Table		
Lot #	Lot Width	Area
201	53.0'	6360.00
202	53.0'	6360.00
203	53.0'	6360.00
204	53.0'	6360.00
205	53.0'	6360.00
206	53.0'	6360.00
207	53.0'	6360.00
208	53.0'	6360.00
209	53.0'	6360.00
210	53.0'	6360.00
211	53.1'	6360.92
212	53.0'	6360.00
213	53.0'	6360.00
214	53.0'	6360.00
215	53.0'	6360.00
216	53.0'	6360.00
217	53.0'	6360.00
218	53.0'	6360.00
219	53.0'	6360.00
220	53.0'	7115.23
221	53.0'	12842.67
222	53.1'	10464.64
223	53.0'	6360.00
224	53.0'	6360.00
225	53.0'	6360.00
226	53.0'	6360.00
227	53.0'	6360.00
228	53.0'	6360.00
229	53.0'	6360.00
230	53.0'	6360.00
231	53.0'	6360.00
232	53.0'	6360.00
233	53.0'	6360.00
234	53.0'	6360.00
235	53.0'	6360.00
236	53.0'	6360.00
237	53.0'	6360.00
238	53.0'	8584.66
239	53.1'	13502.38
240	53.0'	8718.92
241	53.1'	6360.92
242	53.0'	6411.96
243	53.0'	6411.96
244	53.0'	6411.96
245	53.0'	6411.96
246	53.0'	6411.96
247	53.0'	6411.96
248	53.0'	6411.96
249	53.0'	6411.96
250	53.0'	6411.96

Lot Table		
Lot #	Lot Width	Area
251	53.0'	6411.96
252	53.0'	6411.96
253	53.0'	6411.96
254	53.0'	6411.96
255	53.0'	6411.96
256	53.1'	6412.96
257	53.1'	6412.96
258	53.0'	6411.96
259	53.0'	6411.96
260	53.0'	6411.96
261	53.0'	6411.96
262	53.0'	6411.96
263	53.0'	6411.96
264	53.0'	6411.96
265	53.0'	6411.96
266	53.0'	6411.96
267	53.0'	6411.96
268	53.0'	6411.96
269	53.0'	6411.96
270	53.0'	6411.96
271	53.0'	6411.96
272	53.0'	6351.32
273	53.0'	6360.00
274	53.0'	6360.00
275	53.0'	6360.00
276	53.0'	6360.00
277	53.0'	6360.00
278	53.0'	6360.00
279	53.0'	6360.00
280	53.0'	6360.00
281	53.0'	6360.00
282	53.0'	6360.00
283	53.0'	6360.00
284	53.0'	6360.00
285	53.0'	6360.00
286	53.0'	6360.00
287	53.0'	6360.00
288	53.0'	6360.00
289	53.0'	6360.00
290	53.0'	6360.00
291	53.0'	6360.00
292	53.0'	6360.00
293	53.0'	6351.32
294	53.0'	6391.07
295	53.0'	6399.75
296	53.0'	6399.75
297	53.0'	6399.75
298	53.0'	6399.75
299	53.0'	6399.75
300	53.0'	6391.07

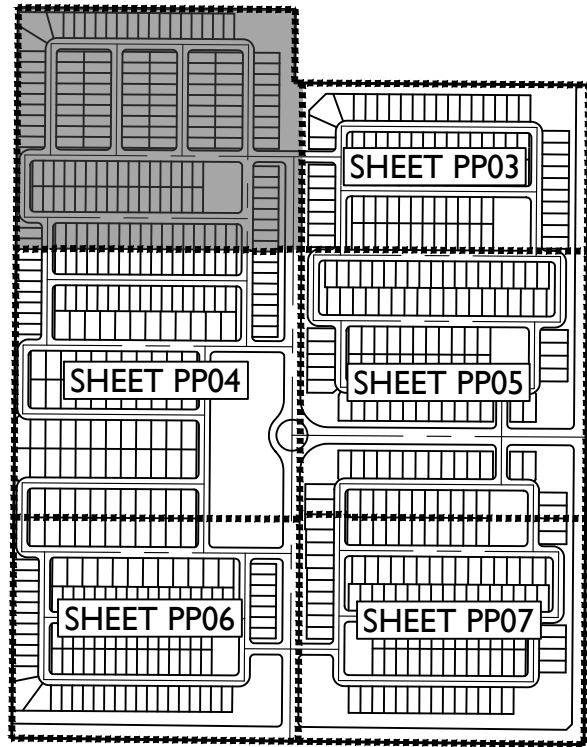
Lot Table		
Lot #	Lot Width	Area
301	48.0'	5521.12
302	48.0'	5520.00
303	48.0'	5520.00
304	48.0'	5520.00
305	48.0'	5520.00
306	48.0'	5520.00
307	48.0'	5520.00
308	48.0'	5520.00
309	48.0'	5520.00
310	48.0'	5520.00
311	48.0'	5520.00
312	48.0'	5520.00
313	48.0'	5520.00
314	48.0'	5520.00
315	48.0'	5520.00
316	48.0'	5521.12
317	48.1'	5520.52
318	48.0'	5520.00
319	48.0'	5520.00
320	48.0'	5520.00
321	48.0'	5520.00
322	48.0'	5520.00
323	48.0'	5520.00
324	48.0'	5520.00
325	48.0'	5520.00
326	51.0'	9316.42
327	53.1'	12077.27
328	51.0'	6801.43
329	48.0'	5523.93
330	48.0'	5524.73
331	48.0'	5525.55
332	48.0'	5526.37
333	48.0'	5527.19
334	48.0'	5528.01
335	48.0'	5528.83
336	48.0'	5529.65
337	48.0'	5530.47
338	48.0'	5531.29
339	48.0'	5532.11
340	48.0'	5532.93
341	48.0'	5533.75
342	48.0'	5534.57
343	48.0'	5535.38
344	48.0'	5536.20
345	48.0'	7075.26
346	48.0'	14600.30
347	48.0'	9833.42
348	48.0'	5961.98
349	48.0'	5967.17
350	48.0'	5972.37

Lot Table		
Lot #	Lot Width	Area
351	48.0'	5977.56
352	48.0'	5982.75
353	48.0'	5987.95
354	48.0'	5993.14
355	48.0'	5998.33
356	48.0'	5994.85
357	48.0'	5895.32
358	48.0'	5904.00
359	48.0'	5904.00
360	48.0'	5904.00
361	48.0'	5904.00
362	48.0'	5904.00
363	48.0'	5904.00
364	48.0'	5904.00
365	48.0'	5895.32
366	48.0'	5895.32
367	48.0'	5904.00
368	48.0'	5904.00
369	48.0'	5904.00
370	48.0'	5904.00
371	48.0'	5904.00
372	48.0'	5904.00
373	48.0'	5904.00
374	48.0'	5895.32
375	48.0'	5895.32
376	48.0'	5904.00
377	48.0'	5904.00
378	48.0'	5904.00
379	48.0'	5904.00
380	48.0'	5904.00
381	48.0'	5904.00
382	48.0'	5904.00
383	48.0'	5895.32
384	48.0'	5895.32
385	48.0'	5904.00
386	48.0'	5904.00
387	48.0'	5904.00
388	48.0'	5904.00
389	48.0'	5904.00
390	48.0'	5904.00
391	48.0'	5904.00
392	48.0'	5895.32
393	48.0'	5895.32
394	48.0'	5904.00
395	48.0'	5904.00
396	48.0'	5904.00
397	48.0'	5904.00
398	48.0'	5904.00
399	48.0'	5904.00
400	48.0'	5904.00

19-0254



KEY MAP
N.T.S.



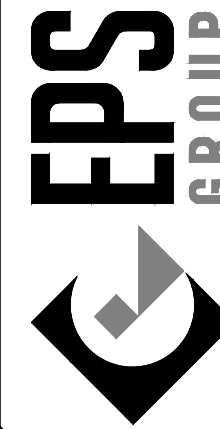
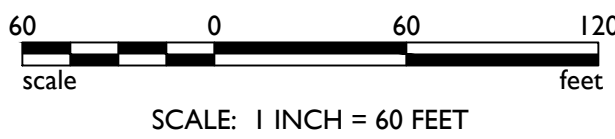
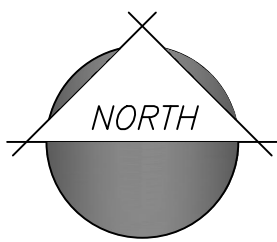
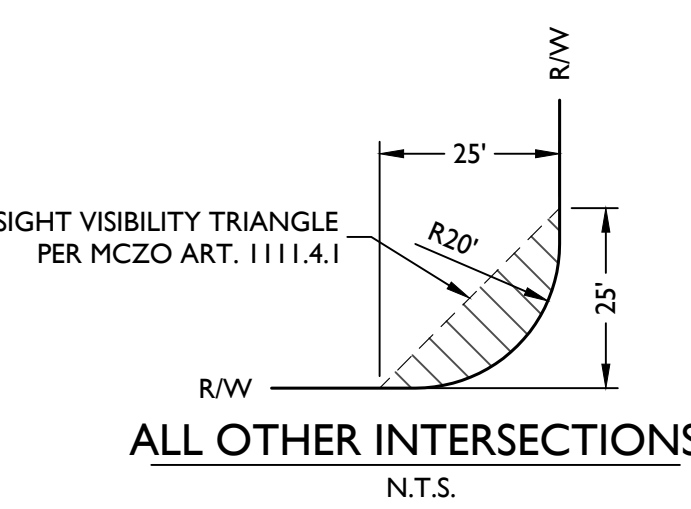
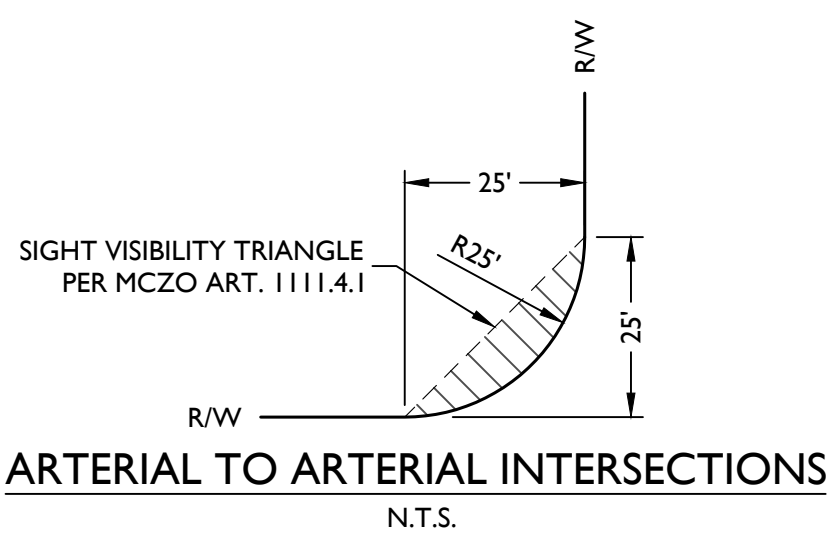
LEGEND

- | | |
|---|---|
| ===== | STREET CENTERLINE |
| ----- | STREET RIGHT-OF-WAY |
| ---- | PUBLIC UTILITY EASEMENT |
| ===== | LOT LINE |
| ----- | VEHICLE NON-ACCESS EASEMENT |
| - - - - | SIGHT VISIBILITY TRIANGLE |
| ---- | SEWER LINE |
| ----- | WATER LINE |
|  | FIRE HYDRANT |
|  | MANHOLE |
| R/W | RIGHT-OF-WAY |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| R.E. | ROADWAY EASEMENT |
| P.S.E. | PARKING AND SIDEWALK EASEMENT |
| S.V.T. | SIGHT VISIBILITY TRIANGLE |
| D.S.T. | DEPARTURE SIGHT TRIANGLE |
| V.N.A.E. | VEHICLE NON-ACCESS EASEMENT |
| BCF | BRASS CAP FLUSH |
| BCHH | BRASS CAP IN HANDHOLE |
| FD | FOUND |
| RB | REBAR |
| SNFN | SEARCHED FOR, NOTHING FOUND |
| COB | CITY OF BUCKEYE |
| COG | CITY OF GOODYEAR |
| MCDOT | MARICOPA COUNTY DEPT. OF TRANSPORTATION |

MCDOT DEPARTURE SIGHT TRIANGLES

MCDOT D.S.T. #1 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1b OF THE MCDOT ROADWAY DESIGN MANUAL 2020

MCDOT D.S.T. #2 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1c OF THE MCDOT ROADWAY DESIGN MANUAL 2020



Fulton Homes Enclave (S2020003)

Homes Enclave (S20)

PRELIMINARY PLAT

Project:

Revisions:

AT SUB.

SUB.

SUB.

Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona One Strike, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: _____

Drawn by: D



Job No.

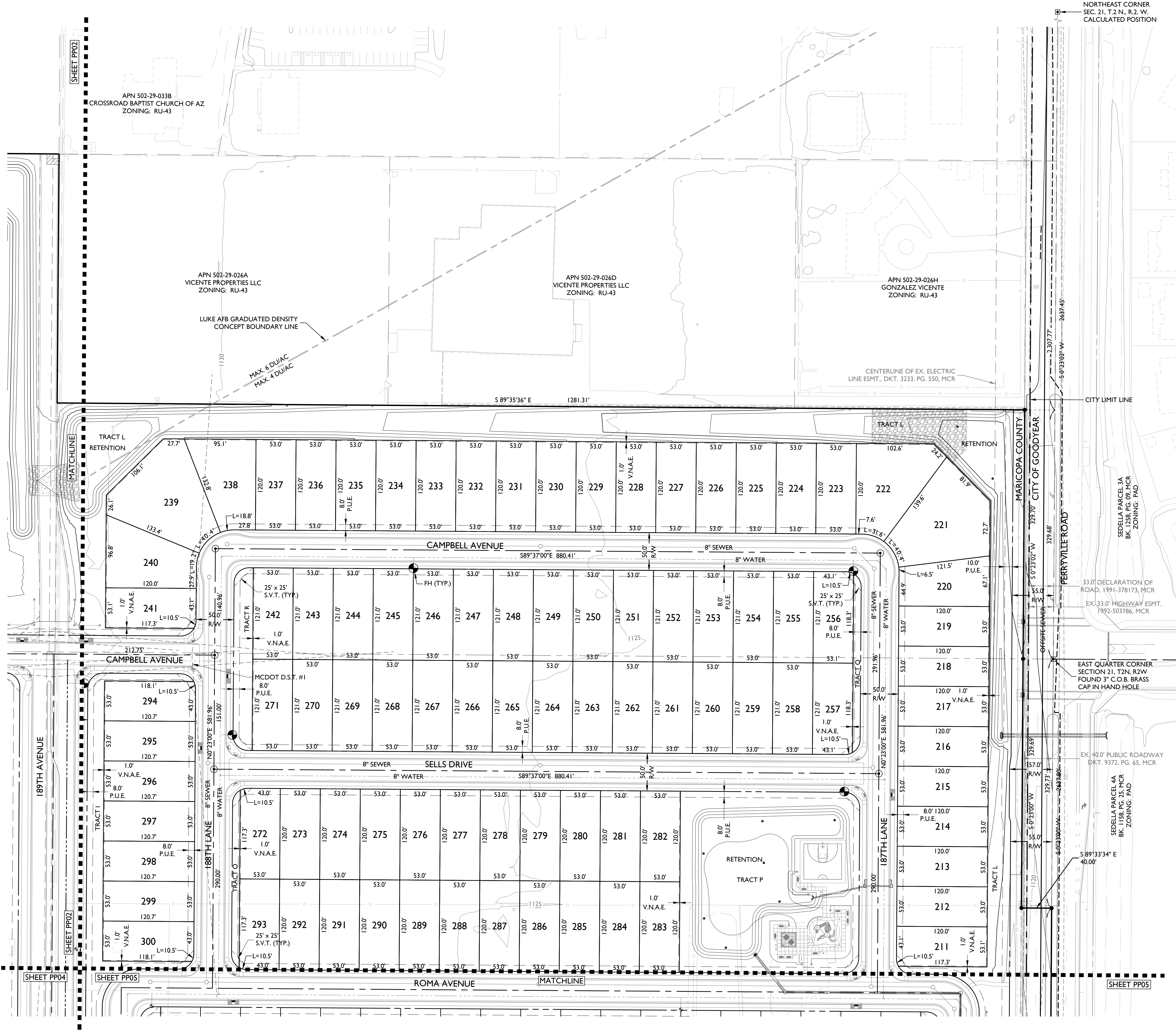
9-0254

PP02

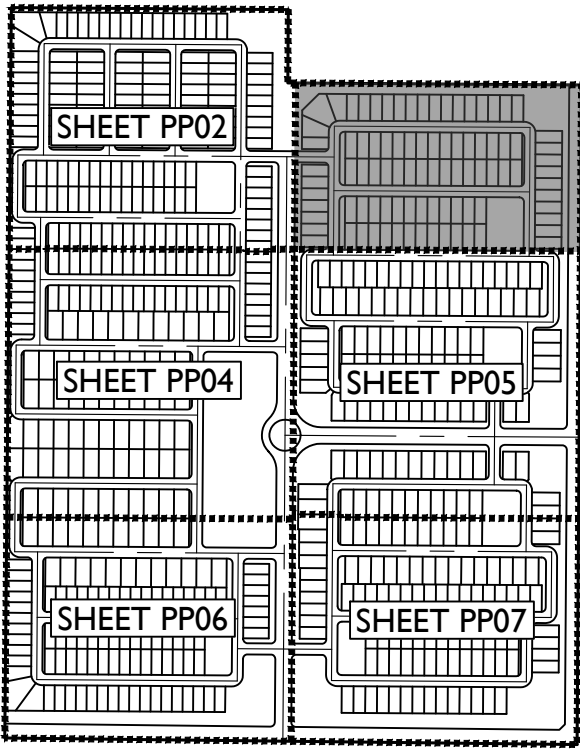
Sheet No. _____

3
of 9

19-0254



KEY MAP
N.T.S.



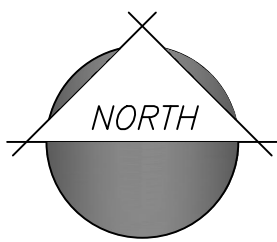
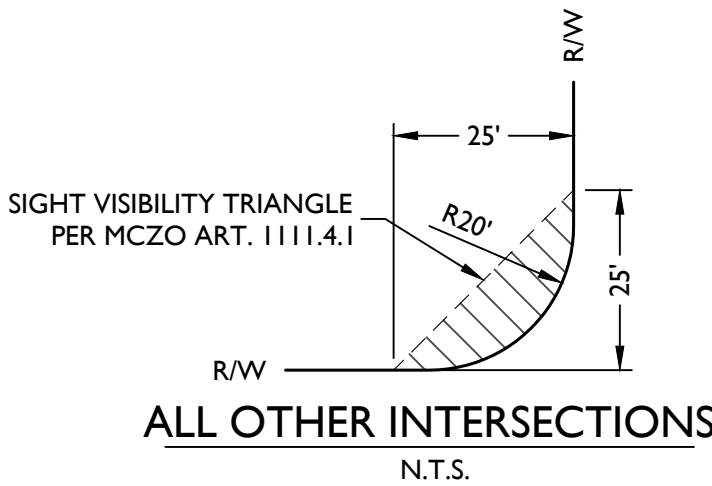
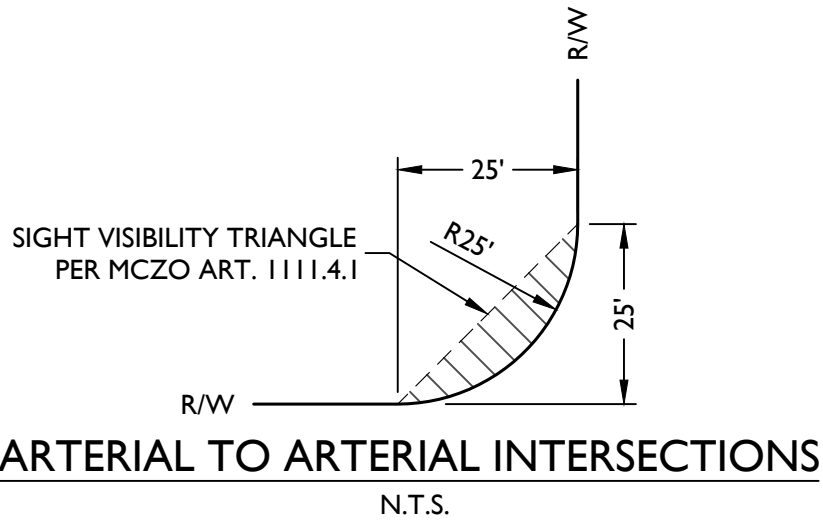
LEGEND

- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- LOT LINE
- VEHICLE NON-ACCESS EASEMENT
- SIGHT VISIBILITY TRIANGLE
- SEWER LINE
- WATER LINE
- FIRE HYDRANT
- MANHOLE
- R/W RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- R.E. ROADWAY EASEMENT
- P.S.E. PARKING AND SIDEWALK EASEMENT
- S.V.T. SIGHT VISIBILITY TRIANGLE
- D.S.T. DEPARTURE SIGHT TRIANGLE
- V.N.A.E. VEHICLE NON-ACCESS EASEMENT
- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HANDHOLE
- FD FOUND
- RB REBAR
- SNF SEARCHED FOR, NOTHING FOUND
- COB CITY OF BUCKEYE
- COG CITY OF GOODYEAR
- MCDOT MARICOPA COUNTY DEPT. OF TRANSPORTATION

MCDOT DEPARTURE SIGHT TRIANGLES

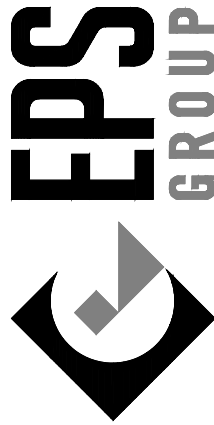
MCDOT D.S.T. #1 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1b OF THE MCDOT ROADWAY DESIGN MANUAL 2020

MCDOT D.S.T. #2 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1c OF THE MCDOT ROADWAY DESIGN MANUAL 2020



60 0 60 120
scale feet
SCALE: 1 INCH = 60 FEET

1130 N. Alma School Rd., Ste. 120
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
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Fulton Homes Enclave (S2020003)

NWC of Indian School Road and Perryville Road
Maricopa County

PRELIMINARY PLAT

Project:

Revisions:

FEBRUARY 17, 2020 - 1ST PRELIMINARY PLAT SUB.
MAY 16, 2020 - 2ND PRELIMINARY PLAT SUB.
JULY 31, 2020 - 3RD PRELIMINARY PLAT SUB.

Call at least two full working days
before you begin excavation.

ARIZONA 800
800-441-8000 (Toll Free)
in Maricopa County: (602)263-1100

Designer: JH
Drawn by: DCH



Job No.
19-0254

PP03

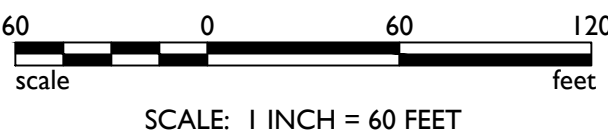
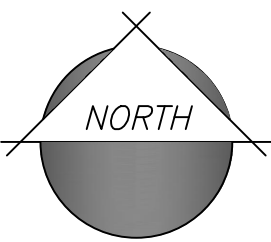
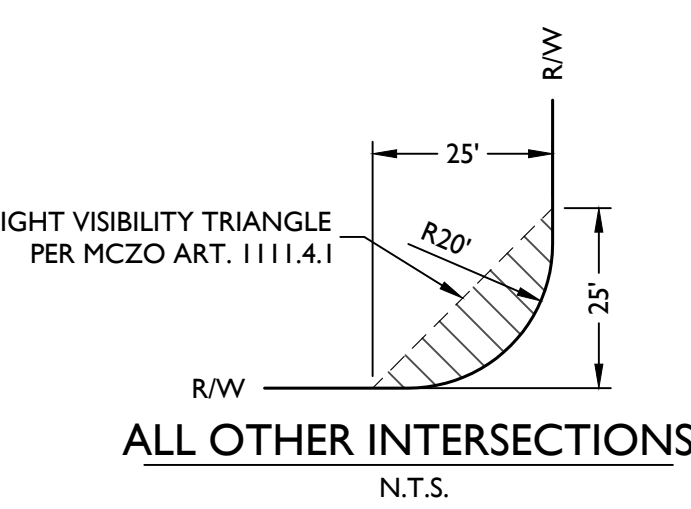
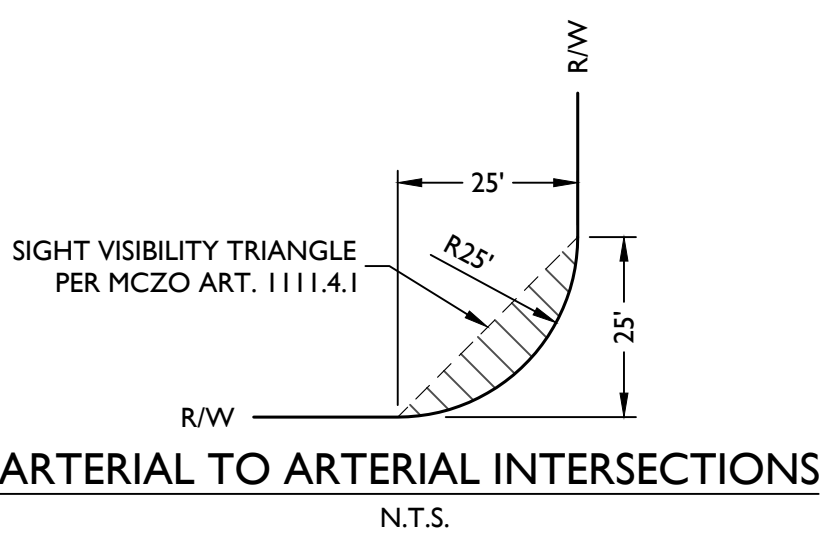
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4
of 9



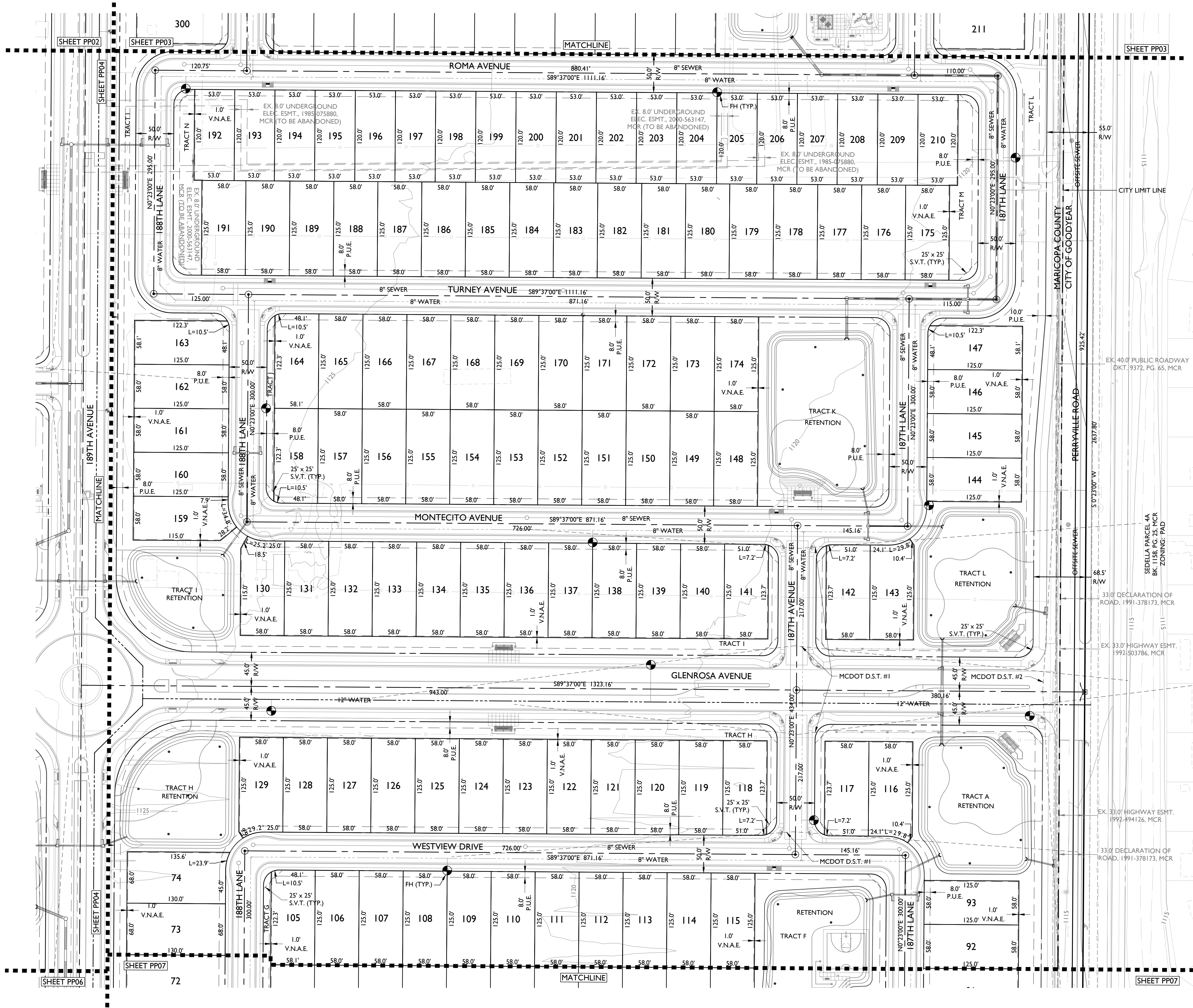
————	STREET CENTERLINE
-----	STREET RIGHT-OF-WAY
———	PUBLIC UTILITY EASEMENT
———	LOT LINE
———	VEHICLE NON-ACCESS EASEMENT
- - - -	SIGHT VISIBILITY TRIANGLE
———	SEWER LINE
———	WATER LINE
	FIRE HYDRANT
	MANHOLE
R/W/	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
R.E.	ROADWAY EASEMENT
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MCDOT	MARICOPA COUNTY DEPT. OF TRANSPORTATION

MCDOT D.S.T. #1 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1b OF THE MCDOT ROADWAY DESIGN MANUAL 2020

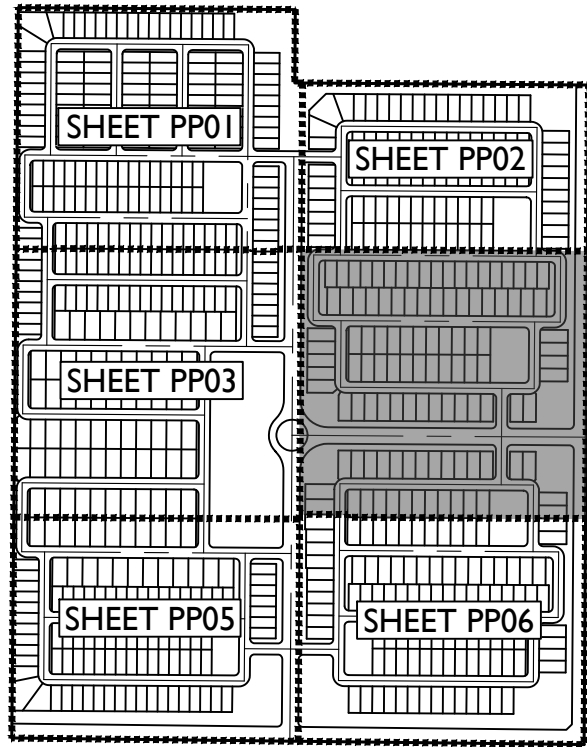
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19-0254



KEY MAP
N.T.S.

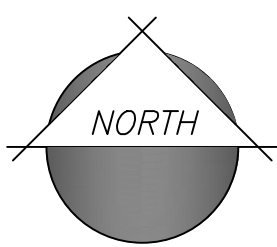
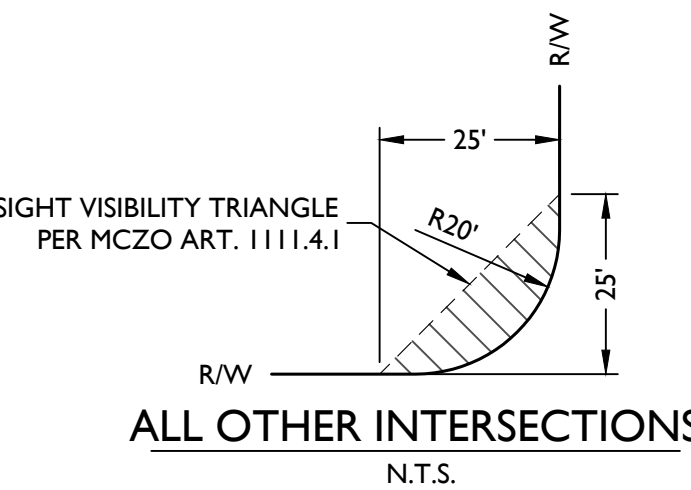
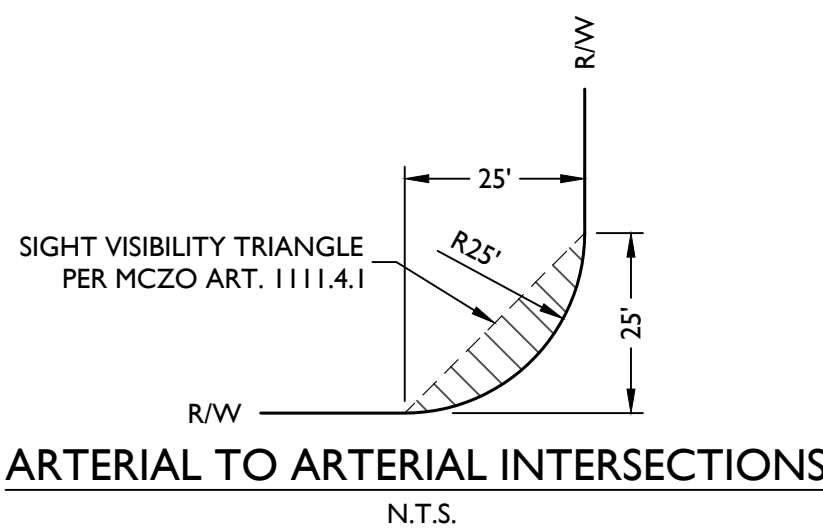


LEGEND

- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- LOT LINE
- VEHICLE NON-ACCESS EASEMENT
- SIGHT VISIBILITY TRIANGLE
- SEWER LINE
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- R/W RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
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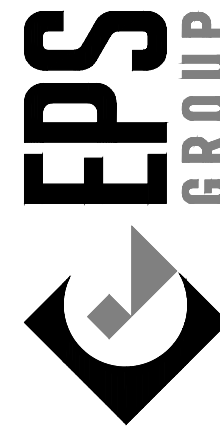
MCDOT DEPARTURE SIGHT TRIANGLES

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MCDOT D.S.T. #2 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1c OF THE MCDOT ROADWAY DESIGN MANUAL 2020



60 0 60 120
scale feet
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Fulton Homes Enclave (S2020003)

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Call at least two full working days before you begin construction.
ARIZONA
State of Arizona
In Maricopa County (002263-1100)

Designer: JH
Drawn by: DCH



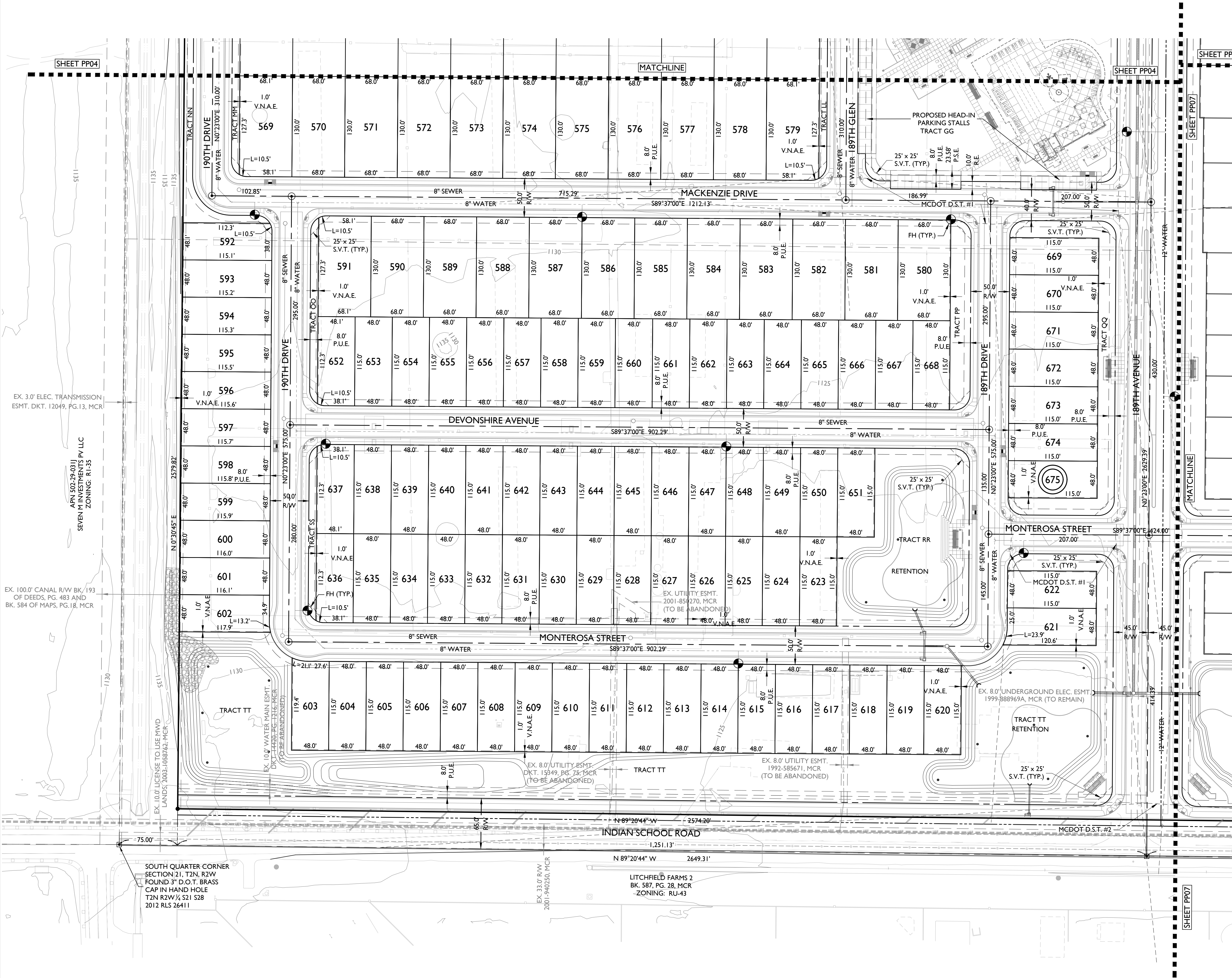
Job No.
19-0254

PP05

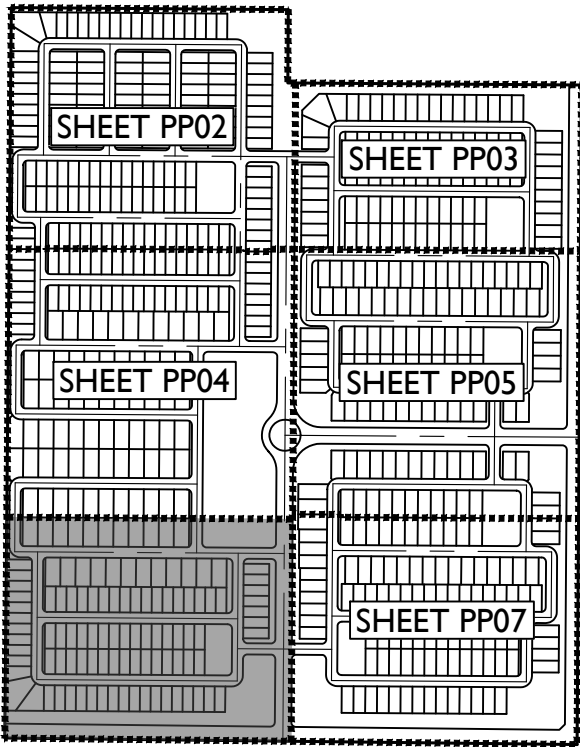
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6
of 9

19-0254

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KEY MAP
N.T.S.



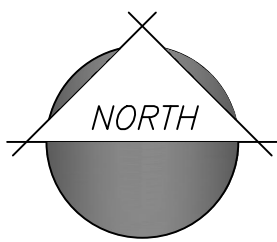
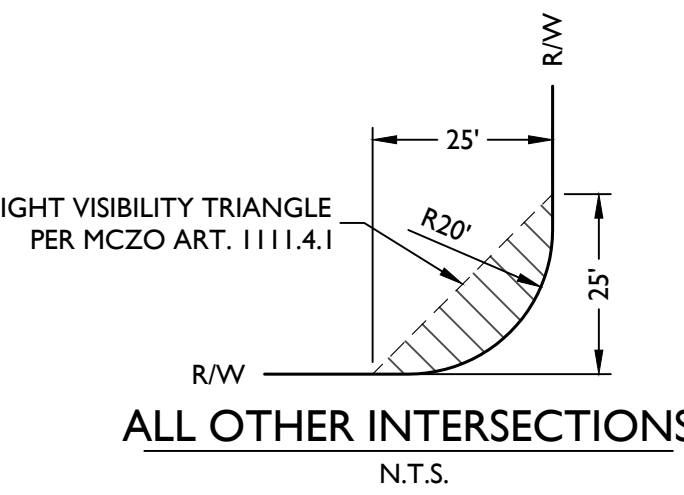
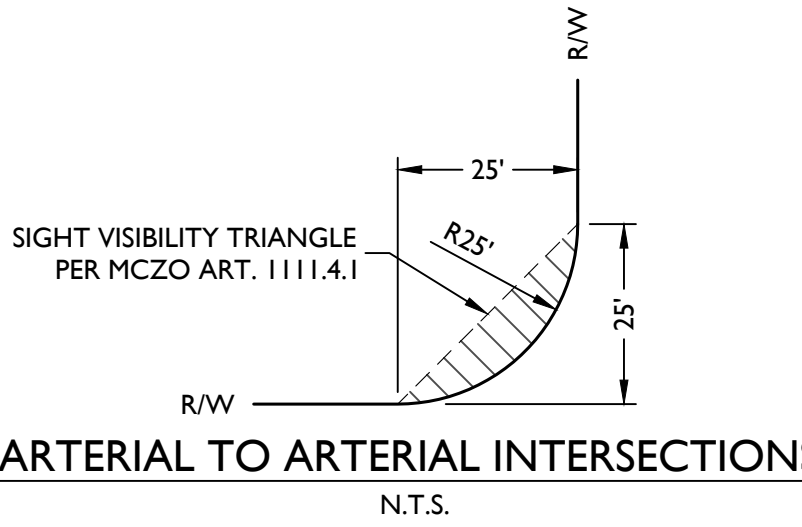
LEGEND

- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- LOT LINE
- VEHICLE NON-ACCESS EASEMENT
- SIGHT VISIBILITY TRIANGLE
- SEWER LINE
- WATER LINE
- FIRE HYDRANT
- MANHOLE
- R/W RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- R.E. ROADWAY EASEMENT
- P.S.E. PARKING AND SIDEWALK EASEMENT
- S.V.T. SIGHT VISIBILITY TRIANGLE
- D.S.T. DEPARTURE SIGHT TRIANGLE
- V.N.A.E. VEHICLE NON-ACCESS EASEMENT
- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HANDHOLE
- FD FOUND
- RB REBAR
- SNFN SEARCHED FOR, NOTHING FOUND
- COB CITY OF BUCKEYE
- COG CITY OF GOODYEAR
- MCDOT MARICOPA COUNTY DEPT. OF TRANSPORTATION

MCDOT DEPARTURE SIGHT TRIANGLES

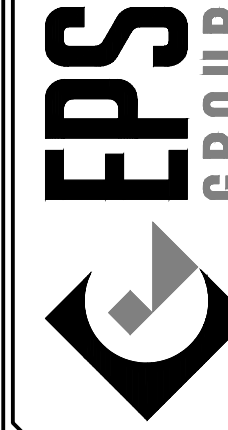
MCDOT D.S.T. #1 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1b OF THE MCDOT ROADWAY DESIGN MANUAL 2020

MCDOT D.S.T. #2 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1c OF THE MCDOT ROADWAY DESIGN MANUAL 2020



60 0 60 120
scale feet
SCALE: 1 INCH = 60 FEET

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Fulton Homes Enclave (S2020003)

NWC of Indian School Road and Perryville Road
Maricopa County

PRELIMINARY PLAT

Project:

Revisions:

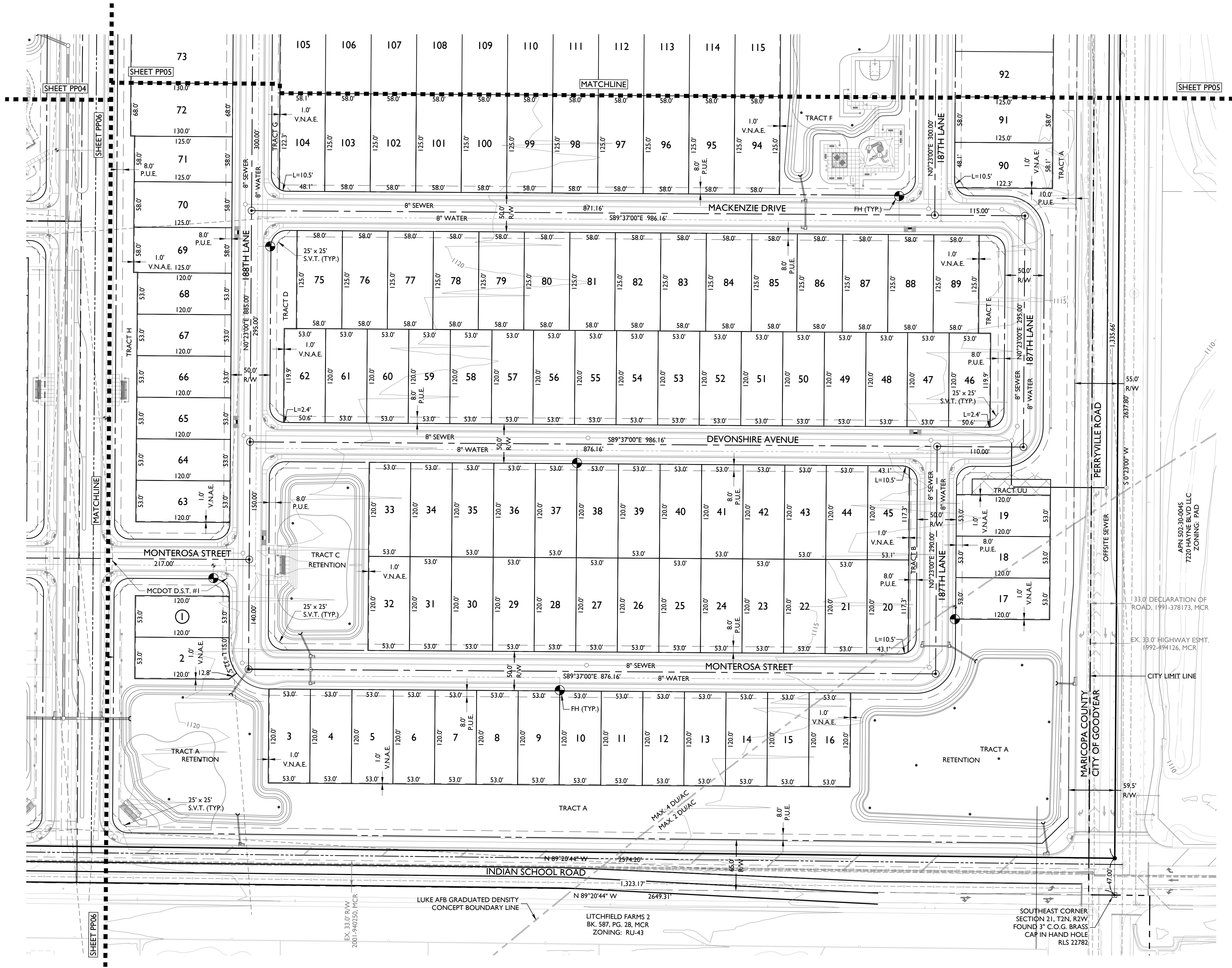
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MAY 16, 2020 - 2ND PRELIMINARY PLAT SUB.
JULY 31, 2020 - 3RD PRELIMINARY PLAT SUB.



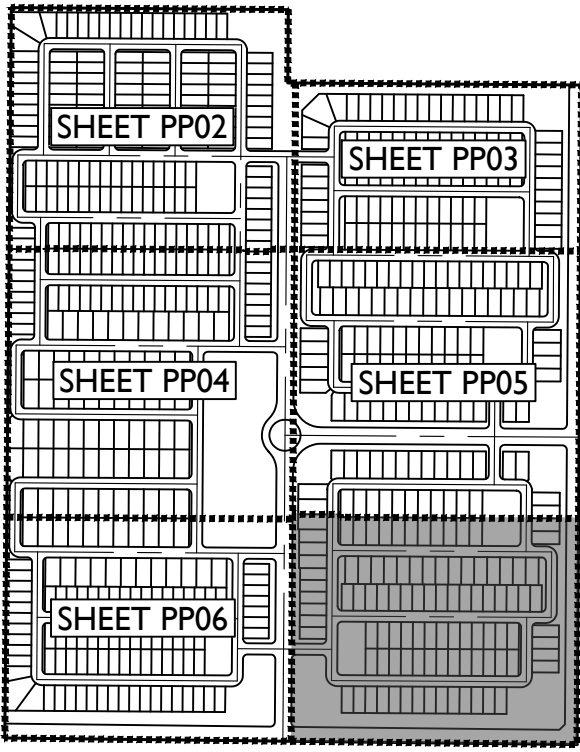
Designer: JH
Drawn by: DCH



Job No.
19-0254
Sheet No.
PP06
7
of 9



KEY MAP
N.T.S.

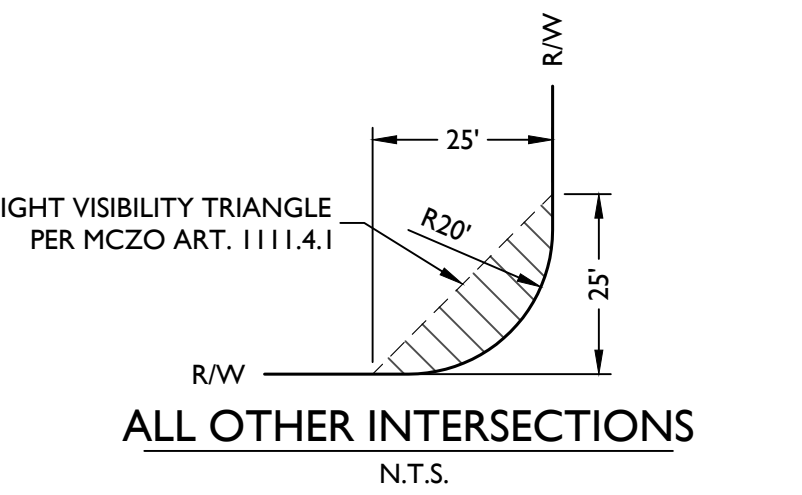
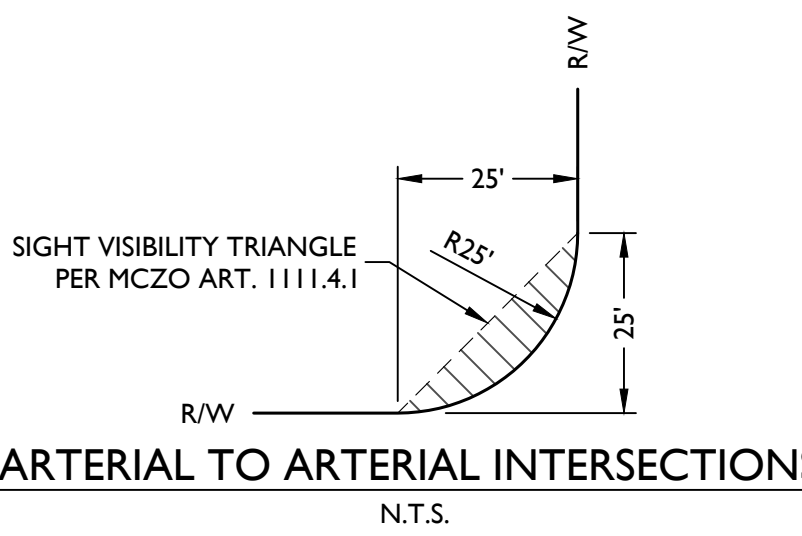


LEGEND

- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- LOT LINE
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MCDOT DEPARTURE SIGHT TRIANGLES

MCDOT D.S.T. #1 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1b OF THE MCDOT ROADWAY DESIGN MANUAL 2020
MCDOT D.S.T. #2 - DEPARTURE SIGHT TRIANGLE PER FIGURE 9.1c OF THE MCDOT ROADWAY DESIGN MANUAL 2020



ALL OTHER INTERSECTIONS
N.T.S.

60 0 60 120
scale feet

SCALE: 1 INCH = 60 FEET

NORTH

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Fulton Homes Enclave (S2020003)
NWC of Indian School Road and Perryville Road
Maricopa County

PRELIMINARY PLAT

Project: **19-0254**
Revisions: **PP07**

FEBRUARY 17, 2020 - 1ST PRELIMINARY PLAT SUB.
MAY 16, 2020 - 2ND PRELIMINARY PLAT SUB.
JULY 31, 2020 - 3RD PRELIMINARY PLAT SUB.

Call at least two full working days before you begin excavation.

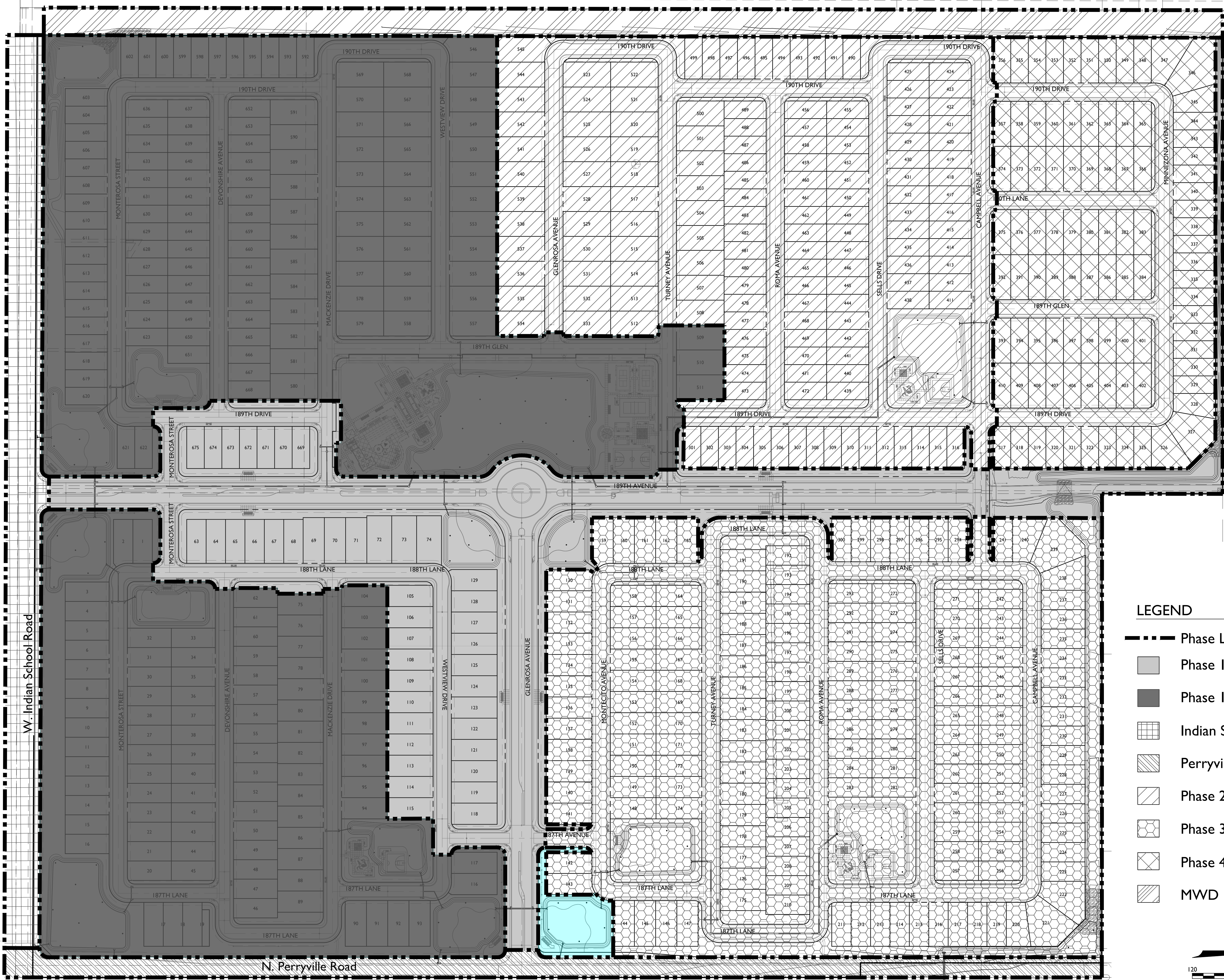
ARIZONA
Professional Engineer
54652
BRIAN NICHOLLS
Designated 07-21-20

Job No. **19-0254**
Sheet No. **8 of 9**

19-0254

Jul 30, 2020 2:24pm S:\Projects\2019\19-0254\Planning Drawings\Preliminary Plat\19-0254 - PP08.dwg

dhughes



LEGEND

- Phase Line
- Phase 1A
- Phase 1B
- Indian School Road
- Perryville Road
- Phase 2
- Phase 3
- Phase 4
- MWD Improvements Phase

Project:

Fulton Homes Enclave (S2020003)

NWC of Indian School Road and Perryville Road

Maricopa County

PHASING PLAN

Revisions:

NO.	DATE	DESCRIPTION	BY	CHKD
1	FEBRUARY 17, 2020	1ST PRELIMINARY PLAT SUB.		
2	MAY 16, 2020	2ND PRELIMINARY PLAT SUB.		
3	JULY 31, 2020	3RD PRELIMINARY PLAT SUB.		

Call at least two full working days before you begin excavations.

ARIZONA

State of Arizona
In Maricopa County: (602)263-1100

Designer: JH
Drawn by: DCH

Professional Engineer Seal:
BRIAN NICHOLLS
No. 54652
Exp. 07-31-2026

Job No.
19-0254

PP08

Sheet No.
9
of **9**

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EPS GROUP

Exhibit “2”

**Legal Description for
Enclave Future Annexation**

(On the following pages)



**Legal Description
Fulton Homes Enclave
Annex**

Job No. 19-0254

May 12, 2020

A portion of East Half of Section 21, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a 3" C.O.G. brass cap in a hand hole at the southeast corner of said Section 21, from which a 3" C.O.G. brass cap in a hand hole at the south quarter corner of said Section 21, bears North 89 degrees 20 minutes 44 seconds West (an assumed bearing) at a distance of 2,649.31 feet;

thence North 0 degrees 23 minutes 00 seconds East, along the east line of the Southeast Quarter of said Section 21, 47.16 feet;

thence North 89 degrees 37 minutes 00 seconds West, 33.00 feet to a point on the west line of the east 33.00 feet of said Southeast Quarter, said point being the **POINT OF BEGINNING**;

thence North 89 degrees 20 minutes 44 seconds West, along the north line of the south 47.00 feet of said Southeast Quarter, 22.00 feet to a point on the west line of the east 55.00 feet of said Southeast Quarter;

thence North 0 degrees 23 minutes 00 seconds East, along said west line, 2,590.54 feet;

thence North 0 degrees 23 minutes 02 seconds East, along the west line of the east 55.00 feet of the Northeast Quarter of said Section 21, 329.70 feet to a point on the north line of the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of said Section 21;

thence South 89 degrees 35 minutes 36 seconds East, along said north line, 22.00 feet to a point on the west line of the east 33.00 feet of said Northeast Quarter;

thence South 0 degrees 23 minutes 02 seconds West, along said west line, 329.69 feet;

thence South 0 degrees 23 minutes 00 seconds West, along the west line of the east 33.00 feet of the Southeast Quarter of said Section 21, 2,590.65 feet to the **POINT OF BEGINNING**.

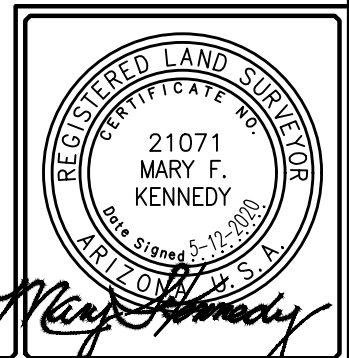
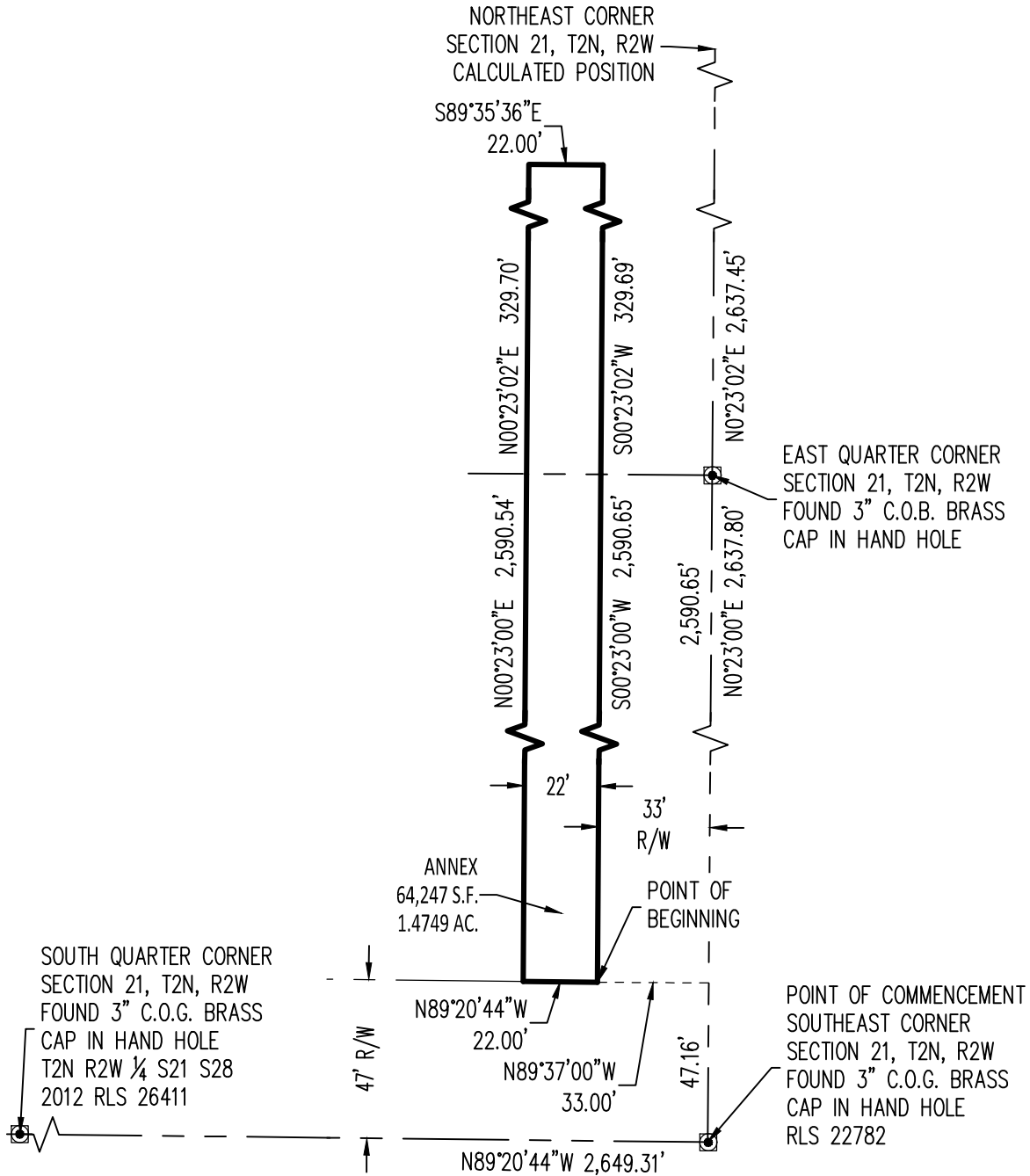
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Containing an area of 64,247 square feet or 1.4749 acres, more or less.



May 12, 2020 12:50pm S:\Projects\2019\19-0254\Legal Survey\Legals\19-0254 Enclave - Annex.dwg



19-0254

Fulton Homes Enclave
Annex

EXHIBIT



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