COUNTY OF MARICOPA FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE OF ITS TRUST NO. 7854 HEREBY SUBDIVIDES UNDER THE NAME OF "FINAL PLAT PEBBLECREEK PHASE II UNIT FIFTY-NINE". A PORTION OF THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25. ALL IN TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN. CITY OF GOODYEAR. MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY, DESCRIBED ON THIS PLAT. (SHEET 2 OF 3) TRUSTEE HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS TRACTS, EASEMENTS, STREETS AND PRIVATE ACCESS WAYS CONSTITUTING FINAL PLAT PEBBLECREEK PHASE II UNIT FIFTY-NINE AND THAT EACH LOT, TRACT, EASEMENT, STREET, PRIVATE ACCESS WAY AND OTHER PORTION OF FINAL PLAT PEBBLECREEK PHASE II UNIT FIFTY-NINE SHALL BE KNOWN BY THE NUMBER. LETTER OR NAME THAT IS SET FORTH ON THIS PLAT. COMMON AREA TRACT "A" IS DECLARED A PRIVATE ACCESS WAY FOR DRAINAGE AND FOR INGRESS AND EGRESS TO AND FROM THE LOTS, TRACTS AND OTHER PORTIONS OF FINAL PLAT PEBBLECREEK PHASE II UNIT FIFTY-NINE AND OTHER PORTIONS OF PEBBLECREEK GOLF RESORT BY THE OWNERS THEREOF, BY PEBBLECREEK PROPERTIES LIMITED PARTNERSHIP. AN ARIZONA LIMITED PARTNERSHIP ("PEBBLECREEK PROPERTIES"). BY THEIR RESPECTIVE GUESTS AND INVITEES AND BY FIRE, POLICE, AND EMERGENCY AND GOVERNMENTAL SERVICE VEHICLES AND PERSONNEL, INCLUDING REFUSE COLLECTION VEHICLES AND PERSONNEL. TRUSTEE HEREBY DEDICATES TO ALL PUBLIC UTILITY PROVIDERS A NON-EXCLUSIVE EASEMENT WITHIN COMMON AREA TRACT "A" AND WITHIN ALL AREAS DESIGNATED ON THIS PLAT AS PUBLIC UTILITIES EASEMENTS, WHICH NON-EXCLUSIVE EASEMENT IS FOR UNDERGROUND CABLES, PIPES, WIRES AND OTHER UNDERGROUND EQUIPMENT AND, IF AND TO THE EXTENT APPROVED IN WRITING BY PEBBLECREEK PROPERTIES OR ITS DESIGNATED SUCCESSORS OR ASSIGNS, FOR RELATED ABOVE-GROUND FACILITIES, FOR ELECTRICITY, GAS. COMMUNICATIONS, WATER, CABLE TELEVISION, SEWAGE DISPOSAL, AND EFFLUENT TREATMENT OR DISPOSAL, EXCEPT THAT THE CONSENT OF PEBBLECREEK PROPERTIES OR ITS DESIGNATED SUCCESSOR OR ASSIGN SHALL NOT BE REQUIRED FOR SUCH PERMITTED ABOVE—GROUND FACILITIES IF THE CITY OF GOODYEAR OR A COMMUNITY FACILITIES DISTRICT WITHIN SUCH CITY IS THE UTILITY PROVIDER. EXCEPT WHEN THE APPLICABLE PUBLIC UTILITY PROVIDER IS THE CITY OF GOODYEAR OR A COMMUNITY FACILITIES DISTRICT WITHIN SUCH CITY, A PUBLIC UTILITY PROVIDER'S ACCEPTANCE OF THIS EASEMENT CONSTITUTES SUCH PUBLIC UTILITY PROVIDER'S AGREEMENT (WHICH ACCEPTANCE AND AGREEMENT SHALL CONCLUSIVELY BE EVIDENCED BY THE INSTALLATION OF ANY CABLES, WIRES, PIPES, CONDUIT OR OTHER EQUIPMENT OR MATERIALS WITHIN THE PROPERTY SUBJECT TO THIS PLAT BY, FOR OR ON BEHALF OF SUCH PUBLIC UTILITY PROVIDER AND WHICH ACCEPTANCE AND AGREEMENT SHALL BE A CONDITION TO THE EFFECTIVENESS OF THIS EASEMENT WITH RESPECT TO SUCH PUBLIC UTILITY PROVIDER) TO: (A) INDEMNIFY, DEFEND AND HOLD HARMLESS (1) PEBBLECREEK PROPERTIES, (2) THE PROPERTY OWNERS ASSOCIATION(S) ESTABLISHED BY PEBBLECREEK PROPERTIES FOR FINAL PLAT PEBBLECREEK PHASE II UNIT FIFTY-NINE AND PEBBLECREEK GOLF RESORT, (3) THE RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS SUCCESSORS AND ASSIGNS OF PEBBLECREEK PROPERTIES AND OFFICERS, DIRECTORS, DIRECTO SUCH PROPERTY OWNERS ASSOCIATION(S), AND (4) THE RESPECTIVE OWNERS OF THE REAL PROPERTY THAT IS SUBJECT TO THE FOREGOING EASEMENT FROM AND AGAINST ALL CLÀIMS, DEMÀNDS, LIABILITIES, OBLIGATIONS, DAMAGES, SUITS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEYS' FEES, ARISING FROM OR RELATING TO ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHERWISE, IN CONNECTION WITH THE INSTALLATION, CONSTRUCTION, DESIGN, OPERATION, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY CABLES, PIPES, WIRES OR OTHER EQUIPMENT OR FACILITIES BY, FOR OR ON BEHALF OF SUCH PUBLIC UTILITY PROVIDER OR IN CONNECTION WITH SUCH PUBLIC UTILITY PROVIDER'S OPERATIONS WITHIN FINAL PLAT PEBBLECREEK PHASE II UNIT FIFTY-NINE AND PEBBLECREEK GOLF RESORT: AND (B) REPAIR AND RESTORE ALL STREETS, FENCING, LANDSCAPING AND OTHER IMPROVEMENTS DAMAGED OR DESTROYED BY SUCH PUBLIC UTILITIES PROVIDER TO THE SAME CONDITION AS PRIOR TO THEIR DAMAGE OR DESTRUCTION. IN THE EVENT THE CITY OF GOODYEAR OR ANY COMMUNITY FACILITIES DISTRICT WITHIN SUCH CITY IS OR BECOMES A PUBLIC UTILITY PROVIDER AND INSTALLS, MAINTAINS, REPAIRS OR REPLACES ANY OF ITS PUBLIC UTILITIES WITHIN THE EASEMENT GRANTED TO PUBLIC UTILITY PROVIDERS BY THIS DEDICATION, AND IF THE CITY OF GOODYEAR OR SUCH COMMUNITY FACILITIES DISTRICT DAMAGES OR DESTROYS ANY STREETS, LANDSCAPING OR PRIVATE PROPERTY WITHIN THE EASEMENT. THE REPAIR AND REPLACEMENT OF SUCH LANDSCAPING OR PRIVATE PROPERT LOCATED WITHIN THE EASEMENT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF SUCH PROPERTY, EXCEPT THAT THE CITY OF GOODYEAR OR SUCH COMMUNITY FACILITIES DISTRICT SHALL CLOSE ANY EXCAVATIONS MADE BY IT WITHIN SUCH EASEMENT AND SHALL REPAIR THE STREETS (I.E. PRIVATE ACCESS WAYS), AT THE POINT OF ANY SUCH DAMAGE OR EXCAVATION, TO THE SAME CONDITION AS PRIOR TO THEIR DAMAGE OR EXCAVATION BY THE CITY OF GOODYEAR OR SUCH COMMUNITY FACILITIES DISTRICT, EXCEPT THAT THE CITY OF GOODYEAR WILL NOT BE RESPONSIBLE TO REPLACE DECORATIVE PAVEMENT INSTALLED OVER CITY UTILITY LINES BUT THAT PAVEMENT REPLACED SHALL BE TYPICAL BLACK ASPHALT CONCRETE COLOR OR GRAY CONCRETE COLOR.

WATER AND SEWER EASEMENT ("EASEMENTS") IN TRACT 'A' AS DESCRIBED ABOVE ARE GRANTED TO LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN UNDERGROUND (AND TO THE EXTENT APPROVED IN WRITING BY PEBBLECREEK PROPERTIES, OR ITS DESIGNATED SUCCESSORS OR ASSIGNS. FOR RELATED ABOVE GROUND FACILITIES [EXCEPT FIRE HYDRANTS, WHICH SHALL NOT REQUIRE SUCH APPROVAL]) WATER AND SEWER 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. CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE P.U.E. IN TRACT 'A': PROVIDED, HOWEVER, GRANTOR 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 PUBLIC UTILITY EASEMENT TRACT 'A' IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEES' ACCESS TO | BY-

THIS EASEMENT (TRACT 'A') IS GRANTED SUBJECT TO THE CONDITION THAT GRANTEE SHALL HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS AND PEBBLECREEK GOLF RESORT HOMEOWNERS ASSOCIATION NO. 1. INC. HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, JABILITIES OR EXPENSES WHICH MAY RESULT FROM GRANTEE'S USE OF THE EASEMENT. BY ACCEPTING THE EASEMENT. THE GRANTFE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY.

SIMIN BERRY, SENIOR TRUST OFFICER

ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS THE _____ DAY OF ____ ___, 2020, THE UNDERSIGNED OFFICER,

_, AS SR. TRUST OFFICER FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY, APPEARED BEFORE ME AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING FOR THE PURPOSES HEREIN CONTAINED, UPON BEHALF OF THE CORPORATION, AS TRUSTEE

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

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

LIEN HOLDER'S RATIFICATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED FEBRUARY 27, 2018, AND RECORDED FEBRUAURY 28, 2018, IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AT DOCUMENT NO. 20180153214, AS AMENDED BY AMENDMENT TO DEED OF TRUST, DATED SEPTEMBER 30, 2019, AND RECORDED ON SEPTEMBER 30, 2019, IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AT DOCUMENT NO. 20190772731, ENCUMBERING THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING DEDICATED AND GRANTED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 20190772731.

WESTERN ALLIANCE BANK. AN ARIZONA CORPORATION

ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AND BEING AUTHORIZED SO TO DO ON BEHALF OF SAID

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

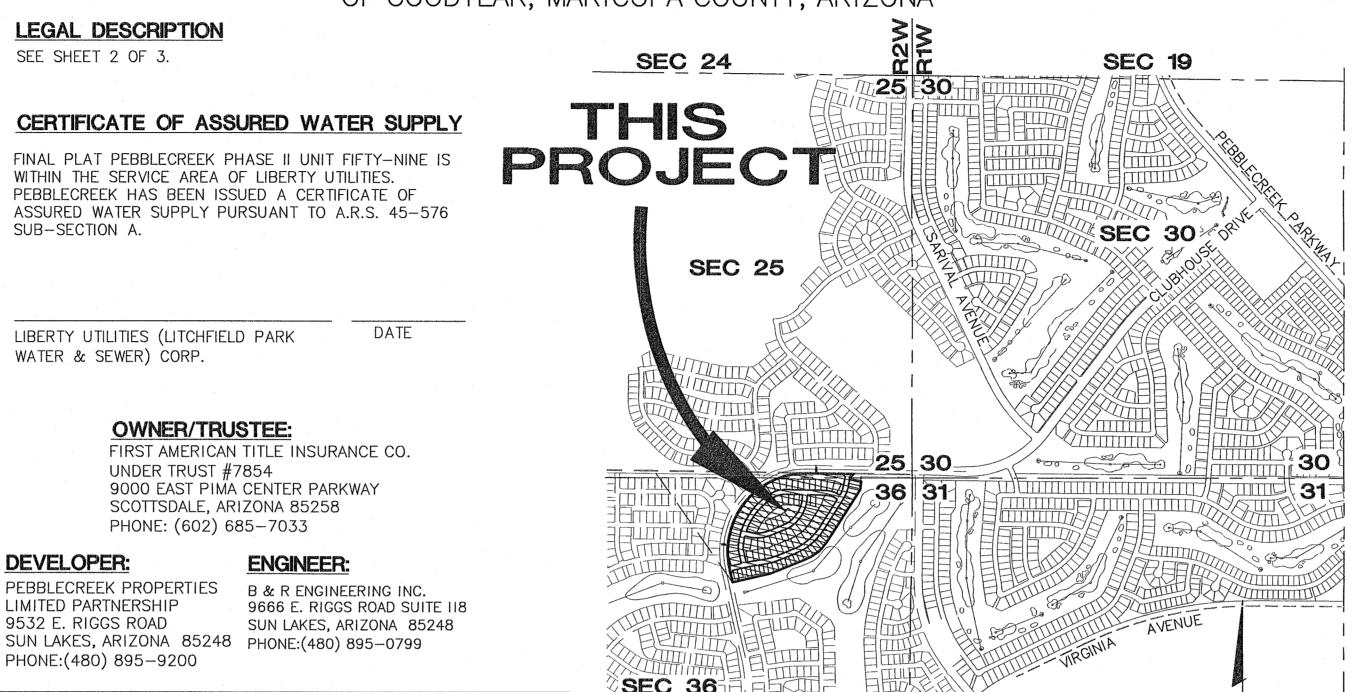
ENTITY, EXECUTED THE FOREGOING RATIFICATION.

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

FINAL PLAT PEBBLECREEK PHASE II UNIT FIFTY-NNE

LOCATED IN PORTIONS OF THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE G. & S.R.M., CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA



APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA	'		10 目間分			<u> </u>
THIS, 2020.			GROSS AREA OF SUE	BDIVISION	23.46 AC	
			TOTAL NUMBER OF I	LOTS	110	
BY:		DESCRIPTION OF TRACTS				
MAYOR (GEORGIA LORD)		USAGE		MAINTAINED/OWNER		
ATTEST:	A	PRIVATE ROADWAY/DRAI WATER AND SEWER			ECREEK GOLF RS ASSOCIATIO	
CITY CLERK (DARCIE McCRACKEN)	В	DRAINAGE/OPEN SPACE/P.	J.E. (AS SHOWN ON PLAT) PEBBLECREEK GOLF RESC			SORT HOA
	C	DRAINAGE/OPEN SPACE/P.	U.E. (AS SHOWN ON PLAT)	S SHOWN ON PLAT) PEBBLECREEK GOLF RESORT		
FINAL PLAT APPROVAL	D	OPEN SPACE/P.U.E. (AS SH	OWN ON PLAT)	PEBBLECRI	EEK GOLF RES	SORT HOA

PROP. LINE-

LOT 4' PUE

© PRIVATE STREETS

∠2' ROLL CURB

R/W TO B.S.L.

MIN. 10'

PROP. LINE-

OPEN SPACE/P.U.E. (AS SHOWN ON PLAT)

OPEN SPACE/P.U.E. (AS SHOWN ON PLAT)

FINAL PLAT APPROVAL				
APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA HIS, 2020. BY:				
CITY ENGINEER (SUMEET MOHAN)				
BUILDING				

LOT

11' FRONT

5' BSL

SETBACK LINE

LOT *

FINAL PLAT APPROVAL

LEGAL DESCRIPTION

SEE SHEET 2 OF 3.

SUB-SECTION A.

DEVELOPER:

LIMITED PARTNERSHIP

PHONE:(480) 895-9200

9532 E. RIGGS ROAD

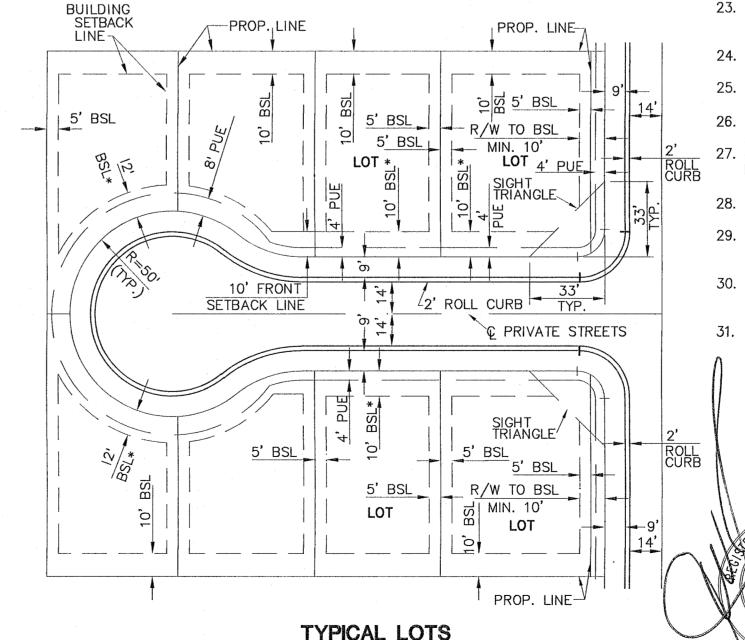
5' B.S.L.

LOT

R = 42'

(TYP.)

WATER & SEWER) CORP.



DRAINAGE/OPEN SPACE/P.U.E. (AS SHOWN ON PLAT) | PEBBLECREEK GOLF RESORT HOA NO. I, INC. |

DRAINAGE/OPEN SPACE/P.U.E. (AS SHOWN ON PLAT) PEBBLECREEK GOLF RESORT HOA NO. I. INC.

PEBBLECREEK GOLF RESORT HOA NO. I. INC.

0.12 AC.

TYPICAL LOTS "VILLA SERIES HOMES" LOTS 1-35

WITH PUBLIC UTILITY EASEMENTS AND MINIMUM BUILDING SETBACKS

TYPICAL VILLA LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS (UNLESS OTHERWISE SHOWN) MIN. FRONT YARD SETBACK = 11 FT. MIN. STREET SIDE SETBACK = 10 FT. (MIN. TO R/W)

MIN. REAR YARD SETBACK = 10 FT.

MIN. SIDE YARD SETBACK = 5 FT.

P.U.E. — INDICATES PUBLIC UTILITY EASEMENT B.S.L. — INDICATES BUILDING SETBACK LINE ---- ZERO SETBACK LINE FOR DUPLEX LOTS * FRONT YARD BUILDING SETBACKS TO BE INCREASED BY 5' ADJACENT TO SIDEWALKS

BUILDING SETBACK LINE TO BE 12 FEET WITHIN

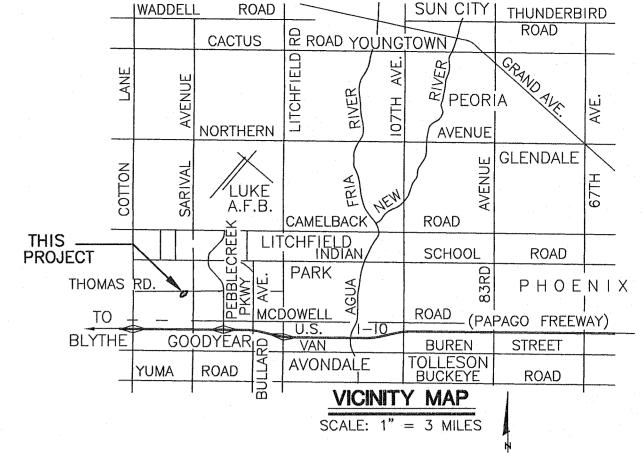
THE CUL-DE-SAC TO ALLOW FOR A 20 FOOT

DRIVEWAY.

LOTS 36-110

WITH PUBLIC UTILITY EASEMENTS AND MINIMUM BUILDING SETBACKS TYPICAL LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS

(UNLESS OTHERWISE SHOWN) MIN. FRONT YARD SETBACK = 10 FT. MIN. STREET SIDE SETBACK = 10 FT. (MIN. TO R/W) MIN. REAR YARD SETBACK = 10 FT. MIN. SIDE YARD SETBACK = 5 FT.



GENERAL NOTES

1. GROSS AREA OF THIS SUBDIVISION IS 23.46 ACRES

2. TOTAL NUMBER OF LOTS: 110 3. BASIS OF BEARINGS:

THE BEARING OF NORTH 8912'47" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, T2N, R2W, OF THE G & SRM. AS SHOWN ON THE FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY FOUR, BOOK 992 PAGE 27,

4. THERE SHALL BE A ONE FOOT, VEHICULAR NON-ACCESS EASEMENT (VNAE) IN LOCATIONS AS SHOWN ON THE PLAT. 5. A FOUR-FOOT (4') PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREETS WITHIN THE LOT AREAS IS DEDICATED HEREON AN EIGHT-FOOT (8') UNDERGROUND PUBLIC UTILITY EASEMENT ADJACENT TO ALL CUL-DE-SAC STREETS WITHIN THE LOT AREAS AS SHOWN ON THE PLAT IS DEDICATED HEREON.

6. A 1/2" IRON ROD WILL BE SET AND TAGGED WITH RLS #27744 AT ALL LOT CORNERS. 7. A THREE-INCH BRASS SURVEY MONUMENT TO BE SET IN CONCRETE AT ALL CENTERLINE P.C., P.T., AND STREET

8. ALL STREETS WITHIN COMMON AREA TRACT "A" ARE PRIVATE. TRACTS 'B', 'C', 'D 'E', 'F', 'G' AND 'H' ARE DESIGNATED FOR DRAINAGE AND OPEN SPACE PURPOSES.

THE STREETS ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE PEBBLECREEK GOLF RESORT HOMEOWNERS ASSOCIATION NO. 1, INC., AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHTS-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS, UNLESS STREETS ARE BROUGHT UP TO CURRENT CITY STANDARDS

10. PEBBLECREEK PHASE II UNIT FIFTY-NINE IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE AND/OR PHOENIX-GOODYEAR AIRPORT.

11. TRACTS 'B', 'C', 'D 'E', 'F', G, AND 'H', ARE HEREBY DESIGNATED FOR DRAINAGE AND OPEN SPACE PURPOSES, AND WILL BE OWNED AND MAINTAINED BY PEBBLECREEK GOLF RESORT HOMEOWNERS ASSOCIATION NO. 1, INC. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH THE STORMWATER MANAGEMENT ON THE PROPERTY.

12. NO TWO-STORY HOMES SHALL BE PERMITTED ON CORNER LOTS 36, 63, AND 81.

13. WALLS IN EXCESS OF 3-FEET WILL NOT BE PERMITTED IN THE AREA OF THE SIGHT VISIBILITY EASEMENT AT THE REAR OR STREET SIDE OF LOTS 36, 63, AND 81. 14. 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. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION. 15. STRUCTURES AND LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GRANITE, GROUND COVER, AND FLOWERS LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 6 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.

16. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, WITH EXCEPTION TO ANY 69KVA OR GREATER

4.76 AC. | 17. ALL SHADE STRUCTURES IN THE REAR YARD SHALL BE APPROVED BY THE PEBBLECREEK ARCHITECTURAL REVIEW

18. DRIVEWAYS UPON KEY LOTS SHALL BE LOCATED ON THE OPPOSITE SIDE OF THE LOT FROM THE VIEW OBSTRUCTION (UNIT FIFTY-NINE - LOT 94). 19. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

10A NO. I, INC. 0.92 AC. 20. PEBBLECREEK PHASE II UNIT FIFTY-NINE IS IN CLOSE PROXIMITY TO THE ARIZONA MOTORSPORTS PARK, GENERALLY LOCATED AT CAMELBACK AND REEMS ROADS, AND MAY BE SUBJECT TO NOISE INTRUSION. THE DEVELOPER SHALL POST SIGNAGE WITHIN ALL SUBDIVISION SALES OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE ACCIDENT POTENTIAL ZONES (APZs), 65 Ldn AND HIGHER NOISE CONTOURS, AND DEPARTURE CORRIDORS AS WELL AS THE PHOENIX-GOODYEAR AIRPORT TRAFFIC PATTERN AREA AND NOISE CONTOURS. THIS DISPLAY SHALL

INCLUDE A TWENTY-FOUR BY THIRTY-SIX INCH (24"X36") MAP AT THE SALES FACILITY, BE CLEARLY VISIBLE ON THE WALL AND SHALL INCLUDE THE APPROXIMATE LOCATIONS OF THE HOMES OR APARTMENTS BEING SOLD OR LEASED CLEARLY DEPICTED. THE REQUIRED CONTENTS OF THE MAP SHALL BE PROVIDED BY THE CITY OF GOODYEAR. PEBBLECREEK GOLF RESORT HOA NO. I, INC. | 0.04 AC. | 22. BUILDING SETBACKS EXCEED THOSE APPROVED IN THE PEBBLECREEK PHASE II P.A.D. AGREEMENT. REFERENCE THE APPROVED P.A.D. AGREEMENT FOR MORE INFORMATION.

23. PEBBLECREEK PHASE II UNIT FIFTY-NINE IS IN PROXIMITY TO I-10 AND THE LOOP 303 FREEWAY AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS AND THE CONSTRUCTION OF THEREOF.

24. PEBBLECREEK PHASE II UNIT FIFTY-NINE IS IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES.

25. DWELLING UNITS LOCATED ON LOTS THAT FRONT A T-INTERSECTION SHALL BE CONFIGURED SO THAT THE NON-LIVABLE PORTIONS OF THE DWELLING FACE ONCOMING TRAFFIC. (UNIT FIFTY-NINE - LOTS 41, 56, AND 57).

26. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THIS DEVELOPMENT, 27. MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING IN COMMON AREA TRACTS SHALL BE THE RESPONSIBILITY OF

PEBBLECREEK HOMEOWNERS ASSOCIATION UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE. 28. BUILDING PERMITS FOR VERTICAL CONSTRUCTION SHALL NOT BE ISSUED UNTIL IMPROVEMENTS ENSURING ADEQUATE WATER,

WASTEWATER AND EMERGENCY SERVICE FOR THE SUBDIVISION HAVE BEEN COMPLETED. 29. ALL PUBLIC IMPROVEMENTS CONSTRUCTED BY THE DEVELOPER OR SUCCESSORS WITHIN THE CITY OF GOODYEAR RIGHT-OF -WAY OR EASEMENTS SHALL BE SUBJECT TO A WARRANTY PERIOD OF NOT LESS THAN TWO YEARS FROM THE

ACCEPTANCE BY THE CITY ENGINEER. 30. PER SECTION 25 OF THE 1998 PEBBLE CREEK DEVELOPMENT AGREEMENT, IF THE REQUIRED RETENTION BASINS DO NOT DRAIN WITHIN THE PRESCRIBED TIME FRAME. THEN PARTIES SHALL MUTUALLY AGREE UPON A SOLUTION, CONSIDERING ALL

31. OPEN SPACE IMPROVEMENTS AND ASSOCIATED AMENITIES LOCATED WITHIN A UNIT OF DEVELOPMENT SHALL BE SUBSTANTIALLY COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY SINGLE FAMILY DWELLING UNIT WITHIN THAT UNIT.

CERTIFICATE OF SURVEYOR

I. WILLIE J. KATES, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF THREE SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF MAY 2020 AND MEETS THE MINIMUM STANDARDS FOR AN ARIZONA LAND BOUNDARY SURVEY, THAT THE PLAT IS CORRECT AND ACCURATE THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE MONUMENTS DESCRIBED IN IT HAVE EITHER BEEN FOUND, SET OR WILL BE SET AS DESCRIBED. THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

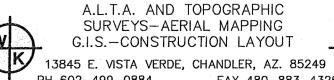
UTILITY COMPANIES

WASTE WATER____LIBERTY UTILITIES ELECTRIC __ _ ARIZONA PUBLIC SERVICE NATURAL GAS _ _ _ SOUTHWEST GAS CO. TELEPHONE ____ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ CENTURYLINK CABLE TELEVISION ____ _ _ _ _ _ _ _ _ _ _ COX CABLE

27744

WILLIE J.

C.O.G. #(20-52000008) DATE: 8/4/20 DESERT SKY SURVEYING, INC



PH 602-499-0884 2020 DESERT SKY SURVEYING, INC.

FAX 480-883-4326

