#### **DEDICATION:**

STATE OF ARIZONA	)
COUNTY OF MARICOPA	)S.S. )

KNOW ALL MEN BY THESE PRESENTS:

RESPECTIVELY ON SAID FINAL PLAT.

THAT WESTCORE ALPHA GOODYEAR I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1, LEX GOODYEAR (17510 WTR) LLC. A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 2 AND DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 3 AND TRACT A, HAVE CREATED A FINAL PLAT UNDER THE NAME "FIRST PARK AT PV303 SOUTH", LOCATED WITHIN THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION HEREIN, AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND

TRACTS CONSTITUTING THE SAME, AND THAT LOTS SHALL BE KNOWN BY THE NAME THAT IS GIVEN TO EACH

DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 3 AND TRACT A, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE RIGHTS OF WAY, SHOWN ON SAID PLAT AS BEING DEDICATED HEREON AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

WESTCORE ALPHA GOODYEAR I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1, LEX GOODYEAR (17510 WTR) LLC. A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 2 AND DRI FR GOODYEAR, LLC. A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 3 AND TRACT A, INCLUDING THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS AND AS TO THEIR RESPECTIVE INTERESTS, HEREBY DEDICATE TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN THE TRACTS AND LOTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). 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 BY THE CITY OF GOODYEAR AND ITS PERMITTEES: INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN: AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS.

WESTCORE ALPHA GOODYEAR I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1, LEX GOODYEAR (17510 WTR) LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 2 AND DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 3 AND TRACT A, INCLUDING THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS AND AS TO THEIR RESPECTIVE INTERESTS, HEREBY DEDICATE TO THE CITY OF GOODYEAR EXCLUSIVE SIDEWALK EASEMENTS ON, OVER AND ACROSS THOSE AREAS IN THIS PLAT IDENTIFIED AS SIDEWALK EASEMENTS AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("SIDEWALK EASEMENT AREAS"). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSE OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS.

WESTCORE ALPHA GOODYEAR I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1, LEX GOODYEAR (17510 WTR) LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 2 AND DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 3 AND TRACT A, INCLUDING THEIR RESPECTIVE ITS HEIRS, SUCCESSORS, AND ASSIGNS AND AS TO THEIR RESPECTIVE INTERESTS, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS:

ALL OF THE AREAS IDENTIFIED WITHIN LOTS 1-3 AND TRACT A AS (DRAINAGE RESERVATION AREAS) THAT HAVE NOT OTHERWISE BEEN CREATED BY SEPARATE INSTRUMENT ARE HEREBY RESERVED FOR THE INSTALLATION OF DRAINAGE FACILITIES AND BASINS FOR THE INCLUSIVE CONVEYANCE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FROM THE 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 DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED AND MAINTAINED BY THE OWNER AND SHALL PROVIDE STORM WATER CONVEYANCE AND STORAGE AS PRIVATE DRAINAGE FACILITIES AND PRIVATE RETENTION BASINS ADEQUATE TO CONVEY AND STORE DRAINAGE FROM THIS SUBDIVISION AND FROM PUBLIC RIGHTS-OF-WAY AND TO CONVEY DRAINAGE OFF-SITE PER IMPROVEMENT PLANS APPROVED BY AND ON FILE WITH THE CITY OF GOODYEAR. THESE COVENANTS CAN BE ENFORCED OR REMOVED BY THE CITY OF GOODYEAR, AND THE CITY OF GOODYEAR AND ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OR ATTEMPTED VIOLATIONS OF ANY OF THESE COVENANTS CAN BRING PROCEEDINGS AT LAW OR IN EQUITY TO ENFORCE THESE COVENANTS AND THE PARTY SEEKING TO ENFORCE THESE COVENANTS SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO REASONABLE ATTORNEYS' FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN SHALL BE A COVENANTS RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT OWNER OF ALL OR A PORTION OF LOTS 1-3 AND TRACT A.

IN WITNESS THEREOF: WESTCORE ALPHA GOODYEAR I, LLC, HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

WESTCORE ALPHA GOODYEAR I, LLC,

a Delaware limited liability company

#### By: Westcore Alpha Venture, LLC,

a Delaware limited liability company, its Sole Member

By: Westcore Realty Investments, LLC, a Delaware limited liability company, its Manager Westcore Realty, LLC, a Delaware limited liability company, its Sole Member \_\_\_\_\_ Name: \_\_\_\_\_

IN WITNESS THEREOF: LEX GOODYEAR (17510 WTR) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

LEX GOODYEAR (17510 WTR) LLC, a Delaware limited liability company

By: CDECRE, LLC, a Delaware limited liability company, its sole member

\_\_\_\_\_ Name:

Title:

IN WITNESS THEREOF: DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED HIS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

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

# FINAL PLAT

## FIRST PARK AT PV303 SOUTH

A PORTION OF LAND LOCATED WITHIN THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

not the truthfulness, accuracy, or	completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and revalidity of that document.
WESTCORE ALPHA GOOD	OYEAR I LLC, A DELAWARE LIABILITY COMPANY, AS OWNER OF LOT 1
STATE OF CALIFORNIA	)
COUNTY OF	) ss. )
On, before 1	ne,, Notary Public, personally appeared
	, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are ent and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their e person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
certify under PENALTY OF P	ERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official	seal.
Signature	(Seal)
ACKNOW	LEDGMENT:
STATE OF	)
COUNTY OF	)SS )
BEFORE ME THIS	DAY OF, 2020
PERSONALLY APPEAR	ED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED
HIMSELF /HERSELF T	O BE THE OF LEX GOODYEAR (17510 WTR) LLC, A
DELAWARE LIMITED LI	ABILITY COMPANY, AS OWNER OF LOT 2, AND ACKNOWLEDGED THAT HE/SHE,
	AS LEX GOODYEAR (17510 WTR) LLC, A DELAWARE
	MPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.
	, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC	 DATE
MY COMMISSION EXPI	RES
	LEDGMENT:
STATE OF	LEDGIVIEN I.
	)ss
COUNTY OF	) DAY OF, 2020
	ED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED
·	O BE THE OF DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABIL
	R OF LOT 3 AND TRACT A AND ACKNOWLEDGED THAT HE/SHE,
	DRI FR GOODYEAR,
•	MITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.  7, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC	 DATE
MY COMMISSION EXPI	RES
JIBERTY U	TILITIES RATIFICATION
	AND CONSENT, LIBERTY UTILITIES, AN ARIZONA CORPORATION, ACKNOWLEDGES AND DICATION OF THE LIBERTY SEWER EASEMENTS REFLECTED HEREIN. AND THE MAINTENANCE
	OTHER RESPONSIBILITIES REFERRED TO HEREIN.
LIBERTY UTILITIES, AN	ARIZONA CORPORATION
3Y:	
ACKNOWL	EDGMENT:
	) )S.S.
COUNTY OF MARICOPA	AY OF 2020 REFORE ME THE LINDERSIONED
	OAY OF, 2020 BEFORE ME, THE UNDERSIGNED,
COUNTY OF MARICOPA  ON THIS D  PERSONALLY APPEARED	

NOTARY PUBLIC

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

#### **OWNER**

DRI FR GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY 2555 EAST CAMELBACK ROAD, SUITE 180 PHOENIX, AZ 85016 CONTACT: NIC FISCHER PHONE: (480)483-0380

#### **OWNER**

EMAIL: nic@mpiaz.com

WESTCORE ALPHA GOODYEAR I, LLC, A DELAWARE LIMITED LIABILITY COMPANY 4350 LA JOLLA VILLAGE DRIVE, SUITE 900 SAN DIEGO, CA 92122 CONTACT: ROMY SELATI LOSEKE PHONE: (858)367-7174 EMAIL: rloseke@westcore.com

#### **OWNER**

LEX GOODYEAR (17510 WTR) LLC A DELAWARE LIMITED LIABILITY COMPANY C/O LEXINGTON REALTY TRUST ONE PENN PLAZA, SUITE 4015 NEW YORK, NEW YORK 10119 CONTACT: NATASHA ROBERTS PHONE: (212)692-7233 EMAIL: nroberts@lxp.com

#### **SURVEYOR**

**HUNTER ENGINEERING INC.** 10450 N 74TH STREET SCOTTSDALE, AZ PHONE: 480-991-3985 ATTN: JAMES A. BRUCCI

W. INDIAN SCHOOL ROAD

W. OSBORN ROAD

W. THOMAS ROAD

SITE

#### **SHEET INDEX:**

PLAT INFORMATION COVER SHEET, DEDICATION NOTES, LEGAL DESC., LIBERTY UTILITY PLAT VERBIAGE, RATIFICATIONS SHEET 2 SHEET 3 FINAL PLAT

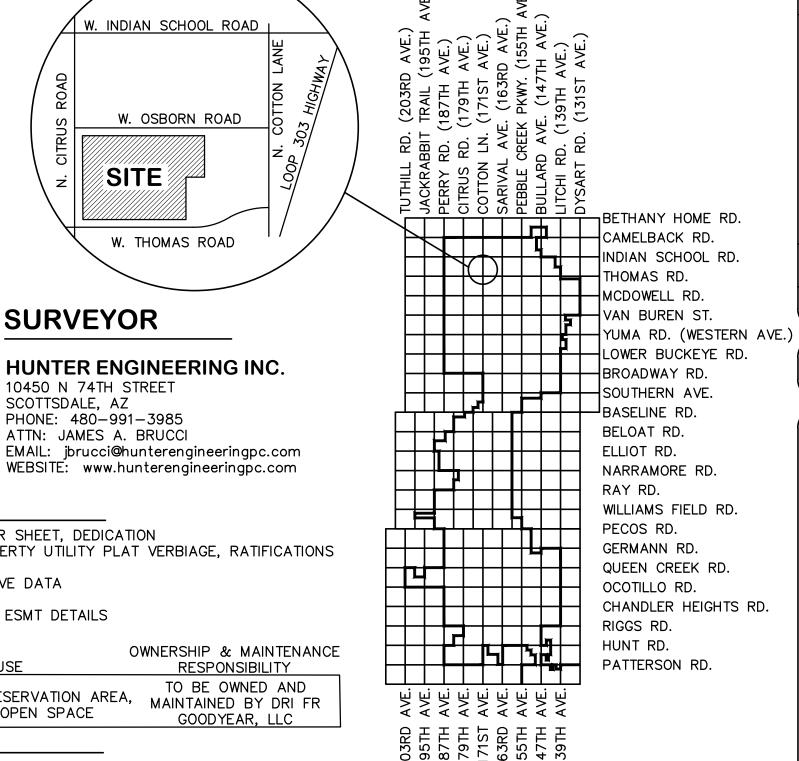
SHEET 4 FINAL PLAT, LINE & CURVE DATA SHEET 5 FINAL PLAT SHEET 6 FINAL PLAT & DRAINAGE ESMT DETAILS

OWNERSHIP & MAINTENANCE TRACT ID RESPONSIBILITY TO BE OWNED AND TRACT A 83,983.68 S.F DRAINAGE RESERVATION AREA,

PUE & OPEN SPACE

1.928 AC±

**LOT AREAS:** LOT 1 1,955,901 SQ.FT.± 44.902 AC.± 2,116,597 SQ.FT± LOT 2 48.591 AC.± 4,365,005 SQ.FT.± LOT 3 100.207 AC.± ROW AREA 394,118 SQ.FT.± 9.047 AC± TOTAL AREA 204.67 ACRES±



**VICINITY MAP** 

DRAWN BY: JR

CHECKED BY: JAB

ST., ALE, 480 480

**7ER** 

NOH INCIDENTIAL

V30

#### **UTILITIES:**

WATER EPCOR WATER ARIZONA, INC. LIBERTY SEWER SEWER **TELEPHONE** CENTURY LINK **ELECTRICITY** ARIZONA PUBLIC SERVICE CABLE TV COX COMMUNICATIONS GAS SOUTHWEST GAS

#### **FEMA NOTES:**

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2135L & 04013C 2130L (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD

ZONE: X IS DEFINED AS 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.

#### **BASIS OF BEARING:**

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 001540" EAST, ALONG 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, ACCORDING TO THE FINAL PLAT OF "FIRST PARK PV, PHASE 2", RECORDED IN BOOK 1505, PAGE 5, MARICOPA COUNTY RECORDS, ARIZONA.

#### FINAL PLAT APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF G	OODYEAR, ARIZONA
THIS OF	,2020.
BY: DATE  GEORGIA LORD, MAYOR	:
BY: DATCIE MCCRACKEN CITY CLERK	ΓΕ:
APPROVED BY THE CITY ENGINEER OF THE CITY OF	GOODYEAR, ARIZONA
THIS OF	,2020.
BY: DATI SUMEET MOHAN, CITY ENGINEER	Ξ <b>:</b>

#### LAND SURVEY CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2020; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED

REGISTERED LAND SURVEYOR #29865

TWNSHP: 2N RANGE: 2W JOB NO.: MERT015-FP

SCALE 1"=100'

SECTION: 26

SHEET

OF **6** 

#### **NOTES:**

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.

NO STRUCTURE 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.

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.
- c. 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.
- d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
- f. 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.

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.

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 TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

THIS PARCEL 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.

THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).

PRIVATE STREETS. PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

ALL LOT CORNERS SHALL BE MONUMENTED WITH ½"REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES.

### LIBERTY UTILITIES DEVELOPMENT GUIDE MARICOPA COUNTY, AZ, PLAT DEDICATION VERBIAGE

PERPETUAL WATER AND SEWER EASEMENTS ('EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO LIBERTY UTILITIES AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER AND SEWER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

NEITHER GRANTOR NOR THE OWNERS OF ANY PART OF THE PREMISES SHALL ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE EASEMENTS; HOWEVER, THEY SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENTS IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES IN ACCORDANCE WITH ARIZONA CORPORATION COMMISSION RULES AND REGULATIONS. GRANTEE SHALL NOT BE HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE LIMITS OF THE EASEMENTS DUE TO REPAIR, REPLACEMENT, CONSTRUCTION OR RELOCATION OF THE GRANTEE OWNED WATER AND SEWER LINES.

GRANTEE SHALL HOLD GRANTOR AND OWNERS OF ANY PART OF THE PREMISES HARMLESS FROM DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, WHICH RESULT FROM GRANTEES USE OF EASEMENT TO OPERATE, MAINTAIN, REPAIR, REPLACE AND INSTALL UTILITY OWNED INFRASTRUCTURE. THIS HOLD HARMLESS DOES NOT COVER NEGLIGENT ACTIONS FROM GRANTOR OR OWNERS THAT RESULT IN ANY CLAIM, AS WELL AS GRANTEE IS NOT HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES, DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE EASEMENT. GRANTOR AND GRANTEE AGREE THAT ALL EASEMENTS WILL ALSO BE GOVERNED BY ARIZONA ADMINISTRATIVE CODE R14-2-405C AS AMENDED. GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

#### **LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 89'58'21" WEST, A DISTANCE OF 2640.48 FEET;

THENCE SOUTH 89'58'21" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1966.72 FEET;

THENCE NORTH 00°01'39" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF THE FINAL PLAT OF FIRST PARK PV303, PHASE 2, AS RECORDED IN BOOK 1507, PAGE 5, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA. SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°58'21" WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 673.54 FEET;

THENCE SOUTH 89°58'15" WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2607.40 FEET;

THENCE NORTH 00°16'59" EAST, ALONG A LINE PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2577.34 FEET;

THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTH LINE OF THAT PROPERTY AS DESCRIBED IN DOCUMENT #2019-0263400, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89°43'53" EAST. A DISTANCE OF 22.00 FEET:

THENCE SOUTH 44°51'24" EAST, A DISTANCE OF 42.60 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 2108.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'00" EAST, A DISTANCE OF 55.32 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89\*59'35" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 446.56 FEET TO THE CENTER OF SAID SECTION 26; THENCE NORTH 89\*59'33" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1071.76 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 55.24 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF FIRST PARK PV303, PHASE 1 AS RECORDED IN BOOK 1499, PAGE 33, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 70.03 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 70.01 FEET TO THE NORTHWEST CORNER OF LOT 2 OF THE FINAL PLAT OF FIRST PARK PV 303, PHASE 2, AS RECORDED IN BOOK 1507, PAGE 5, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE THE FOLLOWING THREE COURSES ALONG THE WEST LINES OF LOTS 2 AND 1 OF SAID FINAL PLAT;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1132.76 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 410.91 FEET;

THENCE SOUTH 00°00'13" EAST, A DISTANCE OF 1332.87 FEET TO THE POINT OF BEGINNING.

#### CONSENT AND SUBORDINATION

THE UNDERSIGNED, THE TENANT UNDER A LEASE AGREEMENT DATED OCTOBER 5, 2020 BY AND BETWEEN WESTCORE ALPHA GOODYEAR I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LANDLORD AND XPO LOGISTICS SUPPLY CHAIN, INC. A NORTH CAROLINA CORPORATION AS TENANT (THE "LEASE"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDATION OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LEASE, THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED AS SHOWN ON THIS SUBDIVISION PLAT THAT IS SUBJECT TO SUCH LEASE AND DOES HEREBY SUBORDINATE THE LEASE TO THE EASEMENTS DEDICATED AND CREATED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS CONSENT AND SUBORDINATION APPLIES ONLY THE PORTIONS OF THE PROPERTY CONVEYED AND DEDICATED AND SHALL NOT IN ANY WAY AFFECT THE LEASE UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS CONSENT AND SUBORDINATION ON BEHALF OF THE TENANT UNDER THE LEASE.

XPO LOGISTICS SUPPLY CHAIN, INC.,						
A NORTH CAROLINA CORPORATION						
BY:						
NAME:						
TITLE:						

#### **ACKNOWLEDGMENT:**

STATE OF NORTH CAROLINA	)	<b>/cc</b>
COUNTY OF GUILFORD	)	)SS

ON \_\_\_\_\_\_ A NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY
HIS/HER SIGNATURE ON THE INSTRUMENT, THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF NORTH CAROLINA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS	MY	HAND	AND	OFFICIAL	SEAL.	
SIGNATUR	RE					

#### **CONSENT AND SUBORDINATION**

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2020–1006884, DATED OCTOBER 16, 2020, ENCUMBERING A PORTION OF THE PROPERTY DESCRIBED HEREIN, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED AS SHOWN ON THIS SUBDIVISION PLAT THAT IS SUBJECT SUCH DEED OF TRUST AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ DOCUMENT NO. 2020–1006884, DATED OCTOBER 16, 2020

S LIENHOLDEF	R FOR LOT 2
EX MINOOKA	I 1031 LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: LEXINGTON	REALTY TRUST, A MARYLAND REAL ESTATE TRUST
	BY:
	NAME:

Δ	CK		<b>MI</b>	FL	CI	MFI	N٦	Γ•
			V V L					

TITLE:

STATE OF

COUNTY OF	´)SS )		
BEFORE ME, THE UNDER	SIGNED AUTHORITY, A NOTARY P	UBLIC, ON THIS DAY PERSONA	ALLY APPEARED
MARYLAND REAL ESTATE FOREGOING INSTRUMENT,	1 LLC, A DELAWARE LIMITED LIAB TRUST, KNOWN TO ME TO BE T AND ACKNOWLEDGED THAT HE/S CONSIDERATION THEREIN EXPRE	HE PERSON WHOSE NAME IS S SHE EXECUTED AND DELIVERED	SUBSCRIBED TO THE D THE FORGING INSTRUM
GIVEN UNDER MY HAND	AND NOTARIAL SEAL THIS	DAY OF	, 2020.
NOTARY PUBLIC	DATE		
MY COMMISSION EXPIRES	S:		

#### **CONSENT AND SUBORDINATION**

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2020—1055584, DATED OCTOBER 29, 2020, ENCUMBERING A PORTION OF THE PROPERTY DESCRIBED HEREIN, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED AS SHOWN ON THIS SUBDIVISION PLAT THAT IS SUBJECT SUCH DEED OF TRUST AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ DOCUMENT NO. 2020—1055584, DATED OCTOBER 29, 2020.

S LIENHOLDER FOR LOT 1
.S. BANK NATIONAL ASSOCIATION NATIONAL BANKING ASSOCIATION
Y:
RINTED NAME:
ITLE:

#### **ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

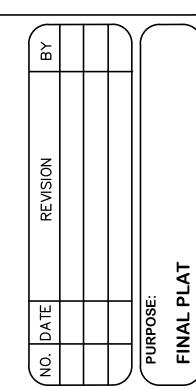
STATE OF CALIFORNIA	) )SS					
COUNTY OF SAN DIEGO )	)33					
ON	,	2020,	BEFORE			
ME						
PERSONALLY APPEARED _				,	WHO	PRO

PERSONALLY APPEARED \_\_\_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE			
PRINTED NAME:			
COMMISSION NUMBER:			
COMMISSION EXPIRES:			
PRINCIPAL PLACE OF BUSINESS:	COUNTY	NOTARY SEAL	



DRAWN BY: JR CHECKED BY: JAB

	SURVE
	O Z V
	N
	117

NEERING

N. 74TH ST., SUITE 200

SCOTTSDALE, AZ 85258

T 480 991 3985



- PV303 SOUTH

N THE SOUTH HALF OF SECTION 26,
ST, OF THE GILA AND SALT RIVER

ION OF LAND LOCATED WITHIN SHIP 2 NORTH, RANGE 2 WEST BASE AND MERIDIAN, MARIC

SECTION: 26 TWNSHP: 2N RANGE: 2W

JOB NO.: MERTO15-FP

SCALE 1"=100'

SHEET

OF **6** 

