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DEDICATION

STATE OF ARIZONA

} SS

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS
SUB 1 PROPERTY (THE "SUB 1 PROPERTY") AND GY160 LAND SUB 5 LLC, ARIZONA LIMITED LIABILITY COMPANIES, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 5 PROPERTY (THE "SUB 5 PROPERTY") COLLECTIVELY HAVE SUBDIVIDED UNDER THE NAME OF "AVION AT BALLPARK VILLAGE-PHASE 1A", BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "AVION AT BALLPARK VILLAGE-PHASE 1A" AND HEREBY DECLARE THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W* SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W* SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 5 PROPERTY AS DESCRIBED HEREIN.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS AND LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS AND LOTS, DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE SUB 5 PROPERTY AS DESCRIBED HEREIN (COLLECTIVELY THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (V.N.A.E.) UPON, OVER, AND ACROSS ALL AREAS IN THIS PLAT FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 1 PROPERTY; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (V.N.A.E.) UPON, OVER, AND ACROSS ALL AREAS IN THIS PLAT FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 5 PROPERTY (COLLECTIVELY THE "VEHICLE NON-ACCESS EASEMENT AREAS"). SUCH NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS ARE FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES AN EXCLUSIVE AND PERPETUAL WASTEWATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT LL DESIGNATED AS "SE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN (THE "WASTEWATER EASEMENT AREA"). THE WASTEWATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER EASEMENT AREA AND THE WASTEWATER EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WASTEWATER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WASTEWATER EASEMENT AREA.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES, A WATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT K1 DESIGNATED AS "WE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN (THE "WATER EASEMENT AREA"). THE WATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREA AND THE WATER EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER EASEMENT AREA.

GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES, A WATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT II DESIGNATED AS "WE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 5 PROPERTY DESCRIBED HEREIN (THE "WATER EASEMENT AREA"). THE WATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREA.

NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREA AND THE WATER EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER EASEMENT AREA.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS K1, LL, OO, AND QQ1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS G, II, K2, QQ2, AND UU INCLUDED WITH THE SUB 5 PROPERTY AS DESCRIBED HEREIN. THE NON-EXCLUSIVE DRAINAGE EASEMENTS DEDICATED HEREIN ARE FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNERS AT OWNERS' EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNERS HAVE FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNERS' EXPENSE. OWNERS SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNERS SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNERS' FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT(S) G, II, K1, K2, LL, OO, QQ1, QQ2, AND UU.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACTS UU AND WW, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN TRACTS UU AND WW, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN TRACTS UU AND/OR WW. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN TRACT W IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACTS UU AND/OR WW AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS GG1, HH1, I, JJ1, K1, KK, LL, MM, NN, OO, PP, AND QQ1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG2, HH2, II, J, JJ2, K2, AND QQ2 INCLUDED WITHIN THE SUB 5 PROPERTY DESCRIBED HEREIN HEREBY DECLARE TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG1, GG2, HH1, HH2, I, II, J, JJ1, JJ2, K1, K2, KK, LL, MM, NN, OO, PP, QQ1 AND QQ2 AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PROPERTY DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION. SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY CONVEYS TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION TRACTS GG1, HH1, I, JJ1, K1, KK, LL, MM, NN, OO, PP, AND QQ1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY ST FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY CONVEYS TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG2, HH2, II, J, JJ2, K2, AND QQ2 INCLUDED WITHIN THE SUB 5 PROPERTY DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF:

GY160 LAND SUB 1 LLC, AND GY160 LAND SUB 5 LLC, ARIZONA LIMITED LIABILITY COMPANIES, AS OWNERS HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED THIS _____DAY OF _____, 2021.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC., AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMAN, VICE-PRESIDENT

GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC., AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMAN, VICE-PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA

} S.S.

COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA

} S.S.

COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

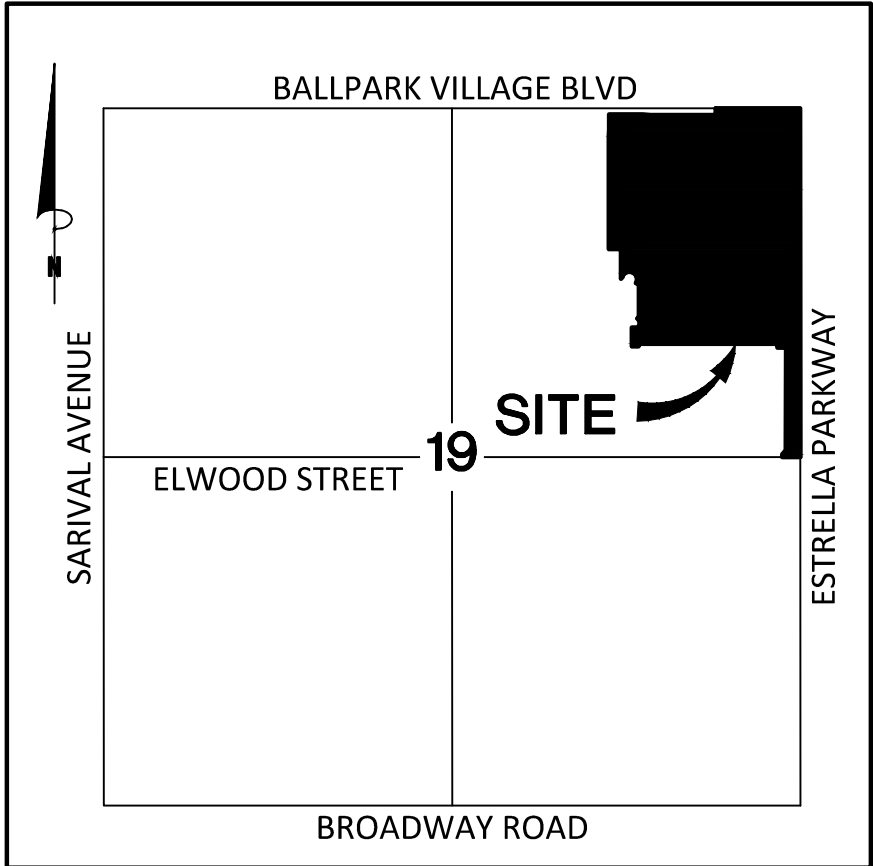
UTILITIES

WATER CITY OF GOODYEAR
SEWER CITY OF GOODYEAR
GAS SOUTHWEST GAS
ELECTRIC ARIZONA PUBLIC SERVICE
TELEPHONE CENTURY LINK / COX
REFUSE CITY OF GOODYEAR
CABLE TV CENTURY LINK / COX

WALL HEIGHT NOTICE TO HOMEBUYERS

LOTS 550 THRU 568 WILL HAVE A REAR PROPERTY WALL THAT WILL EXCEED 8 FEET IN HEIGHT.

LOTS 481 THRU 485 AND LOTS 519 THRU 533 HAVE A REAR PROPERTY WALL THAT WILL EXCEED 6 FEET IN HEIGHT.



VICINITY MAP

N.T.S.

OWNER

SUB 1 PROPERTY

GY160 LAND SUB 1 LLC
7001 N. SCOTTSDALE ROAD
SUITE #1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315-2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

OWNER

SUB 5 PROPERTY

GY160 LAND SUB 5 LLC
7001 N. SCOTTSDALE ROAD
SUITE #1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315-2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

ENGINEER

BOWMAN
6751 N. SUNSET BLVD #325
GLENDALE, AZ 85305
PHONE: (480) 629-8830
CONTACT: JOE CABLE
jcable@bowman.com

SHEET INDEX

- COVER, DEDICATION, SITE DATA, CERTIFICATION, APPROVALS
- TRACT AREA & USAGE TABLE, LOT AREA TABLE, SITE AREA TABLE, LEGAL DESCRIPTION, BASIS OF BEARINGS, NOTES, KEY MAP
- LINE & CURVE TABLES, TYPICAL LOT DETAILS
- FINAL PLAT PLAN SHEETS
- OWNERSHIP DELINEATION MAP

SITE DATA

ZONING	PAD
NUMBER OF LOTS	207
GROSS AREA	2,440,257 SQ.FT. OR 56.0206 ACRES, MORE OR LESS
NET AREA	1,628,237 SQ.FT. OR 37.3792 ACRES, MORE OR LESS

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION IN THIS FINAL PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG1, GG2, HH1, HH2, I, II, J, JJ1, JJ2, K1, K2, KK, LL, MM, NN, OO, PP, QQ1 AND QQ2 AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PROPERTY DESCRIBED HEREIN.

SIGNATURE DATE

ACKNOWLEDGMENT

STATE OF ARIZONA

} S.S.

COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

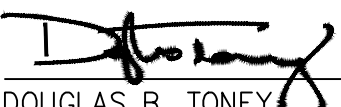
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

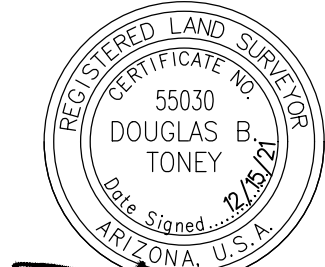
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.


DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN CONSULTING
1600 N DESERT DRIVE, #210
TEMPE, AZ 85281





FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2021.

BY: _____ ATTEST: _____
GEORGIA LORD — MAYOR DARCEE McCracken — CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2021.

BY: _____
SUMEET MOHAN — CITY ENGINEER

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

Bowman

Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

DATE: 12/15/21

PROJ. NO: 090568-02

TASK NUM: 001

DRAWN BY: TL

CHECKED: DT

QUALITY:

CLIENT NO:

SCALE

N.T.S.

1 of 7

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES
39	5,750	0.1320	402	5,175	0.1188	437	5,099	0.1171	472	4,500	0.1033	507	4,500	0.1033	542	4,500	0.1033
40	5,750	0.1320	403	5,175	0.1188	438	5,120	0.1175	473	4,500	0.1033	508	4,500	0.1033	543	4,500	0.1033
41	5,748	0.1320	404	5,175	0.1188	439	5,175	0.1188	474	4,500	0.1033	509	4,500	0.1033	544	4,500	0.1033
42	5,748	0.1320	405	5,175	0.1188	440	5,175	0.1188	475	4,500	0.1033	510	4,500	0.1033	545	4,500	0.1033
43	5,750	0.1320	406	5,175	0.1188	441	5,175	0.1188	476	4,500	0.1033	511	4,500	0.1033	546	4,500	0.1033
44	5,750	0.1320	407	5,175	0.1188	442	5,175	0.1188	477	4,500	0.1033	512	4,500	0.1033	547	4,500	0.1033
85	5,750	0.1320	408	5,175	0.1188	443	5,173	0.1188	478	4,500	0.1033	513	4,500	0.1033	548	4,500	0.1033
86	5,750	0.1320	409	5,175	0.1188	444	5,175	0.1188	479	4,500	0.1033	514	4,500	0.1033	549	4,498	0.1033
87	5,748	0.1320	410	5,175	0.1188	445	5,175	0.1188	480	4,498	0.1033	515	4,500	0.1033	550	4,573	0.1050
88	5,748	0.1320	411	5,175	0.1188	446	5,175	0.1188	481	4,465	0.1025	516	4,500	0.1033	551	4,721	0.1084
89	5,750	0.1320	412	5,175	0.1188	447	5,175	0.1188	482	4,500	0.1033	517	4,500	0.1033	552	4,500	0.1033
90	5,750	0.1320	413	5,171	0.1187	448	5,175	0.1188	483	4,500	0.1033	518	4,467	0.1026	553	4,500	0.1033
132	5,750	0.1320	414	5,024	0.1153	449	5,175	0.1188	484	4,500	0.1033	519	4,498	0.1033	554	4,500	0.1033
133	5,750	0.1320	415	5,175	0.1188	450	5,175	0.1188	485	4,500	0.1033	520	4,500	0.1033	555	4,500	0.1033
134	5,748	0.1320	416	5,175	0.1188	451	5,175	0.1188	486	4,500	0.1033	521	4,500	0.1033	556	4,500	0.1033
135	5,748	0.1320	417	5,175	0.1188	452	5,175	0.1188	487	4,500	0.1033	522	4,500	0.1033	557	4,500	0.1033
136	5,750	0.1320	418	5,175	0.1188	453	5,175	0.1188	488	4,500	0.1033	523	4,500	0.1033	558	4,495	0.1032
137	5,750	0.1320	419	5,175	0.1188	454	5,175	0.1188	489	4,500	0.1033	524	4,500	0.1033	559	4,500	0.1033
385	5,173	0.1188	420	5,173	0.1188	455	5,175	0.1188	490	4,500	0.1033	525	4,500	0.1033	560	4,500	0.1033
386	5,175	0.1188	421	5,173	0.1188	456	5,173	0.1188	491	4,500	0.1033	526	4,500	0.1033	561	4,500	0.1033
387	5,175	0.1188	422	5,175	0.1188	457	5,173	0.1188	492	4,500	0.1033	527	4,500	0.1033	562	4,500	0.1033
388	5,175	0.1188	423	5,175	0.1188	458	5,175	0.1188	493	4,500	0.1033	528	4,500	0.1033	563	4,500	0.1033
389	5,175	0.1188	424	5,175	0.1188	459	5,175	0.1188	494	4,500	0.1033	529	4,500	0.1033	564	4,500	0.1033
390	5,175	0.1188	425	5,142	0.1181	460	5,224	0.1199	495	4,500	0.1033	530	4,498	0.1033	565	4,500	0.1033
391	5,175	0.1188	426	5,079	0.1166	461	5,548	0.1274	496	4,500	0.1033	531	4,498	0.1033	566	4,500	0.1033
392	5,353	0.1229	427	5,173	0.1188	462	4,356	0.1000	497	4,500	0.1033	532	4,500	0.1033	567	4,499	0.1033
393	5,027	0.1154	428	5,175	0.1188	463	4,500	0.1033	498	4,500	0.1033	533	4,500	0.1033	568	4,345	0.0997
394	5,175	0.1188	429	5,175	0.1188	464	4,500	0.1033	499	4,498	0.1033	534	4,467	0.1026	569	6,609	0.1517
395	5,175	0.1188	430	5,175	0.1188	465	4,500	0.1033	500	4,498	0.1033	535	4,404	0.1011	570	5,680	0.1304
396	5,175	0.1188	431	5,173	0.1188	466	4,498	0.1033	501	4,500	0.1033	536	4,498	0.1033	571	5,704	0.1310
397	5,175	0.1188	432	5,173	0.1188	467	4,498	0.1033	502	4,500	0.1033	537	4,500	0.1033	572	5,750	0.1320
398	5,173	0.1188	433	5,175	0.1188	468	4,500	0.1033	503	4,500	0.1033	538	4,498	0.1033	573	5,750	0.1320
399	5,175	0.1188	434	5,175	0.1188	469	4,500	0.1033	504	4,500	0.1033	539	4,498	0.1033			
400	5,175	0.1188	435	5,175	0.1188	470	4,500	0.1033	505	4,500	0.1033	540	4,500	0.1033			
401	5,175	0.1188	436	5,173	0.1188	471	4,500	0.1033	506	4,500	0.1033	541	4,500	0.1033			

TRACT AREA TABLE					
TRACT	SQ. FT.	ACRES	OWNED / MAINTAINED	DESCRIPTION	
PARCEL G	280,476	6.4388	HOA / HOA	AMENITIES, DRAINAGE, LANDSCAPE, OPEN SPACE	
TRACT AA	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT BB	6,000	0.1377	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT C	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT CC	2,616	0.0601	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT D	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT DD	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT EE	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT FF	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT GG1	930	0.0213	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT GG2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT HH1	930	0.0213	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT HH2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT I	1,147	0.0263	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT I I	63,009	1.4465	HOA / HOA	DRAINAGE, IRRIGATION, LANDSCAPE, OPEN SPACE, PUE, WATER EASEMENT	
TRACT J	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT JJ1	870	0.0200	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT JJ2	1,010	0.0232	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT K1	49,844	1.1443	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, WATER EASEMENT	
TRACT K2	48,689	1.1177	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE	
TRACT KK	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT LL	9,000	0.2066	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, SEWER EASEMENT	
TRACT MM	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT NN	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT OO	26,500	0.6084	HOA / HOA	AMENITIES, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE	
TRACT PP	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE	
TRACT QQ1	46,400	1.0652	HOA / HOA	DRAINAGE, IRRIGATION, LANDSCAPE, OPEN SPACE, PUE	
TRACT QQ2	43,842	1.0065	HOA / HOA	DRAINAGE, IRRIGATION, LANDSCAPE, OPEN SPACE, PUE	
TRACT UU	7,713	0.1771	CITY / HOA	LANDSCAPE, MEDIAN	
TRACT WW	1,269	0.0291	CITY / HOA	LANDSCAPE, MEDIAN	

OVERALL AREA TABLE		
PARCEL	SQ. FT.	ACRES
BOUNDARY	2,440,257	56.0206
ROW-EXISTING	98,189	2.2541
ROW-OFFSITE	123,595	2.8374
ROW-ONSITE	590,768	13.5622
NET	1,628,237	37.3792

NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.

2. 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.

3. 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.

4. 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 OWNER 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 OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE OWNER'S EXPENSE.
- C) MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
- D) AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
- E) IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

5. 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 OWNER 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 OWNER 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 OWNER'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) 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.

6. STRUCTURES WITHIN SIGHT VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN SIGHT VISIBILITY TRIANGLES WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

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

8. 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. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

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

10. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69 KV AND LARGER.

11. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

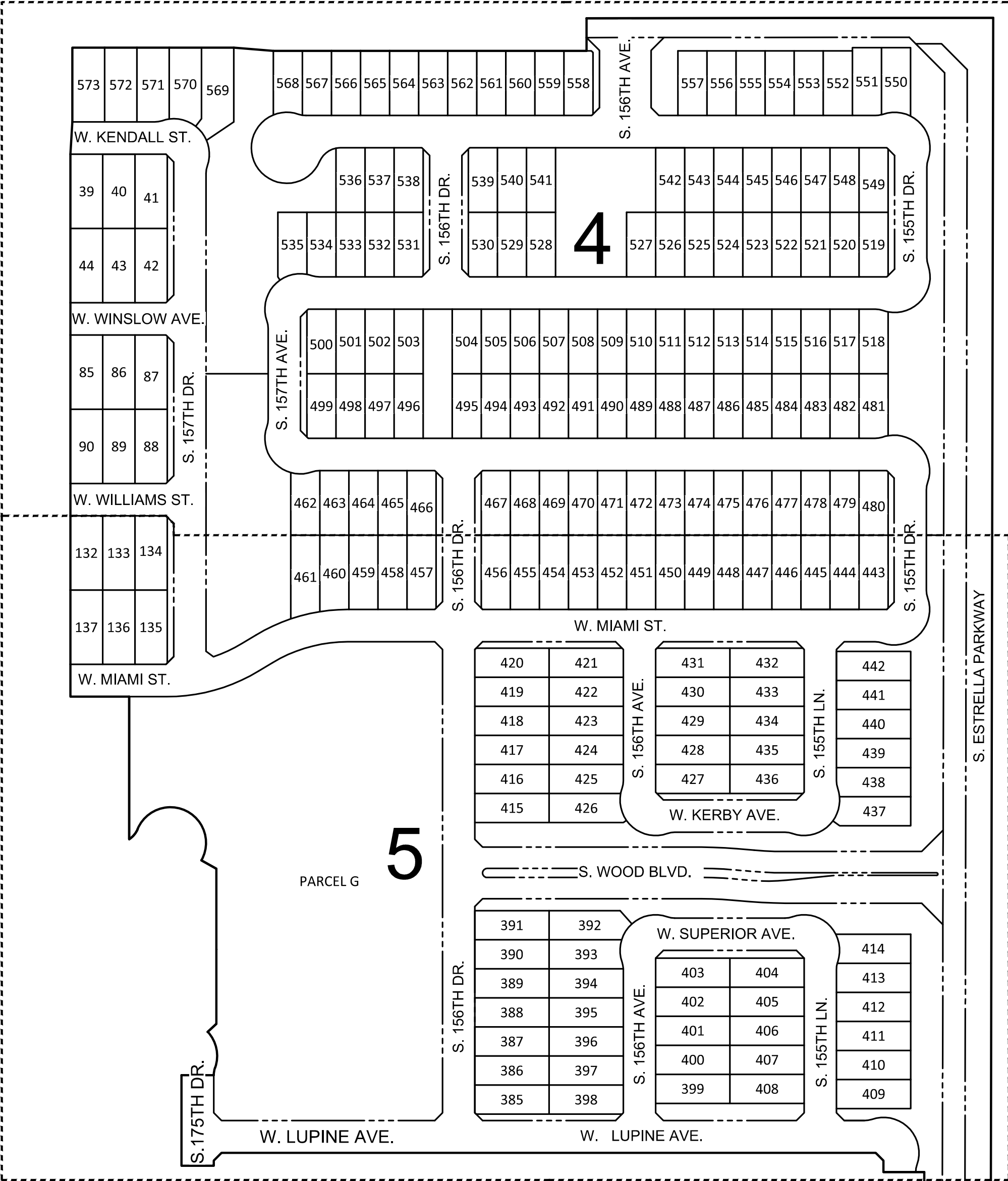
13. REGARDING THE MAINTENANCE RESPONSIBILITY OF LANDSCAPING BETWEEN THE SIDEWALK AND CURB WITHIN THE COMMUNITY:
- A) THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, IS RESPONSIBLE FOR MAINTAINING THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF THE SINGLE-FAMILY LOTS, AND FOR CORNER LOTS, THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF AND ON THE SIDE OF THE SINGLE-FAMILY LOTS.

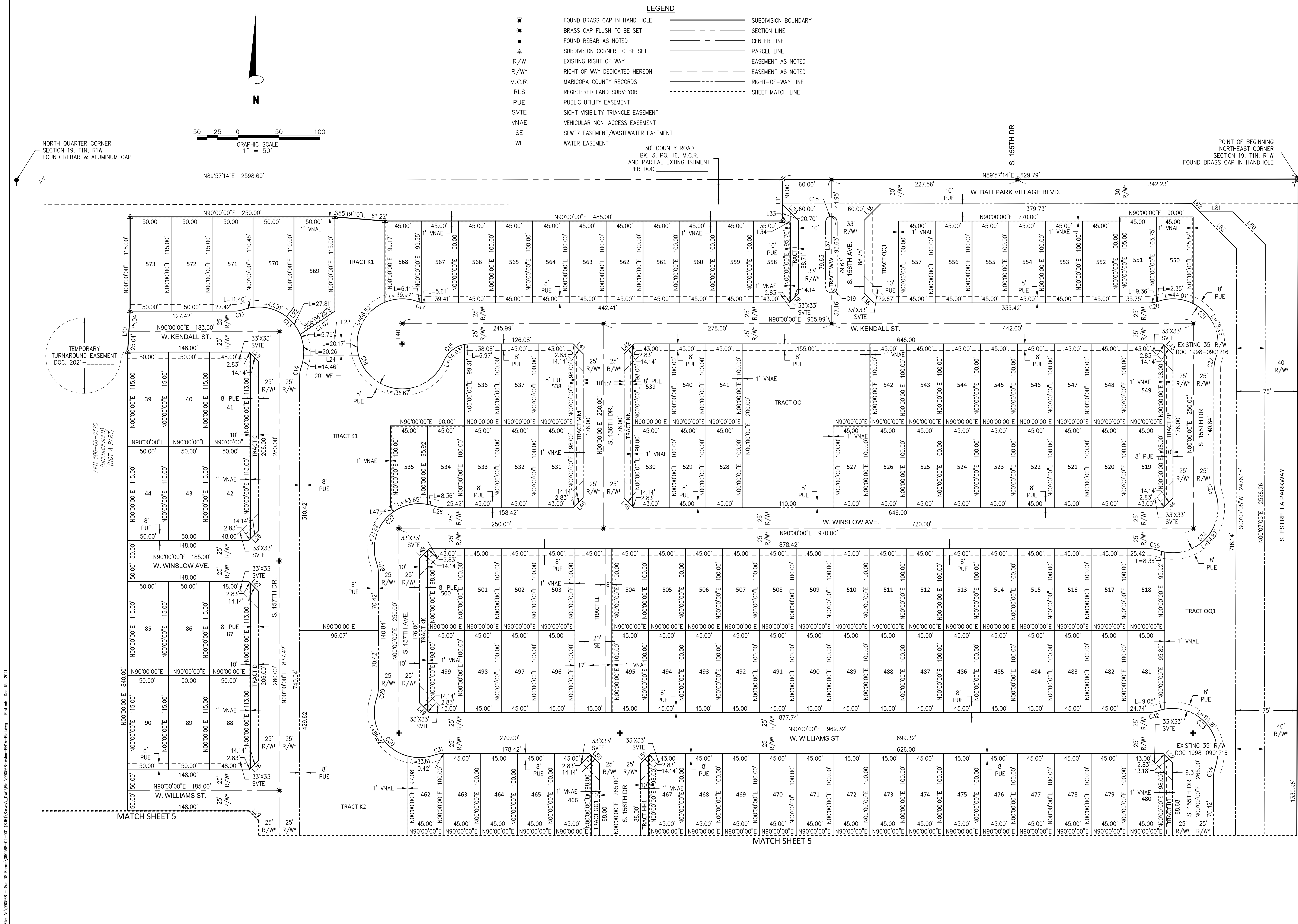
14. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

15. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS.

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1581 OF MAPS, PAGE 23, M.C.R.





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DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR
STATE OF ARIZONA

FINAL PLAT

AVION AT BALLPARK VILLAGE-PHASE 1A

GOODYEAR, ARIZONA

DATE: 12/15/21

PROJ. NO.: 090568-02

TASK NUM: 001

DRAWN BY: TL

CHECKED: DT

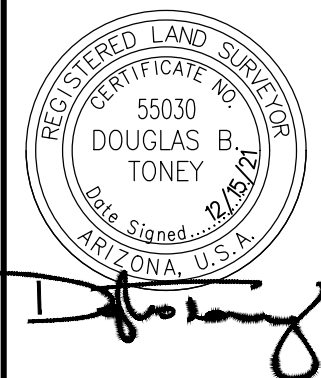
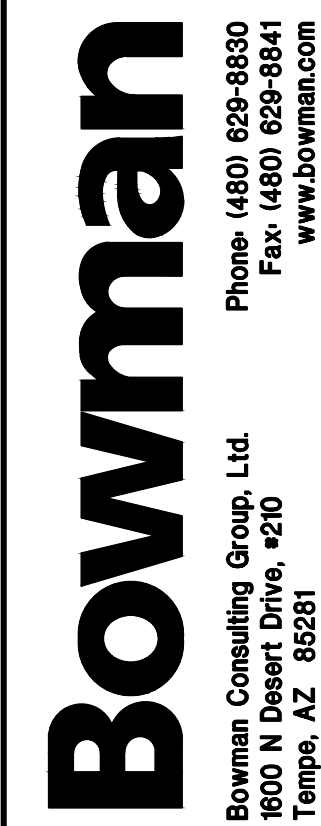
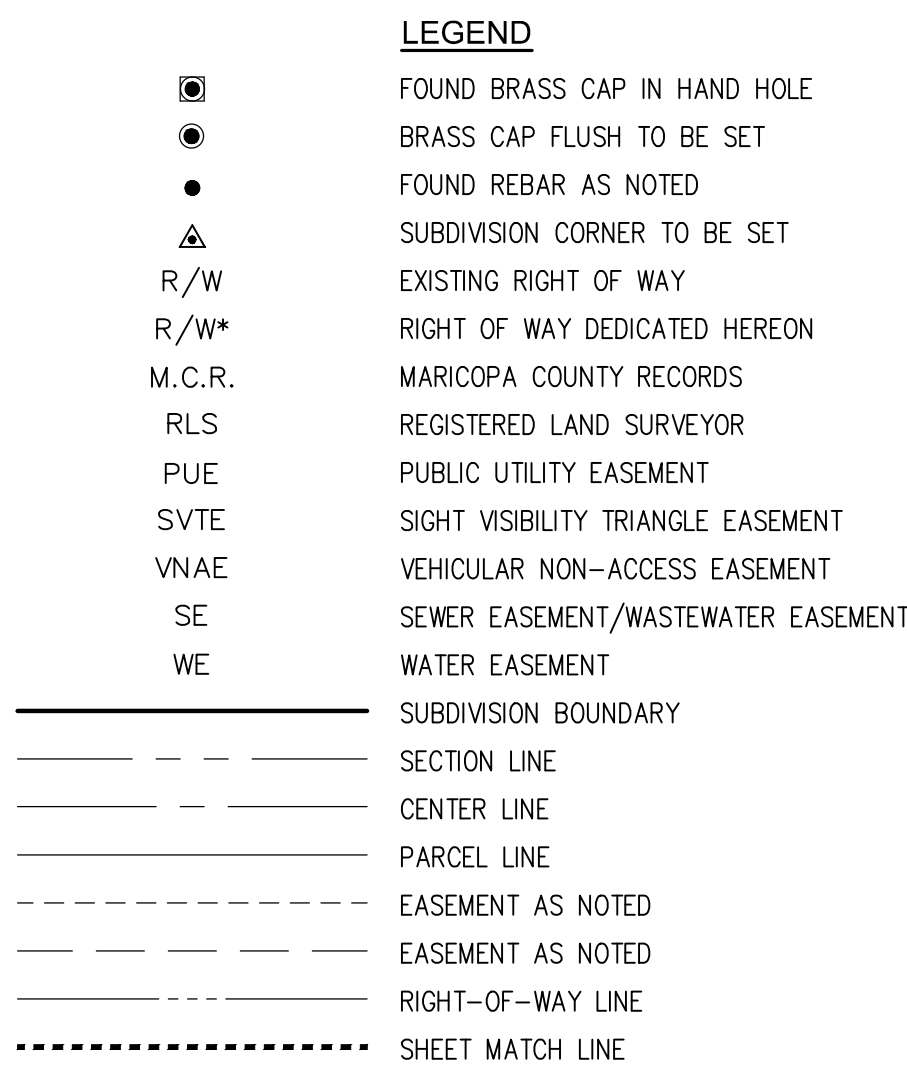
QUALITY:

CLIENT NO:

SCALE
1" = 50'

4 OF 7





FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

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DATE:	12/15/21
PROJ NO:	090568-02
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	
SCALE	
1" = 50'	
6 OF 7	

File: V:\090568 - Sun OS Farm\090568-02-001 [Sub] [Survey]_Draw\Parcel\090568-Avon-Phase-Plat.dwg Plotted: Dec 15, 2021

LEGAL DESCRIPTION - GY160 LAND SUB 1 PROPERTY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 85.22 FEET TO A POINT;

THENCE DEPARTING SAID EAST LINE, NORTH 89°52'55" WEST, A DISTANCE OF 75.00 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 716.14 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" WEST, A DISTANCE OF 1011.14 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 97.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 15°49'36" EAST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°21'41", AN ARC DISTANCE OF 89.62 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 70.42 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 96.07 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 310.42 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°11'45", AN ARC DISTANCE OF 40.50 FEET TO A POINT OF TANGENCY;

THENCE NORTH 56°04'25" EAST, A DISTANCE OF 51.07 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 85°19'10" EAST, A DISTANCE OF 61.27 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 485.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 20.70 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°57'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 499.73 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 44°57'51" EAST, A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - GY160 LAND SUB 5 PROPERTY

PARCEL NO. 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2526.26 FEET;

THENCE NORTH 44°57'51" WEST, A DISTANCE OF 56.49 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET;

THENCE NORTH 44°57'51" WEST, A DISTANCE OF 14.12 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 499.73 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 89°57'14" EAST, A DISTANCE OF 629.79 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°52'03" WEST, A DISTANCE OF 9.94 FEET;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 45°07'31" EAST, A DISTANCE OF 38.09 FEET TO THE WEST LINE OF THE EAST 103 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 767.95 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 63.24 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 17.58 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;

LEGAL DESCRIPTION - GY160 LAND SUB 5 PROPERTY (CONTINUED)

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1012.94 FEET;

THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 140.43 FEET;

THENCE NORTH 89°59'02" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 90°00'00" EAST, A RADIAL DISTANCE OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°54'31", AN ARC DISTANCE OF 59.43 FEET TO A POINT;

THENCE NORTH 47°15'51" EAST, A DISTANCE OF 18.53 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 240.10 FEET;

THENCE NORTH 60°41'30" WEST, A DISTANCE OF 26.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 60°41'30" WEST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 186°25'22", AN ARC DISTANCE OF 178.95 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°54'34", AN ARC DISTANCE OF 20.71 FEET TO A POINT;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 220.75 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 91.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 840.00 FEET;

THENCE NORTH 03°26'01" EAST, A DISTANCE OF 50.09 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 56°04'25" WEST, A DISTANCE OF 51.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 66°59'33" WEST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°11'45", AN ARC DISTANCE OF 40.50 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 310.42 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.07 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 70.42 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET;

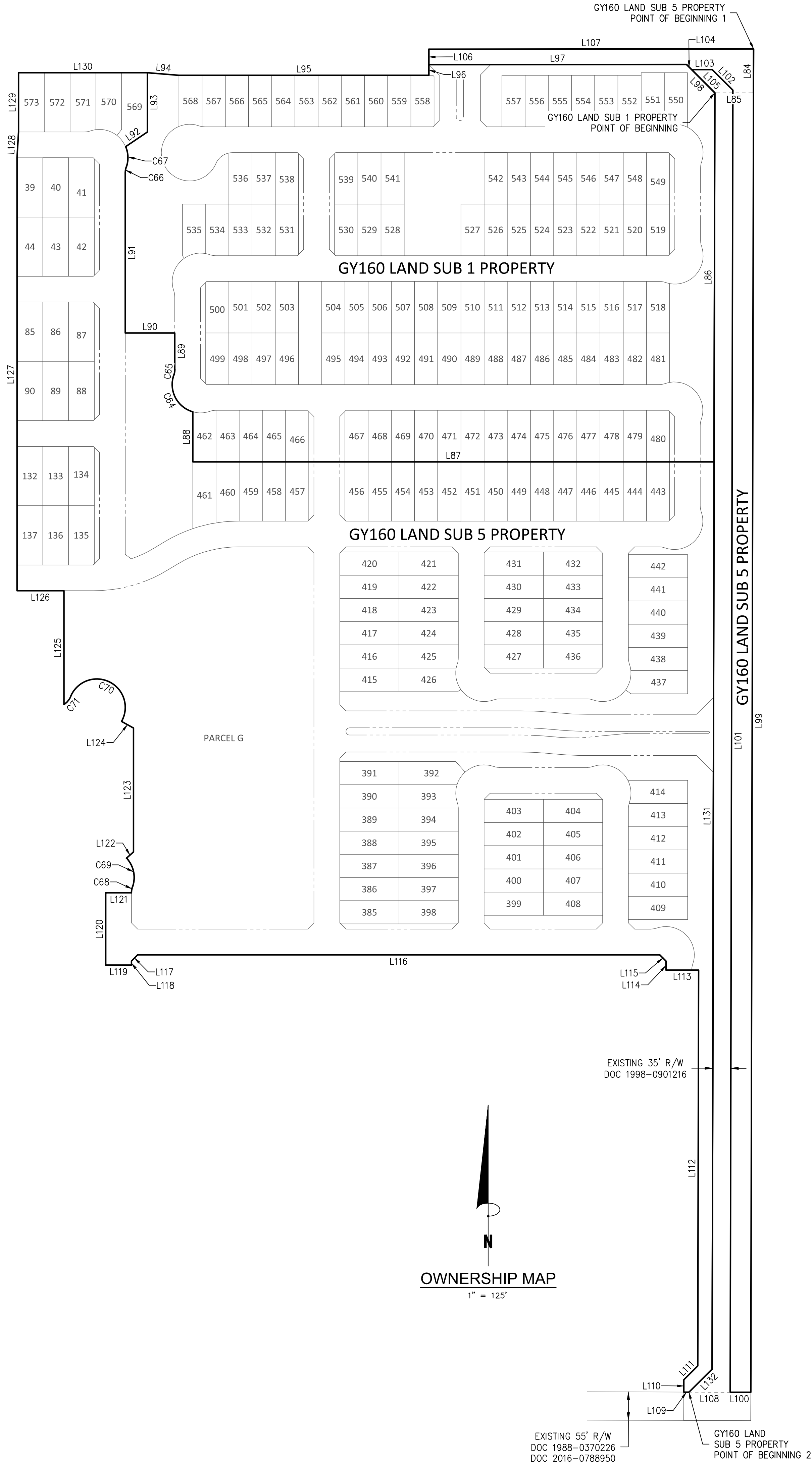
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°21'41", AN ARC DISTANCE OF 89.62 FEET TO A POINT;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 97.08 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1011.14 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

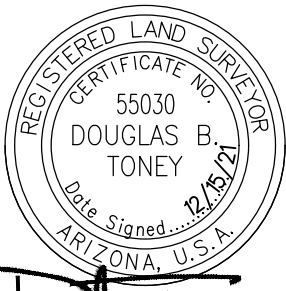
THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1760.00 FEET;

THENCE SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE POINT OF BEGINNING.



FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

Bowman
Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com



DATE: 12/15/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE
N.T.S.
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