

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME OF ESTRELLA COMMONS DISTRICT, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH ON SAID PLAT.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 1–5 (INCLUSIVE) REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR A NON–EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOTS 1 THROUGH 5 (INCLUSIVE) DESIGNATED AS “E.A. DEDICATED HEREON” AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREAS). THE ACCESS EASEMENT DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, (II), PROVIDE ACCESS FOR GOVERNMENT SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO PROVIDE GOVERNMENTAL SERVICES; AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE “EMERGENCY ACCESS ROAD”). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREAS.

THAT ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNER OF LOT 6 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR A NON–EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOTS 6 DESIGNATED AS “E.A. DEDICATED HEREON” AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREAS). THE ACCESS EASEMENT DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, (II), PROVIDE ACCESS FOR GOVERNMENT SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO PROVIDE GOVERNMENTAL SERVICES; AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE “EMERGENCY ACCESS ROAD”). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREAS.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 3 AND 4 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE “CITY”) A NON–EXCLUSIVE DRAINAGE EASEMENT ON, OVER, ACROSS AND UNDER ALL AREAS WITHIN LOTS 3 AND 4 DESIGNATED AS “DE DEDICATED HEREON” AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PREMISES DESCRIBED HEREIN 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”). OWNER, AT OWNER’S EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR 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 OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER’S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER’S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE 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 LOTS 3 AND 4.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 1, 2, AND 3 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE “CITY”), FOR USE BY THE CITY AND ITS PERMITEES, A WATER METER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN LOTS 1, 2 AND 3 DESIGNATED AS “WE DEDICATED HEREON” AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE “WATER METER EASEMENT AREAS”). THE WATER METER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR REPLACING WATER METERS, APPURTENANCES, AND UNDERGROUND WATER LINES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE “WATER METER FACILITIES”) WITHIN, UPON, OVER, ACROSS, ABOVE AND UNDER THE WATER METER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER METER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER METER EASEMENT AREAS. THE WATER METER 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 METER EASEMENT AREAS.

THAT ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNER OF LOT 6 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE “CITY”), FOR USE BY THE CITY AND ITS PERMITEES, A WATER METER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN LOT 6 DESIGNATED AS “WE DEDICATED HEREON” AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE “WATER METER EASEMENT AREAS”). THE WATER METER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR REPLACING WATER METERS, APPURTENANCES, AND UNDERGROUND WATER LINES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE “WATER METER FACILITIES”) WITHIN, UPON, OVER, ACROSS, ABOVE AND UNDER THE WATER METER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER METER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER METER EASEMENT AREAS. THE WATER METER 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 METER EASEMENT AREAS.

THAT EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1 REFLECTED HEREIN HEREBY DEDICATES TO THE CITY OF GOODYEAR SIDEWALK EASEMENTS ON, OVER AN ACROSS THOSE AREAS IN THIS FINAL PLAT IDENTIFIED AS “SIDEWALK EASEMENT DEDICATED HEREON” AND INCLUDED IN THE ABOVE DESCRIBED PREMISES (“SIDEWALK EASEMENT AREAS”). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITEES; 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. THE SIDEWALK 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 SIDEWALK EASEMENT AREAS.

THAT ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNER OF LOT 6 REFLECTED HEREIN, HEREBY DEDICATES TO THE CITY OF GOODYEAR SIDEWALK EASEMENTS ON, OVER AN ACROSS THOSE AREAS IN THIS FINAL PLAT IDENTIFIED AS SIDEWALK EASEMENTS AND INCLUDED IN THE ABOVE DESCRIBED PREMISES (“SIDEWALK EASEMENT AREAS”). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITEES; 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. THE SIDEWALK 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 SIDEWALK EASEMENT AREAS.

FINAL PLAT
ESTRELLA COMMONS DISTRICT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION CONTINUED

IN WITNESS WHEREOF:

EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, AS OWNERS, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY (OWNER OF LOTS 1–5)

BY: EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: _____
ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED _____ AS _____ OF EVERGREEN DEVCO, A CALIFORNIA CORPORATION, AS MANAGER OF EVERGREEN DEVELOPMENT COMPANY–2006, AN ARIZONA LIMITED LIABILITY COMPANY THE MANAGER OF EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHOSE IDENTITY WAS PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE DOCUMENT AND WHO ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY ON BEHALF OF EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (OWNERS OF LOT 6)

BY: INVESTMENT DEVELOPMENT MANAGEMENT, LLC A WASHINGTON LLC
ITS: MANAGER

BY: _____
JEFFREY S. GORDON
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED JEFFREY S. GORDON KNOWN BY ME TO BE THE MANAGER OF INVESTMENT DEVELOPMENT MANAGEMENT, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, AND THAT HE EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AS MANAGER OF ACERO CANYON TRAILS, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

TERRI S. PEDIGO, (OWNER OF LOT 6)

BY: JEFFREY S. GORDON
AGENT BY POWER OF ATTORNEY

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JEFFREY S. GORDON, AS AGENT OF TERRI S. PEDIGO PURSUANT TO THAT CERTAIN RECORDED POWER OF ATTORNEY DATED _____ AND RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NO. _____, WHO IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO WITHIN THIS INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY ON BEHALF OF TERRI S. PEDIGO.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

RICK R. PEDIGO, (OWNER OF LOT 6)

BY: JEFFREY S. GORDON
AGENT BY POWER OF ATTORNEY

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JEFFREY S. GORDON, AS AGENT OF RICK R. PEDIGO PURSUANT TO THAT CERTAIN RECORDED POWER OF ATTORNEY DATED _____ AND RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NO. _____, WHO IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO WITHIN THIS INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY ON BEHALF OF TERRI S. PEDIGO.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

OWNER’S

EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
2390 EAST CAMELBACK RD., SUITE 410
PHOENIX, ARIZONA 85016
PHONE: (602) 808–8600
CONTACT: ALLISON REIS

ACERO CANYON TRAILS, LLC AN ARIZONA LIMITED LIABILITY COMPANY
/RICK R. PEDIGO AND TERRI S. PEDIGO HUSBAND AND WIFE
6720 N. SCOTTSDALE ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85253
PHONE: (480) 353–8002
CONTACT: DANIEL PEREZ

AREA

LOT 1: ±82,277 SQUARE FEET OR 1.889 ACRES
LOT 2: ±73,210 SQUARE FEET OR 1.681 ACRES
LOT 3: ±72,438 SQUARE FEET OR 1.663 ACRES
LOT 4: ±36,644 SQUARE FEET OR 0.841 ACRES
LOT 5: ±44,504 SQUARE FEET OR 1.022 ACRES
LOT 6: ±726,524 SQUARE FEET OR 16.679 ACRES
LOTS 1–6: ±1,035,597 SQUARE FEET OR 23.775 ACRES (NET)

LENDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, AS BENEFICIARY UNDER A CERTAIN CONSTRUCTION DEED OF TRUST DATED AS OF DECEMBER 29, 2021 BY ACERO CANYON TRAILS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND RICK R. PEDIGO AND TERRI S. PEDIGO, HUSBAND AND WIFE, COLLECTIVELY, AS TRUSTOR, RECORDED ON DECEMBER 29, 2021 AS INSTRUMENT NO. 20211378863, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS AMENDED, ENCUMBERING A PORTION OF 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 SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING 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 LENDERS CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____
LUCILLE RAY
VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY LUCILLE RAY AS VICE PRESIDENT OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

NOTARY PUBLIC

LENDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN CONSTRUCTION DEED OF TRUST DATED _____ BY EVERGREEN–ESTRELLA & ROOSEVELT NEC, L.L.C., AS TRUSTOR, RECORDED ON _____ AS INSTRUMENT NO. _____, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, ENCUMBERING A PORTION OF 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 SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING 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 LENDERS CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

PNC BANK, NATIONAL ASSOCIATION

BY: _____
CHAD MANTEI, SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY CHAD MANTEI, A SENIOR VICE PRESIDENT OF PNC BANK, NATIONAL ASSOCIATION.

NOTARY PUBLIC

FINAL PLAT APPROVAL

APPROVED BY THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
MAYOR: JOE PIZZILLO

BY: _____
CITY CLERK: DARCI McCracken

APPROVED BY: _____ DEPUTY DIRECTOR OF ENGINEERING: STEVEN SCINTO _____ DATE _____

CERTIFICATION

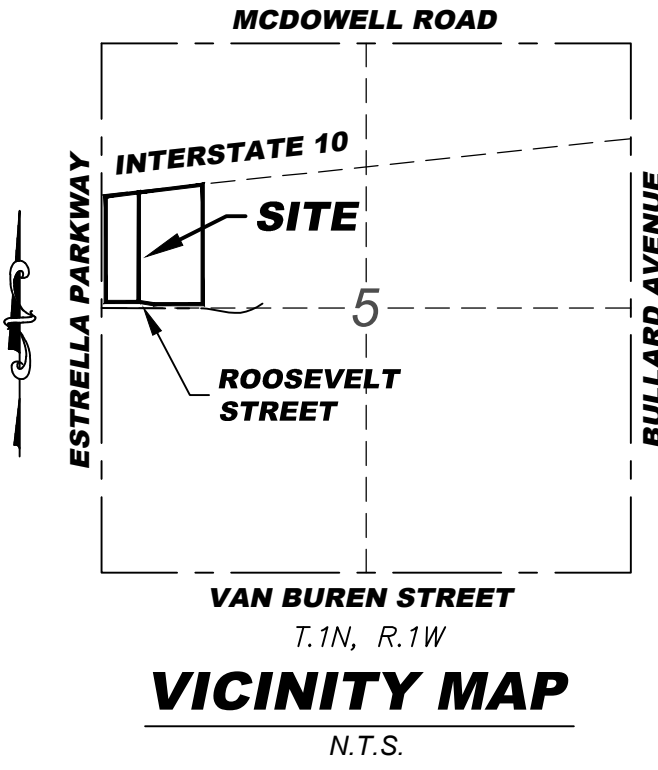
I, JARED HANSMANN HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



JARED HANSMANN, RLS #60697
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: 480–922–0780
JHANSMANN@CKENGINEERING.COM

SEE SHEET 2 OF 3 FOR CERTIFICATE OF ASSURED WATER SUPPLY, UTILITY PROVIDERS, ZONING, FLOOD ZONE & BASIS OF BEARING NOTES.

SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION & GENERAL NOTES.



OPTIMUS
CIVIL DESIGN GROUP
4650 E COTTRELL AVE
PHOENIX, AZ 85040
PH: (602) 286-9300 FAX: (602) 286-9400



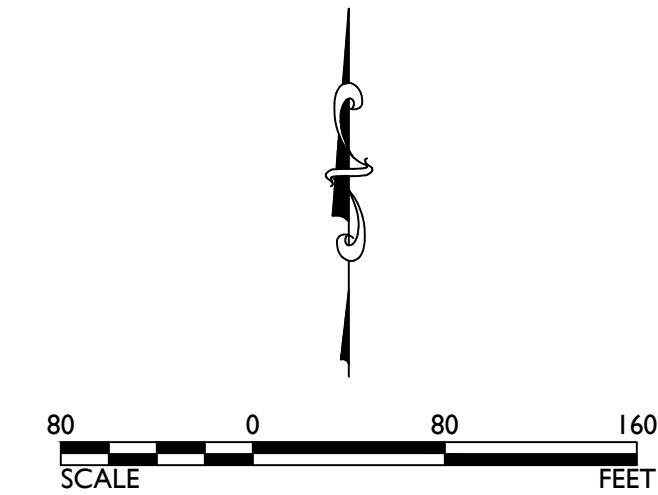
SURVEY INNOVATION
GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

SIG
A RICK ENGINEERING COMPANY

FINAL PLAT
ESTRELLA COMMONS DISTRICT
GOODYEAR, ARIZONA



PROJECT NO.
5712
SHEET NO. 1 OF 3



☐	FOUND BRASS CAP IN HANDHOLE	PROPERTY LINE
☒	FOUND BRASS CAP FLUSH	ADJACENT PROPERTY LINE
☒	FOUND 1/2" REBAR	CENTER LINE
☐	SET 1/2" REBAR, RLS #60697	EASEMENT LINE
C.O.G.	CITY OF GOODYEAR	
DOC.	DOCUMENT	
R/W	RIGHT OF WAY	
(R)	RECORDED DEED DIMENSIONS	
(M)	MEASURED DIMENSIONS	
WE	WATERLINE EASEMENT	
DE	DRAINAGE EASEMENT	
E.A.	EMERGENCY ACCESS EASEMENT	

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45-576.

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

ZONE: C-2 AND MF-24 WITH PAD OVERLAY

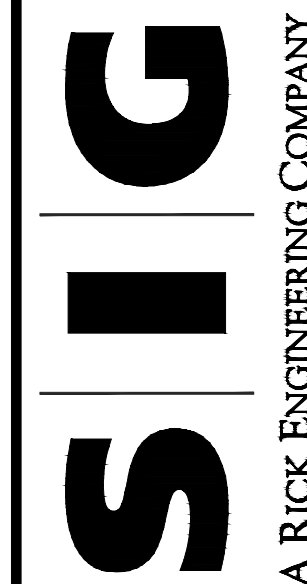
ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2135 L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5 AS SHOWN IN BOOK 1413, PAGE 15 MARICOPA COUNTY RECORDS. SAID LINE BEARS NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST.

 **OPTIMUS**
CIVIL DESIGN GROUP
4650 E. COTTON CENTER BLVD.
SUITE 120
PHOENIX, AZ 85040
PH: (602) 286-9300 FAX: (602) 286-9400



**SURVEY INNOVATION
GROUP, INC.**
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

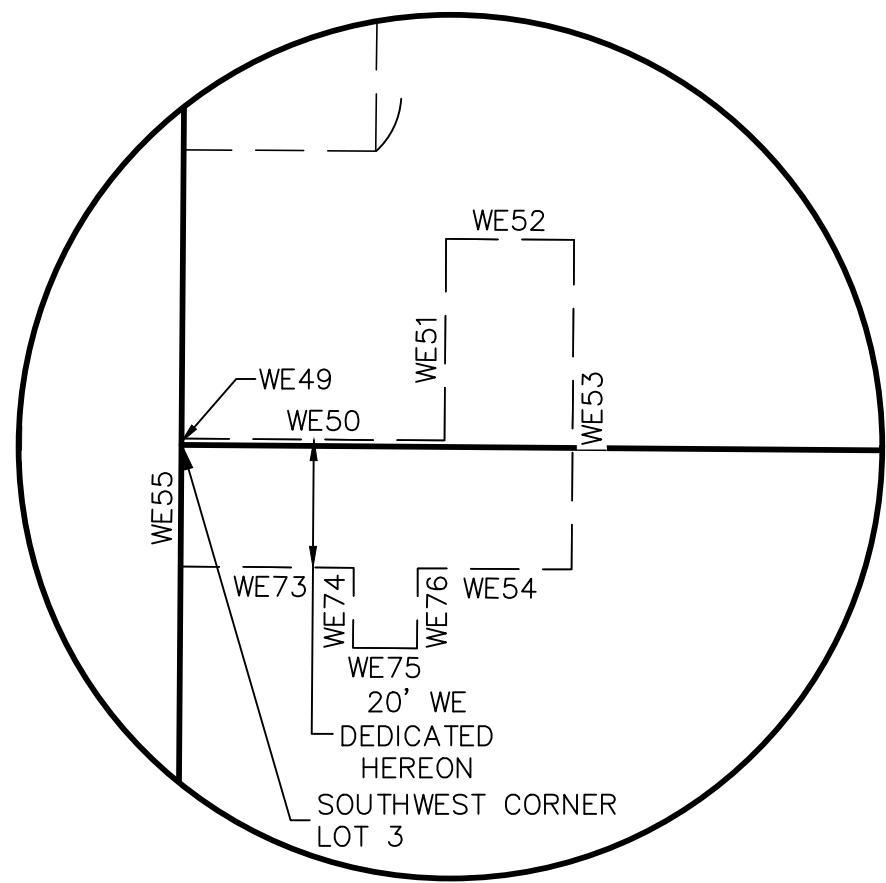


1" = 80'	DATE: 9/23/2022
SCALE:	IN
DSR	CHECKED BY:
DRAWN BY:	

FINAL PLAT
ESTRELLA COMMONS DISTRICT
GOODYEAR, ARIZONA

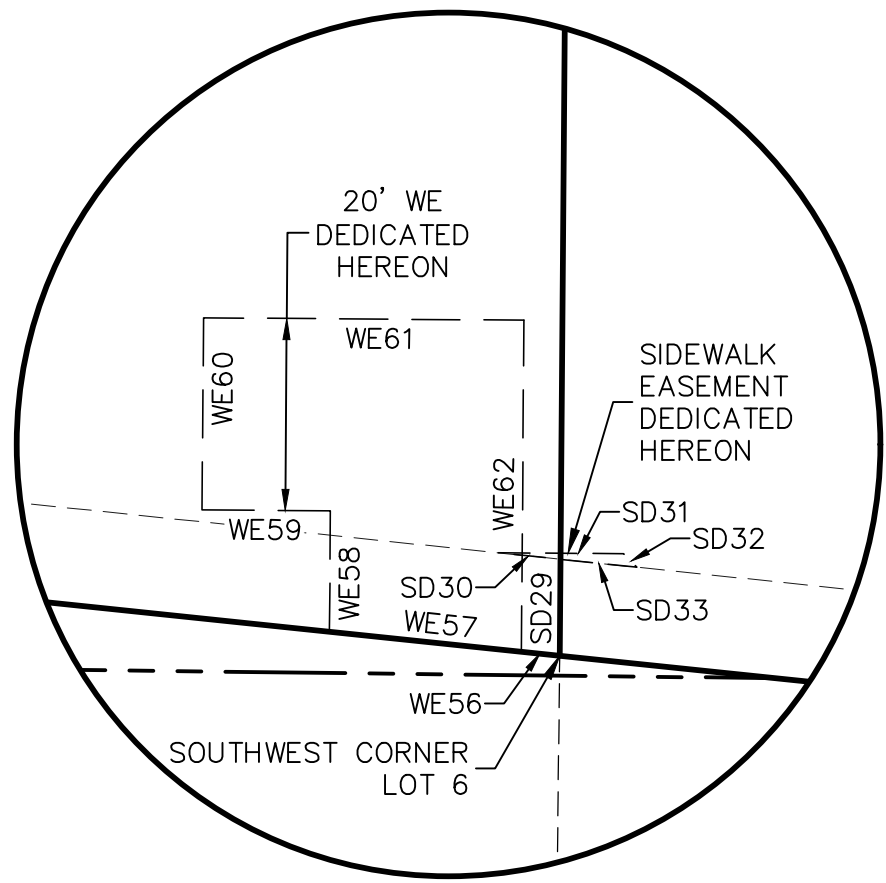


PROJECT NO.
5712
SHEET NO. 2 OF 3



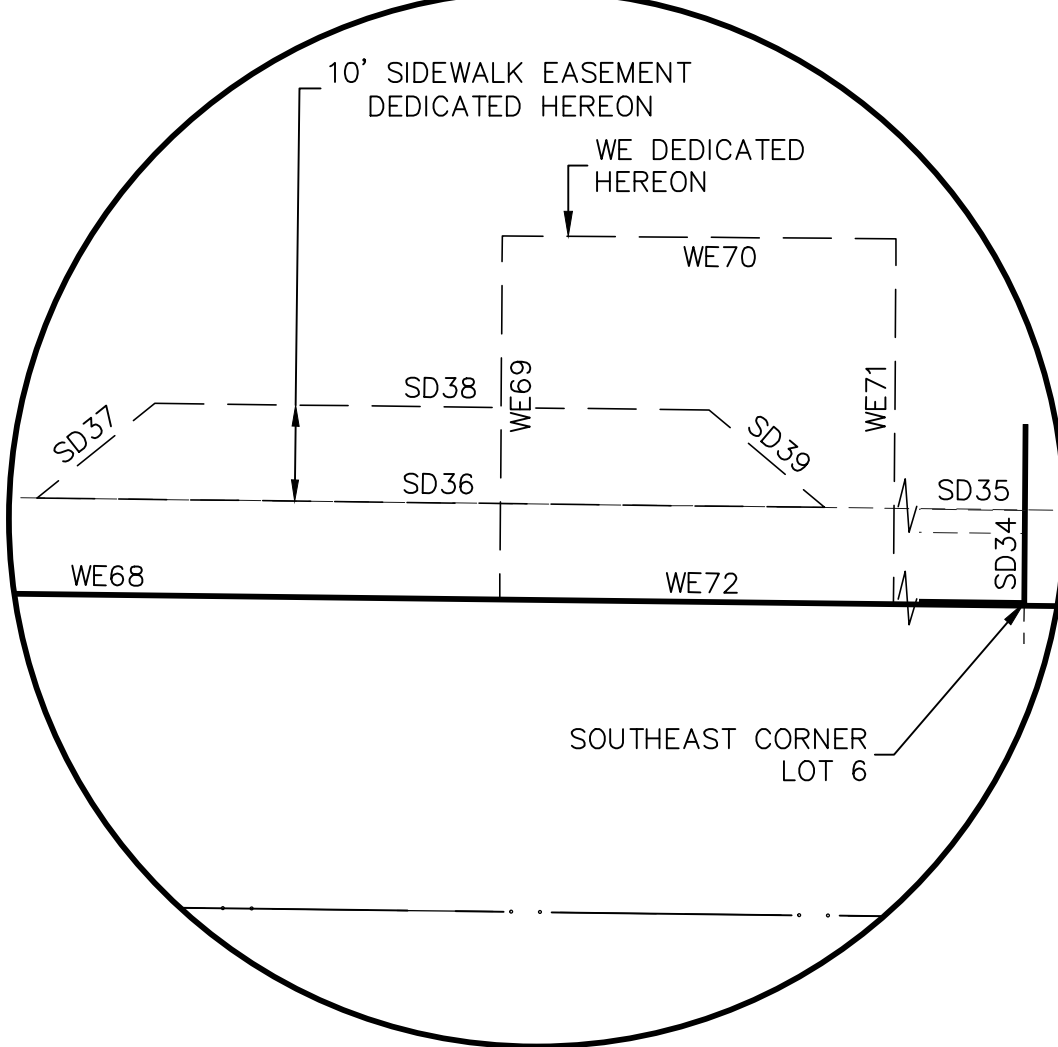
DETAIL 'A'

N.T.S



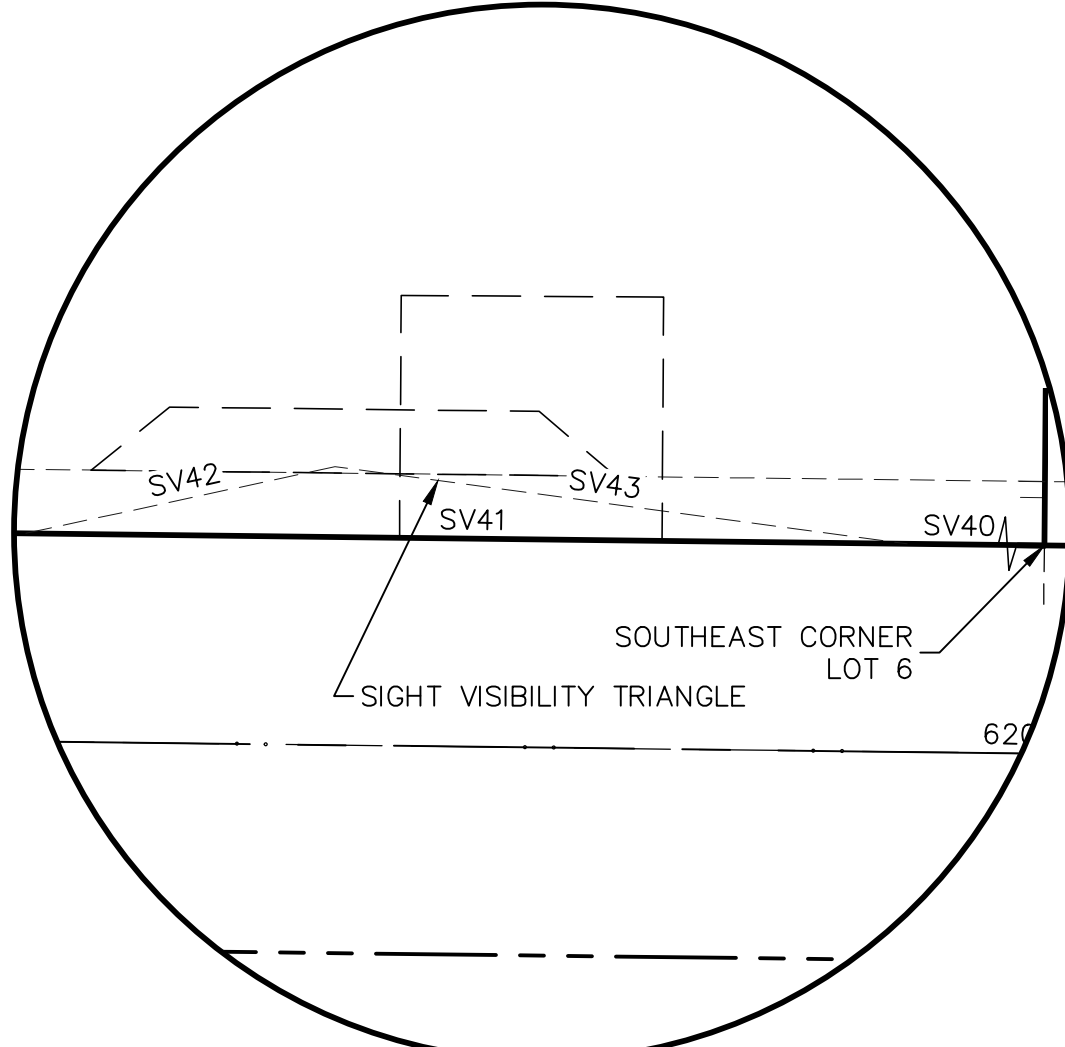
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N.T.S



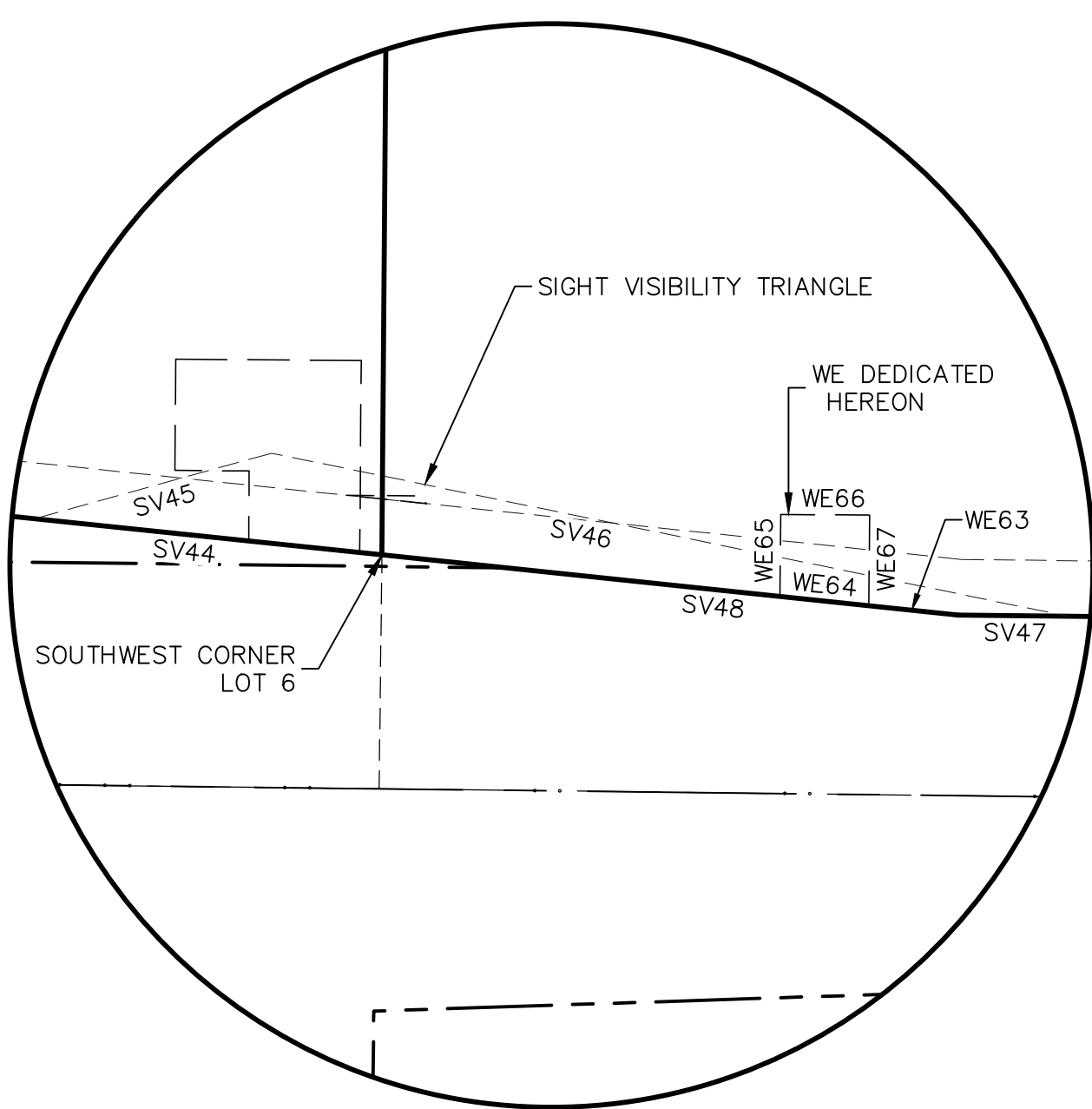
DETAIL 'C'

N.T.S



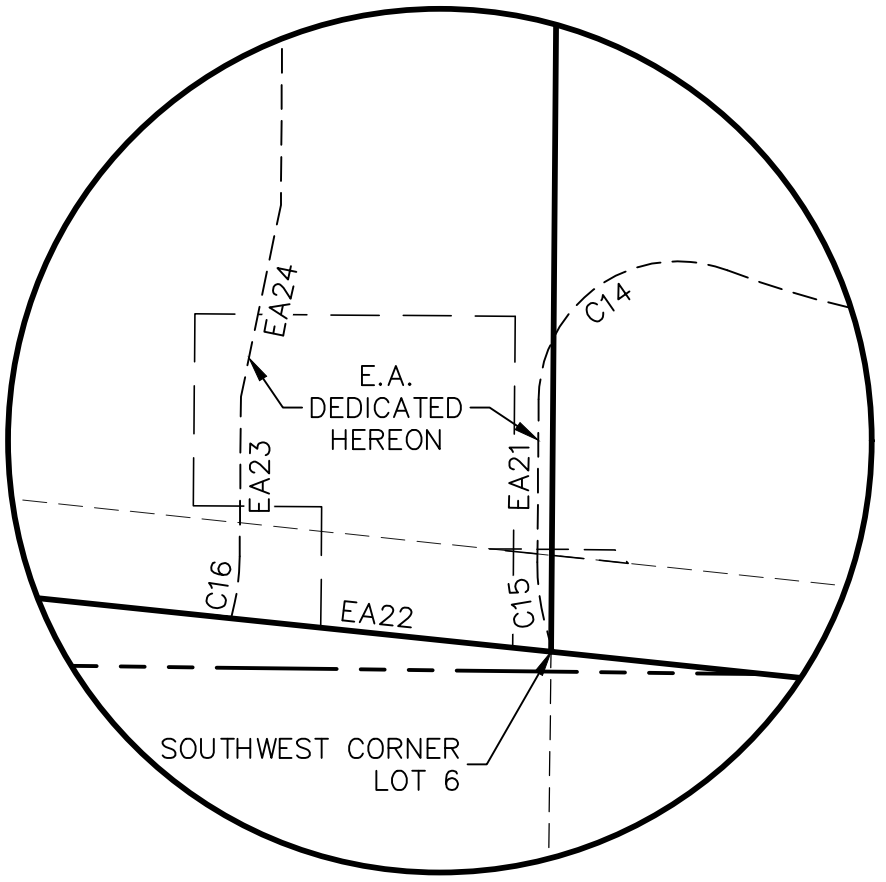
DETAIL 'D'

N.T.S



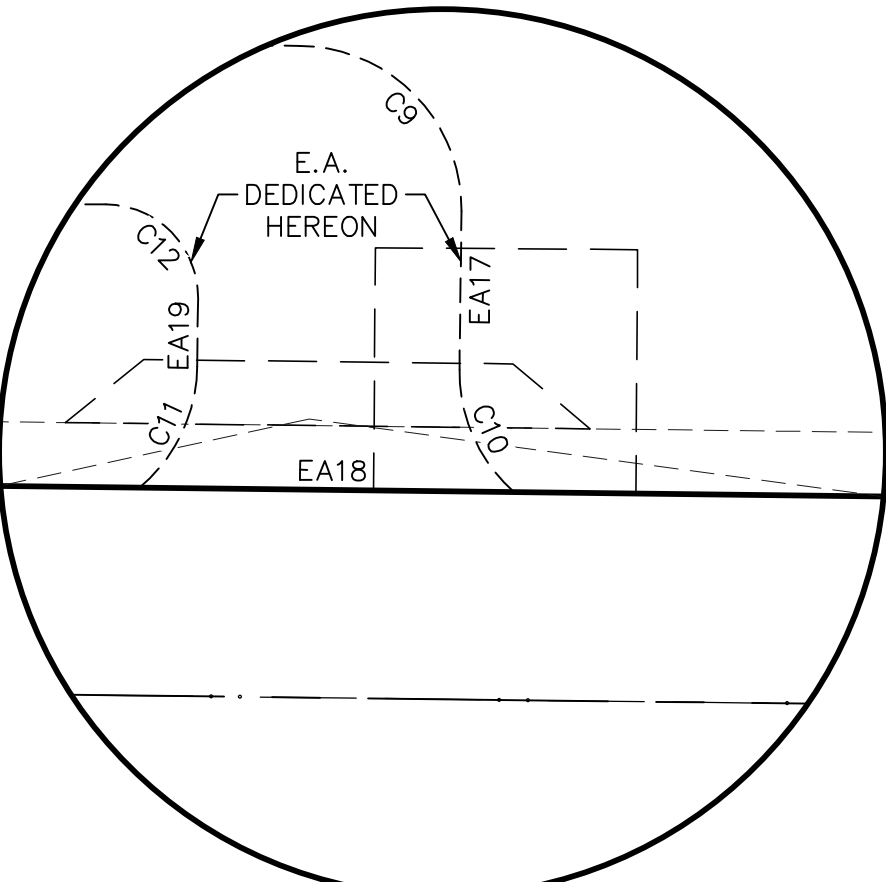
DETAIL 'E'

N.T.S



DETAIL 'F'

N.T.S



DETAIL 'G'

N.T.S

LEGEND

- FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH
- FOUND 1/2" REBAR
- SET 1/2" REBAR, RLS #60697
- C.O.G. CITY OF GOODYEAR
- DOC. DOCUMENT
- R/W RIGHT OF WAY
- (R) RECORDED DEED DIMENSIONS
- (M) MEASURED DIMENSIONS
- WE WATERLINE EASEMENT
- DE DRAINAGE EASEMENT
- E.A. EMERGENCY ACCESS EASEMENT

PROPERTY LINE
ADJACENT PROPERTY LINE
CENTER LINE
EASEMENT LINE

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5; THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 1,138.66 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5, SOUTH 89 DEGREES 33 MINUTES 55 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ESTRELLA PARKWAY AND THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 AND THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 21 MINUTES 43 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, A DISTANCE OF 281.35 FEET; THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, SOUTH 00 DEGREES 26 MINUTES 44 SECONDS WEST, A DISTANCE OF 1,128.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET; THENCE NORTH 84 DEGREES 02 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 97.28 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 182.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ESTRELLA PARKWAY; THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF ESTRELLA PARKWAY, A DISTANCE OF 1,088.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH;

A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 389.37 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 5, NORTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 42.07 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 26 MINUTES 44 SECONDS EAST, A DISTANCE OF 1,128.05 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10; THENCE NORTH 84 DEGREES 21 MINUTES 43 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, A DISTANCE OF 623.73 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, SOUTH 00 DEGREES 26 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,206.32 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET; THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 516.75 FEET; THENCE NORTH 84 DEGREES 02 MINUTES 54 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT STREET, A DISTANCE OF 104.27 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

- 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.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE PUBLIC 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 FLOE 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.
 - 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.
 - 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.
 - 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.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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 GROUND. 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 SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
- 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, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.
- MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF THIS SUBDIVISION, SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
- ALL ONSITE CROSS-ACCESS, PARKING, WATER LINES, SEWER LINES, WILL BE THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, AS RECORDED IN DOCUMENT NO.: 2021-1116307, DOCUMENT NO. 2021-1116308.

LINE TABLE		
LINE	DIRECTION	LENGTH
EA1	N00°26'05"E	2.03'
EA2	S89°33'55"E	241.61'
EA3	N00°26'41"E	212.23'
EA4	N89°33'19"W	208.11'
EA5	S79°08'05"W	29.10'
EA6	N00°26'05"E	52.71'
EA7	S89°33'19"E	241.66'
EA8	N00°26'41"E	304.65'
EA9	N03°32'10"E	110.98'
EA10	N00°31'39"E	11.03'
EA11	S89°33'19"E	21.00'
EA12	S00°26'41"W	417.01'
EA13	S00°26'40"W	36.27'
EA14	S00°26'41"W	441.28'
EA15	S89°33'06"E	15.00'
EA16	S89°33'21"E	197.80'
EA17	S00°41'06"W	24.76'
EA18	N89°18'54"W	58.50'
EA19	N00°41'06"E	10.64'
EA20	N89°33'21"W	182.74'

LINE TABLE		
LINE	DIRECTION	LENGTH
EA21	S00°26'40"W	16.95'
EA22	N84°02'54"W	33.82'
EA23	N00°26'40"E	16.66'
EA24	N11°45'16"E	20.39'
EA25	N00°26'41"E	217.51'
EA26	N89°33'55"W	220.88'
EA27	S79°07'29"W	21.13'
EA28	N00°26'05"E	33.11'
SD29	N00°26'44"E	10.05'
SD30	N84°02'54"W	6.51'
SD31	S89°33'20"E	13.05'
SD32	S44°26'07"E	1.96'
SD33	N84°02'54"W	8.00'
SD34	N00°29'49"E	10.00'
SD35	N89°18'54"W	308.74'
SD36	N89°18'54"W	82.00'
SD37	N51°12'45"E	15.73'
SD38	S89°18'54"E	57.72'
SD39	S49°50'33"E	15.73'
SV40	N89°18'54"W	263.19'

LINE TABLE		
LINE	DIRECTION	LENGTH
SV41	N89°18'54"W	137.65'
SV42	N77°49'08"E	49.40'
SV43	S82°18'27"E	90.17'
SV44	N84°02'54"W	62.79'
SV45	N74°32'37"E	44.19'
SV46	S78°26'13"E	146.36'
SV47	N89°18'54"W	19.83'
SV48	N84°02'54"W	104.27'
WE49	N00°26'05"E	1.00'
WE50	S89°33'16"E	41.06'
WE51	N00°26'41"E	31.50'
WE52	S89°33'16"E	20.00'
WE53	S00°26'41"W	51.50'
WE54	N89°33'16"W	24.02'
WE55	N00°26'05"E	19.00'
WE56	N84°02'54"W	4.02'
WE57	N84°02'54"W	20.09'
WE58	N00°26'41"E	12.59'
WE59	N89°33'19"W	13.36'
WE60	N00°26'41"E	20.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
WE61	S89°33'19"E	33.36'
WE62	S00°26'41"W	34.52'
WE63	N84°02'54"W	16.17'
WE64	N84°02'54"W	16.07'
WE65	N00°26'52"E	14.75'
WE66	S89°33'08"E	16.00'
WE67	S00°26'52"W	16.30'
WE68	S89°18'54"E	174.19'
WE69	N00°24'18"E	37.87'
WE70	S89°35'42"E	41.00'
WE71	S00°24'18"W	38.07'
WE72	N89°18'54"W	41.00'
WE73	N89°33'16"W	27.03'
WE74	N00°26'44"E	12.50'
WE75	N89°33'19"W	10.00'
WE76	S00°26'44"W	12.50'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	89°59'24"	9.50'	14.92'	N45°26'23"E 13.43'
C2	90°00'00"	14.50'	22.78'	N44°33'19"W 20.51'
C3	90°00'00"	9.50'	14.92'	N45°26'41"E 13.44'
C4	83°58'29"	24.50'	35.91'	S41°32'34"E 32.78'
C5	83°58'30"	24.50'	35.91'	S42°25'56"W 32.78'
C6	89°59'47"	14.50'	22.78'	S44°33'13"E 20.51'
C7	20°22'46"	39.50'	14.05'	S79°21'43"E 13.98'
C8	20°23'00"	75.50'	26.86'	S79°21'50"E 26.72'
C9	90°14'27"	25.50'	40.16'	S44°26'07"E 36.14'
C10	49°27'51"	25.00'	21.58'	S24°02'50"E 20.92'
C11	49°27'51"	25.00'	21.58'	N25°25'02"E 20.92'
C12	90°14'27"	14.50'	22.84'	N44°26'07"W 20.55'
C13	20°23'06"	100.50'	35.76'	N79°21'48"W 35.57'
C14	110°23'01"	14.50'	27.94'	S55°38'15"W 23.81'
C15	21°59'28"	25.00'	9.60'	S10°33'04"E 9.54'
C16	14°57'52"	25.00'	6.53'	N07°55'37"E 6.51'
C17	90°00'36"	9.50'	14.92'	N44°33'37"W 13.44'