

FINAL PLAT

FOR
COTTON LANE COMMERCE PARK
SWC ELWOOD STREET AND COTTON LANE
GOODYEAR, ARIZONA

A RE-PLAT OF LOT 2 OF A MINOR LAND DIVISION OF COTTON LANE COMMERCE PARK,
AS RECORDED IN BOOK 1298 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA,
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH,
RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DEDICATION:

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

KNOW ALL MEN BY THESE PRESENTS:

THAT COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF A FINAL PLAT FOR COTTON LANE COMMERCE PARK LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE PORTION OF PROPERTY IDENTIFIED AS "R/W DEDICATED HEREON" AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER ALL AREAS WITHIN LOTS 2A & 2B IDENTIFIED AS "P.U.E. DEDICATED HEREON" AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING, AND REPLACING, PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; 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 OF GOODYEAR AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS LOCATED 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.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL SIDEWALK EASEMENTS ON, OVER AN ACROSS ALL AREAS WITHIN LOTS 2A & 2B IDENTIFIED AS "SIDEWALK EASEMENT DEDICATED HEREON" AS SHOWN ON THIS PLAT 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 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. 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.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES WATERLINE EASEMENT AND ACCESS EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN LOT 2B IDENTIFIED AS "WATERLINE EASEMENT DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATERLINE AND ACCESS EASEMENT AREAS"). THE WATERLINE AND ACCESS EASEMENTS DESCRIBED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATERLINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATERLINE AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATERLINE AND ACCESS EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATERLINE AND ACCESS EASEMENT AREAS AND THE WATERLINE AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATERLINE AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. 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 WATERLINE AND ACCESS 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 WATERLINE AND ACCESS EASEMENT AREAS

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER, ACROSS AND THROUGH THOSE AREAS WITHIN LOTS 2A AND 2B IDENTIFIED AS "CLOP PRIVATE ACCESS" ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "EMERGENCY ACCESS EASEMENT AREA") FOR THE PURPOSES OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS 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 EMERGENCY ACCESS EASEMENT AREA.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS:

IN WITNESS THEREOF, _____, AS OWNER COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED HIS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

BY: _____

NAME: _____ ITS: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE

UNDERSIGNED, PERSONALLY APPEARED _____, WHO

ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

LENDER CONSENT AND SUBORDINATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

THE UNDERSIGNED, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AT DOCUMENT NO. 20220176348, DATED FEBRUARY 25, 2022, ENCUMBERING ALL OR PART OF THE PROPERTY SUBJECT TO THIS FINAL PLAT, 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 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, ARIZONA AT DOCUMENT NO. 20220176348.

DATED: _____

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____ NAME: _____ ITS: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE

UNDERSIGNED, PERSONALLY APPEARED _____, WHO

ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SHEET INDEX:

SHEET 1.....COVER SHEET
SHEET 2.....NOTES
SHEET 3.....PLAT MAP

UTILITIES:

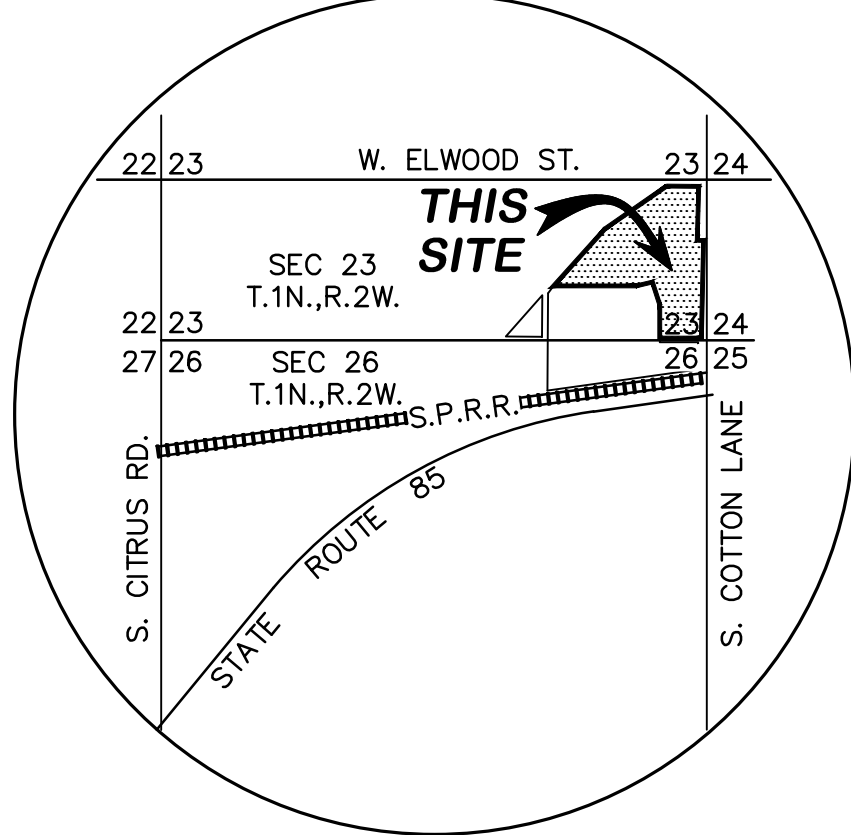
WATER CITY OF GOODYEAR
SEWER CITY OF GOODYEAR
TELEPHONE CENTURY LINK
ELECTRIC ARIZONA PUBLIC SERVICE
CABLE TV COX COMMUNICATIONS
GAS SOUTHWEST GAS
IRRIGATION ROOSEVELT IRRIGATION

LOT AREAS:

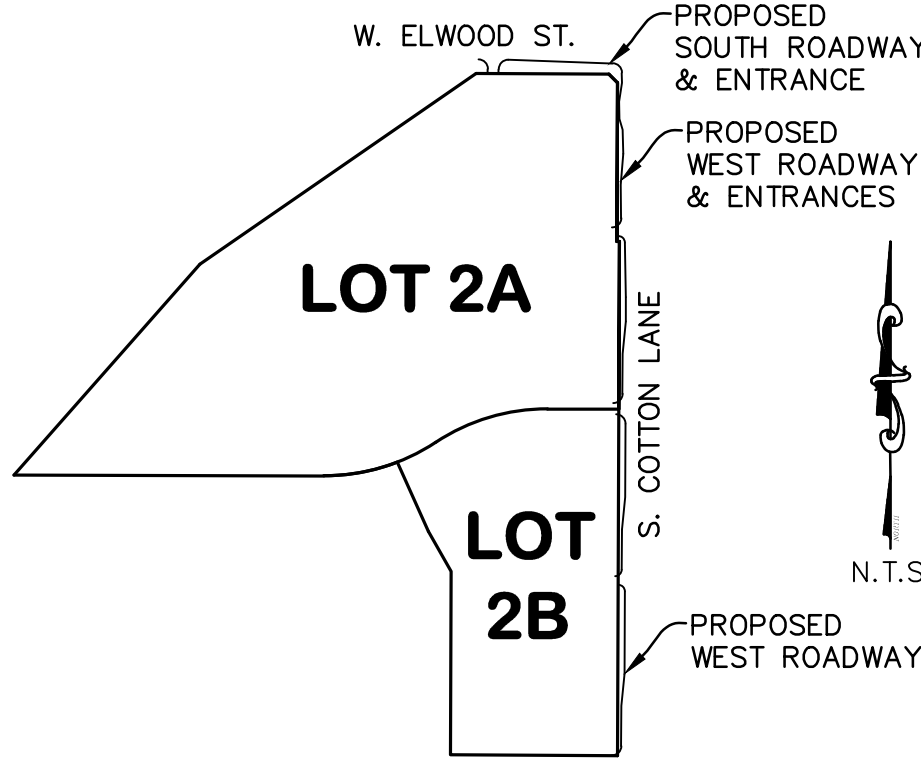
LOT 2A: 47.445 AC.± (2,066,670 S.F.)±
LOT 2B: 19.352 AC.± (842,973 S.F.)±
TOTAL: 66.797 AC.± (2,909,677 S.F.)±

VICINITY MAP:

SECTION 23, TOWNSHIP 1 NORTH,
RANGE 2 WEST, G.S.R.B.M.



KEY MAP:



OWNER:

COTTON LANE COMMERCE PARK LLC
2575 EAST CAMELBACK ROAD,
SUITE 400 | PHOENIX, AZ 85016
T 602.635.4462
COLLIN WEISENBURGER
DEVELOPMENT MANAGER
CWEISENBURGER@TRAMMELLCROW.COM
WWW.TRAMMELLCROW.COM/PHOENIX

SURVEYOR:

HUNTER ENGINEERING, INC.
10450 N. 74th STREET SUITE 200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JERRY D. HEATH JR.

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 MARCH 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT IT MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS; 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 #45835



DATE: MARCH 10, 2023

FINAL PLAT APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA

THIS _____ OF _____, 2023.

BY: _____ DATE: _____
JOE PIZZILLO MAYOR

BY: _____ DATE: _____
DARCIE MCCrackEN CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA

THIS _____ OF _____, 2023.

BY: _____ DATE: _____
SUMMET MOHAN, CITY ENGINEER

NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: PJE
CHECKED BY: JAB

HUNTER ENGINEERING	CIVIL AND SURVEY	10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986

FINAL PLAT FOR
COTTON LANE COMMERCE PARK

A RE-PLAT OF LOT 2 OF A MINOR LAND DIVISION OF COTTON LANE COMMERCE PARK,
AS RECORDED IN BOOK 1298 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH,
RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

SECTION: 23
TWSHP: 1N
RANGE: 2W

JOB NO.:
COHN001-FP

SCALE
N.T.S.

SHEET
1 OF 3

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. 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.

b. 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. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

d. 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.

4. 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.

5. 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.

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

7. 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.

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 69KV 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. 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.

13. 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.

14. THE CITY APPROVAL IS FOR GENERAL LAYOUT IN THE RIGHT-OF WAY THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR. CONSTRUCTION PERMITS SHALL BE OBTAINED DURING THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND APPROVAL.

15. RIGHT-OF-WAY IMPROVEMENTS SHALL NOT BE ACCEPTED UNTIL "AS-BUILT" PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE CITY. (SEE AS-BUILT REQUIREMENTS)

THE PRIVATE ACCESS STREETS SHOWN AS "CLCP WAY PRIVATE ACCESS" AS RECORDED IN DOCUMENT NO. 20160859598, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ARE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA) AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHTS-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS.

LEGAL DESCRIPTION:

LOT 2, COTTON LANE COMMERCE PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1298 OF MAPS, PAGE 23.

AND

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP FLUSH STAMPED "CITY OF GOODYEAR 2008 RLS #35832" FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA HIGHWAY DEPT. BEARS SOUTH 0°11'30" WEST, A DISTANCE OF 2644.54 FEET;

THENCE SOUTH 0°11'30" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 75.00 FEET TO A POINT ON A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°43'24" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 116.70 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 89°43'24" WEST, ALONG SAID PARALLEL A DISTANCE OF 493.59 FEET;

THENCE NORTH 55°21'19" EAST, A DISTANCE OF 17.47 FEET TO A POINT ON A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°43'24" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 469.21 FEET;

THENCE SOUTH 44°53'51" EAST A DISTANCE OF 14.19 FEET TO THE POINT OF BEGINNING.

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2145LM (EFFECTIVE REVISED DATE SEPTEMBER 18, 2020), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X.

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 00°11'30" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF BROADWAY INDUSTRIAL PARK, RECORDED IN BOOK 1112, PAGE 1, MARICOPA COUNTY RECORDS, ARIZONA.

LEGEND:

- △ PK/WASHER
- ☒ BRASS CAP IN HANDHOLE
- FOUND AS NOTED
- ◎ BRASS CAP FLUSH
- SET REBAR & CAP STAMPED "RLS 29865"
- R/W RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- SIDEWALK & P.U.E. LINES
- - - - - EXISTING EASEMENT LINE
- PLAT BOUNDARY LINE

MONUMENT DESCRIPTIONS:

- ① E. 1/4 COR. SEC. 23, T.1N., R.2W. FOUND BRASS CAP FLUSH STAMPED "CITY OF GOODYEAR 2008 RLS #35832"
- ② FOUND CITY OF GOODYEAR BRASS CAP FLUSH STAMPED RLS #35832
- ③ S.E. COR. SEC. 23, & N.E. COR. SEC. 26, N.W. COR. SEC. 25, & S.W. COR. SEC. 24, T.1N., R.2W. FOUND BRASS CAP IN HANDHOLE STAMPED "MARICOPA HIGHWAY DEPT. 2008 RLS 42937"
- ⑤ S. 1/4 COR. SEC. 23, & N. 1/4 COR. SEC. 26, T.1N., R.2W. FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE
- ⑥ CENTER SEC. 23, T.1N., R.2W. FOUND IRON REBAR W/NO I.D.
- ⑦ S.W. COR. SEC. 23, & N.W. COR. SEC. 26, T.1N., R.2W. FOUND MCHD BRASS CAP IN HANDHOLE
- ⑧ FOUND IRON BAR & CAP STAMPED RLS #22782

EXISTING EASEMENTS:

- ① DRAINAGE ESMTS. PER DOC NO. 20160859598, M.C.R.
- ② CLCP WAY PRIVATE ACCESS PER DOC NO. 20160859598, M.C.R.
- ③ WATER & SEWER ESMT. PER DOC 20160859598, M.C.R.
- ④ RETENTION ESMT. PER DOC NO. 20160859598, M.C.R.

NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: JDH
CHECKED BY: JAB

CIVIL AND SURVEY

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



FINAL PLAT
FOR
COTTON LANE COMMERCE PARK
A RE-PLAT OF LOT 2 OF A MINOR LAND DIVISION OF COTTON LANE COMMERCE PARK, AS RECORDED IN BOOK 1298 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 23
TWNHP: 1N
RANGE: 2W

JOB NO.:
COHN001-FF

SCALE
N. T. S.

SHEET
2 OF 3

