

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

KNOW ALL MEN BY THESE PRESENTS: THAT GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 2 PROPERTY (THE "SUB 2 PROPERTY") AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 3 PROPERTY (THE "SUB 3 PROPERTY") COLLECTIVELY HAVE SUBDIVIDED UNDER THE NAME OF "AVION AT BALLPARK VILLAGE PHASE 2 ONSITE", 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 2 ONSITE" 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 2 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 2 PROPERTY DESCRIBED HEREIN; SUBJECT TO THE MEDIAN AND LANDSCAPE EASEMENT BEING DEDICATED HEREIN, AND GY160 LAND SUB 3 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 3 PROPERTY AS DESCRIBED HEREIN.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES 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 2 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES 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 3 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 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 AND ITS PERMITTEES; 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 OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

GY160 LAND SUB 2 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 FINAL FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 2 PROPERTY; AND GY160 LAND SUB 3 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 FINAL FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 3 PROPERTY (COLLECTIVELY THE "VEHICLE NON-ACCESS EASEMENT AREAS") 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 OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

GY160 LAND SUB 2 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 L AND S1, INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 3 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 RR, S2, T, AND X INCLUDED WITH THE SUB 3 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 TRACTS L, RR, S1, S2, T AND X.

GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS F2, I, L, O, P, Q1, R1 AND S1 INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS Q2, R2, RR, S2, T, U, V, W, X, XX AND Z INCLUDED WITHIN THE SUB 3 PROPERTY DESCRIBED HEREIN HEREBY DECLARE TRACTS F2, I, L, O, P, Q1, Q2, R1, R2, RR, S1, S2, T, U, V, W, X, XX AND Z AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES 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 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO AS TO TRACTS F2, I, L, O, P, Q1, R1 AND S1 INCLUDED WITHIN THE SUB 2 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS Q2, R2, RR, S2, T, U, V, W, X, XX AND Z INCLUDED WITHIN THE SUB 3 PROPERTY DESCRIBED HEREIN CONVEY TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ALL TRACTS WITHIN THIS FINAL PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION AN ARIZONA NON-PROFIT CORPORATION A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED M/L DEDICATED HEREON. IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, REPAIR, AND REPLACE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON, 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 INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON. 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 THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON 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 THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L DEDICATED HEREON 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.

FINAL PLAT OF
AVION AT BALLPARK VILLAGE PHASE 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DEDICATION (CONTINUED)

IN WITNESS WHEREOF, GY160 LAND SUB 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND GY160 LAND SUB 3 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2023.

GY160 LAND SUB 2 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 LEHMANN, EXECUTIVE VICE PRESIDENT

GY160 LAND SUB 3 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 LEHMANN, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS ____ DAY OF _____, 2023, 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 }
COUNTY OF MARICOPA }SS

ON THIS ____ DAY OF _____, 2023, 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: _____

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 F2, I, L, O, P, Q1, Q2, R1, R2, RR, S1, S2, T, U, V, W, X, XX AND Z AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PROPERTY DESCRIBED HEREIN.

SIGNATURE DATE

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS ____ DAY OF _____, 2023, 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: _____

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. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER EASEMENT AREAS, AND THE WASTEWATER EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL.

5. 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.

6. 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.

7. 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.

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

9. 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.

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

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

12. 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.

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

14. 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.

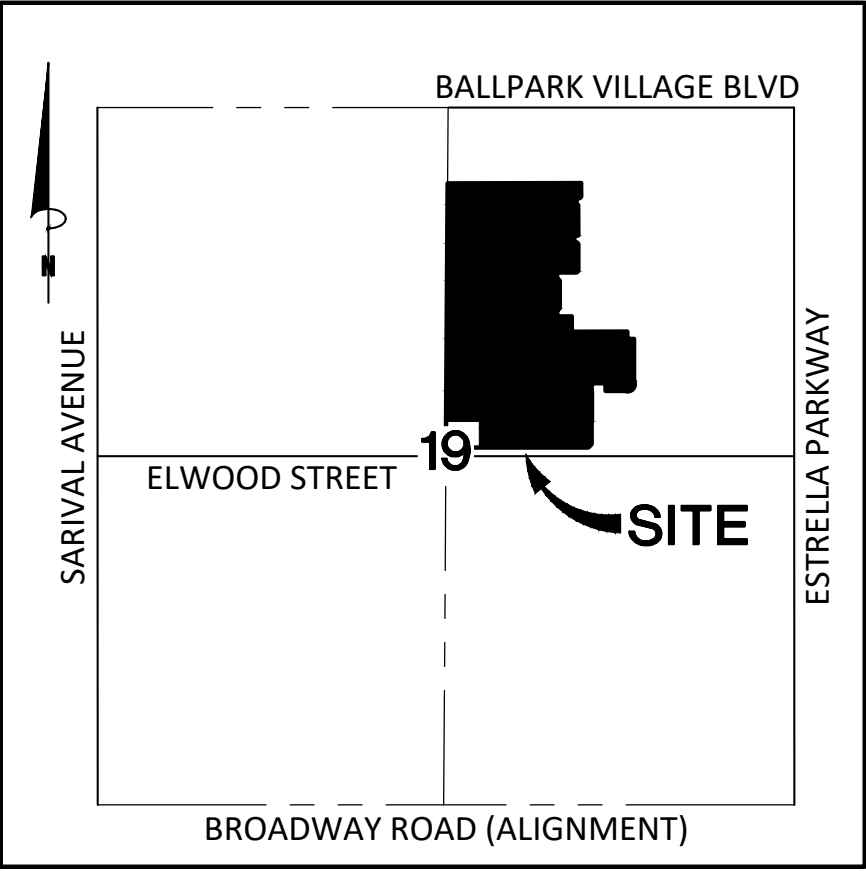
15. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

16. AT TEE-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.

UTILITIES

WATER
SEWER
GAS
ELECTRIC
TELEPHONE
REFUSE
CABLE TV

CITY OF GOODYEAR
CITY OF GOODYEAR
SOUTHWEST GAS
ARIZONA PUBLIC SERVICE
CENTURY LINK / COX
CITY OF GOODYEAR
CENTURY LINK / COX



VICINITY MAP
N.T.S.

OWNER (SUB 2 PROPERTY)

GY160 LAND SUB 2 LLC
7001 N SCOTTSDALE ROAD, STE 1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315-2600
CONTACT: GREG LEHMANN
glehmann@commws.com

OWNER (SUB 3 PROPERTY)

GY160 LAND SUB 3 LLC
7001 N SCOTTSDALE ROAD, STE 1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315-2600
CONTACT: GREG LEHMANN
glehmann@commws.com

ENGINEER

BOWMAN
6751 N. SUNSET BLVD #325
GLENDALE, AZ 85305
PHONE: (480) 559-8360
CONTACT: JOE CABLE
jcable@bowman.com

SURVEYOR

BOWMAN
1600 N DESERT DRIVE, #210
TEMPE, AZ 85281
PHONE: (480) 629-8830
CONTACT: DOUG TONEY
dtoney@bowman.com

SHEET INDEX

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- 4-7 FINAL PLAT PLAN SHEETS

SITE DATA

ZONING PAD
NUMBER OF LOTS 248
GROSS AREA 2,217,646 SQ.FT. OR 50.9101 ACRES, MORE OR LESS
NET AREA 1,739,563 SQ.FT. OR 39.9349 ACRES, MORE OR LESS

BASIS OF BEARINGS

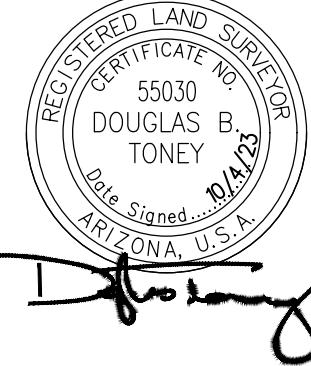
SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE FINAL PLAT OF "AVION AT BALLPARK VILLAGE-PHASE 1A", RECORDED IN BOOK 1645 OF MAPS, PAGE 16, M.C.R.

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.

10/4/23

DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN
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 _____, 2023.

BY: _____ ATTEST: _____
JOE PIZZILLO - MAYOR DAROE McCRACKEN - CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS ____ DAY OF _____, 2023.

BY: _____
SUMEET MOHAN - CITY ENGINEER

FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
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

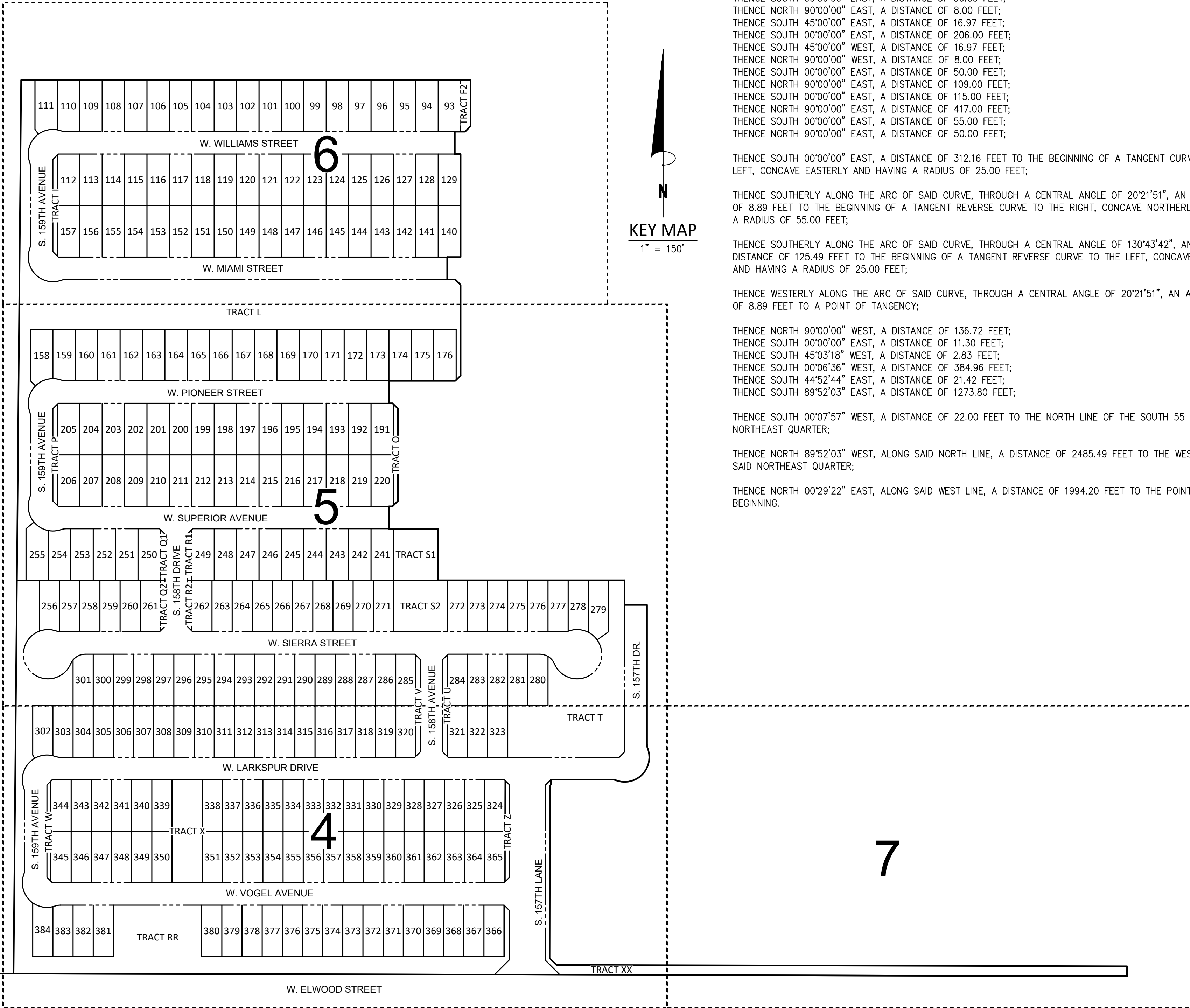
DATE: 10/4/23
PROJ NUM: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:

SCALE
N.T.S.
1 of 7

TRACT AREA TABLE				
TRACT	SQ. FT.	ACRES	OWNED / MAINTAINED	DESCRIPTION
TRACT F2	2,458	0.0564	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT I	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT L	136,587	3.1356	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT O	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT P	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT Q1	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT Q2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT R1	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT R2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT RR	100,170	2.2996	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT S1	11,385	0.2614	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, SEWER EASEMENT
TRACT S2	13,800	0.3168	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, SEWER EASEMENT
TRACT T	51,507	1.1824	HOA	AMENITY, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT U	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT V	2,160	0.0496	HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT W	1,712	0.0393	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT X	15,632	0.3589	HOA / HOA	AMENITY, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT XX	32,234	0.7400	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT Z	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE

OVERALL AREA TABLE		
PARCEL	SQ. FT.	ACRES
BOUNDARY	2,217,645	50.9101
ROW-ONSITE-NORTH	105,564	2.4234
ROW-ONSITE-SOUTH	377,597	8.6684
NET	1,739,563	39.9349

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
93	5,750	0.1320	145	5,750	0.1320	201	5,750	0.1320	263	5,175	0.1188	305	5,175	0.1188	347	5,175	0.1188
94	5,750	0.1320	146	5,750	0.1320	202	5,750	0.1320	264	5,175	0.1188	306	5,175	0.1188	348	5,175	0.1188
95	5,750	0.1320	147	5,750	0.1320	203	5,750	0.1320	265	5,175	0.1188	307	5,175	0.1188	349	5,175	0.1188
96	5,750	0.1320	148	5,750	0.1320	204	5,750	0.1320	266	5,175	0.1188	308	5,175	0.1188	350	5,175	0.1188
97	5,750	0.1320	149	5,750	0.1320	205	5,748	0.1320	267	5,175	0.1188	309	5,175	0.1188	351	5,175	0.1188
98	5,750	0.1320	150	5,750	0.1320	206	5,748	0.1320	268	5,175	0.1188	310	5,175	0.1188	352	5,175	0.1188
99	5,750	0.1320	151	5,750	0.1320	207	5,750	0.1320	269	5,175	0.1188	311	5,175	0.1188	353	5,175	0.1188
100	5,750	0.1320	152	5,750	0.1320	208	5,750	0.1320	270	5,175	0.1188	312	5,175	0.1188	354	5,175	0.1188
101	5,750	0.1320	153	5,750	0.1320	209	5,750	0.1320	271	5,175	0.1188	313	5,175	0.1188	355	5,175	0.1188
102	5,750	0.1320	154	5,750	0.1320	210	5,750	0.1320	272	5,175	0.1188	314	5,175	0.1188	356	5,175	0.1188
103	5,750	0.1320	155	5,750	0.1320	211	5,750	0.1320	273	5,175	0.1188	315	5,175	0.1188	357	5,175	0.1188
104	5,750	0.1320	156	5,750	0.1320	212	5,750	0.1320	274	5,175	0.1188	316	5,175	0.1188	358	5,175	0.1188
105	5,750	0.1320	157	5,748	0.1320	213	5,750	0.1320	275	5,175	0.1188	317	5,175	0.1188	359	5,175	0.1188
106	5,750	0.1320	158	5,812	0.1334	214	5,750	0.1320	276	5,175	0.1188	318	5,175	0.1188	360	5,175	0.1188
107	5,750	0.1320	159	5,670	0.1302	215	5,750	0.1320	277	5,171	0.1187	319	5,175	0.1188	361	5,175	0.1188
108	5,750	0.1320	160	5,750	0.1320	216	5,750	0.1320	278	5,024	0.1153	320	5,173	0.1188	362	5,175	0.1188
109	5,750	0.1320	161	5,750	0.1320	217	5,750	0.1320	279	5,563	0.1277	321	5,173	0.1188	363	5,175	0.1188
110	5,717	0.1313	162	5,750	0.1320	218	5,750	0.1320	280	5,146	0.1181	322	5,175	0.1188	364	5,175	0.1188
111	5,652	0.1298	163	5,750	0.1320	219	5,750	0.1320	281	5,175	0.1188	323	5,175	0.1188	365	5,217	0.1198
112	5,748	0.1320	164	5,750	0.1320	220	5,748	0.1320	282	5,175	0.1188	324	5,243	0.1204	366	5,175	0.1188
113	5,750	0.1320	165	5,750	0.1320	241	5,750	0.1320	283	5,175	0.1188	325	5,175	0.1188	367	5,175	0.1188
114	5,750	0.1320	166	5,750	0.1320	242	5,750	0.1320	284	5,173	0.1188	326	5,175	0.1188	368	5,175	0.1188
115	5,750	0.1320	167	5,750	0.1320	243	5,750	0.1320	285	5,173	0.1188	327	5,175	0.1188	369	5,175	0.1188
116	5,750	0.1320	168	5,750	0.1320	244	5,750	0.1320	286	5,175	0.1188	328	5,175	0.1188	370	5,175	0.1188
117	5,750	0.1320	169	5,750	0.1320	245	5,750	0.1320	287	5,175	0.1188	329	5,175	0.1188	371	5,175	0.1188
118	5,750	0.1320	170	5,750	0.1320	246	5,750	0.1320	288	5,175	0.1188	330	5,175	0.1188	372	5,175	0.1188
119	5,750	0.1320	171	5,750	0.1320	247	5,750	0.1320	289	5,175	0.1188	331	5,175	0.1188	373	5,175	0.1188
120	5,750	0.1320	172	5,750	0.1320	248	5,750	0.1320	290	5,175	0.1188	332	5,175	0.1188	374	5,175	0.1188
121	5,750	0.1320	173	5,750	0.1320	249	5,748	0.1320	291	5,175	0.1188	333	5,175	0.1188	375	5,175	0.1188
122	5,750	0.1320	174	5,750	0.1320	250	5,748	0.1320	292	5,175	0.1188	334	5,175	0.1188	376	5,175	0.1188
123	5,750	0.1320	175	5,750	0.1320	251	5,750	0.1320	293	5,175	0.1188	335	5,175	0.1188	377	5,175	0.1188
124	5,750	0.1320	176	5,748	0.1320	252	5,750	0.1320	294	5,175	0.1188	336	5,175	0.1188	378	5,175	0.1188
125	5,750	0.1320	191	5,748	0.1320	253	5,750	0.1320	295	5,175	0.1188	337	5,175	0.1188	379	5,175	0.1188
126	5,750	0.1320	192	5,750	0.1320	254	5,623	0.1291	296	5,175	0.1188	338	5,175	0.1188	380	5,175	0.1188
127	5,750	0.1320	193	5,750	0.1320	255	5,972	0.1371	297	5,175	0.1188	339	5,175	0.1188	381	5,175	0.1188
128	5,750	0.1320	194	5,750	0.1320	256	5,022	0.1153	298	5,175	0.1188	340	5,175	0.1188	382	5,175	0.1188
129	5,750	0.1320	195	5,750	0.1320	257	5,175	0.1188	299	5,175	0.1188	341	5,175	0.1188	383	5,155	0.1183
140	5,750	0.1320	196	5,750	0.1320	258	5,175	0.1188	300	5,175	0.1188	342	5,175	0.1188	384	5,060	0.1162
141	5,750	0.1320	197	5,750	0.1320	259	5,175	0.1188	301	5,069	0.1164	343	5,175	0.1188			
142	5,750	0.1320	198	5,750	0.1320	260	5,175	0.1188	302	5,039	0.1157	344	5,282	0.1213			
143	5,750	0.1320	199	5,750	0.1320	261	5,173	0.1188	303	5,155	0.1183	345	5,282	0.1213			
144	5,750	0.1320	200	5,750	0.1320	262	5,173	0.1188	304	5,175	0.1188	346	5,175	0.1188			



PROPERTY LEGAL DESCRIPTION -
OVERALL SUBDIVISION BOUNDARY (THE "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 HANDHOLE, 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 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 00°29'22" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 604.13 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 1002.90 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 103.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 23.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 230.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 202.47 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 148.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 109.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 417.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 312.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 130°43'42", AN ARC DISTANCE OF 125.49 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO A POINT OF TANGENCY;

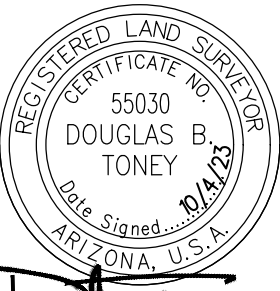
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 136.72 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 11.30 FEET;
THENCE SOUTH 45°03'18" WEST, A DISTANCE OF 2.83 FEET;
THENCE SOUTH 00°06'36" WEST, A DISTANCE OF 384.96 FEET;
THENCE SOUTH 44°52'44" EAST, A DISTANCE OF 21.42 FEET;
THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1273.80 FEET;

THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 22.00 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 2485.49 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1994.20 FEET TO THE POINT OF BEGINNING.

FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA



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

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	16.97'	S45°00'00"W
L2	23.00'	N90°00'00"W
L3	13.00'	N90°00'00"E
L4	29.94'	N90°00'00"W
L5	18.00'	N90°00'00"E
L6	16.97'	S45°00'00"E
L7	16.97'	S45°00'00"W
L8	8.00'	N90°00'00"E
L9	16.97'	S45°00'00"E
L10	16.97'	S45°00'00"W
L11	8.00'	N90°00'00"W
L12	50.00'	N90°00'00"E
L13	46.66'	S45°07'16"W
L14	46.68'	N44°52'44"W
L15	25.00'	N00°00'00"E
L16	25.00'	N00°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L17	11.30'	S00°00'00"E
L18	2.86'	S45°03'18"W
L19	21.42'	S44°52'44"E
L20	16.97'	N45°00'00"W
L21	16.97'	N45°00'00"E
L22	15.71'	N44°59'45"W
L23	16.97'	N45°00'00"E
L24	16.97'	N45°00'00"W
L25	16.97'	S45°00'00"W
L26	16.97'	N45°00'00"W
L27	16.97'	N45°00'00"E
L28	16.97'	N45°00'00"E
L29	16.97'	N45°00'00"W
L30	16.97'	N45°00'00"W
L31	16.97'	N45°00'00"E
L32	16.97'	N45°00'00"W

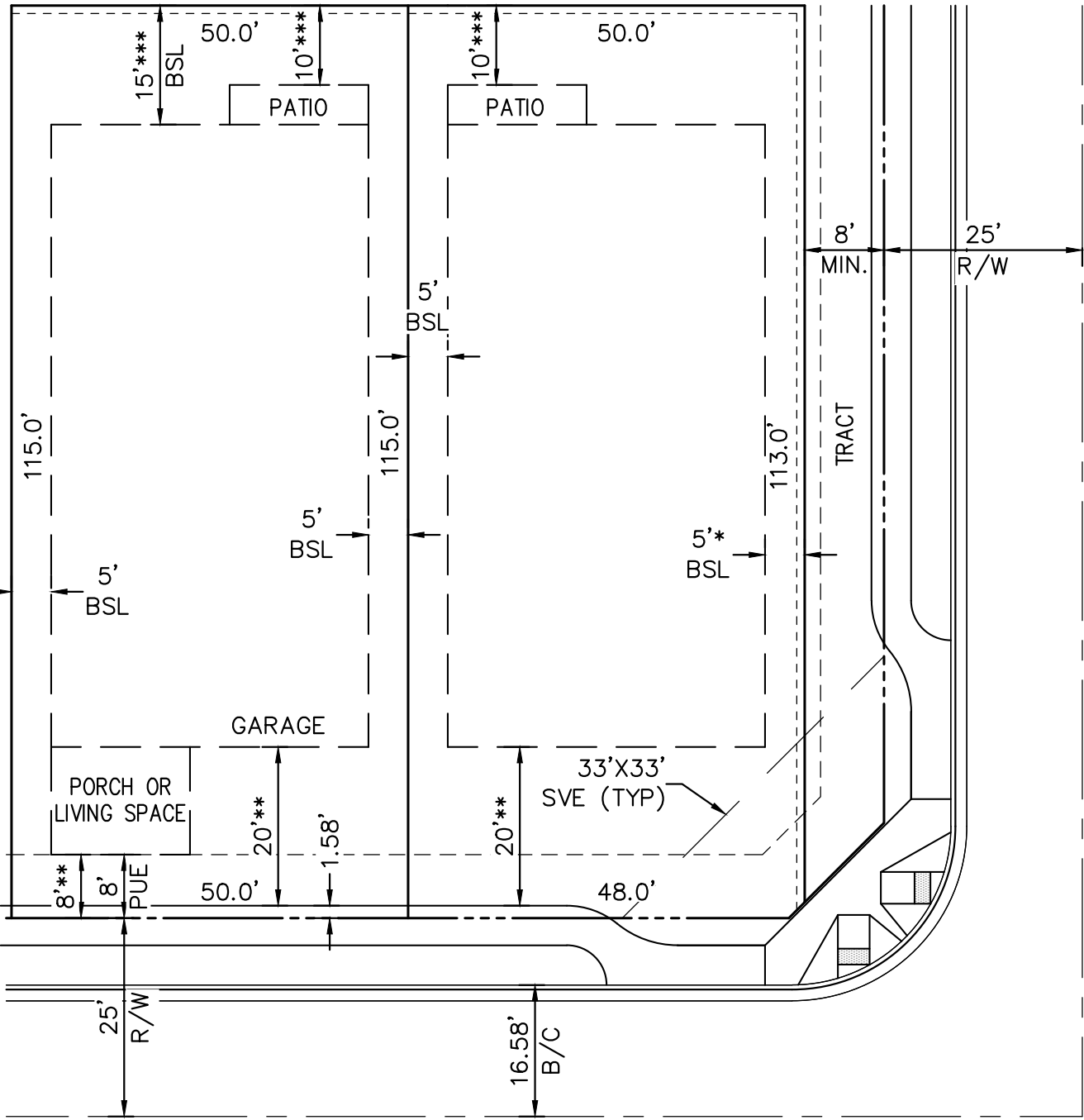
LINE TABLE		
LINE #	LENGTH	DIRECTION
L33	16.97'	N45°00'00"E
L34	16.97'	N45°00'00"W
L35	16.97'	N45°00'00"E
L36	31.02'	S54°27'44"W
L37	8.46'	N30°00'14"W
L38	23.08'	S00°12'40"E
L39	13.01'	N36°01'39"W
L40	20.41'	N90°00'00"W
L41	22.00'	S00°07'57"W
L42	103.00'	S00°00'00"E
L43	16.97'	S45°00'00"W
L44	23.00'	N90°00'00"W
L45	50.00'	N90°00'00"E
L46	13.00'	N90°00'00"E
L47	29.94'	N90°00'00"W
L48	50.00'	S00°03'53"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L49	18.00'	N90°00'00"E
L50	16.97'	S45°00'00"E
L51	16.97'	S45°00'00"W
L52	148.00'	N90°00'00"W
L53	50.00'	S00°00'00"E
L54	8.00'	N90°00'00"E
L55	16.97'	S45°00'00"E
L56	16.97'	S45°00'00"W
L57	8.00'	N90°00'00"W
L58	50.00'	S00°00'00"E
L59	109.00'	N90°00'00"E
L60	115.00'	S00°00'00"E
L61	10.00'	N90°00'00"W
L62	10.00'	N90°00'00"E
L63	55.00'	S00°00'00"E
L64	50.00'	N90°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L65	136.72'	N90°00'00"W
L66	11.30'	S00°00'00"E
L67	2.86'	S45°03'18"W
L68	21.42'	S44°52'44"E
L69	22.00'	S00°07'57"W
L70	16.95'	S44°56'42"E
L71	16.99'	N45°03'18"E
L72	16.99'	S45°03'18"W
L73	16.89'	N44°42'52"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	8.89'	25.00'	020°21'51"
C2	125.49'	55.00'	130°43'42"
C3	8.89'	25.00'	020°21'51"
C4	11.72'	35.00'	019°11'17"
C5	123.23'	55.00'	128°22'42"
C6	11.72'	35.00'	019°11'17"
C7	11.72'	35.00'	019°11'17"
C8	123.23'	55.00'	128°22'27"
C9	11.72'	35.00'	019°11'17"
C10	41.00'	35.00'	067°06'53"
C11	255.63'	55.00'	266°18'10"
C12	11.72'	35.00'	019°11'17"
C13	41.00'	35.00'	067°06'53"
C14	255.63'	55.00'	266°18'10"
C15	11.72'	35.00'	019°11'17"
C16	11.72'	35.00'	019°11'17"
C17	123.23'	55.00'	128°22'32"

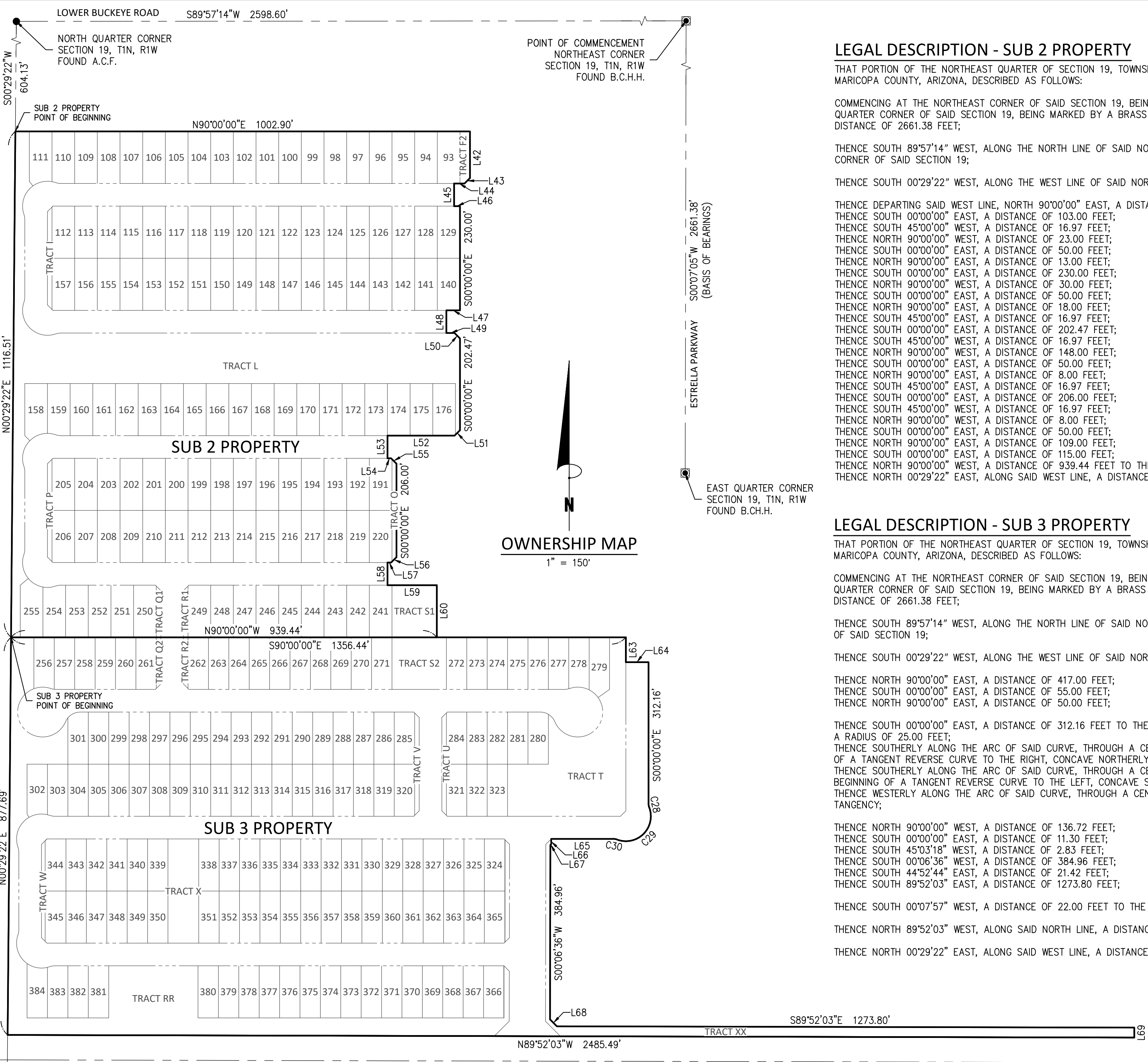
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C18	11.72'	35.00'	019°11'17"
C19	11.72'	35.00'	019°11'17"
C20	123.23'	55.00'	128°22'37"
C21	11.72'	35.00'	019°11'17"
C22	11.72'	35.00'	019°11'17"
C23	123.23'	55.00'	128°22'35"
C24	11.72'	35.00'	019°11'17"
C25	11.72'	35.00'	019°11'17"
C26	123.23'	55.00'	128°22'35"
C27	11.72'	35.00'	019°11'17"
C28	8.89'	25.00'	020°21'51"
C29	125.49'	55.00'	130°43'42"
C30	8.89'	25.00'	020°21'51"



50' x 115' TYPICAL LOT
N.T.S.

50' X 115' TYPICAL LOT

- * 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- ** FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- *** REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.
- NOTE: A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



OWNERSHIP MAP
1" = 150'

LEGAL DESCRIPTION - SUB 2 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 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 00°29'22" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 604.13 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 1002.90 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 103.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 23.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 230.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 202.47 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 148.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 206.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 109.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 939.44 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;
THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1116.51 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SUB 3 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 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 00°29'22" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1720.64 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 417.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET;

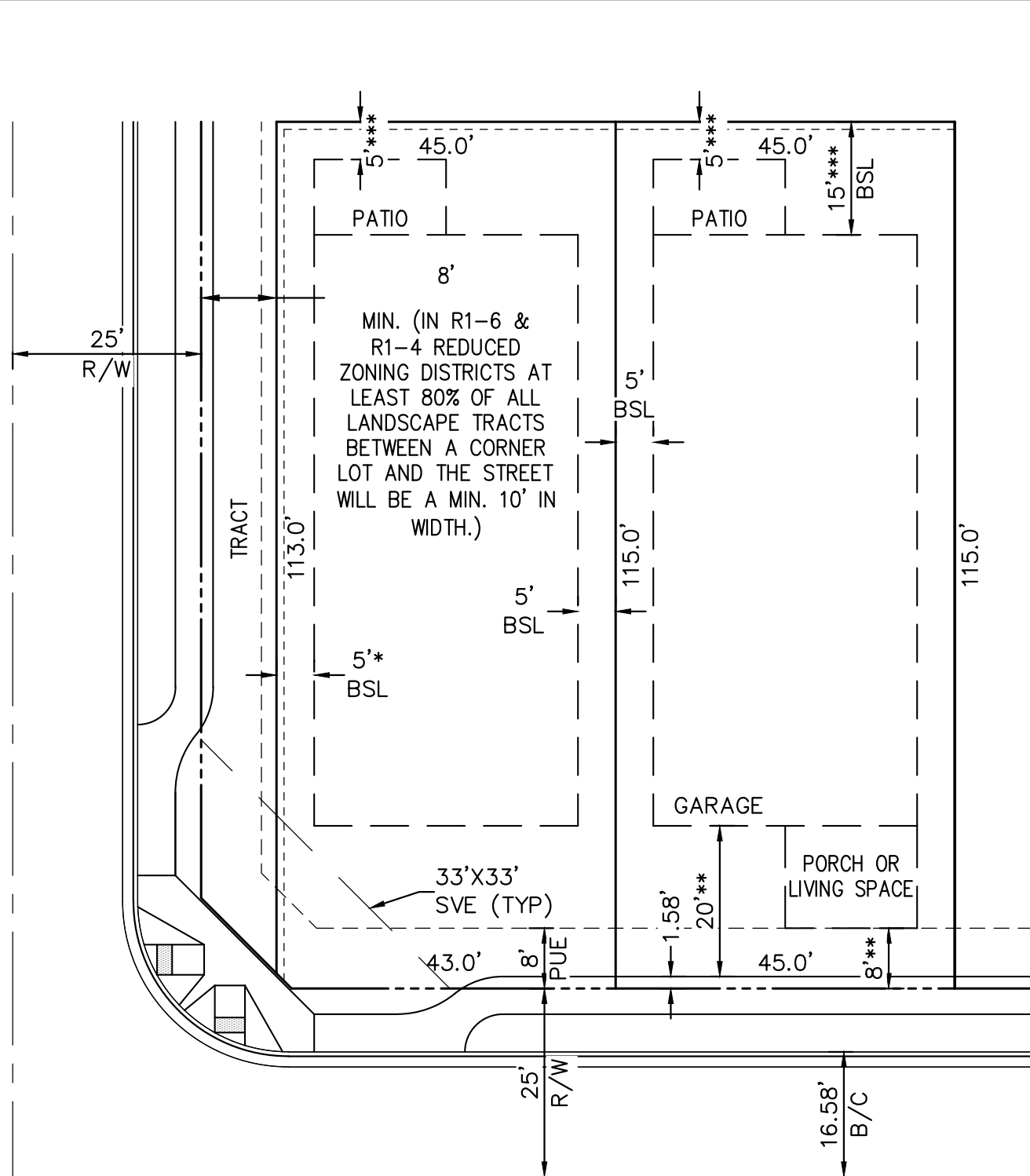
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 312.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 130°43'42", AN ARC DISTANCE OF 125.49 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", AN ARC DISTANCE OF 8.89 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 136.72 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 11.30 FEET;
THENCE SOUTH 45°03'18" WEST, A DISTANCE OF 2.83 FEET;
THENCE SOUTH 00°06'36" WEST, A DISTANCE OF 384.96 FEET;
THENCE SOUTH 44°52'44" EAST, A DISTANCE OF 21.42 FEET;
THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1273.80 FEET;

THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 22.00 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 2485.49 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 877.69 FEET TO THE POINT OF BEGINNING.



45' x 115' TYPICAL LOT
N.T.S.

45' X 115' TYPICAL LOT

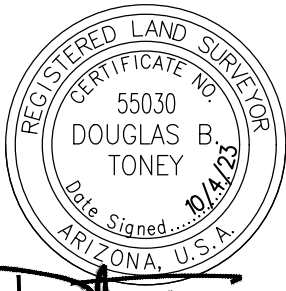
- * 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- ** FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- *** REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- NOTE: A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

FINAL PLAT AVION AT BALLPARK VILLAGE PHASE 2 GOODYEAR, ARIZONA

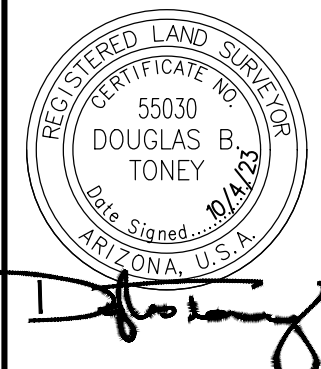
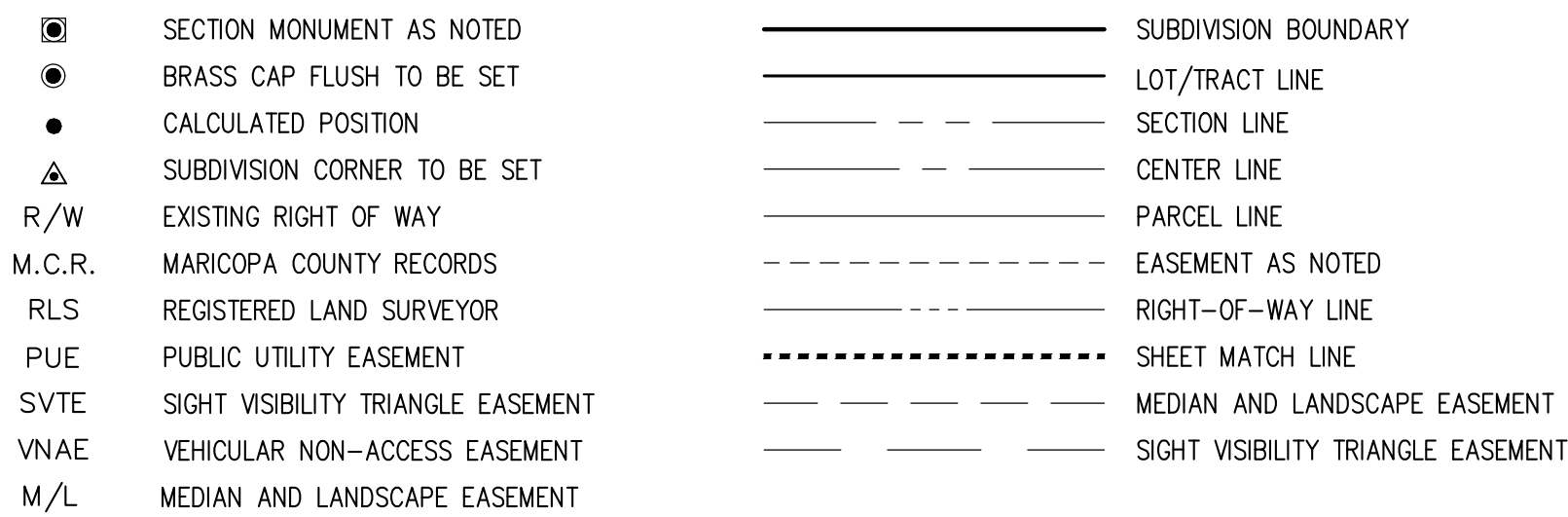
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PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:

SCALE
N.T.S.

3 OF 7



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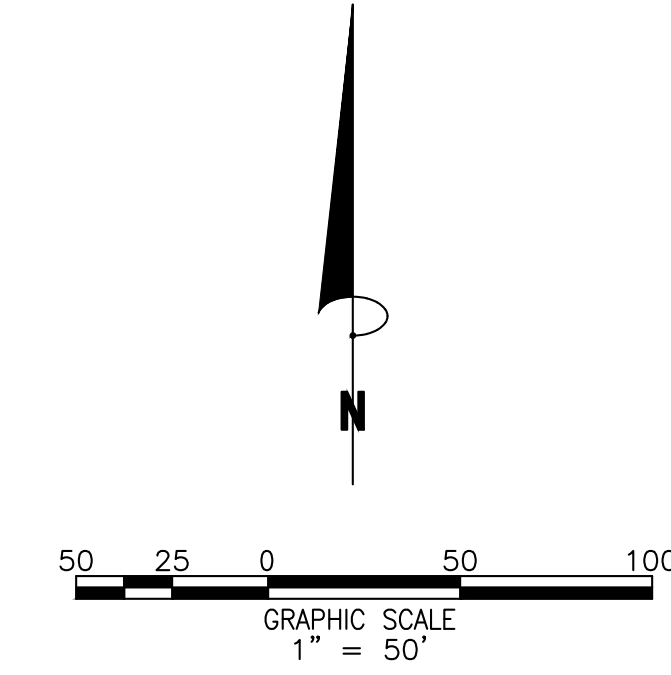
FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA

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TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	

SCALE
1" = 50'

4 OF 7



- SECTION MONUMENT AS NOTED

BRASS CAP FLUSH TO BE SET

CALCULATED POSITION

SUBDIVISION CORNER TO BE SET

R/W EXISTING RIGHT OF WAY

M.C.R. MARICOPA COUNTY RECORDS

RLS REGISTERED LAND SURVEYOR

PUE PUBLIC UTILITY EASEMENT

SVTE SIGHT VISIBILITY TRIANGLE EASEMENT

VNAE VEHICULAR NON-ACCESS EASEMENT

M/L MEDIAN AND LANDSCAPE EASEMENT

SUBDIVISION BOUNDARY

LOT/TRACT LINE

SECTION LINE

CENTER LINE

PARCEL LINE

EASEMENT AS NOTED

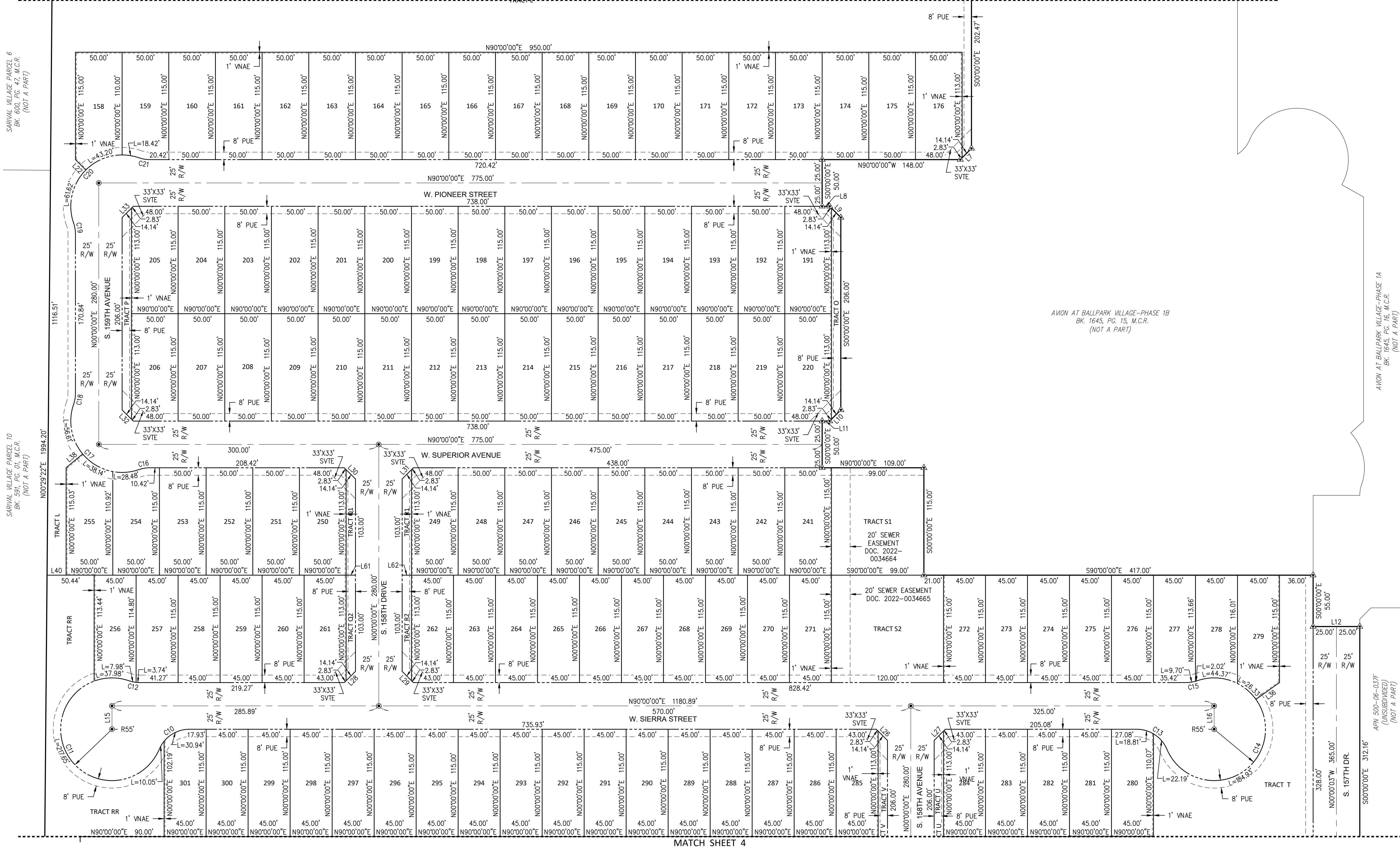
RIGHT-OF-WAY LINE

SHEET MATCH LINE

MEDIAN AND LANDSCAPE EASEMENT

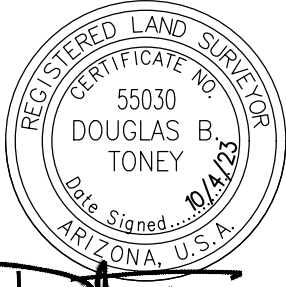
SIGHT VISIBILITY TRIANGLE EASEMENT

MATCH SHEET 6



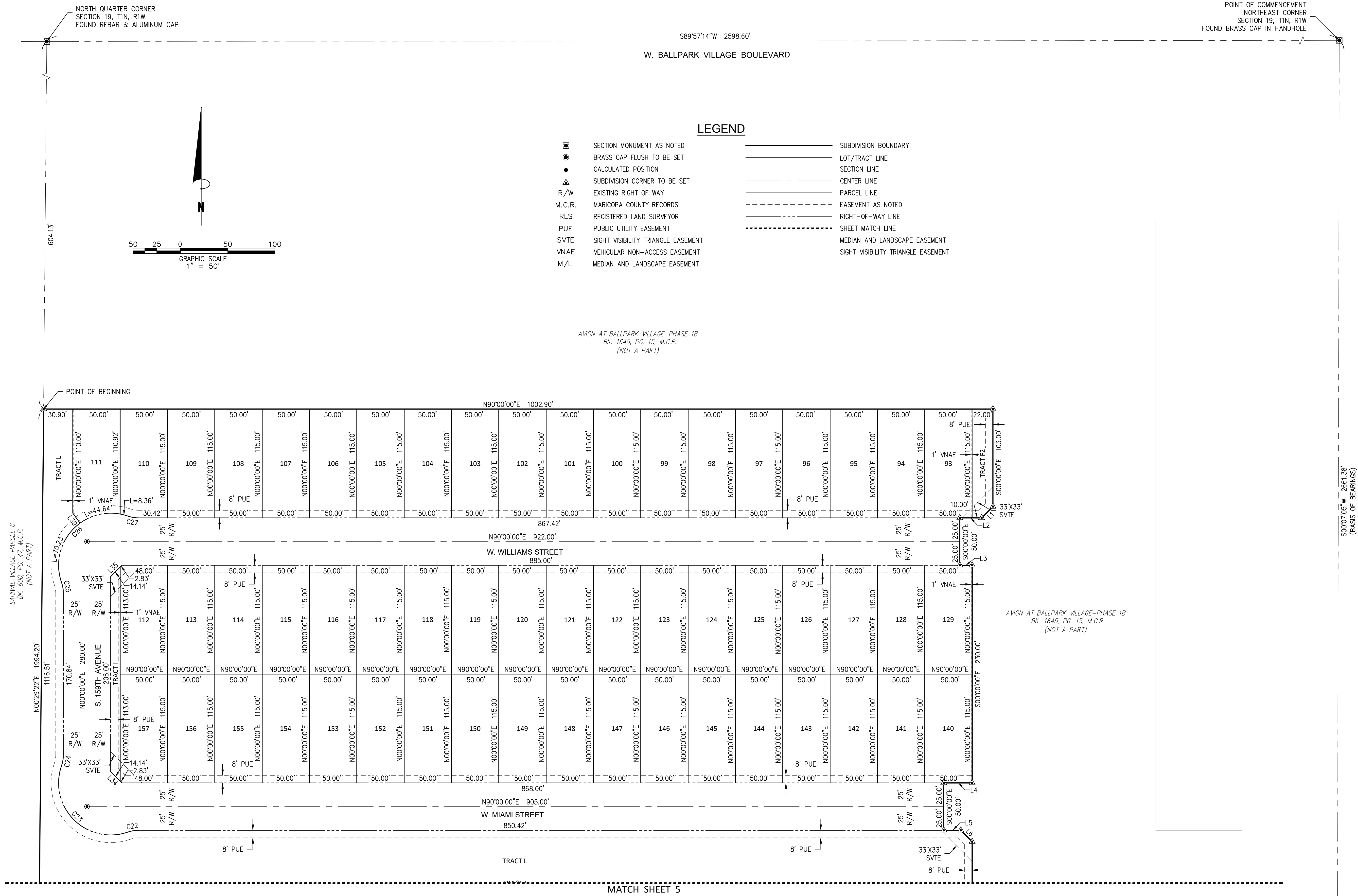
MATCH SHEET 4

FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA



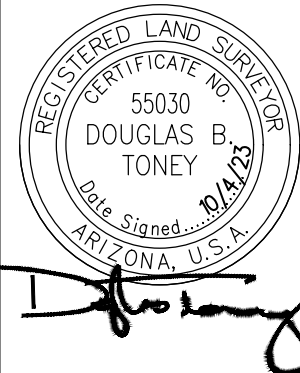
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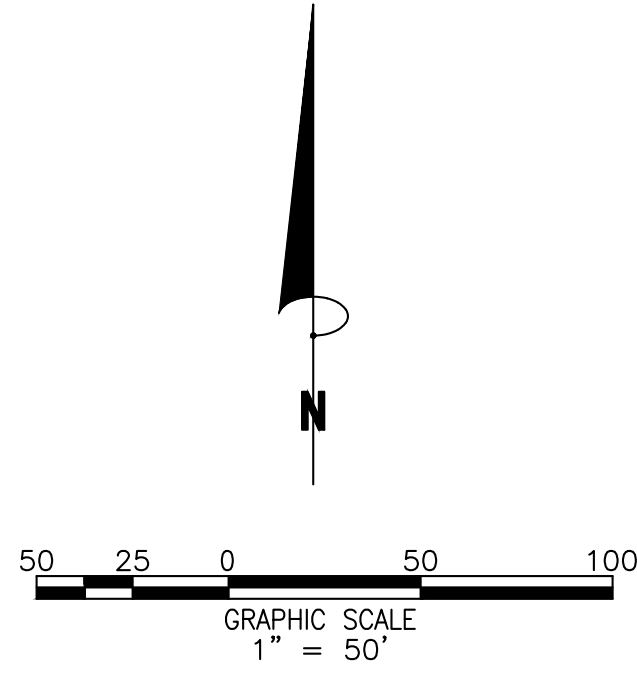
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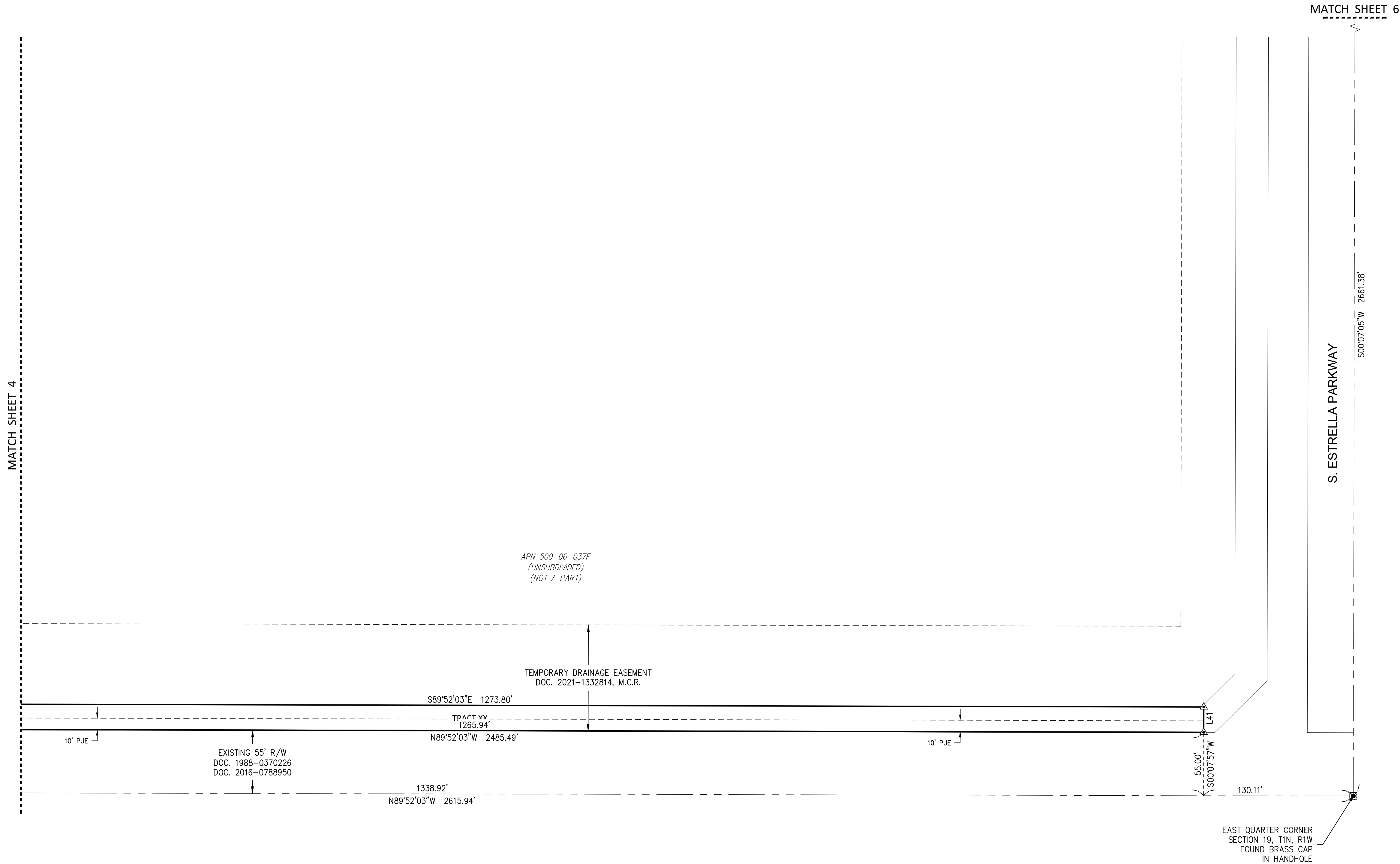
FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA

DATE: 10/4/23
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TASK NUM: 001
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QUALITY:
CLIENT NO:
SCALE 1" = 50'
6 OF 7





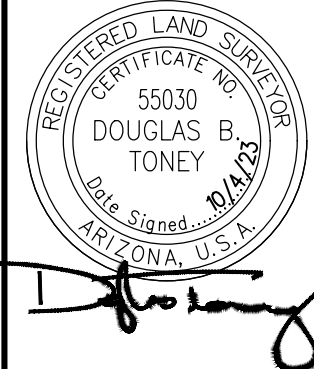
LEGEND	
	SECTION MONUMENT AS NOTED
	BRASS CAP FLUSH TO BE SET
	CALCULATED POSITION
	SUBDIVISION CORNER TO BE SET
R/W	EXISTING RIGHT OF WAY
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
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	CENTER LINE
	PARCEL LINE
	EASEMENT AS NOTED
	RIGHT-OF-WAY LINE
	SHEET MATCH LINE
	MEDIAN AND LANDSCAPE EASEMENT
	SIGHT VISIBILITY TRIANGLE EASEMENT



FINAL PLAT
AVION AT BALLPARK VILLAGE PHASE 2
GOODYEAR, ARIZONA

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	7 OF 7



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