

FINAL PLAT

OF

"THRIVE AT AVISION GOODYEAR"

A REPLAT OF PARCEL 3, OF MINOR LAND DIVISION OF PARCELS 1, 2 & 3 OF CENTRAL SQUARE,
RECORDED IN BOOK 1192, PAGE 29, MARICOPA COUNTY RECORDS,
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, GOODYEAR, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS
KNOW ALL MEN BY THESE PRESENTS:

THAT GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "THRIVE AT AVISION GOODYEAR", A REPLAT OF PARCEL 3, OF MINOR LAND DIVISION OF PARCELS 1, 2 & 3 OF CENTRAL SQUARE, RECORDED IN BOOK 1192, PAGE 29, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, GOODYEAR, 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, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER"), 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 ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES, A NON-EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS AND THROUGH TRACT A AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING: EMERGENCY SERVICES, GOVERNMENTAL SERVICES, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN EASEMENTS GRANTED TO THE CITY OF GOODYEAR LOCATED WITHIN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT A.

GOODYEAR 49 LLC, A NEVADA 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 IN TRACTS A, B AND C AND IN LOTS DESIGNATED AS "PUE DEDICATED HEREON" AS SHOWN ON THIS FINAL 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, INSPECTING, 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. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON 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.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS IN TRACTS A, B, AND C, AND IN ALL LOTS DESIGNATED AS "WLE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"). THE WATER AND ACCESS EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS AND APPURTENANCES THERETO 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 WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER 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 WATER 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 WATER AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER AND ACCESS EASEMENT AREAS.

HOA RATIFICATION AND CONSENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS: BY THIS RATIFICATION AND CONSENT, THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT COMPANY, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A, B AND C AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

N WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION

BY: _____ DATE: _____
ITS: _____

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

NOTARY PUBLIC

EXPIRES

DEDICATION (cont.)

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (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 NONACCESS EASEMENTS DEDICATED HEREON 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.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN THE THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION, AND SUBJECT TO THE COVENANTS, RESERVATIONS, AND EASEMENTS DEDICATED HEREON, CONVEYS TO THE THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION, TRACTS A, BAND C INCLUSIVE AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

GOODYEAR 49, LLC, A NEVADA LIMITED LIABILITY COMPANY WARRANTS AND COVENANTS TO THE CITY OF GOODYEAR, THAT IT IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY DESCRIBED HEREIN; THAT IT HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCES DESCRIBED HEREIN; AND THAT THE CITY OF GOODYEAR SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS WITH RESPECT TO THE PROPERTY INTERESTS BEING CONVEYED HEREIN.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF GOODYEAR 49, LLC, A NEVADA LIMITED LIABILITY COMPANY WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF THE CITY OF GOODYEAR'S SUCCESSORS AND ASSIGNS.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY

BY: BROMET HOLDINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY
ITS MANAGER

BY: VISION MANAGER, LLC, A NEVADA LIMITED LIABILITY COMPANY
MANAGER OF BROMET HOLDINGS LLC

BY: _____
BROCK METZKA
MANAGER OF VISION MANAGER LLC

ACKNOWLEDGEMENT

STATE OF NEVADA }
COUNTY OF CLARK } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BROCK METZKA, MANAGER OF VISION MANAGER LLC, THE MANAGER OF BROMET HOLDINGS LLC, THE MANAGER OF GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY WHOSE IDENTIFY WAS PROVED TO BE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THIS FINAL PLAT OF THRIVE AT AVISION GOODYEAR AND WHO, ON OATH ACKNOWLEDGED THE FINAL PLAT OF THRIVE AT AVISION GOODYEAR TO BE THE FREE AND VOLUNTARY ACT AND DEED OF GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS FINAL PLAT OF THRIVE AVISION GOODYEAR, AND IN FACT EXECUTED THE FINAL PLAT OF THRIVE AVISION GOODYEAR ON BEHALF OF GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY.

BY _____ RESIDING AT _____

NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA

MY COMMISSION EXPIRES: _____

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR: JOE PIZZILLO

ATTEST: _____
CITY CLERK: DARCI MCCrackEN

FINAL PLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2024.

BY: _____
CITY ENGINEER: SUMEET MOHAN

LENDER'S CONSENT AND SUBORDINATION

IGNITE FUNDING, LLC, A DELAWARE A LIMITED LIABILITY COMPANY IS THE BENEFICIARY ON BEHALF OF ITSELF AND OTHER PERSONS AND ENTITIES WITH BENEFICIAL INTERESTS UNDER A CERTAIN DEED OF TRUST DATED MAY 4, 2022, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0225564 AS AMENDED BY ASSIGNMENT OF BENEFICIAL INTERESTS ENCUMBERING THE PROPERTY SUBJECT TO THIS FINAL PLAT (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT. THE UNDERSIGNED, ON BEHALF OF ITSELF AND ALL PERSONS AND ENTITIES WITH BENEFICIAL INTERESTS UNDER THE DEED OF TRUST, HEREBY SUBORDINATES THE DEED OF TRUST AND THE LOAN SECURED THEREBY TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT AND AGREES THAT ANY ACQUISITION, TRANSFER, OR SALE OF ALL OR PART OF THE PROPERTY SUBJECT TO THE DEED OF TRUST AND ASSIGNMENT OF RENTS WHETHER BY FORECLOSURE, DEED-IN-LIEU OR OTHER MEANS, SHALL BE BOUND TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR 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 ITSELF AND ALL BENEFICIARIES UNDER THE DEED OF TRUST.

IGNITE HOLDING, LLC A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
PATRICK VASSAR, IGNITE FUNDING ATTORNEY-IN-FACT
FOR IGNITE FUNDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

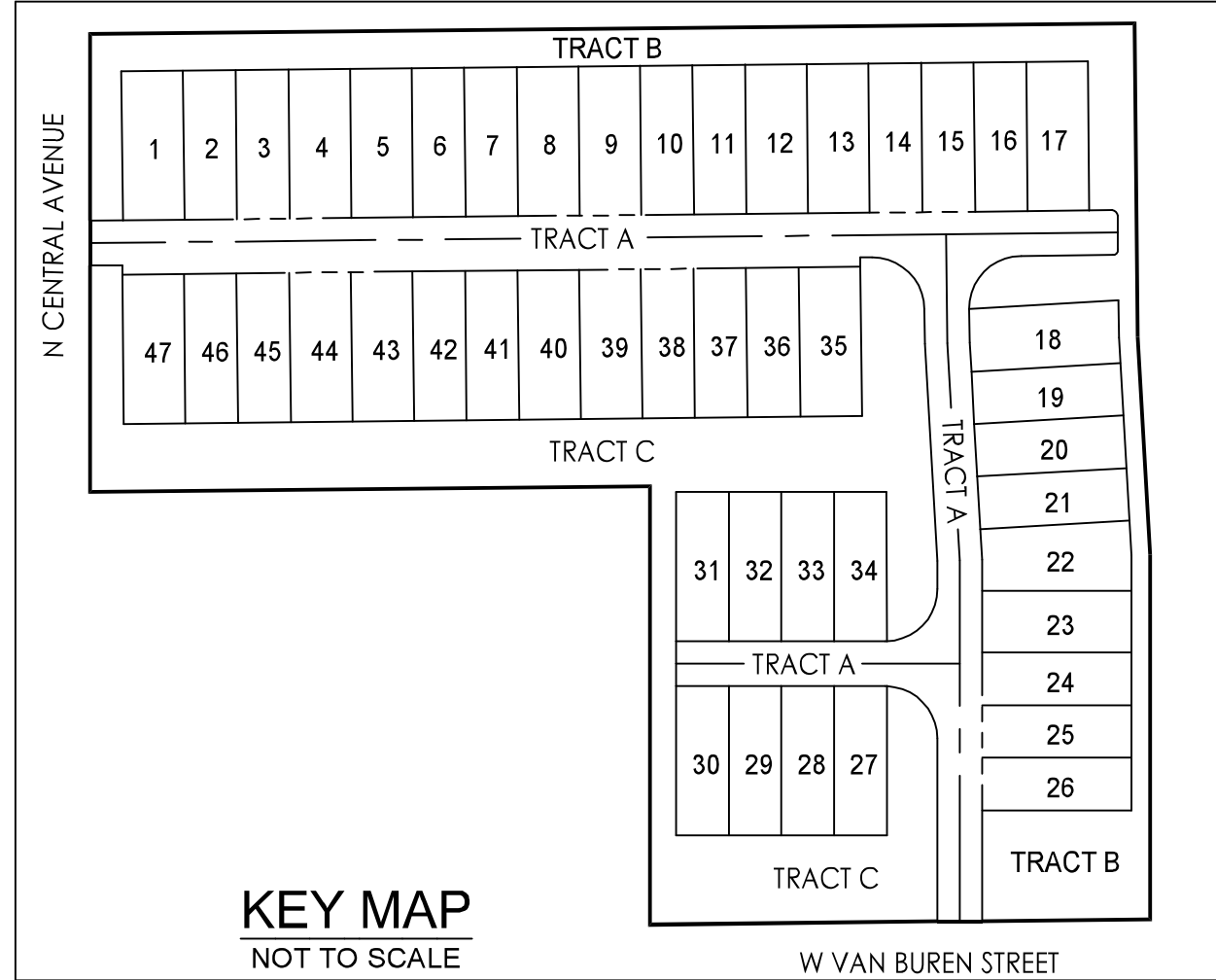
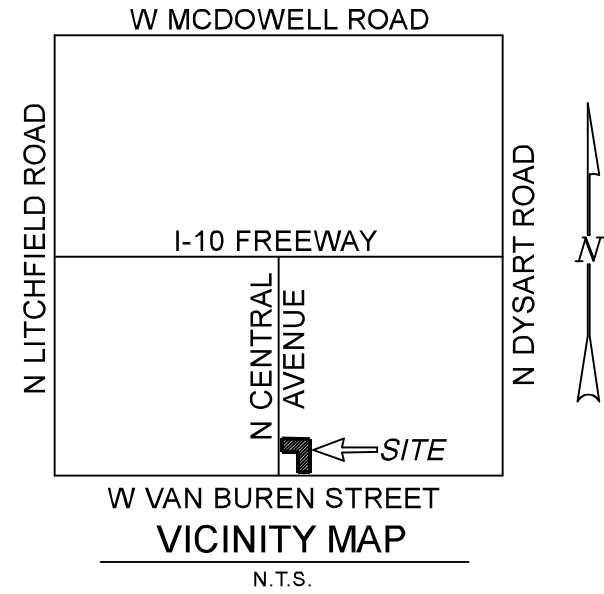
STATE OF NEVADA }
COUNTY OF CLARK } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED PATRICK VASSAR, ATTORNEY -IN-FACT FOR IGNITE FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY WHOSE IDENTIFY WAS PROVED TO BE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THIS FINAL PLAT OF THRIVE AT AVISION GOODYEAR AND WHO, ON OATH ACKNOWLEDGED THE FINAL PLAT OF THRIVE AVISION GOODYEAR TO BE THE FREE AND VOLUNTARY ACT AND DEED OF IGNITE FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT SHE IS AUTHORIZED TO EXECUTE THIS FINAL PLAT OF THRIVE AVISION GOODYEAR, AND IN FACT EXECUTED THE FINAL PLAT OF THRIVE AVISION GOODYEAR ON BEHALF OF IGNITE FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY _____ RESIDING AT _____

NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA

MY COMMISSION EXPIRES: _____



OWNER/DEVELOPER:

GOODYEAR 49 LLC
8475 EASTERN AVENUE STE 105
LAS VEGAS NV USA 89123

EDWARD HOMES
CONTACT: BROCK METZKA
PH: 702-665-6989
EMAIL: BMETZKA@YAHOO.COM

UTILITY PROVIDERS:

UTILITY PROVIDERS			
UTILITY	UTILITY COMPANY	COMPANY REPRESENTATIVE	TELEPHONE NUMBER
ELECTRIC	APS		
TELEPHONE	CENTURY LINK	MICHAEL CARDWELL	602-630-3369
NATURAL GAS	S.W. GAS	ELTON LAMCE	602-484-5649
CABLE TV	COX	DIANA CARPENTER	623-328-4054
WATER	CITY OF GOODYEAR		623-932-3910
SEWER	CITY OF GOODYEAR		623-932-3910

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF CENTRAL AVENUE, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, USING A BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PER THE MINOR LAND DIVISION OF CENTRAL SQUARE, BOOK 1192 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA.

AREA:

NET AREA: 200,631 SQUARE FEET OR 4.61 ACRES

FLOOD ZONE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP #004013C2155M, DATED SEPTEMBER 18, 2020, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".

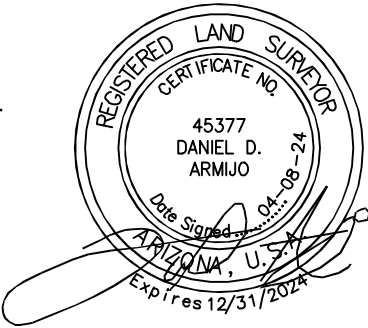
ZONING:

ZONE: CITY OF GOODYEAR R1-A

CERTIFICATION

I, DANIEL D. ARMIJO, 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.

DANIEL D. ARMIJO, RLS 45377
AW LAND SURVEYING, LLC
PO BOX 2170
CHANDLER, ARIZONA 85244
PH: 480-244-7630
DARMUJO@AWLANDSURVEY.COM



THRIVE AT AVISION GOODYEAR

FINAL PLAT

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARMUJO@AWLANDSURVEY.COM

ORIGINAL PLAN DATE
09-28-2022
LATEST REVISION DATE
04-09-2024
JOB NUMBER
22-131
SHEET NUMBER
1 OF 4

NOTES

- A. WATER SERVICE
THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 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.
- B. 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.
- C. 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.
- D. 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.
1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL MPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
2. 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.
3. 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.
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
5. 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.
- E. 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.
1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
- F. 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.
- G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
- H. 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.
- I. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
- J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE ALL OVERHEAD ELECTRIC LINES OF 69KV OR GREATER).
- L. 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.
- M. 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.
- N. THE STREETS IN TRACT A ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA) OR HOMEOWNERS ASSOCIATION (HOA). 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. (DEVELOPMENTS WITH PRIVATE STREETS)
- O. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE POA OR HOA.
- P. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHTOF-WAY, PRIVATE STREET TRACT, AND/OR PUBLIC UTILITY EASEMENT (PUE).

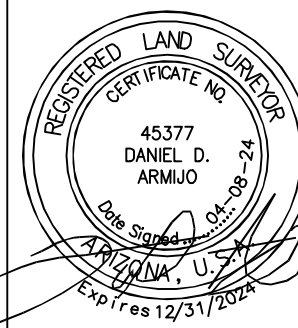
LEGAL DESCRIPTION

PARCEL 3, OF MINOR LAND DIVISION OF PARCELS 1, 2 & 3 OF CENTRAL SQUARE RECORDED IN BOOK 1192 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, A CITY OF GOODYEAR BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, A CITY OF AVONDALE BRASS CAP IN HANDHOLE, BEARS NORTH 89°22'38" EAST, A DISTANCE OF 2607.06 FEET;
THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 290.00 FEET;
THENCE NORTH 89°23'02" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
THENCE NORTH 00°00'00" EAST PARALLEL TO AND 30.00 FEET EAST OF SAID WEST LINE, A DISTANCE OF 245.41 FEET;
THENCE LEAVING SAID PARALLEL LINE, NORTH 89°24'59" EAST, A DISTANCE OF 559.68 FEET;
THENCE SOUTH 00°34'49" EAST, A DISTANCE OF 167.97 FEET;
THENCE SOUTH 03°16'26" EAST, A DISTANCE OF 117.01 FEET;
THENCE SOUTH 00°00'11" EAST, A DISTANCE OF 195.14 FEET, TO A LINE 55.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;
THENCE ALONG SAID PARALLEL LINE, SOUTH 89°22'38" WEST, A DISTANCE OF 268.10 FEET;
THENCE LEAVING SAID PARALLEL LINE, NORTH 00°00'31" EAST, A DISTANCE OF 234.95 FEET;
THENCE SOUTH 89°23'02" WEST, A DISTANCE OF 300.01 FEET TO THE TRUE POINT OF BEGINNING.

THRIVE AT AVISION GOODYEAR

FINAL PLAT

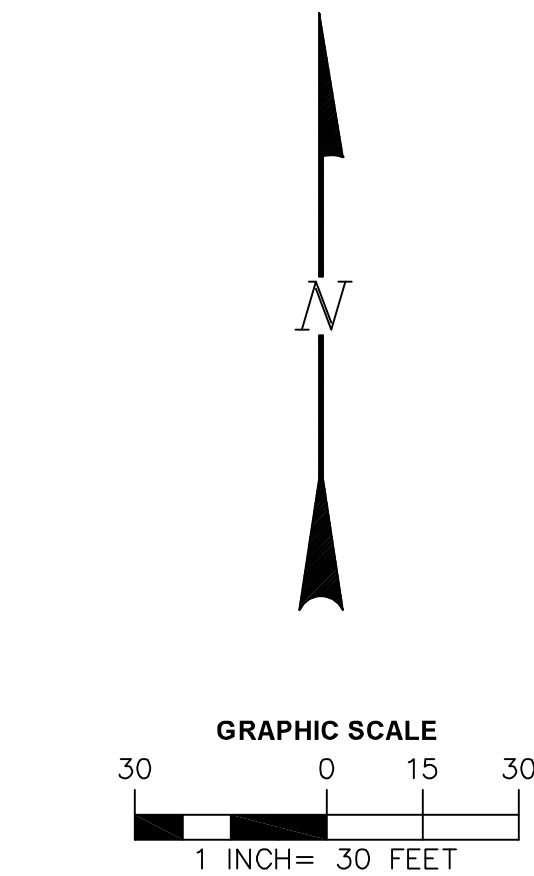


ORIGINAL PLAN DATE 09-28-2022
LATEST REVISION DATE 04-09-2024
JOB NUMBER 22-131
SHEET NUMBER 2 OF 4

AW LAND SURVEYING, LLC

P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARMILIO@AWLANDSURVEY.COM

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



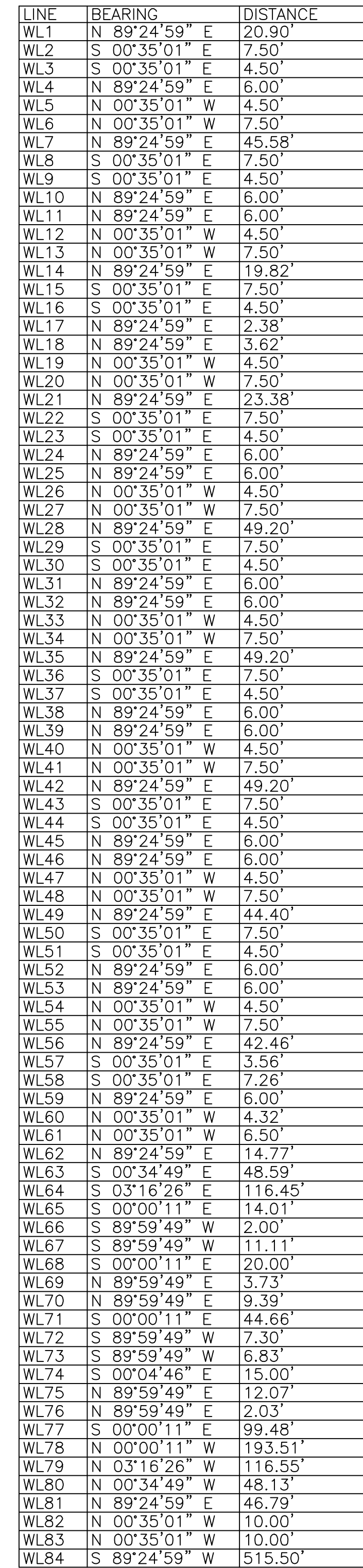
TRACT USE AND AREA TABLE				
TRACT	PRIMARY USE	SQ. FT.	ACRES	OWNERSHIP / MAINTAINED BY:
A	PRIVATE STREETS / DRAINAGE / PUBLIC & PRIVATE UTILITIES / WATER EASEMENT	27,971	0.64	HOA
B	LANDSCAPE / DRAINAGE / PUE / PRIVATE UTILITIES / EX. ELECTRIC EASEMENT	25,032	0.57	HOA
C	LANDSCAPE / DRAINAGE / PUE / PRIVATE UTILITIES / RETENTION / EX. TELECOM EASEMENT	35,030	0.80	HOA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	28.00'	43.98'	90°00'00"	S 45°00'11" E	39.60'
C2	28.00'	0.85'	1°43'45"	N 89°08'18" W	0.85'
C3	28.00'	43.14'	88°16'15"	S 44°08'18" E	39.00'
C4	28.00'	43.98'	90°00'00"	N 44°59'49" E	39.60'
C5	28.00'	0.85'	1°43'45"	N 89°07'57" E	0.85'
C6	28.00'	43.14'	88°16'15"	S 44°07'57" W	39.00'
C7	28.00'	43.98'	90°00'11"	S 45°34'55" E	39.60'
C8	28.00'	43.98'	89°59'49"	N 44°25'05" E	39.60'
C9	3.00'	4.71'	89°59'49"	S 44°25'05" W	4.24'
C10	3.00'	4.71'	90°00'11"	S 45°34'55" E	4.24'

LINE	BEARING	DISTANCE
L1	N 00°34'49" W	18.64'
L2	N 00°34'49" W	18.08'
L3	N 00°34'49" W	19.96'
L4	S 89°24'59" W	6.23'
L5	S 00°35'01" E	5.50'
L6	N 89°24'59" E	49.00'
L7	S 00°34'49" E	18.00'
L8	S 00°34'49" E	9.00'
L9	S 00°34'49" E	9.00'
L10	S 00°35'01" E	5.50'
L11	N 89°24'59" E	17.31'

LEGEND

MCR	MARICOPA COUNTY RECORDS
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
WLE	WATERLINE EASEMENT
COA	CITY OF AVONDALE
COG	CITY OF GOODYEAR
ESMT.	EASEMENT
DOC.	DOCUMENT
NO.	NUMBER
△	PROPERTY CORNER FOUND MONUMENT AS NOTED
○	FOUND MONUMENT AS NOTED
□	FOUND MONUMENT AS NOTED
—	PROPERTY LINE
—	ADJOINER LINE
---	EASEMENT LINE AS NOTED



<u>LEGEND</u>	
MCR	MARICOPA COUNTY RECORDS
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT-OF-WAY
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- - - - -	EASEMENT LINE AS NOTED