

NOTE (1)
Notch is 8' x 10'. centered on Lot line.

NOTE (2)
Sides of notch are parallel to Lot lines.
Back of notch opposite the R/W is
parallel to R/W.

PUFE Notch Detail

FEMA FLOOD ZONE DELINEATION

This site is located within "Panel Not Printed" as shown on FEMA Flood Insurance Rate Map number 04013C2780L and 04013C2790L which are unpublished.

ZONING

In accordance with approved Community Plan and Development Unit 9 (DU-9) D.U.P., Land Use Groups in this plat are: LUG V-Village

RATIFICATION AND APPROVAL OF PLAT

State of Arizona

County of Maricopa

Know all men by these pesents:

That Encore at Eastmark Homeowners Association, an Arizona Non—Profit Corporation, hereby ratifies, affirms and approves this plat for "Encore at Eastmark, Parcel 9—4" and the responsibilities imposed upon it under this plat.

In witness whereof, ______ has caused its name to be affixed by the undersigned, duly authorized officer this _____ day of ____, 2015.

Encore at Eastmark Homeowners Association, an Arizona Non—Profit Corporation

ACKNOWLEDGMENT

State of Arizona

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County of Maricopa

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by _____, the ____, the ____, of Encore at Eastmark Homeowners Association, an Arizona Non-Profit Corporation, on behalf of the Non-Profit Corporation.

TRACT USE TABLE

Landscape, Open Space, Public Utilities & Facilities Easement and

Landscape, Open Space, Public Utilities & Facilities Easement and

Landscape, Open Space, Public Utilities & Facilities Easement, Retention

Landscape, Open Space, Public Utilities & Facilities Easement, Retention,

Landscape, Open Space, Public Utilities & Facilities Easement, Retention,

Landscape, Open Space, Public Utilities & Facilities Easement, Retention,

* All tract usage listed are blanket in nature unless specifically defined as shown on the plan view.

Landscape, Open Space, Public Utilities & Facilities Easement and

Sewer Easement and Sidewalk

Sewer Easement and Sidewalk

Sidewalk and Amenities

AREA (SF) AREA (AC)

0.0709

0.1392

0.2157

0.4455

4.7744

1.0065

0.0686

3,090

6.064

9,396

19,406

2,986

In witness whereof, I hereunto set my hand and official seal.

BY: _____ Notary Public My Commission Expires:

TRACT

FINAL PLAT ENCORE AT EASTMARK - Parcel 9-4

A portion of the South Half of Section 26, Township 1 South, Range 7 East of the Gila and Salt River Meridian,
Maricopa County, Arizona

LEGAL DESCRIPTION

A portion of the South Half of Section 26, Township 1 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at an Aluminum Cap, at the South Quarter of said Section 26, from which a brass cap at the Southwest Quarter of said Section 26 bears N89°38′25″W (an assumed bearing) at a distance of 2,649.02 feet; thence N00°44′12″W, along the north—south mid—section line of said Section 26, for a distance of 1,178.72 feet to the POINT OF BEGINNING:

Thence S70°23'43"W for a distance of 24.37 feet; thence S72°35'05"W for a distance of 74.37 feet; thence S74°46'26"W for a distance of 74.37 feet; thence S77°59'23"W for a distance of 75.96 feet; thence S76°01'45"W for a distance of 85.98 feet; thence S83°38′51″W for a distance of 91.84 feet; thence S86°23′43″W for a distance of 148.14 feet; thence N89°31'31"W for a distance of 76.94 feet; thence S87°37'11"W for a distance of 35.04 feet; thence N89°31'31"W for a distance of 421.00 feet; thence N00°28'29'E for a distance of 1,473.48 feet to a point on the south line of Tract K, as shown on the Final Plat for Encore at Eastmark -Parcel 9-1, recorded in Book 1178, Page 7, Official Records of Maricopa County; thence S89°31'33", along said south line, for a distance of 93.61 feet to an angle point on said line; thence S33°19'40'E, along said south line, for a distance of 67.99 feet to a point on a non-tangent curve, concave to the south, the center of which bears S33°19'40'E at a distance of 10.00 feet; thence easterly, along said south line and the arc of said curve, through a central angle of 36°17'51", for a distance of 6.34 feet to the beginning of a compound curve, the center of which bears SO2°5812"W at a distance of 1,417.50 feet; thence easterly, along said south line and the arc of said curve, through a central angle of 1°22'21" for a distance of 33.96 feet to a angle point on said south line; thence NO4°20'33'E, along said south line and not tangent to said curve, for a distance of 127.60 feet to an angle point on said south line; thence S84°27'42"E, along said south line, for a distance of 64.49 feet; thence S81°4017"E, along said south line, for a distance of 85.99 feet; thence S78°28'56"E, along said south line, for a distance of 85.99 feet; thence S74°44'39"E, along said south line, for a distance of 116.39 feet to a point on the east line of said Tract K; thence N19°10'21'E, along said east line, for a distance of 37.37 feet to a point on the south line of South Encore Right-of-Way, as shown on said Final Plat for Encore at Eastmark —Parcel 9—1; thence S70°49'39"E, along said south line, for a distance of 17.50 feet to an angle point on said south line; thence S19°10′21″W, along said south line, for a distance of 1.93 feet to an angle point on said south line; thence S70°49'39'E, along said south line for a distance of 17.50 feet to a point on the west line of Tract M, as shown on said Final Plat for Encore at Eastmark —Parcel 9—1; thence S19°10'21"W, along said west line, for a distance of 34.43 feet to a point on the south line of said Tract M; thence S69°13'59'E, along said south line, for a distance of 97.99 feet; thence S66°02'38'E, along said south line, for a distance of 85.99; thence S62°51′18″E, along said south line, for a distance of 85.99; thence S59°39′57″E, along said south line, for a distance of 85.99; thence S56°28'36"E, along said south line, for a distance of 85.99; thence S53°1716'E, along said south line, for a distance of 85.99; thence S50°17'53'E, along said south line, for a distance of 75.24; thence S47°30'28"E, along said south line, for a distance of 75.24; thence S44°43'03"E, along said south line, for a distance of 75.24; thence S41°56'39'E, along said south line, for a distance of 74.79; thence S40°16'42"E, along said south line, for a distance of 70.00; thence S40°46'10'E for a distance of 322.93 feet; thence S39°40'17'E for a distance of 43.86 feet; thence S36°53'02'E for a distance of 67.48 feet; thence S33°30'19'E for a distance of 67.48 feet; thence S30°07'35'E for a distance of 67.48 feet; thence S26°44'52'E for a distance of 67.48 feet; thence S31°22'54'E for a distance of 47.80 feet to a point on a non-tangent curve, concave to the northwest, the center of which bears N31°22'54"W at a distance of 297.50 feet; thence westerly, along the arc of said curve, through a central angle of 9°46'50" for a distance of 50.78 feet; thence S68°23'55"W, tangent to said curve, for a distance of 63.18 feet to the beginning of a curve, concave to the north, the center of which bears N21°36'05"W at a distance of 20.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 87°55'26" for a distance of 30.69 feet; thence S66°19'21"W, radial to said curve, for a distance of 35.00 feet to a point on a non-tangent curve, concave to the southwest, the center of which bears S66°19'21"W at a distance of 982.50 feet; thence southeasterly, along the arc of said curve, through a central angle of 2°26′11″ for a distance of 41.78 feet; thence S67°59′58″W, not tangent to said curve, for a distance of 87.65 feet; thence S59°43′15″W for a distance of 72.63 feet; thence S60°22′58″W for a distance of 74.35 feet; thence S63°49′39″W for a distance of 74.37 feet; thence S66°01′01″W for a distance of 74.37 feet; thenceS68°12'22"W for a distance of 74.37 feet; thence S70°23'43"W for a distance of 49.99 feet to the POINT OF BEGINNING;

LEGEND

•	Found Section Monument as noted									
\otimes	Found Monument as noted									
lacktriangle	Brass Cap to be set at construction									
0	Boundary Corner, to be set									
Bk.	Book									
BCHH	Brass Cap in Hand Hole									
COM	City of Mesa									
Dkt.	Docket									
Esmt.	Easement									
Ex.	Existing									
Fd.	Found									
MCR	Maricopa County Recorder									
Pg.	Page									
PUFE	Public Utilities and Facilities Easement									
R/W	Right-of-Way									
S.F.	Square Feet									
Sq. Ft.	Square Feet									

Vehicular Non-Access Easement

Sight Visibility Easement

State of Arizona

DEDICATION

County of Maricopa

Know all men by these presents: That AVH EM, LLC, an Arizona limited liability company, as owner ("Owner"), does hereby publish this Final Plat of Encore at Eastmark, Parcel 9—4, situated within a portion of the South Half of Section 26, Township 1 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, as shown hereon, and hereby declares that said map sets forth the location and gives the dimensions of the lots, tracts, streets and easements, constituting same, and that each lot, tract and street shall be known by the number, letter and name given to each respectively on said map.

Owner hereby dedicates to the City of Mesa ("City") for use as such the right—of—way for the Streets shown hereon.

Owner hereby grants to the City of Mesa (the City) a non-exclusive easement for the benefit of public utilities and facilities and is located where shown, in, over, under, upon and across the areas designated as public utility and facilities easements (PUFE) as shown hereon for the purpose of installation, construction, maintenance, repair, replacing and utilizing public utilities together with the right to relocate or remove, in whole or part, any encroachment or improvement in the PUFE without compensation to Owner or Encore at Eastmark Homeowners Association, an Arizona non-profit corporation; further, any increase in costs incurred by City due to the need to remove or relocate any such encroachment or improvement for a City project shall be reimbursed by Encore at Eastmark Homeowners Association, an Arizona non-profit corporation to City, and Encore at Eastmark Homeowners Association, an Arizona non-profit corporation shall be responsible for the replacement, if necessary, of any removed encroachment or improvement. Public utilities locating utility facilities in the PUFE shall comply with the codes and regulations of the City, such public utilities shall be and remain responsible for the construction, operation and maintenance and repair of their utility facilities.

It is agreed that AVH EM, LLC or its successors or assigns shall have full use of the easement except for the purposes for which the same is herein conveyed to the City of Mesa, and except for uses which interfere with the enjoyment by AVH EM, LLC of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by AVH EM, LLC, or the successors or assigns of AVH EM, LLC and that grade over any buried facilities shall not be changed by AVH EM, LLC or the successors or assigns of AVH EM, LLC without prior written consent of the City of Mesa, The rights and obligations of the City of Mesa shall be construed broadly and consistent with the performance of its obligation to provide utility service to its customers.

Owner hereby grants to the City of Mesa, a permanent, non-exclusive easement over, across, under and upon all areas designated on this plat as "Vehicular Non-Access Easement" or "VNAE" for purposes of establishing areas within which no vehicular access is permitted.

Owner hereby dedicates to the City of Mesa for use as such Sewer Easement and Water Easement as shown on the Plat and included in the above described premises.

Owner hereby grants to the City of Mesa, a permanent, non-exclusive easement, over the area designated on this plat as "Emergency Access Easement" for the purposes of providing Fire Department vehicles with access for use in an emergency. All other Easements shown hereon are hereby dedicated for the purposes shown.

Drainage Covenants:

The Drainage Easement shown on this plat as Tracts C, D, E and F are hereby reserved as a Drainage Facility and Retention Basin for the inclusive conveyance of drainage and storage of drainage for this subdivision and for the public rights—of—way per the approved improvement plans on file with the City of Mesa, together with the right to ingress and egress to maintain said drainage facility.

The drainage faciliities and retention areas shall be maintained by the Owner, his successors and assigns and shall provide storm water conveyance and storage as private drainage facilities and private retention basins adequate to convey and store drainage from said public rights—of—way per the approved improvement plans on file with the City of Mesa.

The agreements contained herein shall be a covenant running with the land and, upon recording, shall be binding upon an subsequent purchaser or occupier of said parcel; and

This covenant can be enforced or removed by the City of Mesa, who can bring proceedings at law or in equity against the person or persons violating or attempting or threatening to violate any of these covenants, to prevent him or them from so doing, and to recover damages for such violations. Any person or persons of the City of Mesa prosecuting any proceedings at law or in equity hereunder shall have the right to recover, in addition to any damages, a reasonable sum as and for attorney's fees and court costs.

AVH EM, LLC warrants and represents to the City of Mesa that it is the sole owner of the property covered by this plat, and that every lender, easement holder or other person or entity having any interest that is adverse to or inconsistent with the foregoing dedication, or any other real property interest created or transferred by this plat, has consented to or joined in this plat as evidenced by instruments which are recorded with the Maricopa County Recorder's office or which AVH EM, LLC will record not later than the date on which this plat is recorded.

In witness thereof:

AVH EM, LLC, an Arizona limited liability company , as owner, has caused its name to be affixed and have executed this Final Plat by the signature of the undersigned duly authorized this _____ day of

AVH EM, LLC
an Arizona limited liability company

By:
Christopher Cady
Its: Division President

ACKNOWLEDGMENT

State of Arizona

County of Maricopa }

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by Christopher Cady, Division President of AVH EM, LLC, an Arizona limited liability company, for and on behalf thereof

In witness whereof, I hereunto set my hand and official seal.

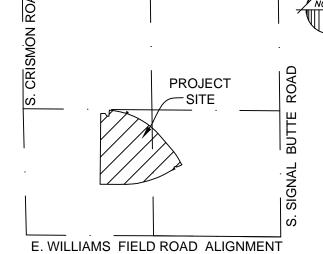
BY: ______ Notary Public Date My Commission Expires: **OWNER**

AVH EM, LLC 8601 North Scottsdale Road, Suite#225 Scottsdale, Arizona 85253

BASIS OF BEARING

GENERAL NOTES

The Basis of bearing is the South line of the Southwest Quarter of Section 26, T.1 S., R.7 E. Assumed Bearing N89°38'41"W



VICINITY MAP

Construction within Utility Easements, except by public agencies and utility companies, shall be limited to utilities, paving and wood, wire or removable section type fencing.

- No structures shall be constructed in or across, nor shall improvements or alterations be made to the drainage facilities that are a part of this development without the written authorization of the
- 3. All utilities shall be installed underground as required by the Arizona Corporation Commission General
- 4. Electrical lines are to be constructed underground as required by the Arizona Corporation Commission general order R-14-2-133.
- 5. Communication lines are to be constructed underground as required by the Arizona Corporation Commission general order R-14-2-133.
- 6. An Avigation easement and release for this Plat has been recorded with the Maricopa County Recorder in Document Number 2011—0432679, dated April 27, 2011. This subdivision is within three (3) miles of Phoenix—Mesa Gateway Airport. Information regarding aircraft operations and airport development is available through the airport administration office.
- 7. The City of Mesa will not be responsible for any special type of surface material such as, but not limited to pavement, concrete, colored stamped pavement or concrete, or bricks, as noted within the project's construction documents. Should removal of the special type of surface material be required by the City of Mesa for Maintenance of the City's facilities such as the City's utility systems, the City will only be required to backfill and provide City of Mesa accepted temporary surface material over the said utility or other area disturbed. Reconstruction of the special type of surface material shall be the responsibility of the homeowners association or the Property Owner(s).
- The City of Mesa is not responsible for and will not accept the maintenance of any private parks, drainage facilities or landscaped areas within the subdivision shown on this plat or landscaping within the Right—of—Way along the roads shown hereon. All tracts shall be privately owned and maintained. Except as expressly set forth in the declaration with regard to maintenance by the association the maintenance of easement premises shown on the plat which lie within the boundaries of a subdivision Lot is the responsibility of the individual Lot owner, and the maintenance of easement premises shown on the plat which lie within the boundaries of a Tract is the responsibility of the Tract owner.
- 9. Public Utility and Facility Easements will be treated like Public Utility Easements when determining who pays relocation costs for the relocation of SRP Facilities in PUFE's on this Final Plat.
- 10. AASHTO guidelines shall be used for roadway design, sight distance design and associated requirements. Other guidelines may be approved at the DUP, Site Plan or subdivision level processes by the City Traffic Engineer.
- 11. Subject to the amended and restated Declaration of Covenants, Conditions, Easements and Restrictions for DMB Mesa Community, recorded as Document No. 2011—0587857, Official Records of Maricopa County, Arizona (the "Community Declaration").
- 12. The use and maintenance of all areas shown on the plat shall be governed by the Encore Declaration of Covenants, Conditions, Easements and Restrictions for "Encore at Eastmark" which shall be recorded in the Official Records of Maricopa County, Arizona.
- 13. This subdivision is located in the City of Mesa water service area and has been designated as having
- 14. This subdivision is subject to the requirements of the Mesa Proving Grounds Community Plan approved on November 3, 2008.
- 15. All Tracts shown on the plat, after the completion of construction of improvements thereon, will be conveyed to the Encore at Eastmark Homeowners Association, an Arizona non—profit corporation, and shall thereafter be owned and maintained by the Encore at Eastmark Homeowners Association.
- 16. Noise attenuation measures are to be incorporated into the design and construction of homes in accordance with the requirements of Section 4.4A of the Community Master Plan.
- 17. In order to comply with the "Arizona Boundary Survey Minimum Standards", Arizona Board of Technical Registration substantive policy statement #12. And City of Mesa subdivision plat staking requirements, the owner and City have agreed that all Boundary and Lot corners will be staked prior to completion of paving improvements, if such corners are set under the supervision of an Arizona Registered Land Surveyor other than the one whose name appears on this plat, a separate Results—of—Survey drawing for these interior corners will need to be recorded.
- 18. Per City of Mesa Subdivision design principles and standards, all side lot lines are radial to curved Right—of—Way lines unless otherwise noted (Section 9—6—3—E.3).
- 19. All curves are tangent, compound or reverse unless noted otherwise.
- 20. Under the Encore Declaration, (I) Owner has granted to the Encore at Eastmark Homeowners
 Association, an Arizona non—profit corporation, an Easement covering the area lying within the "PUFE"
 area within each lot shown on this plat, for purposes of maintenance of the landscaping located
 within such PUFE area, and (II) the Encore at Eastmark Homeowners Association is required to
 maintain the landscaping and associated Irrigation Facilities that are to be installed within such PUFE
 areas.

APPROVALS

, ,	•	and Cit	y Council	of	the	City	of	Mesa,	Arizona,	on	this	day of
,	2015.											

By: ______ Attest: _____ City Clerk

This is to certify that the area platted hereon is approved and lies within the domestic water service area of the City of Mesa, which is designated as having an assured water supply in accordance with ARS 45—576

_____ Date: _____ Date: _____

FINAL PLAT CERTIFICATION

I, Joe Kraft, hereby certify that I am a Registered Land Surveyor in the State of Arizona; that this Plat consisting of 3 sheets represents a survey performed under my supervision during the month March of 2015 that the survey is correct and accurate to the best of my knowledge and belief; that the boundary monuments exist as shown and are sufficient to enable the survey to be retraced; that the control points and lot corners shall be located as shown at time of construction.

Joe Kraft, RLS 48225 EPS Group, Inc. 2045 S. Vineyard Suite 101 Mesa, AZ 85210 145 S. Vineyard Ave, Suite 10 esa, AZ 85210 480.503.2250 | F:480.503.225 w w . e p s g r o u p i n c . c o l

2045 S. Viney Mesa, AZ 852. T:480.503.225 w w w e p s g

stmark - Parcel 9-4

Final Plat

Revisions:

CALL TWO WORKING DAYS

CALL TWO WORKING DAYS
BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

Designer: JK
Drawn by: GM/JK

LAND

LAND

48225

JOE

KRAFT

KRAFT

JOE

KRAFT

Job No. **I 4-324**

Sheet No.

of 3

