

CONTAINS 719030 SQUARE FEET OR 16.507 ACRES, MORE OR LESS

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 VIOLATION. ANY PERSON OR PERSONS OF THE CITY OF MESA PROSECUTING ANY PROCEEDINGS AT LAW OR IN EQUITY HEREUN SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, A REASONABLE SUM AS AND FOR ATTORNEY FEES AND COURT COSTS.

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL 19, 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THE BASIS OF BEARING FOR THIS SURVEY IS N01°00'05"E
FOR THE WEST LINE OF THE NORTHWEST QUARTER OF
SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY.

AREA TABLE	
LOT 1	41,435 SQ. FT.
LOT 2	7,941 SQ. FT.
LOT 3	34,722 SQ. FT.
LOT 4	25,647 SQ. FT.
LOT 5	18,949 SQ. FT.
LOT 6	18,954 SQ. FT.
LOT 7	25,660 SQ. FT.
LOT 8	13,270 SQ. FT.
LOT 9	17,329 SQ. FT.
TRACT A	514,876 SQ. FT.

UTILITIES	
UTILITY	OWNER
WATER	CITY OF MESA
SEWER	CITY OF MESA
GARBAGE SERVICE	CITY OF MESA
GAS	CITY OF MESA
TELEPHONE	CENTURYLINK
ELECTRIC	SALT RIVER PROJECT
CABLE	COX COMMUNICATIONS

NO.					
COMMENT					
DATE					
<p>The seal is circular with "REGISTERED PROFESSIONAL ENGINEER" around the top edge and "ARIZONA - U.S.A." around the bottom edge. In the center, it says "42014 JOSEPH R. DAVIS". A blue ink signature "JRDavis" is written across the seal.</p>					
<p>SUNRISE ENGINEERING</p>					
3152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 • FAX 480.768.8609 www.sunrise-eng.com					
MENTION FINANCIAL & REALTY INVESTMENTS					
MESA FIESTA					
FINAL PLAT					
NO.		DESIGNED		DRAWN	
18		NSJ		KEH	
CHECKED		SHEET NO.			
JRD		1 of 3			

ARTICLE 5 (PORTION OF INSTRUMENT
#93-0355697 DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
GRANT OF EASEMENTS FOR MESA FIESTA

5.1 EACH OWNER SHALL PAY, PRIOR TO DELINQUENCY, ALL TAXES AND ASSESSMENTS ON THE PARCEL OWNED BY IT. IF AN OWNER SHALL FAIL TO PAY SUCH TRUCES AND ASSESSMENTS PRIOR TO DELINQUENCY, DECLARANT MAY PAY SUCH TAXES AND ASSESSMENTS AND BILL THE DELINQUENT OWNER THEREFOR. IF THE DELINQUENT OWNER SHALL NOT PAY SUCH BILL WITHIN FIFTEEN (15) DAYS OF ITS RECEIPT THEREOF, DECLARANT SHALL HAVE A LIEN ON THE PARCEL OF SUCH OWNER FOR THE AMOUNT OF SUCH BILL, WHICH AMOUNT SHALL BEAR INTEREST AT THE DEFAULT RATE FROM THE DATE OF THE ADVANCE BY DECLARANT UNTIL PAID IN FULL. SUCH LIEN MAY BE FORECLOSED BY DECLARANT AS PROVIDED IN ARTICLE VII HEREOF. UNTIL SUCH TIME AS THE PARCELS ARE ASSESSED AS SEPARATE TAX PARCELS, EACH OWNER SHALL PAY OR CAUSE TO BE PAID HIS PROPORTIONATE SHARE OF REAL ESTATE TAXES AND ASSESSMENTS IN THE RATIO THAT THE TOTAL LAND AREA OF SUCH OWNER'S PARCEL BEARS TO THE TOTAL LAND AREA WITHIN THE SHOPPING CENTER. NOTWITHSTANDING THE FOREGOING SENTENCE, IF THE PARCELS OF TWO OR MORE OWNERS CONSTITUTE A SINGLE TAX PARCEL AND THE TAX STATEMENT RELATING THERETO ATTRIBUTES A PORTION OF THE TOTAL TAX DUE THEREUNDER TO LAND AND A PORTION TO IMPROVEMENTS, THEN THE TOTAL TAX DUE THEREUNDER SHALL BE APPORTIONED AMONG, AND PAID BY, THE OWNERS OF THE APPLICABLE PARCELS IN THE FOLLOWING MANNER: (I) THE PORTION OF THE TAX AMOUNT ATTRIBUTABLE TO LAND SHALL BE APPORTIONED AMONG SUCH OWNERS IN THE RATIO THAT THE TOTAL LAND AREA OF EACH OWNER'S PARCEL BEARS TO THE TOTAL LAND AREA WITHIN THE ENTIRE TAX PARCEL; AND (II) THE PORTION OF THE TAX AMOUNT ATTRIBUTABLE TO IMPROVEMENTS SHALL BE APPORTIONED AMONG SUCH OWNERS IN THE RATIO THAT THE TOTAL BUILDING AREA OF EACH OWNER'S PARCEL BEARS TO THE TOTAL BUILDING AREA WITHIN THE ENTIRE TAX PARCEL. AN OWNER (OR THE TENANT OR OCCUPANT OF AN OWNER IF SUCH TENANT OR OCCUPANT HAS THE RIGHT UNDER ITS LEASE OR OCCUPANCY AGREEMENT) SHALL HAVE THE RIGHT, IN GOOD FAITH, TO CONTEST THE AMOUNT OF REAL ESTATE TAXES OR ASSESSMENTS OWING WITH RESPECT TO ITS PARCEL; PROVIDED, HOWEVER, THAT SUCH OWNER (OR TENANT OR OCCUPANT) SHALL TAKE ALL SUCH ACTION AS MAY BE NECESSARY TO PREVENT ANY ASSESSMENT OR TAX LIEN FROM BECOMING DELINQUENT OR BEING FORECLOSED WITH RESPECT THERETO.

5. 2 ANY ASSESSMENT FOR PUBLIC IMPROVEMENTS LEVIED AGAINST THE ENTIRE SHOPPING CENTER, RATHER THAN AGAINST INDIVIDUAL PARCELS, SHALL BE PAID BY ALL OWNERS IN THE RATIO PROVIDED IN SECTION 5.11 HEREOF.

5. 3 EACH OWNER AND EACH GROUND LESSEE SHALL MAINTAIN OR CAUSE TO BE MAINTAINED, IN A SAFE, CLEAN, ATTRACTIVE AND TENANTABLE CONDITION, ALL BUILDINGS LOCATED UPON ITS PARCEL OR PAD SITE, AS THE CASE MAY BE. IF ANY BUILDING OR STRUCTURE WITHIN THE SHOPPING CENTER SHALL BE DAMAGED BY FIRE, UNAVOIDABLE ACCIDENT OR OTHER CASUALTY, THE OWNER OR GROUND LESSEE OF THE AFFECTED PROPERTY SHALL, WITHOUT EXPENSE TO THE OTHER OWNERS AND GROUND LESSEES, CAUSE SUCH DAMAGE TO BE PROMPTLY REPAIRED. IN THE EVENT OF DAMAGE TO OR DESTRUCTION OF THE COMMON AREA, THE OWNER OF THE PARCEL OR THE GROUND LESSEE OF THE PAD SITE ON WHICH SUCH DAMAGED PORTION OF THE COMMON AREA IS LOCATED SHALL RESTORE, REPAIR AND REBUILD THE COMMON AREA TO ITS FORMER CONDITION TO THE EXTENT REASONABLY PRACTICABLE. IF ANY OWNER OR GROUND LESSEE SHALL FAIL TO MAINTAIN ALL BUILDINGS AND STRUCTURES LOCATED UPON ITS PARCEL OR PAD SITE OR SHALL FAIL TO REPAIR DAMAGE OR DESTRUCTION TO THE COMMON AREA IN THE MANNER PROVIDED IN THIS SECTION 5.3, DECLARANT SHALL HAVE THE RIGHT TO GIVE SUCH OWNER OR GROUND LESSEE WRITTEN NOTICE OF SUCH DEFAULT SPECIFYING THE PARTICULARS THEREOF. THE OWNER OR GROUND LESSEE IN DEFAULT SHALL THEN HAVE A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF SUCH NOTICE IN WHICH TO CURE SUCH DEFAULT, OR, IF THE NATURE OF THE DEFAULT IS SUCH THAT IT CANNOT REASONABLY BE CURED WITHIN SUCH THIRTY-DAY PERIOD, SUCH OWNER OR GROUND LESSEE SHALL COMMENCE TO CURE THE DEFAULT WITHIN SUCH THIRTY-DAY PERIOD AND DILIGENTLY PURSUE THE COMPLETION OF SAME. IF THE OWNER OR GROUND LESSEE IN DEFAULT DOES NOT CURE THE DEFAULT WITHIN SUCH THIRTY-DAY PERIOD (OR, IF APPLICABLE, THE OWNER OR GROUND LESSEE IN DEFAULT DOES NOT COMMENCE TO CURE THE DEFAULT WITHIN SUCH THIRTYDAY PERIOD AND DILIGENTLY PURSUE THE COMPLETION OF SAME), DECLARANT MAY CURE THE DEFAULT AND BILL SUCH OWNER OR GROUND LESSEE FOR ALL EXPENSES INCURRED BY DECLARANT IN CONNECTION THEREWITH. IF SUCH OWNER OR GROUND LESSEE DOES NOT REIMBURSE DECLARANT FOR SUCH AMOUNTS WITHIN FIFTEEN (15) DAYS OF ITS RECEIPT OF DECLARANT 'S BILL, DECLARANT SHALL HAVE A LIEN ON THE PARCEL OF SUCH OWNER (OR, IF APPLICABLE, A LIEN ON THE LEASEHOLD INTEREST OF SUCH GROUND LESSEE) FOR THE AINOUNT OF SUCH BILL, WHICH AMOUNT SHALL BEAR INTEREST AT THE DEFAULT RATE AND WHICH LIEN MAY BE FORECLOSED AS PROVIDED ARTICLE VII.

5. 4 EACH OWNER AND EACH GROUND LESSEE SHALL MAINTAIN AND REPAIR, OR CAUSE TO BE MAINTAINED AND REPAIRED, IN A GOOD STATE OF REPAIR AND SAFE CONDITION, ALL SEPARATE UTILITY LINES UTILIZED BY IT REGARDLESS OF WHERE LOCATED. ANY OWNER OR GROUND LESSEE PERFORMING OR CAUSING TO BE PERFORMED SUCH MAINTENANCE OR REPAIR WORK AGREES TO PROMPTLY PAY ALL COATS AND EXPENSES ASSOCIATED THEREWITH, TO DILIGENTLY COMPLETE SUCH WORK AS QUICKLY AS POSSIBLE AND TO PROMPTLY CLEAN THE AREA AND RESTORE THE AFFECTED PORTION OF THE COMMON AREA TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION THAT EXISTED PRIOR TO THE COMMENCEMENT OF SUCH WORK.

5. 5 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 5. 6 AND 5. 7 HEREOF, EACH OWNER AND EACH GROUND LESSEE SHALL OPERATE, MAINTAIN AND REPAIR, OR CAUSE TO BE OPERATED, MAINTAINED AND REPAIRED, THE COMMON AREA ON ITS ARCEL OR PAD SITE IN A SAFE, ATTRACTIVE AND GOOD STATE OF CONDITION AND REPAIR. EACH OWNER AND EACH GROUND LESSEE SHALL MOW AND KEEP LITTER-FREE THE COMMON AREA ON ITS PARCEL OR PAD SITE. THE MINIMUM STANDARD OF MAINTENANCE FOR THE IMPROVED COMMON AREA SHALL BE COMPARABLE TO THE STANDARD OF MAINTENANCE FOLLOWED IN OTHER RETAIL SHOPPING CENTERS OF COMPARABLE SIZE IN THE METROPOLITAN AREA IN WHICH THE SHOPPING CENTER IS LOCATED; PROVIDED, HOWEVER, ALL COMMON AREAS SHALL BE OPERATED AND MAINTAINED IN COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS AND THE PROVISIONS OF THIS DECLARATION. ALL COMMON AREA IMPROVEMENTS SHALL BE REPAIRED OR REPLACED WITH MATERIALS OF A QUALITY WHICH IS AT LEAST EQUAL TO THE QUALITY OF THE MATERIALS BEING REPAIRED OR REPLACED SO AS TO MAINTAIN THE ARCHITECTURAL AND AESTHETIC HARMONY OF THE SHOPPING CENTER AS A WHOLE. THE MAINTENANCE AND REPAIR OBLIGATIONS OF EACH OWNER AND EACH GROUND LESSEE WITH RESPECT TO ITS PARCEL OR PAD SITE SHALL INCLUDE, WITHOUT LIMITATION, THE FOLLOWING:

5. 5 CONTINUED:

(A) RESURFACING OF WALKS;
(B) CLEANING, DISPOSAL OF RUBBISH AND DEBRIS, AND ALL OTHER TASKS NECESSARY TO MAINTAIN THE PARKING AND COMMON AREAS IN A CLEAN, SAFE AND ORDERLY CNDITION;
(C) MAINTENANCE OF ALL CURBS, PARKING DIVIDERS, LANDSCAPE ENCLOSURES, FENCES AND RETAINING WALLS IN GOOD CONDITION AND REPAIR;
(D) PLACING, KEEPING IN REPAIR AND REPLACING ANY NECESSARY AND APPROPRIATE DIRECTIONAL SIGNS, MARKERS AND LINES AND KEEPING IN REPAIR AND REPLACING WHEN NECESSARY SUCH ARTIFICIAL LIGHTING FACILITIES AND LIGHTING FIXTURES AS SHALL BE APPROVED BY DECLARANT;
(E) MAINTENANCE OF ALL LANDSCAPED AREAS, MAKING SUCH REPLACEMENTS OF SHRUBS AND OTHER LANDSCAPING AS IS NECESSARY, AND KEEPING SUCH LANDSCAPED AREAS AT ALL TIMES ADEQUATELY WEEDED, FERTILIZED AND WATERED; AND
(F) ALL OTHER DUTIES OR MATTERS NECESSARY TO OPERATE AND MAINTAIN THE COMMON AREA IN A CONDITION COMPARABLE TO OTHER RETAIL SHOPPING CENTERS OF COMPARABLE SIZE IN THE METROPOLITAN AREA IN WHICH THE SHOPPING CENTER IS LOCATED.

5. 6 DECLARANT SHALL MAINTAIN AND REPAIR, OR CAUSE TO BE MAINTAINED AND REPAIRED, THE FOLLOWING:
(A) THE COMMON UTILITY LIN~S; AND
(BL ANY MONUMENT OR OTHER SIGN (SL CONSTRUCTED BY DECLARANT AT THE SHOPPING CENTER DESIGNATING THE NAME OF THE SHOPPING CENTER.

5.7 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, DECLARANT RESERVES THE RIGHT TO PERFORM THE FOLLOWING OPERATIONS, MAINTENANCE AND REPAIRS WITH RESPECT TO THE COMMON AREA HEREINAFTER SET FORTH IN THIS SECTION 5. 7 WHEN DEEMED NECESSARY BY DECLARANT, IN ITS SOLE AND ABSOLUTE DISCRETION, FOR THE CONVENIENT OPERATION OF THE SHOPPING CENTER OR THE COMMON BENEFIT OF THE OWNERS:
(A) RESURFACING, PAINTING AND STRIPING OF PARKING AREAS AND DRIVES;
(B) KEEPING THE SURFACE OF THE COMMON AREA IN A SMOOTH AND EVENLY COVERED CONDITION WITH THE TYPE OF SURFACING MATERIAL ORIGINALLY INSTALLED OR SUCH SUBSTITUTE AS SHALL, IN ALL RESPECTS, BE EQUAL IN QUALITY, USE AND DURABILITY;
(C) EMERGENCY REPAIRS TO THE COMMON AREA NECESSARY TO PREVENT INJURY OR DAMAGE TO PERSON OR PROPERTY; AND
(D) MAINTAINING AND REPAIRING ANY PERIMETER WALL SURROUNDING THE SHOPPING CENTER.
IN THE EVENT DECLARANT ELECTS T TO PERFORM ANY OF THE OPERATIONS, MAINTENANCE OR REPAIRS SET ORTH IN THIS SECTION 5. 7, DECLARANT SHALL NOTIFY EACH OTHER ER AND GROUND LESSEE THEREOF AND EACH OWNER AND GROUND LESSEE SHALL HEREAFTER BE RESPONSIBLE FOR PERFORMING, AT ITS SOLE COST AND EXPENSE, THE APPLICABLE OPERATION, MAINTENANCE OR REPAIR ON THE PORTION OF THE COMMON AREA LOCATED ON ITS PARCEL OR PAD SITE.

5.8 AS PART OF THE OPERATION OF THE COMMON AREA, DECLARANT MAY, AT ITS SOLE OPTION, OBTAIN AND MAINTAIN FIRE AND EXTENDED (ALL RISK) COVERAGE INSURANCE ON ALL IMPROVEMENTS ON THE COMMON AREA AND GENERAL PUBLIC LIABILITY INSURANCE AND FIRE AND EXTENDED COVERAGE PROPERTY DAMAGE INSURANCE INSURING ALL OWNERS AGAINST ALL CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING IN, UPON, ABOUT OR TO THE COMMON AREA.

5.9 DECLARANT MAY HIRE ITS AFFILIATES OR THIRD PARTIES OR MAY UTILIZE SUCH AGENTS AND INDEPENDENT CONTRACTORS (INCLUDING MANAGEMENT COMPANIES) TO PERFORM ANY OR ALL OF THE DUTIES DECLARANT IS REQUIRED OR ELECTS TO PERFORM PURSUANT TO SECTIONS 5.6, 5.7 AND S.A ABOVE OR ELSEWHERE HEREIN. ALL REASONABLE COSTS AND EXPENSES OF EVERY NATURE AND KIND AS MAY BE ACTUALLY PAID OR INCURRED BY DECLARANT (INCLUDING APPROPRIATE REASONABLE RESERVES) IN OPERATING, MAINTAINING, REPAIRING AND INSURING THE COMMON AREA PURSUANT TO SECTIONS 5.6, 5.7 AND 5.8 OR THE OTHER PROVISIONS HEREOF SHALL BE "COMMON AREA MAINTENANCE EXPENSES".

5 .10 EACH OWNER AND EACH GROUND LESSEE SHALL PAY TO DECLARANT SUCH OWNER'S OR GROUND LESSEE'S PROPORTIONATE SHARE (AS DETERMINED PURSUANT TO SECTION 5.11) OF COMMON AREA MAINTENANCE EXPENSES. DECLARANT SHALL ESTIMATE FOR EACH CALENDAR YEAR THE TOTAL AMOUNT OF COMMON AREA MAINTENANCE EXPENSES TO BE INCURRED DURING SUCH CALENDAR YEAR AND EACH OWNER'S OR GROUND LESSEE'S PRO RATA SHARE THEREOF, SAID ESTIMATE SHALL BE IN WRITING AND SHALL BE MAILED TO EACH OWNER OR GROUND LESSEE AT ITS ADDRESS FOR NOTICES AS SET FORTH HEREIN. EACH OWNER OR GROUND LESSEE SHALL THEREAFTER PAY TO DECLARANT THE AMOUNT OF ITS PRO RATA SHARE OF COMMON AREA MAINTENANCE EXPENSES FOR SUCH CALENDAR YEAR, SO ESTIMATED, IN EQUAL MONTHLY INSTALLMENTS, IN ADVANCE, ON THE FIRST DAY OF EACH MONTH DURING THE APPLICABLE CALENDAR YEAR. IN THE EVENT SAID ESTIMATE IS DELIVERED TO AN OWNER OR GROUND LESSEE AFTER THE FIRST DAY OF JANUARY CF THE APPLICABLE CALENDAR YEAR, SAID AMOUNT, SO ESTIMATED, SHALL BE PAYABLE TO DECLARANT, IN EQUAL MONTHLY INSTALLMENTS, IN ADVANCE, ON THE FIRST DAY OF EACH MONTH OVER THE BALANCE OF SUCH CALENDAR YEAR, WITH THE NUMBER OF INSTALLMENTS BEING EQUAL TO THE NUMBER OF FULL CALENDAR MONTHS REMAINING IN SUCH CALENDAR YEAR. FROM TIME TO TIME DURING ANY CALENDAR YEAR, DECLARANT MAY REESTIMATE THE AMOUNT OF COMMON AREA MAINTENANCE EXPENSES TO BE INCURRED IN SUCH CALENDAR YEAR, AND IN SUCH EVENT, DECLARANT SHALL NOTIFY EACH OWNER AND GROUND LESSEE, IN WRITING, OF SUCH REESTIMATE IN THE MANNER ABOVE SET FORTH AND SHALL FIX MONTHLY

FINAL PLAT
FOR
MESA FIESTA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH,
RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

5 .10 CONTINUED:

INSTALLMENTS FOR THE THEN REMAINING BALANCE OF SUCH CALENDAR YEAR IN AN AMOUNT SUFFICIENT TO PAY THE RE-ESTIMATED AMOUNT OVER THE BALANCE OF SUCH CALENDAR YEAR AFTER GIVING CREDIT FOR PAYMENTS MADE BY EACH OWNER AND GROUND LESSEE ON THE PREVIOUS ESTIMATE. WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER THE END OF EACH CALENDAR YEAA~, DECLARANT SHALL CAUSE ITS ACCOUNTANTS TO DETERMINE THE ACTUAL AMOUNT OF COMMON AREA MAINTENANCE EXPENSES FOR SUCH CALENDAR YEAR AND EACH OWNER'S AND GROUND LESSEE'S PRO RATA SHARE THEREOF, AND DECLARANT SHALL DELIVER A WRITTEN STATEMENT OF THE AMOUNTS THEREOF TO EACH OWNER AND GROUND LESSEE AFTER THE END OF EACH CALENDAR YEAR. IF AN OWNER OR GROUND LESSEF.1 HAS PAID LEES THAN ITS PRO RATA SHARE OF COMMON AREA MAINTENANCE EXPENSES FOR SUCH CALENDAR YEAR, SUCH OWNER OR GROUND LESSEE SHALL PAY THE BALANCE OF ITS PRO RATA SHARE THEREOF WITHIN TEN (10) DAYS AFTER ITS RECEIPT OF SUCH STATEMENT. IF AN OWNER OR GROUND LESAEI HAS PAID MORE THAN ITS PRO RATA SHARE OF COMMON AREA MAINTENANCE EXPENSES FOR SUCH CALENDAR YEAR, DECLARANT SHALL CREDIT SUCH EXCESS AGAINST THE NEXT MONTHLY INSTALLMENT OR INSTALLMENTS DUE FROM SUCH OWNER OR GROUND LESSEE.

5.11 THE PROPORTIONATE SHARE OF COMMON AREA MAINTENANCE EXPENSES OF EACH OWNER OR GROUND LESSEE SHALL EQUAL A FRACTION, THE NUMERATOR OF WHICH IA (I) THE SQUARE FOOTAGE OF THE BUILDING AREA FOR THE PAD SITE (AS SUCH BUILDING AREA IS SHOWN ON THE SITE PLAN) UNTIL SUCH TIME AS THE BUILDING TO BE CONSTRUCTED ON SUCH PAD SITE BY SUCH OWNER OR GROUND LESSEE IS COMPLETED, AND (II) THEREAFTER, THE GROUND FLOOR RENTABLE AREA OF THE BUILDING AND OTHER STRUCTURES CONSTRUCTED ON THE PARCEL (AS REASONABLY CERTIFIED BY DECLARANT'S ARCHITECT) OWNED BY SUCH OWNER OR GROUND LESSEE, AND THE DENOMINATOR OF WHICH IS THE GROUND FLOOR RENTABLE AREA OF THE SHOPPING CENTER (AS REASONABLY CERTIFIED BY DECLARANT' S ARCHITECT), ADJUSTED FROM TIME TO TIME AS NEW BUILDINGS ARE COMPLETED AND READY FOR OPENING IN THE SHOPPING CENTER, BUT IN NO EVENT SHALL THE DENOMINATOR BE LESS THAN 130,000 SQUARE FEET.

5 .12 DECLARANT MAY PROMULGATE REASONABLE RULES AND REGULATIONS OF GENERAL APPLICATION TO ALL OWNERS, PERMITTEES AND OCCUPANTS OF THE SHOPPING CENTER FOR THE SUPERVISION, CONTROL AND USE OF THE COMMON AREA. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL NOT BE LIABLE T.O ANY OWNER, PERMITTEE OR OCCUPANT OF THE SHOPPING CENTER FOR THE FAILURE TO ENFORCE SUCH RULES AND REGULATIONS.

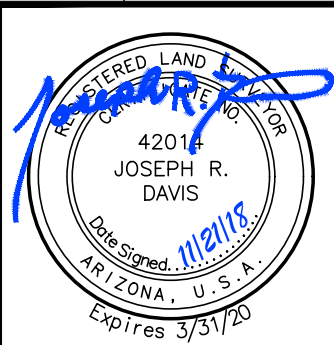
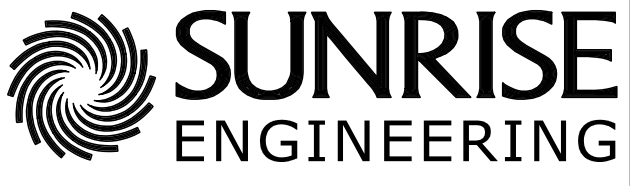
5 .13 IN THE EVENT DECLARANT, IN ITS SOLE AND ABSOLUTE DISCRETION DETERMINES THAT THE OWNER OR GROUND LESSEE OF ANY UNDEVELOPED PARCEL OR PAD SITE HAS FAILED TO CONTROL WEEDS, VEGETATION OR EROSION OR BLOWING OF DEBRIS, DIRT OR SAND, DECLARANT SHALL TAKE SUCH MEASURES AS MAY BE NECESSARY TO CONTROL SAME WITH RESPECT TO THE UNDEVELOPED PARCEL OR PAD SITE AND SHALL BILL THE OWNER OR GROUND LESSEE OF SUCH UNDEVELOPED PARCEL OR PAD SITE FOR DECLARANT'S EXPENSES IN CONNECTION THEREWITH. THE OWNER OR GROUND LESSEE OF SUCH UNDEVELOPED PARCEL OR PAD SITE SHALL PAY THE AMOUNT THEREOF WITHIN THIRTY (30) DAYS AFTER DELIVERY OF SUCH BILL AND, IN THE EVENT SUCH OWNER OR GROUND LESSEE SHALL FAIL TO DO SO, THE AMOUNT THEREOF SHALL BEAR INTEREST THEREAFTER AT THE DEFAULT RATE UNTIL PAID IN FULL.

5.14 ANY PROVISION CONTAINED HEREIN TO THE CONTRARY NOTWTHSTANDING, WITH RESPECT TO ANY SPECIFIC ILLUMINATION OR LIGHTING REQUIREMENT.S REQUESTED BY ANY OWNER ON ALL OR ANY PART OF THE COMMON AREA AFTER THE TIME OF DAY, IF ANY, AT WHICH THE DECLARANT CAUSES THE MAJORITY OF THE COMMON AREA LIGHTING TO BE TURNED OFF, SUCH OWNER SHALL PAY THE FULL COST THEREFOR IN A MANNER DETERMINED TO BE ACCEPTABLE TO DECLARANT IN ITS REASONABLE DISCRETION, AND WITH SUCH AMOUNTS TO BE PAID AT SUCH TIMES AS MAY BE ESTABLISHED BY DECLARANT.

5 .15 EACH OWNER OF A PAD SITE AND EACH GROUND LESSEE SHALL, AT ITS SOLE COST AND EXPENSE, OPERATE, MAINTAIN AND REPAIR, OR CAUSE TO BE OPERATED, MAINTAINED AND REPAIRED, THE COMMON AREA LOCATED ON ITS PAD SITE IN A FIRST-CLASS CONDITION SIMILAR

GENERAL NOTES

1. THE CITY OF MESA IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS PROJECT.
2. CONSTRUCTION WITHIN EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
3. UTILITY LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R. (42)33.
4. PUBLIC UTILITY AND FACILITY EASEMENT (PUFE) WILL BE TREATED LIKE PUBLIC UTILITY EASEMENTS WHEN DETERMINING WHO PAYS RELOCATION COSTS OF SRP FACILITIES IN PUFE'S ON THIS PLAT.
5. PUBLIC UTILITY AND FACILITY EASEMENTS WILL BE TREATED LIKE PUBLIC UTILITY EASEMENTS WHEN DETERMINING WHO PAYS RELOCATION COSTS FOR THE RELOCATION OF SRP AND SOUTHWEST GAS FACILITIES IN PUFES ON THIS PLAT. THE DEFINITION OF PUBLIC EASEMENT IN M.C.C. § 9-1-1 INCLUDES THE PUFES ON THIS PLAT, THE TERM "PUBLIC EASEMENT" IN M.C.C. § 9-1-5(A) INCLUDES PUFES, AND PUFES ON THIS PLAT ARE SUBJECT TO M.C.C. § 9-1-5(A).
6. AN AVIGATION EASEMENT AND RELEASE FOR THIS PLAT IS RECORDED WITH MARICOPA COUNTY RECORDER. THIS SUBDIVISION IS WITHIN 5 MILES OF WILLIAMS GATEWAY AIRPORT. INFORMATION REGARDING AIRCRAFT OPERATIONS AND AIRPORT DEVELOPMENT IS AVAILABLE THROUGH THE AIRPORT ADMINISTRATION OFFICE.
7. THESE PROPERTIES, DUE TO THEIR PROXIMITY TO PHOENIX-MESA GATEWAY AIRPORT, ARE LIKELY TO EXPERIENCE AIRCRAFT OVERFLIGHTS, WHICH COULD GENERATE NOISE LEVELS THAT MAY BE OF CONCERN TO SOME INDIVIDUALS.
8. NOISE ATTENUATION MEASURES ARE TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE BUILDINGS TO ACHIEVE A NOISE LEVEL REDUCTION OF 25 DB.

REV NO.	COMMENT	DATE			
		 SUNRISE ENGINEERING 2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 • FAX 480.768.8609 www.sunrise-eng.com			
DIMENSION FINANCIAL & REALTY INVESTMENTS					
MESA FIESTA FINAL PLAT					
SEI NO. 06318	DESIGNED NSJ	DRAWN KEH	CHECKED JRD	SHEET NO. 2 of 3	

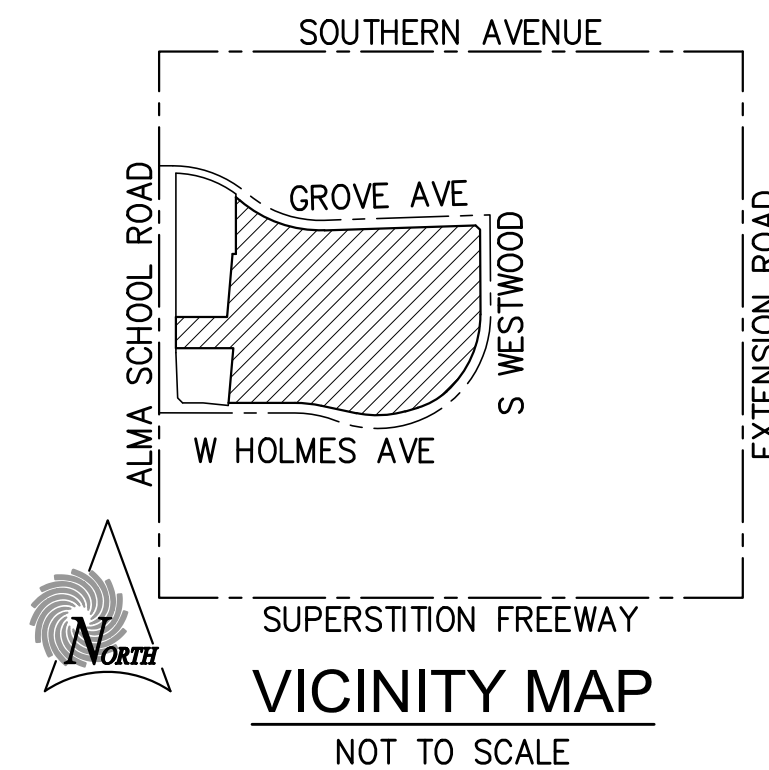
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FINAL PLAT

FOR

MESA FIESTA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH,
RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA



CURVE TABLE			
NO.	RADIUS	LENGTH	DELTA
C1	450.00'	318.95'	40°36'36"
C2	450.00'	333.79'	42°29'58"
C3	450.00'	247.20'	31°28'30"
C4	450.00'	629.20'	80°06'42"
C5	450.00'	167.00'	21°15'46"

CURVE TABLE			
NO.	RADIUS	LENGTH	DELTA
C6	410.00'	21.73'	3°02'12"
C7	490.00'	363.46'	42°29'58"
C8	410.00'	344.33'	48°07'07"
C9	292.50'	133.34'	26°07'12"
C10	398.00'	194.55'	28°00'26"

CURVE TABLE			
NO.	RADIUS	LENGTH	DELTA
C11	490.00'	106.62'	12°28'02"
C12	409.60'	169.52'	23°42'47"
C13	410.00'	174.81'	24°25'44"

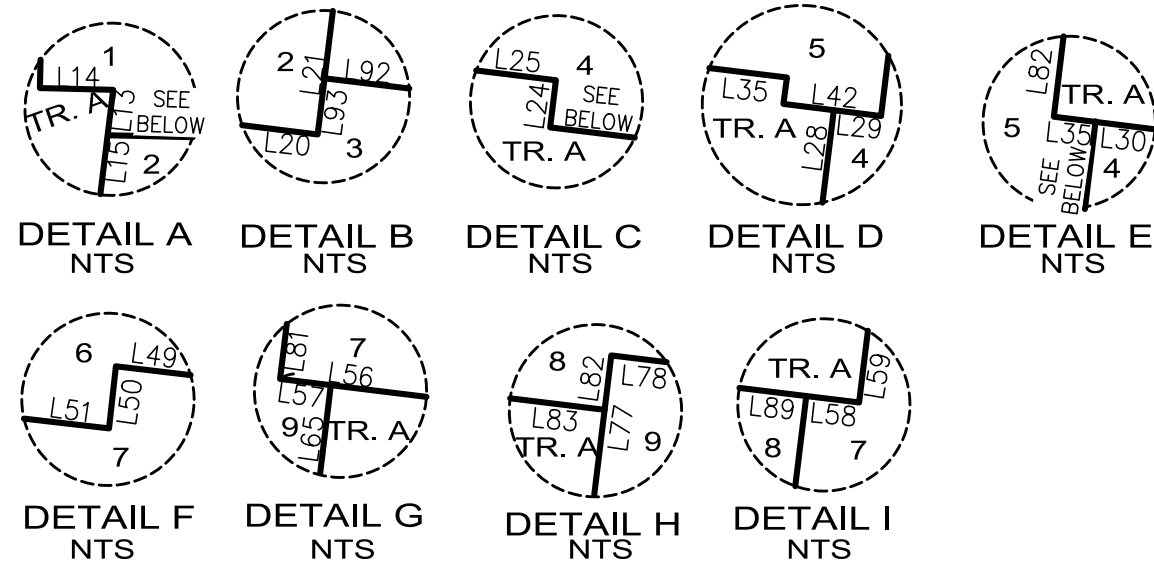
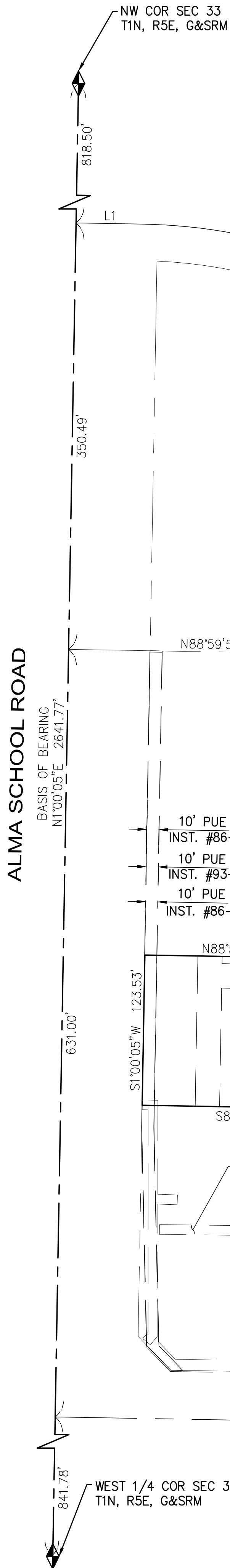
LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°59'55"E	54.99'
L2	N88°59'55"W	13.02'
L3	N45°06'03"W	24.35'
L4	N74°54'14"E	51.73'

LINE TABLE		
NO.	BEARING	LENGTH
L5	N88°41'09"W	2.73'
L6	S1°23'00"W	83.61'
L7	N88°54'40"W	26.73'
L8	N1°22'28"E	51.69'
L9	N88°33'21"W	39.84'
L10	N1°00'19"E	8.25'
L11	N88°19'54"W	76.15'
L12	N88°39'19"W	74.69'
L13	N6°56'20"E	0.33'
L14	N88°39'29"W	3.21'
L15	S6°56'20"W	30.75'
L16	S85°00'39"E	4.02'
L17	S7°03'19"W	41.54'
L18	N82°38'44"W	4.02'
L19	S7°16'52"W	30.56'
L20	S82°58'59"E	64.69'
L21	N7°03'31"E	110.06'
L22	N6°56'46"E	35.23'
L23	N82°59'15"W	25.19'
L24	N7°03'50"E	1.01'
L25	N82°56'51"W	44.88'
L26	N7°14'01"E	14.47'
L27	S82°52'52"E	44.84'
L28	N7°03'50"E	24.58'
L29	S82°52'13"E	0.35'
L30	S82°51'57"E	41.69'
L31	S7°03'22"W	7.32'
L32	S83°05'14"E	41.47'
L33	N6°15'08"E	7.30'
L34	S83°01'07"E	41.89'
L35	N82°51'57"W	0.42'
L36	S6°56'34"W	14.84'

LINE TABLE		
NO.	BEARING	LENGTH
L37	S82°56'43"E	38.97'
L38	N7°25'06"E	3.98'
L39	S82°59'28"E	41.31'
L40	S8°24'13"W	3.93'
L41	S83°02'24"E	39.41'
L42	N82°53'17"W	15.41'
L43	N7°15'12"E	0.82'
L44	N83°06'30"W	44.88'
L45	N6°35'10"E	19.19'
L46	N83°01'57"W	59.71'
L47	S83°01'57"E	49.76'
L48	N6°30'03"E	19.46'
L49	S83°10'21"E	45.06'
L50	N6°21'23"E	0.42'
L51	S83°24'57"E	15.43'
L52	N83°04'03"W	110.08'
L53	S6°10'41"W	14.74'
L54	N82°37'41"W	44.95'
L55	S6°59'41"W	11.20'
L56	N82°58'58"W	125.41'
L57	N82°58'58"W	0.41'
L58	S82°56'42"E	0.56'
L59	N7°03'18"E	10.09'
L60	S82°56'45"E	41.35'
L61	S7°12'46"W	3.94'
L62	S82°56'38"E	41.37'
L63	N7°59'02"E	3.97'
L64	S83°03'37"E	41.73'
L65	S6°55'30"W	16.06'
L66	S82°59'01"E	50.91'
L67	S7°53'00"W	13.43'
L68	N83°03'41"W	50.69'

LINE TABLE		
NO.	BEARING	LENGTH
L69	S6°55'30"W	40.39'
L70	N83°09'54"W	75.94'
L71	N7°14'06"E	9.47'
L72	N82°43'56"W	36.91'
L73	N6°44'14"E	37.21'
L74	N83°02'41"W	9.76'
L75	N6°58'31"E	76.36'
L76	S83°04'47"E	9.92'
L77	N7°01'12"E	13.84'
L78	S83°04'06"E	49.93'
L79	N6°36'26"E	12.87'
L80	S83°07'32"E	62.31'
L81	S6°51'38"W	80.06'
L82	S7°01'12"W	0.29'
L83	S83°31'01"E	9.96'
L84	S7°01'08"W	75.82'
L85	N82°44'16"W	10.52'
L86	S6°57'55"W	36.97'
L87	N83°06'36"W	36.97'
L88	S6°56'15"W	9.88'
L89	N83°01'37"W	74.66'
L90	S7°00'57"W	109.29'
L91	S82°58'52"E	74.38'
L92	N83°02'42"W	112.05'
L93	S7°03'31"W	0.35'
L94	N47°10'16"E	23.94'
L95	S6°55'22"E	27.46'
L96	N27°18'41"W	66.19'
L97	S1°00'05"W	40.65'

ALMA SCHOOL ROAD



TRACT A

FACILITIES EASEMENT
INST. #93-0682867 MCR
WIDTH VARIES

TRACT A

TRACT A

TRACT A

TRACT A

TRACT A

TRACT A

TRACT A

TRACT A

TRACT A

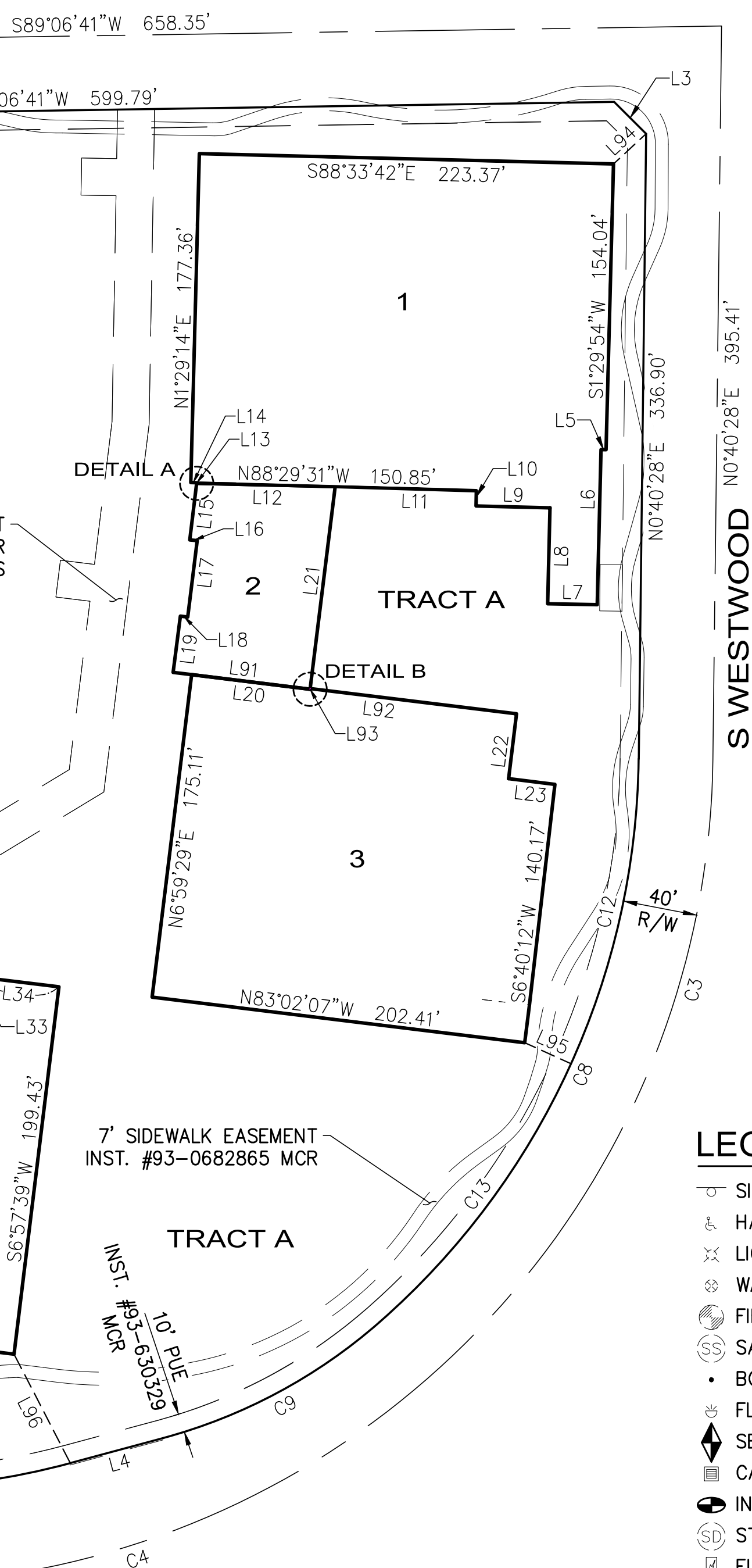
TRACT A

TRACT A

TRACT A

TRACT A

TRACT A



LEGEND

- SIGN
- HANDICAP
- LIGHT POLE
- WATER METER
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- BOLLARD
- FLOOD LIGHT
- SECTION MONUMENT
- CATCH BASIN
- INTERSECTION MONUMENT
- STORM DRAIN MANHOLE
- ELECTRIC JUNCTION BOX
- WATER METER
- CHECK VALVE
- ELECTRIC TRANSFORMER
- FIRE DEPARTMENT CONNECTOR
- GAS VALVE
- TELEPHONE MANHOLE
- CABLE TELEVISION RISER
- AIR RELEASE VALVE
- PALM
- TREE
- CLEAN OUT
- TELEPHONE RISER
- PROPERTY CORNER
- CHISELED "X"
- IRRIGATION VALVE

REV. NO.

COMMENT

DATE

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JOSEPH R. DAVIS

REGISTERED PROFESSIONAL ENGINEER

ARIZONA, U.S.A.

Exp. Res. 3/31/20

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2152 SOUTH VINEYARD, SUITE 123

MESA, ARIZONA 85210

TEL 480.768.8600 • FAX 480.768.8609

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