## 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

#### PARENT PARCEL LEGAL DESCRIPTION

THAT PORTION OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WEST GROVE AVENUE AND SOUTH WESTWOOD AS MARKED BY A BRASS CAP IN A HAND HOLE, FROM WHICH A BRASS CAP IN A HAND HOLE MARKING THE POINT OF CURVATURE OF THE MONUMENT LINE WEST OF SAID INTERSECTION BEARS SOUTH 89°03'48" WEST, A DISTANCE OF 658.37 FEET;

THENCE SOUTH 89°03'48" WEST, A DISTANCE OF 658.37 FEET TO SAID BRASS CAP IN A HAND HOLE MARKING THE POINT OF CURVATURE OF THE MONUMENT LINE;

THENCE SOUTH 00°56'12" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND THE SOUTHERLY RIGHT OF WAY LINE OF WEST GROVE AVENUE;

THENCE NORTH 89°03'48" EAST, A DISTANCE OF 600.28 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST GROVE AVENUE;

THENCE SOUTH 45°09'50" EAST, A DISTANCE OF 23.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH WESTWOOD;

THENCE SOUTH 00°36'32" WEST, A DISTANCE OF 337.27 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 410.00 FEET, AND A DELTA OF 31°27'39" AND A CHORD THAT BEARS SOUTH 16°21'34" WEST, A DISTANCE OF 222.31

THENCE ALONG SAID CURVE A DISTANCE OF 225.13 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 410.00 FEET, AND A DELTA OF 16°45'49" AND A CHORD THAT BEARS SOUTH 40°27'20" WEST, A DISTANCE OF 119.53

THENCE ALONG SAID CURVE A DISTANCE OF 119.96 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 292.50 FEET, AND A DELTA OF 25°55'35" AND A CHORD THAT BEARS SOUTH 61°49'34" WEST, A DISTANCE OF 131.23

THENCE ALONG SAID CURVE A DISTANCE OF 132.36 FEET;

THENCE SOUTH 74°53'37" WEST, A DISTANCE OF 51.73 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 398.00 FEET, AND A DELTA OF 28°00'23" AND A CHORD THAT BEARS SOUTH 88°49'13" WEST, A DISTANCE OF 192.61 FFFT:

THENCE ALONG SAID CURVE A DISTANCE OF 194.54 FEET;

THENCE NORTH 77°08'00" WEST, A DISTANCE OF 142.61 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, AND A DELTA OF 12°21'30" AND A CHORD THAT BEARS NORTH 82°48'42" WEST, A DISTANCE OF 105.49 FEET:

THENCE ALONG SAID CURVE A DISTANCE OF 105.69 FEET;

THENCE NORTH 89°02'58" WEST, A DISTANCE OF 263.78 FEET;

THENCE NORTH 05°56'12" EAST, A DISTANCE OF 218.01 FEET;

THENCE NORTH 89°00'32" WEST, A DISTANCE OF 227.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ALMA SCHOOL ROAD;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF ALMA SCHOOL ROAD, NORTH 00°57'01" EAST, A DISTANCE OF 123.54 FEET;

THENCE SOUTH 89°00'29" EAST, A DISTANCE OF 203.15 FEET;

THENCE NORTH 05°56'53" EAST, A DISTANCE OF 250.99 FEET;

THENCE SOUTH 89°00'03" EAST, A DISTANCE OF 12.98 FEET;

THENCE NORTH 00°55'53" EAST, A DISTANCE OF 225.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 410.00 FEET, AND A DELTA OF 03°01'59" AND A CHORD THAT BEARS SOUTH 49°58'54" EAST, A DISTANCE OF 21.70 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 21.70 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 42°30'29" AND A CHORD THAT BEARS SOUTH 69°43'09" EAST 355.25 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 363.53 FEET TO THE POINT OF BEGINNING.

CONTAINS 719030 SQUARE FEET OR 16.507 ACRES, MORE OR LESS.

#### **DEDICATION**

STATE OF ARIZONA )
) SS.
COUNTY OF MARICOPA )

THAT HV & CANAL, LLC, AS OWNER OF A PART OF LOTS 1 & 2 OF KENT COMMERCIAL PARK UNIT TWO, A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 220 OF MAPS, PAGE 33 IN THE RECORDS OF MARICOPA COUNTY, ARIZONA, SAID LOTS BEING MARICOPA COUNTY TAX PARCELS 134-23-029B AND 134-23-028B TOGETHER BEING MESA FIESTA SUBDIVISION AS SHOWN HEREON. THIS PLAT AS SHOWN AND HEREBY PUBLISHED DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE BOUNDARIES OF EACH OF THE LOTS 1 THROUGH 9 AND THE LOCATION AND THE DIMENSIONS OF THE BOUNDARIES OF EACH LOT WHICH SHALL BE KNOWN BY ITS IDENTIFYING NUMBER, AS WELL AS THE LOCATION AND DIMENSIONS OF THE COMMON AREA RESPECTIVELY.

HV & CANAL, LLC. AS OWNER HEREBY GRANTS TO THE CITY OF MESA A NON-EXCLUSIVE EASEMENT IN, OVER, UNDER, UPON AND ACROSS TRACT A SHOWN HEREON FOR MAINTENANCE OF WATER MAINS UP TO THE INDIVIDUAL WATER METERS. INGRESS AND EGRESS FOR EMERGENCY SERVICE VEHICLES, TRASH SERVICE VEHICLES.

HV & CANAL, LLC. HEREBY DEDICATES AND CONVEYS TO THE CITY OF MESA, IN FEE, ALL REAL PROPERTY DESIGNATED ON THIS PLAT AS "RIGHT-OF-WAY" OR "R/W" FOR USE AS PUBLIC RIGHT-OF-WAY.

WITHOUT ANY LIMITING MANNER THE DEDICATIONS AND RIGHTS CREATED IN FAVOR OF THE CITY OF MESA, ARIZONA BY THIS FINAL PLAT, THE COSTS OF PUBLIC INFRASTRUCTURE CONSTRUCTED OR INSTALLED IN THE RIGHTS OF WAY OR PUBLIC EASEMENTS ESTABLISHED BY THIS FINAL PLAT MAY BE FINANCED WITH, AND THE DEVELOPER REIMBURSED BY, THE PROCEEDS OF BONDS ISSUED BY A COMMUNITY FACILITIES DISTRICT, IN ACCORDANCE WITH THE TERMS OF DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT.

EACH OF THE OWNERS, AS TO THE PORTION OF THE PROPERTY OWNED BY THAT OWNER, HEREBY DEDICATES TO THE CITY OF MESA FOR USE AS SUCH THE VEHICULAR NON-ACCESS EASEMENTS AND PUBLIC UTILITY AND FACILITY EASEMENTS, AS SHOWN ON THE SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. THE DEDICATION OF REAL PROPERTY MARKED AS STREETS ON THIS PLAT IS A DEDICATION TO THE CITY OF MESA, IN FEE, FOR THE CITY'S USE AS PUBLIC RIGHT-OF-WAY. THE DEDICATION OF REAL PROPERTY MARKED AS PUBLIC UTILITY AND FACILITIES EASEMENTS IS A DEDICATION OF A PUBLIC UTILITY AND FACILITIES EASEMENT TO THE CITY, WITH SUCH DEDICATION INCLUDING THE FOLLOWING USES: TO CONSTRUCT, INSTALL, ACCESS, MAINTAIN, REPAIR, RECONSTRUCT, REPLACE, REMOVE, UTILITIES AND FACILITIES (INCLUDING, BUT NOT LIMITED TO, WATER, WASTEWATER, GAS, ELECTRIC, STORM WATER, PIPES, CONDUIT, CABLES, AND SWITCHING EQUIPMENT), CONDUCTORS, CABLES, FIBER OPTICS, COMMUNICATION AND SIGNAL LINES, TRANSFORMERS, VAULTS, MANHOLES, CONDUITS, PIPES AND CABLES, FIRE HYDRANTS, STREET LIGHTS, STREET PAVEMENT, CURBS, GUTTERS, SIDEWALKS, TRAFFIC SIGNALS, EQUIPMENT AND SIGNS, PUBLIC TRANSIT FACILITIES, SHELTERS AND IMPROVEMENTS, LANDSCAPING, STORM DRAINAGE, WATER RETENTION AND DETENTION, FLOOD CONTROL, AND ALL APPURTENANCES TO ALL OF THE FOREGOING, AND ALL SIMILAR AND RELATED PURPOSES TO THE FOREGOING, TOGETHER WITH THE RIGHT TO ALTER GROUND LEVEL BY CUT OR FILL (PROVIDED THAT GROUND LEVEL SHALL NOT BE ALTERED IN A MANNER THAT CONFLICTS WITH THE OPERATION, MAINTENANCE, OR REPAIR OF EXISTING UTILITY OR PUBLIC IMPROVEMENTS) AND THE UNRESTRICTED RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO, FROM, AND ACROSS THE EASEMENT PROPERTY. ADDITIONALLY, THE CITY IS AUTHORIZED TO PERMIT OTHERS TO USE THE PUBLIC UTILITY AND FACILITY EASEMENT PROPERTY FOR ALL USES AND FACILITIES ALLOWED HEREIN. ALL OTHER EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN. UNLESS APPROVED OTHERWISE BY THE CITY OF MESA, ALL EASEMENTS CREATED BY THIS PLAT ARE PERPETUAL AND NONEXCLUSIVE EASEMENTS.

IT IS AGREED THAT HV & CANAL, LLC. OR ITS SUCCESSORS OR ASSIGNS SHALL HAVE FULL USE OF THE EASEMENT EXCEPT FOR THE PURPOSE FOR WHICH THE SAME IS HEREIN CONVEYED TO THE CITY OF MESA, 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 HV & CANAL, LLC. OR THE SUCCESSORS OR ASSIGNS OF HV & CANAL, LLC. AND THAT THE GRADE OVER ANY BURIED FACILITIES SHALL NOT BE CHANGED BY HV & CANAL, LLC. OR THE SUCCESSORS OR ASSIGNS OF HV & CANAL, 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 OBLIGATIONS TO PROVIDE UTILITY SERVICE TO ITS CUSTOMERS.

HV & CANAL, LLC. HEREBY GRANTS TO THE CITY OF MESA A PERMANENT, NON-EXCLUSIVE EASEMENT OVER, ACROSS, UNDER AND UPON ALL AREAS DESIGNATED ON THIS PLAT AS "SIGHT VISIBILITY EASEMENT" OR "SVE" FOR PURPOSES OF ESTABLISHING AREAS WITHIN WHICH NO LANDSCAPING OTHER THAN GROUND COVER, FLOWERS AND GRANITE LESS THAN 2-FEET (MATURE) IN HEIGHT, AND/OR TREES WITH BRANCHES NOT LESS THAN 8-FEET ABOVE GROUND, WHICH TREES, IF ANY, MUST BE SPACED NOT LESS THAN 8 FEET APART.

HV & CANAL 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.

DRAINAGE COVENANTS:

THE DRAINAGE EASEMENT SHOWN ON THIS PLAT AS TRACT "A" IS 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 FACILITIES 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 ANY 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.

#### **DEDICATION CONTINUED**

HV & CANAL, 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 HV & CANAL, LLC. WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

IN WITNESS WHEREOF:

HV & CANAL, LLC., AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THIS \_\_\_\_ DAY OF . 2018.

HV & CANAL, LLC.

BY: DIMENSION FINANCIAL & REALTY INVESTMENT, INC., MANAGER BY: JERRY TOKOPH, PRESIDENT

#### **ASSURED WATER SUPPLY**

THIS IS TO CERTIFY 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 A.R.S. 45-576.

DATE: \_\_\_\_\_

#### **APPROVALS**

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MESA, ARIZONA, ON THE \_\_\_\_\_\_, 2018.

\_\_\_\_\_ ATTEST: \_\_\_\_\_\_ CLERK

#### ACKNOWLEDGMENT

STATE OF ARIZONA )

COUNTY OF MARICOPA )

NOTARY PUBLIC, APPEARED JERRY TOKOPH WHO ACKNOWLEDGED HIMSELF TO BE A PRESIDENT OF DIMENSION FINANCIAL & REALTY INVESTMENTS, INC. AS MANAGER OF HV & CANAL, LLC A DELAWARE LIMITED LIABILITY COMPANY AND THAT HE EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018, BEFORE ME, THE UNDERSIGNED

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

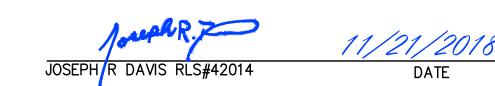
MY COMMISSION EXPIRES: \_\_\_\_\_\_

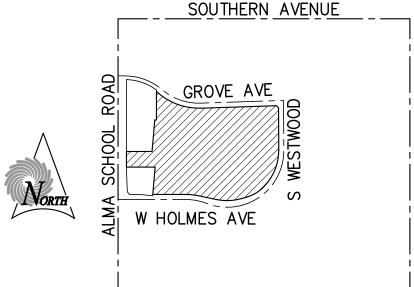
BY: \_\_\_\_\_

NOTARY PUBLIC DATE

#### SURVEYOR'S CERTIFICATION

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.





SUPERSTITION FREEWAY

### VICINITY MAP NOT TO SCALE

#### OWNER / APPLICANT

HV & CANAL, LLC BY DIMENSION FINANCIAL REALTY INVESTMENTS, INC., MANAGER 2920 E CAMELBACK ROAD, SUITE 200 PHOENIX, AZ 85016 CONTACT: RAY VAN CLEAVE PHONE: (602) 393-4440

### ENGINEER

SUNRISE ENGINEERING, INC. 2152 VINEYARD, SUITE 123 MESA, AZ 85210 PHONE: (480) 768-8600

#### PROJECT DATA

CURRENT ZONING: C-2
NET AREA: 16.51 NET ACRES
TOTAL LOTS: 9
OPEN SPACE: 4.48 ACRES (27.1%)
PARKING SPACES: 908 REGULAR & 18 HANDICAP

#### BENCHMARK

BRASS TAG IN TOP OF CURB AT SOUTHEAST CORNER OF ELLSWORTH ROAD AND GUADALUPE ROAD ELEV=1424.57 (COM DATUM, NAVD88)

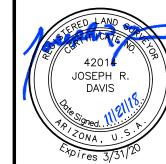
#### BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NO1°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					

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TEL 480.768.8600 • FAX 480.768.8609

DIMENSION FINANCIAL & REALTY INVESTMENTS

MESA, ARIZONA 85210

MESA FIESTA FINAL PLAT

SEI NO. DESIGNED DRAWN CHECKED SHEET NO.
06318 NSJ KEH 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 PARCEL 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:

## 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. 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 CONDITION;

(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 SHA1L 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 EGUAL 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

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 YEA~. 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.! 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 LESAEE 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.

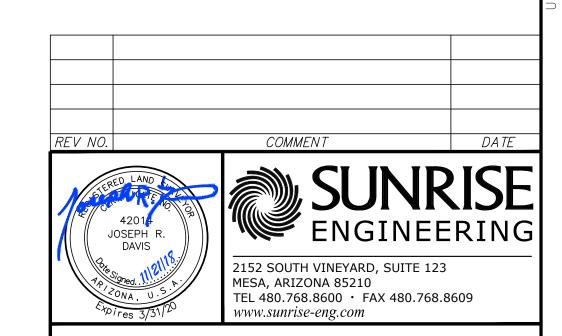
5 .13 IN THE EVENT DECLARANT, IN ITS SOLE AND ABSOLUTE DISCRETION DETERMINES THAT THE OWNER OR GROUND LESSEE OF ANY UNDEVELOPED PARCEL OR PAD SITE HAS FAILED TO CONTROL WEEDS, VEGETATION OR EROSION OR BLOWING OF DEBRIS, DIRT OR SAND, DECLARANT SHALL TAKE SUCH MEASURES AS MAY BE NECESSARY TO CONTROL SAME 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 NOTWITHSTANDING, WITH RESPECT TO ANY SPECIFIC ILLUMINATION OR LIGHTING REGUIREMENT.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 OECLARANT.

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.



DIMENSION FINANCIAL & REALTY INVESTMENTS

MESA FIESTA FINAL PLAT

SEI NO. DESIGNED DRAWN CHECKED SHEET NO.

