

18-106

Feb. 28, 2019 3:07pm Q:\Projects\2018\18-106\Legal_Survey\Drawings\Phase 2_Final Plats\18-106_Ph. 2 - Pl. N Plat_Anno.dwg

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "PARCEL N", A RE-PLAT OF PARCEL N OF CADENCE AT GATEWAY PHASE 2, BOOK _____, PAGE _____, MARICOPA COUNTY RECORDS, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, 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 EACH OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, LOTS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, OR LETTER GIVEN TO IT RESPECTIVELY.

PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP 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 RIGHT-OF-WAY.

PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, 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. ALL OTHER EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN. CONSTRUCTION WITHIN EASEMENTS, EXCEPT BY PUBLIC AGENCIES, SHALL BE LIMITED TO UTILITIES, UNLESS APPROVED OTHERWISE BY THE CITY OF MESA, AND INDICATED HEREON, ALL EASEMENTS CREATED BY THIS PLAT ARE PERPETUAL AND NON-EXCLUSIVE EASEMENTS.

IT IS AGREED THAT PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP OR ITS SUCCESSORS OR ASSIGNS SHALL HAVE FULL USE OF THE EASEMENT PREMISES EXCEPT FOR THE PURPOSES 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, OR ANY PART OF SAME SHALL BE CONSTRUCTED, INSTALLED OR PLACED ON OR OVER SAID EASEMENT OR ANY PART THEREOF BY PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP OR THE SUCCESSORS OR ASSIGNS OF PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP AND THAT THE GRADE OVER ANY BURIED FACILITIES SHALL NOT BE CHANGED BY PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP OR THE SUCCESSORS OR ASSIGNS OF PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP 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.

PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP 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 3-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.

PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP HEREBY GRANTS TO THE CITY OF MESA A PERMANENT, NON-EXCLUSIVE EASEMENT OVER, 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.

PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP HEREBY GRANTS TO THE CITY OF MESA A PERMANENT, NON-EXCLUSIVE EASEMENT OVER, UNDER, AND UPON ALL AREAS DESIGNATED ON THIS PLAT AS "PARKWAY EASEMENT" OR "PKWY ESMT" OR "PKWY" FOR PURPOSES OF ESTABLISHING AREAS FOR USE 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, CONDUCTORS, PIPES AND CABLES, FIRE HYDRANTS, STREET LIGHTS, STREET PAVEMENT, CURBS, CUTTERS, 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 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 EASEMENT PROPERTY FOR ALL USES AND FACILITIES ALLOWED HEREIN UNLESS APPROVED OTHERWISE BY THE CITY OF MESA. NEITHER PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP OR ITS SUCCESSORS AND ASSIGNS WILL GRANT AN EASEMENT TO ANY OTHER PERSON OR ENTITY OVER, UNDER OR UPON ANY AREAS DESIGNATED ON THIS PLAT AS PARKWAY EASEMENT. PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP RETAINS THE RIGHT TO INSTALL AND MAINTAIN LANDSCAPING WITHIN THE EASEMENT PROPERTY IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH THE RIGHTS OF THE CITY PROVIDED THAT GRANTOR'S USE OF THE EASEMENT PROPERTY SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CITY OF MESA CODES AND ORDINANCES AS MAY BE AMENDED FROM TIME TO TIME.

TRACTS "A" THROUGH "J", INCLUSIVE, ARE HEREBY DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT TABLE PROVIDED HEREIN. SAID TRACTS SHALL BE OWNED AND MAINTAINED BY THE CADENCE HOMEOWNERS ASSOCIATION.

DRAINAGE COVENANTS:

THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT AS TRACTS "A" AND "D" ARE HEREBY RESERVED AS DRAINAGE FACILITIES AND RETENTION BASINS FOR THE INCLUSIVE CONVEYANCE OR DRAINAGE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FOR THE PUBLIC RIGHT-OF-WAY PER THE IMPROVEMENT PLANS ON FILE WITH THE CITY OF MESA, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO MAINTAIN SAID DRAINAGE FACILITY.

THE DRAINAGE FACILITIES AND RETENTION AREAS SHALL BE MAINTAINED BY PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP OR ITS 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 TO OR THREATENING TO VIOLATE ANY OF THESE COVENANTS, TO PREVENT HIM OR THEM FROM SO DOING, AND TO RECOVER DAMAGES AT LAW OR IN EQUITY HEREUNDER SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, A REASONABLE SUM AS AND FOR ATTORNEYS' FEES AND COURT COSTS.

PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP 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 PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

IN WITNESS WHEREOF: PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, 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 _____, 2019.

PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019, BY _____ OF PPGN - RAY, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

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

BY: _____ NOTARY PUBLIC DATE _____
MY COMMISSION EXPIRES: _____

FINAL PLAT "Parcel N"

A RE-PLAT OF PARCEL N OF CADENCE AT GATEWAY PHASE 2, BOOK _____, PAGE _____, MARICOPA COUNTY RECORDS, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" MARICOPA COUNTY BRASS CAP AT THE SOUTHEAST CORNER OF SAID SECTION 27, FROM WHICH A 2 1/2" GLO BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 27, BEARS NORTH 1 DEGREES 25 MINUTES 54 SECONDS WEST (AN ASSUMED BEARING) AT A DISTANCE OF 2,632.40 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, 868.72 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 43 SECONDS WEST, 34.21 FEET TO THE POINT OF BEGINNING;

BEGINNING ON A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 18 DEGREES 06 MINUTES 54 SECONDS EAST A DISTANCE OF 1861.15 FEET; THENCE SOUTHWESTERLY 20.33 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0 DEGREES 37 MINUTES 33 SECONDS; THENCE SOUTH 71 DEGREES 15 MINUTES 33 SECONDS WEST, 131.23 FEET; THENCE SOUTH 63 DEGREES 49 MINUTES 21 SECONDS WEST, 125.85 FEET; THENCE NORTH 80 DEGREES 12 MINUTES 55 SECONDS WEST, 39.16 FEET; THENCE NORTH 41 DEGREES 45 MINUTES 30 SECONDS WEST, 1038.15 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 43 SECONDS EAST, 150.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, FROM WHICH THE RADIUS POINT BEARS NORTH 3 DEGREES 38 MINUTES 19 SECONDS EAST A DISTANCE OF 55.00 FEET; THENCE EASTERLY 3.00 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3 DEGREES 07 MINUTES 36 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 30 MINUTES 43 SECONDS EAST, 35.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 0 DEGREES 30 MINUTES 43 SECONDS EAST A DISTANCE OF 20.00 FEET; THENCE NORTHWESTERLY 4.54 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 00 MINUTES 10 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 30 MINUTES 43 SECONDS EAST, 248.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 12 DEGREES 29 MINUTES 27 SECONDS EAST A DISTANCE OF 20.00 FEET; THENCE NORTHEASTERLY 4.54 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 00 MINUTES 10 SECONDS; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS EAST, 230.47 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 43 SECONDS EAST, 35.00 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS EAST, 434.62 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 43 SECONDS WEST, 35.00 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS EAST, 54.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 217.50 FEET; THENCE NORTHEASTERLY 62.06 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16 DEGREES 20 MINUTES 56 SECONDS; THENCE NORTH 74 DEGREES 09 MINUTES 47 SECONDS EAST, 24.03 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY 37.12 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 106 DEGREES 20 MINUTES 56 SECONDS; THENCE SOUTH 0 DEGREES 30 MINUTES 43 SECONDS WEST, 66.37 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 17 SECONDS WEST, 125.00 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 43 SECONDS WEST, 503.55 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS EAST, 160.00 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 43 SECONDS WEST, 194.37 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 30 MINUTES 43 SECONDS WEST, 35.00 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS EAST, 105.00 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 43 SECONDS WEST, 280.66 FEET TO THE POINT OF BEGINNING.

RATIFICATION AND APPROVAL OF PLAT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT CADENCE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS FINAL PLAT FOR "PARCEL N" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP.

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2019.

CADENCE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

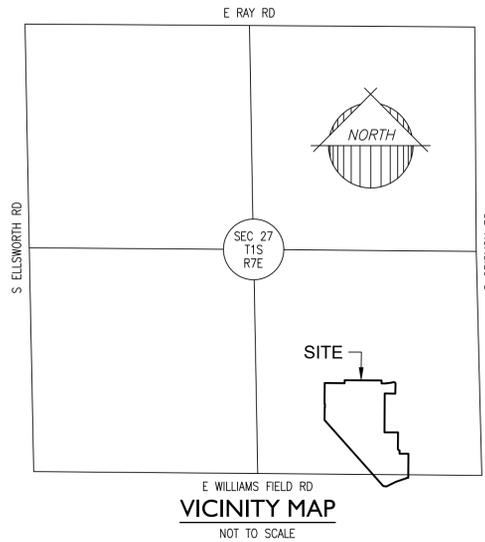
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019, BY _____ OF CADENCE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, FOR AND ON BEHALF THEREOF.

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

BY: _____ NOTARY PUBLIC DATE _____
MY COMMISSION EXPIRES: _____

GENERAL NOTES

- 1. 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.
2. THE CADENCE HOMEOWNERS ASSOCIATION HAS BEEN ESTABLISHED WITH ALL PROPERTY OWNERS IN THE DEVELOPMENT BEING MEMBERS OF THAT ASSOCIATION. THE CADENCE HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN ALL COMMON AREA TRACTS.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R(42)33.
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. 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).
7. AN AVIGATION EASEMENT AND RELEASE FOR THIS PLAT HAS BEEN RECORDED WITH MARICOPA COUNTY RECORDER (MARICOPA COUNTY RECORDING NO. 2016-0075035). THIS SUBDIVISION IS WITHIN THREE (3) MILES OF PHOENIX-GATEWAY AIRPORT. INFORMATION REGARDING AIRCRAFT OPERATIONS AND AIRPORT DEVELOPMENT IS AVAILABLE THROUGH THE AIRPORT ADMINISTRATION OFFICE.
8. A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.&R.'S) HAS BEEN OR WILL BE RECORDED FOR THIS SUBDIVISION WHICH WILL GOVERN THE USE AND MAINTENANCE OF ALL COMMON AREA TRACTS SHOWN ON THIS PLAT. THE CADENCE HOMEOWNERS ASSOCIATION, WHICH INCLUDES ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND SHALL OWN AND MAINTAIN ALL COMMON AREA TRACTS SHOWN ON THIS PLAT.
9. 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 CITY OF MESA.
10. THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE BUILDING FORM STANDARDS ESTABLISHED IN THE ZONING ORDINANCE AS WELL AS COMPLIANCE WITH THE RESIDENTIAL DEVELOPMENT GUIDELINES.
11. 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).
12. THE CITY OF MESA IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY DRAINAGE FACILITIES OR LANDSCAPED AREAS WITHIN THE TRACTS SHOW ON THIS MAP OF DEDICATION 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 TRACT IS THE RESPONSIBILITY OF THE TRACT OWNER.
13. THE CITY OF MESA IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE DRIVES, PRIVATE DRAINAGE FACILITIES, PRIVATE UTILITIES, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS PROJECT.
14. NOISE ATTENUATION MEASURES ARE TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE BUILDINGS TO ACHIEVE A NOISE LEVEL REDUCTION OF 25DB.
15. THIS SUBDIVISION IS WITHIN THE CITY OF MESA WATER SUPPLY (SERVICE) AREA DEVELOPMENT AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
16. A COMMUNITY MAINTENANCE AGREEMENT FOR THIS PLAT HAS BEEN RECORDED WITH MARICOPA COUNTY RECORDER (MARICOPA COUNTY RECORDING NO. 2015-0429040).
17. A DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT FOR THE CADENCE COMMUNITY FACILITIES DISTRICT FOR THIS PLAT HAS BEEN RECORDED WITH THE MARICOPA COUNTY RECORDER (MARICOPA COUNTY RECORDING NO. 2015-0833434).
18. 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.
19. 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 THE CITY HAVE AGREED THAT ALL BOUNDARY AND TRACT 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.
20. ALL CURVES ARE TANGENT, COMPOUND, OR REVERSE UNLESS NOTED OTHERWISE.



OWNER

PPGN - RAY, LLLP
17700 N PACESSETT WAY, SUITE 100
SCOTTSDALE, AZ 85225

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, BEING NORTH 01 DEGREES 25 MINUTES 54 SECONDS WEST AS MEASURED AND AS SHOWN ON THAT PLAT RECORDED IN BOOK 1315, PAGE 25 OF MARICOPA COUNTY RECORDS.

FEMA FLOOD ZONE DELINEATION

THIS SITE IS LOCATED WITHIN "ZONE X SHADED" AND "ZONE D" AS SHOWN ON FLOOD INSURANCE RATE MAPS 04013C22790L AND 04013C22780L.

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MESA, ARIZONA, ON THIS _____ DAY OF _____, 2019.

BY: _____ MAYOR ATTEST: _____ CITY CLERK

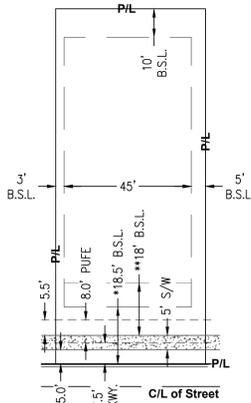
THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON IS APPROVED AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF MESA, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH ARS 45-576.

_____, DATE: _____
CITY ENGINEER

CERTIFICATION

I, RAYMOND MUNOZ, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS FINAL PLAT CONSISTING OF 3 SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER OF 2018; 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.

RAYMOND S MUNOZ III, RLS NO. 53160
EPS GROUP, INC
2045 S. VINEYARD
SUITE 101
MESA, AZ 85210



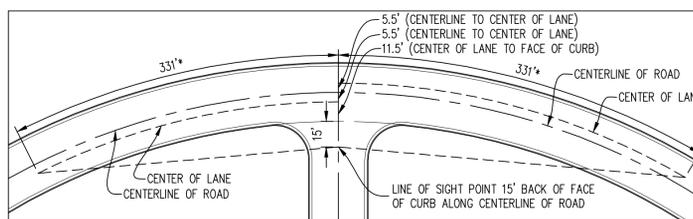
TYPICAL LOT SETBACK

LEGEND

- S/W SIDEWALK
B.S.L. BUILDING SETBACK
ESMT. EASEMENT
P.U.F.E. PUBLIC UTILITIES AND FACILITIES ESMT.
PKWY PARKWAY ESMT.
P/L PROPERTY LINE

NOTES

- * BUILDING SETBACK FROM BACK OF CURB TO SIDE TURN GARAGE, PORCH, OR LIVABLE AREA
** BUILDING SETBACK FROM BACK OF SIDEWALK TO FACE OF GARAGE



TYPICAL SIGHT VISIBILITY EASEMENT

- NOTES:
1. SIGHT VISIBILITY EASEMENT BASED ON CITY OF MESA DESIGN GUIDELINES FOR SIGHT TRIANGLES (IN FEET) ON STRAIGHT SECTIONS OF ROAD. LEFT TURN MANUEVER FROM STOP. REVISED 10/20/2004. DESIGN SPEED = 30 MILES PER HOUR.
2. SIGHT VISIBILITY EASEMENT SHOWN ON CORRESPONDING PARCEL FINAL PLAT, IMPROVEMENT PLANS, MASS GRADING AND LANDSCAPE ARCHITECTURE PLANS.
3. NO FENCE, WALL, SHRUBBERY, SIGN OR OTHER OBSTRUCTION TO VISION BETWEEN A HEIGHT OF THREE FEET (3') AND EIGHT FEET (8') ABOVE THE CENTERLINE GRADES OF THE INTERSECTING STREETS WITHIN THE SIGHT VISIBILITY EASEMENTS.

Vertical sidebar containing project information: CADENCE AT GATEWAY PHASE 2, PARCEL N, MESA, ARIZONA, FINAL PLAT. Includes logos for EPS GROUP and ARIZONA 611, and a notary seal for Raymond S. Munoz III, Registered Land Surveyor No. 53160, State of Arizona, expires 3/31/21. Job No. 18-106, FP01, Sheet No. 1 of 3.

