FINAL PLAT LOWES AT SOUTHBRIDGE MARKETPLACE

DEDICATION

STATE OF ARIZONA SS COUNTY OF PINAL

KNOW ALL MEN BY THESE PRESENTS:

PARCELS 1, 2, AND 3, SOUTHBRIDGE MARKETPLACE SOUTH, RECORDED IN FEE NO. 2023-089332, PINAL COUNTY RECORDS, AND A PORTION OF PARCELS 1 AND 3, AND ALL OF PARCELS 4, 5, 6, AND 7, SOUTHBRIDGE MARKETPLACE NORTH, RECORDED IN FEE NO. 2023-089333, PINAL COUNTY RECORDS.

A REPLAT OF

SITUATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.

THAT "TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY", AS OWNER DOES HEREBY PUBLISH THIS FINAL PLAT FOR LOWES AT SOUTHBRIDGE MARKETPLACE, A RE-PLAT OF PARCELS 1, 2, AND 3, SOUTHBRIDGE MARKETPLACE SOUTH, AS RECORDED IN FEE 2023-089332, PINAL COUNTY RECORDS AND A PORTION OF PARCELS 1 AND 3, AND ALL OF PARCELS 4, 5, 6, AND 7, SOUTHBRIDGE MARKETPLACE NORTH, AS RECORDED IN FEE 2023-089333, PINAL COUNTY RECORDS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 EAST

OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT FOR LOWES AT SOUTHBRIDGE MARKETPLACE, AS AND FOR, THE PLAT OF SAID LOWES AT SOUTHBRIDGE MARKETPLACE, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

THAT "TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY", AS THE OWNER IN FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR ROADWAY PURPOSES AND ALL INCIDENTALS THERETO, IF ANY; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THAT "TTRG AZ MARICOPA" HONEYCUTT DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY", AS THE OWNER HEREBY WARRANTS TO THE CITY OF MARICOPA, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS, SUBJECT TO ALL MATTERS OF RECORD.

OWNER HEREBY GRANTS TO THE CITY OF MARICOPA A PERPETUAL NON-EXCLUSIVE CROSS ACCESS EASEMENT ACROSS THE AREAS DESIGNATED AS EMERGENCY ACCESS AND PUBLIC ACCESS EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES AND THE PUBLIC RESPECTIVELY. GRANTOR SHALL NOT LOCATE, ERECT OR CONSTRUCT, OR PERMIT TO BE LOCATED, ERECTED OR CONSTRUCTED, ANY BUILDING, STRUCTURE, FENCING OR WALL WITHIN THE EASEMENT AREA, NOR SHALL GRANTOR PLANT OR PERMIT TO BE PLANTED ANY TREES, LANDSCAPING OR OTHER VEGETATION WITHIN THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. SUBJECT TO THE FOREGOING, GRANTOR SHALL BE ENTITLED TO USE THE EASEMENT AREA FOR ALL PURPOSES NOT INCONSISTENT WITH THE PURPOSES AND NATURE OF THE EASEMENT.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT, IN, UPON, OVER, UNDER THROUGH, AND ACROSS AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTION, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

PROPERTY OWNER OR GRANTOR HEREBY DEDICATES A NON-EXCLUSIVE PRIVATE WATER UTILITY EASEMENT TO GLOBAL WATER — SANTA CRUZ WATER COMPANY, INC. (GRANTEE) UPON, OVER, UNDER, AND THROUGH THE AREA DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF WATER PIPELINES, UTILITIES (INCLUDING WITHOUT LIMITATION, ELECTRICAL AND OTHER UTILITY FACILITIES), AND APPURTENANT FACILITIES AND FIXTURES THAT ARE ACCESSORY TO, REASONABLY RELATED TO, OR NECESSARY FOR USE IN CONNECTION THEREWITH. MAINTENANCE OF THE AREA SUBJECT TO SUCH PRIVATE EASEMENT SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER. GRANTOR SHALL NOT ERECT, OR PERMIT TO BE ERECTED ANY BUILDING OR STRUCTURE. OR PLACE ANY OBSTRUCTION OVER THE EASEMENT HEREBY CONVEYED, WHICH WOULD INTERFERE WITH OR IMPEDE THE USE AND OCCUPANCY OF THE EASEMENT BY THE GRANTEE. GRANTEE, ITS SUCCESSORS, PERMITS, AND/OR ASSIGNS, SHALL HAVE THE RIGHT AT ALL TIMES TO ENTER THE EASEMENT PROPERTY FOR THE PURPOSES STATED ABOVE. GRANTOR SHALL NOT LOCATE, ERECT OR CONSTRUCT, OR PERMIT TO BE LOCATED, ERECTED OR CONSTRUCTED, ANY BUILDING, STRUCTURE, FENCING OR WALL WITHIN THE EASEMENT AREA, NOR SHALL GRANTOR PLANT OR PERMIT TO BE PLANTED ANY TREES, LANDSCAPING OR OTHER VEGETATION WITHIN THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. SUBJECT TO THE FOREGOING, GRANTOR SHALL BE ENTITLED TO USE THE EASEMENT AREA FOR ALL PURPOSES NOT INCONSISTENT WITH THE PURPOSES AND NATURE OF THE EASEMENT AS SET FORTH II THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, GRANTOR SHALL NOT HAVE THE RIGHT TO LOWER OR RAISE BY MORE THAN TWELVE (12) INCHES THE SURFACE GRADE OF THE EASEMENT AREA, AND IN NO EVENT SHALL A CHANGE IN THE SURFACE GRADE COMPROMISE GRANTEE'S MINIMUM COVER REQUIREMENTS OR INTERFERE WITH GRANTEE'S FACILITIES.

PROPERTY OWNER OR GRANTOR HEREBY DEDICATES A NON-EXCLUSIVE PRIVATE SEWER UTILITY EASEMENT TO GLOBAL WATER - PALO VERDE UTILITY COMPANY, INC. (GRANTEE) UPON, OVER, UNDER, AND THROUGH THE AREA DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF SEWER PIPELINES, RECLAIMED WATER PIPELINES, UTILITIES (INCLUDING WITHOUT LIMITATION, ELECTRICAL AND OTHER UTILITY FACILITIES), AND APPURTENANT FACILITIES AND FIXTURES THAT ARE ACCESSORY TO, REASONABLY RELATED TO, OR NECESSARY FOR USE IN CONNECTION THEREWITH. MAINTENANCE OF THE AREA SUBJECT TO SUCH PRIVATE EASEMENT SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER. GRANTOR SHALL NOT ERECT, OR PERMIT TO BE ERECTED ANY BUILDING OR STRUCTURE, OR PLACE ANY OBSTRUCTION OVER THE EASEMENT HEREBY CONVEYED, WHICH WOULD INTERFERE WITH OR IMPEDE THE USE AND OCCUPANCY OF THE EASEMENT BY THE GRANTEE GRANTEE, ITS SUCCESSORS, PERMITS, AND/OR ASSIGNS, SHALL HAVE THE RIGHT AT ALL TIMES TO ENTER THE EASEMENT PROPERTY FOR THE PURPOSES STATED ABOVE. GRANTOR SHALL NOT LOCATE. ERECT OR CONSTRUCT, OR PERMIT TO BE LOCATED, ERECTED OR CONSTRUCTED, ANY BUILDING, STRUCTURE, FENCING OR WALL WITHIN THE EASEMENT AREA, NOR SHALL GRANTOR PLANT OR PERMIT TO BE PLANTED ANY TREES, LANDSCAPING OR OTHER VEGETATION WITHIN THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. SUBJECT TO THE FOREGOING, GRANTOR SHALL BE ENTITLED TO USE THE EASEMENT AREA FOR ALL PURPOSES NOT INCONSISTENT WITH THE PURPOSES AND NATURE OF THE EASEMENT AS SET FORTH IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, GRANTOR SHALL NOT HAVE THE RIGHT TO LOWER OR RAISE BY MORE THAN TWELVE (12) INCHES THE SURFACE GRADE OF THE EASEMENT AREA, AND IN NO EVENT SHALL A CHANGE IN THE SURFACE GRADE COMPROMISE GRANTEE'S MINIMUM COVER REQUIREMENTS OR INTERFERE WITH GRANTEE'S FACILITIES.

IN WITNESS WHEREOF:

TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS FINAL PLAT BY THE SIGNATURE OF THE

UNDERSIGNED, DULY AUTHORIZED, THIS_____DAY OF _____, 2024. OWNER: TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) SS)

ON THIS ______ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY

WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

MY COMMISSION EXPIRES:

NOTARY PUBLIC

NOTES

1. NO STRUCTURE SHALL BE CONSTRUCTED IN NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE STORM WATER RETENTION /DETENTION AREAS OR TO DRAINAGE EASEMENTS WITHOUT PRIOR APPROVAL BY THE CITY OF MARICOPA.

2. STORM WATER RETENTION VOLUMES REQUIRED BY THE CITY OF MARICOPA DRAINAGE ORDINANCE HAVE BEEN MET AND THE OVERALL GROSS RETENTION/DETENTION VOLUMES WILL NOT BE CHANGED. MAINTENANCE OF THE AREAS SUBJECT TO STORM WATER RETENTION/DETENTION SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

- 3. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
- 4. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY REQUIRES PERMITS AND INSPECTIONS BY THE CITY OF MARICOPA.

5. ALL TRENCH WORK WITHIN THE PUBLIC UTILITY EASEMENTS ADJACENT TO PUBLIC RIGHTS-OF-WAY REQUIRES PERMITS AND INSPECTIONS BY THE CITY OF MARICOPA.

- 6. ALL STRUCTURES SHALL COMPLY WITH THE CITY OF MARICOPA'S ZONING CODE OR STANDARDS AS AMENDED.
- 7. ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

8. NO TREES ARE PERMITTED WITHIN THE RIGHT-OF-WAY SIGHT-VISIBILITY EASEMENTS AND NO TEMPORARY OR PERMANENT OBJECT, STRUCTURE OR LANDSCAPING SHALL EXCEED TWENTY-FOUR INCHES IN HEIGHT WITHIN THE RIGHT-OF-WAY SIGHT-VISIBILITY EASEMENTS.

9. RIGHT-OF-WAY LANDSCAPE SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY OWNER'S ASSOCIATION.

10. REPLACEMENT OF DEAD TREES ALONG ARTERIAL AND COLLECTOR STREETS SHALL BE BY THE INDIVIDUAL PROPERTY OWNER OR THE PROPERTY OWNER'S ASSOCIATION AND SHALL BE COMPLETED WITHIN THREE (3) MONTHS FROM THE DATE THAT THE ASSOCIATION OR PROPERTY OWNER IS NOTIFIED BY THE CITY.

11. THE MAINTENANCE OF THE STREET LIGHTS BY ED3 AND PAYING OF SERVICES FOR THE STREET LIGHTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER'S ASSOCIATION OR ADJACENT PROPERTY OWNER.

12. PROPERTY OWNERS AND/OR PROPERTY OWNER'S ASSOCIATIONS SHALL PROPERLY MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPED AREAS. INCLUDING THAT WITHIN THE PUBLIC RIGHT-OF-WAY ADJACENT TO THE DEVELOPMENT. IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. EXCEPT IN AND ALONG PUBLIC RIGHTS-OF-WAY AND EASEMENTS WHERE THE CITY OF MARICOPA HAS AGREED TO PROVIDE MAINTENANCE.

REFERENCE DOCUMENTS

(R1) FINAL PLAT OF SOUTHBRIDGE MARKETPLACE NORTH FEE NO. 2023-089333, PINAL COUNTY RECORDS

(R2) FINAL PLAT OF SOUTHBRIDGE MARKETPLACE SOUTH FEE NO. 2023-089332, PINAL COUNTY RECORDS

(R3) RIGHT-OF-WAY PLANS OF THE MARICOPA ROAD, MARICOPA UNION PACIFIC RAILROAD CROSSING, 347 PN 172 H7007, 347-A(204)A, PREPARED BY RITOCH-POWELL & ASSOCIATES, DATED 04-10-2018.

(R4) FINAL PLAT OF REINSMAN COMMONS FEE NO. 2023-075072, PINAL COUNTY RECORDS

(R5) RECORD OF SURVEY, MINOR LAND DIVISION OF A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 WEST, RECORDED IN FEE NO. 2021-091167, PINAL COUNTY RECORDS.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, AS SHOWN ON RECORD OF SURVEY, MINOR LAND DIVISION OF PORTION OF THE WEST HALF OF SECTION 27, RECORDED IN FEE NO. 2021-091167, PINAL COUNTY RECORDS. SAID LINE BEARS NORTH OO DEGREES 31 MINUTES 53 SECONDS WEST (RECORD) NORTH OO DEGREES O9 MINUTES 32 SECONDS WEST (MEASURED).

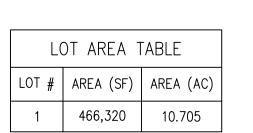
ZONING

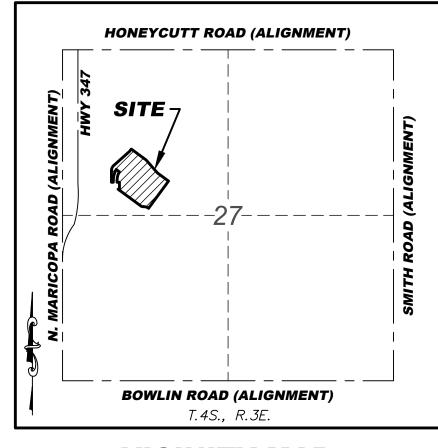
ZONE: SHOPPING CENTER (SC) AND GENERAL MIXED USE (MU-G) ZONING INFORMATION OBTAINED FROM CITY OF MARICOPA ZONING MAP.

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C0741 F, DATED 06/16/2014, REVISED LOMA, DATED 08/12/2022. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".

ZONE "X" AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; THIS AREA IS SHOWN AS BEING PROTECTED FROM THE 1% ANNUAL CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM. OVERTOPPING OR FAILURE OF ANY LEVEE SYSTEM IS POSSIBLE





VICINITY MAP

SHEET INDEX

SHEET 1 - COVER SHEET SHEET 2 - PLAT LOT LAYOUT

SHEET 3 - PUBLIC ACCESS EASEMENT AND EMERGENCY ACCESS EASEMENT SHEET 4 - PRIVATE SEWER UTILITY EASEMENT AND PRIVATE WATER UTILITY EASEMENT AND PUBLIC UTILITY EASEMENT

OWNER

TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC C/O JOHN SHIELDS 2398 E CAMELBACK ROAD, SUITE 210 PHOENIX, AZ 85016 (602)791 - 7886

SURVEYOR

RICK ENGINEERING 2401 WEST PEORIA AVENUE, SUITE 130 PHOENIX, ARIZONA 85029 MICHAEL A. BANTA, RLS #38175 (602) 957-3350 MBANTA@RICKENGINEERING.COM

LEGAL DESCRIPTION

JSHIELDS@THOMPSONTHRIFT.COM

PARCELS 1, 2, AND 3, SOUTHBRIDGE MARKETPLACE SOUTH, RECORDED IN FEE NO. 2023-089332, OFFICIAL RECORDS OF PINAL COUNTY, ARIZONA.

TOGETHER WITH:

A PORTION OF PARCELS 1 AND 3. AND ALL OF PARCELS 4, 5, 6, AND 7, SOUTHBRIDGE MARKETPLACE NORTH, RECORDED IN FEE NO. 2023-089333, OFFICIAL RECORDS OF PINAL COUNTY, ARIZONA.

APPROVALS

APPROVED:

DEVELOPMENT SERVICES DIRECTLY OF MARICOPA, ARIZONA	
APPROVED:	
CITY ENGINEER CITY OF MARICOPA, ARIZONA	DATE
APPROVED BY THE COUNCIL ARIZONA, THIS	·
BY:	DATE
ATTEST:	

ASSURED WATER SUPPLY

THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, DWR FILE NO. "86-402008.0001", FOR THE SUBDIVISION IN ACCORDANCE WITH SECTION 45-576 OF THE ARIZONA REVISED STATUTES (ARS).

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL A. BANTA, RLS #38175 2401 W. PEORIA AVE., SUITE 130 PHOENIX, ARIZONA 85029 PHONE: 602-957-3350 MBANTA@RICKENGINEERING.COM

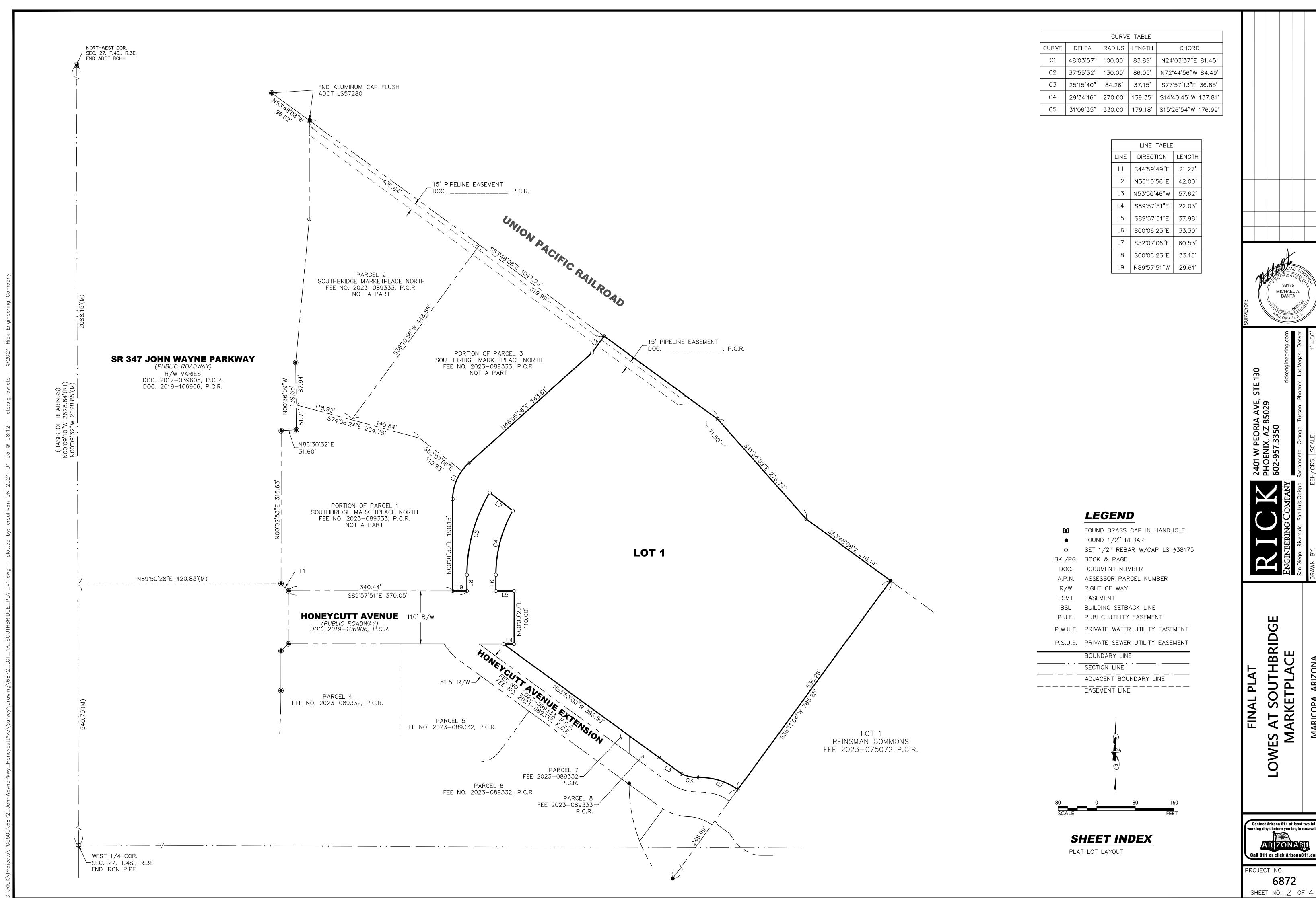


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Contact Arizona 811 at least two full rking days before you begin excav AR ZONA'811 Call 811 or click Arizona811.co

ROJECT NO. 6872

SHEET NO. 1 OF 4



PROJECT NO. 6872

Contact Arizona 811 at least two full rking days before you begin excava

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Call 811 or click Arizona811.co

HBRID.

ES AT SOUTI MARKETPL/

MICHAEL A. BANTA

