

FINAL PLAT  
FOR  
**MEADOWRIDGE UNIT THREE  
AT WESTBROOK VILLAGE**

A SUBDIVISION OF A PORTION OF THE S.W. 1/4 OF SEC. 28  
T.4 N., R.1 E., G. & S.R.B. & M.

AND

A RE-SUBDIVISION OF A PORTION OF WESTBROOK VILLAGE  
MODEL COMPLEX UNIT ONE AS RECORDED IN BK. 245, PG. 30, M.C.R.  
MARICOPA COUNTY,  
ARIZONA

**LEGAL DESCRIPTION**

Commencing at the southwest corner of Section 28, Township 4 North, Range 1 East, Gila and Salt River Base and Meridian;  
thence North 89 degrees 32 minutes 21 seconds East along the south line of said Section 28 1,300.00 feet;  
thence North 00 degrees 27 minutes 39 seconds West 55.00 feet;  
thence along a circular curve concave to the southwest, radius equals 900.00 feet, central angle equals 22 degrees 09 minutes 21 seconds, a distance of 348.02 feet;  
thence South 67 degrees 23 minutes 00 seconds West 176.01 feet;  
thence northwesterly along a circular curve concave to the southwest, radius equals 100.00 feet, central angle equals 00 degrees 43 minutes 32 seconds, a distance of 1.27 feet;  
thence North 22 degrees 37 minutes 00 seconds West 36.23 feet;  
thence South 67 degrees 23 minutes 00 seconds West 25.00 feet to the TRUE POINT OF BEGINNING;  
thence North 22 degrees 37 minutes 00 seconds West 48.50 feet;  
thence northerly and westerly along a circular curve concave to the southwest, radius equals 75.00 feet, central angle equals 67 degrees 50 minutes 39 seconds, a distance of 88.81 feet;  
thence South 89 degrees 32 minutes 21 seconds West 435.92 feet to a point on the east line of Meadowridge Unit Two;  
thence North 00 degrees 27 minutes 39 seconds West along said east line 161.50 feet to a point on the boundary line between said Meadowridge Unit Two and Meadowridge Unit One;  
thence North 89 degrees 32 minutes 21 seconds East 87.92 feet;  
thence South 00 degrees 27 minutes 39 seconds East 111.50 feet;  
thence North 89 degrees 32 minutes 21 seconds East 87.92 feet;  
thence southerly and easterly along a circular curve concave to the southwest, radius equals 125.00 feet, central angle equals 67 degrees 50 minutes 39 seconds, a distance of 148.01 feet;  
thence South 22 degrees 37 minutes 00 seconds East 48.50 feet;  
thence South 67 degrees 23 minutes 00 seconds West 50.00 feet to the POINT OF BEGINNING.

Containing 1.5827 acres more or less

STATE OF ARIZONA  
County of Maricopa

**DEDICATION**

57 623413

KNOW ALL MEN BY THESE PRESENTS:

That First Service Title Agency, Inc., an Arizona corporation, as Trustee of its Trust No 1030 (the "Trustee"), as owner of fee title to a portion of the real property described and depicted hereon, and has been appointed as agent, for purposes of executing this plat, of MMB & Sunbelt Properties - 1983, a New York limited partnership, which is the owner of fee title to the remainder of the real property described and depicted hereon, and in such capacities Trustee hereby:

(1) Publishes this final plat of subdivision for "MEADOWRIDGE UNIT THREE AT WESTBROOK VILLAGE," a planned area of development consisting of a portion of Section 28, Township 4 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; (2) Declares that said plat sets forth the location and gives the dimensions of the lots, tracts and streets within said planned area of development and that each such lot, tract and street shall be known by the number or name given to each respectively, on said plat; (3) Dedicates to the City of Peoria, Arizona, an Arizona municipal corporation (the "City"), and its assigns, a perpetual exclusive easement on, over, under and above the area designated as Tract "A" for purposes of constructing, repairing, maintaining and replacing a public street and right-of-way and all incidents thereto, and for utilities, including but not limited to water, sewer and drainage, and for cable television distribution lines, and such other public uses as the City may deem necessary. This easement is referred to herein as the "Roadway Easement." The Roadway Easement is prior and superior to any other easement granted or reserved to the Westbrook Village Association, an Arizona nonprofit corporation (the "Association"), or the Trustee hereunder. The Trustee, on behalf of itself, its successors and assigns, agrees that it shall assert a claim of abandonment of the Roadway Easement or any portion thereof only when the governing body of the City has expressly approved abandonment of such Roadway Easement or any portion thereof. Fee ownership of the real property occupied by the Roadway Easement is expressly reserved in the record owners of such real property. The City, in consideration of the foregoing dedication, expressly (a) disclaims ownership of fee title to the real property occupied by the Roadway Easement by virtue of this dedication or the recordation of this plat or operation of law, (b) acknowledges that its interest hereunder is and will be as owner of the Roadway Easement only, and (c) confirms that when the Roadway Easement has been approved, and subject to the provisions of item (5) of this dedication, the Trustee and its successors and assigns shall have no responsibility for the maintenance of the improvements on the Roadway Easement or any portion thereof so long as no abandonment has occurred, such maintenance being the responsibility of the City or such other person or entity owning the improvements thereon; (4) Declares that the easements set forth on said plat are provided for the purpose or purposes shown hereon; and (5) Grants to the Association an easement upon, across, over, under and through the area designated as Tract "A" hereon to install, construct, repair, replace, maintain and otherwise care for landscaping and sprinkler systems, water lines and the like for irrigating such landscaping, and such other utility lines as may be necessary or appropriate to serve such landscaping, all to and to the extent required or permitted by the City. This grant of easement is subject to the following terms and conditions: a) The Association shall indemnify and hold harmless the City against any claim, loss, damage, injury or liability that

may arise out of the Association's use of the easements granted or reserved to the Association in this dedication, or out of the Association's construction, maintenance or replacement of any of its improvements within the Roadway Easement, including water lines and any and all appurtenances thereto, together with the City's reasonable attorneys' fees and costs that may arise as a result of any such claim against the City. The Association further agrees, upon written request by the City, to undertake promptly the defense of any such claim for loss, damage or injury all at the sole expense of Association. b) The Association shall provide from time to time and keep on file with the City Engineer current and detailed information regarding the location of all pressurized water lines and electrical wiring belonging to the Association or the Trustee that are constructed or placed in the Roadway Easement, so as to permit the City to locate such improvements from time to time for such purposes and in such manner as it deems reasonably necessary. The Association shall promptly reimburse the City for any costs reasonably incurred by the City in marking the location of such improvements when required for any purpose whatsoever. c) The Association shall maintain in good repair, at its expense, all improvements owned by it or by the Trustee located on the Roadway Easement. d) In the event of any construction, repair, maintenance or replacement of all or any improvements in the Roadway Easement by the City or by those acting by and under the authority of the City, the Association shall relocate any improvements the Association has constructed or placed in the Roadway Easement pursuant to any easement granted or reserved to the Association in the Dedication, without cost to the City, which improvements must be relocated in order to accommodate the contemplated actions by the City or those acting on its behalf. In the event the Association fails to relocate its improvements within a reasonable time after written request by the City, the City shall have the right to remove such improvements and the Association shall promptly reimburse the City for its costs and expenses incurred in connection with removal. Notwithstanding the foregoing, the City, the Association and the Trustee understand and agree that the Association need not remove from the Roadway Easement, and need not reimburse the City for removal of, any improvements constructed or placed thereon by the Association if such improvements do not materially impede the contemplated actions of the City or those acting on its behalf; provided, however, that the City shall have no responsibility or liability for repair or replacement of any such improvements that are not removed and that are damaged or destroyed as a consequence of the contemplated actions of the City or those acting on its behalf.

IN WITNESS WHEREOF: First Service Title Agency, Inc., an Arizona corporation, as Trustee of its Trust Number 1030, has caused its corporate name to be signed by the undersigned duly authorized officer this 17 day of JUNE, 1987.

FIRST SERVICE TITLE AGENCY, INC.,  
an Arizona corporation, as Trustee  
of its Trust Number  
By Todd P. Roberts  
Its Trust Officer

PEORIA

3/6  
10

**GENERAL NOTES**

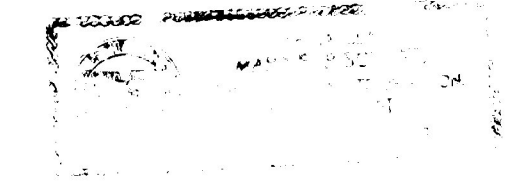
1. Construction within utilities easements shall be limited to utilities and wood, wire, or removable section type fencing
2. Communication lines to be constructed underground as required by the Arizona Corporation Commission Order R-14-2-133.

**ACKNOWLEDGEMENT**

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS

On this, the 17 day of JUNE, 1987,  
before me, the undersigned officer, personally appeared TODD P. ROBERTS, who acknowledged himself to be the Trust officer of First Service Title Agency, an Arizona corporation, as Trustee, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Mary E. Piskner  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPROVALS**

Approved by the Council of the City of Peoria on this the 6<sup>th</sup> day of October, 1987

By Ronald A. Hansen Mayor  
Alfred R. Gomez City Clerk

By Nancy Hines City Engineer  
8/6/87 Date

Prepared: May 6, 1987



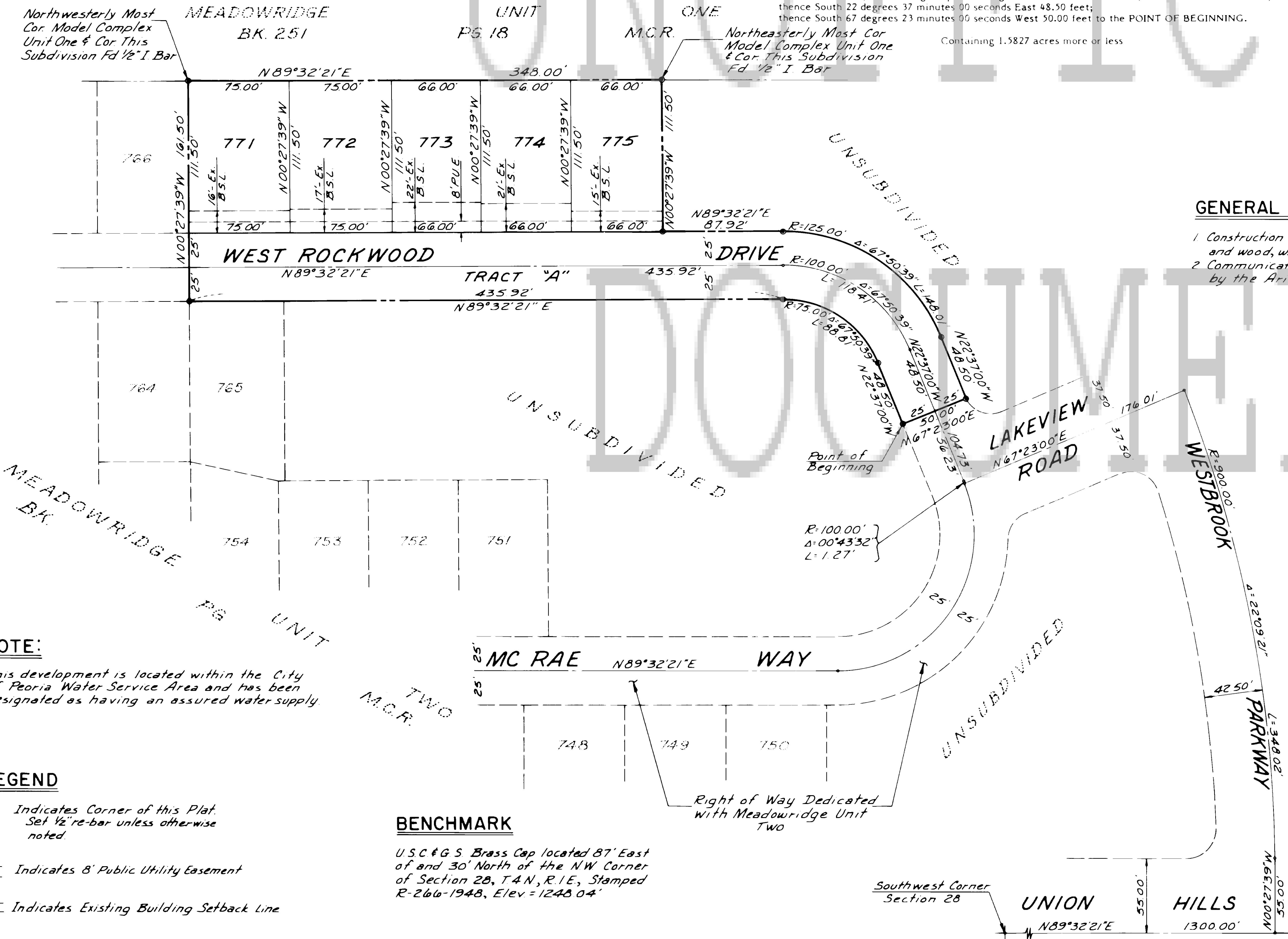
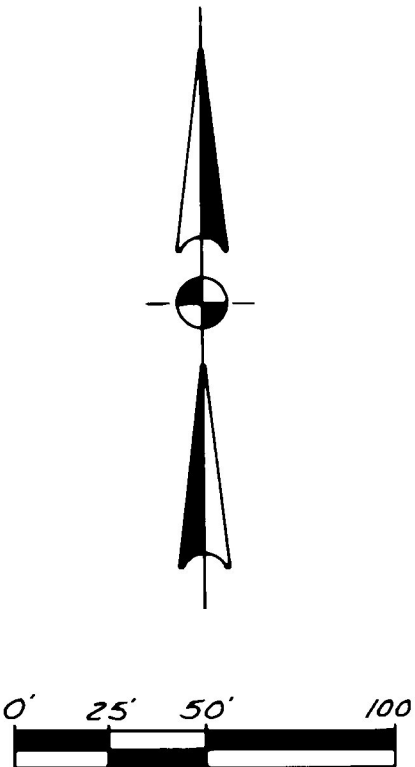
**CARTER ASSOCIATES, INC.**  
CONSULTING ENGINEERS, PLANNERS & SURVEYORS  
5080 North 40th Street • Suite 300 • Phoenix, AZ 85018 • (602) 955-0900  
2730 East Broadway • Suite 160 • Tucson, AZ 85716 • (602) 323-3302  
7675 Drexel Street • Suite 350 • San Diego, CA 92111 • (619) 292-6161  
210 North Park • Flagstaff, AZ 86001 • (602) 779-4505

dsn: T.S.  
drn: T.D.M.  
ckd:

**Final Plat For  
Meadowridge Unit Three  
At Westbrook Village**

SHEET  
1 OF 1

Job # 219.89222.00



**CERTIFICATION**

This is to certify that survey and subdivision of the premises described and platted hereon was made under my direction during the month of JUNE, 1987; 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

Registered Professional Land Surveyor  
No. 1002  
State of Arizona

6-12-87 Date  
South 1/4 Corner Section 28  
Union Hills Drive  
1345 71'

316-10

**NOTE:**

This development is located within the City of Peoria Water Service Area and has been designated as having an assured water supply.

**LEGEND**

- Indicates Corner of this Plat. Set 1/2" re-bar unless otherwise noted
- Indicates 8' Public Utility Easement
- Indicates Existing Building Setback Line

**BENCHMARK**

U.S.C. & G.S. Brass Cap located 87' East of and 30' North of the NW Corner of Section 28, T.4 N., R.1 E., Stamped R-266-1948, Elev = 1248.04'