

# Standard Dedication Language for Final Plats

This document serves as a reference for standard dedication language for typical easements routinely seen on final plats submitted to the Planning and Zoning Division of the Development Services Department. If you require an easement that is not mentioned in this document or if certain circumstances require modifications, please get in touch with the planner assigned to your project. The planner will work alongside the City Attorney’s Office to provide language for the easement that is not identified within the document or modifications that are required due to specific project circumstances. Depending upon circumstances specific to a final plat, changes may be required in the foregoing language, but those changes will be determined during the final plat review.

## 1. STANDARD DEDICATION STATEMENT ON FINAL PLAT

STATE OF ARIZONA            )  
  )  SS  
COUNTY OF MARICOPA        )

KNOW ALL MEN BY THESE PRESENTS:  
THAT **(INSERT OWNER’S NAME)**, (“OWNER”), HAS SUBDIVIDED UNDER THE NAME OF \_\_ (SUBDIVISION NAME) \_\_\_\_\_, A PORTION OF SECTIONS \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_ OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

## 2. DEDICATION OF PUBLIC STREETS TO THE CITY

➤ This language applies when [all streets included within plat boundaries are being dedicated to the City](#). If there is a tract in a public street (usually for enhanced medians) include that tract in the dedication.

**(Insert Owner’s Name)** (“OWNER”) HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

➤ *(The following dedications should be used when there are both private streets and public streets within a plat.) The private streets need to be located in separate tract(s), although street names can be included and the right-of-way for public streets will need to be identified on the plat as R/W DEDICATED HEREON. In*

*addition, an Access Easement, Wastewater Line Easement and Water Easement will need to be dedicated over the private street tract(s) which are included below.*

(Insert Owner's Name) ("OWNER"), HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS "R/W DEDICATED HEREIN" SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

(Insert Owner's Name) ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS AND THROUGH (Insert Private Street Tract(s)) AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN EASEMENTS GRANTED TO THE CITY OF GOODYEAR LOCATED WITHIN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF (Insert Private Street Tract(s)).

(Insert Owner's Name) ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) (Insert Private Street Tract(s)) AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE EASEMENT AREAS"). THE WASTEWATER LINE EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE EASEMENT AREAS. THE WASTEWATER LINE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT(S) (Insert Private Street Tract(s)).

(Insert Owner's Name) ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) (Insert Private Street Tract(s)) AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER EASEMENT AREAS"). THE WATER EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS, AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") WITHIN, ON,

OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREAS. THE WATER EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT(S) (Insert Private Street Tract(s)).

### 3. DEDICATION OF ENHANCED LANDSCAPE EASEMENT

- The following dedication should be used when easements for medians with enhanced landscaping are going to be granted.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS (Insert HOA's Name) A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED (Insert in Quotes the designation on the plat – will generally be "MLE" or "M/L/E.") GRANTED HEREON. IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") GRANTING THIS EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING, (Insert HOA's Name), EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, REPAIR, AND REPLACE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS (designation on the plat – will generally be "MLE" or "M/L/E") GRANTED HEREON, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. (Insert HOA's Name) SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. (Insert HOA's Name) EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE LANDSCAPING INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS (designation on the plat – will generally be "MLE" or "M/L/E") GRANTED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS (designation on the plat – will generally be "MLE" or "M/L/E") GRANTED HEREON. (Insert HOA's Name) SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS (designation on the plat – will generally be "MLE" or "M/L/E") GRANTED HEREON IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, (Insert HOA's Name) SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD (Insert HOA's Name) FAIL TO MAINTAIN THE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS (designation on the plat – will generally be "MLE" or "M/L/E") GRANTED HEREON AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND (Insert HOA's Name)

SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

#### 4. DEDICATION OF PUBLIC UTILITY EASEMENTS

- *(Sidewalks are included because oftentimes sidewalks meander into the PUE areas either intentionally or because they cannot be fully constructed with the right of way being dedicated to the City).*

**(Insert Owner's Name)** HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN **(Insert All Tracts In Which PUE's Are Located)** AND IN LOTS DESIGNATED AS **(Insert in Quotes the designation on the plat – will generally be "PUE" "P.U.E." or "PUSE")** AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

#### 5. SEWER EASEMENTS

- *Use the following where access improvements will be required over the sewer easement areas – this is generally required when sewer improvements are to be located within open space tracts.*

**(Insert Owner's Name)** ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES, WASTEWATER LINE AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) **(Insert All Tracts in which Sewer Easements Are Located)** DESIGNATED AS **(Insert in Quotes the designation on the plat – will generally be "S.E.", "Sewer Easement" or "S.L.E.")** AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE AND ACCESS EASEMENT AREAS"). THE WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE AND ACCESS EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE AND ACCESS EASEMENT AREAS AND THE WASTEWATER LINE AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT

VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WASTEWATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WASTEWATER LINE AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WASTEWATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WASTEWATER LINE AND ACCESS EASEMENT AREAS.

- *(Use the following when sewer improvements are being constructed within a tract but no access facilities are required)*

**(Insert Owner's Name)** ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) **(Insert All Tracts in which Sewer Easements Are Located)** DESIGNATED AS **(Insert in Quotes the designation on the plat – will generally be "S.E.", "Sewer Easement" or "S.L.E.")** AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE EASEMENT AREAS"). THE WASTEWATER LINE EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE EASEMENT AREAS AND THE WASTEWATER LINE EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WASTEWATER LINE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WASTEWATER LINE EASEMENT AREAS.

- *(Use the following when sewer improvements are being constructed within private streets.)*

**(Insert Owner's Name)** ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) **(Insert Private Street Tract(s))** AS SHOWN ON THIS FINAL PLAT AND

INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE EASEMENT AREAS"). THE WASTEWATER LINE EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE EASEMENT AREAS. THE WASTEWATER LINE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT(S) *(Insert Private Street Tract(s))*.

## 6. WATER EASEMENTS

➤ *(Use the following where access improvements will be required over the water easement areas – this is occasionally required when water lines are to be located within open space tracts)*

*(Insert Owner's Name)* ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) *(Insert All Tracts in which Water Easements Are Located)* DESIGNATED AS *(Insert in Quotes the designation on the plat – will generally be "W.E.", "Water Easement" or "W.L.E.")* AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"). THE WATER AND ACCESS EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATER AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WATER AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF

**THE WATER AND ACCESS EASEMENT AREAS.**

- *(Use the following when water lines are being constructed within a tract but no access facilities are required)*

**(Insert Owner's Name)** ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) **(Insert All Tracts in which Water Easements Are Located)** DESIGNATED AS **(Insert in Quotes the designation on the plat – will generally be "W.E.", "Water Easement" or "W.L.E.")** AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER EASEMENT AREAS"). THE WATER EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS, AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREAS AND THE WATER EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER EASEMENT AREAS.

- *(Use the following when water lines are being constructed within private streets.)*

**(Insert Owner's Name)** ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) **(Insert Private Street Tract(s))** AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER EASEMENT AREAS"). THE WATER EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS, AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREAS. THE WATER EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT(S) **(Insert Private Street Tract(s))**.

**7. WATER METER EASEMENTS**

- *(Use the following when an easement is needed solely for water meters)*

(Insert Owner's Name) ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, AN EXCLUSIVE WATER METER EASEMENT WITHIN, UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) (Insert All Tracts in which Water Meter Easements Are Located) DESIGNATED AS (Insert in Quotes the designation on the plat – will generally be "W.M.E.") AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER METER EASEMENT AREAS"). THE WATER METER EASEMENT DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR REPLACING WATER METERS, APPURTENANCES, AND UNDERGROUND WATER LINES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER METER FACILITIES") WITHIN, UPON, OVER, ACROSS, ABOVE AND UNDER THE WATER METER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER METER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER METER EASEMENT AREAS. THE WATER METER EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER METER EASEMENT AREAS.

## 8. DEDICATION OF DRAINAGE EASEMENTS

➤ (Use when drainage is identified as use in tract table, but no easement area is delineated)

(Insert Owner's Name) ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACT(S) (Insert All Tracts in which drainage facilities will be located and/or drainage will be directed) ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PREMISES DESCRIBED HEREIN APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR OPERATING, CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE



MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT(S) (Insert All Tracts in which drainage facilities will be located and/or drainage will be directed).

## 9. DEDICATION OF ACCESS EASEMENTS

➤ *(Use when access is to be provided for emergency services and other governmental services)*

(INSERT OWNER'S NAME) ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR A NON-EXCLUSIVE ACCESS EASEMENTS ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN (INSERT ALL TRACTS AND/OR LOTS IN WHICH THE EMERGENCY/GOVERNMENTAL SERVICES ACCESS EASEMENT IS LOCATED) DESIGNATED AS (INSERT IN QUOTES THE DESIGNATION ON THE PLAT – WILL GENERALLY BE "E.V.A.", "EMERGENCY ACCESS EASEMENT" OF "E.A.") AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREA(S)). THE ACCESS EASEMENT DEDICATED HEREON ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, (II) PROVIDE ACCESS FOR GOVERNMENT SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO PROVIDE GOVERNMENTAL SERVICES; AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS ROAD"). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREAS.

➤ *(Use when access is to be provided for emergency services only)*

(INSERT OWNER'S NAME) ("OWNER"), HEREBY DEDICATES TO THE CITY NON-EXCLUSIVE ACCESS EASEMENTS ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN (INSERT ALL TRACTS AND/OR LOTS IN WHICH THE EMERGENCY/GOVERNMENTAL SERVICES ACCESS EASEMENT IS LOCATED) DESIGNATED AS (INSERT IN QUOTES THE DESIGNATION ON THE PLAT – WILL GENERALLY BE "E.V.A.",

**"EMERGENCY ACCESS EASEMENT" OF "E.A.")** AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREA(S)"). THE ACCESS EASEMENTS DEDICATED HEREON ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS FACILITIES"). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS FACILITIES IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS FACILITIES AS NEEDED TO KEEP THEM IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE EMERGENCY ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE EMERGENCY ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT(S) DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREA(S).

- *(This is a broader easement – allows anyone providing services (i.e. Trash) on behalf of city to use easement and allows all other governmental entities to use it. Make sure this language is included. This is for general access as well as other access.)*

**Insert Owner's Name)** ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER, ACROSS AND THROUGH **(Insert Private Street Tract(s))** AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSE OF PROVIDING, RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF **(Insert Private Street Tract(s))**.

## **10. DEDICATION OF VEHICLE NON-ACCESS EASEMENT**

- *(This should be dedicated to both the City and the HOA)*

**(INSERT OWNER'S NAME)** ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO **(Insert**

(HOA's Name), NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

## 11. DEDICATION FOR SIDEWALK EASEMENTS

➤ *(This is used when there are specific areas where public sidewalks are to be installed that are outside the right of way being dedicated to the city and outside the public utility easement areas.)*

(INSERT OWNER'S NAME) ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR SIDEWALK EASEMENTS ON, OVER, AND ACROSS THOSE AREAS IN THIS FINAL PLAT IDENTIFIED AS SIDEWALK EASEMENTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("SIDEWALK EASEMENT AREAS"). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS. THE SIDEWALK EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SIDEWALK EASEMENT AREAS.

## 12. MOTORCOURT ACCESS EASEMENT

➤ *(Use this when there are driveways/alleys provide access to adjacent properties, but are not intended for access to all members of HOA.)*

(INSERT OWNER'S NAME) ("OWNER"), HEREBY DEDICATES TO (Insert HOA's Name) (THE "HOA") A MOTOR COURT EASEMENT OVER, ACROSS AND THROUGH TRACTS (Insert All Tracts in which Motor Court Easements Are Located) INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN ("MOTOR COURT EASEMENT AREAS") FOR THE PURPOSE OF ENTERING, INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ALL IMPROVEMENTS NECESSARY TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. THE HOA SHALL BE AND REMAIN RESPONSIBLE FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR AND REPLACEMENT OF THE IMPROVEMENTS NECESSARY TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. NO MERGER OF TITLE, ESTATE, OR INTEREST SHALL BE DEEMED TO OCCUR BY ANY CONTEMPORANEOUS OR SUBSEQUENT DEED, GRANT OR ASSIGNMENT OF INTEREST OR ESTATE TO (Insert HOA's Name) IN TRACTS (Insert All Tracts in which Motor Court Easements Are Located) INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN. (Insert Owner's Name) ("OWNER") FURTHER DEDICATES TO THE OWNERS OF THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS NON-EXCLUSIVE PERMANENT ACCESS EASEMENTS OVER, ACROSS AND THROUGH THE MOTOR COURT EASEMENT AREAS FOR USE BY THE OWNERS OF LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS AND THEIR

RESPECTIVE INVITEES FOR THE PURPOSE OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. THE MOTOR COURT EASEMENTS AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS *(Insert All Tracts in which Motor Court Easements Are Located)*.

### **13. DEDICATION OF PRIVATE STREETS TRACTS AND OPEN SPACE TRACTS TO THE HOA**

➤ *(This will generally include all tracts, but if there is a median in a street, that will be owned by the City so that tract will not be included.)*

*(INSERT OWNER'S NAME)* ("OWNER"), HEREBY DECLARES *(Insert All Tracts that will be owned by HOA)* AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE *(Insert HOA Name)* AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO *(Insert HOA Name)* *(Insert All Tracts that will be owned by HOA)* FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

### **14. SPECIAL ENHANCED PAVEMENT EASEMENT LANGUAGE**

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF ENHANCED PAVEMENT OVER THE AREA DESIGNATED AS ENHANCED PAVEMENT AREA "E.P.E." WITHIN RIGHT-OF-WAY BEING CONVEYED TO THE CITY HEREON, *(Insert Owner's Name)* ("OWNER") AGREES THAT ENHANCED PAVEMENT SHALL BE INSTALLED AT OWNER'S SOLE COST IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. UPON COMPLETION OF THE ENHANCED PAVEMENT AND ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY ENGINEER OR HIS/HER DESIGNEE FOLLOWING THE EXPIRATION OF A TWO-YEAR WARRANTY PERIOD, *(Insert HOA's Name)* AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE THE ENHANCED PAVEMENT SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. ALL PERMITS REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS-OF-WAY SHALL BE OBTAINED. *(Insert HOA's Name)* EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE ENHANCED PAVEMENT, INCLUDING THE FAILURE TO MAINTAIN THE ENHANCED PAVEMENT AS REQUIRED HEREIN. EXCEPT AS PROVIDED HEREIN, *(Insert HOA's Name)* SHALL REPAIR, REPLACE AND/OR MAINTAIN THE ENHANCED PAVEMENT IMPROVEMENTS WITHIN SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE ENHANCED PAVEMENT IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE REPAIRS TO ITS STREETS/RIGHTS-OF-WAY, INCLUDING THE STREETS/RIGHTS-OF-WAY WITHIN THE ENHANCED PAVEMENT AREA IN ANY FASHION IT DEEMS NECESSARY WITHOUT NOTICE TO THE *(Insert HOA's Name)* WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE ENHANCED PAVEMENT IMPROVEMENTS PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND

REQUIRE REPAIRS SOONER THAN THE SIXTY (60) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE REPAIRS OR REPLACEMENTS THE CITY MAKES WILL BE LIMITED TO REPAIRS TO PRESERVE THE INTEGRITY OF THE ROAD, NOT THE ENHANCED PAVEMENT IMPROVEMENTS, AND FOLLOWING SUCH IMPROVEMENTS, THE CITY SHALL NOTIFY THE (Insert HOA's Name) OF THE NEED FOR REPAIRS, REPLACEMENTS AND/OR MAINTENANCE SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF THE (Insert HOA's Name) FAILS TO COMPLETE SUCH REPAIRS WITHIN THE SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE; AND IF THE CITY UNDERTAKES SUCH WORK, THE (Insert HOA's Name) SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE (Insert HOA's Name)'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE (Insert HOA's Name)'S OBLIGATIONS HEREUNDER.

#### **15. INSERT PRIOR TO OWNER'S SIGNATURE AT END OF DEDICATION SECTION**

(Insert Owner's Name) ("GRANTOR"), WARRANTS AND COVENANTS TO THE CITY OF GOODYEAR, (Insert HOA's Name) AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "GRANTEE") THAT GRANTOR IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY DESCRIBED HEREIN; THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN; AND THAT GRANTEE SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS WITH RESPECT TO THE PROPERTY BEING CONVEYED HEREIN.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND (Insert Owner's Name) HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF GRANTEE'S SUCCESSORS AND ASSIGNS.

#### **16. LENDER'S CONSENT AND SUBORDINATION LANGUAGE**

THE UNDERSIGNED, AS THE BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED (Insert date of Deed of Trust) RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. (Insert recording number) (THE "DEED OF TRUST") AND THE ASSIGNMENT OF RENTS DATED (Insert date of Assignment of Rents) RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AS DOCUMENT NUMBER (Insert recording number) (THE "ASSIGNMENT OF RENTS") ENCUMBERING THE PROPERTY SUBJECT TO THIS FINAL PLAT, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT AND DOES HEREBY RELEASE FROM THE DEED OF TRUST AND THE LOAN SECURED THEREBY THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON THIS FINAL PLAT. THE UNDERSIGNED, ON BEHALF OF ITSELF AND ALL FUTURE SUCCESSOR AND ASSIGNS TO THE DEED OF TRUST AND ASSIGNMENT OF RENTS, HEREBY SUBORDINATES THE DEED OF TRUST AND THE LOAN SECURED THEREBY AND THE ASSIGNMENT OF

RENTS TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT AND AGREES THAT ANY ACQUISITION, TRANSFER, OR SALE OF ALL OR PART OF THE PROPERTY SUBJECT TO THE DEED OF TRUST AND ASSIGNMENT OF RENTS WHETHER BY FORECLOSURE, DEED-IN-LIEU OR OTHER MEANS, SHALL BE BOUND TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST OR THE ASSIGNMENT OF RENTS UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THE DEED OF TRUST AND ASSIGNMENT OF RENTS.

### **17. HOMEOWNER'S ASSOCIATION RATIFICATION LANGUAGE**

BY THIS RATIFICATION AND CONSENT, (Insert HOA's Name) HEREBY: (i) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO (Insert HOA's Name) IN THIS FINAL PLAT; (ii) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (iii) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS (Insert All Tracts that are being conveyed to HOA) AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

### **Contact Us**

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