GENERAL NOTES

- 1. Construction within utility easements shall be limited to utilities, removable fences & drives.
- 2. No structures of any kind may be constructed, nor any vegetation planted or be allowed to grow, within drainage easements which would impede the flow of water through the easements.
- 3. The property subject to this plat lies within an area designated Zone "X" in the Community no. 040132 Panel no. 3080 dated Dec. 03, 1993 and is not within the limits of a 100 yr. flood plain.

4. Pegasus Airpark Unit One is served by Queen Creek Water Co. and has an assured water supply pursuant to ARS 45-576 and A.A.C. R-12-15-701 et. seq.

- 5. The Town of Queen Creek is not responsible for and will not accept maintenance of any private utilities, streets, facilities, or landscaped areas, etc., within this project.
- 6. The 33' easement for roadway per Document no. 1077, Page 550 M.C.R. is hereby been abandoned with the recordation of this plat. The 20' easement for roadway per Document No. 88-497251, MCR is hereby abandoned with the recordation of this plat.
- Lots 22 through 29 and 46 through 49 are subject to offsite drainage from the adjacent taxiway to the south, and shall be constructed accordingly.
- 8. Each lot shall provide for its storm water retention and the storm water retention of the half street adjacent to each lot in accordance with approved grading plans and drainage report. The lot owner shall be responsible to ensure that the retention requirements are provided at all times. Individual lots are required to retain a minimum of 12,000 cubic feet of storm water on-site.
- Pegasus Airpark is subject to noise levels from aircraft based therein and may experience aircraft overflights and noise from a variety of aircraft due to its close proximity to Williams Gateway Airport. Each lot shall be subject to noise or sound attenuation measures satisfactory to the Town of Queen Creek and which are consistent with requirements for properties located in areas designated as Airport Overflight Area III.
- 10. Pegasus Airpark is subject to Special Use Permit for Pegasus Airpark, Queen Creek. Arizona (SU01-97), as it may be amended from time to time, the terms of which shall apply to Pegasus Airpark Unit One, its Owners, and occupants.
- 11. The Owners of all lots having runway access and all persons renting or leasing a tie-down from the Pegasus Airpark Flight Association, an Arizona nonprofit corporation (or owning a tie-down, if such are available for private ownership), shall be mandatory members of the Pegasus Airpark Flight Association (regardless of whether such Owner or person is an active pilot or aircraft owner), and shall be subject to all rules, regulations and assessments established or imposed by the Flight Association.
- 12. Each Owner shall have the responsibility of engineering, grading and otherwise preparing his Lot for the construction of any improvements thereon, including without limitation the obligation to pay all engineering fees and costs associated with site preparation, such as the removal and disposal of excess dirt or the purchase and placement of additional fill dirt.
- 13. The Association shall maintain and manage all Common Areas, which shall specifically include (i) the private roads within Pegasus Airpark, (ii) the equestrian trails or easements within Pegasus Airpark, (iii) the irrigation easements within Pegasus Airpark, (iv) the tracts or areas dedicated for landscaping along the entry road, and (v) landscape areas within open spaces, tracts, arterial streets and collector rights-of-way created or dedicated specifically for the benefit of Pegasus Airpark.
- 14. Landscaping within the major street and public right-of-way to the back of the curb shall be maintained by the Pegasus Airpark Homeowners Association. Owners of Lots numbered 14, 17, 18, 33, 34, 41 and 42 shall be responsible for the payment of all costs of construction and maintenance of the wall (or fencing) and the installation and maintenance of the landscaping adjacent to the street side yards of such Lots, respectively. Each wall (including the pillars thereof) shall be constructed in accordance with and pursuant to the design prepared therefore by pd/Saurey Associates.

		•	and olish	
			e to	
In	wit	nes	s wl	here

In witness whereof Circle G Pegasus, L.L.C., an Arizona Limited Liability Company, as owner, has hereunto caused its name to be signed by the undersigned duly authorized representative this <u>24</u> day of <u>FANUARY</u> 2001.

ITS: MEMBER

SUBORDINATION

In witness whereof the undersigned has signed its name hereon this_____*29⁷⁴*____day of January, 2001.

Queen Creek Ten, Inc., a Texas Corporation

BY: <u>Faul Jorde</u> ITS: <u>Vire</u> Prisident

LOT	AREAS	

Lot1	44,357	s.f.	1.0183	acres	Lot30	55,505	s.f.	1.2742	acres	
Lot2	43,665	s.f.	1.0024	acres	Lot31	51 ,89 8	s.f.	1.1914	acres	
Lot3	43,665	s.f.	1.0024	acres	Lot32	50,773	s.f.	1.1656	acres	
Lot4	43,665	s.f.	1.0024	acres	Lot33	56,735	s.f.	1.3025	acres	
Lot5	43,665	s.f.	1.0024	acres	Lot34	58,692	s.f.	1.3474	acres	
Lot6	43,600	s.f.	1.0009	acres	Lot35	53,290	s.f.	1.2234	acres	
Lot7	43,630	s.f.	1.0016	acres	Lot36	54,936	s.f.	1.2612	acres	
Lot8	43,702	s.f.	1.0033	acres	Lot37	54,936	s.f.	1.2612	acres	
Lot9	43,774	s.f.	1.0049	acres	Lot38	54,936	s.f.	1.2612	acres	
Lot10	43,846	s.f.	1.0066	acres	Lot39	54,936	s.f.	1.2612	acres	
Lot11	43,918	s.f.	1.0082	acres	Lot40	53,341	s.f.	1.2245	acres	
Lot12	43,989	s.f.	1.0099	acres	Lot41	58,572	s.f.	1.3446	acres	
Lot13	44,063	s.f.	1.0116	acres	Lot42	55,714	s.f.	1.2790	acres	
Lot14	61,959	s.f.	1.4224	acres	Lot43	50,680	s.f.	1.1634	acres	
Lot15	52,499	s.f.	1.2052	acres	Lot44	52,882	s.f.	1.2140	acres	
Lot16	50,785	s.f.	1.1659	acres	Lot45	55,385	s.f.	1.2715	acres	
Lot17	55,200	s.f.	1.2672	acres	Lot46	57,786	s.f.	1.3266	acres	
Lot18	54,187	s.f.	1.2440	acres	Lot47	53,693	s.f.	1.2326	acres	
Lot19	48,649	s.f.	1.1168	acres	Lot48	54,353	s.f.	1.2478	acres	
Lot20	49,386	s.f.	1.1337	acres	Lot49	54,353	s.f.	1.2478	acres	
Lot21	50,801	s.f.	1.1662	acres	TractA	4,183	s.f.	0.0960	acres	
Lot22	53,630	s.f.	1.2312	acres	TractB	477,269	s.f.	10.9566	acres	
Lot23	52,660	s.f.	1.2089	acres	TractC	96,530	s.f.	2.2160	acres	
Lot24	53,244	s.f.	1.2223	acres	TractD	153,304	s.f.	3.5194	acres	
Lot25	53,244	s.f.	1.2223	acres	Tract0	68	s.f.	0.0016	acres	
Lot26	53,244	s.f.	1.2223	acres	RW	2,902	s.f.	0.0666	acres	
Lot27	53,244	s.f.	1.2223	acres	Total	3,248,817	s.f.	74.5826	acres	
Lot28	52,449	s.f.	1.2041	acres						
Lot29	56,449	s.f.	1.2959	acres	BDRY	3,248,817	s.f.	74.5826	acres	

DEDICATION

STATE OF ARIZONA

the non-exclusive use of Tract B for roadway purposes and for ent and maintenance of such equestrian trails as may be created ime by the Association.

Know all men by these presents: Circle G Pegasus, L.L.C., an Arizona Limited Liability Company, as owner, has subdivided under the name of Pegasus Airpark Unit One, a portion of the South One Half of Section 34, and the Southwest Quarter of Section 35, Township 2 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, as shown platted hereon and hereby publishes this plat as and for the plat of Pegasus Airpark Unit One, and hereby declares that this plat sets forth the location and gives the dimensions of the lots, tracts, streets, and easements constituting the subdivision, and declares that each lot, tract, and street shall be known by the number, letter or name that is given to each such lot, tract, and street on this plat, respectively. Further, the owner hereby dedicates to the public (1) the public easements as depicted on this plat for the purposes shown, (2) the public rights-of-way for Empire Boulevard as shown hereon, (3) non-exclusive public drainage easements over Tracts B through D and O, (4) a public utility easement and ingress/egress easement over the entire area of Tracts A. B and O. All other streets and tracts are not dedicated to the public, but are reserved for the exclusive use of the owners of lots within Pegasus Airpark Unit One, Pegasus Airpark Homeowners Association (the "Association"), other associations to which the owner(s) belong by virtue of being owner(s) of lot(s) within Pegasus Airpark Unit One, the owner of the fixed base operation and the owners of lots within any additional properties (as such terms are defined in the Declaration Of Covenants, Conditions, and Restrictions of Pegasus Airpark (Residential Property) to be recorded in the records of the Maricopa County Recorder's Office with the recordation of this plat) and their quests, invitees and licensees; such reservations and uses shall include, without limitation, the non-exclusive use of Tracts C & D as taxiways for the purpose of providing access to the lots by

FINAL PLAT Α

OF

PEGASUS AIRPARK UNIT ONE

A PORTION OF THE SOUTH ONE HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35 T. 2, S., R. 7, E., GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA

COUNTY OF MARICOPA

by these presents that the undersigned, as Beneficiary of that of Trust and Assignment of Rents recorded in the Official Records pa County Recorder on November 15, 2000, as Document No.), hereby ratifies, affirms and approves this plat, the Declaration Conditions and Restrictions for Pegasus Airpark (Residential e recorded concurrently herewith, and each and every dedication, condition contained herein and therein, and does hereby e above-described Deed of Trust and Assignment of Rents

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

On this <u>24¹⁷</u> day of <u>January</u> <u>2001</u>, before me, the undersigned Notary Public, appeared <u>Road Secotionewicz</u> who acknowledged himself to be <u>Member</u> of Circle of Circle G Pegasus, L.L.C., an Arizona Limited Liability Company, and that he executed this instrument for the purposes herein contained.

IN WITNESS WHEREOF: I hereunto set my hand and official seal. SEAL.

My Commission Expires: 10-16-04 Notary Public DANIEL K. JOHNSON Notary Public - Arizona MARICOPA COUNTY My Commission Expires OCTOBER 16, 2004 STATE OF ARIZONA

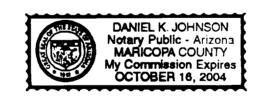
COUNTY OF MARICOPA

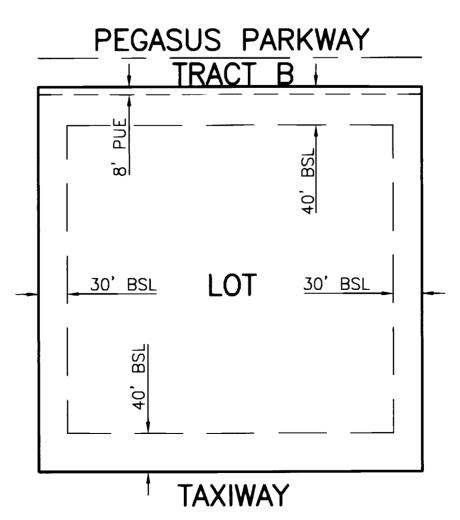
On this $2q^{T^{h}}$ day of $3a_{n}uary 2001$, before me, the undersigned Notary Public, appeared Paul sordsacknowledged himself to be <u>Vicr President</u> of Queen Creek Ten, Inc., a Texas Corporation and that he executed this

instrument for the purposes herein contained.

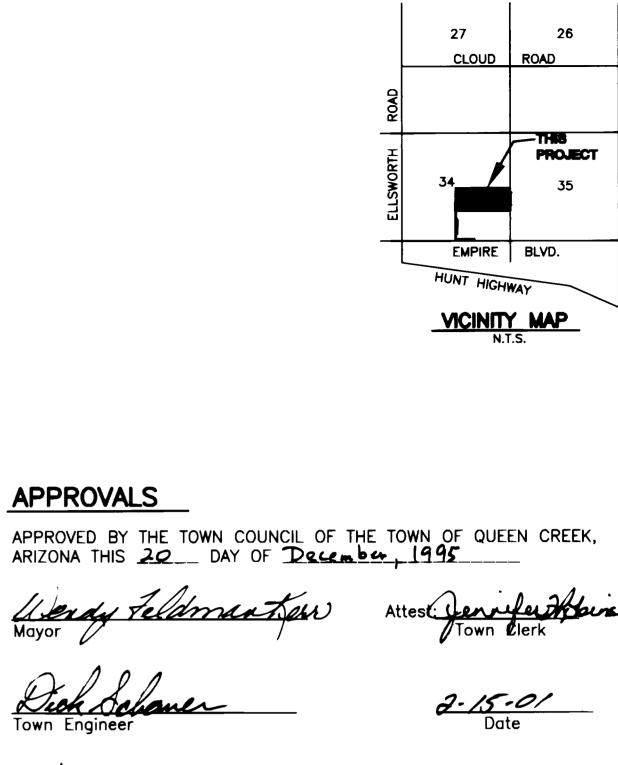
IN WITNESS WHEREOF: I hereunto set my hand and official seal. SEAL.

My Commission Expires: 10 - 16 - 04





TYPICAL BUILDING SETBACK N.T.S.



ASSURANCE STATEMENT

Developers Surety and Assurance in the form of a <u>bond</u>, issued from Indemnity Co. in the amount of **\$328,440.00** has been deposited with the Town Engineer to guarantee construction of the required subdivision improvements.

2.15.01

DEVELOPER / OWNER

CIRCLE G PEGASUS, L.L.C. 2220 S. Country Club, Suite 107 Mesa. AZ 85210 Phone: (480) 632-7272

CERTIFICATION

I. Gail A. Morgan, hereby certify that I am a Registered Land Surveyor in the State of Arizona; that this final plat correctly represents a survey done under my supervision during the month of July, 1997; that the survey is true and complete as shown; that the monuments shown actually exist as shown or will be set; that their positions are correct and accurate as shown; and that said monuments are sufficient to enable the survey to be retraced.



BOOK 556 PAGE 03 OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL 2001 - 0161783

03/02/2001 09:52

AGRA Infrastructure, Inc.

SHEET 1 OF 2 Job No. 01 1999 137

ENGINEERING GLOBAL SOLUTIONS

4435 E. HOLMES AVE.

MESA, ARIZONA 85206 PHONE (480) 830-3700 FAX (480) 830-3903

55403

1/34/01

1/29/01

