Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, February 14, 2012 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL
Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 24, 2012.

2. Approve appointment for the Planning and Zoning Commission of Mr. Jasper Sanger, representing District 1, for a four-year term ending December 31, 2016 and Mr. Shawn Wales, representing District 3, for a four-year term ending December 31, 2016.

Community Development

3. Approve an Intergovernmental Agreement between the St. David Fire District and Cochise County for Highway and Public Works Projects.

4. Approve the Amended Final Plat for the Kings Ranch at Coronado Subdivision to reflect new Ownership and Assurance Agreement, to change the name from Kings Ranch Estates; to dedicate the roadways to the public; and to accept approximately 10 acres for stormwater detention and recharge facilities.

County Attorney

5. Approve the proposed settlement of the tax appeal in Kenneth A. Wendt Sr. v. Cochise County, Tax Case No. ST2011-000570 (Assessor parcel No. 106-25-010E), now pending in the Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

6. Approve the proposed settlement of the tax appeal in David Ian Clark and Meiko Hara Clark v. Cochise County, ST2011-000630, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

7. Approve the proposed settlement of the tax appeal in Gary L. Sanders and Evadean Sanders v. Cochise County, Tax Appeal Case No. ST2011-000453 (Assessor parcel no. 104-02-053), now pending in the Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

8. Approve the proposed settlement of the tax appeal in Equity Trust Company v. Cochise County, ST2011-000496, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Sheriff

9. Approve the Work and Financial Plan, Agreement Number 12-73-04-0228-RA, between Cochise County and the U.S. Department of Agriculture Animal and Plant Health Inspection Service, Wildlife Services, pursuant to the existing Cooperative Service Agreement No. 09-73-04-0228-RA, to assign a Wildlife Specialist to Cochise County for predator and disease control for the term of July 1, 2012 to June 30, 2013 at a cost of $38,364.

Finance

10. Approve demands and budget amendments for operating transfers.

Fleet

11. Approve the award of Invitation for Bids (IFB) No. 12-11-FMD-04 to Lawley Motors LLC for the purchase of five Chevrolet Silverado 4WD Crew Cab Trucks for the Fleet Management Department in the amount of $145,112 plus applicable tax.

PUBLIC HEARINGS

Community Development

12. Adopt Zoning Ordinance 12-02 to approve Docket R-11-06, amending Article 17 of the Cochise County Zoning Regulations regarding our Lot Development Administrative Modification process.

13. Adopt Zoning Ordinance 12-03 to approve Docket R-11-07, amending Article 4 of the Cochise County Zoning Regulations regarding areas designated by the Comprehensive Plan as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER).

14. Adopt Zoning Ordinance 12-04 to approve Docket R-11-09, amending Section 2003 of the Cochise County Zoning Regulations pertaining to identifying or verifying Legal Nonconformances or "grandfathered" uses.

ACTION

Community Development

15. Approve an Intergovernmental Agreement between Pima County and Cochise County for Road Maintenance of San Pedro River Road (an extension of Cascabel Road) for approximately nine miles to the Pima-Pinal County line, effective upon execution by both parties and effective for five years.

Human Resources

16. Adopt Resolution 12-01 to approve a revised Cochise County Human Resources Policy Manual set forth in Exhibit A, rescind previously adopted Human Resources Policies listed in Exhibit B, and approve amendments to the Cochise County Merit System Rules thereby amending the policies listed in Exhibit C; all changes to be effective April 1, 2012.

Procurement

17. Approve change order requests in the not to exceed amount of $32,988 to Concord General Contracting for design changes and an additional 10 days work for completion of the Douglas Government Center Construction Project as outlined in attached Change Order Requests #24 and 28.

STATE & FEDERAL LEGISLATION

18. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached agenda.

    - County Supervisors Association Legislative Policy Committee Agenda for February 10, 2012 (see attached)

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Consent 1.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 02/14/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of January 24, 2012.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Attachments

Minutes

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD 0N
TUESDAY, JANUARY 24, 2012

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, January 24, 2012 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Richard Searle, Chairman; Patrick Call, Vice-Chairman; Ann English, Supervisor; Michael Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator, Dave Fifer, Deputy County Attorney; and Katie Howard, Clerk of the Board.

Chairman Searle called the meeting to order at 10:00 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL – All three supervisors present

CONSENT

Board of Supervisors
1. Approve the Minutes of the regular meeting of the Board of January 10, 2012.

Community Development
2. Adopt Zoning Ordinance 12-01, to approve Docket Z-11-02 rezoning parcels 301-42-116A; 301-42-140, 141, 142, 143, 147A, and 151A from TR-36 to RU-4, pursuant to the application by Thomas Zerkle.

3. Acknowledge satisfaction of obligation for recorded Development Agreement executed in October 2007 and fully completed in April 2011.

4. Approve a comment letter intended for the Bureau of Land Management (BLM) regarding that agency's Solar Energy Draft Programmatic Environmental Impact Statement (PEIS).

County Attorney
5. Authorize the Arizona Attorney General's Office to represent Cochise County in all tax appeal litigation of centrally assessed property for tax years 2011 and 2012. This would include, but not be limited to cases filed by Cable One Inc and Sulphur Springs Valley Electric Co-op.

County Sheriff
6. Approve contract number 2012-DOJ-015(2011) from the Governor's Office of Highway Safety which provides the Sheriff's Office with $5,000 in overtime and equipment costs to conduct underage alcohol enforcement and education with a grant period of June 1, 2011 to December 31, 2012.

Finance
7. Approve demands and budget amendments for operating transfers.

Warrant No. 54811-54835, 54869-54891, 55024-55064 and 55067-55193 were issued in the amount of $1,161.787.77.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. Issued warrants are listed as an attachment at the end of the minutes.

Issued warrants are listed as an attachment at the end of the minutes

Health

8. Approve Contractor Identity Specimen Collection Agreement, between the Laboratory Corporation of America (LabCorp) and Cochise Health & Social Services, for a specified fee of $13/collection occurring at Health offices around Cochise County.

Vice-Chairman Call made a motion to approve items 1-8 of the Consent Agenda. Supervisor English seconded the motion and it carried unanimously.

ACTION

Community Development
9. Approve Intergovernmental Agreement 11-037 between the State of Arizona and Cochise County for drainage and realignment improvements on Davis Road.

Supervisor English made a motion to approve Intergovernmental Agreement 11-037 between the State of Arizona and Cochise County for drainage and realignment improvements on Davis Road. Vice-Chairman Call seconded the motion.

Ms. Karen Lamberton, Transportation Planner, presented this item using a PowerPoint presentation. Ms. Lamberton explained that this was originally a congressional earmark that became available to the County in 2003, with an IGA developed in 2009. She gave the details of the IGA: this is the third of three IGAs that is $2.375 million primarily for milepost 9.9 on Davis Road. It is the most significant of the drainage realignment projects and staff is recommending approval. Ms. Lamberton also explained the earmark process.

Chairman Searle called for the vote and it carried 3-0.

CALL TO THE PUBLIC

Chairman Searle opened the Call to the Public.

Mr. Jack Cook addressed the Board on matters of personal concern.

No one else wished to address the Board and Chairman Searle closed the Call to the Public.

STATE & FEDERAL LEGISLATION

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached agenda.

County Supervisors Association Legislative Policy Committee Agenda for January 20, 2012 *(see attached)*

Mr. Ortega reported that the prisoner shift is still on the table, but not in the Governor's budget; if it goes away would reduce projected costs by $1.1million. Senator Griffin is working on a couple of legislation items suggested by Cochise County: the costs of sex offenders/fees and the county highway designation. He said the state is in better shape than expected, which may result in a smaller hit than previous years.

Supervisor English mentioned a couple of AACo bills: HB2411 requiring elected officials' to take a drug test. AACo is opposed to the criminal trial jury for justice courts; the bill requiring federal law enforcement officers to notify the County Sheriff before taking law enforcement actions; and the consolidation of elections. She said one thing that affects us is the Class 3 fixes/homeowner's rebate on taxes – looking at addresses on tax bills to determine if they are owner-occupied; out-of-county addresses and how to count parcels. Also, according to AACO, Representative Cavanaugh wants inmate shift to become a part of the budget process versus being a bill that can be voted on.

Mr. Ortega said HB2411 is sponsored by Stephens, Antenori, Griffin and Shooter.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega made no report.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1
Vice-Chairman Call said he will be attending the Water Resources Development Commission Legislative Working Group on Monday, January 30th regarding recommendations to the legislature for water use in the state of Arizona and also the Board Retreat on Tuesday, January 31st.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2
Supervisor English reported that she will be attending the County Supervisors Association (CSA) Legislative reception tomorrow and the meeting the following day.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3
Chairman Searle said he attended the International Boundary Water Commission meeting last week in Rio Rico regarding the e-coli situation on the San Pedro.

Chairman Searle adjourned the meeting at 10:16 a.m.

_____
Richard Searle, Chairman

ATTEST:

_____
Katie Howard, Clerk of the Board

((SUPPORTING DOCUMENTATION IS AVAILABLE AT THE BOARD OF SUPERVISORS' OFFICE) at (520) 432-9200, FAX (520) 432-5016, TDD (520) 432-8360, 1415 Melody Lane, Building G, Bisbee, Arizona 85603.

54644	01/05/2012	Apria Healthcare, Inc.	$192.72
54645	01/05/2012	AZ Inpatient Medicine Associates	$142.69
54646	01/05/2012	AZ World Express	$18.86
54647	01/05/2012	Benson Hospital Corporation	$29.19
54648	01/05/2012	Carondelet Health Care Corp	$35.48
54649	01/05/2012	Carondelet Specialist Group, Inc.	$1.32
54650	01/05/2012	Community Healthcare of Douglas, Inc.	$568.65
54651	01/05/2012	Crane Medical Transportation	$501.76
54652	01/05/2012	Evangelical Lutheran Good Samaritan Society	$3,820.50
54653	01/05/2012	GAMBRO Healthcare-Sierra Vista	$1,785.78
54654	01/05/2012	Hospitalists of AZ	$31.94
54655	01/05/2012	KeyaMed Inc.	$75.22
54656	01/05/2012	La Solana Care and Rehab, Inc.	$60.72
54657	01/05/2012	Radiologists of Sierra Vista	$28.02
54658	01/05/2012	Renal Care Associates	$28.12
54659	01/05/2012	RF Eye PC dba Cochise Eye & Laser	$50.70
54660	01/05/2012	Sierra Vista Regional Health Center	$645.00
54661	01/05/2012	Susini, Laurence, MD PC	$5.52
54662	01/05/2012	Tucson Medical Center	$824.16
54663	01/05/2012	University Physicians Hospital at Kino	$1,144.41
54664	01/05/2012	Urological Associates / Southern AZ	$170.93
54665	01/04/2012	JP Morgan Chase	$212,857.13
54666	01/04/2012	Ambrose, Adam	$208.00
54667	01/04/2012	AZ Public Service (APS)	$32,701.93
54668	01/04/2012	AZ Public Service (APS)	$1,310.33
54669	01/04/2012	Bella Vista Water Company-Liberty Water	$1,063.80
54670	01/04/2012	Bisbee Observer	$102.71
54671	01/04/2012	Bisbee Observer	$114.73
54672	01/04/2012	Bowie Water Improvement District	$39.79
54673	01/04/2012	Cable One	$99.95
54674	01/04/2012	Calvert, Ernestine	$150.00
54675	01/04/2012	CenturyLink	$2,299.95
54676	01/04/2012	CenturyLink	$22.57
54677	01/04/2012	CenturyLink	$67.81
54678	01/04/2012	Cochise County Farmers Association	$3,674.85
54679	01/04/2012	Douglas, City of	$207.23
54680	01/04/2012	Douglas, City of	$166.59
54681	01/04/2012	Elfrida Water Improvement	$27.86
54682	01/04/2012	Elkins, Martha R	$260.00
54683	01/04/2012	Galvez, Juan	$150.00
54684	01/04/2012	Graves, Brigitte	$150.00
54685	01/04/2012	Morris, Patricia	$150.00
54686	01/04/2012	Southwest Gas Corporation	$2,758.17
54687	01/04/2012	Sparkletts	$91.50
54688	01/04/2012	Sulphur Springs Valley Elec Coop, Inc.	$2,894.39
54689	01/04/2012	Sulphur Springs Valley Elec Coop, Inc.	$278.17
54690	01/04/2012	Sulphur Springs Valley Elec Coop, Inc.	$556.10
54691	01/04/2012	Valley Telephone Cooperative, Inc.	$1,974.88
54692	01/04/2012	Verizon Wireless	$57.15
54693	01/04/2012	Verizon Wireless	$120.29
54694	01/04/2012	Waste Mmgt of AZ- Sierra Vista Hauling	$196.98
54695	01/04/2012	Waste Mmgt of AZ- Sierra Vista Hauling	$210.97
54696	01/04/2012	Willcox, City of	$1,965.88
54697	01/04/2012	Willcox, City of	$763.57
54698	01/04/2012	Campbell, Ken	$50.00
54699	01/04/2012	Robbs, Floyd	$227.45
54700	01/05/2012	323.TV, LLC	$9,474.00
54701	01/05/2012	A.L.E.R.T.AZ Law Enforcement Radar Technology	$1,420.67
54702	01/05/2012	ACE Hardware - Bisbee	$294.46
54703	01/05/2012	Adamson, Bruce	$100.00
54704	01/05/2012	Aqua Life	$13.50
54705	01/05/2012	ARAMARK Services, Inc.	$40,479.90
54706	01/05/2012	AZ Department of Corrections - Douglas	$29.75
54707	01/05/2012	AZ Department of Corrections - Douglas	$1,591.61
54708	01/05/2012	AZ Public Service (APS)	$1,760.95
54709	01/05/2012	AZ State Prison Complex - Fort Grant	$165.00
54710	01/05/2012	AZ State Prison Complex - Fort Grant	$66.45
54711	01/05/2012	AZ State Prison Complex - Fort Grant	$378.78
54712	01/05/2012	AZ State Prison Complex - Fort Grant	$210.00
54713	01/05/2012	AZ Supreme Court	$400.00
54714	01/05/2012	Ascent Aviation Group, Inc.	$349.01
54715	01/05/2012	B & D Lumber & Hardware	$228.02
54716	01/05/2012	Benson, City of	$35.64
54717	01/05/2012	Bisbee, City of (Ambulance)	$974.79
54718	01/05/2012	Bissell, Morningstar	$25.65
54719	01/05/2012	Brady, Ruth N.	$100.00
54720	01/05/2012	Braun, Paulina	$200.00
54721	01/05/2012	Central Alarm Inc	$528.00
54722	01/05/2012	CenturyLink	$108.49
54723	01/05/2012	CenturyLink	$585.82
54724	01/05/2012	CenturyLink	$59.57
54725	01/05/2012	CenturyLink	$155.22
54726	01/05/2012	CenturyLink	$528.99
54727	01/05/2012	CenturyLink	$253.88
54728	01/05/2012	CenturyLink	$24.12
54729	01/05/2012	Certified Folder Display Services, Inc.	$420.00
54730	01/05/2012	Cochise Enterprises, LLC	$6,848.00
54731	01/05/2012	Cochise Private Industry Councel	$32,743.00
54732	01/05/2012	Compass Health Care, Inc.	$2,550.00
54733	01/05/2012	Copper Queen Community Hospital	$8,925.98
54734	01/05/2012	Copper Queen Community Hospital	$581.00
54735	01/05/2012	Copper Queen Community Hospital	$446.82
54736	01/05/2012	Copper Queen Community Hospital	$343.87
54737	01/05/2012	Copygraphix Inc.	$125.00
54738	01/05/2012	Crowell, Pat	$12.08
54739	01/05/2012	Desert Hawk Publications, Inc.	$1,200.00
54740	01/05/2012	Dobson, Donna J.	$240.80
54741	01/05/2012	Elledge, Karl D.	$75.00
54742	01/05/2012	Estes Express Lines	$117.00
54743	01/05/2012	Farmers Investment Co.	$1,758.50
54744	01/05/2012	Federal Express Corporation	$23.31
54745	01/05/2012	Federal Express Corporation	$8.89
54746	01/05/2012	Federal Express Corporation	$32.43
54747	01/05/2012	Frank's Fix It Shop	$10.00
54748	01/05/2012	Frank's Fix It Shop	$37.00
54749	01/05/2012	Frank's Fix It Shop	$63.00
54750	01/05/2012	Frank's Fix It Shop	$43.00
54751	01/05/2012	Gilligan, Judith	$50.40
54752	01/05/2012	Granite Construction Company	$2,187.66
54753	01/05/2012	Kathy N. Bell, N.P.	$1,200.00
54754	01/05/2012	Keefe Supply Company	$4,897.54
54755	01/05/2012	LightSquared LP	$244.47
54756	01/05/2012	Long, Jerrod D. DDS	$789.00
54757	01/05/2012	Madden Preprint Media	$1,730.00
54758	01/05/2012	MGM Associates, Inc.	$557.11
54759	01/05/2012	Network Infrastructure Corporation	$127,459.87
54760	01/05/2012	Presidio Distribution	$75.00
54761	01/05/2012	Pro Petroleum, Inc.	$20,336.68
54762	01/05/2012	Radiologists of Sierra Vista	$26.37
54763	01/05/2012	Safeguard Business Systems	$265.94
54764	01/05/2012	SHI International Corp.	$356.86
54765	01/05/2012	SHI International Corp.	$1,070.57
54766	01/05/2012	Sierra Vista Regional Health Center	$55.00
54767	01/05/2012	Smith, Alan	$200.00
54768	01/05/2012	Stericycle Inc.	$235.44
54769	01/05/2012	Sulphur Springs Valley Elec Coop, Inc.	$721.92
54770	01/05/2012	SWCA Environmental Consultants	$269.99
54771	01/05/2012	SWEA, P.C.	$145.36
54772	01/05/2012	Thompson West - West Payment Center	$110.20
54773	01/05/2012	Thompson West - West Payment Center	$200.74
54774	01/05/2012	U.S. Healthworks Medical Group of AZ, PC	$99.00
54775	01/05/2012	UniFirst Corporation	$812.42
54776	01/05/2012	United Fire Equipment Co	$746.17
54777	01/05/2012	UPS Store	$50.46
54778	01/05/2012	Urological Associates / Southern AZ	$172.80
54779	01/05/2012	Valley Security Service, Inc.	$75.00
54780	01/05/2012	Verhelst Recovery House	$900.00
54781	01/05/2012	Verizon Wireless	$22.64
54782	01/05/2012	West Group	$2,272.57
54783	01/05/2012	Willcox Rock & Sand Inc.	$2,694.66
54784	01/05/2012	Zumar Industries Inc	$3,344.40
54785	01/05/2012	AZ Fiduciaries Association, Inc.	$75.00
54786	01/05/2012	AZDirver.com	$100.00
54787	01/05/2012	Bonham, Marsha	$10.00
54788	01/05/2012	Brt, James	$39.51
54789	01/05/2012	Cochise County Justice Court #4	$10.00
54790	01/05/2012	Cutright, Travis	$27.46
54791	01/05/2012	Fifer, David C.	$22.00
54792	01/05/2012	Hernandez, Luis	$700.00
54793	01/05/2012	Hunter, Jackie Lynn	$33.00
54794	01/05/2012	Liepis, Melodie	$40.00

54795	01/05/2012	McMahan, Jonathan	$225.00
54796	01/05/2012	Ryan, Collett	$84.03
54797	01/05/2012	Searle, Richard	$1,297.52
54798	01/05/2012	Acuna, Gloria	$376.32
54799	01/05/2012	Barker, Greg	$30.80
54800	01/05/2012	Berg, Nancy	$145.32
54801	01/05/2012	Eberwein, Gerald	$1,191.61
54802	01/05/2012	Evans, Michael B	$185.25
54803	01/05/2012	Evans, Michael B	$51.00
54804	01/05/2012	Evans, Michael B	$75.00
54805	01/05/2012	Honorable Trevor L. Ward	$68.00
54806	01/05/2012	Oertel, Brian	$77.00
54807	01/05/2012	Romero, Tracey	$62.44
54808	01/05/2012	Tamez, Marla	$164.64
54809	01/05/2012	Tomlinson, Cheryl	$122.92
54810	01/05/2012	Welch, Catherine	$115.92
54811	01/09/2012	Copygraphix Inc.	$20,028.99
54812	01/09/2012	Western Mental Health & Restoration Services, LLC	$130.00
54813	01/12/2012	Apria Healthcare, Inc.	$200.52
54814	01/12/2012	AZ Family Care Associates (AFCA)	$13.64
54815	01/12/2012	Carondelet Health Care Corp	$83.59
54816	01/12/2012	Cochise County Dialysis & Kidney	$27.84
54817	01/12/2012	Cochise Ear Nose and Throat Associates	$132.96
54818	01/12/2012	Cochise Heart Center, PLLC	$65.62
54819	01/12/2012	Community Healthcare of Douglas, Inc.	$1,889.30
54820	01/12/2012	Elham Medical International	$34.85
54821	01/12/2012	Emergency Surgical Services of AZ, PLLC	$5.38
54822	01/12/2012	Family Medical Center, PLLC	$137.99
54823	01/12/2012	Gorman, Ike B. DPM	$27.08
54824	01/12/2012	Huether MD, Michael	$47.79
54825	01/12/2012	ManorCare Health Services (Tuscon) #488	$100.00
54826	01/12/2012	Pima Pathologists	$14.81
54827	01/12/2012	Radiologists of Sierra Vista	$15.46
54828	01/12/2012	Radiology Ltd	$8.68
54829	01/12/2012	Renal Care Associates	$39.66
54830	01/12/2012	Sierra Vista Regional Health Center	$410.12
54831	01/12/2012	Sierra Vista Regional Health Center	$39.79
54832	01/12/2012	Standage, Gregg P. MD	$19.79
54833	01/12/2012	Susini, Laurence, MD PC	$5.38
54834	01/12/2012	Tucson Medical Center	$160.27
54835	01/12/2012	University Physicians, Inc.	$5.32
54836	01/11/2012	AOC Corrections Officer Retire	$17,923.85
54837	01/11/2012	AZ Department of Revenue	$50.00
54838	01/11/2012	Aron & Associates,P.C.	$292.98
54839	01/11/2012	Bursey & Associates, P.C.	$252.65
54840	01/11/2012	Citibank (South Dakota), N.A.	$174.10
54841	01/11/2012	CitiFinancial-Chandler	$48.94
54842	01/11/2012	Colonial Suppemental Insurance	$51.63
54843	01/11/2012	Correction Officers	$12,286.15
54844	01/11/2012	Correction Officers	$250.53
54845	01/11/2012	DCS	$352.27
54846	01/11/2012	DeConcini McDonald Yetwin	$244.71
54847	01/11/2012	General Revenue Corporation	$234.85
54848	01/11/2012	GMAC, c/o Jennifer A. Christie	$20.33
54849	01/11/2012	Guglielmo, Paul D.	$351.37
54850	01/11/2012	JP Morgan Chase	$975,946.22
54851	01/11/2012	JP Morgan Chase	$39,443.33
54852	01/11/2012	JP Morgan Chase	$316,909.47
54853	01/11/2012	NACO West	$26,945.40
54854	01/11/2012	National Bank	$5,954.55
54855	01/11/2012	Opal Financial, LLC	$214.87
54856	01/11/2012	Public Safety Retirement Syst	$16,975.84
54857	01/11/2012	Public Safety Retirement Syst	$57,341.95
54858	01/11/2012	Public Safety Retirement Syst	$222.83
54859	01/11/2012	Public Safety Retirement Syst	$758.56
54860	01/11/2012	Seidberg Law Offices, P.C.	$340.59
54861	01/11/2012	Seidberg Law Offices, P.C.	$313.82
54862	01/11/2012	Support Payment Clearinghouse	$6,663.07
54863	01/11/2012	TIAA-CREF as agent for JPMorgan Chase	$1,486.00
54864	01/11/2012	U.S. Department of Education	$159.91
54865	01/11/2012	United States Treasury	$100.00
54866	01/11/2012	United States Treasury	$789.76
54867	01/11/2012	United Way	$95.00
54868	01/11/2012	Westlake Services, Inc.	$216.36
54869	01/11/2012	AZ Public Service (APS)	$4,345.94
54870	01/11/2012	AZ Water Company	$114.47
54871	01/11/2012	AZ Water Company	$613.01
54872	01/11/2012	Benson, City of	$291.58
54873	01/11/2012	Bisbee Observer	$39.10
54874	01/11/2012	Bisbee, City of	$7,037.31
54875	01/11/2012	Bowie Water Improvement District	$79.58
54876	01/11/2012	CenturyLink	$5,881.84
54877	01/11/2012	CenturyLink	$4,349.45
54878	01/11/2012	CenturyLink	$58.28
54879	01/11/2012	Douglas, City of	$50.25
54880	01/11/2012	Sierra Vista Herald/Bisbee Daily Review	$86.28
54881	01/11/2012	Southwest Disposal LC	$68.37
54882	01/11/2012	Southwest Gas Corporation	$583.56
54883	01/11/2012	Sparkletts	$27.00
54884	01/11/2012	Sparkletts	$128.20
54885	01/11/2012	Sprint	$29.40
54886	01/11/2012	Sulphur Springs Valley Elec Coop, Inc.	$283.49
54887	01/11/2012	Sulphur Springs Valley Elec Coop, Inc.	$262.43
54888	01/11/2012	Valley Telephone Cooperative, Inc.	$469.60
54889	01/11/2012	Valley Telephone Cooperative, Inc.	$105.42
54890	01/11/2012	Verizon Wireless	$174.21
54891	01/11/2012	Willcox, City of	$266.31
54892	01/12/2012	AZ Department of Administration-Risk Mgmt	$8,624.64
54893	01/12/2012	JP Morgan Chase	$19.07
55024	01/13/2012	Cochise Enterprises, LLC	$6,876.41

Consent 2.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 02/14/2012

Appoint Shawn Wales and Jasper Sanger to the Planning and Zoning Commission

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	na	**TITLE of PRESENTER:**	na
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve appointment for the Planning and Zoning Commission of Mr. Jasper Sanger, representing District 1, for a four-year term ending December 31, 2016 and Mr. Shawn Wales, representing District 3, for a four-year term ending December 31, 2016.

Background:

The Planning and Zoning Commission consists of nine members, three members appointed by each District Supervisor and residing in their respective Supervisorial District. Planning Commissioners serve staggered four year terms and, as such, three Commissioners' terms expire each December 31st. On December 31, 2011, the term of Districts 1 and 3 Planning Commissioners. District 1 Supervisor Pat Call and District 3 Supervisor Richard Searle are recommending the above mentioned appointments of Mr. Jasper Sanger and Mr. Shawn Wales respectively for a four-year term ending on December 31, 2016.

Department's Next Steps (if approved):

Send appointment letter, oath of office and opening meeting law (see BOS staff notes).

Impact of NOT Approving/Alternatives:

There will be a vacancy on the Planning Commission for Districts 1 and 3.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Sanger and Mr. Wales the standard letter from the Board of Supervisor's Office affirming his appointment along with an Oath of Office and Opening Meeting Laws and provide a copy to the Planning Department. The Planning Department will send the appropriate By-Laws and training materials.

Consent 3.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 02/14/2012

Approve an Intergovernmental Agreement between the St. David Fire District and Cochise County for Highway and Public Works Projects

Submitted By: Carlos De La Torre, Community Development

Department: Community Development

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Carlos A. De La Torre	**TITLE of PRESENTER:**	Community Development Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve an Intergovernmental Agreement between the St. David Fire District and Cochise County for Highway and Public Works Projects.

Background:

The St. David Fire District has requested the assistance of Cochise County to mitigate road accessibility problems to and from the St. David Fire Station. Cochise County is not able to provide any assistance to the St. David Fire Department without the execution of an Intergovernmental Agreement. This agreement will be the mechanisms that both the St. David Fire Department and Cochise County will utilize to develop and implement projects.

Department's Next Steps (if approved):

Send a copy of the executed IGA to the St. David Fire District

Impact of NOT Approving/Alternatives:

Cochise County will not be able to provide any assistance to the St. David Fire District

To BOS Staff: Document Disposition/Follow-Up:

Please return two (2) executed copies to the Community Development Department

Attachments

2.14.12 Highway and Public Works Projects IGA w St David Fire District

INTERGOVERNMENTAL AGREEMENT
FOR
HIGHWAY AND PUBLIC WORKS PROJECTS

THIS AGREEMENT is made and entered into by and between Cochise County, a political subdivision (hereinafter called "the COUNTY") and St. David Fire District, a political subdivision within Cochise County (hereinafter called "the Public Agency") for the purpose of exercising their respective joint powers and contracting the services to complete paving and other public works projects.

WHEREAS, the COUNTY has available, on a limited basis, certain employees, equipment and materials through the Cochise County Highway and Floodplain Department which may be of significant benefit on various paving and public works projects of the Public Agency; and

WHEREAS, the cooperative use of COUNTY staff, equipment and materials for work on the Public Agency projects, when such resources are not scheduled for COUNTY projects, may be in the best interests of all citizens of Cochise County; and

WHEREAS, both the COUNTY and the Public Agency are in favor of maximizing the public benefit that can be derived from the cooperative use of public resources; and

WHEREAS, this AGREEMENT, contracting for certain services between governments, is authorized by A.R.S. § 11-951 et seq., A.R.S. § 41-2631 et seq., A.R.S. § 15-213, A.A.C. R7-2-1191 et seq., A.R.S. § 15-1444 and A.A.C. R7-1-505, as applicable,

IT IS HEREBY AGREED THAT:

1. Upon written request of the Public Agency, and subject to the provisions of this Agreement, the County shall make such COUNTY staff, equipment and materials, not otherwise required or scheduled for COUNTY projects, available to assist the Public Agency on paving or public works projects on Public Agency property. COUNTY staff and equipment shall generally be available only outside of the COUNTY's regularly scheduled workweek, unless special arrangements are made for a particular project of exceptional importance. If, in the sole opinion of the Department Director, or his/her designee, the requested COUNTY staff, equipment or materials are not readily available

to fulfill the request, the Public Agency shall be advised of this fact and the COUNTY shall have no further obligation regarding that request. The Department Director shall consider the following factors in making his/her determination as to the availability of COUNTY resources:

a. Type of project. Does the project benefit the County or a significant number of County residents? Generally, projects that involve improvements or maintenance of public roads or flood control/drainage facilities will be preferred over other types of projects.

b. Construction projects that exceed the statutory limits of A.R.S. § 34-201 or A.R.S. § 48-3603.15 will be rejected. For the purposes of this policy, "construction", "operation" and "maintenance" shall be defined consistently with the definitions of A.R.S. § 34-101.

   Construction: Means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. Construction does not include routine operation, routine repair or routine maintenance of and existing facility.

   "Operation & Maintenance": Includes only the routine operation, routine repair, or routine maintenance of existing facilities, structures, buildings or real property or demolition projects costing less than two hundred thousand dollars. This work will not significantly alter the size or shape of the existing improvement and, for roadways or drainage improvements, will not include any change in the type of existing surfacing.

c. Availability of adequate and skilled manpower to conduct the project.

d. Equipment requirements. Does the project involve the efficient use of County-owned equipment?

e. Mobilization requirements for the project. Does the department have the required equipment close by?

f. Are projects equitably distributed among entities and throughout the County? The Department will attempt to prevent a small group of participants from obtaining most of the benefits of this program and will attempt to provide these projects to those entities that may not have the resources to fund the projects by alternative means. The Department

will also attempt to provide opportunities for this work to Department employees throughout the County.

g. Projects should generally not involve more than 14 crew days of work or cost more than $50,000.

h. Potential for liability. In general, the County will not undertake projects with an entity that does not have the capacity to bear the liability associated with it or that may present a significant risk of liability to the County.

2. A request by the Public Agency to include a highway and/or public works project should be submitted to the Highway and Floodplain Department in writing by February 15th of each year for inclusion in the next fiscal year's program. The Department Director will prepare his/her recommendations for the coming fiscal year and the Board of Supervisors will approve an annual IGA Work Plan during its budget process. Special or additional projects may be considered on a case by case basis during the year, resources permitting, if the Public Agency demonstrates exceptional circumstances that preclude the submittal of this project prior to this scheduling date. In such instances, the project shall require the recommendation of the Department Director and prior notification (with right of rejection) to the County Administrator and Board of Supervisors.

3. The Department Director, through his/her designated project manager, shall provide the Public Agency with a written estimate of the anticipated costs prior to the start of the project. The Public Agency must submit a written approval of this estimate and authorization to proceed before the work will begin. The Public Agency warrants and agrees that it will not use the estimate to drive down quotes from private contractors and will contract with the County only where private contracting is not reasonably available. Breach of this provision is cause for the County to refuse or terminate a project.

4. During work on any such Public Agency project, COUNTY staff shall maintain their status as COUNTY employees, but shall perform under the direction and authority of the designated Public Agency supervisor. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency

pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

5. The Department Director, or his/her designee, reserves the right to terminate COUNTY work on any particular project immediately if, in his/her opinion, the work poses any undue risk of harm to persons or property, is not being carried out in conformance with generally accepted standards or is not in compliance with applicable laws or regulations. The designated project supervisor for the County shall retain the authority to take such actions as may be necessary to protect the health and safety of County employees and to maintain and preserve County equipment. The Public Agency shall retain the full responsibility for compliance with all of the laws and regulations that may be applicable to the performance of the subject project on the Public Agency's property, including responsibility for obtaining any necessary permits and complying with its own procurement rules, unless the COUNTY has expressly agreed, in writing, to assume the responsibility for any specific portion of these requirements.

6. The Public Agency shall reimburse the COUNTY for the COUNTY'S performance by the payment of the total cost for the following components of this work:

a. COUNTY employee labor costs will be based on one and one half times each employee's regular County pay rate. This labor costs shall include benefits and all other related costs actually incurred by the COUNTY for this work;

b. Equipment costs, to be billed at the rate paid by the County; including the full costs for all fuel and replacement parts including components consumed by or expended on the work on the project, maintenance, repair and depreciation for each item of equipment used on this project. The County reserves the right to update these rates as necessary. The Public Agency shall be informed of these rates with each proposal and said rates shall be deemed to be an amendment to this Agreement upon receipt, provided that no such amendments shall be applicable to a project that has already been initiated; and

c. The cost of all construction materials, to be billed at the rate paid by the COUNTY for such materials.

The COUNTY shall submit an itemized invoice to the Public Agency for these costs, which shall be paid within twenty (20) days of the date of the invoice. Payment shall be made on the basis of this invoice and shall not be limited or increased by the amount of the prior estimate.

7. Each party agrees to assume responsibility for all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of that party or its agents, officers and employees in the performance of this AGREEMENT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties, their agents, subcontractors and employees in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

8. This AGREEMENT may be terminated by either party upon written notice from either party, with or without cause. Any such termination shall end all further obligations except for the payment for previously performed work and the continuing obligation for any indemnity, as stated above. This AGREEMENT may be canceled pursuant to A.R.S. § 38-511.

9. Pursuant to A.R.S. § 11-952(D), an attorney for the Public Agency and the COUNTY must review this AGREEMENT. For those Public Agencies that are also represented by the Office of the Cochise County Attorney, each party has knowingly and voluntarily authorized the Office of the Cochise County Attorney to conduct his review on its behalf.

10. This AGREEMENT shall run for a period of one year and shall automatically renew at the end of that period unless either party gives notice to the contrary.

11. This AGREEMENT shall not become effective until it is reviewed by legal counsel, executed by both parties and filed with the Cochise County Recorder.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT this _____ day of _____, 2012.

The Public Agency **ST. DAVID FIRE DISTRICT**	**COUNTY OF COCHISE**
By: _____	By: _____
(Print Name) _____	Richard R. Searle, Chairman
(Print Title) _____	of Board of Supervisors

ATTEST:

_____
Clerk

ATTEST:

_____
Katie Howard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Public Agency Attorney

APPROVED AS TO FORM:

_____
Britt W. Hanson, County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for Highway and Public Works

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

APPROVED AS TO FORM this _____ day of _____, 2012

COCHISE COUNTY ATTORNEY

By: _____
Britt W. Hanson, Chief Deputy County Attorney

/ / /

/ / /

/ / /

In accordance with A.R.S. § 11-952 this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the public body or bodies identified below.

This ____ day of _____, 2012

By: _____
Public Agency Legal Counsel

_____
Name of Public Agency

Consent **4.**

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 02/14/2012

Amended Plat for Kings Ranch at Coronado Subdivision

Submitted By: Beverly Wilson, Community Development

Department: Community Development **Division:** Planning

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	Beverly Wilson	**TITLE of PRESENTER:**	Interim Planning Manager

Docket Number (If applicable):

Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Amended Final Plat for the Kings Ranch at Coronado Subdivision to reflect new Ownership and Assurance Agreement, to change the name from Kings Ranch Estates; to dedicate the roadways to the public; and to accept approximately 10 acres for stormwater detention and recharge facilities.

Background:

MEMORANDUM

TO: Cochise County Board of Supervisors
Through: Michael J. Ortega, County Administrator
FROM: Beverly Wilson, Interim Planning Manager
For: Michael Turisk, Interim Planning Director
SUBJECT: Docket S-11-01 (Kings Ranch at Coronado)
DATE: February 3, 2012 for the February 14, 2012 Meeting

I. NATURE OF THE REQUEST
This request, from the Owner, is to amend the approved Kings Ranch Estates subdivision Final Plat to change the name to Kings Ranch at Coronado, to dedicate the roadways to the Public, and to reconfigure various lots, roadways, conservation areas and easements. While the history of this Subdivision follows, current economic conditions have resulted in a change of ownership through a foreclosure action during the past two years. K Ranch, LLC is the new Owner of the property.

The Kings Ranch at Coronado Subdivision is located on the northeast side of Highway 92, north and west of Valley View School in Palominas. This subdivision was the first Conservation Subdivision approved in Cochise County. There were 281 lots ranging in size from 0.86-acre to over 6.5 acres in an RU-4 Zoning District. The internal roads were private, to be maintained by a Homeowners Association. This will be the fourth amended Final Plat filed for this project (See attachment A).

The Department has worked with the new Owners, K Ranch, LLC, to amend the Final Plat, the Covenants, Conditions, and Restrictions (CCRs), and to replace the Assurance Agreement to reflect this

change in ownership. The Owner has presented several options for the ongoing development of this Subdivision, based on the current economic reality for Developers. They have proposed a new business plan for the project to include changing the streets from private to public, removing the planned gates for the community, and creating a denser development. Discussion also included the potential for Cochise County to establish a stormwater recharge system within this development.

On February 8, 2012, the Planning and Zoning Commission will be considering a waive request. Staff is recommending approval for a Waiver per Section 207 of the Subdivision Regulations, which states in item B:

"The Commission shall provide a recommendation to the Board of Supervisors on all waivers."

The waiver was requested to allow the Kings Ranch at Coronado Subdivision Amended Final Plat to be recorded with a larger density bonus than the 34% defined in Section 603.02 of the subdivision regulations. Section 603.02 defines the specific conditions in which density bonuses are granted to Developers who can meet the following conditions: 50% of the site must be set aside as a Conservation area; the proposed subdivision must comply with the design and improvement requirements of the Subdivision Regulations; and the individual lots must conform to requirements for sewage disposal, water distribution systems, and fire protection as described in the Subdivision Regulations. The Regulations allow a density bonus of 34% to 50%, depending upon the level of improvements offered by the Developer.

The proposed amended Final Plat will dedicate 4.14 acres to Cochise County as a "Stormwater and Recharge Tract" for the County's recharge effort. An additional 3.6 acres for the recharge project will be shown on the plat as a 30' wide easement along the entire east boundary of the parcel. The Owner has also agreed to deed to the County three additional lots comprising of 3.13 acres, also for potential recharge sites. In exchange for the approximately 10.87 acres of potential recharge sites,
Staff recommended approval for a modified density bonus, which will allow an additional 22 lots on this plat, including the 3 lots that will be set aside for future recharge use by Cochise County. Allowing the Developer to plat the 19 additional lots would equate to a density bonus of 42%, a net increase of 8% above the 34% allowed under the Subdivision Regulations, while increasing the open space set aside to 51.17%.

Per the Subdivision regulations, lot sizes in a conservation subdivision may be smaller than otherwise allowed in a given Zoning District, provided all the previously mentioned requirements are met. If this parcel was platted under the Conventional subdivision rules, each lot would remain at a minimum 4.0 acres, and the maximum number of lots would depend upon how many acres are used for the roads, public utility easements, and sidewalks, if required. The lot sizes of the current recorded plat for Kings Ranch Estates vary from 0.86 to 6.74 acres. It is important to note that the all of the 19 newly created lots will be a minimum of 1.0 acre to a maximum of 2.97 acres in the proposed amended plat.

II. HISTORY OF THE SUBDIVISON

The original Final Plat was approved by the Board of Supervisors on May 11, 2006 and recorded on May 24, 2006 in Book 15 of Plats, Pages 57 – 57Q (Fee No. 060519936), along with the Assurance Agreement under Fee No. 060519937. The Conservation Easement Management Plan was recorded on that date under Fee No. 060519938 and the CC&Rs document related to all lots and easements except Lot 6 (the ranch house) was recorded on that date under Fee No. 060519939. The Developer was Darrell Dunafon of Dunafon Development LLC, and the Project Engineer was Blaine Reely of Monsoon Consultants.

On May 3, 2007, an administratively approved minor revision to the Final Plat was recorded in Book 15 of Plats, Pages 76 – 76K; this was done without any amendments to or re-recording of the Assurance Agreement, Conservation Easement Management Plan or CC&Rs.

On May 29, 2007, a second administratively approved minor revision to the Final Plat was recorded in

Book 15 of Plats, pages 78 – 78K; again, this was done without any amendments to the Assurance Agreement, Conservation Easement Management Plan or CC&R document.

On May 17, 2008, a Substitute Assurance Agreement was recorded for the subdivision under Fee No. 080306954 for assurances for the improvements associated with Lots 1 through 34 and 36 through 183. This Substitute Assurance Agreement reflected the purchase of Kinjockity Ranch by the Kinjockity Ranch Limited Liability Corporation (LLC), represented by Kenneth Komenda.

On December 11, 2009, the third Amended Plat was approved by the Board of Supervisors and recorded for the Kings Ranch Estates subdivision, in Book 16 of Plats, pages 6 – 6K. Also recorded on December 11, 2009, was an amended Conservation Easement Management Plan.

On April 28, 2010, a Substitute Assurance Agreement was recorded under fee 2010-09276, naming Pioneer Title Agency as the new Trustee for Trust No, 3208271.

The improvements specified by the Assurances were completed for 97 of the lots, which were released by Cochise County on June 5, 2007. These improvements included installation of the private roads, underground utilities, and substantial off-site mitigation to South Highway 92 including turn lanes and deceleration lanes at both entrances. In addition, Lot 35 was released October 28, 2010.

On June 29, 2010, a notice of foreclosure was recorded and the property sold on September 30, 2010 to K Ranch, LLC. An amended subdivision final plat was submitted on January 20, 2012, changing the name to Kings Ranch at Coronado. The revised plan reflects the construction of proposed stormwater recharge easements and additional lots dedicated to Cochise County.

III. PROPOSED AMENDMENTS TO THE FINAL PLAT

Lot Changes and Stormwater Recharge Easements:
Recently, the Cochise County Community Development Department was awarded a $1,693,265.00 grant to design, construct and monitor the performance of a stormwater recharge system. The grant will be used to develop a pilot recharge project in the unincorporated County area in the Upper San Pedro watershed in an effort to capture and recharge excess storm water runoff. Development, even at a rural scale, creates increased runoff due to increased impervious surfaces: roofs, roads, and cleared areas. This project will analyze and design facilities meant to capture this excess runoff (which creates flooding problems downstream) and recharge it for the benefit of the aquifer and/or the San Pedro River. The County identified an area in Palominas that was close to the San Pedro River, already suffering from flooding problems, and included a newly developing area in the upper watershed. These factors made the area a good candidate for the location of the pilot project. K Ranch, LLC, the current owner of the Kings Ranch Estates Subdivision, is that developing area in the upper watershed. They have worked closely with County staff to cooperate in the grant project and to identify potential stormwater recharge sites on the subdivision property. This partnership is crucial to the success of the grant and the new owners have been very cooperative and enthusiastic about participating and assisting County with this project.

The proposed Kings Ranch at Coronado Amended Plat will meet the condition to set aside a minimum of 50% of the site as Conservation Area. There are 840.26 platted acres, of which 426.72 acres are included in the Conservation Easement, which is held by the Arizona Conservation Easement Stewards, Inc., as described in attachment E. A Memorandum of Understanding has been signed by all parties, legitimizing the County's use of this open space in their stormwater recharge project. When the additional three lots are deeded to Cochise County, the land set-aside as open space will increase to 51.17% of the total subdivision, which fulfills the requirement to qualify for a density bonus.
The purpose of the Conservation Subdivision is to provide incentives, in the form of additional lots, for large subdivisions to conserve 50% of the land's natural resources in undeveloped open space, retaining natural stormwater recharge areas, wildlife corridors and existing drought-tolerant vegetation for erosion control, screening and visual amenities. The site is traversed by several washes, one of which is

identified by the Upper San Pedro Partnership Open Space Subcommittee Hydrologic Protection Areas Final Report as important for preserving natural stormwater recharge areas. This wash and its tributaries are all included within the Conservation Easement of the subdivision, along with the ridges that traverse the site. The lands within the original Conservation Easement of the Kinjockity Ranch subdivision remain.

The current Kings Ranch Estates conservation subdivision includes a great deal of the 50% open space set-aside in individual lots. The portion of the Conservation Easement on private property will not allow the owner to fence or in any way preclude access for other subdivision residents. Structures cannot be built in the easement and vegetation must remain natural or be enhanced with drought tolerant vegetation. The only disturbance permitted will be the construction of a leach field for the septic system if necessary which then must be revegetated with drought tolerant vegetation. The portions of individual lots that are part of the Conservation Easement for the subdivision are deemed "Protected Property", pursuant to the Conservation Easement Management Plan. The subdivision Homeowners Association (HOA) will pay a fee to a third-party non-profit conservation management organization to hold the easement in trust and assure its maintenance and integrity in perpetuity. The Amended Kings Ranch at Coronado Subdivision Plat will not change the conservation easements.
The lot numbering schematic for this amended plat has been changed, and is reflected in the Table on Sheet 2 of 12. A new Assurance Agreement will be recorded to cover the entire project, along with a new Lot Release form from Cochise County, to reflect the new lot numbers.

Roads:
The proposed new Kings Ranch at Coronado amended Final Plat reconfigures the roads shown on the previous amended plat to ‘disconnect’ with the proposed “Kings Ranch” subdivision, located on an adjacent parcel to the east. The previously proposed Kings Ranch Estates Unit 2 was not a part of the business transaction of K Ranch, LLC, as they took ownership of Kings Ranch at Coronado. Staff required that two cul-de-sacs be added, one each to E Stillwater Lane and E Presidio Lane to facilitate emergency vehicle ingress and egress. They are shown on the plat on Sheets 6 and 9 of 12.

General Notes Changed: Minor changes were made to the General Notes on Sheet 1 of 12. These changes were made to clarify information for future buyers, to add wording required by the Subdivision Regulations, and to define responsibility for future maintenance for all common areas including stormwater recharge easements.

IV. ASSURANCE AGREEMENT
The County and the Owner will enter into a substitute Assurance Agreement for this amended plat, to ensure that improvements are completed prior to release of the lots for sale. All lots on the proposed Amended Plat have been renumbered to reflect the phasing plan, as shown on the cover sheet of the Amended Plat. The new Assurance Agreement will cover all 303 lots and will be recorded with the Amended Plat. Because some improvements to the roads and utilities were completed, 98 lots were released on June 5, 2007. Another lot was released on October 27, 2008, therefore, immediately after the Assurance Agreement is recorded, the County has prepared a Lot Release document releasing the newly numbered lots 9-68, 70-106, 110, and 206.
Four lots, (lots 69, 134, 148, and 151) are not included in this Amended Final Plat and are held by Pioneer Title Agency Inc. as the Trustee for Trust #320827A. For reasons unknown, the Owner of these four lots has not agreed to the terms of this new Plat. Lot 69 was previously released by the County as improvements were completed, however, lots 134, 148, and 151 will remain secured under the Assurance Agreement recorded on April 10, 2010 and recorded under Fee# 2010-09276. When future improvements are completed, these lots will be released by Cochise County. Lot #206 has been deeded to Cochise County for the stormwater recharge effort, and will be released at this time. The remaining lots that have not been released for sale will remain subject to the revised Assurance Agreement; these are Lots 1 through 8, 107 through 109, 111 through 205, and 207 through 303, plus the Common Areas and well sites.

V. SUMMARY AND RECOMMENDATION

Each of the corrections, additions, and amendments to the Kings Ranch at Coronado Final Plat are in conformance with the Cochise County Subdivision Regulations. The existing roads will be accepted into the County roadway system, and dedicated to the Public. The increased density will comply if the Waiver from Density Bonus requirements is approved. The Assurance Agreement, CC&Rs, and the Conservation Management Easement Agreement are updated to reflect the new owners and new name.
Recommended Motion
Mr. Chairman, I move to approve the Kings Ranch Estates Amended Final Plat, Docket No. S-11-01, the Waiver from Density Bonus, revised Assurance Agreement, and the revised CC&Rs, as recommended in the Staff report.

Attachments (as individual PDF documents in VAN):
A. Proposed Kings Ranch Estates Amended Final Plat, Sheets 1 – 12
B. Proposed revised Assurance Agreement document
C. Proposed revised CC&R document
D. Proposed Conservation Easement Management MOU from ACES
E. Conservation Easement Management Plan
F. Deed to Cochise County for Stormwater Recharge Project

Department's Next Steps (if approved):

After Chairman signs the Deed, Plat, and Assurance Agreement, Planning will record the documents.

Impact of NOT Approving/Alternatives:

The subdivision will continue to have Private roads and the County's pilot stormwater recharge project may be delayed.

To BOS Staff: Document Disposition/Follow-Up:

After the Chairman signs the three documents: the plat, the assurance agreement, and the deed, Planning will record the documents and disburse appropriate copies to Pioneer Title, K Ranch, LLC, the BOS, and to the files. The Deed will be returned to the BOS for permanent retention.

Attachments

ACES Letter
Assurance Agreement
CCRs
MOU
Plat Cover Sheet
Plat Sheets 2-12

A.C.E.S.
ARIZONA CONSERVATION EASEMENT STEWARDS

Arizona Conservation Easement Stewards, Inc.
4568 E. Camp Lowell Drive
Tucson, Arizona 85712
P (520) 777-7999 F (520) 722-8032
www.acesaz.org

February 7, 2012

VIA E-MAIL cdelatorre@cochise.az.gov

Carlos Del La Torre, P.E.
COCHISE COUNTY COMMUNITY DEVELOPMENT
1415 Melody Lane, Building F
Bisbee, AZ 85603

Re: Amended and Restated Conservation Easement and Management Plan – K Ranch, LLC and D & R Ranch, LLC – Kings Ranch at Coronado

Dear Carlos,

Arizona Conservation Easement Stewards, Inc. is Grantee under the Amended and Restated Conservation Easement and Management Plan recorded as Document No. 2009-29825 on December 11, 2009 in the records of the Cochise County Recorder. At the time the Amended and Restated Conservation Easement was recorded, the Protected Property as defined by the Conservation Easement comprised portions of a subdivision entitled Kings Ranch Estates, Lots 1 to 281, inclusive, and Common Area "A" and Common Area "B", which areas were defined as "Conservation Easements" on the plat. As of December 11, 2009, the Grantor under the Conservation Easement was Kings Ranch, an Arizona limited liability company.

The current owner of the subdivision is Pioneer Title Agency, Inc., as Trustee under Trust Agreement Number 321365. The trustor is K Ranch LLC and D & R Ranch, LLC. As fee simple title holders and successors to Kings Ranch, under the terms of the Amended and Restated Conservation Easement, K Ranch LLC and D & R Ranch, LLC are the successor Grantors under the Amended and Restated Conservation Easement.

The Amended and Restated Conservation Easement was designed in part to benefit future and prospective members of the Kings Ranch Estates Homeowners Association. ACES acknowledges that the name of the homeowner's association has been changed to Kings Ranch at Coronado Homeowners Association, Inc. This successor homeowner's association still benefits from and is bound by the provisions of the Amended and Restated Conservation Easement. The Amended and Restated Conservation Easement remains in place under the terms as stated in that recorded document.

It is the position of ACES that, under the terms of the Amended and Restated Conservation Easement, the successors and assigns of the original parties to that instrument are bound by the terms of the instrument.

Sincerely yours,

Jeffrey M. Neff
Director, Arizona Conservation Easement Stewards, Inc.

COCHISE COUNTY
ASSURANCE AGREEMENT
FOR COMPLETION OF SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made and entered as of this ___ day of _____, _____, between Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust no. 321365, hereinafter referred to as "Trustee", K Ranch, LLC, An Arizona limited liability company; and D & R Ranch LLC, an Arizona limited liability company Beneficiary(ies) of Trust no. 321365, hereinafter referred to as "Beneficiary", and COCHISE COUNTY, Arizona, hereafter referred to as "County."

RECITALS :

1. Trustee is owner of a certain parcel of property located in Cochise County, Arizona, and described in paragraph 1 below.
2. Beneficiary has established Trust no. 321365 for the purpose of developing a subdivision of Cochise County and has conveyed legal title to the Trustee.
3. The parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provision of A.R.S. Section 11-806.01 and the Cochise County Subdivision Regulations.

AGREEMENT :

In consideration of the County approving a final plat for the property which is the subject matter of this Agreement, the parties mutually agree that:

1. Property Description. The property which is the subject matter of this agreement is described in that attached Exhibit "A" and recorded in Book ____, at Page(s) _____ of Maps and Plats on the ____ day of _____, _____, in the Office of the Cochise County Recorder.
2. Assurances. This Agreement is submitted as a means of assuring the completion of the subdivision improvements required by A.R.S. Section 11-806.01, the Cochise County Subdivision Regulations, all Plans and Specifications approved and on file with the County, and any special conditions, if applicable, on Exhibit "B" attached hereto and made a part hereof. These subdivision improvements include but are not limited to,

streets, alleys, sidewalks, curbs and gutters, sanitary sewer systems, water supply, lot staking and monuments, traffic and street signs, and drainage and flood control improvements, as applicable.

3. Conveyances and Transfers of Title. The Trustee shall not transfer title to, enter into contracts for sale of property, lease, or in any way convey, in whole or in part, any of the property described in paragraph 1 without obtaining prior written approval from the County, except as authorized in the Agreement. A Release of Assurances shall only be given by the County upon satisfactory completion as verified by County inspections of the required improvements.

4. Bulk Sales. Notwithstanding paragraph 3, the Trustee may sell or convey all of the property described in paragraph 1 in one transaction to a single successor to the beneficiary's interests, provided that such successor, prior to the conveyance, shall have entered into an appropriate agreement with the County to assure completion of the improvements, and the County has approved, in writing, the transfer.

5. Conveyance Out of Trust for the Purpose of Encumbrance; Condition on Other Interests. Notwithstanding paragraph 3, the Trustee may convey the property described in paragraph 1 to the Beneficiary of the Trust for the limited purposes of allowing any obligations secured by the Trust, other than those which are the subject of this Agreement with Cochise County, to be subordinated to subsequent loans for the purpose of constructing improvements on the subject land or to create security for additional loans for the purchase or improvement of this land. In such event, the property shall immediately thereafter be reconveyed to the Trustee. This Agreement shall be deemed to be a condition on and restriction on the rights and interests of any third party whose interest in the property arises after the date of this Agreement, however such interest is created, the same as if such party were included as a signatory of this Agreement.

6. Substitution of Assurances. Subdivider or Beneficiary may offer substitute assurances at any time during the term of this Agreement in accordance with the provisions of the Cochise County Subdivision Regulations. The Assurance shall be in a form and amount acceptable to the County, and shall to the extent applicable, partially or wholly replace the Assurances in this Agreement.

7. Completion of Improvements. The required improvements shall be completed by the Subdivider within three (3) years from the date of this Agreement. This date for completion of improvements may be extended by separate agreement of the parties where Subdivider or Beneficiary is prevented from completing the improvements by act of God, strike or similar event or circumstances beyond its control, or at the discretion of the County.

8. Inspection and Approval of Improvements. The Subdivider shall arrange for the inspection of all improvements required for this project, to ensure satisfactory completion. Satisfactory completion of all such improvements, in conformance with the required standards and specifications, shall be confirmed by a written statement, signed and sealed by the project engineer. Until these improvements have been satisfactorily completed, the County will not release the property

9. Payment of Applicable Property Taxes. The County shall not release, in whole or in part, any of the property described in paragraph 1 until all property and taxes and assessments due and owing on the subject property have been paid in full.

10. Partial Release of Assurances by Approved Phases. The County, in its discretion, and upon receipt of a written request from Trustee, may give the Trustee a Release of Assurances for a portion of the Lots by approved phases only created by the subdivision plat described in paragraph 1, provided that all of the improvements required in connection with such lots have been satisfactorily completed and accepted, and provided further that

the lots released and improvements associated with such lots can function independently on a permanent basis in the event the remaining portion of the subdivision is never developed.

11. Release of Assurances. Upon completion of all improvements required under this Agreement or upon receipt of acceptable substitute assurances replacing this Agreement, the County shall release the Assurances in this Agreement.

12. Failure to Complete Improvements. Trustee and Beneficiary hereby agree that in the event that the required improvements are not completed within the time period provided by paragraph 7, the County may replat that portion of the property described in paragraph 1 for which a release of assurances has not been given. The purpose of the new plat will be to abandon the subdivision and return the property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded. Prior to initiating any action to replat, the County shall provide Trustee and Beneficiary with thirty (30) days written notice of the intent to replat.

The County, by this Agreement, is expressly authorized to replat this property after the required notice has been provided. All expenses by the County, including legal costs if applicable, in executing a replat shall be paid for by Beneficiary, and shall, if unpaid, become a lien on the property.

13. Effect on Trust Agreement. Trustee and Beneficiary agree that any provision of Trust no. _____ that is incompatible or inconsistent with this Agreement shall be null and void and not enforceable. The Trust shall not be revoked prior to a full Release of Assurances without prior written consent of Cochise County. Nor shall any amendment which would alter this Assurance Agreement be effective until the County has approved such amendment.

14. Incorporation or Annexation. In the event the property which is the subject matter of this Agreement is incorporated into or annexed by a city or town, the city or town shall automatically become the successor in interest to all of the County's rights and obligations under this Agreement.

15. Purpose of Agreement. The purpose and intent of this Agreement is to prohibit the sale of individual subdivision lots to the public prior to the completion of the subdivision improvements that are associated with such lots. The sale or conveyance of such lots without the necessary improvements is harmful to the public and places excessive burdens on the County. The terms and conditions of this Agreement shall be construed and interpreted as broadly as necessary to accomplish this purpose.

IN WITNESS WHEREOF, the parties have executed this Assurance Agreement this _____ day of _____, _____.

COCHISE COUNTY:

_____
Chairman, Cochise County Board of Supervisors

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

TRUSTEE:

Pioneer Title Agency, Inc.,
(Title Company)
an Arizona corporation, as Trustee under
Trust no. 321365 only and not in its corporate capacity

By: _____
Trust Officer R. Keith Newlon

STATE OF ARIZONA)
) ss.
COUNTY OF Cochise)

On this the 7 day of ~~February~~, 2012, before me, the undersigned officer, personally appeared R. Keith Newlon, who acknowledged himself/herself to be the Trust Officer of

Pioneer Title Agency, Inc., an Arizona corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

OFFICIAL SEAL
DEBBIE HAMMETT
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires Sept. 14, 2014

My Commission Expires: 9-14-14

OWNER/BENEFICIARY

K RANCH LLC., an Arizona limited liability company

Owner/Beneficiary Karol George, Manager

D & R RANCH LLC., an Arizona limited liability company

by: Karol George, Manager
Owner / Beneficiary

STATE OF ARIZONA)
) ss.
COUNTY OF Cochise)

The foregoing instrument was acknowledged before me this 7TH. day of ~~February~~, ~~2012~~, by ~~Karol George~~ as Manager of K Ranch LLC, an Arizona limited liability company.

Notary Public

Notary Public State of Arizona
Cochise County
Blanca A Hightower
My Commission Expires
05/29/2013

My Commission Expires: 05/29/2013

STATE OF ARIZONA COUNTY OF COCHISE)ss

The foregoing instrument was acknowledged before me this 7TH. day of February, 2012 by Karol George, as Manager of D & R Ranch, LLC, an Arizona limited liability company.

Notary Public

Notary Public State of Arizona
Cochise County
Blanca A Hightower
My Commission Expires
05/29/2013

EXHIBIT "A"

LEGAL DECRIPTION

Lots 1 through 68 inclusive, Lots 70 through 133 inclusive, Lots 135 through 147, inclusive, Lots 149 through 150, inclusive, Lots 152 through 303 inclusive, of KINGS RANCH AT CORONADO, according to Book _____of Maps, Page _____, records of Cochise County, Arizona;

EXCEPT AS TO THE East half of the Northeast quarter of Section 33 and the North half of the Northwest quarter of Section 34, Township 23 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona all coal and other minerals as reserved in Patent from the United States of America; and

EXCEPT all reservations contained in Doc7ments recorded in Document No. 8902-00224, in Document No. 9004-07528 and Document No. 9001-00683, records of Cochise County, Arizona.

EXHIBIT "B"

PHASING OF SUBDIVISION

PHASE I:

Lots 1 through 106, inclusive of KINGS RANCH AT CORONADO, according to Book _____of Maps, Page_____, records of Cochise County, Arizona

PHASE II:

Lots 107 through 118, inclusive of KINGS RANCH AT CORONADO, according to Book _____of Maps, Page _____, records of Cochise County, Arizona.

PHASE III:

Lots 119 through 133 inclusive, Lots 135 through 147 inclusive, and Lots 149 through 150 inclusive, of KINGS RANCH AT CORONADO, according to Book _____of Maps, Page _____, records of Cochise County, Arizona.

PHASE IV:

Lots 152 through 181 inclusive, of KINGS RANCH AT CORONADO, according to Book _____of Maps, Page _____ records of Cochise County, Arizona.

PHASE V:

Lots 182 through 258 inclusive, of KINGS RANCH AT CORONADO, according to Book _____of Maps, Page_____, records of Cochise County, Arizona.

PHASE VI:

Lots 259 through 303 inclusive, of KINGS RANCH AT CORONADO, according to Book _____of Maps, Page_____, records of Cochise County, Arizona.

EXHIBIT "C"

McINTOSH & ASSOCIATES

January 31, 2012

Cochise County
Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603

Attn: Carlos A. De La Torre
Community Development Director

Re: Kings Ranch at Coronado

Dear Carlos:

This letter is to certify that the on-site improvements installed as of January 11, 2012 for Kings Ranch at Coronado have been constructed in accordance with the Cochise County Road Standards and Specifications.

Sincerely,

Roger A. McIntosh

Registered Professional Engineer (Civil) CERTIFICATE NO. 27727 ROGER A. McINTOSH Date Signed 1-31-12 ARIZONA U.S.A.

RAM:BSN:cc

cc: Blaine Neptune

661•834•4814
Fax 661•834•0972
2001 Wheelan Court
Bakersfield, CA 93309
www.mcintoshassoc.com
mcengr@mcintoshassoc.com

EXHIBIT "D"

McINTOSH & ASSOCIATES

January 31, 2012

Cochise County
Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603

Attn: Carlos A. De La Torre
Community Development Director

Re: Kings Ranch at Coronado

Dear Carlos:

This letter is to certify that the road improvements consisting of:

S. Wilderness Rd. from Lot 6 to E. Oak Loop.
E. Oak Loop from S. Wilderness Rd. to E. Herder Ct.
E. Herder Ct.

at Kings Ranch at Coronado have been constructed in accordance with the Cochise County Road Standards and Specifications.

Sincerely,

Registered Professional Engineer (Civil) CERTIFICATE NO. 27727 ROGER A. McINTOSH 2-2-12

Roger A. McIntosh

RAM:BSN:cc

cc: Blaine Neptune

661 • 834 • 4814
Fax 661 • 834 • 0972
2001 Wheelan Court
Bakersfield, CA 93309
www.mcintoshassoc.com
mcengr@mcintoshassoc.com

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Recorded At the request of Pioneer Title

When recorded mail to:
Fred A. Farsjo, Esq.
Gabroy, Rollman & Bossé, P.C.
3507 North Campbell Avenue, Suite 111
Tucson, AZ 85719

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KINGS RANCH AT CORONADO

THIS AMENDED AND RESTATED DECLARATION is made this ____ day of _____, 2012, by Pioneer Title Agency, Inc., an Arizona corporation, as trustee under Trust No. 321365 ("Declarant") and an approval of more than 75% of the Lots in the Property. The Declarant having the right as defined under Section 12.2(B) of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Kings Ranch Estates previously recorded on December 11, 2009 as Fee Number 2009-29824, as amended by the First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Kings Ranch Estates recorded on May 28, 2010 as Fee Number 2010-12257 (hereinafter collectively "Original Declaration") does hereby amend and restate the Original Declaration and that this Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Easement for Kings Ranch at Coronado ("Declaration") does hereby supersede and replace the Original Declaration.

It is intended that the definitions, intent, meaning and purpose of this be identical to the Original Conservation Easement except as expressly amended herein.

BACKGROUND AND HISTORY

1. The Plat of this Subdivision was originally filed May 24, 2006 in Book 15 of Maps at pages 57 - 57-Q.

2. Subsequently, the Plat was amended on May 3, 2007 in Book 15 of Maps at Pages 76 to 76K.

3. The Plat was amended again on May 29, 2007 in Book 15 of Maps Pages 78 - 78K.

4. The Plat was amended again on September 24, 2009 in Book 16 of Maps, Page 6 (hereinafter referred to as "Prior Plat").

5. The Plat is now being amended to convert the roads to public roads and to reconfigure the Lots. The Amended Plat of this subdivision will now be referred to as Kings Ranch at Coronado.

6. Kings Ranch, LLC, an Arizona limited liability company had its interest in its Lots in the Property foreclosed by K Ranch LLC, including all of Kings Ranch, LLC's pertinent rights, including its Declarant and Developer rights under the original declaration pursuant to trustee's sale and UCC sale conducted on May 9, 2011. K Ranch LLC subsequently assigned its Declarant Rights to Pioneer Title Agency, Inc. under Trust No. 321365. K Ranch LLC assigned its Developer rights to Canyon Vista Land, L.L.C., an Arizona limited liability company ("Canyon Vista"), pursuant to an assignment document duly executed and recorded in the Office of Cochise County Recorder at Fee Number _____ on _____, 2012.

WITNESSETH:

WHEREAS, the Declarant has determined it is in the best interest of the development of the subdivision to amend the Original Declaration to include the property ("Property") as follows:

> Kings Ranch Estates, Lots 10, 68, 82 and 263, as shown on the Prior Plat ("Prior Plat Lots"); and
>
> Kings Ranch at Coronado, Lots 1 thru 9 inclusive, 11 thru 67 inclusive, 69 thru 81 inclusive, 83 thru 262 inclusive, and 264 thru 281 inclusive, and Common Area Recorded at Book _____, Page _____ et seq., of Maps and Plats in the Records of the Recorder of Cochise County, Arizona, Fee No. _____ (hereinafter referred to as the "Property" or "Properties").

and to better provide for the development, marketing and ongoing maintenance of Kings Ranch at Coronado.

WHEREAS, a Deed of Conservation Easement had been granted by the previous Declarant and/or its predecessor to provide for the preservation and protection of natural habitat, scenic and open space in its undeveloped natural character, which Protected Property is shown as Conservation Easements on the Plat, and the Covenants set forth herein shall be interpreted in harmony with the policy, values and intent of the Conservation Easement.

NOW, THEREFORE, the following AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KINGS RANCH AT CORONADO (the "Declaration") is hereby adopted as amendments and the Properties are and shall be held, conveyed, encumbered, leased and used subject to the following

covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter collectively referred to as the "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties and in order to dedicate any drainage and retention facilities installed within the Common Areas or drainage easements shown on the Plat and that will be owned and maintained by Cochise County, Arizona. The Restrictions set forth herein shall run with the Properties, shall be binding upon all persons having or acquiring any interest therein, and shall inure to the benefit of, be binding upon and enforceable by all Owners, the Association and their successors in interest.

No provision contained herein shall be construed to prevent or limit Declarant's or Developer's right to complete development of the Properties and construction of improvements thereon, nor Declarant's or Developer's right to maintain model homes, construction, sales or leasing offices, nearby parking areas or similar facilities on the Properties, nor Declarant's or Developer's right to post signs incidental to construction, sales or leasing, **nor Declarant's or Developer's right to fence off a portion of the Properties** for grazing of cattle purposes and to reclassify that portion of the Properties for agricultural use, nor Declarant's or Developer's right to do anything that is reasonably necessary and proper for the full development of the Properties.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter assigned.

Section 1.1 "Annexation" shall mean the right of the Developer in its sole and absolute discretion to allow other, adjacent real properties to be joined with the Properties and become part of the unified scheme of development created herein upon amendment by right of the Plat and this Declaration.

Section 1.2 "Articles" shall mean the Articles of Incorporation of the Association and amendments thereto which are or shall be filed in the Office of the Arizona Corporation Commission.

Section 1.3 "Areas of Association Responsibility" shall mean all real property and any improvements thereon owned and/or controlled by the Association for the common use and enjoyment of the Owners (including but not limited to any drainage structures, monumentation signs, or other Common Area or similar improvements constructed by the Developer) and all property designated on the Plat or any amendment thereof as Common Area. Common Areas shown on the Plat or any amendment thereof which are subject to the Deed of Conservation Easement, shall be Areas of Association Responsibility. Notwithstanding the above, any drainageways that fall within the Cochise County drainage and storm water easements, including any storm water retention/detention improvements installed by Cochise County in the Deed of Conservation Easement, shall be the responsibility of Cochise County.

Section 1.4 "Association" shall mean and refer to Kings Ranch at Coronado Homeowner's Association, Inc., an Arizona non-profit corporation, its successors and assigns.

Section 1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.6 "Buildable Area" shall mean the privately owned portion of each Lot which is not covered by the Deed of Conservation Easement as shown on the Plat, subject to setback restrictions and other requirements and regulations of this Declaration and Cochise County.

Section 1.7 "Bylaws" shall mean the Bylaws of the Association, together with any amendments thereto.

Section 1.8 "Common Area" or "Common Areas" shall mean all real property, including but not limited to undisturbed drainage ways shown on the Plat and any improvements thereon, from time to time owned and controlled by the Association.

Section 1.9 "Controlled Areas" shall mean outdoor areas such as yards or courtyards within the Buildable Area which are adjacent to the residence on each Lot and are walled in or enclosed by fencing or screening.

Section 1.10 "Declarant" shall mean K Ranch LLC, beneficiary of Pioneer Title Agency, Inc., an Arizona corporation, as trustee under Trust No. 321365, and its successors or assigns who have been designated in writing by Declarant as the successor to all or a portion of Declarant's rights hereunder and who own one or more Lots or Properties.

Section 1.11 "Declaration" shall mean and refer to this instrument and any amendment thereto or restatement thereof.

Section 1.12 "Deed of Conservation Easement" or "Conservation Easement" shall mean the deed granted to Arizona Conservation Easement Stewards, or its successor and assigns, for the preservation and protection of the Protected Property, recorded at the Cochise County Recorder's Office on May 24, 2006 at Document No. 060519938 as restated in Amended and Restated Conservation Easement in Management Plan recorded in the Cochise County Recorder's Office on December 11, 2009 in Document No. 2009-29825.

Section 1.13 "Developer" shall mean Canyon Vista Land, L.L.C., an Arizona limited liability company, its successors or assigns, who have been designated in writing by Developer as a successor to all or a portion of the Developer's rights hereunder. The rights of the Developer hereunder may be assigned by written instrument duly recorded.

Section 1.14 "Dwelling Unit or "Unit" shall mean any improvements placed within the confines of any Lot.

Section 1.15 "First Mortgagee" shall mean the holder of any Mortgage under which the interest of any Owner of a Lot is encumbered and which mortgage has first and

paramount priority (referred to herein as a First Mortgage), subject only to the lien of general or ad valorem taxes and assessments and such other matters as are recognized in such First Mortgage as permitted exceptions.

Section 1.16 "Lots ", unless otherwise indicated by the context, shall first mean and refer to any numbered parcel of real property within the Properties shown on the Plat and the Prior Plat Lots, together with the Dwelling Unit, if any, thereon, and in the event of annexation shall include all additional lots annexed. The term Lot shall also include any Lots combined to become a single lot, in which case the Lots so combined shall be considered one lot for all purposes, including voting and assessments.

Section 1.17 "Member" shall mean and refer to every person and/or entity who holds membership in the Association pursuant to Section 2.1 hereof.

Section 1.18 "Mortgage" shall mean any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 1.19 "Mortgagee" shall mean the holder of the beneficial interest under a Mortgage.

Section 1.20 "Owner" or "Homeowner" shall mean and refer to (1) the record Owner, whether one or more persons or entities, of equitable or beneficial title in fee simple (or legal title if same has merged) of any Lot, or (2) the purchaser of a Lot under a recorded contract for the sale of real property as set forth in Arizona Revised Statutes Section 33-741 et seq. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, or a lessee or tenant of an Owner as defined above, or a purchaser or vendee under any executory contract of sale which has not been fully consummated with a deed to the purchaser recorded in the office of the County Recorder of Cochise County, Arizona.

Section 1.21 "Person" shall mean a natural individual, corporation or other entity with the legal right to hold title to real property.

Section 1.22 "Protected Property" shall mean the real property depicted and defined as "Conservation Easements" on the Final Plat of Kings Ranch at Coronado and subject to the Deed of Conservation Easement.

Section 1.23 "Restrictions" shall mean the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in this Declaration.

Section 1.24 "Rules" shall mean any and all rules adopted by the Board pursuant to the Bylaws.

Section 1.25 "Special Event" shall mean the use of a facility on which Special Events such as weddings, anniversaries, bar mitzvahs, special parties, etc. can be held.

ARTICLE 2
ASSOCIATION

Section 2.1 Membership in the Association. Each Owner (including Declarant) of a Lot, by virtue of being an Owner, shall automatically be a Member of the Association. Membership in the Association shall be appurtenant to each Lot owned and shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership to a Lot, and then only to the transferee thereof. Any transfer of ownership of a Lot shall operate automatically to transfer the membership associated therewith to the new Owner thereof. Any attempted transfer of membership separate from the appurtenant Lot or Lots shall be void.

Section 2.2 Voting Rights and Classes of Membership. The Association shall have two classes of voting membership.

Class A: Class A Members shall be all Owners other than Declarant and Developer and each such Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners may determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member.

Class B: The Class B Members shall be Declarant and Developer, who shall be entitled to three (3) memberships and three (3) votes for each Lot owned. This includes any Lots within an Annexed Area. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following events:

(A) Ninety (90) days after such time as the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, except as expressly provided herein in the event Developer elects Annexation in its sole and absolute discretion; or

(B) Ten years following the recording of this Declaration.

Any Mortgagee who acquires title to a Lot pursuant to a judgment of foreclosure or a trustee's sale shall automatically become entitled to exercise all voting rights which the Owner of said Lot would otherwise have had.

If any lender to whom Declarant has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration should succeed to the interest of the Declarant by virtue of said assignment, the absolute voting rights of the Declarant as provided herein shall not be terminated thereby, and such lender, or successor to such lender by assignment or foreclosure or acceptance of a deed in lieu thereof, shall hold Declarant's memberships and voting rights on the same terms as they were held by Declarant.

Section 2.3 Purpose of Association. The Association is a non-profit corporation which serves as the governing body for all Owners and Members for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the

Areas of Association Responsibility and any other areas for which the Association is responsible under the terms of this Declaration or otherwise; the assessment of expenses; payment of losses; disposition of casualty insurance proceeds; and other matters as provided in this Declaration, the Articles, the Bylaws, and the Rules. The Association shall not be deemed to be conducting a business of any kind. All funds received by the Association shall be held and applied by it for the Owners and Members in accordance with the provisions of this Declaration, the Articles and the Bylaws.

Section 2.4 Rights and Responsibilities of Association. The Association, through the Board of Directors, unless specifically provided otherwise, shall have the right of enforcement of all of the provisions hereof. The Association shall have the right, but not the obligation, to enter upon any drainage easements shown on the Plat to landscape or maintain same and shall be responsible for the proper and efficient management and operation of the Areas of Association Responsibility and any other areas for which it is responsible under the terms of this Declaration or for which it has assumed responsibility. The Association's responsibilities shall include:

(A) maintaining, operating, and rebuilding improvements on the Areas of Association Responsibility, including but not limited to any drainage structures, monumentation signs, or other Common Area;

(B) maintaining and landscaping property owned or controlled by the Association, including paths and easement rights, if any;

(C) maintaining the entryway to the Properties, including but not limited to any monument statues;

(D) operating, maintaining, rebuilding and insuring improvements originally constructed by Declarant or Developer or later constructed by the Association on the Areas of Association Responsibility;

(E) paying real estate taxes, assessments and other charges on the Areas of Association Responsibility, if any;

(F) insuring all improvements which the Association is obligated to maintain against damage by casualty with such companies and in such limits as provided herein and as the Association deems appropriate;

(G) hiring, firing, supervising and paying employees and independent contractors including, but not limited to, workmen, landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;

(H) maintaining such liability insurance as the Association deems necessary to protect the members and the Board of Directors of the Association from any liability caused by occurrences or happenings on or about the Areas of Association Responsibility;

(I) maintaining workmen's compensation insurance for the employees of the Association;

(J) purchasing all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;

(K) establishing and maintaining such adequate cash reserves as the Association may, in its sole and absolute discretion, deem reasonably necessary for the periodic maintenance, repair and replacement of the improvements which it is responsible to maintain;

(L) providing for and payment of all utility services for the Areas of Association Responsibility if deemed appropriate by the Board;

(M) entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and the operation and maintenance of the Properties as a first-class, residential development;

(N) granting licenses, easements and other agreements for the use of Common Area;

(O) maintaining any personal property owned by the Association;

(P) giving the notice required to be sent to any prospective purchaser pursuant to A.R.S. Sections 33-1806 et seq as may be amended from time to time concerning information required upon resale of units;

(Q) maintaining communication and cooperation with Arizona Conservation Easement Stewards, Inc., an Arizona nonprofit corporation, as it relates to the Conservation Easement, as it relates to the Common Area; and

(R) such other matters as are provided for in this Declaration, the Articles of Incorporation, and the Bylaws, or as the Association deems proper and is therein authorized to do.

Section 2.5 Articles and Bylaws. The manner in which the Association holds meetings and attends to other corporate formalities shall be controlled by the provisions of the Bylaws, the Articles and this Declaration, which Declaration shall control in the event of conflict.

Section 2.6 Board of Directors. The Board of Directors of the Association shall be elected by majority vote of the total votes cast by both classes of the membership at a meeting attended by a quorum as called for by the Bylaws, except that so long as Declarant retains the Class B membership, Declarant reserves the exclusive right, subject to the approval of Developer, to appoint the officers and directors of the Association and may do so without calling a meeting of members.

Section 2.7 Transition to Board. Prior to the time that the operations of the Association are turned over to the Members by the Declarant, the Members shall be required by February 15 of each year to report and submit to the Association, in writing, any claims or disputes with regard to the operations of the Association by the Developer or Declarant, during the immediately preceding calendar year, including the maintenance of any sidewalks, street signs, walls, fences, landscape or other improvements originally constructed by Developer or Declarant or the collection of assessments, maintenance and reserve accounts and other matters falling within the realm of responsibility of the Association.

When the operations of the Association are turned over to the Members by the Declarant, the Declarant shall deliver all corporate books and accounting records to the Members at the Association's offices. Upon receipt of the corporate books, accounting records and written notice of Declarant's intent to turn over the operations of the Association, the Members shall notify Declarant in writing within forty-five (45) days of any claims or disputes with regard to the operations of the Association by the Declarant or Developer which have arisen subsequent to December 31 of the preceding year, including the maintenance of any sidewalks, street signs, walls, fences, landscape or any other improvements, to the extent applicable, originally constructed by Developer or Declarant or the collection of assessments, maintenance of reserve accounts and other matters falling within the realm of responsibility of the Association.

In the event that such claims or disputes are not presented in writing to the Declarant within the time periods set forth above, such claims and disputes, whether against Declarant or Developer, shall be deemed forever waived, relinquished and abandoned.

Section 2.8 Rules and Regulations of the Association. The Board shall be empowered to adopt, amend or repeal such rules and regulations as it deems reasonable and appropriate (collectively the "Rules"), which shall be binding upon all persons subject to this Declaration and shall govern the use and/or occupancy of the Properties. The Rules may include the establishment of a system of fines and penalties for violation of the Rules, which shall be levied only after the offending Owner has been given notice and an opportunity to be heard in accordance with the terms of the Bylaws of the Association. The Rules shall govern such matters as the Board deems to be in furtherance of the purposes of the Association, including, without limitation, the use of the Areas of Association Responsibility and Common Area, if any. The Rules may be amended at any special or regular meeting of the Board.

The Rules are deemed incorporated herein by this reference and shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding upon all persons having any interest in, or making any use of, any part of the Properties, whether or not copies of the Rules are actually received by such persons. References to the covenants and restrictions contained herein shall be deemed to refer also to the Rules (except to the extent the rules are in conflict herewith). The Rules, as adopted, amended or repealed, shall be available for review at the principal office of the Association to each person reasonably entitled thereto. It shall be the responsibility of each person subject to the Rules to review and keep abreast of any changes in the provisions thereof. In the event of any conflict between any provision of the Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or Bylaws to the extent of any such conflict.

Section 2.9 Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, neither Declarant, Developer, the Board, nor any committees of the Association nor any member thereof, nor any officers, directors or employees of the Declarant, Developer or of the Association, shall be liable to any Owner or to the Association or any other person for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, inaction, omission, error, negligence or the like made in good faith and which Declarant, Developer, the Board or such committees or officers reasonably believed to be within the scope of their respective duties or rights.

To the fullest extent permitted by law, Declarant, Developer and every director, officer or committee member of the Association, Developer and or the Declarant (to the extent a claim may be brought by reason of Declarant's appointment, removal or control over members of the Board or its control over the Association or any committee thereof) shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at the request of, the Association, may, in the discretion of the Board, be indemnified by the Association.

Any such indemnification shall be limited to all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of Declarant by reason of having appointed, removed, controlled or failed to control members of the Board, or controlled or failed to control the Association), or incurred in any settlement thereof, whether or not he is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred.

Section 2.10 Managing Agent. All powers, duties and rights of the Association or the Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty. Any agreement for professional management shall not exceed a term of one year, which term may be renewed by agreement of the parties for successive one-year periods. Any such agreement shall provide for termination by either party with or without cause and without payment of a termination fee upon ninety (90) days' written notice; provided, however, that the Association may terminate the agreement for cause upon thirty (30) days' written notice. The Association is expressly authorized to contract with Declarant or Developer or an affiliate of Declarant or Developer, to provide management services or to perform other duties of the Association or the Board.

Section 2.11 Disputes. In the event of any dispute or disagreement between any Owners or any other persons subject to this Declaration relating to the Properties or any question of interpretation or application of the provisions of this Declaration, the Articles, Bylaws or Rules, this Declaration shall control.

(A) Member Consent Required. No litigation may be filed by the Association against the Declarant or the Developer in any court of law without the consent of the

holders of at least two-thirds (2/3) of the votes of each class of membership at a meeting of the Members duly called.

(B) Arbitration. Except as otherwise provided below, any and all claims of the Association, or any Owner or Member of the Association, against the Declarant or Developer, or any of the agents, contractors, subcontractors, successors, or assigns of any of them, and any claim by an Owner or Member against the Association or its officers or directors, in any way relating to this Declaration or the development, construction or sale of improvements upon the Properties (including but not limited to any claim for fraud or misrepresentation or for breach of warranties, express or implied) not otherwise resolved by negotiation or mediation, shall be resolved by binding arbitration in Tucson, Arizona, (if the dispute involves the Declarant or the Developer, or the Association while the Developer retains Class B Membership) which arbitration shall be governed by the applicable rules of the American Arbitration Association. In any claim involving alleged damages in excess of $100,000 there shall be a panel of three arbitrators. If the dispute does not involve the Declarant or Developer, the arbitration shall be resolved by binding arbitration in Sierra Vista, Arizona. All other provisions of this subsection shall apply.

The following types of claims or actions are specifically excluded from the arbitration requirement: a) an action to enforce the Declaration; b) an action to retain a restraining order or other equitable relief to preserve the status quo relating to the construction of improvements upon the Property by any party who may be in violation of architectural standards or Association rules; and c) any suit by the Association to collect assessments.

Section 2.12 Records and Accounting. The Association shall keep, or cause to be kept, true and correct books and records of account at the sole cost and expense of the Association in accordance with generally accepted accounting principles. Such books and records, together with current copies of this Declaration, the Articles, Bylaws and Rules shall be available for inspection by all Owners and First Mortgagees of record at reasonable times during regular business hours.

ARTICLE 3
EXTERIOR MAINTENANCE

Section 3.1 Maintenance, Repair and Up-Keep.

(A) Dwelling Units. Maintenance, repair, upkeep and repainting of Dwelling Units, including all other improvements on a Lot, shall be the sole responsibility of each Owner.

(B) Walls. Each Owner shall maintain, repair and repaint (if applicable), the interior and exterior sides of the yard walls or fences appurtenant to his Lot, except that the Association shall maintain and repair the exterior surface of any wall in an Area of Association Responsibility.

(C) Plumbing. Each Owner shall be responsible for sewer/septic blockage, repair, etc. of all Dwelling Unit plumbing as well as the house connection line from the Dwelling Unit to its connection point to on-site sewage treatment system or to the main collection sewer line, if the Dwelling Unit is connected to sewer.

(D) Exterior Lighting. Each Owner shall be responsible for the maintenance and repair, including replacement of light bulbs, of all exterior lighting fixtures located within the Owner's Lot (or located outside the Owner's Lot if the lighting is substantially or exclusively of benefit to, and is metered to, such Owner's Lot). All exterior lighting shall be installed no higher than 18 feet above ground level. All residential lighting fixtures shall be shielded and arranged so as to reflect light away from and prevent glare to adjoining Properties, including roads. All exterior lighting shall meet the approval of the Design Review Committee prior to the installation and maintenance of the exterior lighting. All exterior lighting shall be turned on only when in actual use by an Owner and my not be left on all night (except for low intensity meant to illuminate street numbers, walkways or driveways). All exterior lighting shall comply with any applicable outdoor lighting standards of Cochise County including any Light Pollution Code in effect at the time.

(E) Failure to Maintain. Such maintenance, repair and repainting of a Dwelling Unit and other improvements on a Lot shall be undertaken in a manner and with such frequency as shall keep each Owner's Lot in an attractive, well-kept and maintained condition in conformity with all other Lots. In the event any Owner fails to fulfill his or her obligation under this Section 3.1, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon the subject Property, and to repair, maintain and restore the Lot, including the perimeter yard walls, or fences and any other improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The Board shall have the right to determine whether or not a Lot is in need of maintenance, repair and upkeep in order to conform to the standards of the general neighborhood of the Properties and the Board shall use a reasonably high standard to determine whether such maintenance, repair and upkeep is required so that the Lots as a whole will reflect a high pride of ownership.

(F) Easement for Maintenance. The Association shall have a right of entry and an easement upon each Lot for the purpose of fulfilling its responsibilities hereunder.

Section 3.2 Maintenance of Areas of Association Responsibility. The Association shall be responsible for maintenance, repair and upkeep of any Areas of Association Responsibility and improvements thereon, including, but not limited to sidewalks or paths, landscaping, park benches, barbeque areas, and parking areas, if any.

Section 3.3 Drainage and Retention/Detention Facilities. If any retention/detention facilities are installed by Declarant, Developer, or the Association within the Common Areas or drainage easements shown on the Plat, such retention/detention facilities will be owned and maintained by the Association. In particular, the Association will be responsible for the prevention of health hazards such as the breeding of mosquitos. Notwithstanding the above, those portions of the drainageways that fall within the Cochise County drainage and storm water easements shall be maintained by Cochise County, Arizona.

ARTICLE 4
INSURANCE

Section 4.1. Association's Insurance Requirements. The Association shall purchase and maintain at all times the following types of insurance, but only to the extent reasonably available and reasonably priced:

(A) Commercial General Liability and Property Insurance. Commercial general liability insurance covering bodily injury and property damage liability insurance covering all Common Area maintained by the Association, if any, and all other areas under the jurisdiction or control of the Association, excluding the Lots. Such insurance policy or policies shall contain, if available, a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or of any other Owners.

The scope of coverage of such policy or policies must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use to the Properties. Coverage shall be for at least one million dollars ($1,000,000.00) combined single limit.

Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Common Area maintained by the Association; legal liability arising out of lawsuits related to employment contracts of the Association; and protection against liability for non-owned and hired automobiles; such coverage may also include, if applicable, garagekeeper's liability, liability for property of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

(B) Insurance of Areas of Association Responsibility. Fire and other hazard insurance covering improvements constructed on the Common Area. Such policy or policies shall consist, at a minimum, of a multi-peril type policy covering the subject improvements, providing, as a minimum, fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage lenders in Cochise County, Arizona.

Such policies of property insurance shall contain a "Replacement Cost Endorsement" providing that any claim shall be settled on a full replacement cost basis without deduction for depreciation, an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement," if possible. The Association shall also purchase a "Demolition Endorsement", an "Increased Cost of Construction Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, and coverage on personal property owned by the Association.

If the Common Area or any portion thereof is located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage or improvements on the Common Area has been made available under the National Flood Insurance Program, then such a policy of flood insurance shall, if deemed necessary by the Board, be obtained on the Common Area in an amount at least equal to the lesser of:

1. the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

2. one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

(C) Worker's Compensation Insurance. Worker's Compensation insurance to the extent necessary to comply with any applicable laws.

(D) Fidelity Insurance. Fidelity coverage against dishonest acts on the part of directors, officers, managers, trustees, employees, or volunteers responsible for handling funds belonging to or administered by the Association. Such fidelity bonds or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, that is, in no event, less than one and one-half times the insured's estimated annual operating expenses and reserves, and provide for at least thirty (30) days' notice to the Association before cancellation or substantial modification thereof. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added, if the policy would not otherwise cover volunteers.

(E) Exceptions. The foregoing insurance and endorsements shall be maintained only to the extent available and reasonably priced and, without limitation, the Board of Directors may elect to dispense with certain endorsements if, in the discretion of the Board of Directors, it is determined that the cost of such endorsements is excessive or the coverage not reasonably available.

Section 4.2 Waiver of Subrogation: Claims Against Declarant, etc. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against Declarant, Developer, the Board and such other persons or entities affiliated with the Association such as a manager and its representatives, members and employees and a provision, if available, preventing any cancellation or modification thereof, except upon at least thirty (30) days' written notice to the insured.

Liability insurance hereinabove specified shall name as separately protected insured Declarant, Developer, the Association, the Board and such other persons or entities affiliated with the Association such as a manager and its representatives, members and employees as their interest may appear with respect to any liability arising out of the maintenance or use of any insured property.

To the extent that each such policy will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Declarant, the Board, the Developer and such other persons or entities named in said insurance policies, and against the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4.3 Association's Insurance Premiums a Common Expense. Premiums for insurance purchased or obtained by the Association shall be a common expense payable through assessments of Lots and all such insurance coverage obtained by the Board shall be written in the name of the Association.

Section 4.4 Insurance by Owner.

(A) Insurance on Areas of Association Responsibility. In addition to the aforesaid insurance required to be carried by the Association, each Owner shall, at his own expense, carry any other insurance on the Common Area deemed advisable; however, if available, said policy or policies shall provide that there shall be no contribution or offset between policies of the Association and policies an individual Owner may have in effect.

(B) Insurance for Residences and Lots. All Owners shall at their own expense obtain insurance for their Dwelling Units and Lots, insuring against fire, accident and casualty, which insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of any such loss or losses.

(C) Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty to any Dwelling Unit, Lot or other Property covered by insurance written in the name of an individual Owner, said Owner shall use any insurance proceeds for the repair of the damaged Property.

Section 4.5 Condemnation or Destruction of the Common Area.

(A). Condemnation.

1. Taking. The term "taking", as used in this Section, shall mean either (a) condemnation by eminent domain or (b) sale under threat of condemnation.

2. Authority of Board. In the event of a threatened taking of all or any portion of the Common Area, the Members hereby appoint the Board of the Association and such persons as the Board or the Association may designate to represent all of the Owners in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action.

3. Partial Taking In the event of a taking of less than all of the Common Area, the rules as to restoration and replacement of the Common Area and the

improvements thereon shall apply as in the case of destruction of improvements upon the Common Area as provided in Section 4.5B.

4. Distribution of Proceeds. Any awards received on account of the taking shall be paid to the Association and to mortgagees of record, as their interests may appear. In the event of a total taking, the Board may retain any award in the general funds of the Association, and any distribution of the award shall be on a reasonable and equitable basis. Notwithstanding anything to the contrary in this Section, the distribution of any award or awards for a taking of all or any portion of the Common Area shall be subject to the prior rights of mortgagees.

(B) Destruction.

1. Duty of Association. In the event of a partial or total destruction of the Common Area or improvements thereon, except as otherwise provided herein, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practicable and in a workmanlike manner. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of mortgagees whose interests may be protected by said policies.

2. Destruction; Proceeds Exceed 80% of Reconstruction Costs. If the amount available from the proceeds of such insurance policies for such restoration and repair is at least eighty percent (80%) of the estimated costs of restoration and repair, a special assessment for reconstruction with each Owner contributing a like sum for each Lot owned, may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose, and such assessment shall not require the consent of any specified proportion of the Members.

3. Destruction; Proceeds Less Than 80% of Reconstruction Costs. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than eighty percent (80%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored through application of a special assessment unless such assessment is approved by the vote or written consent of two-thirds (2/3) of each Class of Members. In the event of a determination not to replace or restore the improvements on the Common Area, the Common Area shall be cleared and landscaped as open space to be used by the Owners pursuant to the provisions hereof, and the costs thereof shall be paid for with the insurance proceeds, and any deficiency may be raised by the levy of uniform special assessment for reconstruction in an amount determined by the Board.

4. Use of Hazard Proceeds. Notwithstanding the foregoing, unless the Owners of at least two-thirds (2/3) of the Lots other than Declarant, and the holders of two-thirds (2/3) of the First Mortgages, have given their prior written approval, the Association shall not be entitled to use hazard proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

Section 4.6 Mortgagee Priority. In the event of substantial damage or destruction of any part of the Common Area or a Lot, no Owner of a Lot or other party shall have priority over a First Mortgagee with respect to the distribution of any insurance proceeds.

ARTICLE 5
OWNERSHIP AND USE OF THE COMMON AREA

Section 5.1 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot, subject to the provisions hereof and further subject to the restrictions contained in the Deed of Conservation Easement recorded at Fee No. 060519938 on May 24, 2006 at the Cochise County Recorder's Office as restated, by Amended and Restated Conservation Easement and Management Plan recorded at Fee Number 2009-29825 on December 11, 2009.

Section 5.2 Conditional Use of Common Area. Each Owner, his family, licensees, invitees and tenants or lessees, or contract purchasers of a Lot shall be entitled to use the Common Area subject to:

(A) The provisions of the Articles, Bylaws, this Declaration and the Rules. Each Owner, invitee, licensee, and tenant agrees that in using the Common Area he will comply with the provisions of such Articles, Bylaws, this Declaration, and the Rules.

(B) The right of the Association to suspend the right of an Owner to use facilities, if any, of the Common Area for a period not to exceed fifty (50) days for any infraction of this Declaration or the Association's published Rules. Each day an infraction continues to exist is to be deemed a separate infraction.

(C) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

(D) The right of the Association, in connection with any adopted Rules, to enforce reasonable rules and regulations with respect to the use of the Common Area, including specific provisions with respect to the parking of vehicles thereon.

(E) The right of the Declarant to modify or resubdivide the Common Area, or install or construct improvements thereon, and any other rights reserved by the Declarant or Developer hereunder.

Section 5.3 Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Area and facilities to the members of his family, his tenants or lessees or contract purchasers who reside in the Dwelling Unit, subject to such Rules as the Association may, from time to time, establish. Such delegation shall not relieve said Owner of his obligations and responsibilities as a Member under the Bylaws, Rules and this Declaration.

Section 5.4 Damage or Destruction of Common Area. In the event any Common Area or Area of Association Responsibility is damaged or destroyed by a willful or grossly negligent act of an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner shall be liable therefore to the extent of liability imposed by local law and such Owner does hereby irrevocably authorize the Association to repair the damaged Property, and the Association shall so repair the damaged property in good workmanlike manner in substantial conformance with the original plans and specifications. The Owner shall then repay the Association the amount actually expended for such repairs. Each Owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon such Owner's Lot and shall continue to be a lien until fully paid. The lien shall be subordinate to any First Mortgage or encumbrance on the subject property. Said charges shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (but not to exceed the maximum rate permitted by Arizona law). The amount of principal and interest owed by the Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.

Section 5.5 Restriction on Conveyance of Common Areas and Facilities. The Common Area and facilities owned by the Association may not by act or omission be abandoned, partitioned, subdivided, encumbered, sold or transferred without the prior written approval of two-thirds (2/3) of each Class of voting members of the Association, except that the Declarant and the Association shall have the right at all times to grant easements over the Common Area for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder: a) roads, streets, walks, pathways and driveways; b) temporary overhead or permanent underground lines, cables, wires, conduits or other devices for the transmission of electricity for lights, heating, power, telephone, cable TV and other purposes; c) sewers, storm drains and pipes, drainage easements, water systems, water heating and gas lines or pipes; and d) such other improvements as may be provided for in this Declaration or be deemed advisable in the sole discretion of the Board of Directors. Any portion of the Common Area conveyed by the Association to another party shall, after such conveyance, be free of the restrictions and easements hereunder that are peculiar to Common Area as such, but shall continue to be subject to an easement for ingress and egress to and from any residence, access to which is normally gained over such conveyed property.

ARTICLE 6
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed to any Lot, whether or not it shall be so expressed in such deed, agrees and is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for capital improvements, and (3) individual repair and maintenance assessments ("Individual Assessments. Any and all assessments levied against a Lot, together with interest thereon from the date of delinquency until paid, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees, shall be a continuing lien upon the Lot.

Delinquent assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The sale or transfer of a Lot shall not relieve the prior Owner thereof from personal liability to pay delinquent assessments, plus interest, costs and attorney's fees. Such obligation shall remain the personal obligation of the defaulting Owner. The new Owner, except a First Mortgagee as set forth herein, shall take title to such Lot subject to the lien of the full amount of the delinquent assessment.

Section 6.2 Conservation Easement Obligations. In addition to any and all Annual Assessments, Special Assessments and Individual Assessments, each Owner, by acceptance of a deed to any Lot, whether or not it shall be so expressed in such deed, agrees and is deemed to covenant and agree to pay to Arizona Conservation Easement Stewards, Inc. or its successors and assigns to its interest in the Protected Property (as defined in the Deed of Conservation Easement), any and all assessments, management fees and transfer fees for the maintenance and preservation of the Protected Property which from time to time may be assessed against each Lot in accordance with the Deed of Conservation Easement.

Section 6.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and their guests, for the improvement and maintenance of the Areas of Association Responsibility, Common Areas (if any) and for all purposes set forth in the Articles, Bylaws and this Declaration. The Board of the Association may provide that assessments include a reserve fund for maintenance, repairs and replacement of those elements of the Areas of Association Responsibility and/or Common Areas (if any) owned by the Association.

Section 6.4 Annual Assessment Amount. The Board shall each year estimate the total expenses anticipated for the coming year and shall determine the necessary level of reserve balances for ordinary and unexpected expenses, and shall determine the annual assessment necessary to generate the required revenues. The annual assessment determined to be necessary in any given year may be set at any amount less than or up to the maximum annual assessment permitted for such year as set forth in Section 6.5; provided that, notwithstanding any other provision hereof, the annual assessment shall not exceed the amount permitted by law.

Section 6.5 Maximum Annual Assessment.

(A) Initial Maximum Annual Assessment. Until January 1 of the year after the recordation of the Plat for Kings Ranch at Coronado, the maximum Annual Assessment shall be Three Hundred Sixty and No/100 Dollars ($360.00).

(B) Increases in Maximum Annual Assessment. Subject to Subsection 6.5(C), the Board shall not, in any given year, increase the maximum Annual Assessment by an amount greater than (i) ten percent (10%) of the amount of the preceding year's maximum Annual Assessment or the maximum allowed by Arizona law.

(C) Approval of Membership. Any increase by the Board in the Annual Assessment which is greater than the amount permitted under Section 6.5(B) hereof must be first

approved by the holders of two-thirds (2/3) of the votes of each Class of Membership who vote in person at a meeting called for this purpose.

Section 6.6 Special Assessment for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of Areas of Association Responsibility or Common Area (if any), including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of the holders of two-thirds (2/3) of the votes of each Class of Members who vote in person at a meeting called for this purpose.

Section 6.7 Individual Assessments. The Association may also levy and collect from each Owner Individual Assessments against specific Lots, and shall have a lien therefore, should the special circumstances of any Lot or Lots require special maintenance, expense or costs to be incurred by the Association for the protection of any of the Properties, Lots, Areas of Association Responsibility or Common Areas or should the Association be required to perform maintenance or repair upon a Lot or take enforcement action hereunder. Such individual assessments may be levied by action of the Board.

Section 6.8 Notice and Quorum for an Action Authorized Under Section 6.4 and Section 6.5. Written notice of any meeting called for the purpose of taking action authorized under Section 6.4 and Section 6.5 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each Class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 6.9 Uniform Rate of Assessment; Declarant and Developer Exempt. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. However, and subject to the limitations set forth in Section 6.5(B) hereof, said uniform rate may be revised periodically to reflect revisions in the Annual Assessments based on actual operating costs of the Association.

Notwithstanding anything to the contrary herein, neither Declarant nor Developer shall be responsible for payment of any assessments established pursuant to this Declaration or the Articles or Bylaws, except that Declarant and Developer shall pay assessments on Completed Lots owned by Declarant or Developer. For purposes of this Section 6.9 "Completed Lots" shall mean any Lot with a Dwelling Unit ready for occupancy as a home that is in the condition of any other Dwelling Unit sold to persons living in the Properties (e.g., carpet, kitchen countertops and cabinets, plumbing and lighting fixtures, etc., installed), but shall not include any Lots with improvements thereon used by Declarant or Developer as models or sales offices or spec homes.

Although Declarant and Developer may contribute to the expenses of the Association and the maintenance of the Common Area, it is understood that Declarant and

Developer are not and shall not be held liable for the payment of any assessments provided for in this Declaration or Bylaws by virtue of the ownership of Lots within the Properties unless such ownership is of Completed Lots as herein defined, and that their failure to pay said assessments shall not give rise to any right of imposing any lien or encumbrance upon Lots owned by either of them as security for the payment of said assessment unless Declarant or Developer has failed to pay said assessments on Completed Lots as herein defined.

Section 6.10 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein have commenced as to all Lots on the first day of the month following the recordation of the Original Declaration. The first Annual Assessment hereafter shall be in an amount equal to or less than the maximum annual assessment as determined by the Board, and shall be adjusted according to the number of months remaining in the calendar year. The Board thereafter shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto in the event of its increase or decrease from the last Annual Assessment. The due dates shall be established by the Board.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6.11 Effect of Non-Payment of Assessments: Remedies of the Association. Each Owner agrees to the payment of interest, costs and penalties to the collection and enforcement of the assessments in the manner herein specified.

(A) Interest and Costs. All delinquent assessments shall bear the greater of a late charge of Fifteen Dollars ($15.00) or interest at ten percent (10%) per annum (but not to exceed the maximum rate permitted by Arizona law) from and after a date that is thirty days after the date the assessment was due. Late payments shall first be credited toward unpaid principal, and then toward interest due. In the event the Association employs an attorney for collection of any assessments, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable attorney's fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy obtained against said Owner.

(B) Enforcement. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in the manner provided by law or in equity, or without any limitation to the foregoing, by either or both of the following procedures.

1. Enforcement of Personal Obligation. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon from the date of

delinquency until paid, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner or Member.

2.Enforcement of Lien. As provided in Section 6.1 above, all assessments, plus interest and costs connected therewith, shall be a continuing lien upon the Lot assessed. Such lien shall be deemed to have attached as of the date of recordation hereof and shall be senior to all matters other than tax liens for real property taxes on the Lot, assessments on the Lot in favor of any municipal or other governmental assessing unit, reservations in patents, and the lien of any First Mortgage.

(a) Notice and Claim of Lien. At any time after occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment by the defaulting Owner. Said demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for demand but any number of defaults may be included within a single demand. The Association may, whether or not such a written demand is first made, file and record a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, recorded in the office of the County Recorder of Cochise County, and shall contain substantially the following information:

i. The name of the delinquent Owner;

ii. The legal description of the Lot against which claim of lien is made;

iii. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed);

iv. A statement that the claim of lien is made by the Association pursuant to this Declaration; and

v. A statement that a lien is claimed against said Lot in an amount equal to the amount stated; and

vi. A statement that the claim of lien will also extend to all assessments which became due but are not paid from the date of the recording of the claim of lien to the date of payment of all amounts set forth therein (including interest thereon, reasonable attorney's fees, costs and collection), and that the claim of lien will only be deemed satisfied and released when the Owner is current in the payment of all such amounts.

(b) Foreclosure of Lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the

foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each owner hereby expressly waives any objection to the enforcement and foreclosure of this lien. Notwithstanding the foregoing, the failure by an Owner to pay assessments provided for herein shall not constitute a default under any federally insured mortgage.

(C) Penalties. In addition to any other remedies herein or by law provided, the Association may assess a late payment penalty in the event the payment of an assessment is delinquent. The amount of any such late payment penalty shall be established from time to time by the Board.

Section 6.12. Transfer Fee. Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a reasonable transfer fee as provided by A.R.S. Section 33-1806(C) as may be amended, in such amount as is established from time to time by the Board; provided, however, that the Developer or Declarant shall not be charged a transfer fee.

Section 6.13. Reserve Account Funding. In addition to the transfer fee described in Section 6.12, upon sale of each Lot, whether from the Developer or a subsequent resale of the Lot, the Association shall collect at the time of the purchase or resale an amount equal to two (2) months' worth of Annual Assessments. All amounts paid pursuant to this Section 6.13 shall be paid by the Association into a reserve account to fund future major repairs and replacements. The Declarant and the Association may take such payments into account when determining the amounts to be funded to reserves from other Association funds. Nothing in this Section 6.13 shall be construed as prohibiting or mandating that the Association make additional payments into reserve accounts from other Association funds. Payments made pursuant to this Section 6.13 do not apply toward payment of Annual Assessments and constitute a separate obligation. Notwithstanding the above, there shall be no fees collected for transfers of Lots between the Declarant and the Developer.

Section 6.14 No Exemption of Owner. Except as provided in Section 6.9 above, no Owner is exempt from liability for payment of assessments by waiver of the use of enjoyment of Areas of Association Responsibility, Common Area or by abandonment of a Lot.

ARTICLE 7
MORTGAGEE PROTECTIONS

Section 7.1 Mortgage Protection. Notwithstanding and prevailing over any other provisions of this Declaration, or the Association's Articles or Bylaws, or the Rules, the provisions in this Article shall apply to and benefit each First Mortgagee of a Lot.

Section 7.2 Subordination of Assessment Lien to First Mortgages; Sale or Transfer of Lots. The lien of the assessments provided for herein, including without limitation any fees, costs, late charges, or interest which may be levied by the Association in connection with unpaid assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot pursuant to foreclosure of any such First Mortgage or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of such executory land sales contract, shall extinguish the lien of assessments or charges which became due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract; provided, however, that any such delinquent assessments or charges, including interest, late charges, costs, and reasonable attorneys' fees, which are extinguished as provided herein, may be reallocated and assessed to all Lots as a common expense. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of such executory land sales contract, shall relieve any Owner of a Lot from liability for any assessments or charges thereafter becoming due, nor from the lien thereof. In the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrued prior to the acquisition of title to the Lot in question by such First Mortgagee but shall be liable for all subsequent assessments and charges.

Section 7.3 Liability for Assessments and Other Charges.

(A) First Mortgagees shall not in any case or manner prior to acquiring title to a Lot be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, Rule, Article or Bylaw, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, nor shall a First Mortgagee be liable for any violation of the Restrictions that occurred prior to such First Mortgagee acquiring title.

(B) At such time as the First Mortgagee shall become record Owner of a Lot, said First Mortgagee shall be subject to all of the terms, conditions and Restrictions of this Declaration, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner.

Section 7.4 Right to Exercise Rights of Owner. During the pendency of any proceeding to foreclose the First Mortgage, including any period of redemption, the First Mortgagee (or receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to, the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 7.5 Right to Pay Charges on Common Area. First Mortgagees are hereby granted the right to jointly, or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area owned by the Association, and such First Mortgagees may, jointly or singly, pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common

Area and any First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 7.6 Priority. Nothing in this Declaration shall in any manner be deemed to give a Lot Owner, or any other party, priority over any rights of a First Mortgagee of a Lot pursuant to the terms of such First Mortgagee's mortgage in the case of a distribution to an Owner of insurance proceeds or condemnation awards.

Section 7.7 Notification Rights. Each First Mortgagee shall, upon specific written request to the Association identifying the name and address of the First Mortgagee, and the Lot number or address of the Lot encumbered by its mortgage, be entitled to receive:

(A) Written notification from the Association of any default in the performance by the Owner of a Lot encumbered by the Mortgage in favor of such First Mortgagee of any obligation under this Declaration or under the Articles, Bylaws, or Rules of the Association which is not cured within sixty (60) days.

(B) An annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

(C) Written notice of all meetings of members of the Association.

(D) Written notice of any condemnation loss or casualty loss affecting a material portion of the Properties.

(E) Written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond.

ARTICLE 8
EASEMENTS

Section 8.1 Utility Easements. In addition to those specific easements shown on the Plat and in any other recorded document, there is hereby created a blanket easement upon, across, over and under all portions of the Properties (including Lots, Common Areas and Protected Property) for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television cable or communications lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Properties and to affix and maintain wire, circuits and conduits on, in, and under the roofs and walls of Dwelling Units and any other structures or improvements on the Properties. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on the Properties, except as designed and installed by Developer, as designed and installed by a Public Utility or thereafter approved by the Design Review Committee. This easement shall in no way affect any other recorded easements on the Properties. In no event shall any portion of the above mentioned easements for utilities be constructed to authorize the

placing or installing of sewers, electrical lines, water lines or other utilities under any permanent building structure constructed on the Properties. There shall be an access easement for the delivery and collection of the U.S. Mail over all portions of the Properties.

Section 8.2 Inspection Easement. There is hereby created, in favor of Cochise County, Arizona, an easement over the Common Area for the purpose of inspecting any drainage and detention/retention facilities therein and for operating, maintaining, repairing and replacing same.

Section 8.3 Easement for Walls and Other Improvements. Developer may construct improvements, including but not limited to, driveways, walkways, yard walls, exterior lighting (metered to a particular Dwelling Unit), drainage structures, etc., as a part of, or for the use of, a particular Dwelling Unit, which may encroach upon or encompass portions of the Common Area or adjacent Lots. Wherever such an encroachment should occur, the Owner of the Dwelling Unit benefited by the encroachment shall have, subject to the conditions hereinafter set forth, a perpetual permanent easement for such encroachment.

In consideration thereof, each Owner agrees to maintain and keep in repair any improvements encroaching upon the Common Area or adjacent Lots which were constructed for the use of that Owner's Lot.

In the event any Owner should make demand upon the Association or upon the Owners of adjacent Lots to repair or maintain any portion of the Common Area or adjacent Lot that, because of incidental encroachment, lies within such Owner's wall or over which an encroachment has been built benefiting such Owner's Lot, then the Association or the Owner of the adjacent Lot upon which the encroachment lies, as applicable, shall have the right to require the Owner making such demand to remove said encroachment at his own expense and rebuild it on his own Lot, in accordance with the Board's plans and design specifications.

Section 8.4 Electrical Service and Telephone Lines. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, except existing overhead lines; provided that no provisions hereof shall prohibit the erection of temporary power or telephone structures incident to construction.

Section 8.5 Pedestrian/Utility Easement. If any Lot is encumbered by a pedestrian or utility easement as shown on the Plat for the benefit of pedestrians or for the installation and placement of utilities, then by accepting a deed to such Lot, the Owner acknowledges and consents to such easement.

Section 8.6 Drainage and Slope Easements. The Association is hereby granted an easement upon, across, over and under any drainage and/or slope easements shown on the Plat in order to maintain all such easements, construct, repair or maintain any structure thereon, install, place, replace and maintain landscaping thereon, and control the use thereof, all as the Association may deem appropriate, but without obligation by the Association unless otherwise agreed by it or otherwise provided herein.

ARTICLE 9
DESIGN REVIEW COMMITTEE

Section 9.1 Composition of Committee. The Design Review Committee shall consist of three (3) or more persons appointed by the Board of Directors of the Association; provided, however, that until all Lots have been conveyed to a first Owner thereof other than the Declarant or Developer, and/or so long as Developer possesses option rights to purchase Lots from Declarant, Developer shall appoint the Design Review Committee without a meeting and without a vote of the Members, and during said period, no election of the Members of said committee shall be had unless Developer has in writing relinquished its rights of exclusive appointment. A majority of the Committee may designate a representative to act for it.

Section 9.2 Design Guidelines. The Developer has established Design Guidelines to further effectuate the purposes of this Declaration and to ensure a high quality development. The Design Guidelines shall serve as a guiding document for Lot owners in designing and building Dwelling Units, and shall also guide the Committee in exercising its review function provided in this Declaration. The Design Guidelines may be amended and supplemented from time to time by the Board of Directors, provided however that the Developer retains the absolute right to unilaterally amend the Design Guidelines at any time so long as the Developer retains ownership of any Lot in the Association.

Section 9.3 Review by Committee. No site disturbance shall occur, and no Dwelling Unit, structure, improvement, (including but not limited to any building, fence, wall, exterior lighting, driveway or other surfaced area), or any attachment to an existing structure, shall be made, placed or constructed upon any Lot or the Properties (except by the Association upon the Common Area); no change of the exterior of a Dwelling Unit, structure, or improvement shall be made; no change in the final grade of any Lot shall be made; no change in exterior lighting shall be made; and no landscaping shall be installed or changed (except that plant materials may be installed in Controlled Areas without cause for concern, provided that they do not overhang the yard walls and are not visible from the street), unless complete plans and specifications (including a construction schedule) showing the nature, design, kind, quality, shape, height, materials, color scheme and location of any such Dwelling Unit, improvement, structure, attachment, or landscaping, shall have first been submitted to and approved in writing by the Design Review Committee. The Design Review Committee shall exercise its best judgment to the end that all Dwelling Units, attachments, improvements, construction, landscaping and alterations to structures on lands located within the Properties (collectively referred to herein as "Architectural Improvements") conform to and harmonize with the existing surroundings and structures. Decisions of the Design Review Committee shall be binding and conclusive.

Notwithstanding the foregoing, neither the Declarant nor the Developer shall be required to submit any plans or specifications whatsoever to the Design Review Committee, nor shall any consent or approval of the Design Review Committee be required for the construction of any improvements by the Declarant or the Developer.

Section 9.4 Procedures. The Design Review Committee shall approve or disapprove all plans within fifteen (15) days after submission and issuance by the Association of

a receipt therefore. In the event the Design Review Committee fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, approval shall be deemed denied, except that the party submitting the plans may resubmit the plans and if no response is given for a period of fifteen (15) days after a written request by certified mail for a decision, approval shall be deemed given. The Design Review Committee may establish its own rules amplifying or supplementing the foregoing procedures. The Design Review Committee may from time to time, without notice, establish, add to, delete or amend separate standards, rules and procedures, which shall not be contrary to or inconsistent with these Restrictions, providing for or otherwise relating to the submission, processing, review and approval of plans and specifications for Architectural Improvements or various portions or stages thereof. The Design Review Committee shall not be bound by previous standards or interpretations of its standards; and any consent or approval of a prior set of plans and specifications shall not preclude disapproval of a subsequent identical or similar set of plans and specifications.

Section 9.5 Vote. A majority vote of the Design Review Committee is required to approve a proposed change or improvement, unless the Committee has designated a representative to act for it, in which case the decision of the representative shall control.

Section 9.6 Liability. The Design Review Committee and the members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 9.7 Variance. The Design Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the Restrictions contained in this Article. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the Properties and shall not militate against the general intent and purpose hereof.

Section 9.8 Nonconforming Architectural Improvements. In the event that the Architectural Improvements do not, upon the proposed date set forth in the construction schedule, conform to the plans submitted to and approved by the Design Review Committee, the Design Review Committee shall give written notice to the Owner of the Property upon which such Architectural Improvements have been made. Such notice shall specify the nature of the nonconformity of the Architectural Improvements and shall grant the Owner a hearing before the Board of Directors in accordance with the Bylaws.

If an Owner has not, within sixty (60) days of the mailing or delivery of the written notice, corrected the nonconformity of the Architectural Improvement, then the Board of Directors shall have the right and an easement to direct its agents, employees or contractors to enter upon the said Owner's Property for the purpose of making any or all of such improvements, alterations or repairs as are necessary to bring the Owner's Architectural Improvements into conformity with the plans submitted to and approved by the Design Review Committee. Nothing in this Section 9.8 shall be construed to prohibit the Association from filing a judicial action, administrative action or seek other relief to remedy any nonconformity.

All costs incurred by the Association in the course of the Board's efforts to bring the nonconforming Architectural Improvements into conformity with the approved plans as provided above, including costs of labor, materials and all associated administrative costs and attorneys' fees reasonably incurred by the Association in connection therewith, shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien on such Owner's Lot and the improvements thereon, and shall be enforceable and collected as provided for herein.

Section 9.9 Color and Building Materials. Without limiting the foregoing, no color changes nor any changes in the original building structure, composition or products shall be permitted without approval of the Design Review Committee.

Section 9.10 Broad Discretion of Design Review Committee. In reviewing plans for alterations, modifications, additions or other changes to a Dwelling Unit, improvement or structure upon a Lot, the Design Review Committee shall exercise its discretion in deciding whether or not an alteration or modification is in harmony with the overall scheme of subdivision development. The Design Review Committee shall have the right to deny alterations or modifications for purely aesthetic reasons if the Design Review Committee considers the alteration or modification to be inconsistent in relation to the overall scheme of development, or if the Design Review Committee considers the alteration or modification to be a nuisance or upset of design, or if the Design Review Committee considers the alterations or modifications to be in contrast to or out of harmony with the style of existing structures, or if the physical views of the Properties will be disrupted by the alteration or modification. The Design Review Committee may elicit the opinion of other Owners, including the neighbors of the Owner submitting the plan for alteration or modification, as to the conformity and harmony of the proposed plan with the overall scheme of development, and the effect that the proposed plan might have on the physical views of other Owners. After eliciting these opinions, the Design Review Committee may, but need not, take them into account in making its final decision of approval or disapproval of an alteration or modification to an existing structure. While the opinion of no single Lot Owner will control a decision of the Design Review Committee, the Design Review Committee may, within its own discretion, but need not, attach whatever significance it deems sufficient to the statements of residents and/or neighbors of the Owner submitting the proposed alteration or Modifications to an existing structure.

Section 9.11 Fee. The Association may establish, and from time to time adjust, a reasonable processing fee to defer the costs of the Design Review Committee in considering any requests for approvals submitted to the Design Review Committee. The Association also may establish a fee schedule and amend such schedule from time to time, with respect to all or any portion or stage of the processing of plans and specifications as provided for in Section 9.3.

Section 9.12 Exemption. Notwithstanding the above, neither Declarant nor Developer shall be required to submit any plans to or obtain any consent whatsoever from the Design Review Committee for any improvements, structures or landscaping built, constructed, erected, modified or altered by Declarant or by Developer on any of the Properties.

ARTICLE 10
USES AND RESTRICTIONS

All the Properties shall be held, used and enjoyed, subject to the following limitations and restrictions (in addition to all other provisions hereof):

Section 10.1 Plat Notes. In addition to the Restrictions contained herein, the Properties are subject to any restrictions and limitations set forth on the Plat, including, without limitation, any height and set-back restrictions.

Section 10.2 Private Residential Purposes. Dwelling Units and Lots shall be occupied and used by the respective Owners solely for private single family residential use of the Owner, his family, tenants and social guests and for no other purpose. No manufactured, modular, pre-fabricated, mobile homes or modular homes on slabs shall be permitted. No gainful occupation, profession, trade or other non-residential use shall be conducted on the Properties, except that (a) Declarant or Developer may maintain sales offices, construction offices and sales models on the Properties; (b) Commercial Activity is permitted on Properties designated by the Developer or Declarant as provided herein; and (c) an Owner may carry on a "Home Occupation", as provided below.

"Home Occupation" as permitted by this Section 10.2 means private consultation and advice in trades and professions, and the sales or creation of art work, small wares and miscellaneous goods at a retail level, and includes consultation by professionals such as accountants, lawyers, and doctors, but no portion of the Properties nor any Dwelling Unit shall be used for the full-time general practice of any profession, nor as a lodge, nor may the interior of any Dwelling Unit be used for medical or surgical treatment or procedures.

An Owner or occupant residing in a Dwelling Unit may conduct a Home Occupation solely within the private confines of a Dwelling Unit so long as: a) the existence or operation of the business activity is not apparent from the outside of the Dwelling Unit, and no sound or smell from the outside of the Dwelling Unit indicating the conduct of business is detectable; b) the business activity conforms to all zoning requirements for the Properties; c) the business activity does not involve frequent or annoying traffic by persons coming on the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or hazardous or offensive use, nor threaten the security or safety of other residents of the Properties.

No Home Occupation may involve heavy equipment or machinery, manufacturing, drilling, burning or conversion of any garage or carport into a business office or room.

No business conducted upon the Properties or in any Dwelling Unit by persons other than the Declarant or its successors and assigns or the Developer, may result in any change to the exterior appearance of any Dwelling Unit or Lot, and no business conducted, except by the Declarant or Developer, shall involve signs, buildings, or structures in addition to the Dwelling Unit.

The Board of Directors shall have the discretion to determine whether, in a particular case, the conduct of a Home Occupation violates the provisions hereof. If such determination is made, the Board of Directors shall have the authority to require that the Home Occupation in question cease immediately.

Sales offices, sales models and construction offices utilized by the Declarant or Developer on the Properties need not be owned by either Declarant or Developer. Further, sales models and sales offices may be utilized on the Properties as sales models and sales offices for the benefit of other subdivisions of either Declarant or Developer.

Section 10.3 Commercial Activity. Notwithstanding the use restrictions set forth in this Declaration, the Developer and/or the Declarant, at all times while any Lot is still owned by the Developer, shall have the right but not the obligation to establish and designate certain Properties or Lots for Commercial Activity, including any Lot or any Properties subsequently added to this Declaration or the Plat as a result of Annexation.

For purposes of this Section 10.3, "Commercial Activity" is defined as any non-residential use established as a permitted use in any commercial or business zoning district in the Cochise County Zoning Ordinance, expressly including neighborhood-level retail uses and office uses, provided that uses permitted by any industrial zoning district are expressly prohibited, and further provided that all Commercial Activity shall comply with the Cochise County Zoning Ordinance.

Section 10.4 Height Restrictions. All Dwelling Units on any Lot shall be limited in height to twenty-eight (28) feet (measured from the highest native grade elevation of the Lot).

Section 10.5 Minimum Floor Area and Garage Area. The principal residence on each Lot shall have a minimum of 1700 Square feet fully-enclosed floor area (based on exterior dimensions of enclosed, conditioned spaces) devoted to living purposes, exclusive of porches, terraces, garage and guest quarters.

The minimum floor area requirements of this section may be decreased by the Design Review Committee on any individual Lot when the Committee determines, in its sole and absolute discretion, that exceptional circumstances exist which make it appropriate to permit an exception to the minimum floor area requirements in this section.

In addition to the minimum fully-enclosed floor area requirements above, each home shall have a two car garage and a covered patio bringing total area under roof to approximately 2,500 square feet.

Section 10.6 Animals. No animals of any kind shall be raised, bred, or kept, except that a reasonable number of generally recognized house or yard pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No horses or livestock shall be permitted on any Lot. Generally recognized house or yard pets shall be defined as cats and dogs. No animal shall be allowed to become a nuisance. No animal which is intrusive by way of noise, smell or safety will be permitted. All dogs shall be controlled so as to not bark or howl at any time. A "reasonable number" as used in this Section shall ordinarily

mean no more than 4 pets per household; provided, however, that the Design Review Committee may determine, in its sole and absolute discretion, whether a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable. All dogs shall be kept on a leash at all times when outside of a Lot or Controlled Area. All Owners shall be responsible for picking up and properly disposing of dog litter upon the Property or upon Protected Property. Notwithstanding the above, this section shall in no way restrict or limit "assistive animals" under the American Disabilities Act. In addition, notwithstanding the above, Declarant or Developer shall have the right to fence off a portion of the Properties for grazing of cattle purposes and to reclassify that portion of the Properties for agricultural use.

Section 10.7 Trash Containers. No garbage or trash shall be placed or kept on any Lot within the Properties, except in covered containers of a type, size, and style which have been approved by the Design Review Committee, and containers shall at all times be hidden and screened from view of neighboring Lots or streets except on days of trash pick-up. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be allowed.

Section 10.8 Aerials. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 CFR Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder, and to establish reasonable, non-discriminatory restrictions relating to location and safety of antennae structures. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or (when reasonably feasible) from neighboring Property or integrated with the Dwelling Unit and surrounding landscaping to prevent or limit such visibility. Antennae shall be installed in compliance with all applicable laws and regulations.

Section 10.9 Nuisances. After completion of construction of any Dwelling Units and landscaping of Lots, no rubbish or debris of any kind shall be placed or permitted thereon so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its occupants. No loud or offensive noise, excessively glaring or bright lights, foul odors or other nuisance shall be permitted to exist or operate upon the Properties so as to be offensive or detrimental to its occupants.

Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Property without the prior written approval of the Design Review Committee. The Design Review Committee, in its sole discretion, shall have the right to determine the existence of any such nuisance.

Section 10.10 Swimming Pools. Subject to compliance with the provisions of this Declaration and the prior approval of the Design Review Committee, swimming pools shall be permitted on any Lot.

Section 10.11 Parking and Storage of Vehicles.

(A) General Rule. Any and all motor vehicles not prohibited by the provisions hereof shall be stored in a carport or garage so as to conceal the same from view from adjoining Property including roads, except that vehicles (other than recreational vehicles, commercial vehicles, motor homes, campers, trailers, boats and similar vehicles, as provided below) may be parked upon the paved driveway surfaces of each Lot on a temporary basis only when there is insufficient room within an enclosed garage. Boats, trailers and similar vehicles will be allowed if they are parked in backyards and reasonably screened from view by the rear side walls.. Notwithstanding the above, parking on the public streets will be subject to regulation by the appropriate governmental body.

(B) Recreational and Commercial Vehicles. Parking and/or storing of recreational vehicles, commercial vehicles, motor homes, campers, trailers, boats and similar vehicles is prohibited on all portions of the Properties, except within the confines of an enclosed structure which has been first approved by the Design Review Committee, in its sole and absolute discretion. Such vehicles may be parked on the parking area of an owner's Lot, but only for short periods of time solely for purposes of loading or unloading. All garages, including those used for the storage of any recreational vehicle, shall be designed through the use of architectural detailing, landscaping or other design elements to appear integrated with the main residence.

(C) Use of Recreational Vehicle as Living Quarters; Storage of Vehicles Under Repair. The use or occupancy of a recreational vehicle, motor home, van, camper, trailer, or boat as living quarters on either a temporary or permanent basis is strictly prohibited on any portion of the Properties, including during construction. At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories.

(D) Exception. Notwithstanding anything to the contrary in this Section 10.12 or otherwise contained herein, the Association shall not prohibit the parking of vehicles protected by A.R.S. 33-1809 (emergency public safety vehicles).

Section 10.12 Diseases and Insects. No owner shall permit anything or condition to exist upon any Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 10.13 Construction Activity. Any and all construction activities associated with the building of any residence, outbuilding or other structure on any Lot shall be carried out continuously and diligently until completed. Construction of the main residence shall be completed within 18 months from the date of issuance of the building permit from Cochise County. Storage of all construction material shall be limited to the Lot. Construction debris and trash shall be picked up and placed in a trash container or otherwise removed from the Lot on a

daily basis; provided, however, this does not apply to large construction trash containers. Portable toilets shall be required for all construction activities on any Lot which does not have operable toilet facilities.

Section 10.14 Setbacks. The minimum required setbacks for all buildings and structures on any Lot shall be as provided by Cochise County regulations, or a minimum of 20 feet from the Property boundaries. All improvements and Dwelling Units on any Lot shall have a minimum required setback of 10 feet from the boundary of any Conservation Easement; provided, however, that this setback requirement shall not apply to underground facilities such as utilities, septic tanks, basements, etc. Additional setback requirements, if any, shall be established by the Design Review Committee.

Section 10.15 Drainage. There shall be no interference with the established drainage pattern over any Property unless approved by the Design Review Committee or unless adequate provision is made for proper drainage conforming to applicable city and county rules, regulations, ordinances, and drainage criteria. For purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the Properties is completed, or which is shown on any plans conforming to applicable rules, regulations, ordinances, and applicable drainage criteria.

Section 10.16 Modification of Exterior Wall. Unless approved by the Design Review Committee, no Dwelling Unit owner shall alter or modify the exterior wall of a Dwelling Unit by cutting any opening in or placing any window of any kind in said exterior wall.

Section 10.17 Electrical Service and Telephone Lines. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead; provided, however, that the Declarant shall not be prohibited from erecting temporary power or telephone structures incident to construction. Notwithstanding the above, any overhead wires in existence as of the date of these Declarations may remain in place.

Section 10.18 Mailboxes. Individual mailboxes shall not be permitted on any Lot. All mailbox facilities shall be constructed in a central location within a Common Area, which shall be maintained by the Association.

Section 10.19 Temporary Structures, Mobile Homes, Etc. No manufactured, prefabricated home or mobile home shall be permitted or placed upon any Lot or anywhere else in the Properties. Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, temporary garage, or outbuilding shall be placed or erected upon any Lot, and no residence placed or erected upon any Lot shall be occupied in any manner at any time prior to its being fully completed, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction or alteration of a structure on any Lot, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work.

No temporary living structures or trailers shall be permitted during construction on any Lot or Property. The work of constructing, altering, or remodeling any structure on any part

of any Lot shall be prosecuted diligently from the commencement thereof until the completion thereof. The provisions of this section shall not apply to the Declarant or Developer.

Section 10.20 Lots to be Maintained. Each Lot shall at all times be kept by the Owner in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other material or building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or street, except as necessary during the period of construction.

Section 10.21 Lots Not to be Subdivided. No Lot shall be subdivided or resubdivided, except in the sole and unfettered discretion of the Declarant or Developer, or except for the purpose of combining portions of a Lot with an adjoining Lot, provided that no additional building site is created thereby. The Declarant or Developer may resubdivide, change, modify or amend the Plat which may result in additional Lots at its discretion. The Declarant is hereby appointed the agent for all Lot owners for this purpose.

Section 10.22 No Hazardous Activities. No activities shall be conducted on the Properties and on improvements constructed on the Properties which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Properties unless an indoor firing range is built meeting all building codes and zoning. No open fires shall be lighted or permitted on the Properties, except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace or fire pit, or except such campfires or picnic fires on Property designated for such use by Declarant or Developer.

Section 10.23 Tanks. No tanks of any kind, either elevated or buried, shall be erected, placed, or permitted upon any Lot, except as provided herein. Propane gas tanks shall be allowed if the propane gas tank is installed horizontally and not vertically, and is enclosed or screened in such a way as to appear to be an integral part of the home and so as to be concealed from view of any Lot. Tanks used for grey water or rain water collection and storage shall be allowed, provided all such tanks are constructed screened or constructed in such a way so as to appear integral to the design of the home or other structures.

Section 10.24 Roof-Mounted Facilities. The installation and placement of all roof-mounted facilities shall require prior approval of the Design Review Committee. Subject to the other provisions of this Declaration, all roof-mounted facilities, including but not limited to solar panels, heating, air conditioning and cooling units, and antennas shall be screened from view of neighboring Property and shall not be installed upon the roof of any structure unless the roof design allows the roof-mounted facilities to be screened from view of neighboring Property. To the extent practicable for proper function, the installation and placement of all solar panels, solar water heating equipment and incident solar energy devices shall be screened from view of neighboring Property; provided, however, that the installation of solar panels, solar water heating units and incident solar energy devised shall be permitted on any Lot or Dwelling Unit and shall not be prohibited by the Design Review Committee.

Section 10.25 Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or improvement thereon of this subdivision,

except that in the course of selling a Dwelling Unit, one sign not to exceed sixteen (16) square feet in size shall be permitted in the front yard area of a Lot. The Declarant and Developer are exempt from the provisions of this Section 10.25. The foregoing restrictions shall be subject to such limitations and privileges as are established by law, including for the placement of political signs and signs pertaining to candidates for political office or to other such protected matters.

Section 10.26 Derricks, Boring, Etc. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Properties, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or minerals of any kind be produced or extracted there from.

Section 10.27 Landscaping. The native growth on each Lot, including but not limited to cacti, mesquite, oak and other vegetation, shall not be destroyed or removed from any Lot except such removal of native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages and other outbuildings and/or walled-in service yards and patios. Such native growth shall not be removed prior to commencement of construction and prior to approval of plans by the Design Review Committee.

The Association and/or Design Review Committee may require the salvage, replacement or replanting of any native growth removed for building purposes with other native vegetation. All landscaping on any Lot which is outside of a Controlled Area shall conform to and be compatible with the Design Guidelines. Landscaping shall not be permitted to cause a nuisance. All landscaping outside of a Controlled Area shall require the prior approval of the Design Review Committee, except for replacement of original landscaping installed by Declarant or Developer. In addition, each Owner shall comply with the provisions of the Conservation Easement if it encumbers the Owner's Lot.

Section 10.28 Minimum Driveway Requirements. Driveways on all Lots shall be approved by the Design Review Committee. Only one (1) driveway per Lot shall be permitted, unless approved in writing by the Design Review Committee.

Section 10.29 Renting. Each Owner shall have the right to lease or rent his Dwelling Unit; provided, however, that any lease agreement must be in writing and must provide that the failure of any lessee or tenant to comply with the Rules, Bylaws, Articles and provisions of this Declaration shall be a default under the lease. Any lease agreement shall be for a period of not less than 6 months. All Members shall register the names and telephone numbers of all tenants.

Section 10.30 Solar Devices. No solar devices, of any type, shall be placed, erected or installed on any Lot without the approval of the Board or the Design Review Committee.

Section 10.31 Insurance Rates. Nothing shall be done or kept on any Lot or Common Area which will increase the rate of insurance on such Property nor shall anything be done or kept on or in any Dwelling Unit or Common Area which will result in the cancellation of insurance on any such Property or which would be in violation of any law, unless expressly approved by the Design Review Committee.

Section 10.32 Soil Reports. The soils which underlie the foundation of homes within the Properties may have the potential for consolidation or swelling. No owner of all or any portion of any Lot shall maintain any kind of landscaping, irrigation or vegetation within four feet of any exterior wall or foundation of the residence built upon said Lot.

No owner of all or any portion of any Lot shall maintain or cause to be maintained upon said Lot a pattern of grading and drainage other than the original drainage and grading for said Lot, as established by the builder, unless approved by the Design Review Committee, except that grading and drainage may be modified so as to allow use of natural drainage to irrigate trees and other landscaping provided such modifications to drainage do not have an adverse impact upon any adjacent Property or Lot.

No owner of all or any portion of any Lot shall construct a swimming pool, Jacuzzi, whirlpool, or other like improvement ("Sub grade Improvements") without first making, or causing to be made, an independent determination that the soil conditions of the Lot is suitable for such improvements.

Neither Declarant nor Developer have made any representation or warranties, express or implied, regarding the suitability of the soil upon any particular Lot for Sub grade Improvements, and therefore as between Declarant and Developer and the Owner, or any successor-in-interest thereto, the Owner assumes all liability and risk and shall hold harmless and indemnify Declarant and Developer for all liability and risk arising from, directly or indirectly, the construction of Sub grade Improvements upon the Lot.

Section 10.33 Right of Inspection. During reasonable hours, any member of the Board, or any authorized representative of the Board shall have the right upon reasonable notice to the Owner of a Dwelling Unit to enter upon and inspect the Lot (except the interior of Dwelling Unit), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry. For purposes of this Section, 48 hours advanced notice shall be deemed reasonable, provided that advanced notice may be less than 48 hours in case of emergency. This right of inspection shall not be used to harass Owners or occupants of Dwelling Units.

Section 10.34 Special Provisions Pertaining to Historic Structures. There exist on Lot 5 and Lot 6 of the Plat structures which are historic and are listed on the National Register of Historic Places (NRHP # 96000759) ("Historic Structures"). The Historic Structures include the main house, guest house, foreman's house, garage, and shed associated with the foreman's house. The Historic Structures which currently exist on Lot 5 and Lot 6 on the Plat shall be maintained. The Historic Structures shall be maintained in good condition. The Historic Structures are expressly permitted even though they may not conform to other provisions of this Declaration, including but not limited to the minimum square footage requirement.

The Developer or an affiliate of Developer shall be entitled to occupy the Historic Structures unless and until the Historic Structures are sold to a third party. In the event that the Historic Structures are sold to a third party, the third party may occupy the Historic Structures on Lot 5 for a period of not exceeding five (5) years after purchase during which period a main

residence which shall comply with all provisions of this Declaration shall be built. The main residence to be built on Lot 5 shall be compatible in design to the Historic Structures on Lot 5 and shall comply with the other provisions of this Declaration. After a main residence is built on Lot 5, the Historic Structures on Lot 5 shall remain in their present location but shall be used for guest house or studio purposes, and they shall be maintained in good condition.

With regard to the Historic Structures on Lot 6, those structures shall be maintained in good condition. Any other structures built on Lot 6 shall be compatible in design to the Historic Structures on Lot 6 and shall comply with the other provisions of this Declaration.

Section 10.35 Permitted Restrictions/Special Event Use. In the event that the Historic Structures are retained by the Developer or a designee of Developer, the Developer shall be entitled to use the Historic Structures for Commercial Activity provided that the Historic Structures are maintained and preserved in good condition. Notwithstanding the above, it shall be permitted for the Developer, an affiliate of Developer or its designee to obtain a special use permit to use the Historic Structures on Lot 6 for restaurant or similar purposes. In addition, the Developer, an affiliate of Developer or its designee shall have the right to obtain a special use permit to use the facilities on Lot 35 for Special Event use, or for restaurant or similar purposes.

Section 10.36 Water Conservation Measures. The Developer and the Association recognize that water resources within southern Cochise County are extremely valuable and shall be conserved. All homes built on any Lot are encouraged to make use of either grey water irrigation or rainwater harvesting. All landscaping plans shall include xeriscaping. All construction shall include water-conserving plumbing fixtures.

All landscaping shall consist of low water use, drought tolerate plants as defined by Cochise County and/or the Arizona Department of Water Resources and/or the University of Arizona. Hot water re-circulating systems shall be installed and maintained in each home. Evaporative coolers as the sole source of air conditioning shall be prohibited, provided, however, that dual systems shall be allowed. Any evaporative cooler shall employ reasonable water re-circulation technology.

The Association shall formulate other rules and regulations for the conservation of water. Each Owner shall be required to maintain the water conservation measures set forth herein after construction of the home. Grading and drainage may be modified so as to allow use of natural drainage to irrigate trees and other landscaping provided such modifications to drainage do not have an adverse impact upon any adjacent Property or Lot.

ARTICLE 11
ANNEXATION

Section 11.1 Right of Annexation. The Developer may at any time determine and decide in its sole and absolute discretion to exercise the right of Annexation.

Section 11.2 Timing of Annexation. The Developer may elect to exercise the right of Annexation at any time provided that the Developer still retains Class B membership.

Section 11.3 Procedure for Annexation. Upon a determination by the Developer to exercise the right of Annexation, the Developer shall amend this Declaration so as to include as Properties herein any and all real property in the area of Annexation.

Section 11.4 Membership of Annexation Area. In the event of Annexation, all real property within the area of Annexation shall be subject to this Declaration, and, upon sale of each Lot by the Developer or its successors and assigns, all Owners of such Properties shall become Class A Members of the Association.

Section 11.5 Transition to Board in Event of Annexation. Notwithstanding any contrary provisions in Section 2.2 of this Declaration, and regardless of whether or not the Developer retains Class B membership in areas other than the Annexed Area, in the event Developer exercises the right of Annexation, the Developer shall retain Class B membership in the Association, which membership shall cease and be converted to Class A membership on the happening of the earliest of the following events:

(A) Ninety (90) days after such time as the total votes outstanding in the Class A membership in the Annexed Area equal the total votes outstanding in the Class B membership in the Annexed Area; or

(B) Ten (10) years following the conveyance of the first Lot in the Annexed Area to an Owner, other than the Declarant or Developer.

Ownership of any Lot within an Annexed Area by the Developer shall entitle the Developer to additional Class B membership in those Lots, and the Developer shall be entitled to three (3) memberships and three (3) votes for each Lot owned.

ARTICLE 12
GENERAL PROVISIONS

Section 12.1 Term. The Restrictions in this Declaration, as from time to time amended as provided below, shall remain in full force and effect for a period of twenty (20) years from the date of recordation thereof and shall thereafter be deemed to have been renewed and automatically extended for successive periods of ten (10) years each, subject to repeal at any time by the written consent of the Owners of at least seventy-five (75%) percent of the Lots.

Section 12.2 Amendments; Termination.

(A) Procedure. This Declaration may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such Amendment has been approved by the vote or written consent of the then Owners, including Declarant and Developer, of not less than seventy-five percent (75%) of the Lots within the Properties. Such amendment shall be effective upon its recordation with the Cochise County Recorder, Cochise County, Arizona.

(B) Amendments While Developer In Control. Declarant shall have and hereby specifically reserves the right and power to unilaterally make and execute any such

amendments to this Declaration as it sees fit in its sole and absolute discretion without obtaining the approval of any other Owners, Members, or Members of the Board to such amendments, at all times while the Developer retains Class B Membership.

(C) Declarant Approval. So long as Declarant owns a single Lot, any amendment or termination proposed shall first be submitted to Declarant for approval and, should Declarant refuse to approve such amendment, such amendment or termination shall be null and void, provided that this right of veto shall not endure beyond ten (10) years after recording of this Declaration.

(D) Developer Approval. Notwithstanding the foregoing, so long as Developer possesses option rights to purchase Lots from Declarant or owns any Lot within the Properties, any amendment to the provisions hereof proposed to be made by Declarant or by the Association shall require the written consent of Developer unless the proposed change in no way adversely affects the interests of Developer. In addition, Declarant agrees to vote in favor of any reasonable amendment proposed by Developer so long as the amendment is reasonably necessary to correct a clear ambiguity or is otherwise not adverse to the interests of Declarant.

(E) Non-Uniform Amendments. No amendment shall be invalid solely because it affects property within the Properties in a non-uniform manner.

Section 12.3 Enforcement and Non-Waiver.

(A) Enforcement. Except as otherwise provided herein, the Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges or Rules now or hereafter imposed by provision of this Declaration.

(B) Violation of Rules. If any Owner, his family or any licensee, tenant or lessee or invitee violates the restrictions of this Declaration or the Association's Rules, the Board may, in addition to any other enforcement provisions contained herein, suspend the right of such person to use the Common Area, under such conditions as the Board may specify, for a period not to exceed sixty (60) days for each violation. Each day an infraction continues is a separate violation.

Before invoking any such suspension, the Board shall give such person notice of hearing before the Board. Further, the Association shall have the authority to bring an action at law or in equity to enforce any of the provisions and Restrictions of this Declaration. Expenses of enforcement, in the event the Association is a substantially prevailing party, shall be paid to the Association by the Owner against whom enforcement action was commenced.

The Association shall have the right to enter upon the Lot of any Owner for the purpose of repairing, modifying, or demolishing improvements which are not in conformance with the provisions of this Declaration and all expenses incurred in connection therewith shall be paid to the Association by the Owner in violation.

(C) Violation of Law. Each and every provision of this Declaration and any amendment hereto shall be subject to all applicable governmental ordinances and subdivision regulations and any future amendments thereto. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Properties is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein or in the Bylaws.

(D) Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

(E) Non-Waiver. Failure by the Declarant, the Developer, the Board, the Association, the Design Review Committee, or by any Owner to enforce any of the provisions hereof at any time shall not constitute a waiver of the right thereafter to enforce any of such provisions.

(F) Severability. Invalidation of any one of these covenants or restrictions by judgment, court order, or waiver, shall not affect the enforceability of any other provisions which shall remain in full force and effect.

Section 12.4 Construction.

(A) Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Properties. Except for judicial construction, Declarant shall have the exclusive right to construe and interpret this Declaration and the provisions and Restrictions herein. In the absence of any adjudication to the contrary by a court of competent jurisdiction, Declarant's construction or interpretation of the provisions and Restrictions in this Declaration shall be final, conclusive and binding upon all persons and the Properties.

(B) Restrictions Severable. Notwithstanding any other provision hereof, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(C) References to Restrictions. Any and all instruments of conveyance or lease of any interest in any Lot or the Properties may contain reference to this Declaration and shall be subject to the Restrictions in this Declaration the same as if they were therein set forth in full; provided that the Restrictions herein shall be binding upon all persons affected by the same, whether express reference is made to this Declaration or not.

(D) Rule Against Perpetuities. In the event the provisions hereunder are declared void by a Court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said periods of time shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

(E) Singular Includes Plural; Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(F) Captions. All captions and titles used in this Declaration are intended solely for convenience or reference purposes only and in no way define, limit or describe the true intent and meaning of the provisions hereof.

Section 12.5 Exemption of Declarant and Developer. Nothing in this Declaration shall limit the right of Developer or Declarant to complete excavation, grading and construction of improvements to any portion of the Properties, including Common Area, or to construct such additional improvements as Developer deems advisable in the course of development of the Properties so long as any Lot therein remains unsold. Further, nothing in this Article shall limit the right of a Developer or Declarant to use any structure as a sales model, sales office or construction office or parking area and to place any sign, banner, flag or similar method of advertisement to promote sales within the Properties or subdivisions of Declarant or Developer. Without limitation, the Declarant and Developer may maintain sales, administrative and construction offices on any Lot within the Properties and may maintain parking areas and parking lots on any Lot or Common Area within the Properties. The rights of Declarant or Developer hereunder or elsewhere in this Declaration may be assigned by Declarant or Developer.

Section 12.6 Existing Violations of this Declaration. If a violation of this Declaration should exist on one or more Lots at the time of recording, then that violation shall be permitted hereunder, provided, however, should the violation be abated or cease to exist, it shall not be permitted to be rebuilt or reconstructed.

Section 12.7 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows (or to such other address as the Association, Declarant or Developer shall designate in writing in the Bylaws or otherwise):

If to the Association:

Kings Ranch at Coronado Homeowner's Association, Inc.
1601 Paseo San Luis, Suite 101
Sierra Vista, Arizona 85635

If to the Developer:

Canyon Vista Land, L.L.C.
1601 Paseo San Luis, Suite 101Sierra Vista, Arizona 85635
If to the Declarant:

K Ranch LLC
1601 Paseo San Luis, Suite 202
Sierra Vista, Arizona 85635

If to an Owner, to the address of the Owner within the subdivision. The address of any of the above parties may be changed at any time by the party concerned by delivering written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 12.8 Binding Effect. By acceptance of a deed or acquiring any ownership interest in any of the Properties included within this Declaration, each person or entity, for himself, or his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the Properties and hereby evidences his intent that all the Restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 12.9 Resale of Lot by Owner. Each Owner shall notify the Association, not less than 10 business days prior to the closing of any sale of such Owner's Lot, of the name and address of the purchaser thereof, as well as the scheduled closing date for the sale. The Association shall, upon receipt of such information, mail or otherwise deliver to such purchaser such information as is required by the Bylaws or by applicable law.

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IN WITNESS WHEREOF, Declarant has executed this Declaration the day, month and year first above written.

PIONEER TITLE AGENCY, INC.,
an Arizona corporation, as trustee under Trust No. 321365
and not in it's corporate capacity

By: _____
Print Name: R. Keith Newlon
Its: Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

ACKNOWLEDGED, SUBSCRIBED and SWORN to before me this 7 day of February, 2012, by R. Keith Newlon, as Trust Officer of PIONEER TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 321365.

OFFICIAL SEAL
DEBBIE HAMMETT
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires Sept. 14, 2014

_____
Notary Public

[Additional signature pages follow]

CONSENTED TO AND APPROVED BY:

DEVELOPER

CANYON VISTA LAND, L.L.C., an Arizona limited liability company

By: Robert L. Workman
Print Name: Robert L. Workman
Its: Manager

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

ACKNOWLEDGED, SUBSCRIBED and SWORN to before me this 7TH day of FEBRUARY, 2012, by ROBERT L. WORKMAN, as Manager of CANYON VISTA LAND, L.L.C., an Arizona limited liability company.

Blanca A. Hightower
Notary Public

Notary Public State of Arizona
Cochise County
Blanca A Hightower
My Commission Expires
05/29/2013

CONSENTED TO AND APPROVED BY:

DECLARANT:

K RANCH LLC, an Arizona limited liability company

By: _____
Print Name: Karol E. George
Its: Manager

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

ACKNOWLEDGED, SUBSCRIBED and SWORN to before me this 7TH. day of FEBRUARY, 2012, by KAROL E. GEORGE, as Manager of K RANCH LLC, an Arizona limited liability company.

_____
Notary Public

Notary Public State of Arizona
Cochise County
Blanca A Hightower
My Commission Expires
05/29/2013

[Additional signature page follows]

MEMORANDUM OF UNDERSTANDING

Date: January 30, 2012

To: Arizona Conservation Easement Stewards, Inc.
Owner/Developer, Kings Ranch at Coronado

From: Karen Riggs, P.E., County Engineer

Subject: Memorandum of Understanding (MOU) between the Arizona Conservation Easement Stewards, Inc., Kings Ranch at Coronado Owner/Developer and Cochise County Flood Control District for the design, construction, maintenance and monitoring of stormwater control, capture and recharge facilities within the Conservation Easement previously recorded on 11 December, 2009 as Document No. 2009-29825 of the Cochise County, Recorder's Office.

The purpose of this MOU is to develop a cooperative and mutual understanding between all parties that would allow for the design, construction, maintenance and monitoring of new and proposed stormwater control, capture and recharge facilities within the conservation easement in accordance with Section VI, Conservation Intent of the Amended and Restated Conservation Easement and Management Plan, and Section 603 of the Cochise County Subdivision Regulations.

Background:

Cochise County recently received a multiyear grant to design, build and monitor the effectiveness of a storm water capture and recharge pilot project. This pilot project consists of the design and construction of several stormwater capture and recharge facilities along the San Pedro River more specifically in the Upper San Pedro Sub-Watershed. This is an opportunity for Cochise County and its partners to be on the cutting edge of storm water recharge implementation in an area that is and has been in the national spotlight regarding water use and re-use.

These facilities are intended to protect property and infrastructure as well as utilizing the increased storm water runoff that results from growth and urbanization for beneficial use, more specifically groundwater recharge.

It is anticipated that the results of this pilot project will be the catalyst in the development of County-wide Stormwater Management Policy and will provide project development guidance for future projects and possible development incentives and or regulations regarding stormwater runoff.

The scenic quality of the Conservation Easement is a priority for the easement holder. Proposed structures will be designed so as to have a minimal impact from a scenic standpoint. Plans and Specifications showing the nature of the proposed stormwater facilities will be provided to the Owner/Developer and ACES for review and comment as design progresses. Adequate time will be provided for review and comments. Proposed facilities will be designed and constructed so that habitat and open space for enjoyment of the general public is preserved and will be in compliance with A.R.S. Section 33-271 et seq.

The improvements associated with this pilot program include:

1) The construction of one or more stormwater detention/recharge basins on the Mansker property.
2) The detention, collection and capture of stormwater generated within the developed and improved surfaces of Kings Ranch at Coronado Subdivision. The collected stormwater may be recharged within the conservation easement located within the subdivision or transported to a lower detention/recharge location, or detention near the subdivision with increased recharge capabilities but along a natural stream downstream. This allows for the recharge of stormwater closer to the San Pedro River in conjunction with the detention/recharge basin project. For example, it is anticipated that the following or similar activities may be part of the final project in the conservation easement:
    - Test trenches (will be returned to existing condition after testing)
    - Monitoring wells
    - Precipitation and/or stream gage monitoring
    - Flood detention berms or walls
    - Infiltration galleries (below ground)
    - Underground piping
    - Pump facilities
    - Utility connections and junction boxes
    - Erosion protection
    - All ground disturbance will be returned to existing conditions as closely as is possible

Objectives:

- To design, construct, maintain, monitor and operate stormwater control, capture and recharge facilities within the conservation easement in accordance with Section VI, Conservation Intent of the Amended and Restated Conservation Easement and Management Plan and Section 603 of the Cochise County Subdivision Regulations.

- To design and construct stormwater capture and recharge facilities so as to be visually and physically consistent with the intent of the conservation easement, that is, any structural and/or monitoring equipment within the easement will be designed and constructed to appear as natural as possible.

- To maintain conservation easement compliance with all applicable laws.

Implementation:

- Cochise County will transmit improvement and management plans to both the Arizona Conservation Easement Stewards and the Owner/Developer of Kings Ranch at Coronado for their input, comments and concurrence.

- The Arizona Conservation Easement Stewards and the Owner/Developer of Kings Ranch at Coronado will be responsible to respond to and provide written comments regarding the proposed improvements or management plans to Cochise County within 30 days of the receipt of any correspondence, improvement and management plans.

- Cochise County will be responsible to coordinate a comment resolution meeting with all the parties involved in order to resolve and mitigate any issues brought forth by any of the other two parties.

- Cochise County will move forward with the proposed improvement and management plans after the 30 day comment period in the event that no comments or concerns were brought forth by the other two parties.

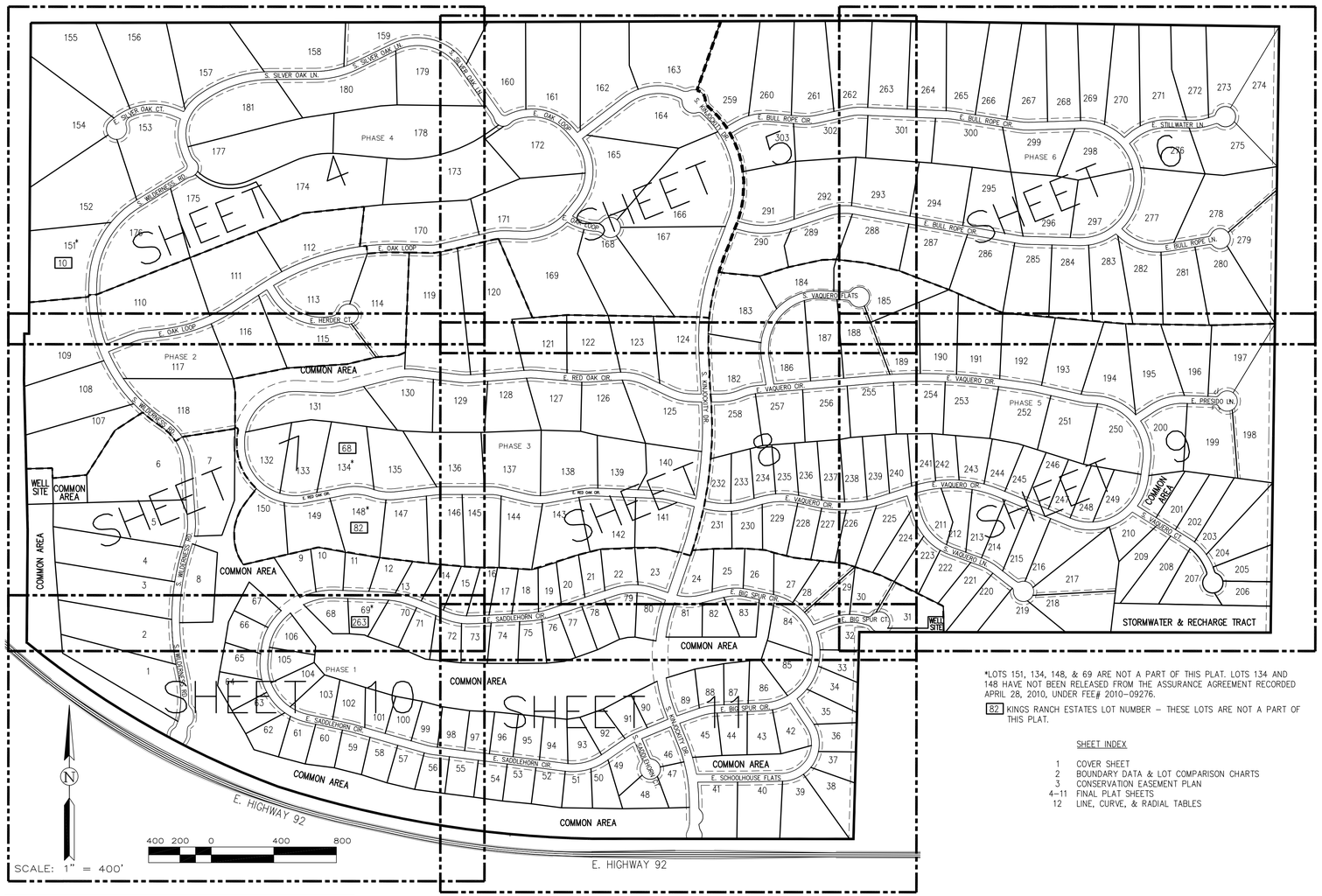
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this___day of_____ , 2012

By: _____
Richard Searle
Chairman
Cochise County Flood Control District

By: _____
Jeffrey M. Neff
Director
Arizona Conservation Easement Stewards, Inc.

BY: _____
Name
Owner/Developer
Kings Ranch at Coronado

FINAL PLAT
KINGS RANCH AT CORONADO

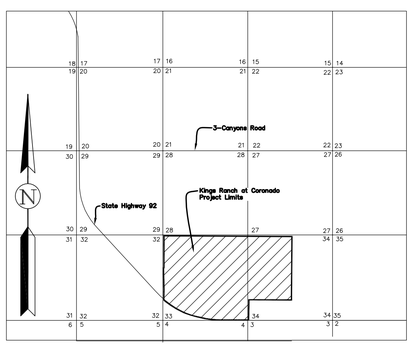


*LOTS 151, 134, 148, & 69 ARE NOT A PART OF THIS PLAT. LOTS 134 AND 148 HAVE NOT BEEN RELEASED FROM THE ASSURANCE AGREEMENT RECORDED APRIL 28, 2010, UNDER FEE# 2010-09276.

82 KINGS RANCH ESTATES LOT NUMBER – THESE LOTS ARE NOT A PART OF THIS PLAT.

SHEET INDEX

1	COVER SHEET
2	BOUNDARY DATA & LOT COMPARISON CHARTS
3	CONSERVATION EASEMENT PLAN
4–11	FINAL PLAT SHEETS
12	LINE, CURVE, & RADIAL TABLES



VICINITY MAP

LOCATION PLAN
SECTION 32/33/34 T/23S., R.21E.
COCHISE COUNTY, ARIZONA

LEGAL DESCRIPTION

BEING THAT PORTION OF SECTION (32), SECTION (33) AND SECTION (34), TOWNSHIP 23 SOUTH, RANGE 21 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION (33), SAID POINT BEING AN ALUMINUM CAP ON A STEEL ROD MARKED S28/S29/S32/S33 USFS RLS 4080;

THENCE NORTH 89°53'49" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION (33) A DISTANCE OF 2691.84 FEET TO A FOUND MARKED STONE AND AN IRON PIN LYING ON IT'S SIDE, SAID POINT BEING THE NORTH 1/4 CORNER OF SAID SECTION (33);

THENCE NORTH 89°48'19" EAST, A DISTANCE OF 2635.95 FEET TO A FOUND IRON PIN WITH AN ALUMINUM CAP, SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION (33);

THENCE SOUTH 89°11'31" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION (34), A DISTANCE OF 2648.29 FEET (AS SHOWN IN A RECORD OF SURVEY BOOK 9, PAGE 88, COCHISE COUNTY, ARIZONA) TO AN ANGLE IRON IN CONCRETE, SAID POINT BEING THE NORTH 1/4 CORNER OF SAID SECTION (34);

THENCE SOUTH 00°48'03" WEST, A DISTANCE OF 2617.06 FEET TO A FOUND IRON PIN MARKED RLS 11845 IKE, SAID POINT BEING THE CENTER 1/4 OF SAID SECTION (34);

THENCE SOUTH 00°48'01" WEST, A DISTANCE OF 1256.07 FEET TO A FOUND IRON PIN MARKED LS 23379, SAID POINT BEING THE NORTHEAST CORNER OF THE VALLEY VIEW ELEMENTARY SCHOOL AS SHOWN IN FEE # 980205232, COCHISE COUNTY RECORDER, ARIZONA;

THENCE NORTH 89°55'13" WEST, ALONG THE NORTH LINE OF SAID SCHOOL PROPERTY, A DISTANCE OF 2628.13 FEET TO A FOUND IRON PIN MARKED LS 23379, SAID POINT BEING THE NORTHWEST CORNER OF SAID SCHOOL PROPERTY;

THENCE SOUTH 01°36'42" WEST, ALONG THE WEST LINE OF SAID SCHOOL PROPERTY, A DISTANCE OF 1322.85 FEET TO A FOUND IRON PIPE FOUND MARKED LS 23379, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 92;

THENCE NORTH 89°56'01" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 92, A DISTANCE OF 1670.57 FEET TO AN ARIZONA DEPARTMENT OF TRANSPORTATION MONUMENT, SAID POINT ALSO BEING THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 6,660.53 FEET;

THENCE WESTERLY, ALONG SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 16°47'31" AND AN ARC DISTANCE OF 2048.74 FEET TO AN ARIZONA DEPARTMENT OF TRANSPORTATION MONUMENT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5679.58 FEET, FROM WHICH POINT A RADIAL LINE BEARS NORTH 17°51'28" EAST;

THENCE NORTHWESTERLY, ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 18°40'31" AND AN ARC DISTANCE OF 1851.24 FEET TO A FOUND IRON PIN MARKED RLS 11845 IKE;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°27'26" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION (33), A DISTANCE OF 720.93 FEET TO A FOUND IRON PIN MARKED LS 14181;

THENCE ACCORDING TO INFORMATION SHOWN ON RECORD OF SURVEY BOOK 6 AT PAGE 91, COCHISE COUNTY, ARIZONA, THE FOLLOWING COURSES:

THENCE NORTH 01°23'32" WEST, A DISTANCE OF 590.09 FEET TO A POINT;

THENCE NORTH 01°24'12" WEST, A DISTANCE OF 358.95 FEET TO A POINT;

THENCE NORTH 00°20'10" EAST, A DISTANCE OF 129.98 FEET TO A POINT;

THENCE NORTH 00°19'50" EAST, A DISTANCE OF 173.18 FEET TO A POINT;

THENCE NORTH 89°56'45" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION (33);

THENCE NORTH 00°19'50" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION (33), A DISTANCE OF 1986.29 FEET TO THE POINT OF BEGINNING

CONTAINING 840.72 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM LOTS 69, 134, 148, AND 151 PER THE AMENDED FINAL PLAT OF KINGS RANCH ESTATES, FILED IN BOOK 16 OF MAPS, PAGE 6 (FORMERLY KNOWN AS KINJOCKITY RANCH ESTATES, ACCORDING TO BOOK 15 OF MAPS, PAGE 78 THROUGH 78K) ARE NOT A PART OF THIS PLAT.

GENERAL NOTES

1. All streets within this subdivision are public streets owned and maintained by Cochise County. All streets within the subdivision shall be constructed in accordance with the Cochise County Road Design and Construction Standards and Specifications for Public Improvements.
2. All current easements are abandoned and replaced with the new easements depicted.
3. Prior to construction each lot must have a sewage disposal site investigation and soil evaluation that meets the requirements of Arizona Administrative Code Title 18, R18-9-A310. If the SAR is less than 0.2 gallons per day per square foot of soil or limiting conditions are found then the lot shall have an appropriate alternative system designed for that lot. County approval for all conventional septic systems must be obtained prior to commencement of construction. All alternative systems may require ADEQ or County plan review and construction approval Conventional leach fields or subsurface elements of alternative individual sewage treatment systems may be installed within the conservation easements so long as any disturbed land within such easements is restored to a natural condition, consistent with the surrounding terrain. Any land restoration of areas over surrounding septic systems must be accompanied in such a manner so as not to damage said systems. A minimum 100-foot setback is required from all wells and five (5) feet from all lot lines.
4. Dust and erosion control measures shall be employed during and post-construction and shall comply with the Cochise County Land Clearing Ordinance and ADEQ stormwater permit requirements.
5. It is the subdivider's responsibility to obtain any additional State or Federal permits.
6. Zoning is RU-4 and shall remain.
7. The length of streets is 10.43 miles.
8. In lots 1 thru 5 and 7 thru 109 and 111 thru 303, the proposed use of this plat is single family. A special use permit will be requested for lot 6 and lot 110 to allow for commercial use of the existing structures on these 2 lots.
9. No buildings \ structures shall be allowed within the building setback line.
10. The gross area of this subdivision is 840.72 acres.
11. Development density is 0.334 rac. (303 lots/840.72 acres=0.334)
12. The total number of lots is 303 including lot 6 and lot 110 (commercial use).
13. The minimum lot size is 0.86 acres.
14. The Growth Area is category "D".

WATER ADEQUACY NOTE

THE ARIZONA DEPARTMENT OF WATER RESOURCES ISSUED A DETERMINATION OF ADEQUATE WATER SUPPLY ON OCTOBER 6, 2005.

ACKNOWLEDGMENT

ON THIS _____ DAY OF _____ , 20__, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED TITLE SECURITY AGENCY AS TRUSTEE UNDER TRUST NO. 321365, ACKNOWLEDGED AS THE OWNER/DEVELOPER OF K RANCH, LLC EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

DEDICATION

WE THE UNDERSIGNED OWNER OF SAID LAND SHOWN ON THIS PLAT DO HEREBY CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON. WE FURTHER DEDICATE AND CONVEY ALL RIGHTS OF WAY AND EASEMENTS FOR THE PURPOSES STATED THEREON.

WE HEREBY GRANT TO ALL UTILITY COMPANIES ALL EASEMENT AND TO COCHISE COUNTY ALL STREETS AS SHOWN HEREON FOR THE PURPOSED OF ACCESS, INSTALLATION AND MAINTENANCE OF STREETS, ROADS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

_____ _____
PIONEER TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE OF TRUST NO. 321365. (NOT ACTING IN ITS CORPORATE CAPACITY) DATE

CONSENTED TO BY DECLARANT:

K RANCH LLC, AND ARIZONA LIMITED LIABILITY COMPANY

_____ _____
KAROL GEORGE DATE
ITS: MANAGER

PROPERTY OWNER/DEVELOPER

PIONEER TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE OF TRUST NO. 321365.

DATUM

NGS ASH (PID CG1156) 1992 (NAVD 88)
NORTHING: 13736.036
EASTING: 1723.632
ELEVATION: 5052.98 LOCATED ALONG STATE HIGHWAY 92, AT MILE POST 332.8

15. Outside lighting shall not be directed or reflected onto other parcels. All outdoor lighting shall conform with the Cochise County Light Pollution Code.
16. Crossings or culverts shall be constructed as needed to ensure unaltered water flow. The hydrology and culverts have been designed to pass the 100 year storm so that it deposits 12 inches or less of water on any road.
17. Any lot fencing along the ingress/egress easements shall be on the easement lines.
18. Fire protection shall be provided by Palominas Fire.
19. All easements for public utilities, together with the right of ingress and egress and the use of these utilities are for the sole purposes of construction, inspection, repair, removal, replacement, and maintenance of public utilities at will. No construction within these areas shall occur, except for improvements for driveway and landscaping purposes. Such improvements shall not interfere with the primary use by public utility companies, who shall not be liable for any damages to improvements placed upon these easements due to necessary operations using reasonable care.
20. This subdivision shall be served by the Bella Vista Water Co.
21. A total area equal to 426.72 ac, or 50.76% of the total land shall be designated as a conservation easement subject to the recorded easement at fee # 060519938.
22. No fencing or structure shall be installed\erected within any conservation easement area.
23. The design of the subdivision provides for cross lot drainage and the existing natural terrain needs to be maintained such that the cross lot drainage will continue to flow in the historical pattern, across and over the developed lots. the natural storm water flow that crosses a lot shall not be diverted onto another lot or blocked from crossing a lot.
24. All lots, tracts, and private and/or public conservation easements shall not be further subdivided.
25. The existing perimeter fencing shall remain or replaced with fencing of equal or better condition to protect subdivision from roaming livestock.
26. Residential drip irrigation systems and turf irrigation systems shall be encouraged to have seasonal and rain adjustment capabilities. All must comply with water conservation measures as outlined in Section 412 of the Subdivision Regulations. This subdivision lies within the Sierra Vista Sub-Watershed Water Conservation and Management Policy Plan Area as adopted by the Board of Supervisors on March 21, 2006.
27. The County has approved the Hydrology and Hydraulic study and the Board of Supervisors has approved the signage and marking plan.
28. Maintenance of all drainageways within this subdivision shall be the responsibility of the Kings Ranch at Coronado HOA in accordance with the Kings Ranch at Coronado covenants and restrictions except as follows. Cochise County will be constructing stormwater capture and recharge facilities on the conservation easement of Kings Ranch, as outlined in the Memorandum of Understanding between Cochise County and Arizona Conservation Easement Stewards. The maintenance of the stormwater capture and recharge facilities shall be the responsibility of Cochise County. Said responsibilities shall include, but are not limited to the prevention of health hazards such as the breeding of mosquitoes. Cochise County is granted access to these facilities through King's Ranch for the purpose of constructing and maintaining these facilities.
29. All corner lots must comply with the sight distance triangle standards/requirements.
30. In 100-year (1% chance) floodplains, the minimum finished floor elevations including basements shall be (12) inches above the calculated 1% chance water surface elevation at the building pad. No building shall be oriented in such a way as to block the natural storm runoff. All lots are subject to the requirements of the approved Hydrology and Hydraulic study prepared for this subdivision and on file with the Cochise County Highway and Floodplain Department.

SURVEYORS CERTIFICATE

I hereby certify that this revised final plat, consisting of twelve (12) sheets, represents a survey by me or under my direction and that the property corners and the legal description shown hereon do correctly represent the land being surveyed. All monumentation and bearings shown hereon are based on the actual relation to the Gila and Salt River Base and Meridian. All lots shall be staked in accordance to the Cochise County subdivision regulations.

_____ _____
Kevin Patrick Gilbert, RLS No 14181 DATE
Gilbert Technical Services
1601 S. Paseo San Luis, Suite 203
Sierra Vista, AZ 85635 (520) 458-5730

APPROVALS

_____
COUNTY PLANNING DIRECTOR

_____
COUNTY ENGINEER

_____
DIRECTOR OF ENVIRONMENTAL HEALTH

_____
COUNTY ASSESSOR

_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

_____
CLERK OF THE BOARD OF SUPERVISORS

RECORDING DATA

STATE OF ARIZONA)
) SS
COUNTY OF COCHISE)

THIS INSTRUMENT WAS RECORDED AT THE REQUEST OF COCHISE COUNTY ON THIS _____ DAY OF _____ , 20__ AT _____ m IN BOOK _____ OF MAPS AND PLATS AT PAGE _____

FEE # _____

_____ _____
COCHISE COUNTY RECORDER DEPUTY RECORDER

GILBERT TECHNICAL SERVICES
1601 PASEO SAN LUIS, SUITE 203
SIERRA VISTA, ARIZONA 85635
(520) 458-5730
LAND SURVEYING • CONSTRUCTION LAYOUT

GILBERT TECHNICAL SERVICES INC.
1601 PASEO SAN LUIS, SUITE 203
SIERRA VISTA, ARIZONA 85635
(520) 458-5730

JOB NO. 11-025
DATE: 11/22/2011
DRAWN BY: AM
CHECKED BY:

REVISIONS:

DATE	BY	REV. DEDICATION, NOTES, AND WATER ADEQ. NOTE
12/23/2011	AM	
1/12/2012	AM	ADDED LOT NUMBER COMPARISON.

FINAL PLAT
KINGS RANCH AT CORONADO

AUTOCAD FILE: 11025FINTESEQUENTIAL

SHEET 1 OF 12 SHEETS

WILDHORSE SUBDIVISION
SURVEY BOOK 13 PAGE 74-74D
MAP 18 PAGE 2&3 COCHISE COUNTY

WILDHORSE II SUBDIVISION
SURVEY BOOK 13 PAGE 86-86D
MAP 1 PAGE 6 &7 COCHISE COUNTY

POINT OF BEGINNING
NW COR SEC 33
FND STEEL ROAD W/ ALUM CAP
USFS RLS 4080

N 1/4 COR SEC 33
FND IRON PIN

NE COR SEC 33
NW CORNER SEC 34
FND IRON PIN W/ ALUM CAP

N 1/4 COR SEC 34
FND ANGLE IRON IN CONCRETE

Sec 29 | Sec 28 | Sec 27
Sec 32 | Sec 33 | Sec 34

N89°53'49"E 2691.84' | N89°48'19"E 2635.95' | S89°11'31"E 2648.29'

1986.29'

UNITED STATES OF AMERICA
USDA United States Forest Service

N00°19'50"E

N89°56'48"E 30.00'

N00°19'50"E 173.18'

N00°20'10"E 129.98'

N01°24'12"W 358.95'

N01°23'32"W 690.09'

720.93' N00°27'26"E

FND IRON PIN RLS 14181

SW PROPERTY CORNER
FND IRON PIN RLS 11845 IKE

CENTERLINE STATE HIGHWAY 92

D=18°40'31" R=5678.58' L=1851.24' T=933.90'

N20°32'52"E-RAD.

POC HIGHWAY 92 ROW
FND ADOT MONUMENT

D=16°47'31" R=6990.53' L=2048.74' T=1031.77'

POC HIGHWAY 92 ROW
FND ADOT MONUMENT

SW COR VALLEY VIEW ELEMENTARY SCHOOL
FND IRON PIN RLS 23379

N89°56'01"W 1670.57'

1322.85' S01°36'42"W

NW COR VALLEY VIEW ELEMENTARY SCHOOL
FND IRON PIN RLS 23379

N89°55'13"W 2628.13'

2617.06' S00°48'03"W

CTR 1/4 SEC 34
FND IRON PIN RLS 11845 IKE

1256.07' S00°48'01"W

NE COR VALLEY VIEW ELEMENTARY SCHOOL
FND IRON PIN RLS 23379

THE LOT NUMBERS FOR THE PREVIOUSLY RECORDED SUBDIVISION "KINGS RANCH ESTATES" HAVE BEEN CHANGED FOR THIS AMENDED PLAT. COLUMN B REFLECTS THE LOT NUMBERS FOR "KINGS RANCH ESTATES" AND COLUMN A REFLECTS THE LOT NUMBERS FOR THIS AMENDED PLAT "KINGS RANCH AT CORONDADO".

A	B
1	1
2	2
3	3
4	4
5	5
6	6
7	53
8	45
9	237
10	238
11	239
12	240
13	241
14	242
15	243
16	244
17	245
18	246
19	247
20	248
21	249
22	250
23	251
24	192
25	191
26	190
27	189
28	188
29	187
30	185
31	184
32	186
33	206
34	207

A	B
35	208
36	209
37	210
38	211
39	212
40	213
41	214
42	205
43	204
44	203
45	202
46	215
47	216
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67	236
68	264

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101	270
102	269

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103	268
104	267
105	266
106	265
107	7
108	8
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169	44
170	38

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171	39
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173	29
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175	33
176	34
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182	136
183	137
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186	134
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188	130
189	128
190	127
191	125
192	123
193	120
194	118
195	117
196	116
197	115
198	114
199	113
200	112
201*	111
202*	111/110
203*	110
204*	109

A	B
205*	108
206*	108
207*	106/107
208*	105/106
209*	105
210*	105
211*	96
212*	96
213*	95
214*	95
215*	94
216*	94/93
217*	93/92
218*	92/91
219*	91
220*	90
221*	90
222*	89
223*	89
224*	89/88
225*	88
226*	87
227*	87
228*	86
229*	86
230*	85
231*	85
232*	97
233*	97
234*	98/97
235*	98
236*	98
237*	99
238*	99

A	B
239*	100
240*	100
241*	101
242*	101
243*	102
244*	102
245*	103/102
246*	103
247*	103
248*	104
249*	104
250	119
251	121
252	122
253	124
254	126
255	129
256	131
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258	135
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267	163
268	162
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270	160
271	159
272	158

A	B
273	157
274	156
275	155
276	154
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289	141
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294	180
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298	176
299	175
300	174
301	173
302	172
303	171

A	B
STORM RECHARGE	107

*LOTS 201-249 ARE THE RESULT OF THE PREVIOUS LOTS 85-111 BEING SPLIT UP INTO 1 ACRE LOTS.

LEGEND:

△ MONUMENT AS DESCRIBED.

PLAT BOUNDARY

N

SCALE: 1" = 400'
400 200 0 400 800

GILBERT TECHNICAL SERVICES
1601 PASEO SAN LUIS, SUITE 203
SIERRA VISTA, ARIZONA 85635
(520) 458-5730
LAND SURVEYING • CONSTRUCTION LAYOUT

GILBERT TECHNICAL SERVICES INC.
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JOB NO. 11-025
DATE: 11/22/2011
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BY
DATE

FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025FM11SEQUENTIAL

SHEET 2 OF 12 SHEETS



SCALE: 1" = 300'

300 150 0 300 600

LEGEND

CONSERVATION EASEMENT – PRIVATE PROPERTY (365.59 AC / 43.49% OF TOTAL ACREAGE)

CONSERVATION EASEMENT – COMMON AREA (57.08 AC / 6.79% OF TOTAL ACREAGE)

COCHISE COUNTY FCD STORMWATER & RECHARGE TRACT (4.14 AC / 0.49% OF TOTAL ACREAGE)

*LOTS 151, 134, & 69 ARE NOT A PART OF THIS PLAT.

82 KINGS RANCH ESTATES LOT NUMBER – THESE LOTS ARE NOT A PART OF THIS PLAT.

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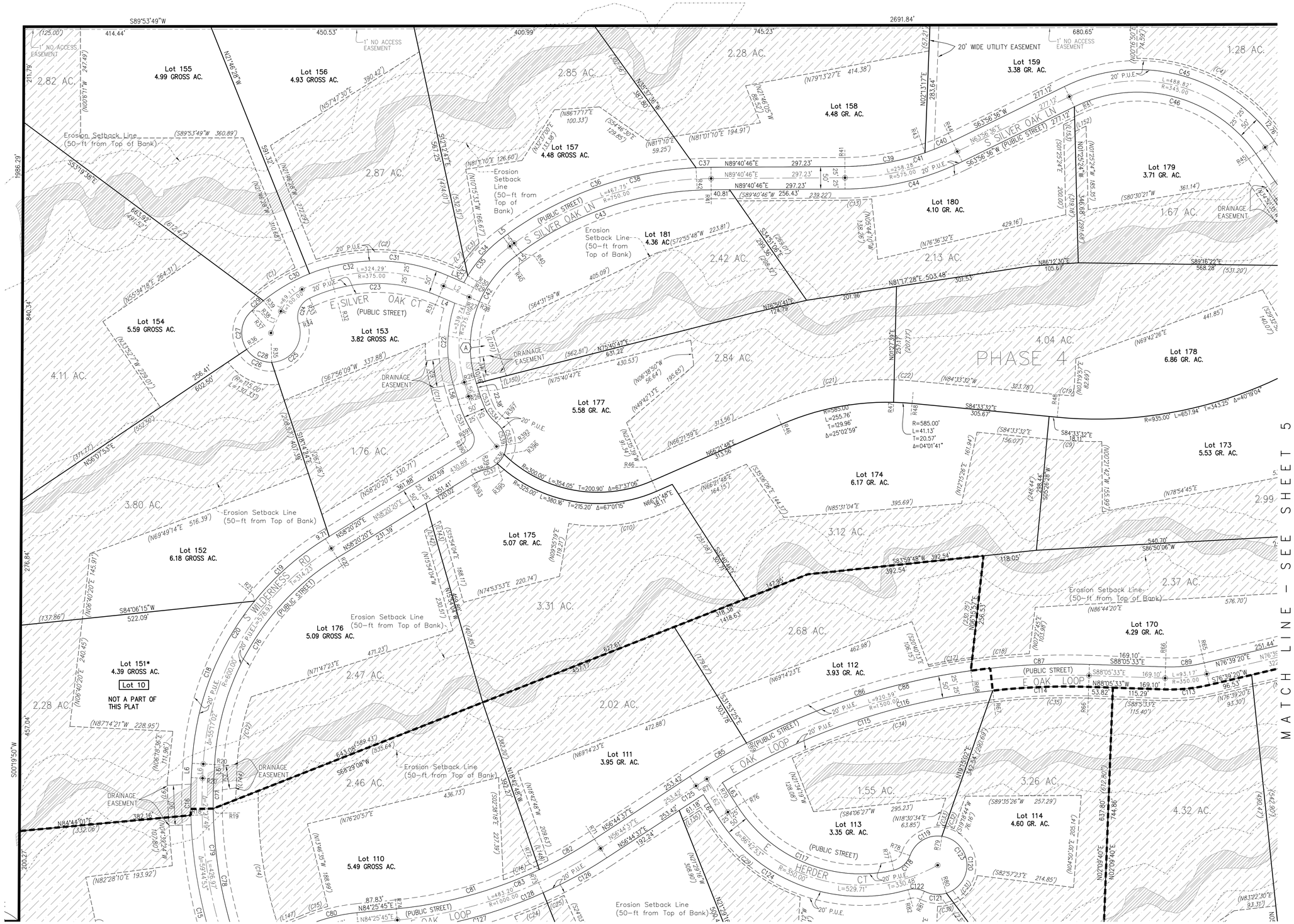
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FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025FM11SEQUENTIAL

SHEET 3 OF 12 SHEETS



SCALE: 1" = 100'

100 50 0 100 200

LEGEND

- 172 / 2.6 GR. AC. — LOT DATA
- 172 — KINGS RANCH ESTATES LOT NUMBER – LOT NOT A PART OF THIS PLAT.
- 172* / 2.6 GR. AC. — LOT NOT A PART OF THIS PLAT
- PROPERTY BOUNDARY
- EASEMENT
- 1' NO ACCESS EASEMENT
- ROAD CENTERLINE
- LOTLINE
- PHASE LINE
- SURVEY MONUMENT
- N79°19'25"W — LOT LINE DIRECTION
- 173.01' — LOT LINE LENGTH
- (N79°19'25"W) — EASEMENT LINE DIRECTION
- (73.01') — EASEMENT LINE LENGTH
- ⊥ — SET 1/2" REBAR WITH A PLASTIC CAP AT ALL LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.
- C57 — CURVE LABEL (SEE SHEET 12)
- L23 — LINE LABEL (SEE SHEET 12)
- CONSERVATION EASEMENT – PRIVATE PROPERTY
- CONSERVATION EASEMENT – COMMON AREA
- COCHISE COUNTY FCD STORMWATER & RECHARGE TRACT
- 100-YEAR FLOOD LIMITS
- SLOPE EASEMENT LINE
- EROSION SETBACK LINE
- (A) — EASEMENT NOTE
- 2.09 AC. — AREA OF CONSERVATION EASEMENT

EASEMENT LEGEND:

- (A) = EASEMENT FOR DRAINAGE STRUCTURE PER THIS MAP.
- (B) = WELL SITE BY SEPARATE INSTRUMENT.

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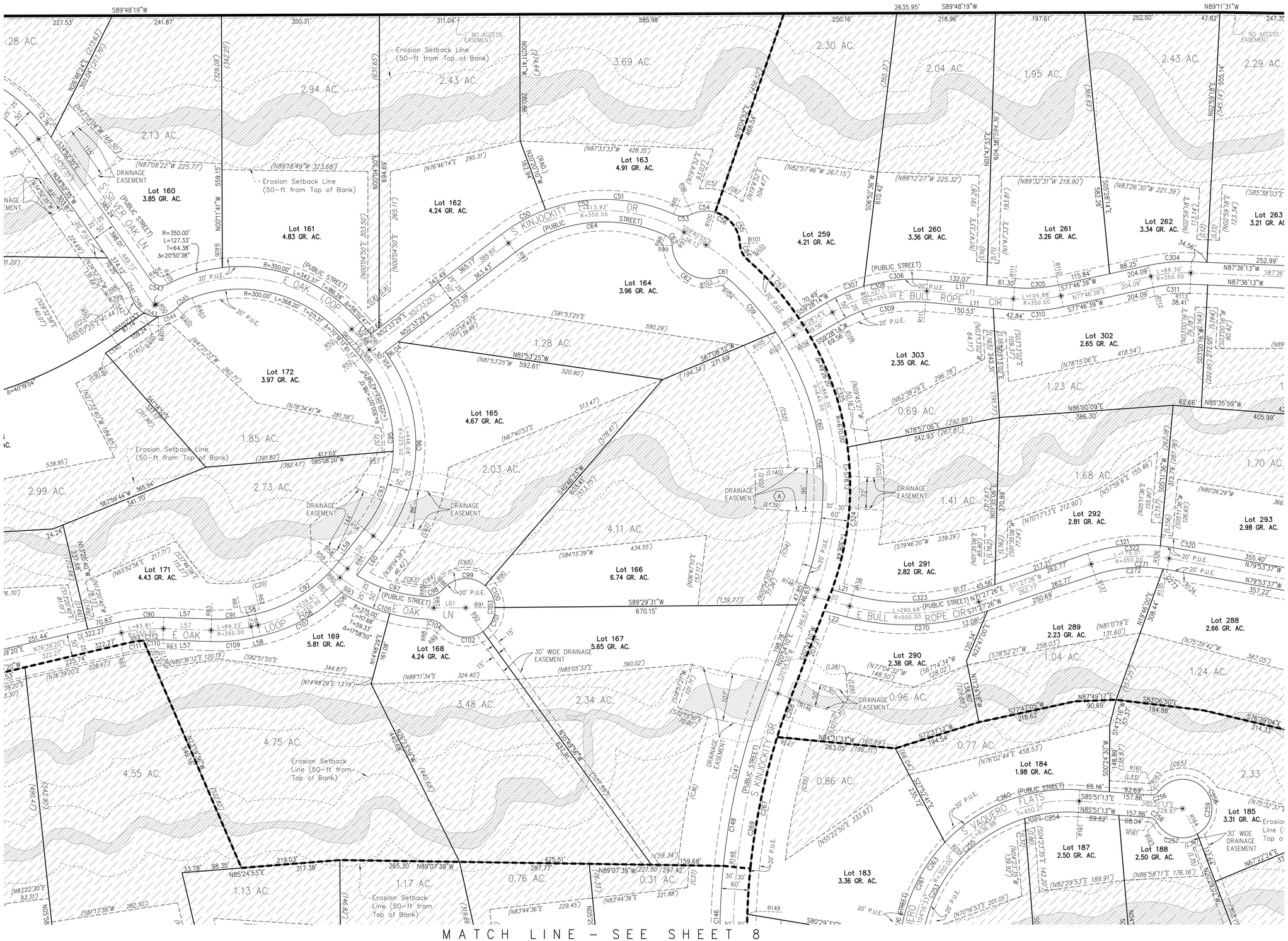
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FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025FINTECSDENTAL

SHEET 4 OF 12 SHEETS



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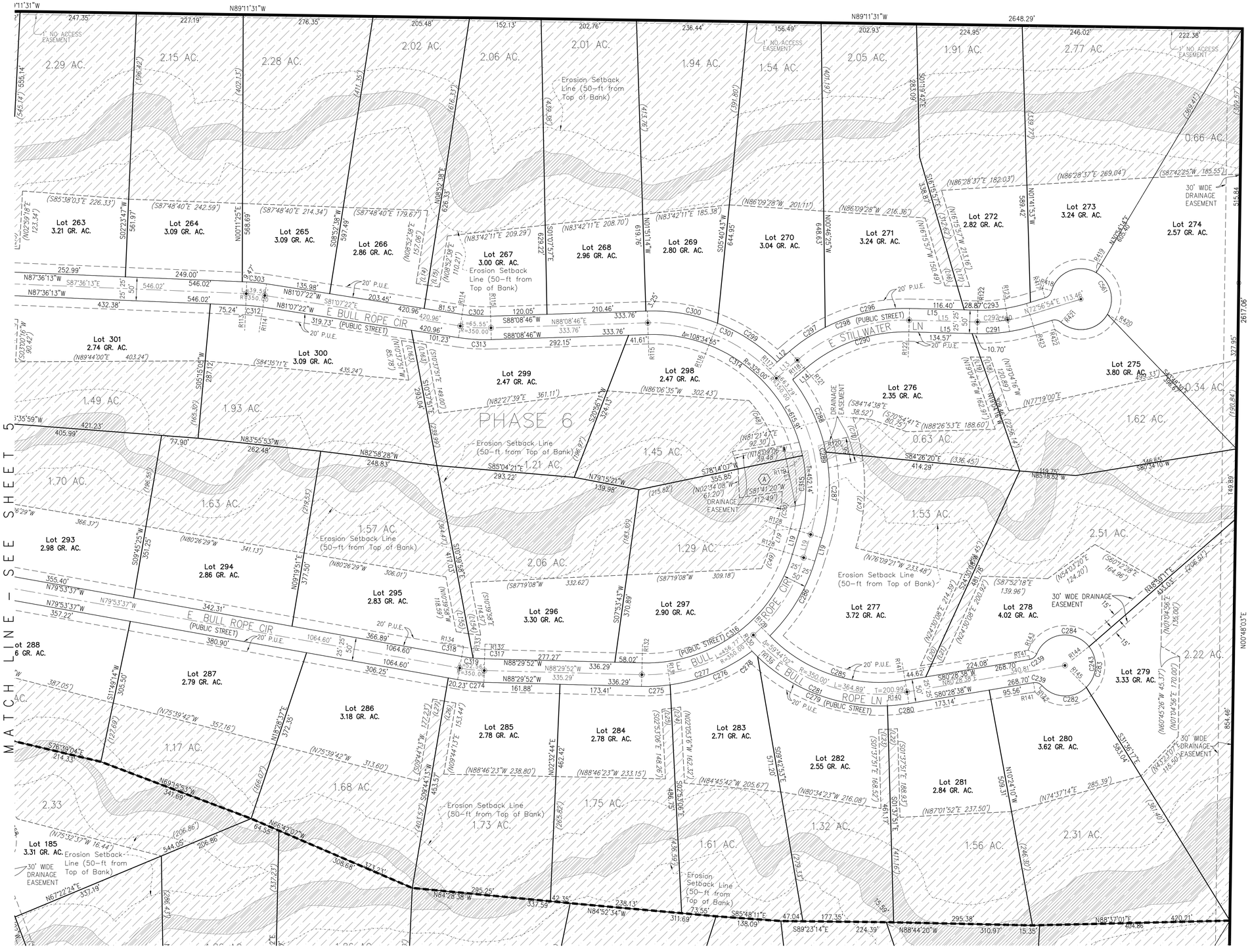
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FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025FINAL1SUBDIVTAL

SHEET 5 OF 12 SHEETS



SCALE: 1" = 100'

100 50 0 100 200

LEGEND

172 / 2.6 GR. AC.	LOT DATA
172	KINGS RANCH ESTATES LOT NUMBER – LOT NOT A PART OF THIS PLAT.
172* / 2.6 GR. AC.	LOT NOT A PART OF THIS PLAT
	PROPERTY BOUNDARY
	EASEMENT
	1' NO ACCESS EASEMENT
	ROAD CENTERLINE
	LOTLINE
	PHASE LINE
⊙	SURVEY MONUMENT
N79°19'25"W	LOT LINE DIRECTION
173.01'	LOT LINE LENGTH
(N79°19'25"W)	EASEMENT LINE DIRECTION
(73.01')	EASEMENT LINE LENGTH
⊥	SET 1/2" REBAR WITH A PLASTIC CAP AT ALL LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.
C57	CURVE LABEL (SEE SHEET 12)
L23	LINE LABEL (SEE SHEET 12)
	CONSERVATION EASEMENT – PRIVATE PROPERTY
	CONSERVATION EASEMENT – COMMON AREA
	COCHISE COUNTY FCD STORMWATER & RECHARGE TRACT
	100-YEAR FLOOD LIMITS
	SLOPE EASEMENT LINE
	EROSION SETBACK LINE
Ⓐ	EASEMENT NOTE
2.09 AC.	AREA OF CONSERVATION EASEMENT

EASEMENT LEGEND:

Ⓐ = EASEMENT FOR DRAINAGE STRUCTURE PER THIS MAP.

Ⓑ = WELL SITE BY SEPARATE INSTRUMENT.

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FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025FINPLT(SUBDIVTAL

SHEET 6 OF 12 SHEETS

MATCH LINE – SEE SHEET 4

MATCH LINE – SEE SHEET 10

MATCH LINE – SEE SHEET 8

COMMON AREA – 26.77 AC.

COMMON AREA – 6.43

COMMON AREA – 0.85

WELL SITE 0.87 AC

(B) EXISTING WATER TANK TO REMAIN

Lot 109 4.81 GROSS AC.
Lot 108 4.39 GROSS AC.
Lot 107 4.09 GROSS AC.
Lot 6 6.13 GROSS AC.
Lot 5 4.43 GROSS AC.
Lot 4 4.07 GROSS AC.
Lot 3 4.11 GROSS AC.
Lot 2 4.14 GROSS AC.
Lot 117 4.37 GROSS AC.
Lot 118 4.35 GROSS AC.
Lot 7 3.91 GROSS AC.
Lot 8 2.24 GROSS AC.
Lot 116 3.47 GR. AC.
Lot 115 3.91 GR. AC.
Lot 131 3.79 GR. AC.
Lot 119 6.43 GR. AC.
Lot 130 2.62 GR. AC.
Lot 9 1.12 GR. AC.
Lot 10 1.19 GR. AC.
Lot 11 1.03 GR. AC.
Lot 12 0.94 GR. AC.
Lot 13 0.93 GR. AC.
Lot 14 0.90 GR. AC.
Lot 15 0.97 GR. AC.
Lot 132 2.08 GR. AC.
Lot 133 2.64 GR. AC.
Lot 134* 2.76 GR. AC. Lot 68
Lot 135 2.85 GR. AC.
Lot 136 3.20 GR. AC.
Lot 66 1.07 GR. AC.
Lot 67 0.99 GR. AC.
Lot 106 1.01 GR. AC.
Lot 68 1.05 GR. AC.
Lot 69* 1.01 GR. AC. Lot 263
Lot 70 1.23 GR. AC.
Lot 71 1.12 GR. AC.
Lot 72 1.12 GR. AC.
Lot 150 2.85 GR. AC.
Lot 149 2.37 GR. AC.
Lot 148* 2.50 GR. AC. Lot 82
Lot 147 2.61 GR. AC.
Lot 146 2.37 GR. AC.

NOT A PART OF THIS PLAT

E OAK LOOP (PUBLIC STREET)
E RED OAK CIR (PUBLIC STREET)
E RED OAK CIR (PUBLIC STREET)
S WILDERNESS RD (PUBLIC STREET)
E SADDLEHORN CIR (PUBLIC STREET)

PHASE 2

Erosion Setback Line (50-ft from Top of Bank)

DRAINAGE EASEMENT
20' WIDE UTILITY EASEMENT
10' WIDE UTILITY EASEMENT
30' WIDE DRAINAGE EASEMENT
20' P.U.E.

SCALE: 1" = 100'

LEGEND

172 / 2.6 GR. AC.	LOT DATA
172	KINGS RANCH ESTATES LOT NUMBER – LOT NOT A PART OF THIS PLAT.
172* / 2.6 GR. AC.	LOT NOT A PART OF THIS PLAT
	PROPERTY BOUNDARY
	EASEMENT
	1' NO ACCESS EASEMENT
	ROAD CENTERLINE
	LOTLINE
	PHASE LINE
	SURVEY MONUMENT
N79°19'25"W	LOT LINE DIRECTION
173.01'	LOT LINE LENGTH
(N79°19'25"W)	EASEMENT LINE DIRECTION
(73.01')	EASEMENT LINE LENGTH
⊥	SET 1/2" REBAR WITH A PLASTIC CAP AT ALL LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.
C57	CURVE LABEL (SEE SHEET 12)
L23	LINE LABEL (SEE SHEET 12)
	CONSERVATION EASEMENT – PRIVATE PROPERTY
	CONSERVATION EASEMENT – COMMON AREA
	COCHISE COUNTY FCD STORMWATER & RECHARGE TRACT
	100-YEAR FLOOD LIMITS
	SLOPE EASEMENT LINE
	EROSION SETBACK LINE
(A)	EASEMENT NOTE
2.09 AC.	AREA OF CONSERVATION EASEMENT

EASEMENT LEGEND:

(A) = EASEMENT FOR DRAINAGE STRUCTURE PER THIS MAP.

(B) = WELL SITE BY SEPARATE INSTRUMENT.

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FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025FINSEQUENTIAL

SHEET 7 OF 12 SHEETS

MATCH LINE – SEE SHEET 5

MATCH LINE – SEE SHEET 7

MATCH LINE – SEE SHEET 9

MATCH LINE – SEE SHEET 11

Lot 120 6.50 GR. AC.
Lot 121 2.48 GR. AC.
Lot 122 2.60 GR. AC.
Lot 123 2.32 GR. AC.
Lot 124 2.97 GR. AC.
Lot 125 3.36 GR. AC.
Lot 126 2.74 GR. AC.
Lot 127 2.25 GR. AC.
Lot 128 2.32 GR. AC.
Lot 129 2.53 GR. AC.
Lot 136 GR. AC.
Lot 137 3.24 GR. AC.
Lot 138 3.18 GR. AC.
Lot 139 2.21 GR. AC.
Lot 140 2.38 GR. AC.
Lot 141 2.47 GR. AC.
Lot 142 2.50 GR. AC.
Lot 143 2.67 GR. AC.
Lot 144 2.39 GR. AC.
Lot 145 2.49 GR. AC.
Lot 73 1.04 GR. AC.
Lot 74 1.14 GR. AC.
Lot 75 1.02 GR. AC.
Lot 76 1.02 GR. AC.
Lot 77 1.02 GR. AC.
Lot 78 1.01 GR. AC.
Lot 79 1.01 GR. AC. NOT A PART OF THIS PLAT.
Lot 80 1.00 GR. AC.
Lot 81 1.03 GR. AC.
Lot 82 1.05 GR. AC.
Lot 83 0.98 GR. AC.
Lot 84 1.32 GR. AC.
Lot 15 .97 GR. AC.
Lot 16 0.89 GR. AC.
Lot 17 0.95 GR. AC.
Lot 18 0.96 GR. AC.
Lot 19 0.86 GR. AC.
Lot 20 0.96 GR. AC.
Lot 21 0.86 GR. AC.
Lot 22 1.22 GR. AC.
Lot 23 1.46 GR. AC.
Lot 24 1.20 GR. AC.
Lot 25 1.18 GR. AC.
Lot 26 1.16 GR. AC.
Lot 27 1.34 GR. AC.
Lot 28 1.27 GR. AC.
Lot 29 1.22 GR. AC.
Lot 30 1.34 GR. AC.
Lot 32 1.05 GR. AC.
Lot 183 3.36 GR. AC.
Lot 182 2.62 GR. AC.
Lot 186 2.50 GR. AC.
Lot 257 2.21 GR. AC.
Lot 258 2.40 GR. AC.
Lot 256 2.23 GR. AC.
Lot 255 2.24 GR. AC.
Lot 232 1.00 GR. AC.
Lot 233 1.00 GR. AC.
Lot 234 1.02 GR. AC.
Lot 235 1.07 GR. AC.
Lot 236 1.19 GR. AC.
Lot 237 1.30 GR. AC.
Lot 238 1.36 GR. AC.
Lot 239 1.30 GR. AC.
Lot 231 1.21 GR. AC.
Lot 230 1.17 GR. AC.
Lot 229 1.43 GR. AC.
Lot 228 1.23 GR. AC.
Lot 227 1.21 GR. AC.
Lot 226 1.32 GR. AC.
Lot 225 1.88 GR. AC.

PHASE 3 1.87 AC.

E RED OAK CIR (PUBLIC STREET)
E VAQUERO CIR (PUBLIC STREET)
S KINJOCKITY DR (PUBLIC STREET)
E BIG SPUR CIR (PUBLIC STREET)
E BIG SPUR CT (PUBLIC STREET)
SADDLEHORN CIR (PUBLIC STREET)

Erosion Setback Line (50-ft from Top of Bank)
DRAINAGE EASEMENT
30' WIDE DRAINAGE EASEMENT
20' P.U.E.

COMMON AREA 3.21

SCALE: 1" = 100'
100 50 0 100 200

LEGEND

172 2.6 GR. AC.	LOT DATA
172	KINGS RANCH ESTATES LOT NUMBER – LOT NOT A PART OF THIS PLAT.
172* 2.6 GR. AC.	LOT NOT A PART OF THIS PLAT
	PROPERTY BOUNDARY
	EASEMENT
	1' NO ACCESS EASEMENT
	ROAD CENTERLINE
	LOTLINE
	PHASE LINE
⊙	SURVEY MONUMENT
N79°19'25"W	LOT LINE DIRECTION
173.01'	LOT LINE LENGTH
(N79°19'25"W)	EASEMENT LINE DIRECTION
(73.01')	EASEMENT LINE LENGTH
⊥	SET 1/2" REBAR WITH A PLASTIC CAP AT ALL LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.
C57	CURVE LABEL (SEE SHEET 12)
L23	LINE LABEL (SEE SHEET 12)
	CONSERVATION EASEMENT – PRIVATE PROPERTY
	CONSERVATION EASEMENT – COMMON AREA
	COCHISE COUNTY FCD STORMWATER & RECHARGE TRACT
	100-YEAR FLOOD LIMITS
	SLOPE EASEMENT LINE
	EROSION SETBACK LINE
(A)	EASEMENT NOTE
2.09 AC.	AREA OF CONSERVATION EASEMENT

EASEMENT LEGEND:

(A) = EASEMENT FOR DRAINAGE STRUCTURE PER THIS MAP.

(B) = WELL SITE BY SEPARATE INSTRUMENT.

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FINAL PLAT
KINGS RANCH AT CORONADO

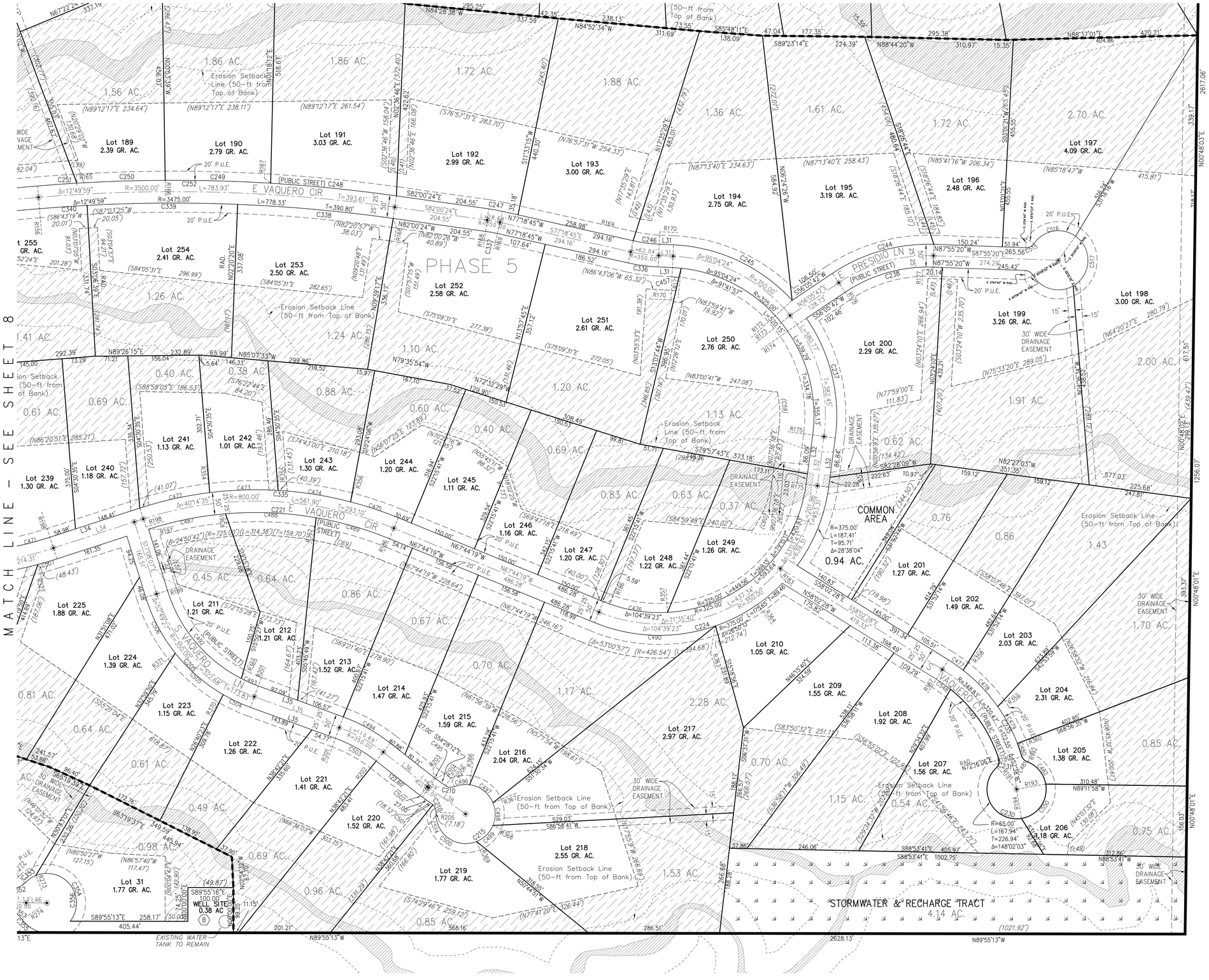
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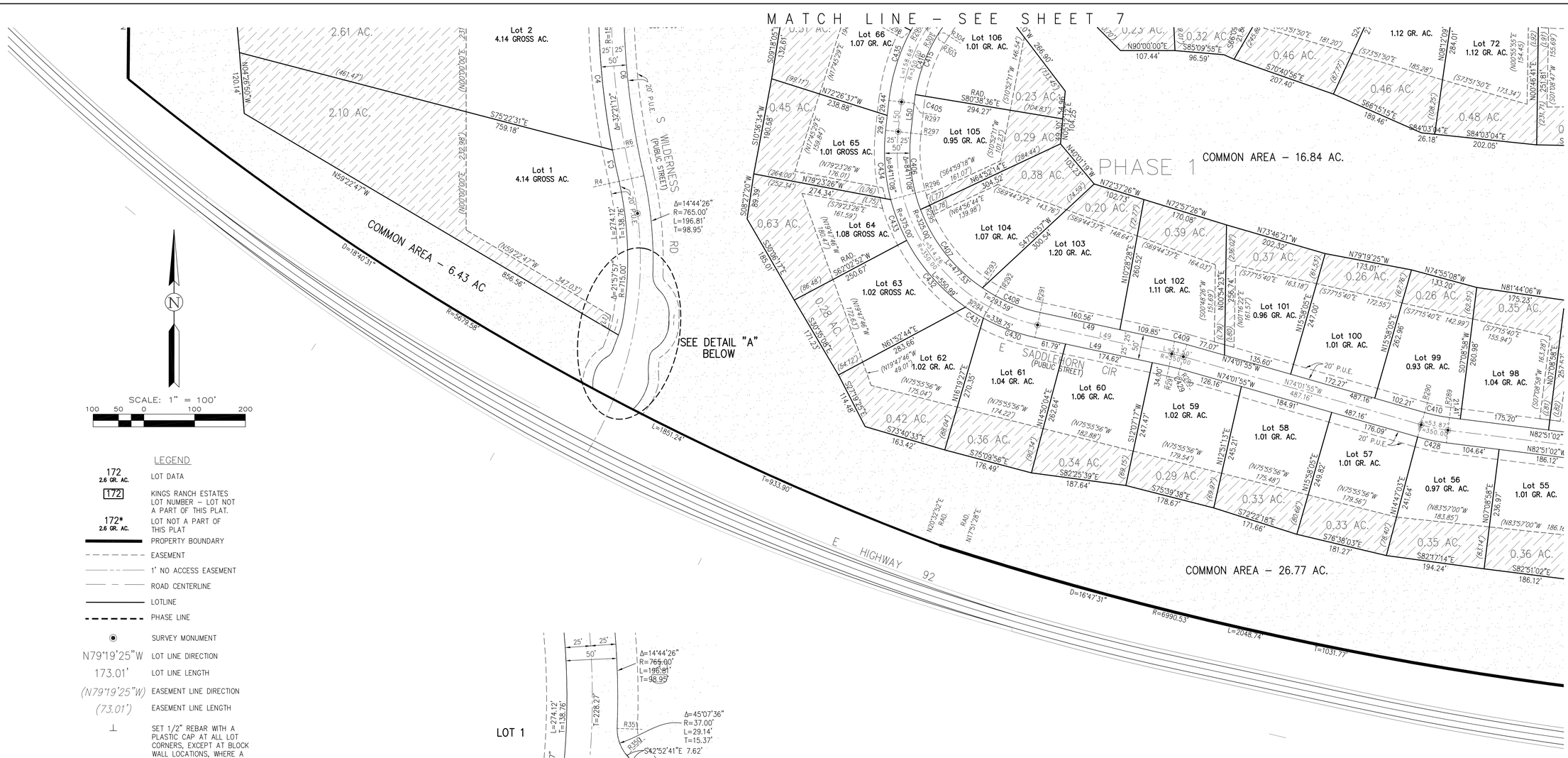
SHEET 8 OF 12 SHEETS

MATCH LINE – SEE SHEET 6

MATCH LINE – SEE SHEET 8

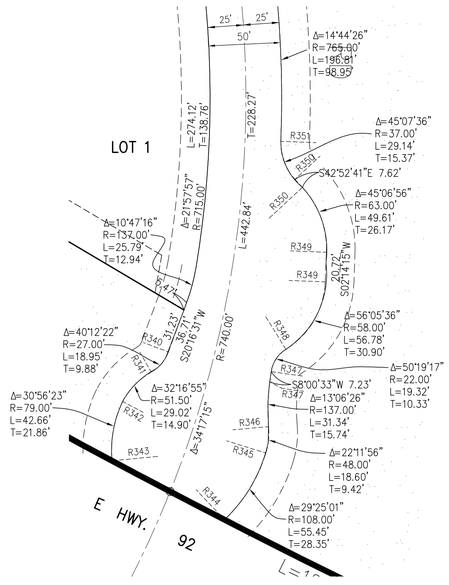
MATCH LINE – SEE SHEET 7


E VAQUERO CIR
(PUBLIC STREET) C248
R=3500.00'
Δ=12°49'59"
L=783.93'
T=393.61'
S82°00'24"E 204.55'
R=3475.00'
L=778.33'
T=390.80'
20' P.U.E.
PRESIDIO LN
(PUBLIC STREET)
C244
C245
C246
C247
C249
C250
C251
C252
C338
C339
C340
L31
PHASE 5
Lot 189 2.39 GR. AC.
Lot 190 2.79 GR. AC.
Lot 191 3.03 GR. AC.
Lot 192 2.99 GR. AC.
Lot 193 3.00 GR. AC.
Lot 194 2.75 GR. AC.
Lot 195 3.19 GR. AC.
Lot 196 2.48 GR. AC.
Lot 197 4.09 GR. AC.
Lot 198 3.00 GR. AC.
Lot 199 3.26 GR. AC.
Lot 200 2.29 GR. AC.
Lot 201 1.27 GR. AC.
Lot 202 1.49 GR. AC.
Lot 203 2.03 GR. AC.
Lot 204 2.31 GR. AC.
Lot 205 1.38 GR. AC.
Lot 206 1.18 GR. AC.
Lot 207 1.56 GR. AC.
Lot 208 1.92 GR. AC.
Lot 209 1.55 GR. AC.
Lot 210 1.05 GR. AC.
Lot 211 1.21 GR. AC.
Lot 212 1.21 GR. AC.
Lot 213 1.52 GR. AC.
Lot 214 1.47 GR. AC.
Lot 215 1.59 GR. AC.
Lot 216 2.04 GR. AC.
Lot 217 2.97 GR. AC.
Lot 218 2.55 GR. AC.
Lot 219 1.77 GR. AC.
Lot 220 1.52 GR. AC.
Lot 221 1.41 GR. AC.
Lot 222 1.26 GR. AC.
Lot 223 1.15 GR. AC.
Lot 224 1.39 GR. AC.
Lot 225 1.88 GR. AC.
Lot 226 1.18 GR. AC.
Lot 227 1.30 GR. AC.
Lot 228 1.01 GR. AC.
Lot 229 1.30 GR. AC.
Lot 230 1.20 GR. AC.
Lot 231 1.16 GR. AC.
Lot 232 1.20 GR. AC.
Lot 233 1.22 GR. AC.
Lot 234 1.26 GR. AC.
Lot 235 1.11 GR. AC.
Lot 236 1.13 GR. AC.
Lot 237 1.30 GR. AC.
Lot 238 1.18 GR. AC.
Lot 239 1.30 GR. AC.
Lot 240 1.18 GR. AC.
Lot 241 1.13 GR. AC.
Lot 242 1.01 GR. AC.
Lot 243 1.30 GR. AC.
Lot 244 1.20 GR. AC.
Lot 245 1.11 GR. AC.
Lot 246 1.16 GR. AC.
Lot 247 1.20 GR. AC.
Lot 248 1.22 GR. AC.
Lot 249 1.26 GR. AC.
Lot 250 2.76 GR. AC.
Lot 251 2.61 GR. AC.
Lot 252 2.58 GR. AC.
Lot 253 2.50 GR. AC.
Lot 254 2.41 GR. AC.
Lot 255 GR. AC.
Lot 31 1.77 GR. AC.
COMMON AREA 0.94 AC.
R=375.00'
L=187.41'
T=95.71'
Δ=28°38'04"
Erosion Setback Line (50-ft from Top of Bank)
DRAINAGE EASEMENT
30' WIDE DRAINAGE EASEMENT
STORMWATER & RECHARGE TRACT 4.14 AC.
WELL SITE 0.38 AC
EXISTING WATER TANK TO REMAIN
S89°55'16"E 100.00'
S89°55'13"E 405.44'
N89°55'13"W 2628.13'
S88°53'41"E 1002.75'
N89°11'58"W 310.48'
S88°53'41"E 405.97'
N89°11'58"W 312.86'
S82°28'09"W 222.63'
N82°27'03"W 351.35'
N00°48'01"E 2617.06'
N00°48'01"E 1256.07'
N00°48'01"E 439.47'
N00°48'01"E 617.51'
N00°48'01"E 393.37'
N00°48'01"E 456.63'
S89°55'13"E 1321.46'
N89°55'13"W 1321.46'
N89°55'13"W 1313.17'
N89°55'13"W 1313.17'
N89°55'13"W 1313.17



LEGEND

172 / 2.6 GR. AC.	LOT DATA
172	KINGS RANCH ESTATES LOT NUMBER – LOT NOT A PART OF THIS PLAT.
172* / 2.6 GR. AC.	LOT NOT A PART OF THIS PLAT
———	PROPERTY BOUNDARY
- - - - -	EASEMENT
——— — ———	1' NO ACCESS EASEMENT
——— – ———	ROAD CENTERLINE
———	LOTLINE
- - - - -	PHASE LINE
◉	SURVEY MONUMENT
N79°19'25"W	LOT LINE DIRECTION
173.01'	LOT LINE LENGTH
(N79°19'25"W)	EASEMENT LINE DIRECTION
(73.01')	EASEMENT LINE LENGTH
⊥	SET 1/2" REBAR WITH A PLASTIC CAP AT ALL LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.
C57	CURVE LABEL (SEE SHEET 12)
L23	LINE LABEL (SEE SHEET 12)
	CONSERVATION EASEMENT – PRIVATE PROPERTY
	CONSERVATION EASEMENT – COMMON AREA
	COCHISE COUNTY FCD STORMWATER & RECHARGE TRACT
	100-YEAR FLOOD LIMITS
——— · ———	SLOPE EASEMENT LINE
- - - · - - -	EROSION SETBACK LINE
Ⓐ	EASEMENT NOTE
2.09 AC.	AREA OF CONSERVATION EASEMENT



S WILDERNESS RD
ENTRY EXHIBIT – DETAIL "A"
SCALE: 1" = 50'

EASEMENT LEGEND:

Ⓐ = EASEMENT FOR DRAINAGE STRUCTURE PER THIS MAP.

Ⓑ = WELL SITE BY SEPARATE INSTRUMENT.

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FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025PH1SEQUENTIAL

SHEET 10 OF 12 SHEETS

MATCH LINE – SEE SHEET 8

MATCH LINE – SEE SHEET 10

COMMON AREA – 16.84 AC

COMMON AREA – 3.21

COMMON AREA – 2.03 AC.

COMMON AREA – 26.77 AC.

SEE DETAIL BELOW RIGHT

E SADDLEHORN CIR (PUBLIC STREET)

S SADDLEHORN CT (PUBLIC STREET)

E BIG SPUR CIR (PUBLIC STREET)

S KINJOCKITY DR (PUBLIC STREET)

E SCHOOLHOUSE FLATS (PUBLIC STREET)

E HIGHWAY 92

Lot 72 2 GR. AC.
Lot 73 1.04 GR. AC.
Lot 74 1.14 GR. AC.
Lot 75 1.02 GR. AC.
Lot 76 1.02 GR. AC.
Lot 77 1.02 GR. AC.
Lot 78 1.02 GR. AC.
Lot 79 1.02 GR. AC.
Lot 80 1.32 GR. AC.
Lot 81 1.32 GR. AC.
Lot 82 1.32 GR. AC.
Lot 83 1.32 GR. AC.
Lot 84 1.32 GR. AC.
Lot 85 1.54 GR. AC.
Lot 86 1.05 GR. AC.
Lot 87 0.98 GR. AC.
Lot 88 1.00 GR. AC.
Lot 89 1.01 GR. AC.
Lot 90 0.90 GR. AC.
Lot 91 0.96 GR. AC.
Lot 92 0.98 GR. AC.
Lot 93 1.01 GR. AC.
Lot 94 1.07 GR. AC.
Lot 95 1.05 GR. AC.
Lot 96 0.95 GR. AC.
Lot 97 0.96 GR. AC.
Lot 98 1.04 GR. AC.
Lot 32 1.05 GR. AC.
Lot 33 0.90 GR. AC.
Lot 34 1.20 GR. AC.
Lot 35 1.14 GR. AC.
Lot 36 1.02 GR. AC.
Lot 37 0.92 GR. AC.
Lot 38 1.68 GR. AC.
Lot 39 2.64 GR. AC.
Lot 40 2.36 GR. AC.
Lot 41 1.98 GR. AC.
Lot 42 1.18 GR. AC.
Lot 43 1.21 GR. AC.
Lot 44 1.11 GR. AC.
Lot 45 1.27 GR. AC.
Lot 46 0.97 GR. AC.
Lot 47 1.05 GR. AC.
Lot 48 1.08 GR. AC.
Lot 49 1.02 GR. AC.
Lot 50 1.00 GR. AC.
Lot 51 0.99 GR. AC.
Lot 52 1.03 GR. AC.
Lot 53 1.00 GR. AC.
Lot 54 1.02 GR. AC.
Lot 55 1.01 GR. AC.

30' WIDE DRAINAGE EASEMENT

20' P.U.E.

D=16°47'31" R=6990.53' L=2048.74' T=1031.77'

N89°56'01"W

S01°36'42"W 1322.85'

LEGEND

172 2.6 GR. AC.	LOT DATA
172	KINGS RANCH ESTATES LOT NUMBER – LOT NOT A PART OF THIS PLAT.
172* 2.6 GR. AC.	LOT NOT A PART OF THIS PLAT
	PROPERTY BOUNDARY
	EASEMENT
	1' NO ACCESS EASEMENT
	ROAD CENTERLINE
	LOTLINE
	PHASE LINE
◉	SURVEY MONUMENT
N79°19'25"W	LOT LINE DIRECTION
173.01'	LOT LINE LENGTH
(N79°19'25"W)	EASEMENT LINE DIRECTION
(73.01')	EASEMENT LINE LENGTH
⊥	SET 1/2" REBAR WITH A PLASTIC CAP AT ALL LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.
C57	CURVE LABEL (SEE SHEET 12)
L23	LINE LABEL (SEE SHEET 12)
	CONSERVATION EASEMENT – PRIVATE PROPERTY
	CONSERVATION EASEMENT – COMMON AREA
	COCHISE COUNTY FCD STORMWATER & RECHARGE TRACT
	100–YEAR FLOOD LIMITS
	SLOPE EASEMENT LINE
	EROSION SETBACK LINE
(A)	EASEMENT NOTE
2.09 AC.	AREA OF CONSERVATION EASEMENT

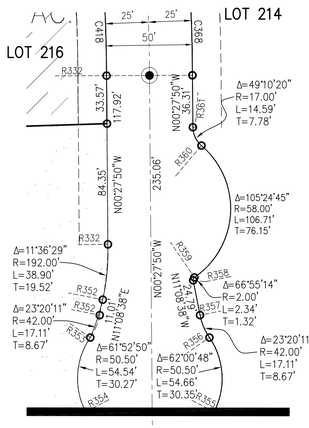
SCALE: 1" = 100'

100 50 0 100 200

EASEMENT LEGEND:

(A) = EASEMENT FOR DRAINAGE STRUCTURE PER THIS MAP.

(B) = WELL SITE BY SEPARATE INSTRUMENT.



S KINJOCKITY DR
(PRIVATE STREET)
ENTRY EXHIBIT
SCALE: 1" = 50'

GILBERT TECHNICAL SERVICES
1601 PASEO SAN LUIS, SUITE 203
SIERRA VISTA, ARIZONA 85635
(520) 458-5730

GTS LAND SURVEYING • CONSTRUCTION LAYOUT

GILBERT TECHNICAL SERVICES INC.
1601 PASEO SAN LUIS, SUITE 203
SIERRA VISTA, ARIZONA 85635
(520) 458-5730

JOB NO. 11-025
DATE: 11/22/2011
DRAWN BY: AM
CHECKED BY:

REVISIONS
BY
DATE

FINAL PLAT
KINGS RANCH AT CORONADO

AutoCAD FILE: 11025PM11SEQUENTIAL

SHEET 11 OF 12 SHEETS

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	63.41'	1525.00'	31.71'	02°22'56"
C4	288.84'	1525.00'	144.85'	10°51'07"
C5	35.64'	325.00'	68.82'	23°54'43"
C6	832.89'	1475.00'	427.88'	32°21'12"
C7	241.82'	1525.00'	121.16'	09°05'07"
C8	227.29'	1525.00'	113.86'	08°32'23"
C9	39.60'	1525.00'	19.80'	01°29'17"
C10	35.06'	325.00'	65.91'	22°56'14"
C11	299.81'	325.00'	161.52'	52°51'16"
C12	148.25'	1025.00'	74.25	08°17'13"
C13	79.08'	1025.00'	39.56	04°25'14"
C14	335.95'	1025.00'	169.49	18°46'44"
C15	422.09'	1025.00'	214.08	23°35'39"
C16	82.50'	1025.00'	41.77	04°36'03"
C17	1068.87'	1025.00'	588.78	59°44'53"
C18	392.55'	625.00'	202.99	35°59'12"
C19	210.50'	625.00'	106.26	19°17'51"
C20	603.05'	625.00'	327.33	55°17'02"
C21	109.81'	625.00'	55.44	10°04'12"
C22	185.84'	300.00'	96.01	35°29'37"
C23	296.43'	350.00'	157.76	48°31'32"
C24	67.09'	46.00'	41.10	83°33'39"
C25	121.57'	65.00'	88.10	107°09'39"
C26	65.26'	65.00'	35.67	57°32'52"
C27	84.70'	65.00'	57.99	83°28'38"
C28	281.52'	65.00'	96.09	248°09'08"
C29	33.80'	400.00'	16.91	04°50'28"
C30	119.19'	400.00'	60.04	17°04'19"
C31	315.62'	400.00'	166.55	45°12'38"
C32	466.61'	400.00'	265.37	67°07'27"
C33	17.48'	300.00'	8.74	03°20'20"
C34	117.24'	300.00'	59.38	22°23'27"
C35	134.72'	300.00'	68.52	25°43'47"
C36	449.93'	775.00'	231.50	33°15'48"
C37	73.41'	775.00'	36.75	05°25'39"
C38	483.34'	775.00'	249.82	35°44'00"
C39	181.14'	550.00'	91.40	18°52'13"
C40	65.91'	550.00'	32.99	06°51'58"
C41	247.05'	550.00'	125.64	25°44'10"
C42	308.85'	250.00'	177.61	70°47'01"
C43	452.16'	275.00'	233.70	94°13'40"
C44	269.51'	600.00'	137.07	25°44'10"
C45	524.24'	370.00'	317.02	81°10'49"
C46	453.40'	320.00'	274.18	81°10'49"
C47	52.18'	350.00'	26.14	08°32'33"
C48	443.71'	350.00'	257.27	72°38'08"
C49	495.89'	350.00'	299.87	81°10'41"
C50	111.96'	375.00'	56.40	17°06'21"
C51	290.92'	375.00'	153.22	44°26'56"
C52	402.87'	375.00'	223.34	61°33'16"
C53	42.38'	50.00'	22.56	48°33'39"
C54	52.45'	75.00'	27.35	40°04'11"
C55	94.48'	75.00'	54.67	72°10'52"
C56	146.94'	75.00'	111.72	112°15'03"
C57	174.82'	670.00'	87.91	14°56'58"
C58	586.65'	610.00'	318.24	55°06'07"
C59	157.91'	610.00'	79.40	14°49'55"
C60	744.55'	610.00'	426.60	69°56'03"
C61	26.33'	25.00'	14.54	60°20'54"
C62	141.99'	75.00'	104.14	108°28'32"
C63	28.10'	25.00'	15.74	64°23'36"
C64	352.50'	325.00'	195.84	62°08'40"
C65	442.01'	300.00'	272.10	84°25'00"
C66	32.96'	960.00'	16.48	01°58'02"
C67	642.56'	960.00'	333.84	38°21'01"
C68	675.53'	960.00'	352.43	40°19'03"
C69	640.35'	910.00'	334.07	40°19'03"
C70	626.10'	610.00'	21.44	04°01'34"
C71	266.71'	610.00'	135.52	25°03'06"
C72	309.58'	610.00'	158.20	29°04'40"
C73	464.60'	275.00'	309.73	96°47'56"
C74	640.35'	910.00'	334.07	40°19'03"
C75	626.10'	610.00'	21.44	04°01'34"
C76	266.71'	610.00'	135.52	25°03'06"
C77	309.58'	610.00'	158.20	29°04'40"
C78	464.60'	275.00'	309.73	96°47'56"
C79	640.35'	910.00'	334.07	40°19'03"
C80	626.10'	610.00'	21.44	04°01'34"
C81	266.71'	610.00'	135.52	25°03'06"
C82	309.58'	610.00'	158.20	29°04'40"
C83	464.60'	275.00'	309.73	96°47'56"
C84	640.35'	910.00'	334.07	40°19'03"
C85	626.10'	610.00'	21.44	04°01'34"
C86	266.71'	610.00'	135.52	25°03'06"
C87	309.58'	610.00'	158.20	29°04'40"
C88	464.60'	275.00'	309.73	96°47'56"
C89	640.35'	910.00'	334.07	40°19'03"
C90	626.10'	610.00'	21.44	04°01'34"
C91	266.71'	610.00'	135.52	25°03'06"
C92	309.58'	610.00'	158.20	29°04'40"
C93	464.60'	275.00'	309.73	96°47'56"
C94	640.35'	910.00'	334.07	40°19'03"
C95	626.10'	610.00'	21.44	04°01'34"
C96	266.71'	610.00'	135.52	25°03'06"
C97	309.58'	610.00'	158.20	29°04'40"
C98	464.60'	275.00'	309.73	96°47'56"
C99	640.35'	910.00'	334.07	40°19'03"
C100	626.10'	610.00'	21.44	04°01'34"
C101	266.71'	610.00'	135.52	25°03'06"
C102	309.58'	610.00'	158.20	29°04'40"
C103	464.60'	275.00'	309.73	96°47'56"
C104	640.35'	910.00'	334.07	40°19'03"
C105	626.10'	610.00'	21.44	04°01'34"
C106	266.71'	610.00'	135.52	25°03'06"
C107	309.58'	610.00'	158.20	29°04'40"
C108	464.60'	275.00'	309.73	96°47'56"
C109	640.35'	910.00'	334.07	40°19'03"
C110	626.10'	610.00'	21.44	04°01'34"
C111	266.71'	610.00'	135.52	25°03'06"
C112	309.58'	610.00'	158.20	29°04'40"
C113	464.60'	275.00'	309.73	96°47'56"
C114	640.35'	910.00'	334.07	40°19'03"
C115	626.10'	610.00'	21.44	04°01'34"
C116	266.71'	610.00'	135.52	25°03'06"
C117	309.58'	610.00'	158.20	29°04'40"
C118	464.60'	275.00'	309.73	96°47'56"
C119	640.35'	910.00'	334.07	40°19'03"
C120	626.10'	610.00'	21.44	04°01'34"
C121	266.71'	610.00'	135.52	25°03'06"
C122	309.58'	610.00'	158.20	29°04'40"
C123	464.60'	275.00'	309.73	96°47'56"
C124	640.35'	910.00'	334.07	40°19'03"
C125	626.10'	610.00'	21.44	04°01'34"
C126	266.71'	610.00'	135.52	25°03'06"
C127	309.58'	610.00'	158.20	29°04'40"
C128	464.60'	275.00'	309.73	96°47'56"
C129	640.35'	910.00'	334.07	40°19'03"
C130	626.10'	610.00'	21.44	04°01'34"
C131	266.71'	610.00'	135.52	25°03'06"
C132	309.58'	610.00'	158.20	29°04'40"
C133	464.60'	275.00'	309.73	96°47'56"
C134	640.35'	910.00'	334.07	40°19'03"
C135	626.10'	610.00'	21.44	04°01'34"
C136	266.71'	610.00'	135.52	25°03'06"
C137	309.58'	610.00'	158.20	29°04'40"

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C138	150.07'	375.00'	76.05	22°55'47"
C139	65.17'	325.00'	32.69'	11°29'20"
C140	63.00'	375.00'	31.57	09°37'33"
C141	48.81'	325.00'	24.45	08°36'18"
C142	11.67'	375.00'	5.84	01°47'00"
C143	178.11'	375.00'	90.77	27°12'49"
C144	189.79'	375.00'	96.97	28°59'50"
C145	142.12'	325.00'	72.22	25°03'52"
C146	238.88'	1530.00'	119.68	08°56'44"
C147	405.17'	1530.00'	203.78	15°10'22"
C148	644.05'	1530.00'	326.38	24°07'06"
C149	164.01'	375.00'	83.34	25°03'30"
C150	146.56'	325.00'	74.55	25°50'16"
C151	17.92'	325.00'	8.96	03°09'34"
C152	164.48'	325.00'	84.04	28°59'50"
C153	47.57'	375.00'	23.82	07°16'06"
C154	8.75'	375.00'	4.37	01°20'12"
C155	56.32'	375.00'	28.21	08°36'18"
C156	54.60'	325.00'	27.36	09°37'33"
C157	75.19'	375.00'	37.72'	11°29'20"
C158	119.00'	325.00'	60.17'	20°58'42"
C159	137.30'	375.00'	69.43'	20°58'42"
C160	110.56'	375.00'	55.68'	16°53'30"
C161	95.81'	325.00'	48.26'	16°53'30"
C162	460.66'	325.00'	278.62'	81°12'46"
C163	76.97'	325.00'	38.67'	13°34'12"
C164	396.95'	325.00'	227.48	69°58'48"
C165	163.24'	325.00'	83.38	28°46'39"
C166	301.05'	375.00'	159.17	45°59'49"
C167	200.91'	375.00'	102.93	30°41'34"
C168	144.41'	375.00'	73.11	22°03'50"
C169	187.36'	375.00'	95.68	28°37'36"
C170	137.82'	325.00'	69.96	24°17'48"
C171	42.66'	375.00'	21.35	06°31'03"
C172	90.14'	375.00'	45.29	13°46'22"
C173	83.08'	325.00'	41.77	14°38'45"
C174	53.18'	325.00'	26.65	09°22'29"
C175	136.25'	325.00'	69.14	24°01'14"
C176	81.85'	375.00'	41.09	12°30'23"
C177	79.59'	375.00'	39.95	12°09'38"
C178	305.05'	2470.00'	152.74	07°04'37"
C179	292.97'	2470.00'	146.65	06°47'45"
C180	598.05'	2470.00'	300.49	13°52'22"
C181	162.38'	325.00'	82.92	28°37'36"
C182	92.74'	375.00'	46.61	14°10'13"
C183	66.28'	375.00'	33.23	10°07'35"
C184	159.02'	375.00'	80.72	24°17'48"
C185	36.97'	325.00'	18.50	06°31'03"
C186	78.12'	325.00'	39.25	13°46'22"
C187	108.56'	375.00'	54.66	16°35'10"
C188	48.66'	375.00'	24.36	07°26'04"
C189	157.21'	375.00'	79.78	24°01'26"
C190	70.94'	325.00'	35.61	12°30'23"
C191	68.98'	325.00'	34.62	12°09'38"
C192	304.24'	2470.00'	152.31	07°03'26"
C193	35.42'	2530.00'	17.71	00°48'08"
C194	275.16'	2530.00'	137.72	06°13'53"
C195	310.59'	2530.00'	155.49	07°02'01"
C196	247.02'	525.00'	125.84	26°57'30"
C197	31.13'	475.00'	15.57	03°45'16"
C198	198.47'	475.00'	100.70	23°56'24"
C199	229.60'	475.00'	117.09	27°41'40"
C200	69.14'	825.00'	34.59	4°48'05"
C201	362.75'	825.00'	184.35	25°11'33"
C202	431.88'	825.00'	221.01	29°59'38"
C203	155.60'	375.00'	78.93	23°46'26"
C204	190.14'	375.00'	97.16	29°03'02"
C205	145.75'	375.00'	186.52	52°49'27"
C206	102.78'	325.00'	51.82	18°07'10"
C207	5.74'	125.00'	2.87	02°37'47"
C208	1.91'	20.00'	0.96	05°28'39"
C209	155.60'	375.00'	78.93	23°46'26"
C210	190.14'	375.00'	97.16	29°03'02"
C211	145.75'	375.00'	186.52	52°49'27"
C212	102.78'	325.00'	51.82	18°07'10"
C213	5.74'	125.00'	2.87	02°37'47"
C214	1.91'	20.00'	0.96	05°28'39"
C215	155.60'	375.00'	78.93	23°46'26"
C216	190.14'	375.00'	97.16	29°03'02"
C217	145.75'	375.00'	186.52	52°49'27"
C218	102.78'	325.00'	51.82	18°07'10"
C219	5.74'	125.00'	2.87	02°37'47"
C220	1.91'	20.00'	0.96	05°28'39"
C221	155.60'	375.00'	78.93	23°46'26"
C222	190.14'	375.00'	97.16	29°03'02"
C223	145.75'	375.00'	186.52	52°49'27"
C224	102.78'	325.00'	51.82	18°07'10"
C225	5.74'	125.00'	2.87	02°37'47"
C226	1.91'	20.00'	0.96	05°28'39"
C227	155.60'	375.00'	78.93	23°46'26"
C228	190.14'	375.00'	97.16	29°03'02"
C229	145.75'	375.00'	186.52	52°49'27"
C230	102.78'	325.00'	51.82	18°07'10"
C231	17.35'	20.00'	9.26	49°42'10"
C232	35.20'	375.00'	17.61	05°22'42"
C233	201.23'	375.00'	103.10	30°44'44"
C234	157.70'	375.00'	80.03	24°05'42"
C235	394.13'	375.00'	217.46	60°13'08"
C236	187.41'	375.00'	95.71	28°38'04"
C237	276.84'	375.00'	145.07	42°17'55"
C238	204.11'	325.00'	105.54	35°58'58"
C239	20.26'	20.00'	11.09'	58°02'03"
C240	95.30'	475.00'	47.81'	11°29'43"
C241	5.21'	525.00'	2.60'	00°34'06"
C242	39.58'	385.00'	19.81'	05°53'24"
C243	24.20'	775.00'	12.10'	01°47'22"
C244	235.51'	375.00'	121.78	35°58'58"
C245	295.21'	375.00'	155.73	45°06'17"
C246	57.61'	325.00'	28.88	10°09'22"
C247	30.72'	375.00'	15.37	04°41'40"
C248	277.46'	3525.00'	138.80	04°30'36"
C249	231.49'	3525.00'	115.79	03°45'46"
C250	194.24'	3525.00'	97.15	03°09'26"
C251	86.34'	3525.00'	43.17	01°24'12"
C252	789.53'	3525.00'	396.42	12°49'59"
C253	471.03'	325.00'	287.74	83°02'27"
C254	120.45'	325.00'	60.92	21°14'05"
C255	591.49'	325.00'	418.05	104°16'33"
C256	20.26'	20.00'	11.09	58°02'03"
C257	104.64'	65.00'	67.59	92°14'03"
C258	231.24'	65.00'	307.99	203°50'03"
C259	335.88'	65.00'	40.56	296°04'07"
C260	332.17'	375.00'	177.87	50°45'04"
C261	242.27'	375.00'	125.53	37°00'58"
C262	108.05'	375.00'	54.40	16°30'31"
C263	682.48'	375.00'	482.37	104°16'33"
C264	119.37'	375.00'	60.20	18°14'21"
C265	130.91'	325.00'	66.36	23°04'45"
C266	128.13'	1470.00'	64.10	04°59'38"
C267	399.58'	1470.00'	201.03	15°34'27"
C268	91.08	1470.00'	45.56	03°33'00"
C269	618.79'	1470.00'	314.05	24°07'06"
C270	305.21'	525.00'	157.05	33°18'33"
C271	162.51'	325.00'	82.99	28°38'58"
C272	153.79'	325.00'	78.36	27°06'43"
C273	8.72'	325.00'	4.36	01°32'15"
C274	56.32'	375.00'	28.21	08°36'15"

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C275	61.11'	375.00'	30.62	09°20'11"
C276	190.40'	375.00'	97.30	29°05'27"
C277	251.50'	375.00'	130.69	38°25'38"
C278	16.95'	375.00'	8.48	02°35'25"
C279	303.43'	375.00'	160.57	46°21'36"
C280	45.99'	375.00'	23.02	07°01'34"
C281	366.37'	375.00'	199.29	55°58'35"
C282	105.14'	65.00'	68.11	92°40'41"
C283	95.26'	65.00'	58.50	83°58'16"
C284	135.48'	65.00'	111.28	119°25'10"
C285	315.08'	325.00'	171.16	55°32'46"
C286	187.78'	375.00'	95.91	28°41'29"
C287	184.61'	375.00'	94.22	28°12'22"
C288	170.97'	375.00'	87.00	26°07'21"
C289	355.58'	375.00'	192.43	54°19'44"
C290	240.11'	325.00'	125.83	42°19'48"
C291	69.33'	375.00'	34.77'	10°35'37"
C292	64.71'	350.00'	32.45'	10°35'37"
C293	60.09'	325.00'	30.13'	10°35'37"
C294	119.20'	65.00'	84.83	105°04'32"
C295	105.14'	325.00'	53.03	18°32'06"
C296	185.66'	375.00'	94.77	28°21'59"
C297	91.39'	375.00'	45.92	13°57'49"
C298	272.05'	375.00'	145.19	41°34'48"
C299	152.48'	375.00'	77.31	23°17'48"
C300	152.57'	375.00'	77.36	23°18'40"
C301	305.05'	375.00'	161.53	46°36'28"
C302	60.87'	325.00'	30.52	10°43'52"
C303	42.42'	375.00'	21.23	06°28'51"
C304	95.68'	375.00'	48.10	14°37'08"
C305	98.32'	325.00'	49.54	17°19'57"
C306	143.20'	375.00'	72.48	21°52'45"
C307	90.06'	375.00'	45.25	13°45'37"
C308	233.26'	375.00'	120.54	35°38'22"
C309	202.16'	325.00'	104.47	35°38'22"
C310	113.44'	375.00'	57.16	17°19'57"
C311	82.92'	325.00'	41.69	14°37'08"
C312	36.76'	325.00'	18.40	06°28'51"
C313	70.74'	375.00'	35.22	10°43'52"
C314	453.32'	325.00'	272.31	79°55'07"
C315	162.59'	325.00'	83.03	28°39'49"
C316	424.14'	325.00'	248.37	74°46'27"
C317	24.40'	325.00'	12.21	04°18'08"
C318	24.40'	325.00'	12.21	04°18'08"
C319	48.81'	325.00'	24.45	08°36'15"
C320	23.94'	375.00'	11.98	03°39'36"
C321	163.57'	375.00'	83.10	24°59'28"
C322	187.51'	375.00'	95.76	28°38'58"
C323	276.14'	475.00'	142.10	33°18'33"
C324	321.43'	670.00'	163.87	27°29'16"
C325	256.69'	670.00'	129.94	21°57'04"
C326	223.49'	475.00'	113.86	26°57'30"
C327	101.68'	525.00'	51.00'	11°05'47"
C328	146.88'	525.00'	73.92'	16°01'48"
C329	253.76'	525.00'	129.41	27°41'40"
C330	147.15'	775.00'	73.80'	10°52'44"
C331	145.26'	775.00'	72.85'	10°44'22"
C332	405.71'	775.00'	207.62	29°59'38"
C333	355.53'	825.00'	180.57	24°41'29"
C334	223.93'	825.00'	112.66	15°33'06"
C335	579.46'	825.00'	302.26	40°14'35"
C336	66.47'	375.00'	33.32	10°09'22"
C337	28.63'	325.00'	14.32	05°02'54"
C338	342.94'	3475.00'	171.61	05°39'16"
C339	330.53'	3475.00'	165.36	05°26'59"
C340	104.87'	3475.00'	52.44	01°43'45"
C341	151.40'	325.00'	77.10	26°41'28"
C342	136.37'	375.00'	68.95	20°50'08"
C343	33.15'	375.00'	16.59	05°03'54"
C344	169.52'	375.00'	86.23	25°54'03"
C345	133.49'	375.00'	67.46	20°23'42"
C346	98.41'	375.00'	49.49	15°02'09"
C347	97.66'	375.00'	49.11	14°55'41"
C348	329.55'	375.00'	176.27	50°21'05"
C349	135.34'	375.00'	68.41	20°40'41"
C350	109.15'	375.00'	54.97	16°40'39"
C351	244.49'	375.00'	126.77	37°21'20"
C352	40.42'	37.00'	22.49	62°35'05"
C353	28.66'	65.00'	14.57	25°15'51"
C354	169.73'	65.00'	339.34	149°36'45"
C355	59.63'	65.00'	32.10	52°33'57"
C356	321.26'	65.00'	51.53	283°10'56"
C357	27.10'	37.00'	14.19	41°57'38"
C358	226.57'	325.00'	118.11	39°56'15"
C359	116.45'	375.00'	58.70	17°47'34"
C360	105.99'	375.00'	53.35	16°11'40"
C361	165.32'	375.00'	84.02	25°15'30"
C362	87.66'	375.00'	44.03	13°23'39"
C363	11.04'	240.00'	5.52	02°38'12"
C364	180.70'	240.00'	94.81	43°08'20"
C365	113.19'	240.00'	57.67	27°01'16"
C366	65.33'	240.00'	32.87	15°35'45"
C367	142.05'	240.00'	73.17	33°54'44"
C368	127.23'	1030.00'	63.70	07°04'38"
C369	111.39'	1030.00'	55.75	06°11'47"
C370	102.29'	1030.00'	51.19	05°41'24"
C371	213.68'	1030.00'	107.23	11°53'12"
C372	93.18'	325.00'	46.91	16°25'40"
C373	53.06'	375.00'	26.57	08°06'25"
C374	123.61'	375.00'	62.37	18°53'13"
C375	176.68'	375.00'	90.01	26°59'38"
C376	5.84'	375.00'	2.92	00°53'34"
C377	101.68'	375.00'	51.15	15°32'06"
C378	107.52'	375.00'	54.13	16°25'40"
C379	160.08'	325.00'	81.70	28°13'18"
C380	314.10'	325.00'	170.53	55°22'26"
C381	14.50'	325.00'	7.25	02°33'20"
C382	146.92'	325.00'	74.74	25°54'03"
C383	180.06'	375.00'	91.80	27°30'41"
C384	195.19'	970.00'	97.92	11°31'46"
C385	262.25'	970.00'	131.93	15°29'25"
C386	231.46'	970.00'	116.28	13°40'19"
C387	234.01'	1030.00'	117.51	13°01'03"
C388	257.70'	1030.00'	129.53	14°20'07"
C389	239.79'	1030.00'	120.44	13°20'20"
C390	101.15'	375.00'	50.88	15°27'16"
C391	140.98'	375.00'	71.33	21°32'27"
C392	242.12'	375.00'	125.45	36°59'38"
C393	70.99'	625.00'	35.54	06°30'30"
C394	99.71'	625.00'	49.96	09°08'26"
C395	170.70'	625.00'	85.89	15°38'55"
C396	69.12'	625.00'	34.63	09°19'04"
C397	116.92'	625.00'	58.83	10°43'46"
C398	186.04'	425.00'	94.53	25°04'50"
C399	166.63'	575.00'	83.90	16°36'12"
C400	36.88'	575.00'	18.44	03°40'28"
C401	203.50'	575.00'	102.83	20°16'40"
C402	207.57'	425.00'	105.90	27°58'56"
C403	100.12'	425.00'	50.30	13°29'53"
C404	132.70'	425.00'	66.89	17°53'21"
C405	17.30'	325.00'	8.65	03°02'59"
C406	153.19'	325.00'	78.05	27°00'24"
C407	199.80'	325.00'	103.17	35°13'09"
C408	124.53'	325.00'	63.04	21°57'16"
C409	25.18'	375.00'	12.59	03°50'48"
C410	50.02'	325.00'	25.06	08°49'07"
C411	11.25'	325.00'	5.62	01°58'58"

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C412	226.19'	325.00'	117.89	39°52'32"
C413	237.43'	325.00'	124.30	41°51'30"
C414	80.37'	375.00'	40.34	12°16'46"
C415	129.94'	325.00'	65.85	22°54'31"
C416	147.24'	325.00'	74.91	25°57'30"
C417	109.15'	970.00'	54.64	06°26'51"
C418	259.71'	970.00'	130.64	15°20'26"
C419	368.87'	970.00'	186.69	21°47'17"
C420	77.98'	65.00'	44.46	68°44'23"
C421	65.56'	65.00'	35.88	57°47'29"
C422	110.69'	65.00'	74.21	97°34'09"
C423	81.65'	65.00'	47.20	71°58'06"
C424	38.50'	325.00'	19.27	06°47'12"
C425	107.19'	375.00'	53.96	16°22'39"
C426	166.77'	375.00'	84.79	25°28'51"
C427	273.96'	375.00'	143.42	41°51'30"
C428	57.72'	375.00'	28.92	08°49'07"
C429	21.82'	325.00'	10.91	03°50'48"
C430	108.64'	375.00'	54.70	16°35'54"
C431	41.46'	375.00'	20.75	06°20'05"
C432	176.67'	375.00'	90.01	26°59'36"
C433	86.58'	375.00'	43.48	13°13'40"
C434	137.65'	375.00'	69.61	21°01'53"
C435	145.63'	375.00'	73.74	22°15'02"
C436	24.48'	375.00'	12.25	03°44'26"
C437	112.66'	475.00'	56.59	13°35'20"
C438	147.77'	475.00'	74.48	17°49'26"
C439	107.85'	475.00'	54.16	13°00'34"
C440	124.13'	475.00'	62.42	14°58'24"
C441	72.72'	475.00'	36.42	8°46'20"
C442	143.80'	625.00'	72.22	13°10'56"
C443	221.20'	625.00'	111.77	20°16'40"
C444	128.68'	375.00'	64.98	19°39'37"
C445	35.48'	375.00'	17.75	05°25'13"
C446	164.15'	375.00'	83.41	25°04'50"
C447	81.74'	575.00'	40.94	08°08'40"
C448	75.31'	575.00'	37.71	07°30'15"
C449	157.05'	575.00'	79.01	15°38'55"
C450	163.26'	425.00'	82.65	22°00'35"
C451	111.15'	425.00'	55.89	14°59'03"
C452	24.41'	425.00'	12.18	03°17'39"
C453	140.07'	350.00'	70.98'	22°55'47"
C454	69.77'	45.00'	44.09'	88°49'50"
C455	861.13'	1525.00'	442.38'	32°21'12"
C456	19.38'	25.00'	10.21	44°24'55"
C457	18.14'	45.00'	9.57'	23°05'12"
C458	20.04'	325.00'	10.02'	03°31'56"
C459	83.42'	325.00'	41.94'	14°42'25"
C460	151.05'	375.00'	76.56'	23°04'45"
C461	122.95'	190.00'	63.71'	37°04'35"
C462	113.16'	475.00'	56.85'	13°38'59"
C463	15.04'	475.00'	7.52'	1°48'39"
C464	95.30'	475.00'	47.81'	11°29'43"
C465	101.68'	525.00'	51.00'	11°05'47"
C466	146.88'	525.00'	73.92'	16°01'48"
C467	5.21'	525.00'	2.60'	00°34'06"
C468	24.20'	775.00'	12.10'	01°47'22"
C469	147.15'	775.00'	73.80'	10°52'44"
C470	145.26'	775.00'	72.85'	10°44'22"
C471	89.09'	775.00'	44.59'	06°35'11"
C472	157.44'	825.00'	78.96'	10°56'03"
C473	150.37'	825.00'	75.40'	10°26'36"
C474	161.31'	825.00'	80.91'	11°12'31"
C475	110.33'	825.00'	55.25'	07°39'45"
C476	144.09'	325.00'	73.25'	25°24'05"
C477	39.57'	375.00'	19.80'	06°02'46"
C478	110.40'	375.00'	55.60'	16°52'03"
C479	92.09'	375.00'	46.28'	14°04'14"
C480	30.36'	375.00'	15.19'	04°38'18"
C481	18.60'	20.00'	10.03'	53°16'44"
C482	65.04'	65.00'	35.54'	57°19'51"
C483	158.51'	65.00'	177.26'	139°43'30"
C484	89.90'	65.00'	53.81'	79°14'39"
C485	20.26'	20.00'	11.09'	58°02'03"
C486	71.01'	375.00'	35.61'	10°51'01"
C487	172.64'	775.00'	86.68'	12°45'48"
C488	199.56'	775.00'	100.34'	14°45'13"
C489	168.18'	775.00'	84.42'	12°26'00"
C490	271.37'	325.00'	141.93'	47°51'14"
C491	104.63'	375.00'	52.66'	15°59'12"
C492	258.97'	325.00'	136.80'	45°39'21"
C493	40.66'	325.00'	20.36'	07°10'06"
C494	118.59'	375.00'	59.80'	18°07'10"
C495

Consent 5.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 02/14/2012

Approve Proposed Settlement of a Tax Appeal

Submitted By: Annette Weems, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the tax appeal in Kenneth A. Wendt Sr. v. Cochise County, Tax Case No. ST2011-000570 (Assessor parcel No. 106-25-010E), now pending in the Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value from $25,200.00 to $12,375.00 for tax year 2012. After reviewing the taxpayer's documentation and other market factors/comparables the Assessor agrees that the property was overvalued and so recommended a settlement offer that lowered the full cash value to $16,500.00 for tax year 2012. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Consent 6.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 02/14/2012

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the tax appeal in David Ian Clark and Meiko Hara Clark v. Cochise County, ST2011-000630, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer timely filed a civil action in Arizona Tax Court asking for a reduction in assessed value from $113,203.00 to $28,000.00. After conducting a physical inspection and reviewing the taxpayer's documentation the Assessor agrees that the property is in very poor condition, and so recommended a settlement offer that lowered the value to $32,800.00. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office, Civil Division, upon Board's approval.

Consent 7.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 02/14/2012

Approve Proposed Settlement of a Tax Appeal

Submitted By: Annette Weems, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the tax appeal in Gary L. Sanders and Evadean Sanders v. Cochise County, Tax Appeal Case No. ST2011-000453 (Assessor parcel no. 104-02-053), now pending in the Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer timely filed a civil action in Arizona Tax Court asking for a reduction in assessed value from $89,503.00 to $48,827.41. After conducting a physical inspection and reviewing the taxpayer's documentation the Assessor recommended a settlement offer that lowered the value to $76,325.00. The taxpayer accepted the settlement offer.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Consent 8.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 02/14/2012

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the tax appeal in Equity Trust Company v. Cochise County, ST2011-000496, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Background (Brief): Taxpayer timely filed a civil action in Arizona Tax Court asking for a reduction in assessed value from $130,000.00 to $47,000.00. After conducting a physical inspection and reviewing the taxpayer's documentation the Assessor recommended a settlement offer that lowered the value to $90,000.00. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Next Steps/Action Items/Follow-up: Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Impact of Not Approving: Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Consent 9.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date: 02/14/2012

Work and Financial Plan for Wildlife Services 2012/2013

Submitted By: Rod Rothrock, County Sheriff

Department: County Sheriff

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	Rod Rothrock	**TITLE of PRESENTER:**	Chief Deputy
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Work and Financial Plan, Agreement Number 12-73-04-0228-RA, between Cochise County and the U.S. Department of Agriculture Animal and Plant Health Inspection Service, Wildlife Services, pursuant to the existing Cooperative Service Agreement No. 09-73-04-0228-RA, to assign a Wildlife Specialist to Cochise County for predator and disease control for the term of July 1, 2012 to June 30, 2013 at a cost of $38,364.

Background:

This agreement is an annual event between Cochise County and the USDA Animal and Plant Health Inspection Service, Wildlife Services. This agreement provides for a Wildlife Specialist to be assigned to Cochise County to manage damage caused by wild and feral animals to livestock, agriculture comodities, and the public health. The Wildlife Specialist also works with Sheriff's Office Animal Control Officers. The total cost of the position and equipment is $76,728, half of which is borne by the USDA, thus making the County's portion of the costs $38,364. This is the same cost as last year's agreement. This agreement has been budgeted from the General Fund for the past several years.

This agreement has been reviewed and approved as to form by Ms. Terry Bannon, Deputy County Attorney.

Department's Next Steps (if approved):

If approved the Sheriff's Office will continue the working relationship with the USDA Wildlife Specialst to address disease and predatory mitigation in the County.

Impact of NOT Approving/Alternatives:

If not funded, the County will no longer have a Wildlife Specialist assigned to the County, thus leaving no mechanism in place to address predator control, such as coyotes taking livestock, and disease control, such as rabies outbreaks in the skunk population. If this agreement is not approved, it is very likely that the County will be unable to obtain an agreement for these servcies again in the near future.

To BOS Staff: Document Disposition/Follow-Up:

Please return all three (3) original copies to the Sheriff's Office so they can be forwarded to the USDA.

Fiscal Impact

Fiscal Year:	12-13
One-time Fixed Costs? ($$$):	38,364
Ongoing Costs? ($$$):	0
County Match Required? ($$$):	0
A-87 Overhead Amt? (Co. Cost Allocation $$$):	0
Source of Funding?:	

Fiscal Impact & Funding Sources (if known):

This item has been funded by the general fund for the past several year.

Attachments

Wildlife Specialist Agreement 2012/2013

Agreement Number: 12-73-04-0228-RA
Accounting WBS: AP.RA.RX04.73.0103

WORK AND FINANCIAL PLAN
between
COUNTY OF COCHISE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 09-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2012 through June 30, 2013.

I. OBJECTIVES/GOALS

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture (ADA), and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

II. PLAN OF ACTION

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the control and destruction or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona State Land Department with participation by the Arizona Game and Fish Department, and ADA. Additional work plan efforts are in cooperation with the Adaptive Management Oversight Committee for the Mexican wolf reintroduction and the Jaguar Conservation Team. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

III. REPORTS

APHIS-WS will provide a report of activities at the request of the Cooperator.

IV. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred. WS shall submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan, not to exceed $15,000.00. Such costs may include, but are not limited to, salary/benefits, vehicle use, supplies/equipment and APHIS overhead. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories as needed. Any equipment and supplies purchased under the terms of this agreement will remain the property of APHIS-WS.

Annual increases in cost for salary/benefits and vehicle use will be limited to no more than five percent per category, per year for the next fiscal year (through June 30, 2013). The remaining cost categories will remain fixed for this period.

Salary/Benefits	55,900
Travel/Per Diem	3,500
Vehicle Use	14,794
Horse/Dog Hire	2,034
Equipment/Supplies	3,500
Subtotal	**$79,728**
APHIS Overhead (16.15%)	12,876
Total Cost	**$92,604**
APHIS Overhead (16.15%) Paid by WS	-12,876
Less AZ Dept of Ag Contribution	- 3,000
Subtotal	**$76,728**
Less WS Contribution (50%)	-38,364
COCHISE COUNTY TOTAL	**$38,364**

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

V. AUTHORIZATION

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County or its departments or agencies is, at any time while the contract or any

extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

COUNTY OF COCHISE
COCHISE COUNTY BOARD OF SUPERVISORS
1415 W. Melody Lane
BISBEE, AZ 85603
520-432-9200
Tax Identification Number: 86-6000398 B

APPROVED AS TO FORM

1-31-12

Cochise County Attorney Date

Chairman, Cochise County Board of Supervisors Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

State Director, Arizona Date

Director, Western Region Date

Consent 10.

Regular Board of Supervisors Meeting **Finance**

Meeting Date: 02/14/2012

Demands & Operating Transfers

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Consent 11.

Regular Board of Supervisors Meeting **Fleet**

Meeting Date: 02/14/2012

Award of Bid for Five Chevrolet 4WD Silverado Trucks

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of Invitation for Bids (IFB) No. 12-11-FMD-04 to Lawley Motors LLC for the purchase of five Chevrolet Silverado 4WD Crew Cab Trucks for the Fleet Management Department in the amount of $145,112 plus applicable tax.

Background:

IFB No. 12-11-FMD-04 was released on December 14, 2011. The bid was advertised in the Arizona Range news on December 21-28, 2011 and posted on the County website. Bid notices were mailed to 30 vendors. Seven bids were received prior to the bid closing date and time of January, 12, 2012 at 4:00 p.m. A bid tabulation is attached which references Lawley Motors LLC as the lowest responsive and responsible bidder meeting all requirements of the bid and receiving the 3% local vendor preference credit. The lowest bid received from Tucson Dodge was rejected due to various deviations from the solicitation specifications. Although Sands Motor Company and Sanderson Ford of Glendale had a lower bid price than Lawley Motors of Sierra Vista, when the 3% credit was applied, Lawley Motors became the lowest bid.

Department's Next Steps (if approved):

Issue purchase order, inspect vehicles upon delivery

Impact of NOT Approving/Alternatives:

The vehicles that these are replacing will exceed the designated replacement mileage which is 155,000 miles for law enforcement vehicles. Running the law enforcement vehicles past the recommended 155,000 replacement will result in higher maintenance costs and may represent some liability issues

To BOS Staff: Document Disposition/Follow-Up:

No Action Required

Fiscal Impact

Fiscal Year:

One-time Fixed Costs? ($$$):

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The Fleet Management Department has budgeted sufficiently for this expenditure in the FY 2011-12 budget.

Attachments

Bid Tabulation

COCHISE COUNTY

PROCUREMENT DEPARTMENT

Bid Tabulation

IFB NO: 12-11-FMD-04 - Fleet Vehicles

Opening Date: 1-12-2012, 4:00 p.m.

Buyer: Terry Hudson

	Courtesy Chevrolet, Phoenix, AZ	Sands Motor Co. Glendale, AZ	O'Rielly Chevrolet, Tucson, AZ	Lawley Motors, Sierra Vista, AZ	Midway Chevrolet, Phoenix, AZ	Tucson Dodge, Tucson, AZ	Sanderson Ford, Glendale AZ
Bid Item 1. 2012 Fleet Work Trucks	$29,068.65 each	$28,686.63 each	$29,469.26 each	$29,022.40 each	$29,149.27 each	$27,678.00 Each	$28,987.00 each
Quantity to be Purchased; 5 each							
Local vendor preference 3% evaluation credit.				-$870.67			
				$28,151.73			

The low bid submitted by Tucson Dodge is not being recommended due to various deviations from the solicitation specifications, mainly engine size, axle ratio and GVWR. Due to the vehicle applications these deviations are considered to be major and are not waivable.

Public Hearings 12.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 02/14/2012

Proposed Amendments to Article 17 of the Zoning Regulations Pertaining to Lot Development Administrative Modifications

Submitted By: Mike Turisk, Community Development

Department: Community Development **Division:** Planning

Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Michael Turisk	**TITLE of PRESENTER:**	Interim Planning Director
Docket Number (If applicable):	R-11-06		
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Adopt Zoning Ordinance 12-02 to approve Docket R-11-06, amending Article 17 of the Cochise County Zoning Regulations regarding our Lot Development Administrative Modification process.

Background:

The purpose of Administrative Lot Modifications is to permit flexibility in how some of our site development standards, such as minimum setbacks, are applied to individual lots. The process is intended to reduce procedural delays by, for example, eliminating the need for a formal Variance process under certain circumstances, as well as to ensure due process in the review of unique and unusual development situations, such as those resulting from terrain constraints. In addition, the process is intended to encourage originality, flexibility and innovation in site planning and design, including those designs which maximize solar energy access. Although the Administrative Lot Modification process benefits the Applicant by reducing time and costs, the process is cognizant of the need to protect adjacent residents and properties from negative impacts, and to maintain the overall character or integrity of the area. Currently, per our current process, the following site development standards are eligible for a reduction of up to 20 percent:

Minimum setbacks;
Maximum site coverage;
Maximum building/structure height; and
Minimum required parking spaces.

Furthermore, the minimum area of a particular site may be reduced as follows:

Any lots that are in a Zoning District with a minimum site area of one acre or smaller (e.g., R; Residential), the minimum site area may be reduced up to five percent; and

Any lots that are in a Zoning District with a minimum site area of more than one acre (e.g., RU; Rural), the site area may be reduced up to two percent.

A public process is required for all applications for Lot Development Administrative Modifications. This includes mailing notice of the request to neighboring property owners within 300 feet of the subject parcel. Staff decisions are based on comments from property owners, as well as the potential for negative impacts on surrounding properties.

The following criteria are currently used to evaluate Administrative Lot Modification applications:

1. The proposed modification must not violate any provisions of the County's Comprehensive Plan, area plans, adopted master plans or other provisions of the Zoning Regulations;

2. The proposed modification must be considered in the context of the surrounding community; (consistency with the scale and character of existing development);

3. The proposed modification must not substantially reduce the amount of privacy currently enjoyed by nearby property owners;

4. The proposed modification must not adversely impact traffic or traffic circulation, drainage, water conservation measures, sewage treatment systems and other such systems; and

5. The modification must not create a situation where the proposed use of the property will create a hazard or nuisance.

II. PROPOSED TEXT AMENDMENTS

The proposed text amendments to Section 1715 of the Zoning Regulations are in boldface (please note attached staff memo):

1715 Lot Development Administrative Modifications

1715.01 Purpose

A. To allow flexibility in how some site development standards are applied to individual lots, but not to larger developments such as subdivisions.

B. To provide flexibility in site development and building code standards that may be appropriate to facilitate improvements in Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER) areas.

C. To minimize procedural delays and ensure due process in the review of unique and exceptional development situations.

D. To provide administrative relief from zoning requirements that do not affect adjacent properties and the nearby area.

E. To encourage originality, flexibility and innovation in site planning and architectural design.

F. To address any site-specific characteristics or constraints that may warrant the modification(s)

1715.02 Eligible Lot Development Standards

A. The following site development standards may be eligible for a reduction of up to 25 percent: minimum setbacks, maximum site coverage, maximum building/structure height and minimum required parking spaces.

B. The minimum site area may be reduced as follows:

1. For any lots that are in a zoning district with a minimum site area of one acre or smaller, the minimum site area may be reduced up to 10 percent.

2. For any lots that are in a zoning district with a minimum site area of more than one acre, the site area may be reduced up to 4 percent.

1715.03 Application

A. All applications shall be made on forms supplied by the County Zoning Inspector and shall include an accurate site plan as described in Section 1705. In addition, details and reasons need to be provided as to the proposed modification(s).

B. The County Zoning Inspector shall review the application for compliance and completeness. If there are deficiencies, the Inspector shall notify the applicant.

1715.04 Notice to Affected Property Owners

The County Zoning Inspector shall mail a notice to the surrounding property owners within 300 feet of the subject parcel. The notice shall contain a copy of the application and shall state that all comments concerning the proposed request must be forwarded to the Community Development Department in writing within 15 days from the date the notice was mailed.

1715.05 Action on Application

A. Based on staff comments and those from the affected property owners, The County Zoning Inspector shall review the proposed development and requested modification(s) of the standard(s) and shall either approve, approve subject to conditions, or deny the application within 7 working days from the end of the 15 day comment period.

B. The Zoning Inspector shall use the following criteria to evaluate the proposal:

1. The proposed modification will not violate any provisions of the Cochise County Comprehensive Plan, area plans, duly adopted master plans or other provisions of these Regulations.

2. The proposed modification(s) will be considered in light of the surrounding community, including scale and character with existing neighboring land uses, and shall not negatively impact adjacent property owners.

3. The proposed modification(s) will not substantially reduce the amount of privacy currently enjoyed by nearby property owners if the development were located as specified by these Regulations.

4. The proposed modification(s) will not adversely impact traffic or traffic circulation, drainage, water conservation measures, sewage treatment systems and other such systems. (iii) Public Services. The modification of setbacks shall not negatively impact public services, including emergency access, access to rights-of-way, dedicated tracts, or easements.

5. The modification(s) does not create a situation where the proposed use of the property will create a hazard or nuisance.

C. The Zoning Inspector shall, via certified mail, provide the applicant with a notice of disposition and written statement of the decision and reasons therefore, and any conditions of approval. Notice shall also be sent to the surrounding property owners within 300 feet of the site and shall include information on how to appeal the decision made by the Zoning Inspector and the appeal deadline (see Article 21 and Section 2103).

1715.06 Appeals

The decision of the County Zoning Inspector may be appealed to the Board of Adjustment in accordance with the provisions of Article 21.

1715.07 Fees

Applications for a Lot Development Administrative Modification shall be accompanied by the fee specified in the Planning and Zoning Fee Schedule.

III. Planning and Zoning Commission Vote

On December 14, 2011, the Planning and Zoning Commission voted unanimously to forward a recommendation of approval of the proposed Zoning Regulation amendments to Article 17 to the Board of Supervisors.

Department's Next Steps (if approved):

If the Board of Supervisors approves Docket R-11-06, Community Development Department staff will amend the County's Zoning Regulations pertaining to Lot Development Administrative Modifications.

Impact of NOT Approving/Alternatives:

If the Board of Supervisors denies the amendments, the County's current standards for Lot Development Administrative Modification would remain the same.

To BOS Staff: Document Disposition/Follow-Up:

If approved, the Zoning Ordinance is to be signed by the Chairman of the Board and the Clerk of the Board. Please send a signed copy of the Zoning Ordinance to Michael Turisk.

Attachments

R-11-06 Zoning Ordinance

R-11-06 Legal Notice

R-11-06 Memo

Zoning Reg Revisions (R-11-06;07;09)

Zoning Reg Revisions (R-11-06;07;09)

ZONING ORDINANCE 12-__

AMENDING THE COCHISE COUNTY ZONING REGULATIONS GOVERNING THE REVIEW OF ADMINISTRATIVE LOT DEVELOPMENT MODIFICATION APPLICATIONS

WHEREAS, Section 802 of Title 11 of the Arizona Revised Statutes gives the County Board of Supervisors the authority to adopt Zoning Regulations to address land use; and

WHEREAS, Cochise County has adopted Zoning Regulations as permitted by law; and

WHEREAS, Zoning Regulations were originally adopted in Cochise County by the County Board of Supervisors in 1975 with major revisions adopted in 1984, 1999 and 2008; and

WHEREAS, the Zoning Regulations contain a subsection entitled Lot Development Administrative Modifications, the purpose of which is to permit flexibility in how some site development standards are applied to individual lots, to reduce procedural delays, to ensure due process in the review of unique and unusual development situations, and to encourage originality, flexibility and innovation in site planning and design; and

WHEREAS, the Planning Department is proposing to amend the Lot Development Administrative Modifications to allow greater flexibility in applying certain site development standards to individual lots, which amendments are set forth on Exhibit A hereto; and

WHEREAS, the proposed amendments have been duly noticed and advertised; and

WHEREAS, after a duly noticed public hearing on December 14, 2011, the Planning and Zoning Commission unanimously recommended approval of the proposed amendments; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing of these proposed amendments to the zoning regulations,

NOW, THEREFORE, BE IT RESOLVED that Sections 1715.01, 1715.02, 1715.03, 1715.04 and 1715.05 of the Cochise County Zoning Regulations shall be amended as set forth on Exhibit "A" attached hereto.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 14th day of February, 2012.

/ / /

_____
Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson
Chief Civil Deputy County Attorney

EXHIBIT "A"

1715 Lot Development Administrative Modifications

1715.01 Purpose

A. To allow flexibility in how some site development standards are applied to individual lots, but not to larger developments such as subdivisions.

B. To provide flexibility in site development and building code standards that may be appropriate to facilitate improvements in Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER) areas.

C. To minimize procedural delays and ensure due process in the review of unique and exceptional development situations.

D. To provide administrative relief from zoning requirements that do not affect adjacent properties and the nearby area.

E. To encourage originality, flexibility and innovation in site planning and architectural design.

F. To address any site-specific characteristics or constraints that may warrant the modification(s)

1715.02 Eligible Lot Development Standards

A. The following site development standards may be eligible for a reduction of up to ~~20~~ **25** percent: minimum setbacks, maximum site coverage, maximum building/structure height and minimum required parking spaces.

B. The minimum site area may be reduced as follows:

1. For any lots that are in a zoning district with a minimum site area of one acre or smaller, the minimum site area may be reduced up to ~~5~~ **10** percent.

2. For any lots that are in a zoning district with a minimum site area of more than one acre, the site area may be reduced up to ~~2~~ **4** percent.

1715.03 Application

A. All applications shall be made on forms supplied by the County **Zoning** Inspector and shall include an accurate site plan as described in Section 1705. In addition, details and reasons need to be provided as to the proposed modification(s).

B. The County Zoning Inspector shall review the application for compliance and completeness. If there are deficiencies, the Inspector shall notify the applicant.

1715.04 Notice to Affected Property Owners

The County Zoning Inspector shall mail a notice to the surrounding property owners within 300 feet of the subject parcel. The notice shall contain a copy of the application and shall state that all comments concerning the proposed request must be forwarded to the ~~Planning~~ **Community Development** Department in writing within 15 days from the date the notice was mailed.

1715.05 Action on Application

A. Based on staff comments and those from the affected property owners, The County Zoning Inspector shall review the proposed development and requested modification(s) of the standard(s) and shall either approve, approve subject to conditions, or deny the application within 7 working days from the end of the 15 day comment period.

B. The Zoning Inspector shall use the following criteria to evaluate the proposal:

1. The proposed modification will not violate any provisions of the Cochise County Comprehensive Plan, area plans, duly adopted master plans or other provisions of these Regulations.

2. The proposed modification(s) will be considered in light of the surrounding community, including scale and character with existing neighboring land uses, and shall not negatively impact adjacent property owners.

3. The proposed modification**(s)** will not substantially reduce the amount of privacy currently enjoyed by nearby property owners if the development were located as specified by these Regulations.

4. The proposed modification(s) will not adversely impact traffic or traffic circulation, drainage, water conservation measures, sewage treatment systems and other such systems. (iii) Public Services. The modification of setbacks shall not negatively impact public services, including emergency access, access to rights-of-way, dedicated tracts, or easements.

5. The modification**(s)** does not create a situation where the proposed use of the property will create a hazard or nuisance.

C. The Zoning Inspector shall, via certified mail, provide the applicant with a notice of disposition and written statement of the decision and reasons therefore, and any conditions of approval. Notice shall also be sent to the surrounding property owners within 300 feet of the site and shall include information on how to appeal the decision

made by the Zoning Inspector and the appeal deadline (see Article 21 and Section 2103).

1715.06 Appeals

The decision of the County Zoning Inspector may be appealed to the Board of Adjustment in accordance with the provisions of Article 21.

1715.07 Fees

Applications for a Lot Development Administrative Modification shall be accompanied by the fee specified in the Planning and Zoning Fee Schedule.

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

The Cochise County Board of Supervisors hereby gives notice that a Public Hearing will be held at or after 10:00 a.m. on Tuesday, February 14, 2012 at 1415 Melody Lane, Building G, Bisbee, Arizona, to consider the following:

Docket R-11-06: Consideration of amendments to Article 17 of the Cochise County Zoning Regulations concerning Lot Development Administrative Modifications. The Commission will consider and forward to the Board of Supervisors recommendations to modify the current lot modification standards in order to provide additional regulatory relief to property owners. Per Article 17, the purpose of administrative lot modifications is to allow flexibility in how some of the site development standards, such as minimum setbacks, are applied to individual lots (but not to larger developments such as subdivisions); to minimize procedural delays and ensure due process in the review of unique and exceptional development situations; to provide administrative relief from zoning requirements that do not affect adjacent properties and the nearby area; and to encourage originality, flexibility and innovation in site planning and architectural design.

Details of the above docket are on file in the office of the Cochise County Planning Department, 1415 Melody Lane, Bisbee, Arizona, Building E, and may be examined during office hours (Monday through Friday, 8 a.m. to 5 p.m.). Questions or comments may be directed to Interim Planning Director at 520-432-9240, or at mturisk@cochise.az.gov. All persons interested in said matter may appear at said public hearing at said time and place and show cause, if any they have, why said amendments should or should not be approved.

The Planning and Zoning Commission, at the December 14, 2011 meeting, unanimously recommended approval to the Board of Supervisors.

Dated this 19th Day of January, 2012
Jim Lynch, Chairman, Cochise County Planning and Zoning Commission

Publish: Bisbee Observer
Publish: No later than January 26, 2012

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

Carlos De La Torre, P.E., Director

MEMORANDUM

TO: Board of Supervisors
Through: Michael Ortega, County Administrator

FROM: Michael Turisk, Interim Planning Director
For: Carlos De La Torre, P. E., Community Development Director

SUBJECT: Docket R-11-06 -- Proposed amendments to Article 17 of the Cochise County Zoning Regulations pertaining to Lot Development Administrative Modifications.

DATE: February 1, 2012 for the February 14, 2012 Board of Supervisors meeting.

Proposed Zoning Regulation Amendments: Lot Development Administrative Modifications

The Board of Supervisors will consider amendments to Article 17 of the Cochise County Zoning Regulations concerning our Lot Development Administrative Modification process. The proposed amendments are intended to provide more flexibility in our requirements, but without compromising safety or quality of life for neighboring residents.

I. BACKGROUND

The purpose of Administrative Lot Modifications is to permit flexibility in how some of our site development standards, such as minimum setbacks, are applied to individual lots. The process is intended to reduce procedural delays by, for example, eliminating the need for a formal Variance process under certain circumstances, as well as to ensure due process in the review of unique and unusual development situations, such as those resulting from terrain constraints. In addition, the process is intended to encourage originality, flexibility and innovation in site planning and design, including those designs which maximize solar energy access. Although the Administrative Lot Modification process benefits the Applicant by reducing time and costs, the process is cognizant of the need to protect adjacent residents and properties from negative impacts, and to maintain the overall character or integrity of the area. Currently, per our current process, the following site development standards are eligible for a reduction of up to *20 percent*:

- Minimum setbacks;
- Maximum site coverage;
- Maximum building/structure height; and
- Minimum required parking spaces.

Furthermore, the minimum area of a particular site may be reduced as follows:

- Any lots that are in a Zoning District with a minimum site area of one acre or smaller (e.g., R; Residential), the minimum site area may be reduced up to *five percent*; and

- Any lots that are in a Zoning District with a minimum site area of more than one acre (e.g., RU; Rural), the site area may be reduced up to *two percent*.

A public process is required for all applications for Lot Development Administrative Modifications. This includes mailing notice of the request to neighboring property owners within 300 feet of the subject parcel. Staff decisions are based on comments from property owners, as well as the potential for negative impacts on surrounding properties.

The following criteria are currently used to evaluate Administrative Lot Modification applications:

1. The proposed modification must not violate any provisions of the County's Comprehensive Plan, area plans, adopted master plans or other provisions of the Zoning Regulations;

2. The proposed modification must be considered in the context of the surrounding community; (consistency with the scale and character of existing development);

3. The proposed modification must not substantially reduce the amount of privacy currently enjoyed by nearby property owners;

4. The proposed modification must not adversely impact traffic or traffic circulation, drainage, water conservation measures, sewage treatment systems and other such systems; and

5. The modification must not create a situation where the proposed use of the property will create a hazard or nuisance.

II. PROPOSED TEXT AMENDMENTS

The proposed text amendments to Section 1715 of the Zoning Regulations are in **boldface:**

1715 Lot Development Administrative Modifications

1715.01 Purpose

A. To allow flexibility in how some site development standards are applied to individual lots, but not to larger developments such as subdivisions.

B. To provide flexibility in site development and building code standards that may be appropriate to facilitate improvements in Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER) areas.

C. To minimize procedural delays and ensure due process in the review of unique and exceptional development situations.

D. To provide administrative relief from zoning requirements that do not affect adjacent properties and the nearby area.

E. To encourage originality, flexibility and innovation in site planning and architectural design.

F. To address any site-specific characteristics or constraints that may warrant the modification(s)

1715.02 Eligible Lot Development Standards

A. The following site development standards may be eligible for a reduction of up to ~~20~~ **25** percent: minimum setbacks, maximum site coverage, maximum building/structure height and minimum required parking spaces.

B. The minimum site area may be reduced as follows:

1. For any lots that are in a zoning district with a minimum site area of one acre or smaller, the minimum site area may be reduced up to ~~5~~ **10** percent.

2. For any lots that are in a zoning district with a minimum site area of more than one acre, the site area may be reduced up to ~~2~~ **4** percent.

1715.03 Application

A. All applications shall be made on forms supplied by the County **Zoning** Inspector and shall include an accurate site plan as described in Section 1705. In addition, details and reasons need to be provided as to the proposed modification(s).

B. The County Zoning Inspector shall review the application for compliance and completeness. If there are deficiencies, the Inspector shall notify the applicant.

1715.04 Notice to Affected Property Owners

The County Zoning Inspector shall mail a notice to the surrounding property owners within 300 feet of the subject parcel. The notice shall contain a copy of the application and shall state that all comments concerning the proposed request must be forwarded to the ~~Planning~~ **Community Development** Department in writing within 15 days from the date the notice was mailed.

1715.05 Action on Application

A. Based on staff comments and those from the affected property owners, The County Zoning Inspector shall review the proposed development and requested modification(s) of the standard(s) and shall either approve, approve subject to conditions, or deny the application within 7 working days from the end of the 15 day comment period.

B. The Zoning Inspector shall use the following criteria to evaluate the proposal:

1. The proposed modification will not violate any provisions of the Cochise County Comprehensive Plan, area plans, duly adopted master plans or other provisions of these Regulations.

2. The proposed modification**(s)** will be considered in light of the surrounding community, including scale and character with existing neighboring land uses, and shall not negatively impact adjacent property owners.

3. The proposed modification**(s)** will not substantially reduce the amount of privacy currently enjoyed by nearby property owners if the development were located as specified by these Regulations.

4. The proposed modification**(s)** will not adversely impact traffic or traffic circulation, drainage, water conservation measures, sewage treatment systems and other such systems. (iii) Public Services. The modification of setbacks shall not negatively impact public services, including emergency access, access to rights-of-way, dedicated tracts, or easements.

5. The modification**(s)** does not create a situation where the proposed use of the property will create a hazard or nuisance.

C. The Zoning Inspector shall, via certified mail, provide the applicant with a notice of disposition and written statement of the decision and reasons therefore, and any conditions of approval. Notice shall also be sent to the surrounding property owners within 300 feet of the site and shall include information on how to appeal the decision made by the Zoning Inspector and the appeal deadline (see Article 21 and Section 2103).

1715.06 Appeals

The decision of the County Zoning Inspector may be appealed to the Board of Adjustment in accordance with the provisions of Article 21.

1715.07 Fees

Applications for a Lot Development Administrative Modification shall be accompanied by the fee specified in the Planning and Zoning Fee Schedule.

III. Planning and Zoning Commission Vote

On December 14, 2011, the Planning and Zoning Commission voted unanimously to forward a recommendation of approval of the proposed Zoning Regulation amendments to the Board of Supervisors.

IV. Recommendation

The proposed amendments to Article 17 would allow for more flexibility by allowing up to a *25 percent* reduction of certain site development standards (increased from 20 percent).

Furthermore, the minimum site area for any lots that are in a Zoning District with a minimum site area of one acre or smaller may be reduced by up to *10 percent* (increased from five percent), and on any lots located in a Zoning District with a minimum site area of more than one acre, the site area may be reduced up to *four percent* (increased from two percent).

Staff recommends that the Board of Supervisors approve Docket R-11-06 as proposed.

Board of Supervisors

February 14, 2012

Dockets R-11-06;07;09

Zoning Regulation Amendments

Proposed Amendments to the Cochise County Zoning Regulations regarding Lot Development Administrative Modifications, Neighborhood Rehabilitation and Enterprise Redevelopment Areas, and Legal Nonconformances

Purpose of Proposed Amendments

- ✓ Permit additional flexibility in how some of our site development standards are applied
- ✓ Reduce procedural delays
- ✓ More consideration of unique and unusual development situations, and encourage originality, flexibility and innovation in site planning and design
- ✓ Benefits Applicants by reducing time and money to obtain permits
- ✓ Important to remain cognizant of potential community impacts

Background R-11-06

(Lot Development Administrative Modifications)

The purpose of Administrative Lot Modifications is to permit flexibility in how some of our site development standards are applied

Currently, the following site development standards may be eligible for a reduction of up to *20 percent*:

- ***Minimum setbacks***
- ***Maximum site coverage***
- ***Maximum building/structure height***
- ***Minimum required parking spaces***

[For example, the minimum setback for permitted uses in RU-4 is 20-ft.; the process currently allows up to a 4-ft. administrative setback modification]

Background R-11-06

(Lot Development Administrative Modifications)

Furthermore, the process allows the minimum area of a particular site to be reduced as follows:

- **Any lots that are in a Zoning District with a minimum site area of one acre or smaller (e.g., *Residential*), the minimum site area may be reduced up to 5 percent**
- **Any lots that are in a Zoning District with a minimum site area of more than one acre (e.g., *Rural*), the site area may be reduced up to 2 percent**

Proposed Amendments

The proposed substantive text amendments to Section 1715 are in boldface:

1715.01 Purpose

A. To allow flexibility in how some site development standards are applied to individual lots, but not to larger developments such as subdivisions

B. To provide flexibility in site development and building code standards that may be appropriate to facilitate improvements in Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER) areas

Proposed Amendments

1715.02 Eligible Lot Development Standards

A. The following site development standards may be eligible for a reduction of up to ~~20~~ 25 percent: minimum setbacks, maximum site coverage, maximum building/structure height and minimum required parking spaces

B. The minimum site area may be reduced as follows:

- **1. For any lots that are in a zoning district with a minimum site area of one acre or smaller, the minimum site area may be reduced up to ~~5~~ 10 percent.**

2. For any lots that are in a zoning district with a minimum site area of more than one acre, the site area may be reduced up to ~~2~~ 4 percent.

For example…

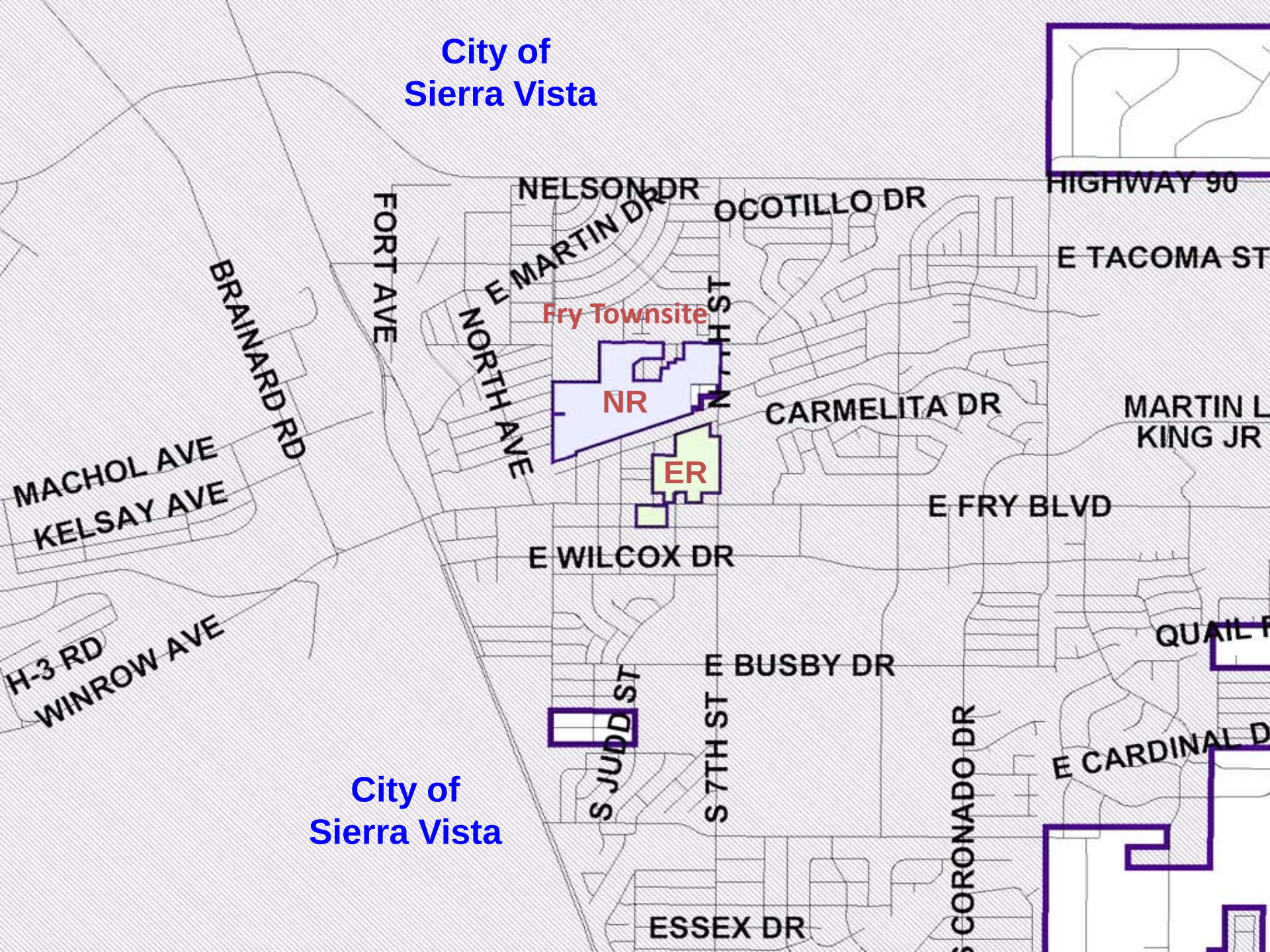
- **Up to a 5-ft. administrative modification for those zoning districts that require 20-ft. minimum setbacks (*minimum of 15-ft. would be allowed or 25% reduction*)**
- **Would allow a R-36 property (minimum lot size 36,000 sq.-ft.) to *be reduced in site area up to 3,600 sq.-ft. (10% reduction*)**
- **Would allow a RU-4 property (minimum lot size 4 acres) to be reduced in site area up to .16-acre (*minimum of 3.84 acres would be allowed or 4% reduction*)**

Questions?

Background R-11-07

(Neighborhood Rehabilitation & Enterprise Redevelopment)

- Areas designated as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER) are comprised of a high number of deteriorating and incompatible uses
- These areas generally have insufficient infrastructure
- Residents have expressed interest in making improvements to the area.
- In order to facilitate improvements, some flexibility in site development and building code standards exists.
- Currently, however, specifics are lacking; the proposed amendments would codify the specific site development standards eligible for administrative modification, and the extent to which they may be modified


City of
Sierra Vista
NELSON DR
OCOTILLO DR
HIGHWAY 90
E TACOMA ST
FORT AVE
BRAINARD RD
E MARTIN DR
NORTH AVE
N 7TH ST
Fry Townsite
NR
ER
CARMELITA DR
MARTIN L
KING JR
MACHOL AVE
KELSAY AVE
E FRY BLVD
E WILCOX DR
H-3 RD
WINROW AVE
E BUSBY DR
S JUDD ST
S 7TH ST
S CORONADO DR
E CARDINAL D
City of
Sierra Vista
ESSEX DR

Proposed Amendments

Staff is proposing to apply the proposed requirements set forth for R-11-06 (Lot Development Administrative Modifications) to the NR and ER Areas

Proposed Amendments

The proposed text amendments to Article 4 are in boldface:

404.04 Designating Areas as Neighborhood Rehabilitation (NR)

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements (see Article 17 – Lot Development Administrative Modifications)

Proposed Amendments

404.05 Designating Areas as Enterprise Redevelopment (ER)

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements (see Article 17 – Lot Development Administrative Modifications)

Questions?

Background R-11-09

(Legal Nonconformances)

Per Section 2003 of the Zoning Regulations, a legal nonconformance is:

Any use of land, lot or parcel, building or structure which lawfully existing either prior to January 1, 1975, or which was rendered nonconforming with respect to site development standards as a result of amendments to the Zoning Regulations

Legal nonconformances are otherwise commonly known as "*grandfathered*" uses

Proposed Amendment

2003.02 Continuing Existing Uses

A. Any use of land, lot or parcel, building or structure, lawfully existing either prior to January 1, 1975, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations. It is often difficult for owners and the County to find and produce evidence of use prior to January 1, 1975. Accordingly, for purposes of determining use under this subsection, the use prior to January 1, 1975 may be inferred from the best available historical evidence, [but in all events any such evidence must demonstrate or suggest the use at least ten (10) years prior to the date of the determination of nonconforming use]

Background R-11-09
(Legal Nonconformances)

Currently, per Section 2003:

In the event a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of *12 consecutive months*, any future use is required to comply with all requirements of the Zoning Regulations

Proposed Amendment

2003.03 Discontinuance of Nonconforming Uses

A. In the event that a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of ~~12~~ 36 consecutive months as a result of conduct within the control of or attributable to the property owner, any future use thereof shall be in conformity with these Regulations

Questions?

Recommendation

Staff recommends that the Board of Supervisors approve R-11-06, R-11-07 and R-11-09 as proposed

Board of Supervisors

February 14, 2012

Dockets R-11-06;07;09

Zoning Regulation Amendments

Proposed Amendments to the Cochise County Zoning Regulations regarding Lot Development Administrative Modifications, Neighborhood Rehabilitation and Enterprise Redevelopment Areas, and Legal Nonconformances

Purpose of Proposed Amendments

- ✓ Permit additional flexibility in how some of our site development standards are applied
- ✓ Reduce procedural delays
- ✓ More consideration of unique and unusual development situations, and encourage originality, flexibility and innovation in site planning and design
- ✓ Benefits Applicants by reducing time and money to obtain permits
- ✓ Important to remain cognizant of potential community impacts

Background R-11-06

(Lot Development Administrative Modifications)

The purpose of Administrative Lot Modifications is to permit flexibility in how some of our site development standards are applied

Currently, the following site development standards may be eligible for a reduction of up to *20 percent*:

- ***Minimum setbacks***
- ***Maximum site coverage***
- ***Maximum building/structure height***
- ***Minimum required parking spaces***

[For example, the minimum setback for permitted uses in RU-4 is 20-ft.; the process currently allows up to a 4-ft. administrative setback modification]

Background R-11-06

(Lot Development Administrative Modifications)

Furthermore, the process allows the minimum area of a particular site to be reduced as follows:

- **Any lots that are in a Zoning District with a minimum site area of one acre or smaller (e.g., *Residential*), the minimum site area may be reduced up to 5 percent**
- **Any lots that are in a Zoning District with a minimum site area of more than one acre (e.g., *Rural*), the site area may be reduced up to 2 percent**

Proposed Amendments

The proposed substantive text amendments to Section 1715 are in boldface:

1715.01 Purpose

A. To allow flexibility in how some site development standards are applied to individual lots, but not to larger developments such as subdivisions

B. To provide flexibility in site development and building code standards that may be appropriate to facilitate improvements in Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER) areas

Proposed Amendments

1715.02 Eligible Lot Development Standards

A. The following site development standards may be eligible for a reduction of up to ~~20~~ 25 percent: minimum setbacks, maximum site coverage, maximum building/structure height and minimum required parking spaces

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For example…

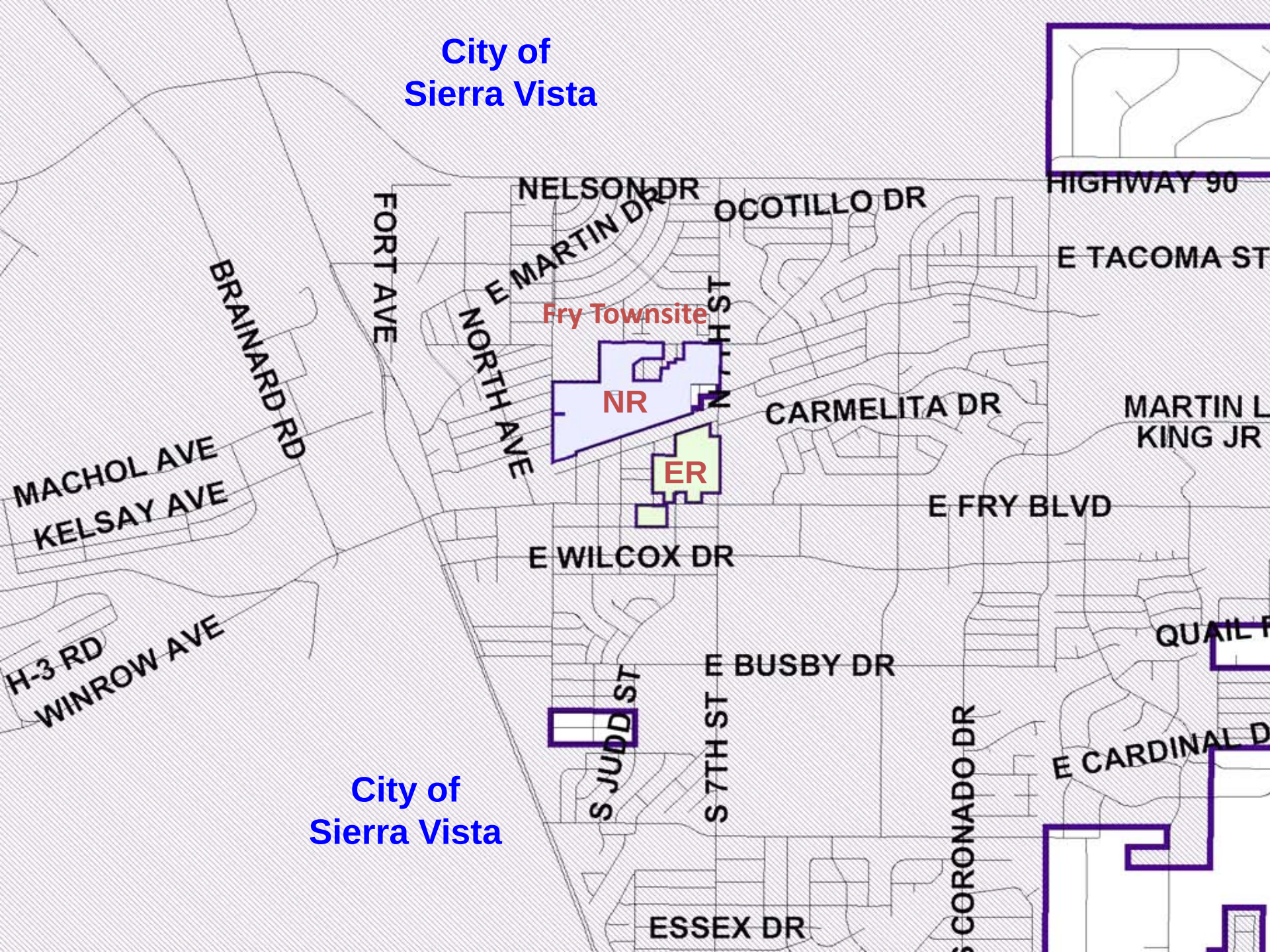
- **Up to a 5-ft. administrative modification for those zoning districts that require 20-ft. minimum setbacks (*minimum of 15-ft. would be allowed or 25% reduction*)**
- **Would allow a R-36 property (minimum lot size 36,000 sq.-ft.) to *be reduced in site area up to 3,600 sq.-ft. (10% reduction*)**
- **Would allow a RU-4 property (minimum lot size 4 acres) to be reduced in site area up to .16-acre (*minimum of 3.84 acres would be allowed or 4% reduction*)**

Questions?

Background R-11-07

(Neighborhood Rehabilitation & Enterprise Redevelopment)

- Areas designated as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER) are comprised of a high number of deteriorating and incompatible uses
- These areas generally have insufficient infrastructure
- Residents have expressed interest in making improvements to the area.
- In order to facilitate improvements, some flexibility in site development and building code standards exists.
- Currently, however, specifics are lacking; the proposed amendments would codify the specific site development standards eligible for administrative modification, and the extent to which they may be modified


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N 7TH ST
Fry Townsite
NR
ER
CARMELITA DR
MARTIN L
KING JR
MACHOL AVE
KELSAY AVE
E FRY BLVD
E WILCOX DR
H-3 RD
WINROW AVE
E BUSBY DR
S JUDD ST
S 7TH ST
S CORONADO DR
E CARDINAL D
City of
Sierra Vista
ESSEX DR

Proposed Amendments

Staff is proposing to apply the proposed requirements set forth for R-11-06 (Lot Development Administrative Modifications) to the NR and ER Areas

Proposed Amendments

The proposed text amendments to Article 4 are in boldface:

404.04 Designating Areas as Neighborhood Rehabilitation (NR)

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements (see Article 17 – Lot Development Administrative Modifications)

Proposed Amendments

404.05 Designating Areas as Enterprise Redevelopment (ER)

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements (see Article 17 – Lot Development Administrative Modifications)

Questions?

Background R-11-09

(Legal Nonconformances)

Per Section 2003 of the Zoning Regulations, a legal nonconformance is:

Any use of land, lot or parcel, building or structure which lawfully existing either prior to January 1, 1975, or which was rendered nonconforming with respect to site development standards as a result of amendments to the Zoning Regulations

Legal nonconformances are otherwise commonly known as "*grandfathered*" uses

Proposed Amendment

2003.02 Continuing Existing Uses

A. Any use of land, lot or parcel, building or structure, lawfully existing either prior to January 1, 1975, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations. It is often difficult for owners and the County to find and produce evidence of use prior to January 1, 1975. Accordingly, for purposes of determining use under this subsection, the use prior to January 1, 1975 may be inferred from the best available historical evidence, [but in all events any such evidence must demonstrate or suggest the use at least ten (10) years prior to the date of the determination of nonconforming use]

Background R-11-09
(Legal Nonconformances)

Currently, per Section 2003:

In the event a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of *12 consecutive months*, any future use is required to comply with all requirements of the Zoning Regulations

Proposed Amendment

2003.03 Discontinuance of Nonconforming Uses

A. In the event that a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of ~~12~~ 36 consecutive months as a result of conduct within the control of or attributable to the property owner, any future use thereof shall be in conformity with these Regulations

Questions?

Recommendation

Staff recommends that the Board of Supervisors approve R-11-06, R-11-07 and R-11-09 as proposed

Public Hearings 13.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 02/14/2012

Proposed Amendments to Article 4 of the Zoning Regulations -- Neighborhood Rehabilitation & Enterprise Redevelopment Areas

Submitted By: Mike Turisk, Community Development

Department: Community Development **Division:** Planning

Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Michael Turisk	**TITLE of PRESENTER:**	Interim Planning Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Adopt Zoning Ordinance 12-03 to approve Docket R-11-07, amending Article 4 of the Cochise County Zoning Regulations regarding areas designated by the Comprehensive Plan as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER).

Background:

Areas in the County designated by the Comprehensive Plan as NR and ER are those that, generally speaking, are comprised of a high number of deteriorating and incompatible uses, areas in need of an influx of development and improvements. NR and ER areas generally have inadequate infrastructure to provide a proper measure of health, safety and welfare, and, over time, residents in these communities have expressed interest in making improvements to these areas. Per Sections 404.04 and .05, in order to facilitate improvements, “some flexibility in site development and building code standards may be appropriate to facilitate improvements.” Our current language is vague, however; the proposed amendments would codify the specific site development standards eligible for administrative modification and the extent to which they may be modified. This would provide needed clarity for property owners and staff.

Proposed Text Amendments

For the sake of brevity, consistency, and simplicity, staff has proposed applying the requirements set forth in R-11-06 (Lot Development Administrative Modifications) to the NR and ER areas, including the public notification process. Again, this is an effort to clarify the specific site development standards allowed for modification, and to what degree those eligible site development standards may be modified, but at the same time remaining cognizant of the overarching need to protect overall community character.

The proposed text amendments to Article 4 are in boldface (please note attached staff memorandum):

404.04 Designating Areas as Neighborhood Rehabilitation (NR)

A. The area to be designated is within a Category A, B or C Growth Area.

B. The area is a residential neighborhood with a high number of deteriorating dwellings.

C. The infrastructure of the area is unable to provide for adequate public health, safety, welfare and general convenience.

D. There is community interest in improving the area.

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements (see Article 17 – Lot Development Administrative Modifications).

404.05 Designating Areas as Enterprise Redevelopment (ER)

A. The area to be designated is within Category A, B, or C Growth Area.

B. The area is:

1. Comprised of a high number of deteriorating enterprise uses; and/or

2. Has a large number of incompatible neighborhood and enterprise uses that are deteriorating.

C. The infrastructure of the area is unable to provide for adequate public health, safety, welfare and general convenience.

D. There is some existing community interest in improving the area.

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements (see Article 17 – Lot Development Administrative Modifications).

Planning and Zoning Commission

On December 14, 2011, the Planning and Zoning Commission voted unanimously to forward a recommendation of approval of the proposed Zoning Regulation amendments to the Board of Supervisors.

Department's Next Steps (if approved):

If the Board of Supervisors approves Docket R-11-07, Community Development Department staff will amend the County's Zoning Regulations pertaining to areas designated by the Comprehensive Plan as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER).

Impact of NOT Approving/Alternatives:

If the Board of Supervisors denies the amendments, the County's current language in the Zoning Regulations for Neighborhood Rehabilitation and Enterprise Redevelopment area would remain the same.

To BOS Staff: Document Disposition/Follow-Up:

If approved, the Zoning Ordinance is to be signed by the Chairman of the Board and the Clerk of the Board. Please send a signed copy of the Zoning Ordinance to Michael Turisk.

Attachments

R-11-07 Memo

R-11-07 Legal Notice
R-11-07 Zoning Ordinance

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

Carlos De La Torre, P.E., Director

MEMORANDUM

TO: Board of Supervisors
Through: Michael Ortega, County Administrator

FROM: Michael Turisk, Interim Planning Director
For: Carlos De La Torre, P. E., Community Development Director

SUBJECT: Docket R-11-07 -- Proposed Amendments to Article 4 of the Cochise County Zoning Regulations pertaining to areas designated by the Comprehensive Plan as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER).

DATE: February 1, 2012 for the February 14, 2012 Board of Supervisors meeting.

The Board of Supervisors will consider amendments to Article 4 (Plan Area Designations and Master Development Plans) of the Cochise County Zoning Regulations regarding areas in unincorporated Cochise County designated by the Comprehensive Plan as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER). The Board will consider amendments that are intended to clarify the scope of administrative regulatory relief available to property owners located in NR and ER areas.

I. BACKGROUND

Areas in the County designated by the Comprehensive Plan as NR and ER are those that, generally speaking, are comprised of a high number of deteriorating and incompatible uses, areas in need of an influx of development and improvements. NR and ER areas generally have inadequate infrastructure to provide a proper measure of health, safety and welfare, and, over time, residents in these communities have expressed interest in making improvements to these areas. Per Sections 404.04 and .05, in order to facilitate improvements, "some flexibility in site development and building code standards may be appropriate to facilitate improvements." However, this language is vague; the proposed amendments would codify the specific site development standards eligible for administrative modification and the extent to which they may be modified. This would provide needed clarity for property owners and staff.

II. Proposed Text Amendments

For the sake of brevity, consistency, and simplicity, staff has proposed applying the requirements set forth in R-11-06 (Lot Development Administrative Modifications) to the NR and ER areas,

including the public notification process. Again, this is an effort to clarify the specific site development standards allowed for modification, and to what degree those eligible site development standards may be modified, but at the same time remaining cognizant of the overarching need to protect overall community character.

The proposed text amendments to Article 4 are in **boldface:**

404.04 Designating Areas as Neighborhood Rehabilitation (NR)

A. The area to be designated is within a Category A, B or C Growth Area.

B. The area is a residential neighborhood with a high number of deteriorating dwellings.

C. The infrastructure of the area is unable to provide for adequate public health, safety, welfare and general convenience.

D. There is community interest in improving the area.

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements **(see Article 17 – Lot Development Administrative Modifications).**

404.05 Designating Areas as Enterprise Redevelopment (ER)

A. The area to be designated is within Category A, B, or C Growth Area.

B. The area is:

1. Comprised of a high number of deteriorating enterprise uses; and/or

2. Has a large number of incompatible neighborhood and enterprise uses that are deteriorating.

C. The infrastructure of the area is unable to provide for adequate public health, safety, welfare and general convenience.

D. There is some existing community interest in improving the area.

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements **(see Article 17 – Lot Development Administrative Modifications).**

III. Planning and Zoning Commission

On December 14, 2011, the Planning and Zoning Commission voted unanimously to forward a recommendation of approval of the proposed Zoning Regulation amendments to the Board of Supervisors.

IV. Recommendation

Staff recommends that the Board of Supervisors approve Docket R-11-07 as proposed.

V. Attachments

Correspondence from the Sierra Vista Community Development Department.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

Carlos De La Torre, P.E., Director

MEMORANDUM

TO: Board of Supervisors
Through: Michael Ortega, County Adminstrator

FROM: Michael Turisk, Interim Planning Director
For: Carlos De La Torre, P.E., Community Development Director

SUBJECT: Docket R-11-09 - Proposed Amendments to Section 2003 of the Cochise County Zoning Regulations (Legal Nonconformances)

DATE: February 1, 2012 for the February 14, 2012 Meeting

PROPOSED ZONING REGULATION AMENDMENTS: LEGAL NONCONFORMANCES

The Board of Supervisors will consider two proposed amendments to Section 2003 of the Cochise County Zoning Regulations regarding our requirements which help to determine, identify or verify legal non-conforming uses.

I. BACKGROUND

Per Section 2003 of the Zoning Regulations, a legal, nonconformance is any use of land, lot or parcel, building or structure which lawfully existing either prior to January 1, 1975 (the date in which the Zoning Regulations took effect), or which was rendered nonconforming with respect to site development standards (e.g., minimum setbacks) as a result of amendments to the Zoning Regulations since that time. Legal nonconformances are otherwise commonly known as "*grandfathered*" uses.

Furthermore, per Section 2003:

> *In the event a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of* ***12 consecutive months****, any future use is required to comply with all requirements of the Zoning Regulations.*

Staff has proposed increasing the maximum discontinuance period from 12 months as noted above, to *36 months*, or such time as the Board may determine. Doing so would allow a larger window of opportunity for legal nonconforming activities which have ceased to resume as before so long as the discontinuance period is not more than 36 months. A change of use, however, would continue to be required to meet current minimum site development standards.

This larger window would conceivably allow more legal nonconforming uses to continue without having to comply with an array of sometimes difficult regulations.

In addition, Section 2003.02 of the Zoning Regulations states:

> *Any use of land, lot or parcel, building or structure, lawfully existing either prior to* ***January 1, 1975****, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations.*

Currently, in order to demonstrate or prove the legitimacy of a legal non-conformance, the Zoning Regulations require evidence that the land, lot or parcel, building or structure existed prior to January 1, 1975, over 37 years ago. Since it is typically very difficult for property owners and staff to locate and produce viable evidence of use prior to that date, staff has proposed amending this requirement to allow the use based on the best available historical evidence. However, in all cases, such evidence must suggest the use existed at least 10 years prior to the date of the determination of nonconformance (or such time as the Board may determine).

II. Proposed Text Amendments

The proposed text amendments to the relevant portions of Section 2003 are in **boldface:**

2003.02 Continuing Existing Uses

A. Any use of land, lot or parcel, building or structure, lawfully existing either prior to January 1, 1975, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations. **It is often difficult for owners and the County to find and produce evidence of use prior to January 1, 1975. Accordingly, for purposes of determining use under this subsection, the use prior to January 1, 1975 may be inferred from the best available historical evidence, [but in all events any such evidence must demonstrate or suggest the use at least ten (10) years prior to the date of the determination of nonconforming use].**

B. Nothing herein shall be construed to prevent the continued use or reasonable repair or alteration of a nonconforming structure or use for the purpose used at the time such use became nonconforming.

2003.03 Discontinuance of Nonconforming Uses

A. In the event that a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of ~~12~~ **36** consecutive months as a result of conduct within the control of or attributable to the property owner, any future use thereof shall be in conformity with these Regulations.

III. Staff Recommendation

Staff recommends that the Board of Supervisors approve Docket R-11-07 as proposed.

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

The Cochise County Board of Supervisors hereby gives notice that a Public Hearing will be held at or after 10:00 a.m. on Tuesday, February 14, 2012 at 1415 Melody Lane, Building G, Bisbee, Arizona, to consider the following:

Docket R-11-07: Consideration of amendments to Article 4 (Plan Area Designations and Master Development Plans) and Article 18 (Site Development Standards) of the Cochise County Zoning Regulations concerning areas in unincorporated Cochise County designated by the Comprehensive Plan as Neighborhood Rehabilitation (NR) and Enterprise Redevelopment (ER). The Commission will consider and forward to the Board of Supervisors recommendations concerning the proposed amendments, which are intended to provide regulatory relief to property owners in NR and ER areas by allowing more flexibility for minimum site development standard requirements, such as setbacks and parking. The amendments would codify the specific scope of minimum site development requirements in the Neighborhood Rehabilitation and Enterprise Redevelopment areas.

Per Article 4 of the Zoning Regulations, areas designated as Neighborhood Rehabilitation are generally considered residential areas that are currently afforded some flexibility in site development and building code standards in order to facilitate improvements. Furthermore, areas designated as Enterprise Redevelopment are typically comprised of a high number of deteriorating and incompatible neighborhood and commercial uses that are also currently afforded some flexibility in site development and building code standards.

Details of the above docket are on file in the office of the Cochise County Planning Department, 1415 Melody Lane, Bisbee, Arizona, Building E, and may be examined during office hours (Monday through Friday, 8 a.m. to 5 p.m.) Questions or comments may be directed to Interim Planning Director at 520-432-9240, or at mturisk@cochise.az.gov. All persons interested in said matter may appear at said public hearing at said time and place and show cause, if any they have, why said amendments should or should not be approved.

The Planning and Zoning Commission, at the December 14, 2011 meeting, unanimously recommended approval to the Board of Supervisors.

Dated this 19th Day of January, 2012
Jim Lynch, Chairman, Cochise County Planning and Zoning Commission

Publish: Bisbee Observer
Publish: No later than January 26, 2012

ZONING ORDINANCE 12-__

AMENDING THE COCHISE COUNTY ZONING REGULATIONS.GOVERNING COMPLIANCE WITH MINIMUM SITE DEVELOPMENT STANDARDS IN THE AREAS OF THE COUNTY DESIGNATED BY THE COMPREHENSIVE PLAN AS NEIGHBORHOOD REHABILITATION AND ENTERPRISE REDEVELOPMENT

WHEREAS, Section 802 of Title 11 of the Arizona Revised Statutes gives the County Board of Supervisors the authority to adopt Zoning Regulations to address land use; and

WHEREAS, Cochise County has adopted Zoning Regulations as permitted by law; and

WHEREAS, Zoning Regulations were originally adopted in Cochise County by the County Board of Supervisors in 1975 with major revisions adopted in 1984, 1999 and 2008; and

WHEREAS, the Zoning Regulations contain a subsection that addresses areas designated by the Comprehensive Plan as Neighborhood Rehabilitation and Enterprise Redevelopment, which are those that are comprised of a high number of deteriorating uses and/or areas with a large number of incompatible and deteriorating residential and commercial structures and uses, and generally have insufficient infrastructure to provide an adequate measure of health, safety, welfare and general convenience; and

WHEREAS, the Planning Department is proposing to amend that subsection by providing additional and specific flexibility in minimum site development standard requirements while providing for County oversight to ensure public health, safety, and welfare, which amendments are set forth on Exhibit A hereto; and

WHEREAS, the proposed amendments have been duly noticed and advertised; and

WHEREAS, after a duly noticed public hearing on December 14, 2011, the Planning and Zoning Commission unanimously recommended approval of the proposed amendments; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing of these proposed amendments to the zoning regulations,

NOW, THEREFORE, BE IT RESOLVED that Sections 404.04 and 404.05 of the Cochise County Zoning Regulations shall be amended as set forth on Exhibit "A" attached hereto.

/ / /

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 14th day of February, 2012.

_____
Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson
Chief Civil Deputy County Attorney

EXHIBIT "A"

404.04 Designating Areas as Neighborhood Rehabilitation (NR)

A. The area to be designated is within a Category A, B or C Growth Area.

B. The area is a residential neighborhood with a high number of deteriorating dwellings.

C. The infrastructure of the area is unable to provide for adequate public health, safety, welfare and general convenience.

D. There is community interest in improving the area.

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements **(see Article 17 – Lot Development Administrative Modifications).**

404.05 Designating Areas as Enterprise Redevelopment (ER)

A. The area to be designated is within Category A, B, or C Growth Area.

B. The area is:

1. Comprised of a high number of deteriorating enterprise uses; and/or

2. Has a large number of incompatible neighborhood and enterprise uses that are deteriorating.

C. The infrastructure of the area is unable to provide for adequate public health, safety, welfare and general convenience.

D. There is some existing community interest in improving the area.

E. Some flexibility in site development and building code standards may be appropriate to facilitate improvements **(see Article 17 – Lot Development Administrative Modifications).**

Public Hearings 14.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 02/14/2012

Proposed Amendments to Section 2003 of the Zoning Regulations Pertaining to Legal Nonconformances

Submitted By: Mike Turisk, Community Development

Department: Community Development **Division:** Planning

Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Michael Turisk	**TITLE of PRESENTER:**	Interim Planning Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Adopt Zoning Ordinance 12-04 to approve Docket R-11-09, amending Section 2003 of the Cochise County Zoning Regulations pertaining to identifying or verifying Legal Nonconformances or "grandfathered" uses.

Background:

Per Section 2003 of the Zoning Regulations, a legal, nonconformance is any use of land, lot or parcel, building or structure which lawfully existing either prior to January 1, 1975 (the date in which the Zoning Regulations took effect), or which was rendered nonconforming with respect to site development standards (e.g., minimum setbacks) as a result of amendments to the Zoning Regulations since that time. Legal nonconformances are otherwise commonly known as “grandfathered” uses.

Furthermore, per Section 2003:

In the event a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of 12 consecutive months, any future use is required to comply with all requirements of the Zoning Regulations.

Staff has proposed increasing the maximum discontinuance period from 12 months as noted above, to 36 months, or such time as the Board may determine. Doing so would allow a larger window of opportunity for legal nonconforming activities which have ceased to resume as before so long as the discontinuance period is not more than 36 months. A change of use, however, would continue to be required to meet current minimum site development standards.
This larger window would conceivably allow more legal nonconforming uses to continue without having to comply with an array of sometimes difficult regulations.

In addition, Section 2003.02 of the Zoning Regulations states:

Any use of land, lot or parcel, building or structure, lawfully existing either prior to January 1, 1975, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations.

Currently, in order to demonstrate or prove the legitimacy of a legal non-conformance, the Zoning Regulations require evidence that the land, lot or parcel, building or structure existed prior to January 1, 1975, over 37 years ago. Since it is typically very difficult for property owners and staff to locate and produce viable evidence of use prior to that date, staff has proposed amending this requirement to allow the use based on the best available historical evidence. However, in all cases, such evidence must suggest the use existed at least 10 years prior to the date of the determination of nonconformance (or such time as the Board may determine).

PROPOSED TEXT AMENDMENTS

The proposed text amendments to the relevant portions of Section 2003 are in boldface (please note attached staff memo):
2003.02 Continuing Existing Uses

A. Any use of land, lot or parcel, building or structure, lawfully existing either prior to January 1, 1975, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations. It is often difficult for owners and the County to find and produce evidence of use prior to January 1, 1975. Accordingly, for purposes of determining use under this subsection, the use prior to January 1, 1975 may be inferred from the best available historical evidence, [but in all events any such evidence must demonstrate or suggest the use at least ten (10) years prior to the date of the determination of nonconforming use].

B. Nothing herein shall be construed to prevent the continued use or reasonable repair or alteration of a nonconforming structure or use for the purpose used at the time such use became nonconforming.

2003.03 Discontinuance of Nonconforming Uses
A. In the event that a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of 12 36 consecutive months as a result of conduct within the control of or attributable to the property owner, any future use thereof shall be in conformity with these Regulations.

Planning and Zoning Commission

On December 14, 2011, the Planning and Zoning Commission voted unanimously to forward a recommendation of approval of the proposed Zoning Regulation amendments to the Board of Supervisors.

Department's Next Steps (if approved):

If the Board of Supervisors approves Docket R-11-09, Community Development Department staff will amend the County's Zoning Regulations pertaining to identifying or verifying Legal Nonconformances.

Impact of NOT Approving/Alternatives:

If the Board of Supervisors denies the amendments, the County's current standards for identifying or verifying Legal Nonconformances would remain the same.

To BOS Staff: Document Disposition/Follow-Up:

If approved, the Zoning Ordinance is to be signed by the Chairman of the Board and the Clerk of the Board. Please send a signed copy of the Zoning Ordinance to Michael Turisk.

Attachments

R-11-09 Memo

R-11-09 Zoning Ordinance

R-11-09 Legal Notice

COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

Carlos De La Torre, P.E., Director

MEMORANDUM

TO: Board of Supervisors
Through: Michael Ortega, County Adminstrator

FROM: Michael Turisk, Interim Planning Director
For: Carlos De La Torre, P.E., Community Development Director

SUBJECT: Docket R-11-09 -- Proposed Amendments to Section 2003 of the Cochise County Zoning Regulations pertaining to Legal Nonconformances.

DATE: February 1, 2012 for the February 14, 2012 Meeting

PROPOSED ZONING REGULATION AMENDMENTS: LEGAL NONCONFORMANCES

The Board of Supervisors will consider two proposed amendments to Section 2003 of the Cochise County Zoning Regulations regarding our requirements which help to determine, identify or verify legal non-conforming uses.

I. BACKGROUND

Per Section 2003 of the Zoning Regulations, a legal, nonconformance is any use of land, lot or parcel, building or structure which lawfully existing either prior to January 1, 1975 (the date in which the Zoning Regulations took effect), or which was rendered nonconforming with respect to site development standards (e.g., minimum setbacks) as a result of amendments to the Zoning Regulations since that time. Legal nonconformances are otherwise commonly known as "*grandfathered*" uses.

Furthermore, per Section 2003:

> *In the event a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of **12 consecutive months**, any future use is required to comply with all requirements of the Zoning Regulations.*

Staff has proposed increasing the maximum discontinuance period from 12 months as noted above, to *36 months*, or such time as the Board may determine. Doing so would allow a larger window of opportunity for legal nonconforming activities which have ceased to resume as before so long as the discontinuance period is not more than 36 months. A change of use, however, would continue to be required to meet current minimum site development standards.

This larger window would conceivably allow more legal nonconforming uses to continue without having to comply with an array of sometimes difficult regulations.

In addition, Section 2003.02 of the Zoning Regulations states:

> *Any use of land, lot or parcel, building or structure, lawfully existing either prior to* ***January 1, 1975****, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations.*

Currently, in order to demonstrate or prove the legitimacy of a legal non-conformance, the Zoning Regulations require evidence that the land, lot or parcel, building or structure existed prior to January 1, 1975, over 37 years ago. Since it is typically very difficult for property owners and staff to locate and produce viable evidence of use prior to that date, staff has proposed amending this requirement to allow the use based on the best available historical evidence. However, in all cases, such evidence must suggest the use existed at least 10 years prior to the date of the determination of nonconformance (or such time as the Board may determine).

II. PROPOSED TEXT AMENDMENTS

The proposed text amendments to the relevant portions of Section 2003 are in **boldface:**

2003.02 Continuing Existing Uses

A. Any use of land, lot or parcel, building or structure, lawfully existing either prior to January 1, 1975, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations. **It is often difficult for owners and the County to find and produce evidence of use prior to January 1, 1975. Accordingly, for purposes of determining use under this subsection, the use prior to January 1, 1975 may be inferred from the best available historical evidence, [but in all events any such evidence must demonstrate or suggest the use at least ten (10) years prior to the date of the determination of nonconforming use].**

B. Nothing herein shall be construed to prevent the continued use or reasonable repair or alteration of a nonconforming structure or use for the purpose used at the time such use became nonconforming.

2003.03 Discontinuance of Nonconforming Uses

A. In the event that a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of ~~12~~ **36** consecutive months as a result of conduct within the control of or attributable to the property owner, any future use thereof shall be in conformity with these Regulations.

IV. Planning and Zoning Commission

On December 14, 2011, the Planning and Zoning Commission voted unanimously to forward a recommendation of approval of the proposed Zoning Regulation amendments to the Board of Supervisors.

V. Staff Recommendation

Staff recommends that the Board of Supervisors approve Docket R-11-07 as proposed.

ZONING ORDINANCE 12-__

AMENDING THE COCHISE COUNTY ZONING REGULATIONS GOVERNING MINIMUM REQUIREMENTS FOR DEMONSTRATING LEGAL NONCONFORMANCE

WHEREAS, Section 802 of Title 11 of the Arizona Revised Statutes gives the County Board of Supervisors the authority to adopt Zoning Regulations to address land use; and

WHEREAS, Cochise County has adopted Zoning Regulations as permitted by law; and

WHEREAS, Zoning Regulations were originally adopted in Cochise County by the County Board of Supervisors in 1975 with major revisions adopted in 1984, 1999 and 2008; and

WHEREAS, per Section 2003 of the Zoning Regulations, a legal, nonconformance is any use of land, lot or parcel, building or structure which lawfully existing either prior to January 1, 1975, or a use which was rendered nonconforming with respect to site development standards as a result of amendments to the Zoning Regulations; and

WHEREAS, it is often difficult for owners and the County to find and produce evidence of use prior to January 1, 1975; and

WHEREAS, the Planning Department is proposing to amend Section 2003 so that use of a parcel prior to January 1, 1975 may be inferred from the best available historical evidence, but in all events any such evidence must demonstrate or suggest the use at least ten (10) years prior to the date of the determination of nonconforming use, as set forth on Exhibit A hereto; and

WHEREAS, the proposed amendments have been duly noticed and advertised; and

WHEREAS, after a duly noticed public hearing on December 14, 2011, the Planning and Zoning Commission unanimously recommended approval of the proposed amendments; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing of these proposed amendments to the zoning regulations,

NOW, THEREFORE, BE IT RESOLVED that Sections 2003.02 and 2003.03 of the Cochise County Zoning Regulations shall be amended shall be amended as set forth on Exhibit "A" attached hereto.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 14th day of February, 2012.

_____
Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Katie A. Howard
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson
Chief Civil Deputy County Attorney

EXHIBIT "A"

2003.02 Continuing Existing Uses

A. Any use of land, lot or parcel, building or structure, lawfully existing either prior to January 1, 1975, or rendered nonconforming as a result of subsequent amendments to these regulations, may be continued even though such use does not now conform with these Regulations. **It is often difficult for owners and the County to find and produce evidence of use prior to January 1, 1975. Accordingly, for purposes of determining use under this subsection, the use prior to January 1, 1975 may be inferred from the best available historical evidence, but in all events any such evidence must demonstrate or suggest the use at least ten (10) years prior to the date of the determination of nonconforming use.**

B. Nothing herein shall be construed to prevent the continued use or reasonable repair or alteration of a nonconforming structure or use for the purpose used at the time such use became nonconforming.

2003.03 Discontinuance of Nonconforming Uses

A. In the event that a nonconforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of ~~12~~ **36** consecutive months as a result of conduct within the control of or attributable to the property owner, any future use thereof shall be in conformity with these Regulations.

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

The Cochise County Planning and Zoning Commission hereby gives notice that a Public Hearing will be held at or after 4:00 p.m. on Wednesday, January 11, 2012 at 1415 Melody Lane, Building G, Bisbee, Arizona, to consider the following:

Docket R-11-09: Proposed amendments to Article 20 of the Cochise County Zoning Regulations regarding legal non-conforming or "grandfathered" uses. The Planning and Zoning Commission will consider and forward to the Board of Supervisors recommendations to modify several of the current legal, non-conforming requirements. Per Article 20, a legal, non-conformance or "grandfathered" use is any use of land, lot or parcel, building or structure which lawfully existing either prior to January 1, 1975, or which was rendered non-conforming with respect to site development standards such as minimum setbacks, as a result of amendments to the County's Zoning Regulations.

Currently, Article 20 indicates that in the event a non-conforming use of land, building or structure is changed to a permitted use, or is discontinued for a period of 12 consecutive months, any future use is required to comply with all requirements of the Zoning Regulations. The Commission will consider an amendment to allow a maximum discontinuance period of three years, or such time as the Commission may determine.

Furthermore, currently, in order to demonstrate legal non-conformance, the Zoning Regulations require evidence that the land, lot or parcel, building or structure existed prior to January 1, 1975. The Commission will consider an amendment to allow evidence demonstrating that the legal non-conformance(s) existed at least ten years prior to the date of the determination of nonconforming use, or such time as the Commission may determine

Details of the above docket are on file in the office of the Cochise County Planning Department, 1415 Melody Lane, Bisbee, Arizona, Building E, and may be examined during office hours (Monday through Friday, 8 a.m. to 5 p.m.). Questions or comments may be directed to Interim Planning Director at 520-432-9240, or at mturisk@cochise.az.gov. All persons interested in said matter may appear at said public hearing at said time and place and show cause, if any they have, why said amendments should or should not be approved.

If the above docket has not been heard by the Planning and Zoning Commission by 8 p.m. at the January 11th meeting, the public hearing regarding this proposed amendment may be continued to a later date at the Chair's discretion.

If the Commission makes a recommendation, the docket will be heard before the Board of Supervisors on Tuesday, February 14th, 2012 at or after 10:00 a.m. at 1415 Melody Lane, Building G, in Bisbee, Arizona.

Dated this 19th Day of December, 2011
Jim Lynch, Chairman, Cochise County Planning and Zoning Commission

Publish: Bisbee Observer
Publish: No later than December 27, 2011

Action 15.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 02/14/2012

Approve an Intergovernmental Agreement between Pima County and Cochise County for Road Maintenance

Submitted By: Carlos De La Torre, Community Development

Department: Community Development

Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	Carlos A. De La Torre	**TITLE of PRESENTER:**	Community Development Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Intergovernmental Agreement between Pima County and Cochise County for Road Maintenance of San Pedro River Road (an extension of Cascabel Road) for approximately nine miles to the Pima-Pinal County line, effective upon execution by both parties and effective for five years.

Background:

Mr. David Cummings from the Pima County Department of Transportation, Division Manager for Road Maintenance Operations made contact with Staff to inquire if Cochise County would consider entering into an Intergovernmental Agreement for road maintenance (blading) along San Pedro River Road (Extension of Cascabel Rd) from the Cochise County line to Redington Rd.

Currently, Pinal County maintains portions of the San Pedro River Road from Redignton Rd. to the Pinal County line. Pima County entered into this agreement many years ago primarily because Pinal County can provide better, more frequent service on this segment than Pima County can due primarily to its location and the reduced staff levels.

Staff visited the site and feels comfortable on not only maintaining the San Pedro River Road from the Cochise County line to Redington Pass (5 miles) but all the way up to the Pinal County line (4 road miles) without impacting our blading schedule/cycles.

Staff advised Pima County that we had the capacity to maintain the entire roadway. Pima County is amenable on Cochise County taking over the maintenance of the entire roadway from the Cochise County line to the Pinal County line.

In the event that this Intergovernmental Agreement is approved, Staff will incorporate the maintenance of this road into the Cascabel road blading schedule/cycle (8 weeks).

Cochise County will charge Pima County $125.00 per every road mile that is bladed which equates to $6,750 per year, billed on a semi-annual basis. The estimated costs for performing this IGA work is estimated at $4,100.

Enclosed please find a brief summary of the mutual benefits of this Intergovernmental Agreement:

1. The connecting San Pedro River Road is more of a commuter route linking Pinal County and Cochise County requiring a higher level of service (preferable grading cycle of 8 weeks).
2. The transporting of labor and equipment from west Tucson to San Pedro River Road for the needed more frequent grading of just this segment is economically and logistically unfeasible. This results in a less than acceptable service level for this segment.
3. This agreement will save Pima County an estimated $3,800 annually, while providing a better service level for the Pinal / Cochise commuters.

Department's Next Steps (if approved):

Execute 3 Signed Copies of this IGA and transmit to Pima County for their execution.

Impact of NOT Approving/Alternatives:

Cochise County will not be in a position to assist other entities that are looking to implement innovative and strategic solutions needed as a result of dwindling HURF revenues.

To BOS Staff: Document Disposition/Follow-Up:

Execute three original signed copies and return to the Community Development Department, Attention: Carlos A. De La Torre

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Fiscal Impact

Fiscal Year:

One-time Fixed Costs? ($$$):

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The costs for executing this IGA is estimated at $4,100 and the projected revenue in conjunction with the execution of this IGA is estimated at $6,750.00

Attachments

Pima & Cochise County IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND COCHISE COUNTY
FOR
COOPERATIVE HIGHWAY MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between Pima County (Pima), a body politic and corporate of the State of Arizona and Cochise County (Cochise), a body politic and corporate of the State of Arizona.

RECITALS

1. Pima and Cochise have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.

2. For purposes of maximizing efficiency, fiscal responsibility, and general logistics, the parties intend to allocate highway maintenance responsibilities in a manner which involves working across jurisdictional boundaries.

3. Cochise agrees to maintain certain public highways, or portions of public highways, located within the unincorporated limits of Pima in exchange for Pima's agreement to compensate Cochise for services.

NOW, THEREFORE, Pima and Cochise, in consideration of the benefits and obligations herein provided, mutually agree as follows:

1. **Purpose.** The purpose of this Intergovernmental Agreement is to set forth the responsibilities of the parties for the maintenance of certain highways within the unincorporated limits of Pima.

2. **Obligations of Cochise.** Cochise shall provide highway maintenance services, specifically unpaved road grading on San Pedro River Road, hereinafter "Road", within Pima County, which is a continuation of N. Cascabel Road in Cochise County, commencing from the Pima-Cochise county line for distance of approximately nine (9) miles to the Pima-Pinal county line. The Road shall be maintained in the same manner as Cochise maintains N. Cascabel Road within Cochise's boundaries, and in all events shall be graded no less than once every eight weeks.

3. **Obligations of Pima.** Pima shall pay Cochise $6,750.00 annually, invoiced semi-annually in advance, $3,375 each successive six month period. Pima shall make such payment within thirty days of receiving the invoice.

4. **Emergency.** Cochise's obligation to grade the Pima stretch of the Road will be suspended if, due to an emergency, Cochise does not have equipment and operators available to grade the Road. Cochise shall determine what constitutes an emergency. During such times, Pima shall determine whether to wait for Cochise's equipment and operators or to use its own equipment and operators.

5. **Updates.** All modifications, additions and subtractions to this agreement shall be made by Addendum approved by the Pima County Administrator and the Cochise County Administrator. This document shall be reviewed on an annual basis.

6. **Right of Entry.** Execution of this Agreement by Pima grants Cochise the right to enter upon Pima rights-of-way for covered segments, at no cost, for the purposes of this Agreement.

7. **Permits.** The parties shall cooperate with one another in securing any necessary approval, permission or permits required to perform the services agreed to herein.

8. **Term and Termination of Intergovernmental Agreement.**

8.1. *Effective Date.* This Intergovernmental Agreement shall be effective upon the signature of the last party and shall remain in effect for a period of five years from the effective date, unless earlier terminated by either party under Section 8.2. below.

8.2. *Termination.* Pima or Cochise may terminate this Intergovernmental Agreement by giving sixty days written notice to the other of such termination.

9. **Indemnification.**

9.1. *Mutual Indemnity.* To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its officers, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, or employees, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

9.2. *Notice.* In addition to any other notice required by law, each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demands, suits or judgments against the receiving party for which the party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.

10. **Insurance.** When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

11. **Books and records.** Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

12. **Construction of Agreement.**

12.1. *Entire Agreement.* This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

12.2. *Amendment.* This agreement shall not be modified, amended, altered or changed except by written agreement signed by both parties.

12.3. *Construction and Interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof.

12.4. *Captions and Heading.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

12.5. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

13. **Legal Jurisdiction.** Nothing in this Intergovernmental Agreement shall be construed as either limiting or extending the legal jurisdiction of Pima or Cochise.

14. **No Joint Venture.** It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer- employee relationship between Pima and any Cochise employees, or between Cochise and any Pima employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care

with respect to the maintenance of streets and highways different from the standard of care imposed by law.

16. **Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

16.1. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.

16.2. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336,42 U.S.C. 12101-12213) and all applicable federal regulations under 'the Act, including 28 CFR Parts 35 and 36.

16.3. *A.R.S. § 38-511.* This Intergovernmental Agreement is subject to the provisions of A.R.S. § 38-511.

17. **Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. **Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term uncontrollable forces shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19. **Notification.** All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Notice to Pima:

Director
Department of Transportation
201 N. Stone, 3rd Floor
Tucson, Arizona 85701
(520) 740-6410

Notice to Cochise:

Director
Community Development
1415 Melody Lane, Building F
Bisbee, Arizona 85603
(520) 432-9314

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or inequity or by virtue of this Agreement.

IN WITNESS WHEREOF, Pima has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon approval of the Board and attested to by the Clerk of the Board, and Cochise has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors and attested to by its Clerk.

ATTEST:

_____
Katie Howard, Clerk of the Board

COCHISE COUNTY

_____
Richard Searle, Chair
Board of Supervisors

ATTEST:

_____
Clerk of the Board

PIMA COUNTY

_____
Chair
Board of Supervisors

APPROVAL:

The foregoing Intergovernmental Agreement between Pima County and Cochise County has been reviewed by the undersigned, and is hereby approved as to content.



Director
Pima County Department of Transportation

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Cochise County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, which have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY

By: _____
County Attorney

COCHISE COUNTY

By: _____
Britt Hanson, Chief Civil Deputy
County Attorney

Action 16.

Regular Board of Supervisors Meeting **Human Resources**

Meeting Date: 02/14/2012

HR Policies

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint **Recommendation:**

Document Signatures: **# of ORIGINALS Submitted for Signature:**

NAME of PRESENTER: Mike Ortega; Julie Morales **TITLE of PRESENTER:** County Admin; HR Director

Mandated Function?: **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-01 to approve a revised Cochise County Human Resources Policy Manual set forth in Exhibit A, rescind previously adopted Human Resources Policies listed in Exhibit B, and approve amendments to the Cochise County Merit System Rules thereby amending the policies listed in Exhibit C; all changes to be effective April 1, 2012.

Background:

To be completed Monday, 2/13/12.

Department's Next Steps (if approved):

Provide electronic copies of the HR Policy Manual and the revised Merit System Rules to each Department and post on the County Intranet for employees' reference. Conduct training with department staff, as necessary.

Impact of NOT Approving/Alternatives:

Existing policies will remain in force.

To BOS Staff: Document Disposition/Follow-Up:

Record signed Resolution, with all Exhibits attached.

Attachments

HR Policies_Resolution

Resolution 12-__

A RESOLUTION OF THE COCHISE COUNTY BOARD OF SUPERVISORS ADOPTING A REVISED COCHISE COUNTY HUMAN RESOURCES POLICY MANUAL AND AMENDMENTS TO THE COCHISE COUNTY MERIT SYSTEM RULES.

WHEREAS, Cochise County, since its creation, has adopted resolutions establishing Human Resources Personnel Policies for all Cochise County employees; and

WHEREAS, Cochise County adopted a revision of the Merit System Rules effective January 1, 2010 under the provisions of Arizona Revised Statutes 11-351 through 11-356 establishing the Cochise County Employee Merit System; and

WHEREAS, the Board of Supervisors believes that it is in the best interest of the Cochise County employees that all formally adopted and currently practiced Human Resources Personnel Policies be incorporated into the newly created Human Resources Policy Manual (Exhibit A); and

WHEREAS, the newly created Human Resources Policy Manual shall be adhered to by all employees of Cochise County; and

WHEREAS, it is the belief of the Cochise County Board of Supervisors that an updated version of all previously adopted Human Resources Personnel Policies is warranted;

NOW, THEREFORE BE IT RESOLVED, that the Cochise County Board of Supervisors hereby adopts the Cochise County Human Resources Policy Manual effective April 1, 2012 which rescinds and/or replaces all previously adopted Human Resources policies listed on Exhibit B.

FURTHER BE IT RESOLVED, that the Cochise County Board of Supervisors hereby adopts revisions to the Cochise County Merit System Rules effective April 1, 2012 which amends Merit System Rules listed on Exhibit C.

APPROVED AND ADOPTED this 14th day of February, 2012 by the Cochise County Board of Supervisors in formal session.

_____
Richard Searle
Chairperson

ATTEST:

_____
Katie Howard
Clerk of the Board

APPROVED AS TO FORM:

_____

Britt Hanson
Deputy County Attorney

Action 17.
Procurement

Regular Board of Supervisors Meeting

Meeting Date: 02/14/2012

approve Change Order Requests 24 and 28 for Concord General Contracting

Submitted By: Lynn Hu, Facilities

Department: Facilities

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	LH Hamilton	**TITLE of PRESENTER:**	Facilities Project Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve change order requests in the not to exceed amount of $32,988 to Concord General Contracting for design changes and an additional 10 days work for completion of the Douglas Government Center Construction Project as outlined in attached Change Order Requests #24 and 28.

Background:

The mezzanine level of the mercantile building in Douglas is supported by a steel beam running the full length of the building north to south. Prior to the start of construction the beam was not fully exposed. The architect and contractor made basic assumptions on how to locate the electrical, plumbing and mechanical under and around this beam. As the beam became fully exposed, it became apparent that some of the basic assumptions were not correct, especially the actual height of the beam. Consequently, the routing of all the systems became a significant challenge. Through a series of meetings with the architect, general contractor, the mechanical engineer and the affected trades, a solution was reached. Change Order #24 makes the necessary changes to all the affected systems so everything fits and rectifies the conflicts of the original design. The value of this Change Order is $26,909. This work lengthened the time necessary to complete the project. Concord generated Change Order #28 wherein they are requesting only the time of the Superintendent be paid. General conditions and other associated costs with contract extensions were not requested. This Change Order is valued at $6,079 and moves the completion out ten (10) additional work days.

The architect, project manager and County staff are in agreement that these changes are necessary and the costs are fair and equitable. An overview of the project will be added at a later date as well a full financial spreadsheet.

Department's Next Steps (if approved):

None

Impact of NOT Approving/Alternatives:

The project could not be completed

To BOS Staff: Document Disposition/Follow-Up:
Copies of change orders are attached - Procurement to sign.

Fiscal Impact

Fiscal Year:	2011
One-time Fixed Costs? ($$$):	32,988
Ongoing Costs? ($$$):	0
County Match Required? ($$$):	0
A-87 Overhead Amt? (Co. Cost Allocation $$$):	0
Source of Funding?:	Contingency

Fiscal Impact & Funding Sources (if known):
see above

Attachments

CO #24
CO #28

CHANGE ORDER REQUEST

COR #: 24

CONCORD
GENERAL CONTRACTING

From:

Concord General Contracting, Inc.
1636 N Swan Road, Suite 103
Tucson, AZ 85712
Phone: 520-327-2010 Fax: 520-327-5811

Date Created: 10/23/11

Date Submitted: 1/4/12

Attn:

Cochise County Procurement Department
1415 Melody Lane, Bldg C
Bisbee, AZ 85603

Project:

#1109-Douglas Government Center
1012 North G Avenue
Douglas, AZ 85607

The following pricing is offered for your consideration:

COR #: 24 - COR 24 Delta 9 Revisions, HVAC

Item #: 1 - COR 24 Delta 9 Revisions, HVAC

Mechanical and electrical changes per delta 9, RFI 99, RFI 102 and CO review comments dated 11.23.11

Description			Amount
Qualified Mechanical			22,134.00
		Subtotal:	22,134.00
Sales Tax	6.05%		1,626.94
Builders Risk	0.15%		40.36
Bond	1.10%		296.00
Overhead & Profit	10.00%		2,690.93
Insurance	0.45%		121.09
		Adjustment:	-0.32
		Total For Item #1:	26,909.00
		Total For Change Order:	26,909.00

1. This Quotation has been priced in accordance with the current job progress position and rate of progress and, therefore, is subject to adjustment if authorization to incorporate subject change into the work is not approved within 14 days.
2. If this Proposal is accepted, the Contract Time will be extended by 0 days.
3. This change order request does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, or impact costs; and the contractor is expressly reserving its right to make claim for any and all of these and related items of cost prior to final settlement of contract.

Submitted By:	Architect Review By:	Approved By:
Concord General Contracting, Inc.	BWS Architects	Cochise County Procurement Depart
Signed:	Signed:	Signed:
Date: 1-5-12	Date: 1.13.12	Date:

Concord General Contracting, Inc.
4215 East McDowell, Suite 201, Mesa, AZ 85215 (P) 480.962.8080 (F) 480.962.0707
1636 North Swan, Suite 103, Tucson, AZ 85712 (P) 520.327.2010 (F) 520.327.5811
ROC # 72403

CHANGE ORDER REQUEST

COR #: 28

CONCORD
GENERAL CONTRACTING

From:

Concord General Contracting, Inc
1636 N Swan Road, Suite 103
Tucson, AZ 85712
Phone: 520-327-2010 Fax: 520-327-5811

Date Created: 12/20/11

Date Submitted: 12/21/11

Attn:

Cochise County Procurement Department
1415 Melody Lane, Bldg C
Bisbee, AZ 85603

Project:

#1109-Douglas Government Center
1012 North G Avenue
Douglas, AZ 85607

The following pricing is offered for your consideration:

COR #: 28 - COR 28 RFI 99 Delta 9 Revisions

Item #: 1 - COR 28 RFI 99 Delta 9 Revisions

Revisions per RFI 99 response and Delta 9 drawings

Description		Amount
Superintendent - labor		3,500.00
Superintendent - burden		1,500.00
	Subtotal:	5,000.00
Insurance	0.45%	27.35
Builders Risk	0.15%	9.11
Bond	1.10%	66.86
Overhead & Profit	10.00%	607.86
Sales Tax	6.05%	367.52
	Adjustment:	0.30
	Total For Item #1:	6,079.00
	Total For Change Order:	6,079.00

1. This Quotation has been priced in accordance with the current job progress position and rate of progress and, therefore, is subject to adjustment if authorization to incorporate subject change into the work is not approved within 14 days.
2. If this Proposal is accepted, the Contract Time will be extended by 14 days.
3. This change order request does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, or impact costs; and the contractor is expressly reserving its right to make claim for any and all of these and related items of cost prior to final settlement of contract.

Submitted By:	Architect Review By:	Approved By:
Concord General Contracting, Inc.	BWS Architects	Cochise County Procurement Depart
Signed: Darrell Conklin	Signed:	Signed:
Date: 12/22/11	Date: 1-13-12	Date:

Concord General Contracting, Inc.
4235 East McDowell, Suite 201, Mesa, AZ 85215 (P) 480 962 8080 (F) 480 962 0707
1636 North Swan, Suite 103, Tucson, AZ 85712 (P) 520.327.2010 (F) 520.327.5811
ROC # 72403

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 02/14/2012

State & Federal Legislation

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Mike Ortega	**TITLE of PRESENTER:**	County Administrator
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached agenda.

- County Supervisors Association Legislative Policy Committee Agenda for February 10, 2012 (see attached)

Background:

Department's Next Steps (if approved):

Impact of NOT Approving/Alternatives:

To BOS Staff: Document Disposition/Follow-Up:

Attachments

Agenda

County Supervisors
ASSOCIATION
of arizona
1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

A G E N D A
County Managers & Administrators
February 10, 2012
10:00 a.m.
Teleconference 712-432-3900
(access code 521047#)
County Supervisors Association
CSA Boardroom
Phoenix, AZ

I. CALL TO ORDER ~ *Robert Pickels, Chairman*

II. AFFORDABLE CARE ACT: IMPACT ON ARIZONA COUNTIES ~ *Don Hughes, Governor's Office*

III. PSPRS FUND UPDATE ~ *Jim Hacking, PSPRS Administrator*

IV. LAWSUIT RE: EMPLOYEE CONTRIBUTIONS TO ASRS
- HB 2264: ASRS; employee; employer contributions; rate (*Robson*)

V. SCR 1025: PROPERTY TAX ASSESSED VALUATION; LIMITATION (*Yarbrough*)

VI. GOVERNOR'S BUDGET RECOMMENDATION REPORT / JLBC BASELINE BUDGET
- HB 2338: Prisoner Transfer; Department of Corrections (*Jones/McLain*)

VII. CSA STATUTORY AGENDA
- HB 2360: flood control districts; immunity (*Fann*)
- HB 2361: consumer fireworks; regulation (*Fann*)
- HB 2389: lease of county property; requirements (*Pratt*)
- HB 2495: counties; purchases; local dealers (*Jones*)
- HB 2530: incarceration costs; municipal court warrants (*Ash*)
- HB 2651: road enhancement improvement districts (*Burges*)
- HB 2658: flood control authority; relinquishment; districts (*Pratt*)
- SB 1209: sheriff; sex offender monitoring; fee (*Griffin*)
- SB 1282: county highway designation; county engineers (*Griffin*)
- SB 1295: flood control districts; construction bids (*Nelson*)
- SB 1409: assault; public defenders; county ranger *(Gould)*

VIII. LEGISLATIVE ACTIVITY REPORTS
- Proposed Amendments to the Regulatory Bill of Rights
- ASRS Public Employee Board Position
- Other Legislation for Discussion

IX. NACO LEGISLATIVE CONFERENCE PREPARATION

X. AGENDA REVIEW: CSA BOARD MEETING

XI. OTHER ISSUES FOR DISCUSSION

XII. NEXT MEETING DATE (*March 9*)

XIII. ADJOURNMENT

Bill Number	Short Title	Description	Comment
CSA Legislative Agenda			
HB2338:	prisoner transfer; dept of corrections (Jones)	Repeals the requirement that beginning July 1, 2012, prisoners sentenced to one year or less in the Department of Corrections (DOC) will serve that time in county jails unless the county sheriff contracts with DOC to house county prisoners in a state facility for a fee. Includes an emergency clause.	House Appropriations
HB 2360:	flood control districts; immunity (*Fann*)	A county flood control district and its employees are not liable for any injury or property damage arising out of a flood control project when a reasonably adequate warning of any unreasonably dangerous hazard is given to potentially affected property owners.	DPA, Ag & Water
HB 2361:	consumer fireworks; regulation (*Fann*)	Municipalities and counties are authorized to regulate the sale and use of permissible consumer fireworks.	House Mil Aff & PS
HB 2389:	lease of county property; requirements (*Pratt*)	The appointment of an appraiser is not required for the lease of county property valued at $5,000 or less if the value has been estimated and justified by a market analysis based on comparable sales.	Passed House, 58-0
HB 2495:	counties; purchases; local dealers (*Jones*)	For purchases in excess of $50,000, counties must award contracts to a local dealer in preference to competing bidders if the bid of the competing bidder is less than five percent lower.	DPA, Government DP, Commerce
HB 2530:	incarceration costs; municipal court warrants (*Ash*)	Municipalities must pay the costs of incarceration in a county jail for a person arrested on a warrant issued by the municipal court.	House Military Affairs & Public Safety
HB 2651:	road enhancement improvement districts (*Burges*)	Establish a mechanism where a BOS may be replaced by an independently elected board of directors for a Road Enhancement Improvement Districts.	DP, W & M
HB 2658:	flood control authority; relinquishments; districts (*Pratt*)	Clarify municipal responsibility for long-term impacts, such as maintenance costs, when the municipality acting as a floodplain administrator, makes these decisions and gives up floodplain administration duties.	DP, Ag & Water
SB 1209:	sheriff; sex offender monitoring fee (*Griffin*)	Identify monitoring fees for sex offenders who are required to register with a sheriff's office, while not de-incentivizing the offender's willingness to register.	Failed, PS & HS
SB 1282:	county highways; county engineer recommendation (*Griffin*)	Expand the process by which a county may take over a private road to include the recommendation of the county engineer.	DPA Senate COW
SB 1295:	flood control districts; construction bids (*Nelson*)	Increase flood control district construction caps from $5,000 to $190,000 for construction projects that are eligible for construction by public employees in counties with a population of 175,000 or less.	DP, Nat Res & Tran
SB 1409:	assault; public defender; county ranger (*Gould*)	Add Public Defenders and Park Rangers to the inclusive group whose assault would be classified as a felony.	DP, Jud

County Supervisors
ASSOCIATION

MEMO

To: **Board of Directors**
From: **CSA Staff**
Subject: **NACo Conference Talking Points**
Date: **January 26, 2012**

CSA is in the process of constructing talking points for the 2012 NACo Legislative Conference in Washington D.C. on March 3-7, 2012. The following is a list of county related issues for which talking points are currently being developed:

1. **SUPPORT THE FOUR FOREST RESTORATION INTITIATIVE**
2. **REAUTHORIZE SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT**
3. **CONTINUE FULL FUNDING OF PILT (PAYMENT IN LIEU OF TAXES)**
4. **SUPPORT FEDERAL TAX INTERCEPT LEGISLATION TO ASSIST CRIME VICTIMS**
5. **SUPPORT CONTINUED FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANTS**

Please notify CSA if you wish to add any items or provide feedback on the current list.