

Cochise County Planning Commission

Cochise County Complex
Board of Supervisors' Hearing Room
1415 W. Melody Lane, Building G
Bisbee, Arizona 85603

**Regular Meeting
August 08, 2018**

4:00 p.m.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL** (Introduce Commission members and explain quorum and requirements for taking legal action).
 1. **APPROVAL OF THE PREVIOUS MONTH'S MINUTES**
4. **CALL TO THE PUBLIC** – Pursuant to A.R.S . § 38-431.01 (H) this is an opportunity for the public to comment. Individuals are invited to address the Commission on any issue within the Commission's jurisdiction. Since Commissioners may not discuss items that are not specifically identified on the agenda, Commission action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.
5. **ACTION**
6. **PUBLIC HEARING**
 1. SU-18-10 (Baker)The Applicant requests Special Use Authorization to establish art and permaculture facilities.
 2. Docket Z-18-07 Solventix.The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry).
7. **PLANNING DIRECTOR'S REPORT, INCLUDING PENDING, RECENT AND FUTURE AGENDA ITEMS AND BOARD OF SUPERVISORS' ACTIONS.**
 1. Work Session to discuss possible changes to the Subdivision Regulations.
8. **CALL TO COMMISSIONERS ON RECENT MATTERS.**
9. **ADJOURNMENT**

P&Z Agenda Template

1.

Meeting Date: 08/08/2018

Submitted By: Robert Kirschmann, Community Development

Department: Community Development

Presentation: No A/V Presentation

**NAME
of PRESENTER:**

**TITLE
of PRESENTER:**

Agenda Item Text:

APPROVAL OF THE PREVIOUS MONTH'S MINUTES

Background:

Attachments

Draft Minutes

**PROCEEDINGS OF THE COCHISE COUNTY PLANNING AND ZONING COMMISSION
REGULAR MEETING HELD ON
Wednesday, July 11, 2018**

A regular board meeting of the Cochise County Planning and Zoning Commission was held on Wednesday, July 11, 2018 at 4:00 p.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Wayne Gregan, Vice Chair; Kim DePew, Member; Patrick Greene, Chairman; Pat Edie, Member; Jim Martzke, Member; Gary Brauchla, Member; Carmen Miller, Member

Absent: Tom Borer, Member; Nathan Watkins, Member

Staff Present: Daniel Coxworth, Development Services Director
Paul Esparza, Planning Manger
Elda Orduno, Deputy County Attorney
Robert Kirschmann, Planner II

Attendees: Mr. Frank Lara

Chairman Greene called the meeting to order at 4:00 p.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

1. **CALL TO ORDER**

2. **ROLL CALL** (Introduce Commission members and explain quorum and requirements for taking legal action).

3. **APPROVAL OF THE PREVIOUS MONTH'S MINUTES**

1. Approve the minutes from the June 13, 2018 meeting.

Chairman Green requested and received confirmation that the "break" will be added to the minutes.

Motion by Member Jim Martzke, Second by Member Pat Edie

Vote: 7 - 0 Approved

4. **CALL TO THE PUBLIC** – Pursuant to A.R.S . § 38-431.01 (H) this is an opportunity for the public to comment. Individuals are invited to address the Commission on any issue within the Commission’s jurisdiction. Since Commissioners may not discuss items that are not specifically identified on the agenda, Commission action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

5. **ACTION**

6. **PUBLIC HEARING**

1. SU-18-10 (Baker)The Applicant requests Special Use Authorization to establish art and permaculture facilities.

The Commission agreed to continue the item to the August 8, 2018 Commission Meeting.

2. Z-18-06 (Lara) - A request to rezone 1.09 acres from SR-43 (Single Household Residential; one dwelling per 1-acre) to SR-22 (Single Household Residential; one dwelling per 22,000 square feet) in unincorporated Douglas.

Motion by Member Jim Martzke, Second by Vice Chair Wayne Gregan

The Applicant requests to rezone 1.09 acres from SR-43 to SR-22 in unincorporated Douglas.

Chairman Greene introduces the project and calls for Planning Directors report.

Mr. Kirschmann presented a PowerPoint presentation which is preserved in the file.

Mr. Frank Lara addressed the Commission.

Chairman Greene opened the public hearing.

Mr Lara addressed the Commission again.

Chairman Greene closed the Public Hearing.

Chairman Greene calls for Planning director’s summary and recommendation.

Chairman Greene calls the question.

Vote: 7 - 0 Approved

7. **PLANNING DIRECTOR'S REPORT, INCLUDING PENDING, RECENT AND FUTURE AGENDA ITEMS AND BOARD OF SUPERVISORS' ACTIONS.**

8. **CALL TO COMMISSIONERS ON RECENT MATTERS.**

9. **ADJOURNMENT**

Chairman Greene adjourned the meeting at 4:19 p.m.

APPROVED:

Patrick Greene, Chairman

ATTEST:

Daniel Coxworth, Development Services Director

P&Z Agenda Template

6. 1.

Meeting Date: 08/08/2018

Old Business SU-18-10 (Baker)

Submitted By: Robert Kirschmann, Community Development

Department: Community Development

Division: Development Services

Presentation: No A/V Presentation

NAME Robert Kirschmann

of PRESENTER:

TITLE Planner II

of PRESENTER:

Agenda Item Text:

SU-18-10 (Baker)The Applicant requests Special Use Authorization to establish art and permaculture facilities.

Background:

The Applicant requests Special Use Authorization to establish art and permaculture facilities to include: classrooms, outdoor stage, covered outdoor kitchen, restrooms, offices, parking, greenhouses, gardens, and other related structures and activities. Educational Services (607.25) are allowed subject to the approval of this Special Use request. The 80-acre site is on parcel 101-40-001.

The Applicant is requesting that this item be tabled to a future undetermined date, to allow time to address Staff and neighbor concerns.

P&Z Agenda Template

6. 2.

Meeting Date: 08/08/2018

Z-18-07 Solventix

Submitted By: Robert Kirschmann, Community Development

Department: Community Development

Division: Development Services

Presentation: No A/V Presentation

NAME Robert Kirschmann

of PRESENTER:

TITLE Planner II

of PRESENTER:

Agenda Item Text:

Docket Z-18-07 Solventix. The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry).

Background:

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry). The request is to facilitate the construction of a Solar Energy Power Plant. The subject parcel totals ~135 acres. In addition, Cochise County Development Services proposes to also rezone ~202 acres from R-36 to LI west of the Solventix site and adjacent to the City of Benson.

The subject parcels, APN 123-34-005, 123-28-006, 123-27-014, 123-35-001, 123-34-003C, and 123-34-003D are located near the intersection of East 4th Street and Benson Airport Road, south of the I-10, Pomerene Exit. They are further described as being situated in Section 14 of Township 17 South, Range 20 East of the G&SRB&M, in Cochise County, Arizona.

Attachments

Staff Report

Application, Site Plan and Maps

Public Comments

Agency Comments



Cochise County
Community Development
Planning, Zoning and Building Safety Division

Public Programs...Personal Service
 www.cochise.az.gov

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-18-07 (Solventix)
DATE: July 26, 2018 for the August 8, 2018 Meeting

APPLICATION FOR A REZONING

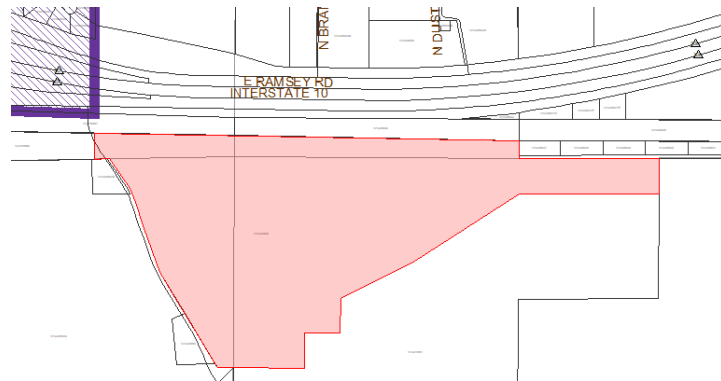
The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry). The request is to facilitate the construction of a Solar Energy Power Plant. The subject parcel totals ~135 acres. In addition, Cochise County Development Services proposes to also rezone ~202 acres from R-36 to LI west of the Solventix site and adjacent to the City of Benson.

The subject parcels, APN 123-34-005, 123-28-006, 123-27-014, 123-35-001, 123-34-003C, 123-34-003D, 123-28-007, 123-27-024A, 123-30-046 and are located near the intersection of East 4th Street and Benson Airport Road, south of the I-10, Pomerene Exit. They are further described as being situated in Section 14 of Township 17 South, Range 20 East of the G&SRB&M, in Cochise County, Arizona.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Solventix Site (Parcel 123-34-005)

Parcel Size: ~135 acres
 Current Zoning: R-36 (Residential; one dwelling per 36,000 square feet)
 Proposed Zoning: LI (Light Industrial)
 Growth Area: B – Community Growth Area
 Plan Designation: Enterprise
 Area Plan: None
 Existing Uses: Vacant, Former Benson Airport
 Proposed Uses: Solar Energy Powerplant



Planning, Zoning and Building Safety
 1415 Melody Lane, Building E
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9278 fax
 1-877-777-7958
 planningandzoning@cochise.az.gov

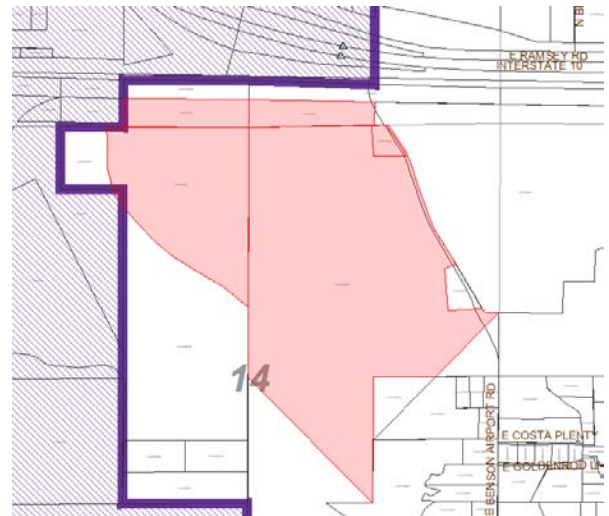
Highway and Floodplain
 1415 Melody Lane, Building F
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9337 fax
 1-800-752-3745
 highway@cochise.az.gov
 floodplain@cochise.az.gov

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	GB, R-36	Union Pacific Railroad, East 4 th Street/Interstate 10
South	R-36	Vacant Land, single family residential
East	R-36, RU-4	Vacant Land, contractor storage/warehouse, single family residential
West	R-36	Farm

Ogilvie Site (Parcel 123-28-006, 123-27-014, 123-35-001, 123-34-003C, 123-34-003D)

Parcel Size: ~202 acres
 Current Zoning: R-36 (Residential; one dwelling per 36,000 square feet)
 Proposed Zoning: LI (Light Industrial)
 Growth Area: B – Community Growth Area
 Plan Designation: Developing
 Area Plan: None
 Existing Uses: Farm
 Proposed Uses: No changes proposed to use at this time.



Zoning/Use of Surrounding Properties

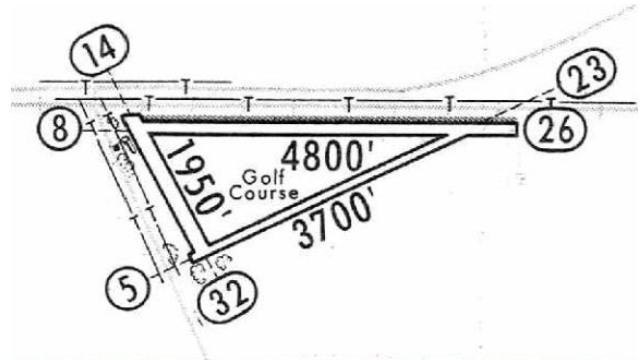
Relation to Subject Parcel	Zoning District	Use of Property
North	City of Benson, B-2(General Business), R-T (Rural Transitional)	Union Pacific Railroad, East 4 th Street/Interstate 10, Vacant Land
South	R-36	Vacant Land, single family residential
East	R-36	Vacant Land, former Benson Airport
West	City of Benson, I-2 (Heavy Industry)	San Pedro River, All the Kings Horses, Union Pacific Rail Yard

II. PARCEL HISTORY

Due to the age and nature of the airport, and the Agricultural nature of the farm, there are no permits on file. However, after conducting some research it appears that the Benson Airport was constructed in the early 1930s. After that it was opened and closed multiple times until it was no longer listed as an active field in 1974.



USGS Topo Map, 1958



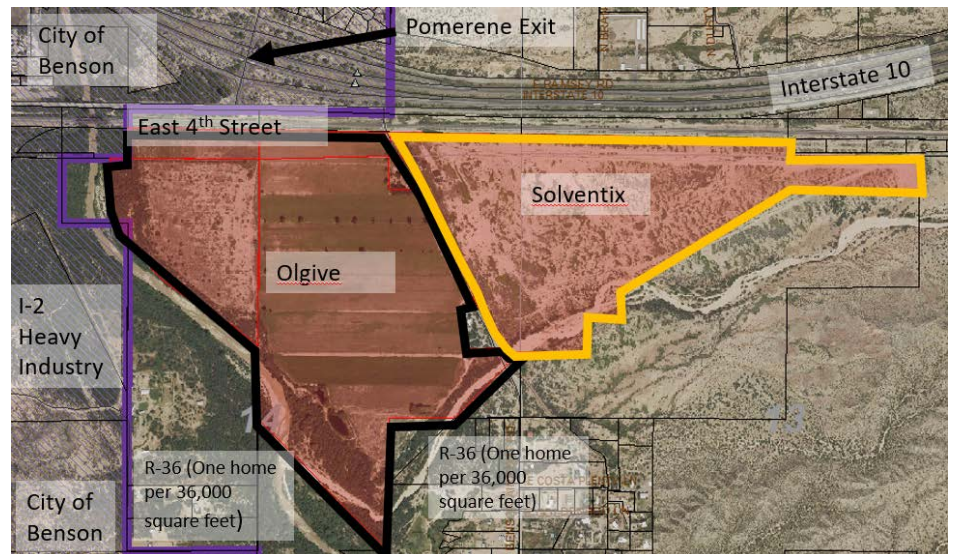
Jeppesen Airway Manual, 1964 (Chris Kennedy)

III. NATURE OF REQUEST

Representatives from Solventix approached County Staff about establishing a Solar Energy Power Plant (1302.46) on parcel 123-34-005. This approximately 135 acre site is currently zoned R-36, Residential one residence per 36,000 square feet. Solar Energy Power Plants are not permitted in the residential districts even with a Special Use. The Parcel is located in Category B, Community Growth Area and designated as Enterprise by the Comprehensive Plan. The only zoning designations permitted in the Enterprise designation are Neighborhood (NB) and General Business (GB), Light (LI) and Heavy Industry (HI). Staff suggested that the Light Industry designation may be appropriate at the location because:

- Formerly Benson Airport
- Adjacent to the Union Pacific rail line
- Proximity to Interstate 10 and the Pomerene Exit
- Access to both Benson Airport Road and East 4th Street

As staff was evaluating options for the Solventix property surrounding properties and uses were evaluated. West of the Solventix site is a cattle farm which encompasses approximately 202 acres and is adjacent to Benson City limits. The City of Benson Zoning is Heavy Industry (I-2) and General Business.



Staff believed that continuing the Light industry designation from the Solventix parcel to Benson city limits would make sense, due to the items identified above. The City of Benson and the Farm owners were contacted to solicit input on the change in zoning. The property owners provided a letter stating that they would be interested in rezoning, although they have no plans to make any changes in the foreseeable future. The city of Benson also submitted comments and suggested that the parcels consider annexing into the City.



IV. ANALYSIS OF IMPACTS

Mandatory Compliance

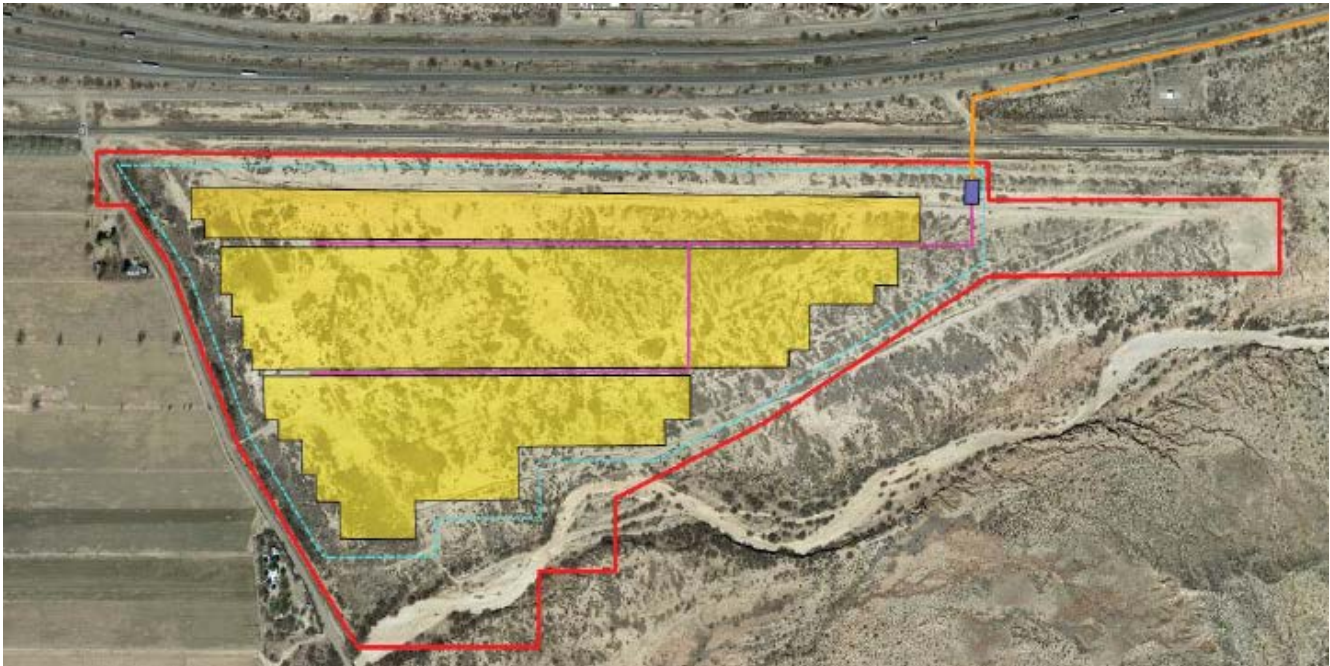
Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "B" Community Growth Area and is considered an "Enterprise" and "Developing" area per the Comprehensive Plan. LI zoning is permitted in the Category "B," "Enterprise" and "Developing" areas, therefore this request to rezone to LI complies with the Comprehensive Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Fourteen of the criteria are applicable to this request. nine of the factors are met as submitted, and five are met with conditions and modifications.

1. Provides an Adequate Land Use/Concept Plan: Complies with Condition

The Applicant intends to construct a Solar Energy Power Plant, a permitted use. At the commercial permit phase, a fully dimensioned site plan will be required. The submitted concept plan does show that all required site development standards may be met. The Plan shows the location of the panels, overhead utilities, and a substation. The panels are setback from all property lines to allow the natural vegetation and topography to help screen the use. A condition is recommended, requiring a fully dimensioned site plan with the Commercial Submittal. Future, nonagricultural development of the Farm site will require additional review at the commercial permit stage.



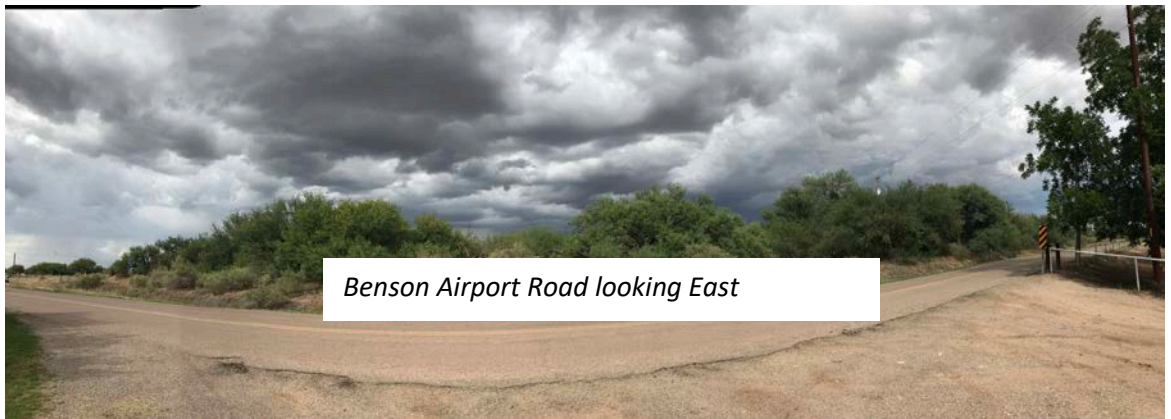
2. Compliance with Applicable Site Development Standards: Complies with modifications

A minimum of 80 feet is required from properties zoned as Residential (South and east properties) and 20 feet from the traveled roadways. The site is able to accommodate these setbacks. Staff is recommending two modifications: landscaping and screening. The Regulations require solid screening when the use abuts residentially zoned property. Staff recommends a modification to this standard. Between the setbacks, existing vegetation, and the wash adequate screening is provided. A solid screen would look inappropriate in the area. In addition, because the use is also located in Category B, landscaping is required. The site will maintain a 20 foot setback along Benson Airport Road,



Benson Airport Road looking South

which will preserve a large portion of the natural vegetation and the berm. A condition has been included to insure this vegetation is maintained to screen the facility from the road.



Benson Airport Road looking East



Berm and existing vegetation on the East side of Benson Airport Road



Wash along southern property boundary

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring properties. There are several surrounding parcels that are currently undeveloped, but this request will not preclude or limit their developments. A letter was received by a property owner immediately to the south of the application. They cited concerns about devaluing their property. The proposed rezoning will not directly impact the property as there is ample screening, setbacks and a large natural wash separating the properties.



Vacant Land South of the Rezoning



Existing home associated with the Farm

4. Limitation on Creation of Nonconforming Uses: Complies

If approved, the rezoning will not result in the creation of non-conforming uses. The Industrial zoning only allows one residence to be used as a caretaker home (1304.01), however, the existing home is associated with the Farm and therefore exempt by State Law.

5. Compatibility with Existing Development: Complies

The site abuts East 4th Street, Benson Airport Road, Union Pacific Rail Line and Interstate 10. In addition, the City of Benson has designated adjacent areas as Business and Industry. The area currently has a wide mix of uses including residential, contractor storage yards, warehousing, farming, and a rail yard. The Comprehensive Plan see this area as developing and the proposed zoning is appropriate with that vision. Below are photos of existing development found in the area.



6. Rezoning to More Intense Districts: Complies

As noted above, the proposed zoning is a reasonable extension of existing commercial and industrial zoning districts in the City of Benson. In addition, the large area of the site permits the use to be set back from the property lines preserving the natural vegetation.

7. Adequate Services and Infrastructure: Complies with Conditions

The site has existing electric, gas, water, and phone service.

Cochise County Sherriff provides law enforcement, HCI provides EMS and the fire district uncovered. The Docket was transmitted to City and County emergency responders and no comments were received.

8. Traffic Circulation Criteria: Complies with Conditions

This solar portion of rezoning request will temporarily increase traffic during construction, but thereafter will have minimal impact.

Current zoning would allow for about 278 residential units with a potential average of 2,660 new vehicle trips per day. Light Industrial allows for many different uses with a wide potential range of 1,755 to 53,711 vehicle trips per day. However, the proposed use for the subject parcel, by this applicant, of 135 acres of solar power panels, typically has a short duration impact during construction and then a very minimal maintenance schedule once in place. It is expected that industrial uses at this location would not exceed that of potential residential build-out – very likely to be far less of an impact than most Light Industrial uses if built-out as intended into solar or other power generating uses.

9. Development Along Major Streets: Complies with Conditions

The site is located adjacent to Benson Airport Road, East 4th Street and Interstate 10. These roads will be able to accommodate the proposed solar project. Depending on uses proposed on the Farm property in the Future additional improvements may be required and will be determined at the commercial permit phase. ADOT responded with no comments to the proposed rezoning. The right of way department has requested additional right of way for Benson Airport Road.

10. Infill: Partially Complies

Rezoning's to Light Industry are encouraged to be located in areas designated as Enterprise or Enterprise Redevelopment to discourage sprawl.

This solar site is located within an Enterprise area, which encourages these areas to be developed or redeveloped and help reduce sprawl. The Farm is within a designated a Developing Area, which is a catchall designation for mixed use areas such as this. The proposal does not alter the overall pattern of development in the area, and may push towards a re-designation of the area as Enterprise.

11. Unique Topographic Features: Complies with Conditions

Both sites are relatively flat however, the San Pedro River is located on the West side of the Farm and a major wash occurs along the southern edge of both sites. Setbacks from the wash will be enforced at commercial permitting. The southern areas of both sites are located within the designated flood plain, and the appropriate regulations will also apply during permitting. At this time the solar facility will not encroach into the designated flood plain area.

12. Water Conservation: Complies

Upon commercial permitting, all applicable regulations will require compliance.

13. Public Input: Complies

The Applicant completed a Citizen Review and received two responses. One was a phone call in support and the other a letter in support but with questions. Staff mailed notices to neighboring property owners within 1 mile of the subject property on July 9, 2018. Staff posted the property on July 12, 2018 and published a legal notice in the *San Pedro Valley Sun-News* on July 18, 2018. One written response from the adjacent property owner to the south was received. Several phone calls were received by residents living south of the rezoning and they indicated support to the request. The letter in opposition cited concerns about property values. The setbacks, existing berms and vegetation will mitigate the visual impacts.



14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Comprehensive Plan: Complies

The subject property lies within a Category "B"– Community Growth Area and is considered an "Development" area per the Comprehensive Plan. This designation is intended to include area with mixed uses until a clear pattern of development occurs. This request would push towards a designation of Enterprise.

The proposal is also supported by the Economic Development element of the Comprehensive Plan, by creating new employment and trade opportunities.

V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received one response in opposition.

VI. SUMMARY AND CONCLUSION

The request is for a rezoning, from R-36 (Residential; one dwelling per 36,000 sq. ft.), to LI (Light Industry) on an approximately 303 acres adjacent to the City of Benson. At this time, the area is characterized by mixed land uses, tending towards commercial and light industrial to the west, northwest and northeast and residential to the south. The Applicant proposes to use 135 acres for a Solar Energy Power Plant. The Cochise County Comprehensive Plan designates the site as Enterprise and Developing, which permits for future industry and commercial growth.

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Comprehensive Plan policies prescribe Developing areas to grow towards build-out. This request would infill a large undeveloped area, indicating the direction of future development;
3. The Comprehensive Plan policies prescribe Enterprise areas are to be designated as commercial or industrial. This request would infill a large undeveloped area.

Factors Against Approval

1. The rezoning may create a land use with more neighborhood impacts than would be permitted under the existing zoning; and
2. One letter of opposition was received

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from R-36 (Residential; one dwelling per 36,000 sq. ft.) to LI (Light Industry) for approximately 303 acres located South of East 4th Street and on both Sides of Benson Airport Road to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions and Modifications:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations; and
3. The Applicant shall work with right-of-way staff to dedicate additional right to the County.
4. The Applicant shall maintain the existing berm and vegetation located along the east side of Benson Airport Road.

Modification - The existing vegetation, berm and wash provide adequate screening and no additional solid screening or landscaping would be required.

VIII. ATTACHMENTS

- A. Application
- B. Location Map
- C. Agency Comment Memos
- D. Public Comment



Cochise County
Community Development
 Planning, Zoning and Building Safety Division

Public Programs...Personal Service
 www.cochise.az.gov

COCHISE COUNTY REZONING APPLICATION

Submit to: Cochise County Community Development Department
 1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name:

2. Mailing Address:

City State Zip Code

3. Telephone Number of Applicant:

4. Telephone Number of Contact Person if Different:

5. Email Address:

6. Assessor's Tax Parcel Number: (Can be obtained from your County property tax statement)

7. Applicant is (check one):

- Sole owner: _____
- Joint Owner: _____ (See number 8)
- Designated Agent of Owner: _____
- If not one of the above, explain interest in rezoning:

7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:

- List attached (if applicable):

8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9278 fax
 1-877-777-7958
 planningandzoning@cochise.az.gov

Highway and Floodplain

1415 Melody Lane, Building F
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9337 fax
 1-800-752-3745
 highway@cochise.az.gov
 floodplain@cochise.az.gov

- If corporation, corporate resolution designating applicant to act as agent: _____
- If partnership, written authorization from partner: _____
- If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:

- Copy of deed of ownership: _____
- Copy of title report: Appendix B
- Copy of tax notice: _____
- Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes _____ No X

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

12. Is more than one parcel contained within the area to be rezoned? Yes _____ No

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: Agricultural

14. Indicate proposed Zoning District for Property: Light Industrial

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review this criteria and supply all information that applies to your rezoning. Feel free to call the Planning Department with questions regarding what information is applicable.

15. Comprehensive Plan Category: NA (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: NA (A County planner can provide this information.)

Note: in some instances a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria, Section A.

17. Describe all structures already existing on the property: The site has no structures.

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: See attached Site Plan.

PV solar panel arrays, a switchyard, a small maintenance building, and battery storage.

19. Are there any deed restrictions or private covenants in effect for this property?

- No X Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____

- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

Benson Road

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? The proposed facility will employ between one and two employees and is not expected to require off-site street improvements.

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? One

23. Identify how the following services will be provided:


Service	Utility Company/Service Provider	Provisions to be made
Water	Benson	None
Sewer/Septic	Not Applicable	Portable Unit
Electricity	Sulphur Springs Valley Co-Op	None
Natural Gas	Not Applicable	None
Telephone	Century Link	None
Fire Protection	Benson	None

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed).

Please see Attachment 1.

25. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: 

Date: 31.5.2018

factors with which to measure and analyze the appropriateness of the proposed rezoning. An analysis of how the Project addresses these evaluation factors is required for staff report to the Commission and Board. The Rezoning application must provide sufficient information for staff to make this analysis.

Rezoning Evaluation Factors:

1. Application. The Application Site Plan must provide sufficient information to determine that the proposed size and layout would comply with the applicable uses and standards for the types and intensity of uses permitted in the requested zoning district.
2. Compliance with Site Development Standards. Each parcel must meet the site development standards of the proposed zoning district including minimum lot size, setbacks, lot coverage, driveway width, parking and ADA-access requirements. The rezoning Concept Site Plan should show how these standards would be met.
3. Adjacent Districts Remain Capable of Development. Adjacent parcels should be able to meet minimum lot size and development standards of the remaining zoning district.
4. Limitation on Creation of Nonconforming Uses. The subject property should contain no structures or uses that would not be permitted or would not meet development standards of the new district.
5. Compatibility With Existing Development. The proposed rezoning district should be compatible with existing development in the vicinity.
6. Rezoning To More Intense Districts. The proposed new district should:
 - Be buffered by an intermediate district of sufficient size to provide a reasonable transition of intensity from the existing area (as a guide, a reasonable transition is considered to be a difference of intensity or density of two levels as described in Section 2208.02);
 - Be a reasonable extension of a similar density district within the area; and
 - Provide a transition between an existing less intense district and a more intensive district or an arterial street; or
 - Provide adequate protection to the adjacent less intense development in the form of enhanced screening, landscaping, setbacks, large lot size, building orientation or other design measures.
7. Adequate Services and Infrastructure. The following factors are used to determine if there are adequate services and infrastructure to serve an intensification of zoning:
 - (a) For a rezoning to a more intensive district, the applicant has provided adequate information to evaluate the impacts of the rezoning on roads, other infrastructure, and public facilities. The applicant must demonstrate that there are adequate provisions to address the impacts identified. The applicant shall provide data supporting the estimated traffic volumes as part of the application.
 - (b) If the site accesses on a road where existing demonstrable traffic problems created by incremental development have already been identified, such as a high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant has proposed a method to address these problems.
 - (c) The proposed development meets or will meet the applicable requirements for street, sewer, or water improvements.
 - (d) The site has access to streets that are adequately designed and constructed to handle the volume and nature of traffic typically generated by the use.
8. Traffic Circulation Criteria.
 - (a) Any rezoning shall be consistent with preservation of the functions of surrounding streets as defined in Section 102.B.3 (a through g) of the Comprehensive Plan. [see page 11 of the Comp Plan]
 - (b) If the rezoning is to GB, LI or HI, the development shall not result in the use of any residential street for through traffic to and from the proposed district.
 - (c) Consideration of future circulation needs in the surrounding area have been taken into account through right-of-way dedication and off-site improvements if warranted.

9. Development Along Major Streets. The rezoning size [the size of the land area to be rezoned] limits the number of access points on major thoroughfares or arterial streets, and County collectors through the use of frontage roads, shared access, no access easements or other safe methods designed to minimize road cuts that create unsafe traffic conflicts, hazardous traffic congestion and obstruct the functioning of arterials.

10. Infill. If rezoning to GB, LI or HI, the site is in an existing Enterprise or Enterprise Redevelopment plan designation area. This factor is designed to encourage infill in areas where commercial and industrial development already exists, thereby discouraging sprawl and locating new non-residential developments where adequate infrastructure may already exist and where they are most likely to be compatible with existing uses.

11. Unique Topographic Features. A rezoning to a more intensive zoning district shall not take place if there are areas of unstable soils, steep slopes, severe washes, floodplains, etc. which are not appropriate for intense development. Rezonings encompassing such areas will be discouraged unless the developer carefully plans development around these areas, such that they are appropriately protected.

12. Water Conservation. Uses proposed with the rezoning involving Master Development Plans shall show compliance with the water conservation policies of Section 102E in the Comprehensive Plan and the approved Master Development Plan. Other rezonings shall show compliance at the time of building permit issuance.

13. Public Input. If there is a major public opposition to a proposed rezoning, this may indicate that the technical evaluation regarding compatibility of the proposed district does not concur with the view of local residents and a recommendation of denial may be appropriate. If public concerns have been raised, it is fair to ask if the applicant has made a reasonable effort to address these concerns through the Citizen Review Process.

14. Hazardous Materials. Adequate data has been submitted to determine that impacts from uses that may involve hazardous or dangerous materials are adequately mitigated.

15. Compliance with Applicable Area Plan, Master Development Plan or Comprehensive Plan Policies. The proposed uses and design are in substantial conformance with adopted area plan, master development plan or comprehensive plan land use designations and policies.

ATTACHMENT 1

COCHISE COUNTY REZONING APPLICATION

BENSON SOLAR, LLC (continued)

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumptive in favor of or against the rezoning is attached for your reference.

The Project site has been identified as an optimal location for an electrical generation facility based on the recognized need for local power; the existence of compatible adjacent and nearby land uses; utility corridors (electric and natural gas); and electrical load centers. The rezoning is needed in order to provide power import to assist local utilities and energy-users in meeting their current and projected electrical demand of southeast Arizona. Because the regional grid has been operating at near capacity, additional infrastructure is needed to accommodate future electrical demand.

There are numerous electrical distribution lines, switchyards, and communication cables within the vicinity of the Project site. The Benson Substation is directly north of the site across the I-10 frontage road, while the Sulfur Springs Valley Electric Co-Op Substation is located approximately 1.4 miles northeast of the Project site.

The zoning changes proposed under the requested rezoning are consistent with the existing and planned light industrial zone on and adjacent to the subject parcel.

Benson Solar Facility
Rezoning Application
to Allow a Photovoltaic Power Generation Facility

Prepared for
Cochise County

Submitted by
BENSON SOLAR, LLC

Prepared by



May 31, 2018

TABLE OF CONTENTS

1.0	Project Narrative	1
1.1	Introduction.....	1
1.2	Physical Setting, Existing Uses, and Relationship to Surrounding Land Uses	1
1.3	Natural Resources	2
	Biological Resources	2
	Wetland Resources.....	8
2.0	References.....	9

LIST OF TABLES

Table 1.	Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.	4
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LIST OF FIGURES

Figure 1.	Project Area
Figure 2.	Proposed Project Site Plan
Figure 3.	Wetlands Map

LIST OF APPENDICES

Appendix A.	Neighborhood Letter and Responses
Appendix B.	Option to Lease Agreement and Title Report

1.0 PROJECT NARRATIVE

1.1 INTRODUCTION

Benson Solar, LLC is requesting rezoning to construct and operate the proposed Benson Photovoltaic (PV) Solar Power Generating Facility (Project) on approximately 134.5 acres of undeveloped land located approximately 1.5 miles of Benson, Cochise County, Arizona (Figure 1).

The site is generally level and located on the south side of I-10 and the Union Pacific Railroad. The Benson Substation is directly north of the site across the I-10 frontage road, while the Sulfur Springs Valley Electric Co-Op Substation is located approximately 1.4 miles northeast of the Project site.

Rezoning the Project site from agricultural (R-36) to Light Industrial (LI) would allow for the development and operation of the proposed solar generating facility and provide power import to assist Arizona Electric Power Cooperative, Inc. (AEPCO) in meeting their current and projected electrical demand of southeast Arizona. The regional grid has been operating at near capacity, and additional infrastructure is needed to accommodate future electrical demand.

The proposed Project is expected to include a PV solar field with an expected electrical output of up to 20 MW. The Project will also require a gen-tie transmission line and additional project infrastructure including battery storage (Figure 2).

Both the Project site and the region are well suited for the proposed changes to the current zoning district. The primary criteria for determining the location of the power generation facilities include the existence of compatible adjacent and nearby land uses, minimal topographic variability, and the proximity to existing electrical infrastructure, major transportation corridors, utility corridors, and electrical load centers.

1.2 PHYSICAL SETTING, EXISTING USES, AND RELATIONSHIP TO SURROUNDING LAND USES

The Project site is located in the Sonoran Desert in west-central Cochise County approximately 1.5 miles east of Benson (Figure 1).

The site consists of approximately 134.5 acres of relatively flat, undeveloped private land formerly occupied by the Benson Airport. The Benson Airport was opened, closed, and reopened multiple times throughout its 70-year lifespan starting in either 1930 or 1931. The airport had three dirt runways and offered aircraft repairs, fueling, and hangars (Freeman 2017).

Major features in the site area include the San Pedro River, I-10, the Union Pacific Railroad, and several existing transmission lines (Figure 1).

The Project is bound to the north by the Southern Pacific Rail Road, the Interstate 10 (I-10) frontage road, and I-10, to the south by an ephemeral wash of the San Pedro River, and to the west

by agricultural land. To the east, the Property is pinched off by the I-10 frontage road and the San Pedro tributary.

The Project site occupies undeveloped, highly degraded desert scrublands suitable for a PV solar generation facility. Adjacent land uses to the Project site primarily include undeveloped rural lands, with some residential properties to the south and some industrial properties to the north across I-10. Active farmland is located directly adjacent to the west side of the Project site. Land use adjacent to the gen-tie route primarily include undeveloped rural lands as well as industrial properties.

1.3 NATURAL RESOURCES

Benson Solar has considered potential impacts of the proposed Project. Construction and operation of the Project will be compliant with all county, state, and federal laws, regulations, and guidelines.

Based on the development history of the Project site, as well as preliminary natural resources desktop reviews, the Project site is located in an area with minimal sensitive resources. Results of the preliminary review of the Project site are described below.

Biological Resources

Ecoregional Setting

The Project lies within the Madrean Archipelago Level III Ecoregion. This region of basins and ranges varies from medium to high local relief, typically 3,000 to 5,000 feet. Native vegetation in the region is mostly grama-tobosa shrub-steppe in the basins and oak-juniper woodlands on the ranges, except at higher elevations where ponderosa pine is predominant (Griffith et al. 2014).

Within the Madrean Archipelago, the Project area lies within the Apachian Valleys and Low Hills Level IV Ecoregion (79a), characterized by valley plains, alluvial fans, and some low hills. This region's precipitation is influenced by monsoons, and elevations in the Arizona part of the ecoregion range from about 3,200 to 5,500 feet. A variety of human and natural influences over the past 100-150 years has caused significant landscape changes. Droughts and precipitation events, livestock overgrazing, agricultural clearing and irrigation, fire suppression, road and residential construction, and introduction of exotic plants have altered the ecological patterns in these "desert seas" and their relations to the sky islands of the adjacent mountain ecoregions. Although this region has areas of desert scrub and semi-desert grassland, often in a complex mosaic, shrub and cacti encroachment and exotic species, as well as the proliferation of honey mesquite, have greatly altered historical grassland areas (Griffith et al. 2014).

Project Area Habitat Description

Currently, the Project area is comprised of undeveloped, highly degraded desert scrublands. According to the GAP Landcover Dataset, land cover at the site is primarily comprised of Apacherian-Chihuahuan Mesquite Upland Scrub, with areas of Apacherian-Chihuahuan Semi-

Desert Grassland and Steppe (USGS 2018). Due to heavy degradation from its former use as an airport, the Project site is characterized by large unvegetated areas, pockets of weedy grassland, and scattered shrubs. A row of mesquite trees lies along Benson Road located on the west side of the Project, and a riparian area dominated by mesquite and other riparian species lies along the unnamed tributary to the San Pedro River within the southeastern boundary of the Project. These riparian habitats are generally associated with an ephemeral water supply. They are important habitat for migratory birds. Desert scrubland habitat appears less degraded adjacent to the Project area and along the gen-tie route, with the exception of the active farmland adjacent to the west side of the Project area.

Federally Listed Species

Species listed as threatened or endangered by the U.S. Fish and Wildlife Service (USFWS) are provided regulatory protection under the Federal Endangered Species Act. The USFWS Information for Planning and Conservation (IPaC) tool was consulted to determine whether the Project site is within the range of any of the 22 animal or 6 plant species that are listed as occurring in Cochise County, Arizona.

According to the IPaC report for the Project area (USFWS 2018a), there are three mammals, four birds, one reptile, one amphibian, and one flowering plant species that are federally listed as threatened or endangered by the USFWS and should be considered as part of an effect analysis for the Project. There is also USFWS-designated proposed critical habitat for the yellow-billed cuckoo within the Project area (USFWS 2018a).

Table 1 includes a summary of all federal and state listed species and special status species that were evaluated for presence within the Project and the status and the likelihood of occurrence within or near the Project area using range data provided by Arizona Game and Fish Department (AGFD), when available (AGFD, 2018). This list does not include species listed as Species of Greatest Conservation Need (SGCN) by the AGFD. This list also does not include additional species that may warrant protection under the Bald and Golden Eagle Protection Act (BGEPA) or the Migratory Bird Treaty Act (MBTA).

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status ¹	Likelihood of Occurrence within the Project Area ^{2,3}	Discussion/Recommendations ²
Amphibians	Chiricahua leopard frog	<i>Rana chiricahuensis</i>	FT	Unlikely- Closest mapped habitat is over 2 miles southeast of Project area. Species requires permanent/ semi-permanent pools in river valley cienegas, springs, pools, cattle tanks, lakes, reservoirs, streams, and rivers. No suitable habitat present within Project area.	No anticipated impacts.
Birds	Yellow-billed Cuckoo	<i>Coccyzus americanus</i>	FT	Moderate- Portions of the Project area along the southwestern edge appear to lie within or directly adjacent to proposed critical habitat (see below). Species observations have been made in the portion of the San Pedro River in the regional vicinity of the Project area. Habitat consists of dense understory foliage of riparian cottonwood-willow galleries, saltcedar, and mesquite bosques. The unnamed tributary to San Pedro River, located within and adjacent to the southeast portion of the Project area, appears to contain potentially suitable riparian habitat for the species.	Surveys would be required to determine the presence of the species within the Project area. If present, appropriate siting and avoidance and minimization efforts would likely be required to avoid potential impacts to the species, which would require formal consultation with USFWS under Section 7 or 10 of ESA.
	Northern Aplomado Falcon	<i>Falco septentrionalis</i> femoralis	EXPN	Unlikely- This species is virtually extirpated throughout the state. There are no reintroduced populations in Arizona.	No anticipated impacts.

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status ¹	Likelihood of Occurrence within the Project Area ^{2,3}	Discussion/Recommendations ²
	Southwestern willow flycatcher	<i>Empidonax traillii extimus</i>	FE	Moderate- Mapped habitat present within the Project area along the southwestern edge (outside critical habitat range). Species observations have been made in the portion of the San Pedro River in the regional vicinity of the Project area. Habitat consists of dense riparian cottonwood-willow thickets, saltcedar, and Russian olive riparian associations. The unnamed tributary to San Pedro River, located within and adjacent to the southeast portion of the Project area, appears to contain potentially suitable riparian habitat for the species.	Surveys would be required to determine the presence of the species within the Project area. If present, appropriate siting and avoidance and minimization efforts would likely be required to avoid potential impacts to the species, which would require formal consultation with USFWS under Section 7 or 10 of ESA.
	Mexican spotted owl	<i>Strix occidentalis lucida</i>	FT	Unlikely- No mapped habitat within the Project area. Species requires forested mountains for breeding and foraging. The Project site does not contain any suitable habitat for the species.	No anticipated impacts.
Flowering Plants	Wright's marsh thistle	<i>Cirsium wrightii</i>	C	Unlikely- Found in springs, seeps, marshes, and stream banks in alkaline soil. Not known from Arizona except for one historic specimen near San Bernadino Wildlife Refuge. Little to no suitable habitat present within the Project area.	No anticipated impacts.

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status ¹	Likelihood of Occurrence within the Project Area ^{2,3}	Discussion/Recommendations ²
Mammals	Ocelot	Leopardus (=Felis) pardalis	FE	Unlikely- Extremely rare. Tends to be associated dense cover or vegetation and thornscrub communities. Mapped habitat within Project area, but little to no suitable habitat present within Project area.	No anticipated impacts.
	Lesser long-nosed bat	Leptonycteris curasoae yerbabuenae	FE	Unlikely- Mapped habitat within Project area. Species roosts within caves, mines, and old buildings and forage on succulents in semidesert grasslands. While limited suitable foraging habitat is present within the Project site, there is no suitable roosting habitat.	No anticipated impacts.
	Jaguar	Panthera onca	FE	Unlikely- Extremely rare. Found in a variety of habitat within desert scrub and pine-oak woodland, but most closely associated with rivers and cienegas of southern Arizona. Mapped habitat within Project area, but little to no suitable habitat present within Project area.	No anticipated impacts.

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status ¹	Likelihood of Occurrence within the Project Area ^{2, 3}	Discussion/Recommendations ²
Reptiles	Northern Mexican gartersnake	Thamnophis megalops eques	FT	Unlikely- Species found in dense vegetation within source area ponds and cienegas, lowland river riparian forests and woodlands, and upland stream gallery forests. Suitable habitat may be present within tributary drainage to San Pedro River. Currently extant in small fragmented populations in southeastern portion of state. Proposed critical habitat mapped along San Pedro River west of the Project area, but Project area located outside current mapped habitat.	Unlikely species is present within Project area, but surveys may be required within suitable habitat to determine presence due to location of proposed critical habitat just west of Project area. No anticipated impacts.
Critical Habitat	Yellow-billed cuckoo	Coccyzus americanus	Proposed	High- Portions of the Project area along the southwestern edge appear to lie within or directly adjacent to the "Unit 26: AZ-18 Upper San Pedro River" critical habitat unit currently proposed for the species. This proposed critical habitat lies along the San Pedro River to the west of the Project area and a portion of the confluence of the unnamed tributary drainage that lies within and adjacent to the southeastern boundary of the site.	Consultation with USFWS would be required to determine if portions of the Project site lie within proposed critical habitat. Field surveys would need to be conducted to determine presence of species and habitat quality. Appropriate siting and avoidance and minimization efforts would likely be required to avoid potential impacts to the species' proposed critical habitat.

1 FE = Federally Endangered; FT = Federally Threatened; C = Federal Candidate Species; EXPN = experimental non-essential population; Proposed= Federally Proposed Critical Habitat
 A field visit has not been conducted for this site. The likelihood of occurrence and discussion/recommendations for a species may be subject to changes based on the results of a site visit. In addition, contact with agencies is recommended to determine if there is any additional information or specific species of concern for the Project site.
 2
 3 See References for species citation information.

Cultural Resources

Tetra Tech, Inc. (Tetra Tech) conducted a site records search to determine if previously recorded cultural resources are present in the Project area. The search was conducted using the AZSITE online GIS database, which includes records of previous archaeological investigations and previously documented cultural resources (prehistoric and historic archaeological sites and historic architectural resources) that have been registered with the Arizona State Museum Archaeological Records Office. In addition to the AZSITE database search, the National Register of Historic Places (NRHP) online database was consulted to determine whether significant historic resources are present in the Project vicinity. The AZSITE database shows that 5 cultural resources are located within one-half mile of the Project area. These include one archaeological site of unknown cultural-temporal affiliation, the historic Pomerene Canal, the historic Benson Airport Road, the historic State Route 86, and the historic Southern Pacific Railroad Mainline - Southern Route. Three historic sites have been determined eligible for inclusion on the NRHP and the remaining two sites have not been evaluated for the NRHP. No NRHP-listed historic properties are located on or within one mile of the Project area.

Wetland Resources

The Project site is located in Federal Emergency Management Agency (FEMA) Zone X, which is determined to be outside the 0.2% annual chance floodplain. The Project site is completely located in an area mapped as Zone C, which are areas of minimal flooding and are outside any designated 100-year floodplain (FEMA 2018).

A large ephemeral/intermittent tributary of the San Pedro River bounds the site to the south. This wash will be avoided during the construction and operation of the proposed Project.

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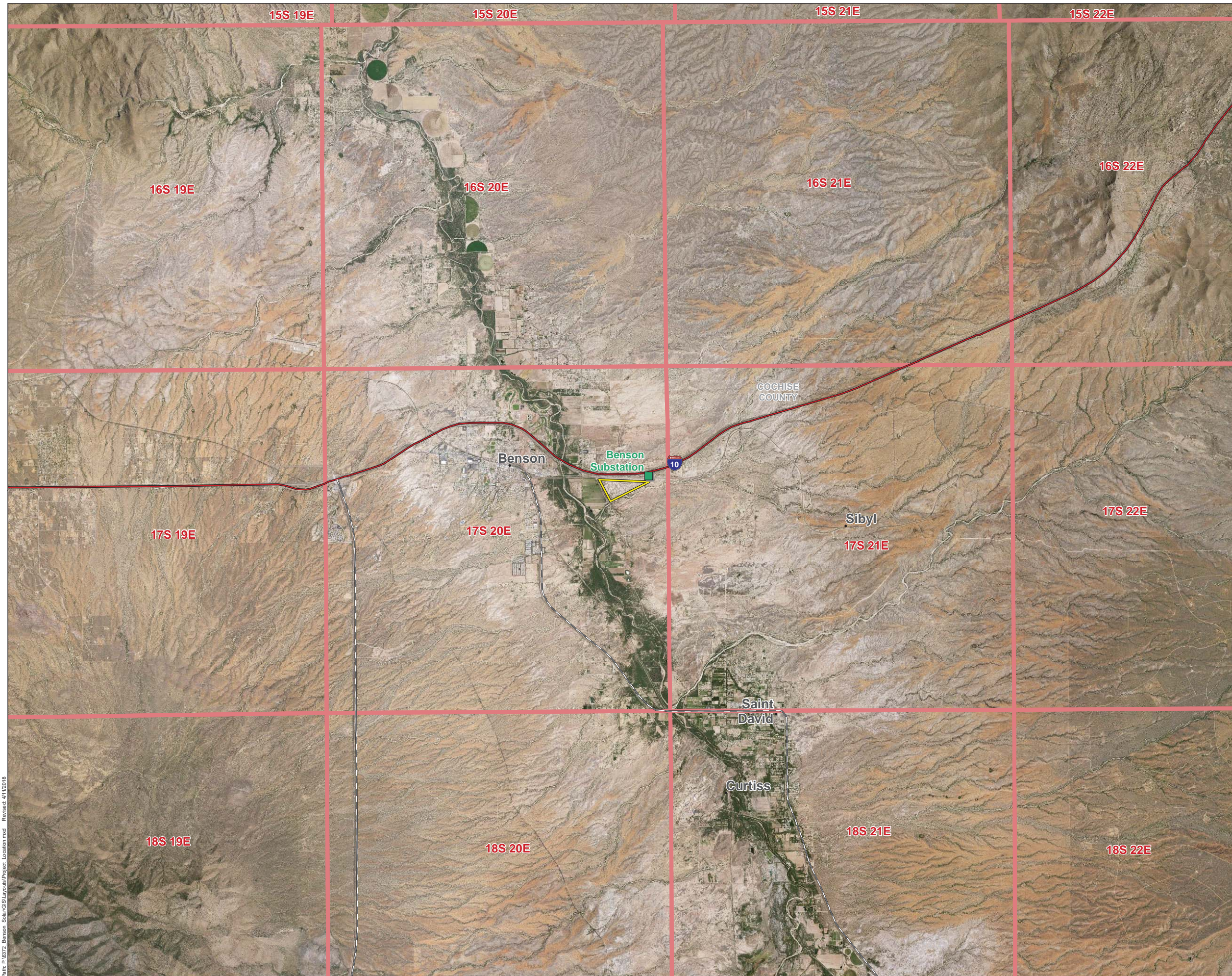
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FIGURES



Benson Solar Site

Cochise County, AZ

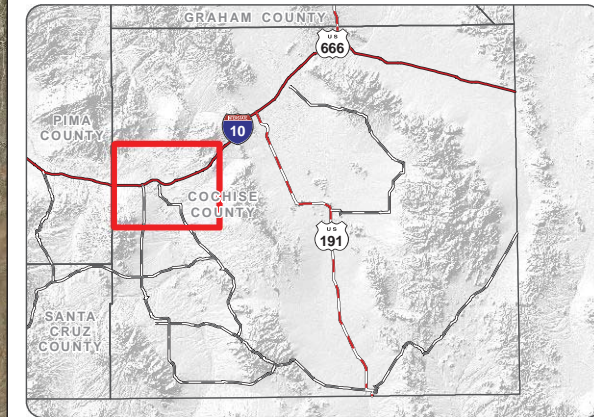
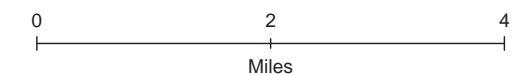


Figure 1
Project Location

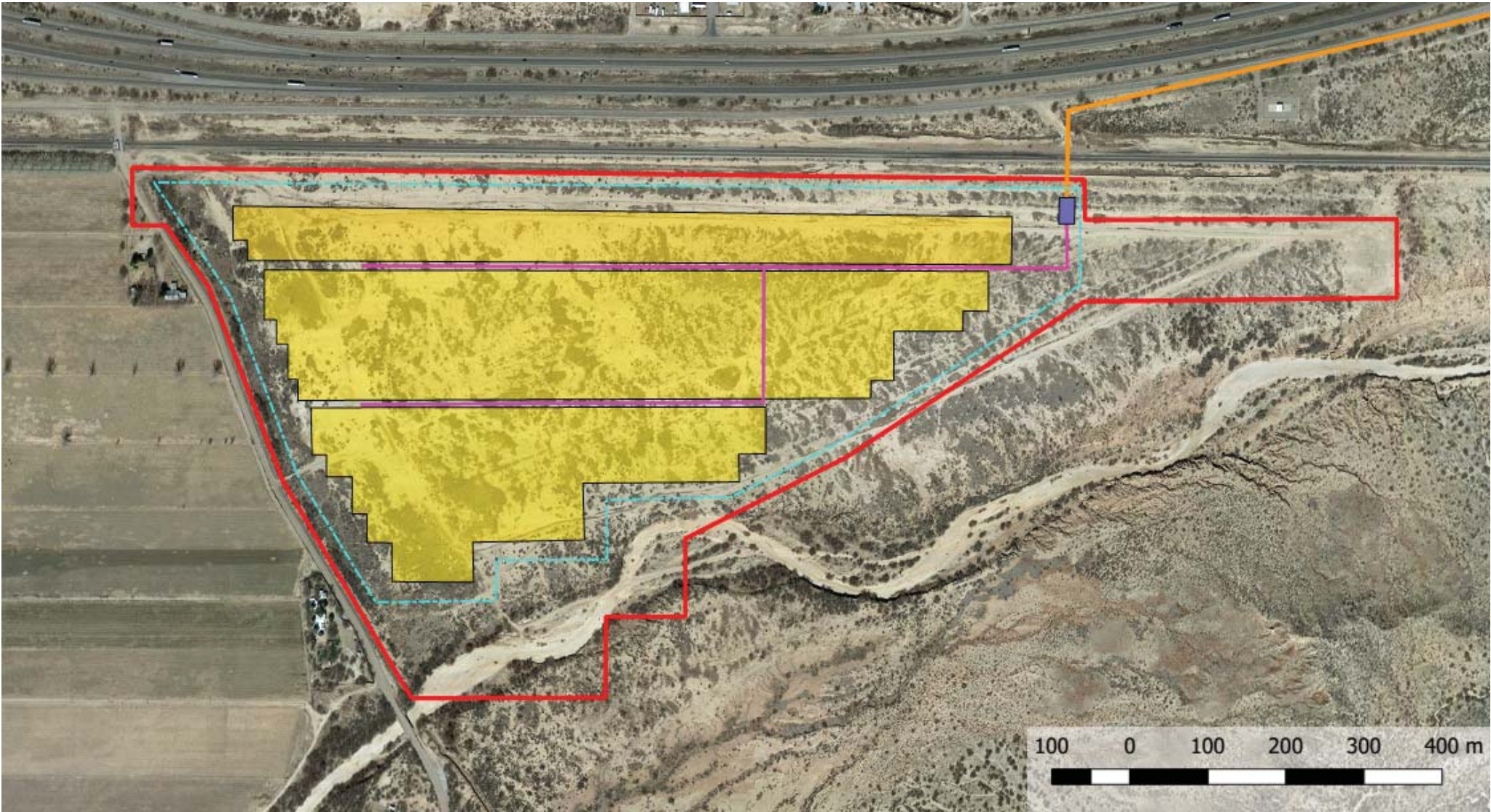
- Substation
- Project Area









Scale is 1:52,000 when printed at 22 x 34

Path: P:\372_Benson_Solar\GIS\Layouts\Project_Location.mxd Revised: 4/12/2018

BENSON SOLAR PROJECT
BENSON, ARIZONA



Legend	
 Project Substation Project	 Typical Solar Array
 Proposed 69 kV Overhead Line	 Fenced Project Area
 Typical 34.5 kV Collection Line	 Property Boundaries

Benson Solar Site

Cochise County, AZ

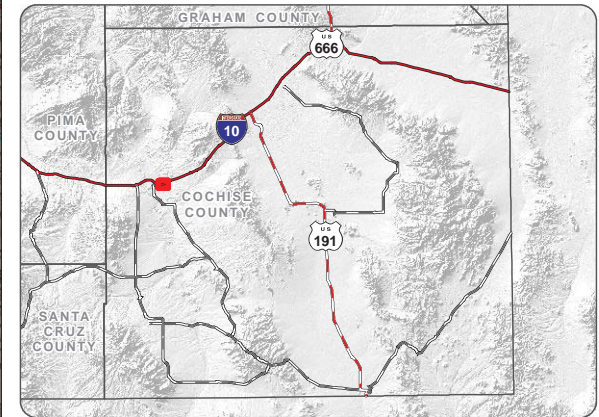
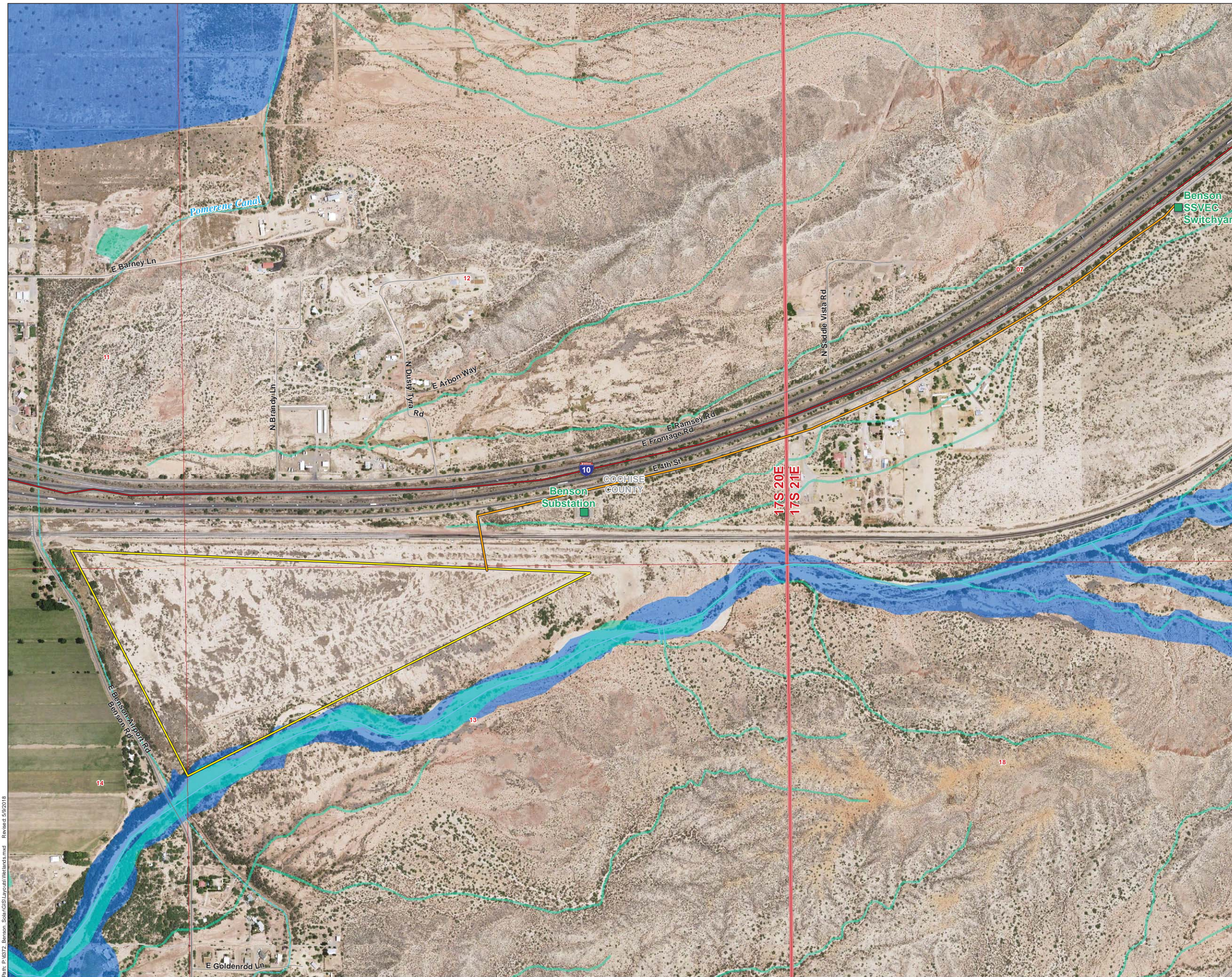
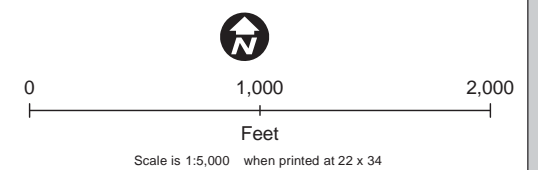


Figure 3
Wetlands

- Substation / Switchyard
 - Gen-Tie
 - Project Area
- Hydrology**
- Perennial Stream
 - - - Canal/Ditch
 - NWI Wetland
 - 100-year FEMA Floodplain



APPENDIX A

NEIGHBORHOOD LETTER AND RESPONSES

April 12, 2018

Dear Friends and Neighbors:

My name is Krista Dearing and I represent Benson Solar, LLC (Benson Solar), a wholly owned subsidiary of Soventix USA. Soventix USA is an independent power provider that builds, owns, and operates solar projects throughout the United States and abroad, including Africa, Europe, and South America. Benson Solar strives to provide solar developments in strategic areas of the United States that create jobs, clean energy, and improve communities through tax revenue generation.

I have more than 25 years of professional experience in environmental science and regulatory compliance. I oversee a variety of environmental projects involving the National Environmental Policy Act (NEPA), Endangered Species Act, Clean Water Act, and National Historic Preservation Act.

Benson Solar is requesting rezoning from the Cochise County Community Development Services Department to rezone approximately 135 acres of undeveloped land to allow for the development and operation of the proposed 20 megawatt Benson Solar Photovoltaic (PV) Power Generation and Power Storage Facility (Project).

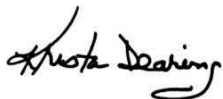
The proposed Project is located on heavily disturbed land approximately one mile east of Benson (Figure 1) that was formerly used as the Benson Airport. The county requires us to go through the zoning process in order to rezone the site from Rural-36 to Light Industrial. Part of that process includes getting feedback from you, our neighbors rezoning is requested

You will also be receiving a letter from the county, with contact information in case of objections to the Project. If you have any concerns, questions, or objections, we ask and encourage you to contact us first. We are happy to address them, and it may be something we haven't thought of that will make the Project that much better. We hope that this will be the start of a very cooperative relationship.

Thank you for your time and consideration. Please find my contact information below:

Sincerely,

TETRA TECH, INCORPORATED



Krista Dearing, RG
Senior Project Manager
2435 E. Taxidea Way
Phoenix, AZ 85048
Krista.Dearing@tetrattech.com
623.910.6898

Attachment

Dearing, Krista

From: alain hartmann <alain@hcreinc.com>
Sent: Monday, April 16, 2018 3:43 PM
To: Dearing, Krista
Subject: Benson solar
Attachments: Fenner Package v1.pdf; Fenner Aerial & Airport.pdf

Hi Krista,

I am glad to hear from you. My neighbor told me something was going on with the airport. I own a small property adjoining the old airport on the west side of Airport road, just north of the wash (1449 E Airport Rd). There is a berm on the east side of Airport road which is a natural screen for my property. I would very much like to see that remain in place. My parents bought the property in 1956 when I was born and I have been able to keep the homestead after they passed. In theory, I would think a solar farm would be a great neighbor - quiet I would assume. I would like to know a bit more of what the "operations" would entail but otherwise I think I would be in support of it for the rezoning. Will this require a heavy water usage? I know there are a couple of different approaches to solar.

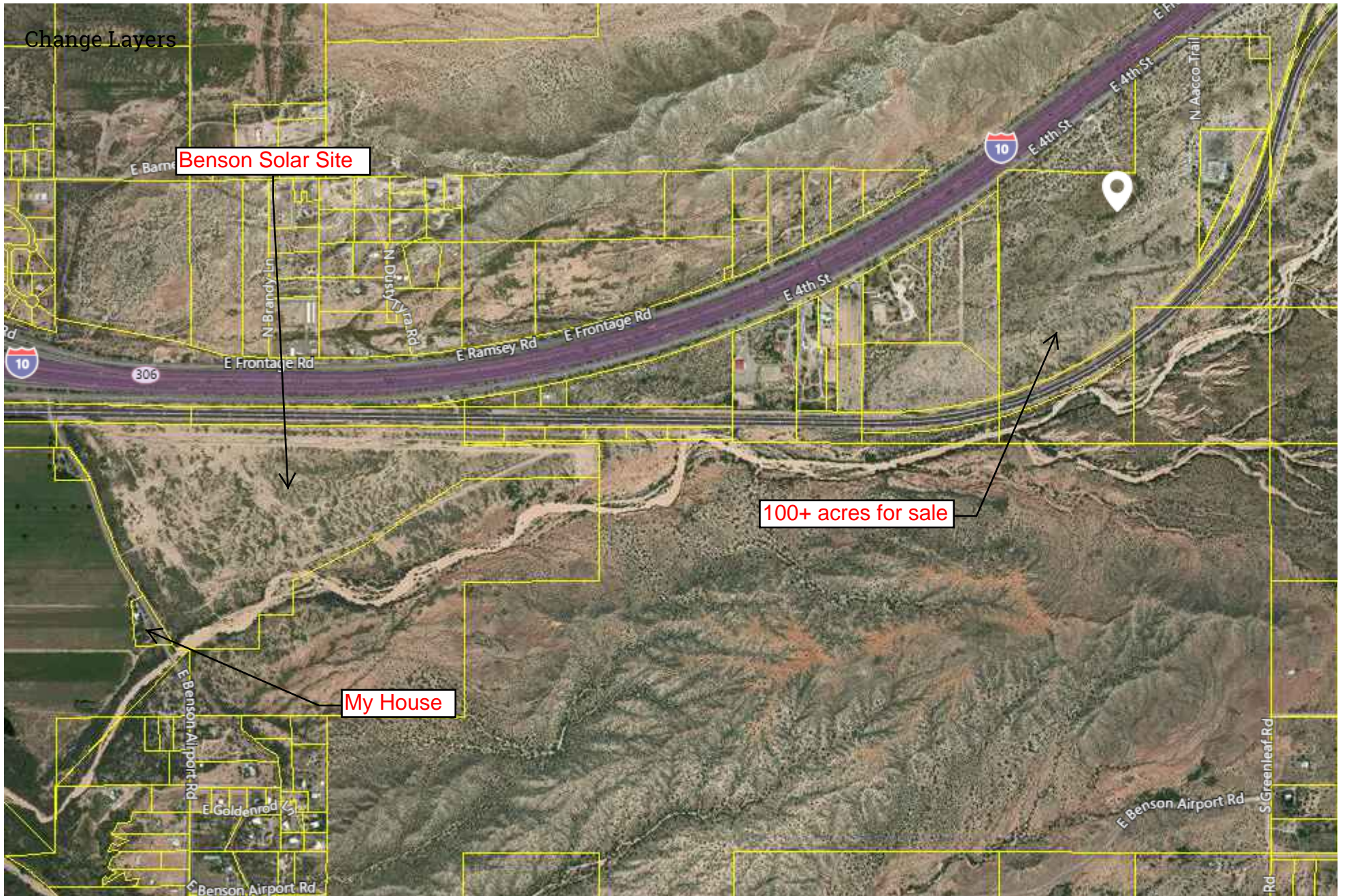
On another note, I represent a 100 + acres property about 1/2 mile east of the airport which I have long thought would make a great solar farm. It abuts an electrical substation. Years ago a portion of the property was split off for a foundry and that split was successfully rezoned to I-1. It has a great well. I have attached a package and a map showing the relative locations. If there was someone you could forward this information to, I would greatly appreciate it.

Best regards,

Alain Hartmann



7459 E Broadway Blvd
Tucson, AZ 85710
Tel: 520-332-6000
Fax: 520-290-5757
Cel: 520-870-1030
alain@hcreinc.com





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HARTMANN
COMMERCIAL REAL ESTATE

FOR SALE

VACANT COMMERCIAL LAND

103 + Acres

Benson, Arizona

- Parcels :** 120-02-003A
- Zoning:** RU-4 (Cochise County)
- Price:** \$566,500 (\$5,500 / Acre)
- Utilities:** Electric to lot line; deep well with strong capacity (100+ gpm) on site, install septic.
- Terms:** Cash;
- Comments:** Flat land on I-10 paved frontage road adjacent to electric transmission station. Ideal for **solar farm**, **grape production** or **large lot housing** project.

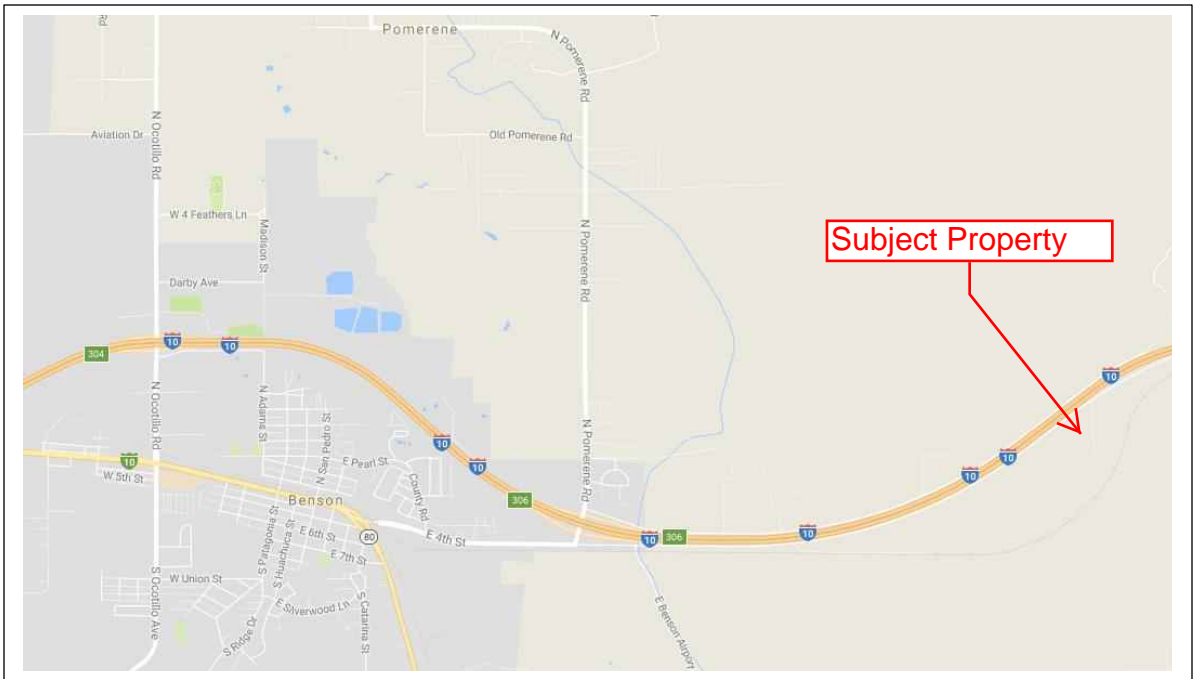
**FOR MORE
INFORMATION
PLEASE CONTACT:**

Alain Hartmann
Designated Broker
520.870-1030
alain@hcreinc.com



7459 E. Broadway • Tucson, Arizona 85710

W: 520.332.6000 • C: 520.870.1030 • F: 520.290.5757





Director
Thomas Buschatzke

ADWR
Arizona Department of Water Resources

eGovernment



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Well Registry Information

Registration Number 55-909771

General	Construction	Status	Owner	Driller	Pump Data
Well Construction Information					
Well Depth (ft)	700	Water Level (ft bsl)	136		
Casing Depth (ft)	700	Casing Diameter (in)	7	Casing Type	P - STEEL - PERFORATED OR SLOTTED CASING
Well Data					
No. of Holes	1	Irrigated Acres		Acre Ft Annum	Intended Capacity (GPM)
Pump Completion Report					
Tested Capacity(GPM)		Pump Capacity(GPM)		Draw Down (ft)	
Pump Type		Power Type		Method of Discharge	
Place of Use					
Township	N/S	1/2 T	Range	E/W	1/2 R
					Section
					160 Acre
					40 Acre
					10 Acre
					Cadastral
No records to display.					

Well Registry is ADWR's well database containing reported information on well status, location and construction.



Telephone Log

Date: April 27, 2018
Caller: Mark Frapp, Owner AZ Storage 4U, LLC
Person Called: Krista Dearing, Tetra Tech, Inc.
Project: Benson Solar
Subject: Input on proposed Benson Solar Project

Mr. Mark Frapp, owner of AZ Storage 4U, LLC located at 1628 E. Ramsey Road, Benson, AZ called Krista Dearing, Tetra Tech project manager in response to the TBD neighborhood letter he received regarding the announcement of the proposed Benson Solar facility located at the former Benson airport site.

Mr. Frapp indicated that he was very supportive of the project as he would like to see the area produce more renewable energy.

APPENDIX B

LEASE AGREEMENT AND TITLE REPORT

OPTION TO PURCHASE AGREEMENT
-AND-
PURCHASE AND SALE AGREEMENT

THIS OPTION AGREEMENT (the "Option Agreement") is made and entered into effective as of this 28th day of October, 2016 ("Execution Date"), by and between **SOUTH ALVERNON WAY, LLC**, an Arizona limited liability company (the "Seller"), and **SOVENTIX-BENSON LLC**, a Delaware Limited Liability Company, and/or its successor or assigns (the "Purchaser") (Seller and Purchaser, collectively, the "Parties").

WITNESSETH:

WHEREAS, Seller is the owner of that certain property located in Benson, County of Cochise, State of Arizona, which is described on Exhibit "A" attached hereto (the "Seller Owned Tract"); and

WHEREAS, Seller has agreed to grant to Purchaser an option to purchase the Seller Owned Tract consisting of 135.4 acres pursuant to the terms of this Option Agreement.

WHEREAS, Purchaser and Seller desire to be bound by the terms of this Purchase and Sale Agreement in the event that Purchaser exercises Purchaser's Option as set forth in the Option Agreement between the Parties executed on the date herewith.

NOW THEREFORE, Subject to the terms and conditions of this Agreement, and for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. OPTION TO PURCHASE AGREEMENT

1. Grant of Option. Seller does hereby give, grant and convey unto Purchaser the sole and exclusive right, privilege and option (hereinafter called the "Option") of purchasing, in its entirety, the Seller Owned Tract from Seller for the purchase price and on the terms and conditions hereinafter set forth.

2. Pre-Option Period and Option Earnest Money. Simultaneously with the execution of this Option Agreement, Purchaser will pay to Seller the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) (the "Pre-Option Period Payment"), to pay for a Pre-Option period of six months commencing on the Execution Date (the "Pre-Option Period"), which payment must be made at the time of execution of this Option Agreement. The Pre-Option Period Payment is to be retained by Seller and shall be non-refundable to Purchaser for any reason. Purchaser shall have the absolute right to terminate this Option Agreement on or before the expiration of the Pre-Option Period for any or no reason in Purchaser's sole discretion by providing written notice of such election to Seller 24 hours before the expiration of the Pre-Option Period. In the event that Purchaser fails to terminate this Option Agreement 24 hours before the expiration of the Pre-Option Period, then the Option Term (as defined below) will be deemed to have commenced at 12:00 AM on the day following the expiration of the Pre-Option Period (the "Option Period Commencement Date").

3V

ABG
11/15/16

3. Option Payments. Except in the event of a prior termination of this Agreement by Purchaser pursuant to its rights under Section 4(a) below, on or before five (5) business days following the Option Period Commencement Date and on each anniversary of the Option Period Commencement Date, Purchaser shall pay to Seller an Option and Access fee ("Option Fee") on an annual basis as follows:

- a. Year One Option Fee: \$30,000.00 payable in advance for the twelve (12) months commencing from the end of the Pre-Option Period as set forth in paragraph 2 of this Agreement.
- b. Year Two Option Fee: \$30,000.00 payable in advance for the twelve (12) months commencing from the end of Year One of the Option Period.
- c. Year Three Option Fee: \$40,000.00 payable in advance for the twelve (12) months commencing from the end of Year Two of the Option Period.
- d. Year Four Option Fee: \$50,000.00 payable in advance for the twelve (12) months commencing from the end of Year Three of the Option Period.
- e. Year Five Option Fee: \$60,000.00 payable in advance for the twelve (12) months commencing from the end of Year Four of the Option Period.

The annual Option Fees will be due on or before five (5) business days following each option expiration date. In the event payment of any Option Fee is not made when due, a late fee of One Hundred Dollars (\$100.00) per day will be charged for any payment made on or after six (6) business days following each option expiration date.

4. Option Term. The Option shall remain open and in full force and effect until five (5) years following the Option Period Commencement Date (said date, the "Expiration Date"; said period of time running from the Option Period Commencement Date to the Expiration Date being referred to herein as the "Option Term").

a. Notice of Termination of Option Term: If the Purchaser wishes to terminate the Option Agreement during the Option Term, Purchaser must provide written notice written mail in accordance with Section II paragraph 17 "Notices" to Seller of at least one hundred and twenty (120) days' notice before the next annual Option Fee is due.

b. Extension of Option Term: Upon written notice 120 days prior to the Expiration Date, Purchaser shall have at its sole and absolute discretion the right to extend the Option Term for two additional years and subject to the same terms provided in this Option Agreement. In the event that Purchaser elects to extend the Option Term, the Option Fee shall be as follows:

- i. Year Six Option Fee: \$70,000.00 payable in advance for the twelve (12) months commencing from the end of Year Five of the Option Period.
- ii. Year Seven Option Fee: \$80,000.00 payable in advance for the twelve (12) months commencing from the end of Year Six of the Option Period.

5. Exercise of Option. Purchaser may exercise the Option to purchase at any time during the Option Term, which Option shall be exercised by Purchaser delivering to Seller a written notice of its intention to exercise its Option granted hereunder. In the event Purchaser shall have exercised its Option granted hereunder, the purchase and sale of the Property contemplated by this Option Agreement shall be consummated in accordance with and subject to the other terms and conditions of this Option Agreement and the Purchase and Sale Agreement ("Agreement") below. In the event Purchaser shall fail to exercise this Option prior to the Expiration Date or earlier termination of the Option Term, the Initial Option Payment and any Yearly Option Payments already paid to Seller shall be the sole property of Seller and non-refundable to

Purchaser.

6. Access and Development Activities. Purchaser or its representatives may enter upon the Property at any time commencing with the Execution Date and terminating upon the Option Expiration Date, if the Purchaser does not sooner exercise the Option, for the purposes of conducting any tests, inspections, or examinations that Purchaser desires in regard to the Property, including (but not by way of limitation) such tests, inspections, or examinations as Purchaser may request including, but not limited to, the environmental conditions of the Property, the physical condition of any improvements and mechanical and electrical systems, and any other activities that Purchaser may, in its sole and absolute discretion, determine are reasonably necessary, required, or related to its effort to obtain regulatory approvals, permits, studies, amendments, or public consultations required to achieve approval for its Project, with the exception of any permanent construction on the Property, and shall have the right to keep and maintain and store any vehicle(s) or equipment or other items Purchaser deems necessary or incidental to any of the above. Purchaser shall indemnify and hold Seller harmless from any claims, actions, losses, costs, liabilities, expenses or damages resulting directly or indirectly from any tests, inspections, examinations, or any actions on the Property by Purchaser, the representatives of Purchaser. Purchaser must show proof of insurance of a value of two (2) million dollars before the execution of the Option Agreement.

7. Sale and Purchase. In the event that Purchaser shall have exercised the Option granted hereunder, then, subject to and upon the terms and conditions of this Agreement, Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller in accordance with the terms of the Purchase and Sale Agreement ("PSA") as set forth in Section II of this Agreement, which PSA shall be and become effective without any further act or signature on behalf of either party upon the exercise of the Option by Purchaser in accordance herewith. In the event Purchaser shall not exercise the Option on or before the Expiration Date or Purchaser fails to deposit any required Yearly Option Payment (on or before 5 days following written notice from Seller of such failure to deposit the Yearly Option Payment), this Agreement shall be deemed terminated and of no further force and effect and the annual Option Fee then due and owing must be paid to Seller for failure to give written notice of termination as specified above in Section 4(a), provided however that in no event shall Purchaser be obligated or required to pay to Seller any amount in excess of the Annual Option fee due and owing by reason of Purchaser's failure to terminate the Option Term in accordance with Section I, paragraph 4(a).

8. Representations. Notwithstanding the fact that Purchaser has not yet exercised the Option, Seller hereby represents and warrants to Purchaser that the covenants, representations and warranties set forth in Section II paragraph 4 of the Agreement are true, correct and complete as of the date hereof with respect to the whole of the Seller Owned Tract (i.e., for the purpose of this representation and warranty, the term "Seller Owned Tract" shall be substituted for the term "Property" in such representations and warranties as contained in Section II paragraph 4 of the Agreement).

9. Recording of Memorandum. Upon Purchaser's request the Parties shall execute a memorandum of Option Agreement sufficient to provide record notice of Purchaser's Option rights as to the Property in the public records in substantially the form as Exhibit 1, attached hereto and made a part hereof. Purchaser shall pay the costs and expense of recording of such memorandum. At such time, Purchaser and Seller shall also execute a Release of the Memorandum of Option Agreement which shall be held by Seller in escrow and which shall not be released/recorded unless and until the expiration or earlier termination of this Option Agreement.

10. Due Diligence. Purchaser shall have the right and privilege during the Pre-Option Period and, if applicable, the Option Period to enter upon the Seller Owned Tract for the purposes of conducting such reasonable due diligence as Purchaser elects.

11. Prior Agreement. The parties hereto acknowledge and agree that this Option Agreement supersedes and replaces all prior agreements between the parties. Accordingly, all signatories hereto acknowledge and agree that all prior signed option agreements shall be deemed void and of no further force or effect upon the full execution of this Option Agreement.

12. Municipal Property Taxes. Effective as of commencement of the Pre-Option Period, Purchaser shall reimburse Seller the total amount of municipal property tax due as determined by the county of Property paid by Seller during the Option Term within thirty (30) days of receipt from Seller of (a) a copy of the municipal property tax bill and (b) proof of payment of the same.

II. PURCHASE AND SALE AGREEMENT

1. PURCHASER'S OPTION. Upon the exercise by Purchaser of Purchaser's Option, this Agreement shall be and become effective without any further act on behalf of Seller or Purchaser. The effective date of this Agreement (the "Effective Date") shall be the date of Purchaser's delivery of notice to Seller of Purchaser's exercise of the Option, and each of the time periods set forth in this Agreement shall proceed from the Effective Date.

2. PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, and for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all of the following (collectively, the "Property"):

That certain real property located in the City Benson, County of Cochise, State of Arizona, as more particularly described on Exhibit "A" attached hereto and made a part hereof, including all right, title and interest of Seller, if any, in and to all adjacent streets, alleys, waterways, rightsofway, buildings, improvements, and structures, any strips or gores between the Property and adjacent properties, including all water and mineral rights, and all plants, shrubbery, trees, timber and all tenements, hereditaments, easements, access rights, and parking rights benefitting the Property.

3. PURCHASE PRICE. Subject to credits, adjustments and prorations for which provisions are hereinafter made in this Agreement, the total purchase price to be paid by Purchaser for the Property, and received and accepted by Seller, is ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000.00). The Purchase Price shall be payable at Closing by wire transfer of immediately available funds to an account designated by the Escrow Agent, where the Escrow Company will be determined by the Seller.

4. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby covenants, represents and warrants to Purchaser that the following facts are, as of the date hereof, and will be, as of the date of Closing, true and correct:

a. To Seller's knowledge, there are no violations of any governmental laws, ordinances, rules, regulations or orders relating to pollution, safety, health, building, fire or zoning in connection with the Property.

b. There are no arrangements or contractual obligations or assessments of any kind, including service or operating contracts or commitments to any third party or governmental agency that would affect or impose any obligation on the Purchaser or the Property subsequent to the Closing Date.

c. Seller is the owner of fee simple title to the Property and has full right, power and authority to execute, deliver and carry out the terms and conditions of this Agreement and all other documents to be executed and delivered by Seller pursuant to or in connection with this Agreement. All requisite resolutions, corporation or partnership, and any other consents, necessary for the consummation by Seller of the transaction herein described, have been or will before Closing be duly adopted and obtained.

d. No person or entity has any right of first refusal or option to acquire the Property. There are no parties in possession or with any possessory rights, including licenses, in respect to the Property.

e. Seller shall not, without the prior written consent of Purchaser: (i) place any encumbrance on all of any portion of the Property; (ii) terminate, modify, alter or supplement any appurtenant easement or any of the Permitted Title Exceptions; (iii) engage in any transaction out of the ordinary course of business with respect to the Property or any portion thereof; (iv) transfer, assign, convey or sell all or any portion of the Property or any interest therein; (v) enter into any agreement (or amend any existing agreement) granting to any person any rights with respect to the Property, any portion thereof or any interest therein, other than Purchaser; or (vi) enter into any tenant leases without obtaining Purchaser's written consent.

f. There is no action or proceeding pending against Seller, or, to Seller's knowledge, any part of the Property, which, if determined adversely as to the Seller, Purchaser or the Property, would have a material adverse effect on the Property, and to the best of Seller's knowledge and belief, no such action is contemplated or threatened by any party.

g. Seller has not received any written notice of and has no knowledge of the issuance of any notice in respect to a requirement by any agency of any governmental agency or by any other person or entity that the Property requires any actions, including cleanup or removal regarding any hazardous waste, hazardous material or any other substance regulated by any state or Federal environmental laws. To the best knowledge and belief of Seller, the issuance of such a notice is not threatened or contemplated by any such agency or other person or entity. To Seller's knowledge, there are no buried materials on the Property and the Property has not been used for the purposes of storing, manufacturing or dumping and does not contain any hazardous waste or hazardous substances as defined in Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended or any other environmental protection laws.

h. To Seller's knowledge, there is no existing, proposed or contemplated plan to widen, modify or realign any street or highway adjoining the Property which would affect access

thereto, or any existing proposed or contemplated eminent domain proceeding that would affect the Property in any way whatsoever.

i. Seller has no knowledge of any non-monetary restrictions or encumbrances affecting the Property which would hinder or preclude the development of the Property as a solar energy facility.

j. Except as otherwise disclosed in this Agreement, Seller has not received notice of any actions, suits or proceedings at law or in equity, or before any governmental or administrative agency, which affect or concern the Property or its ability to transfer the Property.

k. Seller is duly organized, validly existing, and in good standing under the laws of the State of Arizona, where it was formed, and is duly qualified to transact business in the State of Arizona.

l. Seller has full power and authority to execute, deliver and perform its obligations under this Agreement.

m. The individual(s) executing this Agreement on behalf of Seller has full authority to do so.

Except as set forth in this Section II paragraph 4 and otherwise in this Agreement, the Property is being sold "As-Is", "where-is".

5. ADDITIONAL DOCUMENTS AND INFORMATION. Within five (5) business days after the Effective Date of this Agreement, Seller shall deliver to Purchaser the following documents and items (the "Additional Documents and Information") to the extent in Seller's possession:

a. Copies of all surveys (including any existing survey), site plans, title reports, title insurance policies, including copies of exceptions in the title policies, environmental reports or studies, wetlands studies, engineering or similar types of reports, and architectural and engineering drawings relating to the Property, as well as copies of all information in Seller's possession addressing survey, soil, geological or environmental condition of the Property.

b. Copies of all contracts, permits, pleadings or other documents related to litigation, if any, or other agreements in Seller's possession affecting or otherwise related to the Property; copies of all real estate tax bills for the three (3) years preceding the Effective Date of this Agreement, if available; and evidence of any development entitlements and approvals applicable to the Property from the appropriate governmental authorities.

6. SELLER'S OBLIGATIONS. Between the date hereof and Closing, Seller shall have the following obligations:

a. Seller shall cooperate, at no out of pocket monetary cost to Seller, with Purchaser in obtaining any consents or other similar approvals necessary or appropriate to allow Purchaser to consummate this transaction.

b. Seller agrees to and shall execute all documents and undertake all reasonable actions, at no out of pocket monetary cost to Seller, in connection with any permitting or

authorizations related to Property, including appearing at any public meetings, if necessary, or hearings in relation thereto. Seller specifically acknowledges that local governmental authorities may require certain documents or applications related to Purchaser's development of the Property be submitted in Seller's name and Seller hereby concurs and agrees to reasonably cooperate by signing and submitting such documents as required.

7. CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE. Purchaser shall not be obligated to perform under this Agreement unless each of the following conditions shall have been fulfilled at Closing:

a. Seller shall have timely performed its obligations under this Agreement in all material respects.

b. As of the Closing Date, Seller's representations and warranties shall be true, correct and complete in all material respects.

8. DUE DILIGENCE.

a. Examination of the Property. Purchaser shall have the privilege, during the existence of this Agreement, of going upon the Property to inspect, examine, survey and make engineering, environmental, or landscaping tests or such other studies or surveys which it may deem necessary in its sole discretion regarding the Property and the development thereof. Should anyone attempt to file a lien against the Property by reason of the Purchaser's activities, the Purchaser shall have the same canceled and discharged of record within thirty (30) days after Purchaser receives notice thereof. In the event Purchaser shall fail or refuse to cancel or discharge such lien, Seller may do so at Purchaser's cost and expense. Purchaser hereby indemnifies and agrees to hold Seller harmless from and against any and all liens, liabilities, claims, actions, damages, costs, and expenses and against any and all claims for death or injury to persons or damage to properties arising out of or as a result of Purchaser's or its agents or contractors or other representatives or their employees going upon the Property pursuant to the provisions of this Paragraph or otherwise. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Agreement. Purchaser shall promptly restore the Property to its condition on the date hereof to the extent practicable after all such tests or surveys, with Purchaser's obligation so to restore to survive any termination of this Agreement. Purchaser shall also be permitted to examine all records, real estate tax assessment information and all other information pertaining to the Property which is in the possession or control of Seller.

Financing Contingency. Purchaser and Seller each acknowledge and understand that Purchaser's obligations to proceed with this transaction is contingent upon Purchaser's receipt of a final, approved and firm commitment from a lender of Purchaser's choosing at rates and terms acceptable to Purchaser in Purchaser's sole discretion (said commitment, "Loan Approval"). Purchaser agrees to diligently pursue Loan Approval. If Purchaser is unable to obtain a written Loan Approval within 60 days after Purchaser exercises the Option, and if Purchaser so notifies Seller, or Seller's attorney, in writing on said date, this this Agreement shall be null and void.

b. Utility Availability. Notwithstanding anything contained herein to the contrary, if at or prior to Closing, any utility company or governmental entity takes any action, including any moratorium, that results in the non-availability (including the lack of sufficient pressures or capacities) to the Property at Closing of any utility necessary for the development thereof, then Purchaser may terminate this Agreement, whereupon this Agreement shall be of no further force and effect.

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9. TITLE AND SURVEY.

a. Title Commitment. Within ninety (90) days after the Effective Date hereof, Purchaser shall obtain and provide to Seller an ALTA standard form of Commitment for Owner's Title Insurance listing Purchaser as the named insured (the "Title Commitment") issued by a title company of Purchaser's choosing ("Title Insurer"), setting forth the state of title to the Property and all exceptions, including easements, deed restrictions, other restrictions, rightsofway, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an Owner's Title Policy, if issued, and a certificate from the Title Insurer, indicating the amount, if any (or if none, so stating), of any real estate taxes attributable to the Property including, without limitation, taxes arising by virtue of any special use valuations affecting the Property.

b. Survey. Purchaser may, in Purchaser's discretion and at Purchaser's cost, obtain an ALTA survey of the Property (the "Survey").

c. Title Objections and Permitted Exceptions. In the event any exceptions appear in such Title Commitment or title documents or in the Survey that are unacceptable to Purchaser ("Purchaser's Objections"), then Purchaser shall notify Seller in writing of such fact on or before the expiration of the Inspection Period. Seller shall use its best efforts to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser. In addition, Seller shall be obligated to remove at or prior to Closing, all mortgages, deeds of trust or other liens or encumbrances which encumber the Property. Seller covenants and agrees that it shall not, without the prior written consent of Purchaser, permit any encumbrances to be filed against the Property following the Effective Date hereof. Purchaser reserves the right to object, on or before the Closing Date, to any new matter shown in an updated title commitment, revised survey, updated title search, or any other new matter (hereinafter, "New Matter") of title not included in the Title Commitment or not shown on the Survey at the time Purchaser delivers Purchaser's Objections to Seller. In the event that such New Matter is not cured by Seller for any or no reason, Purchaser shall be entitled to terminate this Agreement. Any exceptions to title to which Purchaser does not object on or before Closing and any matter objected to but not cured by Seller and which Purchaser elects to accept shall be deemed to be "Permitted Exceptions."

10. CLOSING. The Closing shall take place at the offices of Title Insurer, or such other location as may be determined by Seller, on a date selected by Purchaser by written notice to Seller, which date shall be on or before thirty (30) days following the date upon which Purchaser receives Loan Approval (the "Closing Date"). To the extent possible, the parties agree to cooperate to close the transaction by mail through the Title Insurer. Seller shall deliver possession of the Property to Purchaser at Closing.

a. At Closing, Seller shall deliver to Purchaser the following items, which items shall be in form and substance reasonably satisfactory to Purchaser:

i. A Warranty Deed in recordable form conveying good and marketable fee simple title to the Property, subject only to the Permitted Title Exceptions;

ii. an affidavit duly executed on behalf of Seller to the effect that Seller is not a foreign person under Section 1445(b) of the United States Internal Revenue Code;

iii. an owner's title affidavit duly executed on behalf of Seller with respect to the Property in form and substance sufficient to permit the issuance of an owner's title insurance

policy insuring Purchaser's title to the Property without exception for mechanics' liens, materialmen's liens, broker's liens or any other liens, restrictions or title exceptions other than the Permitted Title Exceptions

iv. all other documents (if any) required pursuant to other provisions of this Agreement to be executed and delivered by Seller;

v. documentation acknowledging that the individual executing this Agreement and other agreements on behalf of Seller is authorized to do so;

vi. All pro-rations shall be based on the Close of Escrow date. Closing costs shall be divided between Buyer and Seller as deemed customary in Pima County, Arizona.

vii. such other instruments and documents as may be reasonably necessary in order to carry out the Closing of the purchase and sale of the Property and to comply with the tax and other laws of the State of Connecticut and the United States of America; and

viii. Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by the Purchaser or the Title Insurer to satisfy the Seller's requirements and the "standard exceptions" as set forth in the Title Commitment.

b. Purchaser shall deliver to Seller:

i. The Purchase Price provided for in Section II paragraph 3 herein.

ii. Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by Seller or the Title Insurer.

11. COSTS PAID AT CLOSING. Seller shall pay the cost of Seller's counsel, the cost of preparing the deed, transfer tax (if any), document taxes, all charges for the preparation and recordation of any releases or instruments required to clear Seller's title for conveyance in accordance with the provisions of this Agreement, and one-half (1/2) of any Closing escrow fee charged by the Title Insurer. Purchaser will pay the cost of Purchaser's counsel, the cost of any survey or survey update, recording fees, all charges for the recordation of the instruments conveying title to the Property, and one-half (1/2) of any Closing escrow fee charged by the Title Insurer. All other costs, including the cost of an Owner's policy of title insurance shall be paid according to the custom of the locality where the Property is located.

12. PRORATIONS. All items of income and expense attributable to the Property, including all ad valorem taxes for the then current year, and other proratable items of income or expense shall be prorated at the Closing, effective as of 11:59 p.m. of the day of the Closing Date. Seller shall pay any taxes and subsequent assessments, if any, for prior years due to changes in land usage or ownership, including any rollback taxes. If the Closing Date occurs before the ad valorem tax rate is fixed for the then current year, the apportionment of taxes shall be on the basis of the tax rate for the preceding year applied to the latest assessed valuation, such proration to be adjusted following Closing upon determination of the final tax amount (after appeal if appealed).

13. CONDEMNATION. If, prior to Closing, the Property or part thereof is subject to an eminent domain or condemnation proceeding, Seller, immediately upon learning thereof, shall give written notice to Purchaser. Thereafter, Purchaser shall have a period of thirty (30) days

within which to elect, by written notice to Seller, to terminate the Agreement. In the event of such termination on or before Closing the Agreement shall become null and void. If no such election is timely made, Purchaser shall be deemed to have waived its rights under this paragraph, except that, if the transaction contemplated hereby closes, Purchaser shall be entitled to the proceeds or the right to negotiate, settle and collect the proceeds of such condemnation award, and Seller shall execute and deliver all documents reasonably requested of Seller in order to effectuate this section.

14. RISK OF LOSS. Seller assumes all risks and liability for loss, damage, destruction or injury by fire, storm, accident or any other casualty to the Property from all causes until the Closing has been consummated. In the event of any material damage or destruction prior to Closing, Purchaser shall have the option exercisable by written notice to Seller within thirty (30) days after Purchaser is notified of such casualty, to terminate this Agreement by notice thereof to Seller, in which case the parties shall have no further rights or obligations under the Agreement and, in the event of such termination on or before Closing; or Purchaser may elect to close this transaction and, in such event Purchaser shall be entitled to receive the full amount of any proceeds of such insurance payable on account of loss, damage or destruction after the date hereof and Seller shall be liable for the payment to Purchaser of all deductibles under applicable insurance policies. Seller covenants to execute such assignments, drafts and other instruments as may be required to effectuate this section.

15. REMEDIES UPON DEFAULT.

a. Seller Default. If the purchase and sale hereunder are not closed by reason of Seller's default hereunder, Purchaser shall have all rights at law or in equity, including, but not limited to, the right to (i) specific performance of this Agreement or (ii) terminate this Agreement.

16. BROKERAGE. The parties hereto acknowledge that Volk Company represents the Seller solely in this transaction. Seller agrees to pay a commission to Volk Company as follows:

(a) upon receipt by Seller of any Option Payment(s) from Purchaser, Seller shall pay a commission in an amount equal to six percent (6%) of said Option Payment(s); and

(b) if but only if, the transaction contemplated herein is closed, Seller shall expressly provide in the escrow instructions for payment of a commission to Volk Company in cash as a condition to close of escrow in an amount equal to six percent (6%) of the accepted gross sales price received by Seller from Purchaser.

Although Volk Company may perform certain ministerial acts for the Purchaser, such as showing property, preparing and conveying offers and contracts, providing information and administrative assistance, Volk Company represents the Seller only and not the Purchaser in this transaction. Purchaser hereby expressly acknowledges and agrees that (i) Volk Company shall, for all purposes hereunder or at law or in equity, be acting as the sole agent of Seller and (ii) no dual agency shall be deemed to exist or to have been created by any of Volk Company's actions, statements, warranties or representations (whether verbal or written), or by any omission thereof, so that under no circumstances shall Volk Company ever be deemed in any way to be the agent of Purchaser in connection with the sale of the Property to Purchaser pursuant to the terms and provisions of this Purchase and Sale Agreement.

17. MISCELLANEOUS.

Assignment. Purchaser shall obtain Seller's consent, which such consent shall not be unreasonably withheld, prior to assigning Purchaser's rights in this Agreement; provided, however, Purchaser may assign Purchaser's rights in this Agreement to an affiliated entity of Purchaser without the consent of Seller.

Notices. Any notice, consent, approval, waiver, and election which any party shall be required or permitted to make or give under this contract shall be in writing and shall be deemed to have been sufficiently made or given if delivered by hand, courier, telecopier, certified mail, or overnight delivery service (such as Federal Express or United Parcel Service), addressed to the respective parties at the addresses below:

TO SELLER:	South Alvernon Way, LLC C/O Mahmoud M. Vossough 6139 N. Pinchot Road Tucson, AZ 85750 [EMAIL]
With a copy to:	Volk Company Attn: Jeramy Price 2730 East Broadway Blvd., Suite 200 Tucson, AZ 85716 pricejeramy@gmail.com
TO PURCHASER:	Soventix USA, Inc. Attn: Michael Kendon 2375 E. Camelback Road, Suite 600 Phoenix, Arizona 85016 m.kendon@soventix.ca
With a copy to:	Richard Lewis Urban Thier & Federer, P.A. 595 Summer Street Stamford, CT 06901 lewis@urbanthier.com

Such notices shall be deemed received upon delivery when written and delivered by hand, by courier or by overnight delivery service. Refusal to accept, or inability to deliver because of changed address of which no written notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver.

Either party may, from time to time, change the address to which written notices shall be sent by like written notice given to the other party hereto, except that no party may change its

address to other than a street address. Any notice given that does *not* conform to this paragraph shall be effective only upon receipt and by the party receiving's consent to such notice constituting a valid notice.

Entire Agreement. This Agreement, with the exhibits attached hereto, constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered at interpreting the provisions of the Agreement.

Assignment. Unless otherwise provided in this Agreement, Purchaser shall have the right to assign its interest in this Agreement to any person or entity and who assumes all of Purchaser's obligations and liabilities under this Agreement with approval by Seller; provided, however, that no such assignment shall be effective as to Seller until an executed counterpart of the instrument of assignment has been delivered to Seller.

Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of all parties hereto.

Time of Essence. Time is of the essence of this Agreement.

Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

Counterparts and Facsimile and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of which together shall constitute a single agreement. All references herein to any Attachment, Exhibit, Schedule, or other agreement, instrument or other document are to be deemed references to such Attachment, Schedule, or other agreement, instrument, or document as the same may be amended, modified, restated, supplemented, or replaced from time to time. Each party agrees that the execution and delivery of this Agreement and any documents required for Closing by facsimile or electronically shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement and any documents required for Closing by the parties to the same extent that an original signature could be used.

Further Assurances. From and after the date of this Agreement, each of the parties shall, from time to time, at the request of the other party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things, documents and instruments as may be reasonably requested or required by either party to evidence and to give full force and effect to this Agreement and the sale and transfer of the Property contemplated hereby.

Joint Preparation. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be

construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

Gender. All words and phrases used in this Agreement, including, without limitation, all defined words and phrases, regardless of the number or gender in which used, shall be deemed to include any other number or gender as may be reasonably required by the context. If Seller is designated in this Agreement to be more than one person, then, in such event, each person so designated shall be jointly and severally liable for all duties, obligations and liabilities of Seller.

Attorneys' Fees. In the event of any default or failure by a party to perform hereunder, and if the same is referred to an attorney for enforcement or if suit is brought hereon, the non-prevailing party shall pay the prevailing party's reasonable expenses and costs incurred, including, but not limited to, reasonable attorneys' fees.

Applicable Law, Place of Performance. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located.

Survival Clause. The representations, warranties and covenants contained herein shall not merge in the deed or any other document and shall survive the Closing.

Construction. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Business Days. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Purchaser and Seller have hereunto set their hands and seals as of the dates indicated below.

SELLER:

SOUTH ALVERNON WAY, LLC

By: [Signature] (L.S.)

Name: MATTHEW J M CASSOUGH

Its: member

Date of Execution: 11/11/2016

PURCHASER:

SOVENTIX-BENSON LLC, Inc., a Delaware Limited Liability Company

By: [Signature] (L.S.)

Name: MICHAEL KENDON

Its: AUTHORIZED SIGNATORY

Date of Execution: 28 OCTOBER 2016

BROKER:

The undersigned is executing this document with regard to the provisions of Paragraph 16.

Volk Company

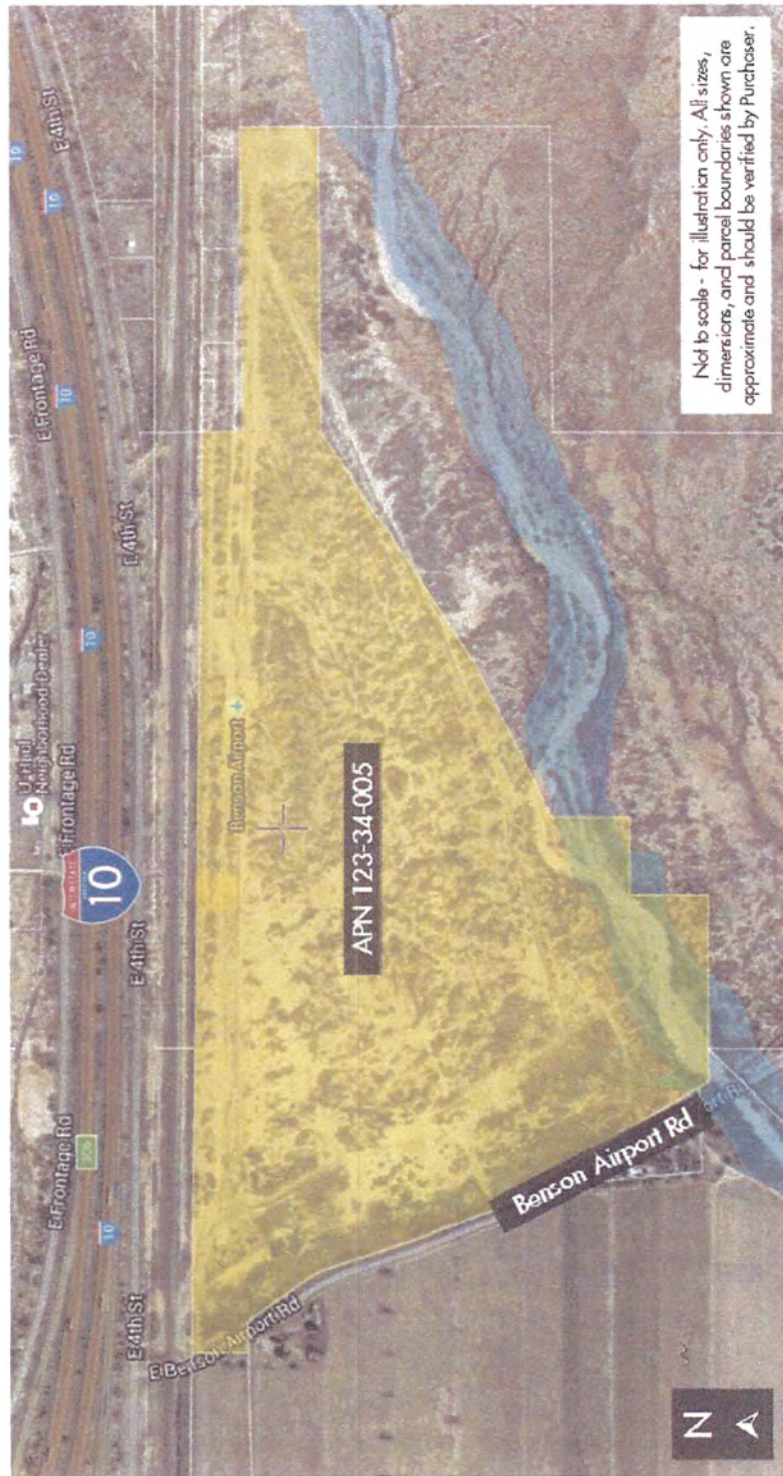
By: [Signature]

Name: RICHARD VOLK

Date: 11/15/16

[Signature]
11/15/16

Exhibit A



Milan 7 NOV. 2016

11/14/16



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Natalie Bombardieri

Authorized Signature



By:

Randy Quirk

Randy Quirk, President

Attest:

Michael Gravelle

Michael Gravelle, Secretary

Fidelity National Title Agency, Inc.

6245 E. Broadway Blvd Suite 180
Tucson, AZ 85711

SCHEDULE A

Title Officer: **Sean Barragan**
Escrow Officer: **Cochise Title Only**

Order No.: **52001346-052-52**
Reference No.: **Benson Airport**

1. Effective Date: **September 13, 2016** at 7:30 a.m.
2. Policy or Policies to be issued: Amount of Insurance:
ALTA Extended Owners Policy (6-17-06) **\$0.00**

Proposed Insured:
TO BE DETERMINED

None **\$0.00**

Proposed Insured:

None **\$0.00**

Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
A FEE
4. Title to said estate or interest in said land is at the effective date hereof [vested in:](#)
South Alvernon Way L.L.C., an Arizona limited liability company
5. The land referred to in this commitment is described as follows:
See Exhibit A attached hereto and by reference made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel I:

That portion of Section 14, Township 17 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, lying Easterly of the Pomerene Water Users Association Irrigation Canal as said Canal existed on July 15, 1946, more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 14;

Thence running West along the North section line of said Section 14, to the East side of said Pomerene Water Users Irrigation Canal as said canal existed on July 15, 1946;

Thence in a Southeasterly direction following the East side of said Canal to a point on the East section line of said Section 14 where the Canal crosses what is known as the Big Wash as said wash existed on July 15, 1946, which crosses the Southeast end of the Southeast quarter of the Northeast quarter of said Section 14;

Thence running North along the East section line of said Section 14, to the Point of Beginning.

Parcel II:

Those portions of Sections 11, 12 and 13 in Township 17 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 11;

Thence East along the South line of said Section 11 to the Southeast corner of said section;

Thence South along the West line of Section 13 to the Southwest corner of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence East along the South line of said Northwest quarter of the Southwest Quarter of the Northwest quarter of Section 13 to the Southeast corner of said Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence North along the East line of said Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 13 to the Southwest corner of the North half of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence East along the South line of said North Half of the Northeast quarter of the Southwest Quarter of the Northwest quarter of said Section 13 to the Southeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence North along the East line of said Northwest quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 13 to the Northeast corner of said Northwest quarter of the Northeast Quarter of the Southwest Quarter of the Northwest quarter of said Section 13;

Thence in a Northeasterly direction to the Northeast corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 13;

EXHIBIT A
(Continued)

Thence Northeasterly to the Southwest corner of the North half of the North half of the Northwest quarter of the Northeast quarter of said Section 13;

Thence East along the South line of said North half of the North Half of the Northwest quarter of the Northeast quarter of Section 13 to the Southeast corner of said North half of the North half of the Northwest quarter of the Northeast quarter of said Section 13;

Thence North along the East line of said Northwest quarter of the Northeast quarter of said Section 13 to the Northeast corner of said Northwest quarter of the Northeast quarter of said Section 13;

Thence West along the North line of said Section 13 to the Northwest corner of said Northwest quarter of the Northeast quarter of said Section 13;

Thence North along the East line of the Southwest quarter of Section 12, to a point in the South boundary line of the Southern Pacific Company right-of-way, as said right-of-way existed on January 20, 1948;

Thence Westerly along the South boundary line of said Southern Pacific Company right-of-way to a point on the West boundary line of the Southeast quarter of the Southeast quarter of said Section 11;

Thence South along the West line of said Southeast quarter of the Southeast quarter of said Section 11 to the Place of Beginning;

EXCEPT all oil, gas and minerals as reserved in Deed recorded in [Docket 2, page 152](#), records of Cochise County, Arizona.

NOTE: A NEW LEGAL DESCRIPTION TO BE PROVIDED PURSUANT TO REQUIREMENT NO. 5.



**SCHEDULE B – Section I
(Continued)**

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: South Alvernon Way L.L.C., an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

13. Furnish for recordation a document to correct the following:

Document to be corrected: Special Warranty Deed
Recording Date: April 03, 2009
Recording No: [09-7718](#)
Matter(s) to be corrected: A new legal description is necessary to correct any Deed overlap(s) with adjoining property owner(s).

The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.

**SCHEDULE B – Section I
(Continued)**

14. Furnish for recordation a deed as set forth below:

Type of deed: Warranty
Grantor(s): South Alvernon Way L.L.C., an Arizona limited liability company
Grantee(s): TO BE DETERMINED

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year: 2015
Tax Parcel No: 123-34-005
Total Tax: \$5,612.38
First Installment Amount: \$PAID
Second Installment Amount: \$PAID

END OF SCHEDULE B – SECTION I

SCHEDULE B – SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.
 - 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.
 - 2. Water rights, claims or title to water, whether or not disclosed by the public records.
 - 3. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
 - 4. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.
 - 5. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
 - 6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric transmission facilities
Recording No: [Book 111 of Deeds, Page 313](#)

(Parcel II)
 - 7. Matters shown on record of survey:

Recording No.: [Book 15, Page 28](#) (Surveys)

(Parcels I and II)
 - 8. Any facts, rights, interests, or claims which may exist or arise by reason of the following facts disclosed by survey, Job No. 05056-01, dated July 15, 2005 prepared by Stephen W. McLain.
 - a) utility pole in NW corner and along the north line of Parcel I
 - b) well, historical ruins and tank located in the NW corner of Parcel I
 - c) historical ruins located in the middle of Parcel II
 - d) old barbed wired fence located in the far west portion of Parcel II
 - e) dirt roads throughout Parcels I and II
 - f) deed overlap noted by surveyor in southerly most corner of subject property
(Parcels I and II)

**SCHEDULE B – Section II
(Continued)**

9. The effect of the document set forth below, which states that the Land is located within territory in the vicinity of a military airport and may be subject to increased noise and accident potential.

Recording Date: December 24, 2008

Recording No: [2008-32809](#)

(Parcels I and II)

10. Matters shown on record of survey:

Recording No.: [Book 44, Page 58](#) (Surveys)

Affects: as set forth therein

11. Matters which may be disclosed by an inspection and/or by an updated and correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

END OF SCHEDULE B – SECTION II

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



Fidelity National Title Agency, Inc.

DISCLOSURE NOTICES

Good Funds Law

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

1. Print must be ten-point type (pica) or larger.
2. Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

NOTICE:

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the “Website”), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver’s license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a “cookie” to your computer when you visit the Website. A cookie is a

small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF’s products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the

FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances (“opt out”). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF’s privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF’s headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those

instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

ATTACHMENT ONE (01-01-08)

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

- a. notice of exercising the right appears in the Public Records at the Policy Date; or

- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.

- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

- c. that result in no loss to You; or

- d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- | | |
|--|---|
| <p>1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:</p> <ul style="list-style-type: none"> a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection. <p>This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.</p> <p>2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.</p> | <p>3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.</p> <p>4. Risks:</p> <ul style="list-style-type: none"> a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28. <p>5. Failure to pay value for Your Title.</p> <p>6. Lack of a right:</p> <ul style="list-style-type: none"> a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. |
|--|---|

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

Rezoning Docket Z-18-07 (Solventix)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

Will devalue our property which is adjacent to subject property. We have owned our property for almost 10 years.

(Attach additional sheets, if necessary)

PRINT NAME(S): *Walter N. Hunt / Stronghold Property Management, LLC*

SIGNATURE(S): *[Signature]* *7/18/2018*

YOUR TAX PARCEL NUMBER: *123-31-001 2* (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Wednesday, July 25, 2018 to be included in the staff report to the Commission, and by Monday August 27, 2018 to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Robert Kirschmann at rkirschmann@cochise.az.gov. Comments received after the July 23 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the public hearing on August 8, 2018 for the Planning and Zoning Commission and September 11, 2018 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Kirschmann, Robert

From: Richard La Pierre <RLaPierre@azdot.gov>
Sent: Wednesday, July 11, 2018 2:44 PM
To: Kirschmann, Robert
Subject: RE: Rezoning Transmittal, Z-18-07 (Solventix)

Nr. Kirschmann,

ADOT South Central District has reviewed the application for the rezoning on Project Z-18-07 (Solventix) and has no concerns or issues related to this project. Thank you.

Richard La Pierre
Permits Supervisor, South Central District
520.388.4234 (office)
RLaPierre@azdot.gov



From: Kirschmann, Robert [mailto:RKirschmann@cochise.az.gov]
Sent: Monday, July 02, 2018 11:28 AM
To: Lamberton, Karen L; Murphy, Teresa; Solis, Joaquin; Garcia, Teresa M; Cratsenburg, Diane E; Amaya, Dora; mjohnson@cityofbenenson.com; kspangler@cityofbenenson.com; pfmoncada@benensonaz.gov; Capas, Carol; Orduno, Elda E; Richard La Pierre; Smith, Alexandra Z CIV USARMY USAG (US); mresor@ssvec.com; Simmons, Bradley A
Cc: Esparza, Paul; Gardner, Peter B; Coxworth, Daniel; PNZ-Commission; BOS-Supervisors
Subject: Rezoning Transmittal, Z-18-07 (Solventix)

Good afternoon,

The Applicant, Solventix, requests rezoning 135 acres south of interstate 10 to facilitate the construction of a Solar Power Plant. Since the parcels to the west of Solventix (the Oligive Farm) would potentially be situated between City of Benson Heavy Industry and Cochise County Light Industrial Districts, Staff is recommending rezoning this 202 acres as well. The area is located south of interstate 10 on East 4th Street.

Please let me know if you have any questions.

Best regards,

Robert Kirschmann

Planner II

Cochise County Community Development

Development Services Department

1415 Melody Lane, Building E

Bisbee, AZ 85603

520-432-9248

520-432-9278 fax

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Cochise County
Community Development
Highway and Floodplain Division

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INTEROFFICE MEMO

Date: July 5, 2018
To: Robert Kirschmann, Planner II
From: Teresa Murphy, Right-of-Way Agent
Subject: Z-18-07 (Solventix)

Background: The applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry). The request is to facilitate the construction of a Solar Energy Power Plant. The subject parcel totals ~ 135 acres. In addition, Cochise County Development Services proposes to also rezone ~202 acres from R-36 to LI west of the Solventix site and adjacent to the City of Benson I2 (Heavy Industry). The subject parcels, APN 123-34-005, 123-28-006, 123-27-014, 123-35-001, 123-34-003C and 123-34-003D are located near the intersection of East 4th Street and Benson Airport Road, south of I-10, Pomerene Exit. They are further described as being situated in Section 14 of Township 17 South, Range 20 East of the Gila and Salt River Meridian, in Cochise County, Arizona.

Right-of-Way Staff was contacted by Planning and Zoning to review the permit and provide comments regarding right-of-way dedication needs for County Maintained roads.

Analysis:

- Access via I-10 Pomerene Exit, to East 4th Street

Recommendation:

- Further right-of-way dedication is required for Airport Road at this time.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

From: [Couchenour, Terry E](#)
To: [Kirschmann, Robert](#); [Murphy, Teresa](#)
Subject: Benson Airport Road and parcels requesting rezoning
Date: Thursday, July 26, 2018 1:42:00 PM
Attachments: [CochiseCountyRoadDesignConstructionStandardsForCountyCollectorRoad.pdf](#)

Hello Robert,

For the parcels off of Benson Airport Road I would recommend a minimum of 80' of right-of-way (40' each side of centerline) in either fee interest or easement. The road, MaintID #73, is classified as a County Collector Road. County road construction standard detail CC013 identifies the minimum right-of-way requirement of 80'.

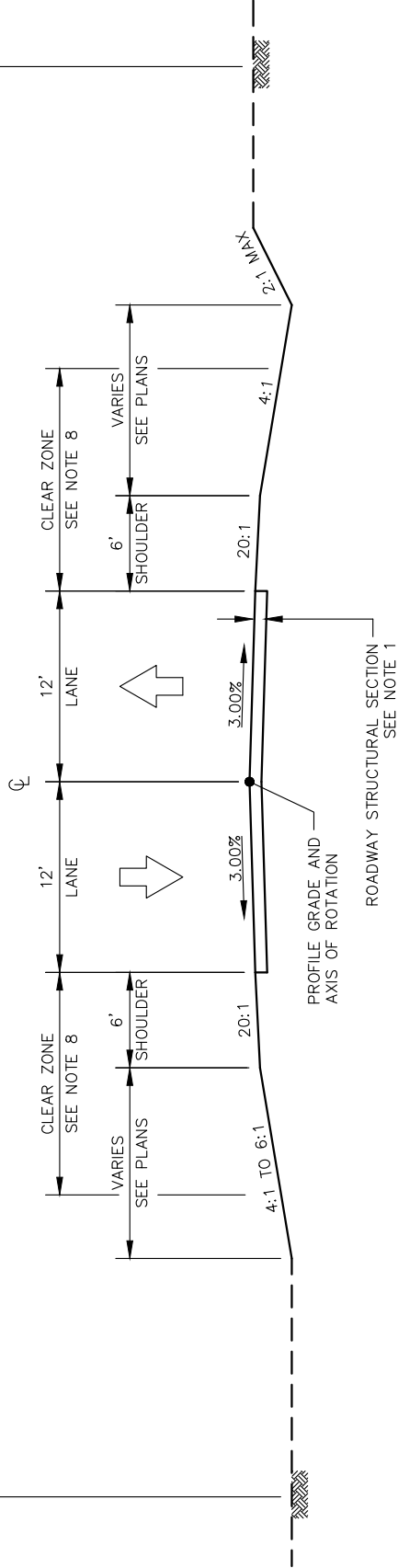
Terry Couchenour

Community Development
Highway and Floodplain Division
1415 Melody Lane, Building F
Bisbee, AZ 85603
520-432-9300 phone
520-432-9337 fax

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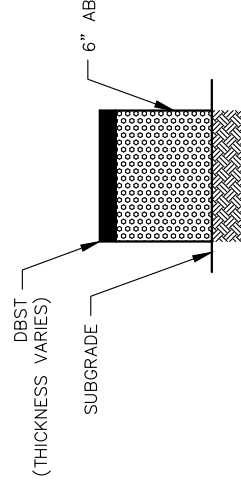
www.cochise.az.gov

80' TO 100' MINIMUM STANDARD RIGHT-OF-WAY REQUIREMENTS



NOTES:

1. DOUBLE BITUMINOUS SURFACE TREATMENT (DBST) OVER 6" MINIMUM AGGREGATE BASE (AB) OVER 6" COMPACTED NATIVE MATERIAL (SUBGRADE). ACTUAL ROADWAY STRUCTURAL SECTION TO BE DETERMINED BY GEOTECHNICAL EVALUATION, CONSISTENT WITH DETAIL CC208-2.
2. AGGREGATE BASE SHALL BE COMPACTED TO 100% OF MAXIMUM DRY DENSITY.
3. SUBGRADE PREPARATION SHALL BE A MINIMUM 6" DEPTH OF SCARIFICATION AND RE-COMPACTION OF NATIVE MATERIAL TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY REQUIRED.
4. ROADWAY EMBANKMENT SHALL BE COMPACTED TO A MINIMUM OF 90% OF MAXIMUM DRY DENSITY.
5. DRAINAGE DITCH AS REQUIRED.
6. MINIMUM R/W REQUIREMENTS 80' TO 100'; TOTAL WIDTH DETERMINED BY DRAINAGE/TOPOGRAPHY.
7. TYPICAL DESIGN ADT FOR THIS CLASSIFICATION OF ROADWAY IS BETWEEN 1,110 AND 2,600 VEHICLES PER DAY.
8. FOR CLEAR ZONE REQUIREMENTS, REFER TO THE LATEST EDITION OF THE AASHTO ROADSIDE DESIGN GUIDE (CHAPTER 3).



ROADWAY STRUCTURAL SECTION
TOTAL THICKNESS = 7" (APPROX.)



COCHISE COUNTY

HIGHWAY & FLOODPLAIN
TYPICAL SECTION

COUNTY COLLECTOR ROAD

08-22-2017

DETAIL NO.
CC013



Cochise County
Community Development
Highway and Floodplain Division

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MEMORANDUM

Date: July 12, 2018
To: Robert Kirschmann, Planner II
From: Karen L. Lamberton, AICP, County Transportation Planner
Subject: Solventix Re-Zoning/Z-18-07/Parcel #'s 123-34-005 and others.

This re-zoning request proposes to rezone approximately 337 acres along I-10 to Light Industrial (LI) zoning from residential zoning in place at this time (R-36). Currently the land is vacant, and portions of the land are within a floodplain. Access to the site is from the I-10 Pomerene exit. The City of Benson jurisdiction limits are nearby along the northern and western edges.

Transportation Analysis

Current zoning would allow for about 278 residential units with a potential average of 2,660 new vehicle trips per day. Light Industrial allows for many different uses with a wide potential range of 1,755 to 53,711 vehicle trips per day. However, the proposed use for the subject parcel, by this applicant, of 135 acres of solar power panels, typically has a short duration impact during construction and then a very minimal maintenance schedule once in place. It is expected that industrial uses at this location would not exceed that of potential residential build-out – very likely to be far less of an impact than most Light Industrial uses if built-out as intended into solar or other power generating uses.

Recommendation and Applicant Advisory Note

Re-Zonings do not, in and of themselves, create traffic impacts. Light Industrial zoning land uses could potentially have an impact on the existing transportation infrastructure in the area. However, the site's close proximity to Interstate 10 and State Highway 80 and compatibility with the general mix of commercial, light industrial and residential uses in the immediate area would not likely adversely impact traffic volumes and circulation in the area.

Transportation Planning has no objection to the re-zoning. The applicants are advised that upon permitting this use additional traffic information may be needed; coordination with the Arizona Department of Transportation and Cochise County's Highway Dept. may be needed during the construction phase (e.g. oversized loads/traffic control during construction phase/dust control during construction phase); and in some cases, in the past, bonds have been required for County maintained roadways against damage during the construction phase. Additional detail on these requirements can be found in the Commercial Permit packet/Transportation Analysis Attachment.

Highway and Floodplain
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Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
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floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

From: Michelle Johnson
To: [Kirschmann, Robert](#)
Subject: RE: Rezoning Transmittal, Z-18-07 (Solventix)
Date: Friday, July 20, 2018 9:04:56 AM

Robert,

The City of Benson has no objections to the proposed rezoning Docket Z-18-07. (If you can get them annex into Benson so we can get the construction tax and any future sales tax, we'd appreciate it. LOL)

Michelle

From: Kirschmann, Robert [mailto:RKirschmann@cochise.az.gov]
Sent: Wednesday, July 11, 2018 9:06 AM
To: Michelle Johnson
Subject: FW: Rezoning Transmittal, Z-18-07 (Solventix)

I believe I sent this to the wrong email previously.

Please confirm receipt.

Thank you,

Robert Kirschmann

Planner II
Cochise County Community Development
Development Services Department
1415 Melody Lane, Building E
Bisbee, AZ 85603
520-432-9248
520-432-9278 fax

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From: Kirschmann, Robert
Sent: Monday, July 2, 2018 11:28 AM
To: Lambertson, Karen L <KLamberton@cochise.az.gov>; Murphy, Teresa <TMurphy@cochise.az.gov>; Solis, Joaquin <JSolis@cochise.az.gov>; Garcia, Teresa M <TGarcia@cochise.az.gov>; Cratsenburg, Diane E <dcratsenburg@cochise.az.gov>; Amaya, Dora <DAmaya@cochise.az.gov>; mjohnson@cityofbenson.com; kspangler@cityofbenson.com; pfmocada@bensoaz.gov; Capas, Carol <CCapas@cochise.az.gov>; Orduno, Elda E <EOrduno@cochise.az.gov>; Richard La Pierre <RLaPierre@azdot.gov>; Smith, Alexandra Z CIV USARMY USAG (US) <alexandra.z.smith.civ@mail.mil>; mresor@ssvec.com; Simmons, Bradley A <bsimmons@cochise.az.gov>
Cc: Esparza, Paul <PEsparza@cochise.az.gov>; Gardner, Peter B <PGardner@cochise.az.gov>; Coxworth, Daniel <dcoxworth@cochise.az.gov>; PNZ-Commission

<PNZCommission@cochise.az.gov>; BOS-Supervisors <BOSSupervisors@cochise.az.gov>

Subject: Rezoning Transmittal, Z-18-07 (Solventix)

Good afternoon,

The Applicant, Solventix, requests rezoning 135 acres south of interstate 10 to facilitate the construction of a Solar Power Plant. Since the parcels to the west of Solventix (the Oligive Farm) would potentially be situated between City of Benson Heavy Industry and Cochise County Light Industrial Districts, Staff is recommending rezoning this 202 acres as well. The area is located south of interstate 10 on East 4th Street.

Please let me know if you have any questions.

Best regards,

Robert Kirschmann

Planner II

Cochise County Community Development

Development Services Department

1415 Melody Lane, Building E

Bisbee, AZ 85603

520-432-9248

520-432-9278 fax

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Sulphur Springs Valley Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

REVIEW

To: Robert Kirschmann Planner II-Cochise county Community Development
From: Ruth Bigelow-Right of Way Agent
Date: July 13, 2018
Re: Z-18-07 (Solventix) Rezone-East 4th Street and Benson Airport Road

- o SSVEC has no concerns regarding the rezoning of this property

If you have any questions concerning this review please contact me at 520-384-5513 or rbigelow@ssvec.com

P&Z Agenda Template

7. 1.

Meeting Date: 08/08/2018

Work Session - Subdivision Regulation Updates

Submitted By: Peter Gardner, Community Development

Department: Community Development

Presentation: No A/V Presentation

Division: Development Services

NAME Peter Gardner

of PRESENTER:

TITLE Planner II

of PRESENTER:

Agenda Item Text:

Work Session to discuss possible changes to the Subdivision Regulations.

Background:

Potential changes to the Subdivision Regulations include eliminating the Minor Expedited Subdivision option, limiting density bonuses, extending terms of Assurance Agreements, and removing the requirement for Board approval of Tentative Plats. Clerical changes are also included. The attached document has areas proposed to be changed highlighted, with deletions also noted with strikethrough.

Attachments

Subdivision Regs Annotated

COCHISE COUNTY

SUBDIVISION REGULATIONS

Adopted 12/18/1974

Re-adopted June 22, 2004, Resolution 04-41

Revised January 5, 2007, Resolution 06-127

Revised April 18, 2008, Resolution 08-20

Revised June 20, 2008, Resolution 08-45

Revised December 6, 2016, Ordinance 16-06

TABLE OF CONTENTS

ARTICLE 1 TITLE, PURPOSE, SUBDIVISION DEFINITION, VIOLATIONS5

101 SHORT TITLE 5

102 PURPOSE 5

103 COMMISSION AND BOARD OF SUPERVISORS REVIEW 5

104 COMPLIANCE WITH ARIZONA REVISED STATUTES/DEFINITION OF A SUBDIVIDER AND SUBDIVISION..... 6

105 REQUIREMENTS FOR SUBDIVIDING 7

106 ACTING IN CONCERT, ADVERTISING, COMMON PROMOTIONAL PLAN 7

107 PENALTIES FOR VIOLATION OF THE SUBDIVISION REGULATIONS..... 8

ARTICLE 2 TENTATIVE PLAT: SUBMITTALS AND REVIEW10

201 PURPOSE 10

202 SUMMARY OF TENTATIVE PLAT SUBMITTALS AND REVIEW SCHEDULE 10

203 TENTATIVE PLAT SUBMITTALS 11

 203.01 *Informal Pre-tentative Plat Meeting* 11

 203.02 *Tentative Plat Submittal Meeting* 11

 203.03 *Tentative Plat Submittal Requirements*..... 11

 203.04 *Letter of Intent* 14

 203.05 *Related Exhibits/Other Submittals* 15

204 TENTATIVE PLAT REVIEW..... 15

 204.01 *Composition and Duties of Subdivision Committee*..... 15

 204.02 *Transmittal List*..... 16

 204.03 *Commission Action on the Tentative Plat*..... 17

 204.04 *Commission Action on Waivers* 17

205 BOARD REVIEW OF THE TENTATIVE PLAT AND WAIVERS 18

206 FINAL PLAT REVIEW 18

207 WAIVERS 18

208 EFFECTIVE PERIOD OF TENTATIVE PLAT AND PLAT EXTENSIONS..... 18

ARTICLE 3 FINAL PLAT: SUBMITTALS AND REVIEW PROCESS 19

301 PURPOSE 19

302 SUBSTANTIAL CONFORMANCE WITH TENTATIVE PLAT 19

303 FINAL PLAT SUBMITTAL..... 20

 303.01 *Final Plat Submittal Meeting*..... 20

 303.02 *Final Plat Submittal Requirements*..... 20

 303.03 *Certificates and Acknowledgments*..... 23

 303.04 *Related Submittals, Reports and Exhibits*..... 24

304 FINAL PLAT REVIEW 25

 304.01 *Staff and Agency Review*..... 25

 304.02 *Board of Supervisors Review and Action* 25

305 APPEALS 25

306 MINOR FINAL PLAT AMENDMENTS – COMBINATION OF LOTS 25

307 CHANGES OTHER THAN MINOR AMENDMENTS..... 26

308 ABANDONMENT BY THE PROPERTY OWNER OR COUNTY..... 26

ARTICLE 4 GENERAL REQUIREMENTS28

401 PURPOSE 28

402 SUBDIVISIONS IN ADOPTED PLANS 28

403 CONTIGUOUS PROPERTY UNDER SAME OWNERSHIP/CONTINUATION OF PUBLIC ACCESS..... 28

COCHISE COUNTY SUBDIVISION REGULATIONS

404	ON-SITE AND OFF-SITE IMPROVEMENTS AND IMPROVEMENT PLAN CERTIFICATION	28
404.01	<i>Improvement Plan Certification</i>	28
404.02	<i>On-site Improvements</i>	29
404.03	<i>Off-site Improvements</i>	29
405	STREETS AND CIRCULATION	30
405.01	<i>Traffic Analysis</i>	30
405.02	<i>Road Improvements Standards</i>	30
405.03	<i>Circulation and Layout</i>	30
405.04	<i>Sidewalks, Curbs and Gutters and Other Access</i>	31
405.05	<i>Private Streets and Drainageways</i>	31
405.06	<i>Required Road, and Regulatory Sign and Markings</i>	32
405.07	<i>Road Names and Addresses</i>	32
406	STREET LIGHTING	32
407	HYDROLOGY AND HYDRAULIC REQUIREMENTS	32
408	HEALTH REQUIREMENTS	32
408.01	<i>Sewage Disposal</i>	32
408.02	<i>Water Distribution Systems</i>	33
408.03	<i>Water Adequacy</i>	33
409	UTILITIES	34
410	SCREENING, FENCING AND CATTLE GUARDS	34
411	FIRE PROTECTION	34
411.01	<i>Fire Protection Requirements</i>	34
411.02	<i>Emergency Vehicle Access Requirements/Gated Communities</i>	35
411.03	<i>Subdivisions Not Within A Fire Protection Service Area</i>	35
412	WATER CONSERVATION	36
412.01	<i>General</i>	36
412.02	<i>Landscaping</i>	36
412.03	<i>Common Use Buildings</i>	36
413	LAND CLEARING	36
414	LOTS	37
415	LOT CORNER STAKING AND MONUMENT IMPROVEMENTS	37
416	MAINTENANCE OF COMMON AREAS	37
417	REQUIREMENTS FOR COVENANTS, CONDITIONS AND RESTRICTIONS	37
418	PHASING	38
419	IMPROVEMENT PLANS	38
ARTICLE 5	LOT SALES, IMPROVEMENT SECURITY AND INSPECTIONS	39
501	SECURING SUBDIVISION IMPROVEMENTS	39
501.01	<i>Assurance Agreement</i>	39
501.02	<i>Surety (Performance) Bond, Irrevocable Letter of Credit, Cash or Certified Check</i>	40
501.03	<i>Other Methods of Security</i>	40
502	CONSTRUCTION AND INSPECTIONS OF IMPROVEMENTS	41
ARTICLE 6	ALTERNATIVE RESIDENTIAL SUBDIVISION OPTIONS	42
601	PURPOSE AND APPLICATION	42
602	MINOR EXPEDITED RESIDENTIAL SUBDIVISIONS	42
602.01	<i>Purpose</i>	42
602.02	<i>Description of a Minor Expedited Residential Subdivision</i>	42
602.03	<i>Density Bonus For Minor Expedited Residential Subdivisions</i>	42
602.04	<i>Exceptions to the General Submittal, Review Procedures and Requirements</i>	42
603	RESIDENTIAL CONSERVATION SUBDIVISIONS	44

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COCHISE COUNTY SUBDIVISION REGULATIONS

603.01	Purpose of a Residential Conservation Subdivision	44
603.02	Description of a Residential Conservation Subdivision	44
603.03	Density Bonus	44
603.04	Conservation Area Definition and Design.....	44
603.05	Exceptions/Additions to the General Submittal, Review Procedures and Requirements	45
ARTICLE 7	DEFINITIONS	49
701	GENERAL RULES	49
702	DEFINITIONS	49
ARTICLE 8	ADOPTION OF ORDINANCE AND SEVERABILITY	51
801	APPLICATION	51
802	APPROVAL REQUIRED	51
803	ZONING	51
804	SEVERABILITY	51
805	CONFLICTING PROVISIONS REPEALED.....	51
806	AMENDING THE REGULATIONS	51
807	EFFECTIVE DATE	51

County Subdivision Regulations

Article 1 Title, Purpose, Subdivision Definition, Violations

101 Short Title

This Ordinance may be cited as the *Cochise County Subdivision Regulations*.

102 Purpose

In conformance with the County Comprehensive Plan, the Subdivision Regulations are hereby approved and adopted to achieve the following:

- A. Protect the health, safety, convenience, and general welfare of the citizens of the County.
- B. Provide for the orderly growth and harmonious development of the County.
- C. Require that land be conveyed with an accurate legal description.
- D. Establish procedures and standards for all subdivisions.
- E. Provide adequate traffic circulation, streets, utilities, waste water treatment, drainage, fire and flood protection, schools, recreation areas and other facilities and services needed or desired by the community in the most cost-effective manner, with the cost being borne by those benefited.
- F. Result in individual lots of reasonable utility and livability and to promote neighborhood stability and protection of property values.
- G. Promote conservation of those areas with unique natural features and scenic qualities and provide residents with access to these areas.
- H. Promote water recharge and clean air.
- I. Provide greater design flexibility and efficiency for services and infrastructure including design methods that reduce the length of streets, thus reducing the amount of improved surface and length of utility runs.
- J. Encourage well-planned subdivisions by establishing environmentally adequate standards for design and improvement.
- K. Provide viable, innovative, cost-effective, voluntary development alternatives.

103 Commission and Board of Supervisors Review

A subdivision tentative or final plat shall only be approved by the Commission **and** Board of Supervisors if the proposed subdivision:

- A. Is in accordance with applicable Zoning and Subdivision Regulations.
- B. Is in general conformance with the Comprehensive Plan and other applicable adopted plans.
- C. Is designed to be harmonious with the terrain and surrounding area with due regard shown for significant natural features such as trees or other significant vegetated areas, water recharge areas and washes, views, historical and archaeological sites and similar community assets.
- D. Has adequate public access and minimizes traffic conflict on arterial and county collector streets.
- E. Has subdivision streets that are coordinated with existing and planned streets and access is reserved for future development of nearby properties.
- F. Has a demonstrated sufficient supply of potable water that does not result in an unreasonable depreciation of an existing water supply.
- G. Would not create water pollution.
- H. Has an adequate sewage disposal system.
- I. Is designed to include reasonable methods to minimize water use.

- J. Is designed to include adequate methods to control dust during construction and control accelerated run-off, off-site erosion and to conserve water.
- K. Has adequate fire protection.
- L. Would not result in an unreasonable burden on the ability of County or other local governments or public service agencies to provide for streets, water, sewage, fire, police, hospital, solid waste, education, housing, recreation, and other services.
- M. Is designed to include safety factors to address flooding, poor drainage, steep slopes, rock formations or other features likely to be harmful to the public health, safety, convenience, or general welfare.
- N. Is designed with due regard for natural, historic and cultural resources.
- O. Has screening or buffering from incompatible existing commercial or industrial uses bordering the subdivision.
- P. Has provided adequate securities to ensure completion of subdivision on-site and off-site improvements.
- Q. Is not subject to liens for delinquent taxes.

104 Compliance with Arizona Revised Statutes/Definition of a Subdivider and Subdivision

Terms used in this Article are intended to have the same meanings as established by State Law in Arizona Revised Statutes (A.R.S.) Title 32, Chapter 20, Article 1 and will be deemed to be amended by any changes in that State Law.

- A. "Subdivider" means any person who offers for sale or lease six or more lots, parcels or fractional interests in a subdivision or who causes land to be subdivided into a subdivision for the subdivider or for others, or who undertakes to develop a subdivision, but does not include a public agency or officer authorized by law to create subdivisions. This includes a person who offers for sale or lease six or more lots, parcels or fractional interests in a previously platted subdivision which does not include all roads, utilities and other improvements required by these regulations.
- B. "Subdivision" or "subdivided lands" means improved or unimproved land or lands divided or proposed to be divided for the purpose of sale or lease, whether immediate or future, into six or more lots, parcels or fractional interests. Subdivision or subdivided lands include a stock cooperative and include lands divided or proposed to be divided as part of a common promotional plan. This paragraph shall not apply to leasehold offerings of one year or less or to the division or proposed division of land located in the state of Arizona into lots or parcels each of which is, or will be, thirty-six acres or more in area including to the center line of dedicated streets or easements, if any, contiguous to the lot or parcel and provided further that this definition shall not be deemed to include the leasing of agricultural lands, or of apartments, offices, stores, hotels, motels, pads or similar space within an apartment building, industrial building, rental recreational vehicle community, rental manufactured home community, rental mobile home park or commercial building, except that residential condominiums as defined in A.R.S. Title 33, Chapter 9 shall be included in this definition, nor shall this definition include the subdivision into or development of parcels, plots or fractional portions within the boundaries of a cemetery that has been formed and approved pursuant to this chapter.

C. The following are exempt under these regulations:

1. The sale or lease in bulk of six (6) or more lots, parcels, or fractional interests to one buyer in one transaction is exempt only if the entire inventory of parcels owned by the seller is sold in one transaction.
2. The sale or lease of lots or parcels located in a single platted subdivision by a subdivider if:

- (a) A valid public report has been issued within the past two (2) years by the Arizona Department of Real Estate on the subdivision lots or parcels; and
- (b) The subdivision meets all current requirements otherwise required of a subdivision under these regulations; and
- (c) The method of sale or lease of lots or parcels meets all current requirements under Arizona law; and
- (d) The lots or parcels are included on a recorded subdivision plat that has been approved by the county; and
- (e) All streets and roads within the subdivision, all utilities to the lots or parcels being offered for sale or lease and all other required improvements within the subdivision, other than a residence to be built, are complete, paid for and free of any blanket encumbrances; or the streets, utilities or other improvements are not complete, but the completion of all such improvements is assured as required by Article 5 of these Regulations.

D. All non-exempt sales of subdivision land by a subdivider shall be subject to these rules.

105 Requirements for Subdividing

- A. No plat of a subdivision of land within the area of jurisdiction of Cochise County shall be accepted for recording or recorded until it has been approved by the Board of Supervisors.
- B. Any person causing a final plat to be recorded without first submitting the plat and obtaining approval of the board is guilty of a class 2 misdemeanor.
- C. No person, firm, corporation, or other legal entity who is a subdivider shall sell, offer to sell, or divide any lot, piece, or parcel of land in a subdivision or part thereof, unless that land is designated on a final plat recorded in accordance with these Subdivision Regulations, and all the conditions of these Regulations have been met. Any use or development of property contrary to the provisions of these Regulations shall be unlawful, against the public health, safety, convenience and general welfare, and a public nuisance.
- D. A subdivider shall not sell or lease or offer for sale or lease subdivision land until the subdivider has fulfilled all of the conditions of these regulations, including the installation of all necessary site improvements unless the property is exempt from any additional requirements imposed by these regulations as the result of meeting each of the conditions of Section 104.C above or there is a vested right to continue to develop and sell the subject property.

106 Acting in Concert, Advertising, Common Promotional Plan

- A. "Acting in concert" means evidence of collaborating to pursue a concerted plan.
- B. "Advertising" means the attempt by publication, dissemination, exhibition, solicitation or circulation, oral or written, or for broadcast on radio or television or other electronic media to induce directly or indirectly any person to enter into any obligation or acquire any title or interest in lands subject to the provisions of this chapter including the land sales contract to be used and any photographs, drawings or artist's presentations of physical conditions or facilities existing or to exist on the property.
- C. "Common promotional plan" means a plan, undertaken by a person or a group of persons acting in concert, to offer lots for sale or lease. If the land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated or advertised as a common unit or by a common name, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan. Separate subdividers selling lots or parcels in

separately platted subdivisions within a master planned community shall not be deemed to be offering their combined lots for sale or lease as part of a common promotional plan.

107 Penalties for Violation of the Subdivision Regulations

- A. **Penalties:** Upon submittal of a complaint that a parcel of land is being subdivided or that subdivision land is being sold in violation of this ordinance, the Planning Director shall determine if a person(s), firm, corporation, or other legal entity alone or in concert acted to divide a parcel of land or sell subdivision lots either on their own initiative or by using a series of owners or conveyances or common promotional plan or by any other method that ultimately resulted in the division of the lands into a subdivision. Upon determination that an illegal subdivision has been created, as soon as the first lot is offered for sale, the Planning Director shall:
1. Provide findings to the Arizona Department of Real Estate.
 2. Prepare and record with the Cochise County Recorder a "Notice of Violation" that specifically identifies any lot or lots for which building permits would not be issued under this rule as a result of the failure to comply with the requirements of these regulations or the creation of any unauthorized lots.
 3. Ensure that no building permit shall be issued for the erection or use of any structure in a subdivision unless that subdivision conforms with these regulations; the property is exempted from these regulations as result of meeting each of the conditions of Section 104.C; there is a vested* right to continue to develop and sell property in the subdivision; or the applicant is an owner of one or more lots in a subdivision created on or before January 1, 1975, is not a "subdivider" or operating under a common promotional plan with a subdivider and the property is not subject to any "Notice of Violation". (*Note: For purposes of these regulations there is a vested right to continue to develop or sell a subdivision that was approved on or after January 1, 1975, and that has been or is being developed in conformance with these regulations.)
 4. Revoke any previously issued permits based upon misrepresentation of the status of the subdivision.
- B. **Legal Procedures:** The Office of the County Attorney shall upon order of the Board of Supervisors, or may on its own initiative, immediately commence all necessary actions or proceedings and shall take such other lawful steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate, enjoin and restrain any person, firm, or corporation from setting up, developing, erecting, building, moving, or maintaining any such building or using any property contrary to the provisions of these Subdivision Regulations, or otherwise violating same.
1. Any person, firm, corporation, or other legal entity who violates any provision of these Subdivision Regulations shall be guilty of a Class 2 misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than the amount set forth by law for such offenses or by imprisonment in the County Jail for a period set forth by law, or by both such fine and imprisonment.
 2. Each day that a violation is permitted to exist shall constitute a separate offense. The imposition of any sentence shall not exempt the offender from compliance with the requirements of these Subdivision Regulations.
 3. All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility of correcting prohibited conditions. In addition to other remedies provided in this Article, any adjacent or neighboring property

COCHISE COUNTY SUBDIVISION REGULATIONS

owner who shall be especially damaged by violations of any provision of these Subdivision Regulations may institute against a subdivider, in addition to other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent, abate or remove such unlawful erection, construction, or use of the subject property.

Article 2 Tentative Plat: Submittals and Review

201 Purpose

The purpose of this Article is to describe the tentative plat procedures common to all subdivision options unless otherwise specified in subsequent articles.

202 Summary of Tentative Plat Submittals and Review Schedule

* Submittals	Approximate Review Schedule
Submittal of a concept plan is recommended at the pre-tentative plat meeting	Informal pre-tentative plat meeting-scheduled within approximately 1 week of an applicant's request
<p>Tentative Plat Application</p> <ul style="list-style-type: none"> ▪ Tentative Plat – 15 copies: 24” x 36” (Folded to 8.5 by 11”) & 1 copy: 11” x 17” (Subsequent reviews of revised plats require one 11” x 17 “ version and as many full-size copies determined necessary) ▪ Tentative Plat Fee & Health Department Fee ▪ Letter of Intent including justification of waivers ▪ Hydrology and Hydraulic Report ▪ Copy of Application to State Department of Water Resources for Determination of Water Adequacy ▪ Traffic Analysis (see 405.01) <p><u>Recommended at Tentative Plat, Required at Final Plat</u></p> <ul style="list-style-type: none"> ▪ Draft covenants, conditions and restrictions and homeowners’ association bylaws, if any ▪ Maintenance plan for common areas, if any ▪ Boundary Closures and line table ▪ Method of ensuring improvements 	<p>The initial review by the Subdivision Committee takes approximately 6 weeks and is comprised of the following steps.</p> <ol style="list-style-type: none"> 1. Submittal Meeting with Planning Staff to determine if application is complete. If complete: 2. Within 1 week: Planning Department will transmit the application for review to the Subdivision Committee 3. Within 3 weeks: A staff only Subdivision Committee Meeting will be held 4. Within 5 weeks: written comments will be provided 5. Within 6 weeks: a Subdivision Committee meeting with the applicant will be held 6. The time frame of subsequent reviews is as needed depending on the complexity of the revisions 7. When the Subdivision Committee finds that all applicable requirements are satisfactorily met, the plat shall be set for action at the next scheduled Commission meeting if all required materials are received at least fifteen (15) working days in advance

* Summary only, review details in sections that follow

203 Tentative Plat Submittals

203.01 Informal Pre-tentative Plat Meeting

A preliminary meeting with the Subdivision Committee (see Section 204.01) is required. The purpose of this preliminary meeting is to discuss design alternatives and to provide the applicant with as much information as possible prior to investing money in the formal tentative and final plat submittals. Reaching a clear understanding of the overall subdivision concept before preparation of the tentative plat while plans are still flexible is an important step for the County and the subdivider. Providing a concept plan and preliminary information one week before the meeting is recommended. The subdivider and County should be prepared to discuss the items listed below.

- A. Layout of lots.
- B. Floodplain, setbacks from washes and any construction or alterations occurring in the floodplain.
- C. Adjacent development.
- D. Streets
- E. Proposed width and surface of internal streets and whether the streets are public or private.
- F. Provision for existing and future circulation and road dedication within and in the adjacent area.
- G. Purpose and design of common areas if any.
- H. Width, status, and surface of the streets providing access to the property.
- I. Subdivision impacts on off-site resources such as roads.
- J. Extent of traffic analysis needed.
- K. Provisions for fire protection and how the impact on the fire district (if one exists) will be addressed.
- L. Provisions for water and wastewater treatment.
- M. Water conservation measures to minimize increased water use.

203.02 Tentative Plat Submittal Meeting

The applicant shall schedule an appointment with the Planning Department to submit tentative plat applications. An incomplete application will not be processed. The Planning Department representative shall determine if a submittal is complete at the submittal meeting. A complete application must have all of the requirements listed in this Article.

203.03 Tentative Plat Submittal Requirements

- A. The tentative plat submittal shall include:
 1. Fifteen (15) copies of the tentative plat that are 24 by 36 inches in size and folded to 8.5 by 11 inches in size.
 2. One (1) 11 by 17 inch reduced version.

Subsequent revisions shall include one (1) 11 by 17 inch reduced version and additional full copies as needed.

- B. The following information shall be clearly and legibly drawn on the tentative plat at a scale of 1" = 40', 1"=50', 1"=100', or 1"=200' as necessary to show all required details.
 1. Show on sheet number one only:
 - a. Metes and bounds legal description of all property being subdivided and parcel numbers.
 - b. Key maps showing:

COCHISE COUNTY SUBDIVISION REGULATIONS

- i. Location of the subdivision within the context of the surrounding area and major roads.
 - ii. The relationship of the sheets when the plat consists of two (2) or more sheets.
 - c. All applicable standard notes listed below and other notes required by the Subdivision Committee.
 - i. This subdivision has private streets that are not maintained by Cochise County.
 - ii. The minimum floor elevations including basements shall be (#) inches above the highest natural ground 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 Hydrology and Hydraulic study prepared for this subdivision and on file with the Cochise County Highway and Floodplain Department.
 - iii. Existing platted streets not incorporated into the subdivision shall be abandoned separately through the Board of Supervisor's abandonment process.
 - iv. Individual sewage disposal systems are proposed (septic tank and leach field). Prior to building permit issuance, individual percolation or soil evaluations will be required for all lots. A minimum one-hundred (100) foot setback is required from all wells and fifty (50) feet from all lot lines.
 - v. If sewage disposal systems other than conventional leach field systems are required, Arizona Department of Environmental Quality (ADEQ) approval is required prior to construction of the system.
 - vi. Dust and erosion control measures shall be employed during and post-construction and shall comply with the *Cochise County Land Clearing Ordinance*.
 - vii. It is the subdivider's responsibility to obtain any additional State or Federal permits.
 - viii. Zoning is _____ and shall remain.
 - ix. The length in miles of streets.
 - d. Name of the Subdivision and Subdivider and property owner if different.
 - e. Name, registration number, seal, and signature of a professional land surveyor registered to practice in the State of Arizona.
 - f. Date of plat (updated on subsequent revisions and noted as 2nd Revised Plat, etc.)
2. Scale and north arrow on all pages.
3. Streets:
 - a. Locations and widths of proposed streets, and other rights-of-way.
 - b. Road cross-sections for all types of proposed streets in accordance with the applicable standard in the *Cochise County Road Construction Standards and Specifications for Public Improvements*.

- c. Sight distance triangles at all road intersections.
6. Boundaries of all areas subject to inundation or storm water overflow. Erosion setbacks and one-hundred (100) year floodplain limits to be depicted.
7. Existing topographical contours for every two (2) vertical feet change unless otherwise noted in these regulations.
8. Area to be cleared. Clearing cannot occur until the improvement plans are substantially approved.
9. Street layout designed to control accelerated run-off and off-site erosion.
10. Washes identified as significant in the *Upper San Pedro Partnership Hydrologic Protection Areas Final Report* or any applicable County Land-Use Plans.
11. Existing easements including recording data and proposed easements and their purpose.
12. Phasing, with each phase designed to stand alone in the event other phases are not completed.
13. Lots and boundary lines including:
 - a. Approximate lot lines with a depiction of a typical and minimum lot.
 - b. Proposed use of each lot.
 - c. Typical lot depicting wash setbacks, buildable areas and defensible space setbacks, if applicable.
 - d. Boundary lines, distances and bearings for subdivision boundaries.
 - e. Drainageways and detention basins.
14. Existing structures, walls, ponds, tanks, wells, irrigation canals, laterals, ditches and dikes, streets, paths, trails and utilities denoting whether these items are to remain, be altered or removed.
15. Common areas reserved or dedicated for parks, schools or other public uses, including private streets and conservation areas.
16. Profile of the fencing and gating to be used if the subdivision is a gated community and a note on how access will be provided for emergency vehicles.
17. Location and design of community mail boxes with pullout for vehicle parking for mail pickup if proposed.
18. Location of fire hydrants, water tanks or other requirements for fire protection.
19. Area and number of tracts, if any, to be excluded from the proposed subdivision and their proposed use.
20. Adjacent zoning district classifications, subdivisions with recordation reference, parcels and nearby streets.
21. ~~Wherever individual sewage disposal systems are proposed, provision of the locations and dates of soil percolation tests or soil evaluations for a minimum 1/3 of the lots along with a tabulated list of such tests and evaluations.~~

22. Depiction of other natural features such as significant vegetated areas, water recharge areas and washes, views, historical and archaeological sites and similar community assets that should be taken into account during design.
23. Other notes in support of proposed covenants, conditions and restrictions such as building envelopes, landscaping restrictions and restrictions to certain types of structures and lot sizes.
24. Any other items as required by law or as required by the Subdivision Committee.

203.04 Letter of Intent

A written letter of intent to subdivide must be submitted with the tentative plat. This letter must include the following information and certifications.

- A. Date of submittal.
- B. Name and address of each person having an interest in the proposed subdivision and the extent of such interest.
- C. Name, phone number, and E-mail address of contact person.
- D. Notarized letter of agency from the owner if the project representative is not the owner.
- E. Metes and bounds legal description and general location of the proposed subdivision, distance to the nearest incorporated town and a sufficient description of existing landmarks and boundaries to locate and field inspect the proposed subdivision by vehicle.
- F. Parcel numbers and working name of the proposed subdivision.
- G. Total area in acres and number of lots in the proposed subdivision and typical and minimum lot sizes.
- H. Reference by book, page, and date of recordation of any previous plats.
- I. Utilities and services:
 1. Description of the utility service areas which serve the subdivision.
 2. Description of medical facilities, elementary and high schools and public transportation available to the subdivision.
- J. Nature of off-site and on-site improvements proposed to be constructed by the subdivider including:
 1. Description of how improvements will be guaranteed.
 2. Description of the existing legal and physical access to the site.
 3. Statement as to whether private streets are proposed and how they will be maintained.
- K. Statement as to whether the community will be gated and how access will be provided for emergency services.
- L. Description of any special districts in which the proposed subdivision is located.
- M. Description of the zoning district classifications in which the proposed subdivision is located along with a statement that all applicable Cochise County Zoning Regulations shall be satisfied within the proposed subdivision.
- N. Statement that the proposed subdivision is intended to meet the minimum Cochise County standards or identification of any waivers that are anticipated. Provide a technical justification for any waivers from the provisions of these Subdivision Regulations or any other applicable County regulations.
- O. Statement of what provisions will be made for fencing the subdivision to preclude livestock from roaming within the subdivision and on public streets, if any.
- P. Description of dust control measures to be used during construction.
- Q. Description of water conservation measures to be employed in the subdivision.
- R. Statement as to whether all or any portion of the subdivision is located in the vicinity of a military airport (ARS § 28-8461) or in a high noise or accident potential zone (§28-8461) or in the vicinity of a public airport (§28-8486).
- S. Statement as to whether the subdivision is in a designated PM10 area (particulate matter of 10 microns or less).

203.05 Related Exhibits/Other Submittals

In addition to the Tentative Plat and letter of intent, the following submittals are required to complete the application.

- A. Check made payable to the Cochise County Treasurer for the tentative plat processing fee in the amount as set forth in the adopted Planning and Zoning Fee Schedule.
- B. Check made payable to the Cochise County Treasurer for the Health Department review fees in the amount as set forth in the adopted Health Department Fee Schedule.
- C. Unless otherwise stipulated in these regulations or agreed upon with the County Subdivision Committee, a traffic analysis report prepared by a professional civil engineer registered to practice in the State of Arizona shall be required, addressing at a minimum the criteria in Section 405.01 and any other criteria the Planning Director and County Engineer determine necessary to identify the type and extent of road improvements.
- D. A Hydrology and Hydraulic Report in accordance with *Floodplain Regulations for Cochise County* requirements unless otherwise specified in these regulations.
- E. Copy of the application submitted to the Arizona Department of Water Resources to determine water adequacy.
- F. Copy of the instrument to be used to maintain common areas is recommended to be submitted as part of the tentative plat submittal. A homeowners' association is required for maintenance of conservation areas, private roads and other private improvements unless some other entity acceptable to the County is proposed.
- G. Copy of all proposed instruments creating covenants, restrictions, reservations, easements, owners' association, or other conditions, if any, is recommended to be submitted as part of the tentative plat submittal.
- H. Copies of required 401, 404, NPDES, Intent to Clear and other required Federal and State permits or applications.
- I. Preliminary title report no more than thirty (30) days old.
- J. If required in an adopted County land-use plan, documentation from the Arizona State Museum, the State Historic Preservation Office (SHPO), or a qualified archaeologist, as to whether or not there are any known historical or archaeological sites within the area to be developed and completion of a field survey if determined warranted by these agencies.

204 Tentative Plat Review

204.01 Composition and Duties of Subdivision Committee

It shall be the duty of the Subdivision Committee to examine all required tentative and final plat submittals and exhibits and to determine compliance with these Subdivision Regulations and other applicable ordinances and regulations. A recommendation on the tentative or final plat through the Committee Chair shall not be forwarded to the Commission or Board of Supervisors until consensus is reached among all members of the Subdivision Committee that the submittals comply with all applicable regulations or that the waivers requested are reasonable and adequately justified. Subdivision Committee meetings shall be scheduled as needed with the applicant. The Subdivision Committee is hereby established and shall consist of the following members or their duly authorized representatives.

The Planning Director, who shall:

- A. Review applications for completeness and transmit applications and revisions for review.
- B. Serve as the County's project representative throughout the process.
- C. Review all submittals for compliance with the Comprehensive Plan, Subdivision and Zoning Regulations and other applicable plans and planning ordinances.
- D. Confirm that property taxes are current prior to final plat approval.
- E. Confirm that road names and road name signs comply with the rural addressing ordinance.

- F. Represent other reviewing agencies that are not formal members of the Subdivision Committee.
- G. Schedule and chair subdivision committee meetings.
- H. Mail a certified letter to the City Manager of any City located within three (3) miles of the subdivision boundaries thirty (30) days prior to final plat approval.
- I. Make staff presentations on behalf of the Subdivision Committee to the Planning and Zoning Commission and Board of Supervisors.
- J. Ensure that the final plat and related documents are recorded and copies distributed to the Subdivision Committee members.
- K. Inspect and approve those on and off-site improvements not reviewed by the County Engineer.
- L. Ensure that requirements of other applicable agencies represented by the Planning Director have been completed prior to sale of lots.
- M. When applicable, release assurances to allow lot sales upon completion of County inspections and approval of all on- and off-site subdivision improvements.
- N. Confirm that a lighting district has been established prior to lot release, if required.
- O. Maintain complete files.

The County Engineer, who shall:

- A. Review all submittals for compliance with all Highway and Floodplain regulations.
- B. With the Planning Director determine the adequacy of the traffic analysis and the on and off-site improvements identified in the report.
- C. Review, approve, or reject improvement plans unless improvement plans are self-certified by a Professional Civil Engineer registered in the State of Arizona.
- D. Work with the project engineer to complete ongoing inspections at appropriate times during construction of Highway and Floodplain related improvements.
- E. Receive project engineer certification that improvements are constructed, tested, inspected, and accepted according to the approved improvement plans.
- F. Monitor the condition of improvements during the first year after completion and require repairs if necessary within that time period.

~~The County Assessor, who shall:~~

- ~~A. Review boundary and legal descriptions for accuracy.~~
- ~~B. Review and comment on existing easements.~~
- ~~C. Review and approve sequence of lot numbering.~~
- ~~D. Confirm that the applicant is the legal owner based upon the property tax records.~~

The County Director of the Environmental Health Division who shall:

- A. Review all submittals for compliance with all County Health requirements.
- B. Advise the applicant of applicable State Health Requirements of which he is aware.
- C. Work with project engineer to complete ongoing inspections at appropriate times during construction of sanitation and other health related improvements if any.
- D. Advise Planning Director of compliance with applicable State and County Health requirements.

204.02 Transmittal List

The Planning Director shall ensure that all interested agencies and parties are given an opportunity to review the application. Agency representatives or interested parties may attend Subdivision Committee meetings as non-voting members. The Planning Director shall represent their interests on the Subdivision Committee. The Planning Director shall ask the applicant for additional copies of plats and supporting documents if needed to

transmit to these agencies. In addition to the Subdivision Committee, the transmittal list may include but is not limited to the following:

- A. Standard Transmittal List
 - 1. Cities within three (3) miles of the Subdivision
 - 2. County Building and Zoning Administrator
 - 3. County Administrator/Board of Supervisors
 - 4. County Rural Addressing
 - 5. Design Review committees if established as part of an adopted Community Plan
 - 6. Applicable Fire Protection Provider
 - 7. Homeowner or Community Associations representing the area
 - 8. Utilities
 - 9. Agencies with existing easements on the property
 - 10. Natural Resource Conservation District
 - 11. Natural Resource Conservation Service
 - 12. Military base if within the vicinity of a military airport.

- B. Other Agencies as applicable
 - 1. Arizona Department of Environmental Quality
 - 2. Arizona Department of Transportation
 - 3. Arizona Department of Water Resources
 - 4. Arizona State Fire Marshal
 - 5. Arizona State Land Department
 - 6. Arizona Department of Agriculture
 - 7. Army Corps of Engineers
 - 8. Bureau of Land Management
 - 9. County Attorney's Office
 - 10. U. S. Forest Service
 - 11. National Park Service
 - 12. Applicable school district
 - 13. Applicable law enforcement agency
 - 14. University of Arizona Cooperative Extension Water Wise Program or other agency designated to review water conservation measures
 - 15. Other interested parties identified in the review process

204.03 Commission Action on the Tentative Plat

Upon review of the tentative plat and supporting documents the Commission may recommend to the Board of Supervisors:

- A. Approval of the tentative plat as presented, if they find that the tentative plat and supporting documents comply with these Subdivision Regulations and other applicable regulations.
- B. Approval of the tentative plat with conditions, as specifically noted.
- C. Denial of the tentative plat, providing the applicant with a list of modifications, findings, and considerations that must be addressed before re-submittal to the Commission.

204.04 Commission Action on Waivers

Upon review of waiver(s), the Commission may forward to the Board of Supervisors a recommendation of:

- A. Unconditional approval.
- B. Unconditional denial, stating the factors favoring denial.
- C. Conditional approval, stating the recommended conditions.

205 Board Review of the Tentative Plat and Waivers

Upon receipt of the Commission's tentative plat and waiver recommendations, the Board of Supervisors may:

- A. Find that the tentative plat, waiver, and/or supporting documents comply with these Subdivision Regulations and approve as presented.
- B. Approve the tentative plat and/or waiver(s) with conditions, as specifically noted.
- C. Deny the tentative plat and/or waiver(s), providing the applicant with a list of modifications, findings, and considerations that must be addressed before re-submittal to the Commission.

206 Final Plat Review

Final plats are reviewed directly by the Board of Supervisors if the final plat conforms substantially to the tentative plat, waivers and conditions recommended by the Commission.

207 Waivers

The Board of Supervisors may approve, disapprove, or conditionally approve waivers to the terms of these regulations so long as they are not contrary to the public interest, and where due to unique conditions, a literal enforcement of the provisions and requirements of these Subdivision Regulations would result in undue hardship.

- A. Waiver requests shall be submitted with the tentative plat application accompanied by a technical analysis justifying the waiver with an explanation of likely impacts.
- B. The Commission shall provide a recommendation to the Board of Supervisors on all waivers.
- C. Waivers will be forwarded to the Board of Supervisors for action with the tentative plat upon recommendation by the Planning Commission and when accompanied by the appropriate processing fee as set forth in the adopted Planning and Zoning Fee Schedule

208 Effective Period of Tentative Plat and Plat Extensions

- A. Approval of residential tentative plats shall be effective for two (2) years.
- B. Approval of commercial tentative plats shall be effective for three (3) years.
- C. The Planning Director may grant one (1) one-year time extension upon written request by the subdivider if:
 - 1. The applicant demonstrates substantial progress towards final plat approval; and
 - 2. The subdivision is in conformance with current County regulations or the developer agrees to conform to current County regulations.
- D. Additional one-year time extensions must be approved by the Planning and Zoning Commission.
- E. Extensions shall be accompanied by the fee set out in the Planning Department Fee Schedule.

Article 3 Final Plat: Submittals and Review Process

301 Purpose

The purpose of this Article is to describe the final plat procedures common to all subdivision options unless otherwise specified in subsequent articles describing subdivision options.

* Submittals	Approximate Review Schedule
<p>Final Plat Application</p> <ul style="list-style-type: none"> ▪ Final Plat –15 copies: 24” x 36” (Folded to 8.5” by 11”) & 1 copy: 11” x 17” (Subsequent review of revised plats require one 11” x 17 “ version and as many full-size copies as determined necessary) ▪ Final Plat Fee and Improvement Plan review fee ▪ Final Hydrology and Hydraulic Report, revised as required during tentative plat review ▪ Copy State Department of Water Resources Determination of Water Adequacy ▪ Traffic analysis if a revision was required ▪ Covenants, conditions and restrictions and homeowners’ association bylaws (CC & R’s), if any ▪ Boundary Closures and line table ▪ Mechanism to ensure improvements ▪ Improvement Plans/Signage Plan (Self-certified by a professional civil engineer registered in the State of Arizona, or accompanied by a review fee in the amount as set forth in the applicable adopted County Fee Schedule. If submitted for County review, it is recommended that these plans be submitted in advance of the final plat because Improvement Plan review can take a minimum of 6 weeks) 	<p>The initial review takes approximately 6 weeks (excluding review of the improvement plans) and is comprised of the following steps.</p> <ol style="list-style-type: none"> 1. Submittal Meeting with Planning Staff to determine if application is complete. If complete: 2. Within 1 week: Planning Department will transmit application for review to the Subdivision Committee 3. Within 3 weeks: a Staff only Subdivision Committee Meeting will be held 4. Within 5 weeks: written comments will be provided 5. Within 6 weeks: the Subdivision Committee will meet with the applicant 6. The time frame of subsequent reviews is as needed depending on the complexity of the revisions. 7. When the Subdivision Committee finds all applicable requirements are satisfactorily met, the plat shall be set for action at the next scheduled Board of Supervisors meeting if all required materials are received at least fifteen (15) working days in advance.

* Summary only, review details in sections that follow.

302 Substantial Conformance with Tentative Plat

A final plat is the legal document recorded in the Office of the County Recorder showing the survey data for all lots, streets, common areas, flood prone areas and easements and any general notes pertinent to buyers. A final

plat must be in substantial conformance with the tentative plat approved by the Commission. Any final plat or portion thereof found by the Planning Director not to be in substantial conformance with the approved tentative plat must be resubmitted to the Commission for approval. Substantial conformance means:

- A. The number of lots does not increase by more than ten (10) percent.
- B. The layout of the lots does not vary in a manner that affects other aspects of the subdivision such as access to conservation areas, drainage, or circulation.
- C. Drainage and road right-of-way dedications and easements are substantially as depicted on the tentative plat.
- D. The circulation system does not vary in a manner that affects other aspects of the subdivision or overall area circulation and access.
- E. The improvement standards, percent, and layout of common areas, conservation areas, and water conservation measures meet or exceed those approved by the Commission.

303 Final Plat Submittal

303.01 Final Plat Submittal Meeting

The applicant shall schedule an appointment with the Planning Department to submit final plat applications. An incomplete application will not be processed. The Planning Department representative shall determine if a submittal is complete at the submittal meeting. A complete final plat shall include all the requirements listed in this Section.

303.02 Final Plat Submittal Requirements

- A. The original final plat submittal and all subsequent revised submittals shall include:
 - 1. Fifteen (15) copies of the final plat that are 24 by 36 inches in size and folded to 8.5 by 11 inches in size.
 - 2. One (1) 11 by 17 inch reduced version.

Subsequent revisions shall include one (1) 11 by 17 inch reduced version and additional full-size copies as needed.

- B. Two (2) signed copies of a Mylar version and three (3) signed blue line copies and one (1) copy on a CD or 3.5 inch Floppy Disc compatible with the County's current version of AutoCAD must be submitted after the plat is approved by the Subdivision Committee and before the plat is presented for Board of Supervisors' action, along with original copies of the subdivision security and other documents to be recorded with the final plat.

C. The following information shall be clearly and legibly drawn on the final plat at a scale of 1" = 40', 1"=50', 1"=100', or 1"=200' as necessary to show all required details.

1. Show on sheet number one only:

a. Metes and bounds legal description of all property being subdivided.

b. Key maps showing:

i. Location of the subdivision within the context of the surrounding area.

ii. The relationship of the sheets when the plat consists of two (2) or more sheets.

c. All applicable standard notes listed below and other notes required by the Subdivision Committee including all notes on the tentative plat needing disclosure to property owners during a title search.

i. This subdivision has private streets that are not maintained by Cochise County. The County is held harmless for safety and vehicle damage from private streets.

ii. The minimum floor elevations including basements shall be (#) inches above the highest natural ground 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 Hydrology and Hydraulic study prepared for this subdivision and on file with the Cochise County Highway and Floodplain Department.

iii. The County has approved the Hydrology and Hydraulic study and the Board of Supervisors has approved the signage and marking plan.

iv. Lots, tracts, conservation areas, and common areas cannot be further subdivided.

v. The hydrology and culverts have been designed to pass the one-hundred (100) year storm event so that it deposits twelve (12) inches or less of water across any road.

vi. Previously recorded lots (*list lot numbers*) will be superseded by (*subdivision name*) and will no longer legally exist effective on the day of the final recording of (*subdivision name*).

vii. Existing platted streets not incorporated into the subdivision shall be abandoned separately through the Board of Supervisors abandonment process.

viii. Individual sewage disposal systems are proposed (septic tank and leach field). Prior to building permit issuance, individual percolation or soil evaluations will be required for all lots. A minimum one-hundred (100) foot setback is required from all wells and fifty (50) feet from all lot lines.

ix. If sewage disposal systems other than conventional leach field systems are required, Arizona Department of Environmental Quality (ADEQ) approval is required prior to construction of the system.

x. Dust and erosion control measures shall be employed during and post-construction and shall comply with the *Cochise County Land Clearing Ordinance*.

- xi. It is the subdivider's responsibility to obtain any additional State or Federal permits.
 - xii. Zoning is _____ and shall remain.
 - xiii. The Arizona Department of Water Resources issued a determination of adequate water supply on (insert date).
- d. Name of the Subdivider and property owner if different.
 - e. Name, registration number, seal, and signature of a professional civil engineer or land surveyor licensed to practice in the State of Arizona.
 - f. Title, subdivision name, scale, north arrow, legend, sheet number, and number of sheets comprising the map.
2. Date of plat (updated on subsequent revisions and noted as 2nd Revised Plat, etc...)
 3. Primary control points or descriptions and ties to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referred. Where a coordinate system has been established by the County Engineer, primary control points shall reference at least two corners of the subdivision and be tied by course and distance to a section corner, a quarter-section corner or established city or county survey monument. The final plat shall include a description of the corner marker indicating how the bearings were determined.
 4. Tract boundary lines fully balanced and closed, showing right-of-way lines of streets, easements and other rights-of-way, and property lines of all lots and other sites with accurate dimensions, bearings or deflection angles and radii, arcs, semi-tangents and central angles of all curves.
 5. Curve tables and line tables.
 6. Subdivision boundary.
 8. Streets including:
 - a. Sight distance triangle easements at all road intersections.
 - b. Name and right-of-way width of each street or other right-of-way.
 9. Designation and right-of-way width of all drainageways, detention basins and whether private or dedicated to the public.
 10. Boundaries of all areas subject to inundation or storm water overflow. Erosion setbacks and one-hundred (100) year floodplain limits to be depicted in a surveyable manner.
 11. One (1) foot no-access easements on arterial and county collector streets unless otherwise agreed to by the County Engineer.

12. Purpose and dimensions of all easements, clearly labeled and identified, and if already of record, proper reference to the records given; if not of record, a statement of such easement shall appear on the first sheet.
13. Area to be cleared. (Clearing cannot occur until the improvement plans are substantially approved.)
14. Lot numbering and lot area shown within the respective boundary of each lot.
15. Location and description of monuments, lot corners, and outer survey points.
16. Block numbering or lettering, and the block area shown within the respective boundary of each block.
17. Area and number of tracts, if any, and their proposed use.
18. Common areas reserved or dedicated for parks, schools or other public uses including private streets and conservation areas.
19. All lots not intended for sale or reserved for private purposes and all parcels offered for dedication for any purpose, public or private shall be so designated.
20. Other notes in support of proposed covenants, conditions and restrictions such as building envelopes, landscaping restrictions and restrictions to certain types of structures and lot sizes.
21. Any other items as required by law or as required by the Subdivision Committee.
22. Phasing, with each phase designed to stand alone in the event that other phases are not completed.
23. Existing structures, walls, ponds, tanks, wells, irrigation canals, laterals, ditches and dikes, streets, paths, trails and utilities with an indication of whether these items are to remain, be altered or removed.

303.03 Certificates and Acknowledgments

The following certificates and acknowledgments shall appear on the final plat.

- A. Certificate consenting to the preparation and recordation of the final plat and offering for dedication all streets, drainageways, easements, common areas and other parcels intended for public uses, as shown on the final plat acknowledged by all persons holding title by deed to the lands. If lands dedicated are held in trust, the trustee shall sign the certificate. If the lands to be dedicated are mortgaged or subject to any liens, the mortgagee and all lien holders shall also sign the certificate. The execution of the certification shall be acknowledged and certified by a notary public.
- B. Certificate signed and sealed by a professional land surveyor licensed to practice in the State of Arizona under whose direction the survey, subdivision and plat of the land described on the said plat was made including:
 1. A statement that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision.
 2. A statement that the surveyor prepared the description of the lots shown on the plat and certifying to their correctness.

3. A statement that the bearings shown on the plat are expressed in relation to the true meridian or a previously established meridian or bearing and that all monuments shown on the plat are actually located in the ground and their location, size and material are correctly shown.
 4. A statement that all lots are staked or shall be staked in accordance with the provisions of these subdivision regulations.
 5. The registration number, seal and signature of the licensed professional land surveyor.
- C. Certificates to be signed by the County Planning Director, County Engineer, Director of Environmental Health and Assessor, to certify that the plat complies with all requirements within their jurisdiction.
 - D. A certificate to be signed by the Chairman of the Board of Supervisors and attested to by the Clerk of the Board of Supervisors to certify that said Board approved the final plat and showing the date of said approval.
 - E. A certificate to be executed by the County Recorder showing the date, time of day, fee number, book and page number of recordation.
 - F. If an assurance agreement is used to provide security for improvements, a block to write recording data including docket number and date recorded.

303.04 Related Submittals, Reports and Exhibits

- A. A check made payable to the Cochise County Treasurer for the final plat processing fee and improvement plan review fee in the amount as set forth in the adopted County Fee Schedules (unless improvement plans will be self-certified by a professional civil engineer registered in the State of Arizona in which case only the final plat processing fee is required).
- B. A copy of the engineer's or surveyor's calculations showing the closure of the subdivision boundary and of each block, and all other excluded or dedicated tracts and rights-of-way, to be depicted on the final plat or as a separate document. The error of closure and the area bounded shall be shown for each calculation. The relative error of the unbalanced field measurement closure for the subdivision boundary shall be included.
- C. A copy of the report prepared by the Arizona Department of Water Resources stating that an adequate supply of water exists for the projected needs of the subdivision.
- D. A copy of the final *Hydrology and Hydraulic Report* approved by the County Engineer.
- E. Three (3) copies of improvement and sign plans for private and public improvements. If improvements will be constructed in phases, plans for phase one at a minimum, are required.
- F. Letters of the intent to serve from utility companies and fire districts serving the subdivision.
- G. Confirmation that appropriate improvement plans have been provided to utility providers.
- H. Arizona Department of Environmental Quality Certificates to Construct Water and Sanitary Sewer Systems, as applicable.
- I. Copy of an archaeological field survey completed by a qualified archaeologist acceptable to the Arizona State Museum or State Historic Preservation Office, if required in an adopted County plan.
- J. The final original signed version of the instrument used to assure completion of public improvements.
- K. If conservation areas are to be maintained by another entity, originals of the agreement and conservation easement that shall be recorded with the final plat.
- L. The final original signed version of the covenants, conditions, and restrictions.
- M. Documentation that property taxes are current.

304 Final Plat Review

304.01 Staff and Agency Review

- A. The procedure for staff and agency review of the final plat shall be the same as for the tentative plat.
- B. When members of the Subdivision Committee find that all applicable requirements have been satisfactorily met, they shall sign the plat.

304.02 Board of Supervisors Review and Action

- A. Upon approval by the Subdivision Committee, the Planning Director shall schedule the final plat, the offers of dedication and agreements, and guarantees and securities for required improvements, for review at the next available meeting of the Board of Supervisors.
- B. Upon review of the final plat and the offers of dedication and agreements, and guarantees and securities for required improvements the Board of Supervisors may:
 - 1. Find that the final plat and the offers of dedication and agreements, and guarantees and securities for required improvements are in substantial conformance with the tentative plat approval and comply with these Subdivision Regulations and other ordinances or requirements and approve the final plat as presented.
 - 2. Approve the final plat with conditions, as specifically noted.
 - 3. Deny the final plat, providing the applicant with a list of modifications, findings, and considerations that must be addressed for re-submittal to the Commission.
- C. Upon approval by the Board of Supervisors, the Chairman and Clerk of the Board of Supervisors shall so certify and attest such action upon the final plat.

305 Appeals

The Board of Supervisors shall hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision, grant, or refusal made by the Commission or any official in the administration of these Subdivision Regulations.

- A. An appeal shall be made in writing setting forth the particulars and the reasons for the appeal and include the fee adopted in the Planning Department fee schedule.
- B. Hearings on such cases shall be at such times as may be set by the Board of Supervisors, but no later than within sixty (60) days of receipt of the appeal.
- C. Notice of not less than fifteen (15) days or more than thirty (30) days of the hearing date shall be given to the appellant, the Commission, or officials concerned.

306 Minor Final Plat Amendments – Combination of Lots

Any recorded subdivision plat may be amended to:

- A. Correct an error in any course or distance or other necessary item that was omitted.
- B. Correct a drafting, graphic, technical, or similar type error.
- C. Adjust a drainage or maintenance easement.
- D. Combine or reconfigure lots so long as:
 - 1. The external subdivision boundaries remain the same.
 - 2. The number of lots does not increase.

3. The utility easements and street access to the combined lots are not changed.

The Planning Director is hereby authorized to approve and record minor plat amendments as follows:

- A. Two (2) signed copies of a Mylar version, three (3) signed blue-line copies and one (1) **copy on a CD or 3.5 inch Floppy Disc** compatible with the County's current version of AutoCAD of the final plat shall be submitted.
- B. The fee as set forth in the adopted Planning and Zoning Fee Schedule shall be submitted.
- C. The amended plat shall contain a certification block for the signatures of the Planning Director and County Engineer and shall be marked "AMENDED -PLAT OF ~". If more than one (1) amended plat is necessary, the successive plats shall be titled "SECOND AMENDED PLAT OF ~", and follow in numerical order.
- D. The amended plat shall contain a revised legal description for the new lots.
- E. The amended plat shall be signed by the Planning Director and County Engineer for certification that the only changes on the amended plat are technical changes as authorized above.
- F. After obtaining the signatures of the Planning Director and County Engineer, the amended plat shall be recorded in the Office of the County Recorder, without further action by the Board of Supervisors.

307 Changes Other Than Minor Amendments

Changes to final plats other than minor plat amendments shall be processed as a new subdivision application. If the Planning Director determines that the proposed amendments are substantially in conformance with the original tentative plat, the approved tentative plat may be used and the amendment can proceed directly to the Board of Supervisors as a revised final plat. If the amendment is not in conformance with the tentative plat, it shall be presented first to the Planning Commission as a tentative plat and then to the Board of Supervisors as a final plat. Changes requiring a new plat include but are not limited to:

- A. Abandonment of roadways or right-of-way dedications that affect overall circulation and cannot be handled through the County roadway abandonment process.
- B. Any decrease in conservation areas, common areas, or amenities.
- C. Any increase in the number of lots.
- D. Any reconfiguration of lots, roadways, tracts, drainageways and conservation areas that is not in substantial conformance with the tentative plat.
- E. Any change other than those specifically defined as minor amendments.

308 Abandonment by the Property Owner or County

- A. To abandon a recorded final plat in part or in whole, the property owner(s) shall submit a written request to the Planning Director along with:

COCHISE COUNTY SUBDIVISION REGULATIONS

1. Two (2) signed copies of a Mylar version, three (3) signed blue-line copies and one (1) ~~copy on CD or 3.5 inch Floppy Disc~~ compatible with the County's current version of AutoCAD of the plat and other related documents as required designating those lots, roadways, public right-of-way, easements and other features, which are proposed for abandonment.
 2. The fee as set forth in the adopted Planning and Zoning Fee Schedule
-
- B. The Planning Director may initiate the abandonment of a recorded final plat if required improvements or a portion thereof have not been completed in a timely fashion or if due to the passage of not less than ten (10) years, without substantial sales and improvements, it appears that the subdivision or portion thereof, will not be developed as originally intended.
 - C. The Board of Supervisors may abandon a recorded final plat if required improvements have not been completed in a timely fashion or it is otherwise proposed for abandonment by the Planning Director.
 - D. The owner(s) shall be given thirty (30) days notice of such actions.
 - E. The abandonment request shall be reviewed by the County Subdivision Committee to determine that roadways, public right-of-way, easements, and other items that serve a public interest are not abandoned.
 - F. Upon approval by the Subdivision Committee, the abandonment request shall be presented to the Board of Supervisors for action to approve, disapprove, or conditionally approve the request.

Article 4 General Requirements

401 Purpose

The purpose of this Article is to describe the requirements common to all subdivision options except as these requirements are specifically excluded in other Articles of these regulations.

402 Subdivisions in Adopted Plans

Subdivisions within the boundaries of community, regional, master development and other plans adopted as amendments to the Comprehensive Plan shall be developed in a manner that is consistent with the guidelines adopted within these plans.

403 Contiguous Property under Same Ownership/Continuation of Public access

- A. Portions of any contiguous property within the ownership of the subdivider shall be included within the boundaries of the subdivision when needed or required for any circulation, drainage or flood control facilities, or logical continuation of conservation areas.
- B. The subdivider shall submit a development plan for portions of contiguous property owned by the subdivider, but not included within the subdivision boundaries, to be reviewed by the Commission and approved by the Board of Supervisors. This development plan shall demonstrate that:
 - A. The remaining land is of a size and shape such that it can be developed with a use that is compatible with surrounding development and can meet the specifications of other applicable ordinances and regulations; and
 - B. Public access such as arterial and collector streets, trails, and sidewalks shall be continued from contiguous property and designed to be adequate to serve future development.

404 On-site and Off-site Improvements and Improvement Plan Certification

404.01 Improvement Plan Certification

- A. The rules and regulations of the Cochise County Highway and Floodplain Department are applicable to subdivision design. Improvement plans for all on-site and off-site improvements reasonably related to construction of a subdivision in Cochise County must be designed to all County, State, Federal, and established engineering standards. These Improvement plans must be certified by a professional civil engineer registered by the State of Arizona. Subdividers may submit improvement plans as follows:
 - 1. Improvement plans and review fee in the amount as set forth in the applicable adopted County Fee Schedules, or
 - 2. Improvement plans that are reviewed and self-certified by a professional civil engineer registered by the State of Arizona.
- B. Three (3) complete sets of engineering plans and subsequent revisions shall be submitted as self-certified by a Professional Civil Engineer registered by the State of Arizona; or submitted for review along with appropriate

review fees in the amount as set forth in the applicable adopted County Fee Schedule in which case subsequent revisions shall also be submitted for approval by the County Engineer.

- C. Improvement plans shall include all road, drainage, fire protection, utilities, road and regulatory signs and markings, and other improvements required for approval of the tentative and final plats.
- D. At a minimum, improvement plans and regulatory signs and marking plans for the first subdivision phase shall be substantially approved by the County Engineer or shall be self-certified by a Professional Civil Engineer registered by the State of Arizona, prior to final plat approval. Road design and regulatory signage shall be provided for the entire subdivision.
- E. If the Improvement plans are submitted as self-certified, the County will require the certifying Civil Engineer to schedule and attend frequent on-site meetings with County Highway and Floodplain representatives to resolve any discrepancies or deficiencies which may arise during the construction phases.
- F. If the Improvement plans are submitted as self-certified, the County Engineer must review, approve, and accept any and all field changes.
- G. The Board of Supervisors shall approve regulatory signs for public roads as part of final plat approval.
- H. Improvement plans shall provide for and conform to the requirements in the *Cochise County Road Construction Standards and Specifications for Public Improvements, Floodplain Regulations, and Cochise County Land Clearing Ordinance*.
- I. Prior to approval by the County Engineer or to submittal of self-certified improvement plans, the developer shall provide written confirmation that the plans have been reviewed and approved by the pertinent utility companies.
- J. Unless the Board of Supervisors authorizes a specific amendment to the approved or self-certified improvement plans, Board approval of the final plat shall be conditional upon the obligation to construct all improvements as indicated on the approved or self-certified improvement plans.

404.02 On-site Improvements

Subdividers shall construct and provide all on-site improvements including those along subdivision boundaries as lawfully required by the County. These improvements may include, but are not limited to:

- A. On-site streets and boundary streets;
- B. Street name signs and traffic regulatory signs, markings, traffic control signals, street lights when required, and other traffic control devices;
- C. Drainage and erosion improvements;
- D. Utilities;
- E. Water conservation measures; and
- F. Lot staking and survey monuments.

404.03 Off-site Improvements

Subdividers shall construct and provide all off-site improvements reasonably related to the impacts of the new subdivision as lawfully required by the County. These improvements may include, but are not limited to:

- A. Off-site streets impacted by the subdivision traffic, including resurfacing and widening;
- B. Turn lanes, turn bays and traffic lights when warranted;
- C. Drainage and off-site erosion improvements;
- D. Water conservation measures;
- E. Dust abatement during construction;
- F. Sidewalks, curbs, gutters and trails when required; and

- G. Adequate water supply and distribution systems, sanitary sewer and sewage disposal, and utilities, as required.

405 Streets and Circulation

405.01 Traffic Analysis

Unless otherwise specified in these regulations, an analysis of traffic levels and distribution is needed to evaluate the impacts of the subdivision traffic. The analysis shall address, at a minimum, the following information and any other information the Planning Director and County Engineer determine necessary to identify necessary street improvements.

- A. Current average daily traffic on the streets serving the subdivision.
- B. Average estimated daily traffic to be generated by the subdivision using traffic generation standards in the most current version of the Institution of Transportation Engineers *Trip Generation Manual* unless otherwise justified by the applicant based on the type of development.
- C. Estimates of peak hour or peak seasonal traffic generation.
- D. Level of service of existing streets serving the subdivision before and after introduction of subdivision traffic.
- E. Adverse effects upon traffic flow along the streets abutting the site resulting from traffic entering and leaving the site.
- F. Current condition of existing streets serving the site.
- G. Conformity to applicable policies of the Comprehensive Plan or other approved plans if any.
- H. Existing and anticipated traffic patterns on-site and in the surrounding area.
- I. Future circulation needs into and around the surrounding area for current or potential future development.
- J. Nature of the anticipated on-site and off-site improvements to be constructed.
- K. If deemed necessary, the County Engineer may require conformance with the Arizona Department of Transportation *Traffic Impact Analysis Manual*.

405.02 Road Improvements Standards

Unless otherwise specified in these Regulations, the *Cochise County Road Construction Standards and Specifications for Public Improvements* as amended from time to time shall be used to determine the appropriate type and level of on and off-site road improvements.

405.03 Circulation and Layout

- A. Subdivision design shall provide public streets of a type and in locations adequate to accommodate current and projected future circulation needs within the subdivision and the surrounding area.
- B. Access into the subdivision from off-site streets shall be sufficient to facilitate emergency access to all lots.
 - 1. A minimum of two means of access, built to *Cochise County Road Construction Standards and Specifications for Public Improvements*, is required for all residential subdivisions except rural subdivisions (see definition) and subdivisions with 27 lots or fewer.
 - 2. All non-residential subdivisions shall provide a second means of access built to *Cochise County Road Construction Standards and Specifications for Public Improvements*.
- C. Non-local traffic on local streets shall be discouraged by the use of appropriate traffic calming methods and road layout design.
- D. Half-streets or partial width rights-of-way shall be prohibited except where necessary to provide right-of-way, to complete a road pattern already begun, or to insure reasonable development of adjoining parcels. Where a platted half-street abuts the proposed subdivision, the remaining half width shall be platted within the subdivision.
- E. Adequate access shall be provided to each lot through public or private streets.
- F. Direct access from individual lots to streets that are identified or function as collectors and arterial streets shall be prohibited through subdivision design or via a one (1) foot no-access easement.
- G. Corner lots shall access onto local streets.

- H. Road design shall be compatible with approach grades, drainage, bridges, or future grade separations, where a subdivision abuts or contains the right-of-way of a railroad, limited access highway or irrigation canal.
- I. Cul-de-sac streets shall terminate in a circular turnaround area with a radius of at least fifty-two (52) feet.
- J. Cul-de-sacs shall not exceed six hundred (600) feet in length from the entrance to the circumference of the turnaround area except in rural subdivisions (see definition) where cul-de-sacs can be twelve-hundred (1200) feet in length.
- K. Block lengths shall facilitate overall circulation and emergency access. Block lengths shall not exceed fifteen-hundred (1500) feet except in rural subdivisions (see definition) where block lengths shall not exceed 2640 feet (one-half (½) mile).
- L. Adequate sight distance triangles shall be designed and maintained at all road intersections.
- M. Community mailboxes with an adequate pullout area to remove vehicles from through traffic are encouraged and may be required if deemed necessary by the County Engineer; they shall be located on local streets rather than collector or arterial streets.

405.04 Sidewalks, Curbs and Gutters and Other Access

- A. Sidewalks, curbs, and gutters are required in all non-residential subdivisions along the front of the buildings and connecting all separate buildings and parking areas.
- B. Sidewalks, curbs and gutters are required on local and collector streets for residential subdivisions when the lot size is ½ acre or smaller.
- C. Sidewalks, curbs, and gutters are required on streets that are identified or function as arterial streets.
- D. Sidewalks, curbs, and gutters are required in residential subdivisions when required by the County Engineer for storm water management and may be required when recommended by a city located within three (3) miles of the subdivision.
- E. Sidewalks may include utility easements.
- F. Sidewalks shall be constructed in accordance with the *Cochise County Road Construction Standards and Specifications for Public Improvements* as amended from time to time.
- G. Sidewalks may be constructed after construction of residential improvements if necessary to prevent destruction during site construction. The Planning Director is authorized to accept a bond or certified check based on the estimated cost to construct sidewalks in lieu of other security for the project improvements.
- H. In addition to these requirements, sidewalks or other types of access shall be required if otherwise specified in these regulations, if addressed in applicable adopted plans and/or determined necessary to provide safe access to schools, parks, conservation areas, commercial services, playgrounds, or other nearby public areas.

405.05 Private Streets and Drainageways

- A. Private streets shall be constructed to conform to *Cochise County Road Construction Standards and Specifications for Public Improvements* unless otherwise stipulated within these Regulations.
- B. Private drainageways shall be constructed to conform to the *Floodplain Regulations for Cochise County* unless otherwise stipulated within these Regulations.
- C. Private streets and drainageways shall be constructed according to improvement plans approved by the County Engineer.
- D. Prior to sale of lots or release of a bond or other assurances, the subdivision engineer shall certify that the private streets and drainageways have been constructed according to the improvement plans approved by the County Engineer or self-certified by a Professional Civil Engineer registered by the State of Arizona.
- E. A private street shall not be allowed if the road is needed for overall neighborhood or regional circulation. Streets identified as, or that function as collector or arterial streets, shall not be private.
- F. A private drainageway shall not be allowed if needed to address overall area or regional drainage concerns.
- G. A note shall be placed on the final plat stating that the County does not maintain private streets or drainageways and holding the County harmless for safety and vehicle damage from private streets.
- H. The developer shall provide adequate reliable means of long term maintenance for any subdivision private streets or drainageways, either through a homeowners' association or otherwise.

405.06 Required Road, and Regulatory Sign and Markings

- A. All signs and markings shall comply with the *Manual of Uniform Traffic Control Devices* (MUTCD).
- B. The Developer shall install:
 - 1. Street name signs including directional information at all street intersections.
 - 2. Stop signs at the intersection of all streets with collector and arterial streets, at a minimum.
 - 3. Speed limit signs on all streets identified or functioning as county collector and arterial streets at the entry to the subdivision, and on local streets at egress from collector or arterial streets.
 - 4. Other regulatory signs and markings as required by the County Engineer.
- C. The developer shall pay his or her fair share of traffic lights installed at the intersection of all streets with collector and arterial streets, if determined to be warranted by the County Engineer.
- D. Location and design of road name and regulatory signs and markings shall be depicted on improvement plans and/or sign plans.

405.07 Road Names and Addresses

- A. time.
- B. Cochise County Rural Addressing shall approve all road names.
- C. Road names shall conform to the *Cochise County Rural Addressing Ordinance* as amended from time to time. The County shall provide subdivision addresses before final plat approval.

406 Street Lighting

- A. All street lighting shall be in conformance with the *Cochise County Light Pollution Code* as amended from time to time.
- B. Street lighting is required at street intersections for subdivisions when the average lot size is ½ acre or smaller or as otherwise required in common areas in conformance with the *Cochise County Zoning Regulations* as amended from time to time.
- C. For non-residential subdivisions, street lights shall be provided along one side of each street block and in parking areas used at night in conformance with the *Cochise County Zoning Regulations* and *Light Pollution Code* as amended from time to time.
- D. Provision for continued maintenance shall be provided by a street lighting improvement district or homeowners' association.

407 Hydrology and Hydraulic Requirements

The classification and design of drainageways and designation of design storm frequencies shall be based on the *Floodplain Regulations for Cochise County* and *Cochise County Road Construction Standards and Specifications for Public Improvements*. A Hydrology and Hydraulic report, to be submitted with the Tentative Plat, is required unless waived by the County Engineer or otherwise specified in the alternative subdivision options.

408 Health Requirements

The rules and regulations of the Cochise County Health Department and the Arizona Department of Environment Quality (ADEQ) are applicable to subdivision design. Such rules and regulations shall be deemed minimum standards. Applicants are advised to initiate early and continuous coordination with ADEQ. Prior to approving the tentative plat and final plat, the County Health Department shall review the application for compliance with all applicable County and State rules and regulations that are enforced by that Department.

408.01 Sewage Disposal

- A. Individual sewage disposal systems, including septic tank systems shall not be permitted or installed on lots of less than one-acre (43,560 square feet) in size excluding streets and easements, when both a well and

individual sewage disposal system are located on the same lot, unless ADEQ approves an alternative wastewater treatment system such as a de-nitrification or filtration system.

- B. If lots are connected to a community water system, individual sewage disposal systems, including septic tank systems are permitted on lots of 36,000 square feet or larger in size excluding streets and easements.
- C. For lots of less than 36,000 square feet in size, excluding streets and easements, a connection to a County-approved sanitary sewer system or other system approved by the Cochise County Health Department or Arizona Department of Environmental Quality, is required.
- D. Subdivisions shall be connected to available sewage disposal systems if located within four hundred (400) feet of the subdivision boundaries, and with available capacity at the plant and in the distribution lines.
- E. The ADEQ *"Notice of Intent to Discharge and Provisional Verification of General Permit Conformance"* for the sewage disposal system shall accompany the final plat, if applicable.
- F. No building/use permit shall be issued for any subdivided lot of less than 36,000 square feet in size excluding streets and easements, unless there is a connection to a County-approved sanitary sewer system or other system approved by the Cochise County Health Department or Arizona Department of Environmental Quality, which is operated and maintained in accordance with County and ADEQ regulations.
- G. Except when sewage disposal is to be provided via individual septic systems, lots shall not be sold from any phase until the sewage disposal system is completed with connections to the edge of each lot and ADEQ has issued a *"Verification of General Permit Conformance"*.

408.02 Water Distribution Systems

- A. Unless otherwise specified in these regulations, applicants shall ensure that water is available from a County or Arizona Department of Environmental Quality approved water delivery system to each and every subdivided lot of less than one (1) acre (43,560 square feet) in size. In the Sierra Vista Sub-watershed Water Conservation Overlay District, this provision shall apply to subdivisions where the average lot size is five acres or smaller and 28 lots or more are proposed.
- B. Subdivisions shall connect to available water distribution systems if located within four hundred (400) feet of the subdivision boundaries and with available capacity at the plant and in the distribution system and the subdivision is within the provider's service area in conformance with Arizona Corporation Commission regulations.
- C. The ADEQ *"Certificate of Approval to Construct"* for the water delivery system shall accompany the final plat.
- D. Unless otherwise specified in these regulations, applicants shall ensure that water is available from a County or Arizona Department of Environmental Quality approved water delivery system to each and every subdivided lot of less than one (1) acre (43,560 square feet) in size.

408.03 Water Adequacy

- A. When submitting a tentative plat, the subdivider shall include a copy of the application submitted to the Arizona Department of Water Resources (ADWR) for water adequacy determination.
- B. Pursuant to ARS 11-806.01 § F and Resolution 08-20, the Board of Supervisors shall not approve a final plat for a subdivision unless one of the following applies:
 - 1. The director of water resources has determined that there is an adequate water supply for the subdivision and the subdivider has included the report with the plat.
 - 2. The subdivider has obtained a written commitment of water service for the subdivision from a city, town, or private water company designated as having an adequate water supply by the director of water resources.
- C. The Board of Supervisors may exempt a subdivision from § 408.03B if the director of water resources has determined the subdivision will have an inadequate water supply because the water supply will be transported to the subdivision by motor vehicle or train if all of the following apply:
 - 1. The Board determines that there is no feasible alternative water supply for the subdivision and that the transportation of water to the subdivision will not constitute a significant risk to the health and safety of the residents of the subdivision.

2. If the water to be transported to the subdivision will be withdrawn or diverted in the service area of a municipal provider as defined in ARS §45-561 and the municipal provider has consented to the withdrawal or diversion.
3. If the water to be transported is groundwater, the transportation complies with the provisions governing the transportation of groundwater in ARS title 45, chapter 2, and article 8.
4. The transportation of water to the subdivision meets any additional conditions imposed by the county.

409 Utilities

- A. Adequate utilities or facilities, furnishing for the subdivision, electricity, gas, steam, communications, water, drainage, sewage disposal, or flood control, shall be provided.
- B. Each subdivision plat shall include easements that are adequate for all necessary utilities, including access for maintenance and repair of such facilities. Easements shall be located along both sides of street frontages and be at least ten (10) feet wide or as otherwise required by the utility company.
- C. The electric, telephone and cable services shall be installed underground except where it is demonstrated to be infeasible from an engineering, operational or economic standpoint.
- D. Utilities shall not be allowed in drainageways, drainage easements, grader ditches, and flow paths.
- E. All required utility connections shall be provided to the edge of each lot.
- F. Each cul-de-sac street shall be provided with a utility easement designed to prevent dead-end mains unless waived by the utility companies.
- G. All service shall be in conformity with the Administrative rules and regulations of the Arizona Corporation Commission.

410 Screening, Fencing and Cattle Guards

- A. When a residential subdivision borders an existing commercial or industrial establishment, perimeter screening by an opaque solid wall or fence with a minimum height of six (6) feet from grade, shall be required. The screen shall be constructed out of standard materials or other acceptable materials approved by the County Zoning Inspector. The Commission may approve an existing vegetative screen if it meets the intent of creating a solid opaque screen and is maintained in accordance with 1806.03 of the *Cochise County Zoning Regulations* (Landscaping, Planting, and Maintenance Requirements).
- B. Non-residential subdivisions shall provide a solid opaque wall with a minimum height of six (6) feet from grade along the perimeter of the subdivision where abutting a residentially-zoned area.
- C. The developer shall obtain a building permit for subdivision gates, walls, and fences as required by the *Cochise County Zoning Regulations*.
- D. Perimeter fencing or cattle guards on streets sufficient to protect property and streets from the intrusion by livestock may be required if deemed necessary by the Planning Director. Cattle guards shall be constructed to conform with the *Cochise County Road Construction Standards and Specifications for Public Improvements* as amended from time to time.

411 Fire Protection

411.01 Fire Protection Requirements

- A. Subdivisions adjacent to the boundaries of a fire district shall be annexed into the service area pursuant to ARS § 48-262 if acceptable to the district
- B. No subdivision with individual lot sizes of 36,000 square feet or less shall be established unless there are appropriate provisions for fire protection service.
- C. Fire protection improvements shall be subject to the same financial assurances as other subdivision improvements.
- D. Covenants, conditions, and restrictions for subdivisions within an area served by a volunteer fire department shall require individual property owners to pay fire department fees, to be collected and paid to the fire

department by the Homeowner's Association or through some other enforceable mechanism acceptable to the fire department until such time as they become a district.

- E. Fire protection provisions shall be described during the tentative plat process and shown on improvement plans.
- F. Water supply appliances provided within the subdivision shall be located per the Fire Code applicable to the serving fire district or adopted by the County at the time of development.
- G. Water supply appliances when required shall be compatible with the equipment of the agency providing service.

Water Flow Requirements

Lot Sizes	Water Flow	Duration of flow
36,000 square feet or smaller lots	250 gallons per minute calculated at twenty (20) p.s.i. flowing pressure in excess of the normal estimated water consumption of residences in the subdivision.	System capable of sustaining this flow for 2 hours
Larger than 36,000 square feet to less than 2 acres	250 gallons per minute calculated at twenty (20) p.s.i. flowing pressure in excess of the normal estimated water consumption of residences in the subdivision is recommended or at a minimum a 36,000 gallon storage tank is required.	System capable of sustaining this flow for 2 hours is recommended
2 acres or larger lot sizes	Some provision for a water supply for fire protection is recommended; if no water supply is provided a note shall be placed on the final plat indicating that a fire protection water supply is not provided.	

411.02 Emergency Vehicle Access Requirements/Gated Communities

- A. A minimum of two means of access built in conformance to *Cochise County Road Construction Standards and Specifications for Public Improvements* are required for all subdivisions except in rural subdivisions (see definition) and minor expedited residential subdivisions with 27 lots or fewer.
- B. If streets pass under an arch, sign or overpass, a minimum clearance of fourteen (14) feet, six (6) inches must be provided.
- C. Emergency providers shall be provided with convenient and reliable methods for access through subdivision gates without delay.
- D. Gates shall be of a width that is in accordance with the Uniform Building Code or International Fire Code adopted at the time of development.

411.03 Subdivisions Not Within A Fire Protection Service Area

For subdivisions with individual lot sizes greater than 36,000 square feet, if a fire district, volunteer fire department or private protection service are unavailable other measures to provide adequate fire protection may be approved by the County.

A note shall be placed on the final plat indicating that a fire service provider is not available.

412 Water Conservation

412.01 General

- A. Subdivisions shall conform to water conservation measures and policies adopted in the *Cochise County Zoning Regulations* and policies of the *Cochise County Comprehensive Plan* and other ordinances as adopted or as amended from time to time.
- B. Where applicable, water conservation measures as described below shall be included in covenants, conditions and restrictions and depicted on the tentative and final plats as part of a typical lot drawing or as a note on the plat.
- C. Where applicable, water conservation measures shall be enforced by the Homeowner's Association.
- D. The County shall enforce water conservation measures at permit issuance, if approved as a condition of final plat approval.
- E. Water conservation measures in addition to the ones described in this section are encouraged.
- F. Washing outdoor hard surfaces with water is prohibited.

412.02 Landscaping

In street medians, hardscapes, conservation areas, and common areas:

- A. Turf is only allowed for publicly used common areas.
- B. Turf shall not be allowed in areas eight (8) feet wide or less.
- C. Turf or high water-use plants shall not be allowed on slopes that exceed twenty-five (25) percent.
- D. Only plants on the County approved list, as updated from time to time or other drought tolerant plants approved by the County shall be used.
- E. Where irrigation is used, timers shall be installed.
- F. Rainwater harvesting and re-use shall be utilized where practical.
- G. Sprinkler heads shall be installed no closer than eight (8) inches from impermeable surfaces.
- H. Impermeable covering shall not be applied to any soil surfaces.
- I. A minimum of a two (2) inch thick layer of porous mulch shall be applied to all irrigated, non-turf areas.

412.03 Common Use Buildings

- A. All lavatory faucets shall be equipped with mechanisms that close automatically after delivering not more than one (1) quart of water.
- B. Cooling systems that do not need a water source shall be used.
- C. Outdoor misters are prohibited.
- D. All hot water pipes shall be insulated.
- E. All hot water pipes shall be re-circulating and shall have hot water pumps with timers along with adequate signage appropriately displayed on the hot water heater identifying the pump and timer and include instructions for use. On demand hot water systems are exempt from this requirement.
- F. As adopted in the *Cochise County Zoning Regulations*, pool and spa covers shall be used to prevent evaporation.
- G. A gray water diversion valve with a pipe exiting to a potential irrigated landscaped area shall be installed at a minimum, on washing machines, with adequate educational signage prominently displayed if approved by the Cochise County Health Department. The exit pipe shall be adequately marked to indicate it as a non-potable water pipe in conformance with Arizona Department of Environmental Standards.
- H. Water efficient washing machines are required.

413 Land Clearing

A note shall be placed on the tentative and final plats stating that all land clearing shall be in conformance with the *Cochise County Land Clearing Ordinance* and clearing methods depicted on the improvement plans and in the *Hydrology and Hydraulic Report*. Clearing for subdivisions shall not occur until the improvement plans are

reviewed and substantially approved or self-certified by a Professional Civil Engineer registered by the State of Arizona.

414 Lots

- A. The lot area and minimum building setback lines shall conform to the requirements of zoning and other applicable regulations.
- B. The depth and width of lots shall be adequate to provide for off-street parking and loading requirements.
- C. Double frontage lots, except corner lots, shall be prohibited on streets that are identified or function as County collectors and arterials unless a one-foot no access easement is recorded.
- D. Lots cannot be further split.
- E. In numbering lots, the following rules apply:
 - 1. An Arabic numeral shall designate each lot.
 - 2. Numbering shall follow in a continuous fashion within the subdivision.
 - 3. Common areas shall be designated by capital letters and be designated in sequence within a subdivision starting with the letter "A".

415 Lot Corner Staking and Monument Improvements

The subdivider shall be responsible for installing lot corner staking and monument improvements as described below:

- A. Lot corner staking shall be iron or steel bars, or iron pipes at least fifteen (15) inches long and one-half (1/2) inch in diameter and shall be set at all corners, angle points and points of curvature for each lot and block within the subdivision, except for those points at which a monument is found or installed.
- B. Survey monuments shall be installed at:
 - 1. All corners and angle points in the boundaries of the subdivision.
 - 2. The intersecting points of center lines of streets.
 - 3. The intersections of the rights-of-way lines of streets within the boundaries of the plat.
 - 4. At all points of curvature, points of tangency, points of compound curvature, points of reverse curvature, and angle points in the right-of-way lines of streets.

416 Maintenance of Common Areas

- A. An appropriate mechanism, homeowners' association, or some other method shall be required to ensure that common areas, including but not limited to private streets and drainageways and conservation areas, are maintained for the purposes intended, in a manner satisfactory to the Planning and Zoning Commission and the Board of Supervisors.
- B. Enforceable covenants and restrictions shall specify the ownership of the common areas and the responsibility for maintenance, taxes, and insurance. If an association is involved, the covenants and restrictions shall include guarantees that any such association will not be dissolved without the consent of the County.
- C. The County may agree to enforce specific covenants and restrictions if this provision is stated on the final plat as a condition of plat approval.
- D. Thirty (30) days written notice to the County is required if responsibility for the common areas is to be transferred. The County reserves the right to prohibit any such transfer that would not be consistent with these regulations.

417 Requirements for Covenants, Conditions and Restrictions

When common areas such as private streets, drainageways, and conservation areas are held in common ownership and maintained by a homeowners' association, the developer shall:

- A. Provide the County with a copy of the covenants and restrictions governing the association, to be recorded with the final plat.
- B. Include the following declaration in the covenants, conditions and restrictions when private streets and drainageways are proposed:

“All private streets and drainageways depicted on the plat shall remain private and shall not be dedicated to public use until such time as:

 - approval of any such dedication is approved by the property owner through the Homeowner’s Association;
 - the County Board of Supervisors consents to accepting this public dedication; and
 - the streets are upgraded to current County standards before being dedicated to public use.”
- C. Formally establish the association upon final plat approval.
- D. Require mandatory membership for homeowners.
- E. Require that the Association be responsible for maintenance of common areas, pursuant to a comprehensive maintenance plan.
- F. Provide a means for obtaining adequate financial support for the association.
- G. Require that the County be given thirty (30) day’s written notice if responsibility for the common areas is to be transferred.

418 Phasing

- A. Phasing shall be approved as part of tentative plat approval and depicted on tentative and final plats.
- B. Subdivision phasing shall be designed so that each phase can function independently if the other phases are not completed.
- C. All improvements shall be completed for a phase before any assurances guaranteeing improvements are released.
- D. Improvements required to address regional and area needs shall be completed as part of the first phase unless otherwise expressly authorized by the Board of Supervisors.

419 Improvement Plans

- A. Three (3) complete sets of engineering plans and subsequent revisions shall be submitted as self-certified by a Professional Civil Engineer registered by the State of Arizona or submitted for County review along with appropriate review fees in the amount as set forth in the applicable adopted County Fee Schedule, in which case subsequent revisions shall also be submitted for approval by the County Engineer.
- B. Improvement plans shall include all road, drainage, fire protection, utilities, road and regulatory signs and markings and other improvements required for approval of the tentative and final plats.
- C. At a minimum, improvement plans and regulatory signs and marking plans for the first subdivision phase shall be substantially approved by the County Engineer or shall be self-certified by a Professional Civil Engineer registered by the State of Arizona prior to final plat approval. Road design and regulatory signage shall be provided for the entire subdivision.
- D. The Board of Supervisors shall approve regulatory signs for public roads as part of final plat approval.
- E. Improvement plans shall provide for and conform to the requirements in the *Cochise County Road Construction Standards and Specifications for Public Improvements, Floodplain Regulations, and Cochise County Land Clearing Ordinance*.
- F. Prior to approval by the County Engineer, the developer shall provide written confirmation that the plans have been reviewed and approved by the pertinent utility companies.
- G. Unless the Board of Supervisors authorizes a specific amendment to the approved plans, Board approval of the final plat shall be conditional upon the obligation to construct all improvements as indicated on the approved plans.

Article 5 Lot Sales, Improvement Security and Inspections

501 Securing Subdivision Improvements

The purpose of this article is to describe the acceptable methods to guarantee that the required on-site and off-site improvements and utilities are provided before lots are sold. Unless all required improvements are completed, and approved by the County before final plat approval, some method of security to guarantee improvements shall be approved at the time of final plat approval. Any such agreement between the County and the subdivider, Title Company, escrow agent, surety or financial institution shall:

- A. Be in favor of the County.
- B. Be continuous in form.
- C. Designate the County as the beneficiary.
- D. Be approved by the County Attorney.

501.01 Assurance Agreement

An assurance agreement (third party trust agreement) is the most commonly used method of providing assurances.

- A. The Board of Supervisors approves assurance agreements at the time of final plat approval.
- B. The title to the subdivided property is placed in trust with a third party escrow agency or trust company authorized to do business in the State of Arizona along with an agreement between the trustee and the County that title to any lot or parcel within the subdivision will not be transferred until written approval is given by the County for the release or partial release of property held in trust. The County will not authorize any such release until the necessary improvements have been completed.
- C. The agreement must contain an accurate legal description of the subdivision.
- D. Special conditions or improvements unique to the subdivision shall be listed in an attached exhibit.
- E. The agreement must be recorded at the time of final plat recordation.
- F. The agreement must provide authorization for County to abandon the subdivision final plat and convert the property to unsubdivided land if the required improvements fail to be installed in compliance with the County's standard specifications within three years:
 1. The Planning Director, or representative, under authority vested by the Board of Supervisors, may extend the time specified to complete improvements for one (1) year if the purposes of these Regulations would still be served.
 2. The Board of Supervisors may extend the time specified to complete improvements for additional terms if the purposes of these Regulations would still be served.
 3. The subdivider must demonstrate that progress has been made to complete improvements or that an undue hardship would result.
 4. The developer must request an extension before the assurance agreement expires. The determination whether to extend an assurance agreement will be at the sole discretion of the Board of Supervisors, who may consider the following factors in making that determination:
 - i) Whether the property taxes on the subject parcel are current.
 - ii) If the subdivision is phased, whether the subdivision infrastructure improvements for at least 20% of the proposed phase have been completed. If it is not phased, whether at least 25% of the subdivision infrastructure improvements have been completed.
 - iii) The number of extensions previously granted. A maximum of three extensions, not exceeding a total of ten years since either the original approval of the assurance agreement or the most recent release of a lot, whichever has occurred later.

- iv) The economic conditions or other circumstances that are affecting the developer's ability to complete subdivision improvements.
 - v) Has the character of the area or physical factors such as drainage, floodplain, water issues or circulation patterns changed significantly that compliance with current County Subdivision and/or Zoning Regulations is necessary.
- G. If the subdivision is sold, a new assurance agreement shall be executed concurrently with the sale.
- H. Assurances shall be released as follows:
1. After final plat approval, lots for five (5) model homes per phase can be permitted to the developer or duly authorized sales representative prior to completion of improvements. These homes shall not be sold to individual property owners or occupied for residential use until they are released for sale. Model homes will be permitted by phase and additional model homes shall not be permitted for subsequent phases until improvements are completed in the previous phase.
 2. Upon the recommendation of the County Engineer, the Planning Director, or representative, under authority hereby vested by the Board of Supervisors, may release assurances upon a determination that all improvements are completed in accordance with all conditions of final plat approval.
 3. The Planning Director shall record a form in the County Recorder's Office indicating which lots have been released from an assurance agreement within a recorded subdivision.
 4. Partial releases shall only be approved for completed phases.

501.02 Surety (Performance) Bond, Irrevocable Letter of Credit, Cash or Certified Check

- A. A surety bond, irrevocable letter of credit, cash or certified check are all acceptable methods to ensure completion of improvements provided that they are submitted and accepted by the County before final plat approval.
- B. A surety bond or irrevocable letter of credit used for security must be executed by a financial institution or insurer licensed to do business in the State of Arizona.
- C. The total amount to be bonded or obligated must equal the cost estimate for the required improvements. A professional civil engineer registered to practice in the State of Arizona must prepare the estimates and improvement plans. The estimates shall include all expenses that would be incurred by a third party if completing the construction, including materials, equipment, labor, engineering and supervision costs, and an appropriate cost inflation factor. The estimates and preliminary construction plans shall be transmitted to the County Engineer for inspection and approval. The estimates shall be in the amount necessary for the County to construct all required improvements in the event the subdivider defaults.
- D. 75 percent of the lots can be sold and building permits issued upon recordation of the final plat and acceptance of the required security. The Board of Supervisors shall specify a completion date for improvements.
- E. If the subdivider fails to complete the improvements upon which final plat approval was based, the Board of Supervisors may, after reasonable notice to the subdivider, order the cessation of all future land sales until the improvements are completed. The Board at its discretion may demand payment of all security and proceed as determined necessary to protect the public health, safety, and welfare.
- F. The County shall return the security upon acceptance of public improvements which shall occur within one (1) year after completion of the improvements.

501.03 Other Methods of Security

The subdivider may request that the Board of Supervisors approve a substitute means of improvement security. Such a request must be accompanied by the appropriate agreements and any related submittals.

502 Construction and Inspections of Improvements

Improvements required as part of subdivision approval are the subdivider's responsibility. The Board of Supervisors shall not consider the acceptance, for maintenance, of any subdivision streets or other subdivision improvements unless they have been constructed and improved to the minimum Cochise County Road Construction Standards and Specifications for Public Improvements, Floodplain Regulations for Cochise County or other standards set forth in the Subdivision Regulations or approved by the Board of Supervisors. Inspection and acceptance of improvements shall proceed as follows:

- A. A right-of-way permit application shall be submitted for streets dedicated to the public, based on the approved improvement plans, before construction is started.
- B. The subdivider shall have a professional civil engineer registered to practice in the State of Arizona supervise the construction of public and private improvements.
- C. The subdivision engineer shall invite the Highway and Floodplain Inspector and Planning Director or designated representative to a pre-construction meeting and ensure that Highway and Floodplain Inspectors are involved before any construction is started. At this meeting inspections throughout construction shall be scheduled as agreed upon between the subdivision engineer and the Highway and Floodplain Inspector.
- D. The subdivision engineer shall give the inspectors two (2) days notice for inspections.
- E. Inspections shall be conducted as described in the *Cochise County Road Construction Standards and Specifications for Public Improvements*.
- F. Following completion of all required improvements for the subdivision or any phase, a certificate signed and sealed by the subdivision engineer shall be submitted to the County Engineer. This certificate shall:
 1. Certify that all improvements have been completed in substantial accordance with the provisions of these Subdivision Regulations and all other applicable County regulations and in accordance with the plans approved by the County Engineer upon which approval of the final plat was based.
 2. Include a report of the date that the subdivision engineer conducted inspections.
 3. Include a copy of the ADEQ "Certificate of Approval of Construction" for water and wastewater systems.
 4. Include a stamped "Record Drawing" ("as-built") set of Mylar plans along with an electronic version on a CD or DVD compatible with the County's current version of AutoCAD.
- G. Upon receipt of the certification of all completed improvements provided by the project engineer, the County Inspection Team, to include the County Engineer or designated representatives (Engineering and Technical Services Engineer and Inspector and Operations Supervisor) and the Planning Director or designated representatives, shall conduct a final inspection of improvements.
- H. The County Engineer shall give final approval if based on the report from the inspection team improvements are satisfactorily completed in accordance with the approved improvement plans.
- I. The County will formally accept public improvements into the County's maintenance system one year after final inspection upon the determination by the County Engineer that no additional public improvements are required. The applicant is responsible for any repair or re-construction if the public improvements fail to meet the required standards during this one (1) year period.
- J. An inspection fee for public improvements in the amount as set forth in the adopted Highway and Floodplain Fee Schedule as amended from time to time shall be required.
- K. An inspection fee for private improvements in the amount as set forth in the adopted Planning Department Fee Schedule as amended from time to time shall be required.
- L. Existing roads that are incorporated into the subdivision circulation system and that serve existing development shall be maintained to at least the current level of service during construction of subdivision improvements.

Article 6 Alternative Residential Subdivision Options

601 Purpose and Application

The purpose of this Article is to describe alternative residential subdivision options that address particular situations and offer some flexibility of design. For some low-impact developments, density bonuses, exceptions to the general submittal and review process, and alternative requirements are provided.

602 ~~Minor Expedited Residential Subdivisions~~

602.01 Purpose

- A. ~~Provide a more cost-effective option for property owners creating small subdivisions.~~
- B. ~~Encourage landowners to participate in the subdivision process by minimizing processing costs and streamlining the review and approval process.~~
- C. ~~Provide density bonuses for subdivisions that access directly onto County or ADOT maintained paved streets or construct off-site streets that meet County or ADOT standards.~~

602.02 Description of a Minor Expedited Residential Subdivision

A minor subdivision is a subdivision that meets the following criteria:

- A. ~~The subdivision consists of twenty (20) lots or less without the density bonus or a maximum of twenty-seven (27) lots with the density bonus.~~
- B. ~~Lots sizes are flexible so long as health and safety issues, including water and sanitation, are properly addressed.~~
- C. ~~Except for road crossings, construction is not proposed within a designated floodplain.~~
- D. ~~A thirty-four (34) percent density bonus is allowed in zoning districts with a minimum lot size of 36,000 square feet or greater if access to the subdivision is or will be from a paved road.~~

602.03 Density Bonus For Minor Expedited Residential Subdivisions

Table 2

Comparison of Minor Expedited Subdivisions With and Without the Density Bonus: RU-4 Zoning District

Acres	Minor Subdivisions Without Density Bonus	Minor Subdivisions With Density Bonus
80	20 lots (80 acres ÷ 4 acres)	27 lots (20 x 1.34)
60	15 lots (60 acres ÷ 4 acres)	20 lots (15 x 1.34)
40	10 lots (40 acres ÷ 4 acres)	13 lots (10 x 1.34)
20	5 lots (20 acres ÷ 4 acres)	7 lots (5 x 1.34)

602.04 Exceptions to the General Submittal, Review Procedures and Requirements

As noted below, certain general submittals, review procedures, and requirements do not apply to the minor expedited residential subdivisions.

COCHISE COUNTY SUBDIVISION REGULATIONS

- A. ~~No processing fee is charged.~~
- B. ~~The tentative and final plat submittals are combined into a single plat. The plat can be scheduled for review and approval by the Board of Supervisors at the next available meeting after approval by the Planning and Zoning Commission.~~
- C. ~~A drainage report, rather than a Hydrology and Hydraulic Study is required, as defined in the Floodplain Regulations for Cochise County.~~
- D. ~~A traffic analysis report is not required.~~
- E. ~~Where the subdivision connects to a County maintained or ADOT paved road, off-site road improvements are not required, except that the apron connection(s) of any subdivision streets to public roads serving the subdivisions shall be improved to Cochise County Road Construction Standards and Specifications for Public Improvements or ADOT requirements.~~
- F. ~~On-site streets can be built to the Cochise County Road Construction Standards and Specifications for Public Improvements, low volume road standards.~~
- G. ~~A second means of access from a public road is not required.~~
- H. ~~Lot sizes are flexible. The minimum lot size is one (1) acre (43,560 square feet) unless lots are connected to an approved water and sewer system or some other ADEQ approved alternative wastewater treatment system other than a septic system.~~

603 Residential Conservation Subdivisions

603.01 Purpose of a Residential Conservation Subdivision

Development under this provision is optional. It is intended to encourage: a) an innovative site planning design in harmony with the natural features and historic uses, such as ranching, and compatible with constraints of specific sites; b) more cost-effective development due to decreased grading and more efficient servicing of the subdivision with utilities, streets, and other essential services; and c) conservation areas for subdivision or public purposes.

603.02 Description of a Residential Conservation Subdivision

- A. A minimum of fifty (50) percent of the site shall be conservation areas. If the subdivision is proposed to be done in phases, conservation areas for each phase shall be fifty (50) percent. Conservation areas are intended to conserve, in perpetuity, resources that might otherwise be permanently altered by development. These areas shall comprise no less than 40 acres for one subdivision.
- B. In zoning districts with a minimum lot size of 36,000 square feet or greater, a thirty-four (34) percent density bonus is provided so long as the subdivision complies with the design and improvement requirements of this Article.
- ~~C. In zoning districts with a minimum lot size of 36,000 square feet or greater, a fifty (50) percent density bonus is provided, so long as the subdivision is provided with: a water utility company; a sewer system designed for effluent recharge and/or re-use; fire protection, and complies with the design and improvement requirements of this Article.~~
- D. Lot sizes are flexible and do not need to meet the minimum lot size of the zoning district except that the minimum individual lot-size must conform to requirements for sewage disposal, water distribution systems, and fire protection described in Article 4.
- E. Density bonuses cannot be applied to areas within a previously-approved master development plan.

603.03 Density Bonus

Example of Density Bonus For a 1000-Acre Parcel, Zoned RU-4

Subdivision Type	Conservation Areas	Number of Lots & Density Bonus
Conventional	None	Maximum 250 lots (may be less after calculating roads) (No density bonus)
Conservation	50% conservation areas = 500 acres	335 lots (34 % bonus: 250 lots x 1.34)
Conservation with Sewer, Water & Fire Protection	50% conservation areas = 500 acres	375 lots (50 % bonus: 250 lots x 1.5)

603.04 Conservation Area Definition and Design

Conservation area: That area of land not occupied by buildings, towers, walls, billboards, or man-made impervious surfaces that is set aside or reserved in perpetuity for historic ranching use and/or public or

subdivision residents' enjoyment or use. It shall be an integral part of the design within the boundaries of the subdivision and under common ownership or easement.

A. The following categories generally should be included in the conservation area:

1. Wetlands and cienegas;
2. Wash corridors, including a minimum of 50 feet from the primary banks;
3. FEMA designated Flood Zone A's and other special flood hazard areas;
4. Hillside with slopes greater than thirty (30) percent;
5. Ridgelines;
6. Significant wildlife habitat areas and corridors;
7. Cultural or archaeological sites listed on the National or State Register or in local land-use plans; and
8. Significant stands of predominantly unspoiled native and other historically adapted vegetation.

B. The conservation area calculation may include:

1. Other cultural or archaeological sites;
2. Paths or trails not intended for vehicular access within the public right-of-way and to and through the conservation area;
3. Historic ranching and grazing areas other than irrigated agricultural fields (accessory ranch structures or service streets may also be included).
4. Community gardening;
5. Passive outdoor recreation such as hiking, bicycling, or equestrian trails; or
6. Other similar compatible uses.

C. The conservation area calculation shall not include:

1. Any public or private streets accessing the lots;
2. Outdoor storage areas and junkyards;
3. Golf courses; and
4. Other uses or structures incompatible with the intent of conservation areas.

D. Conservation Area Design Considerations:

1. Conservation areas should be as accessible as feasible through direct access or provision of a trail system.
2. Conservation areas should be used to provide access to adjoining public lands where historic access exists. This access may be limited to subdivision residents, except where historic public access exists, in which case it shall be public access. Access may be limited to un-motorized travel only.
3. Conservation areas can be used to buffer the subdivision from adjoining uses, especially higher density or higher intensity uses.
4. The utility of conservation areas shall be determined by the size, shape, topographic and location requirements of the particular purpose proposed for the conservation areas and shall be integrally related to the development and of such a size and slope as to make it useful for its intended purpose.

603.05 Exceptions/Additions to the General Submittal, Review Procedures and Requirements

As noted below, certain procedures and requirements for the Conservation Subdivision differ from those described in Articles 2, 3 and 4.

603.05.01 Preliminary Meeting, Existing Resources and Site Context Drawing

A preliminary meeting will be held to familiarize staff with the project, and the applicant with the Conservation Subdivision process. An existing resources inventory and site context drawing is needed at this meeting to show how the new subdivision fits into the surrounding landscape and show features that cross parcel lines or should be extended through the subject parcel to maintain existing circulation patterns, trails, significant water recharge, vegetation or conservation areas, and corridors. This drawing is an informal drawing that serves as the first step in determining the areas to be maintained as conservation areas. Ten (10) copies of the site context drawing shall be submitted ten (10) days before a preliminary review meeting to be scheduled by the Planning Director. The drawing must be drawn to scale and clear and legible, but does not need to be drawn by an engineer (an aerial photo can be used).

The applicant should be prepared to discuss the following information about the site and the surrounding area within three hundred (300) feet from the boundaries of the site:

1. Adjacent development and zoning.
2. Existing road circulation system in areas adjacent to the site.
3. Existing circulation systems for alternative modes of transportation such as pedestrian, bicycle and equestrian trails, or sidewalks in areas adjacent to the site.
4. Existing watercourses, stream corridors, floodplains, ponds, and wetlands on site and adjacent to the site.
5. Existing areas conserved as part of adjacent developments.
6. Public land adjacent to the site.
7. Ridgelines on site and adjacent to the site.
8. Meadows on site and adjacent to the site.
9. Significant stands of drought tolerant vegetation, native or historically adapted to Cochise County on site and adjacent to the site.
10. General topography.
11. Significant water recharge areas.
12. Hillsides with slopes thirty (30) percent or greater.
13. Existing cultural, archaeological, or historic sites.
14. Scenic corridors identified in adopted County land-use plans if any.

603.05.02 Site Visit

After the existing resources inventory and site context drawing have been reviewed with the Subdivision Committee, the subdivider shall arrange a staff visit to the site to familiarize those reviewing the application with the property. This visit provides an informal setting to discuss preliminary site design and location of conservation areas. The visit should include, but is not limited to, staff from the Planning and Highway and Floodplain Departments, a Planning and Zoning Commissioner if possible, the subdivider, the property owner or seller if available, or someone else familiar with the property, and the subdivision engineer.

603.05.03 Site Layout Meeting

Based on the existing resources inventory, site context drawing, and the site visit, the next step is to develop a preliminary site layout. This can be done as an overlay(s) to the existing resource/site analysis map. It is to be done in conjunction with the Subdivision Committee at a working meeting.

Step 1: Identify Significant Conservation Areas

Sketch in the significant areas listed in 603.04 that shall remain as mandatory conservation areas. The existing resources inventory and site context drawing and site visit provide the information needed to identify these areas.

Step 2: Draw in remaining interconnected conservation areas

It is likely the conservation areas defined in Step 1 will not make up the required fifty (50) percent of the site. The next step is to draw in the remaining conservation areas. These conservation areas shall be designed as described in Section 603.04.

Step 3: Locate Housing Sites

Once Steps 1 and 2 are completed, the area remaining is developable area. In this step, housing sites are located in the developable areas. Locating conservation areas first makes it possible to select housing sites with the best views and access to the conservation areas.

Step 4: Locate Streets and Trails

Once the conservation areas and housing locations have been identified, streets and trails are more easily sited with less impact to the terrain and special features of the site.

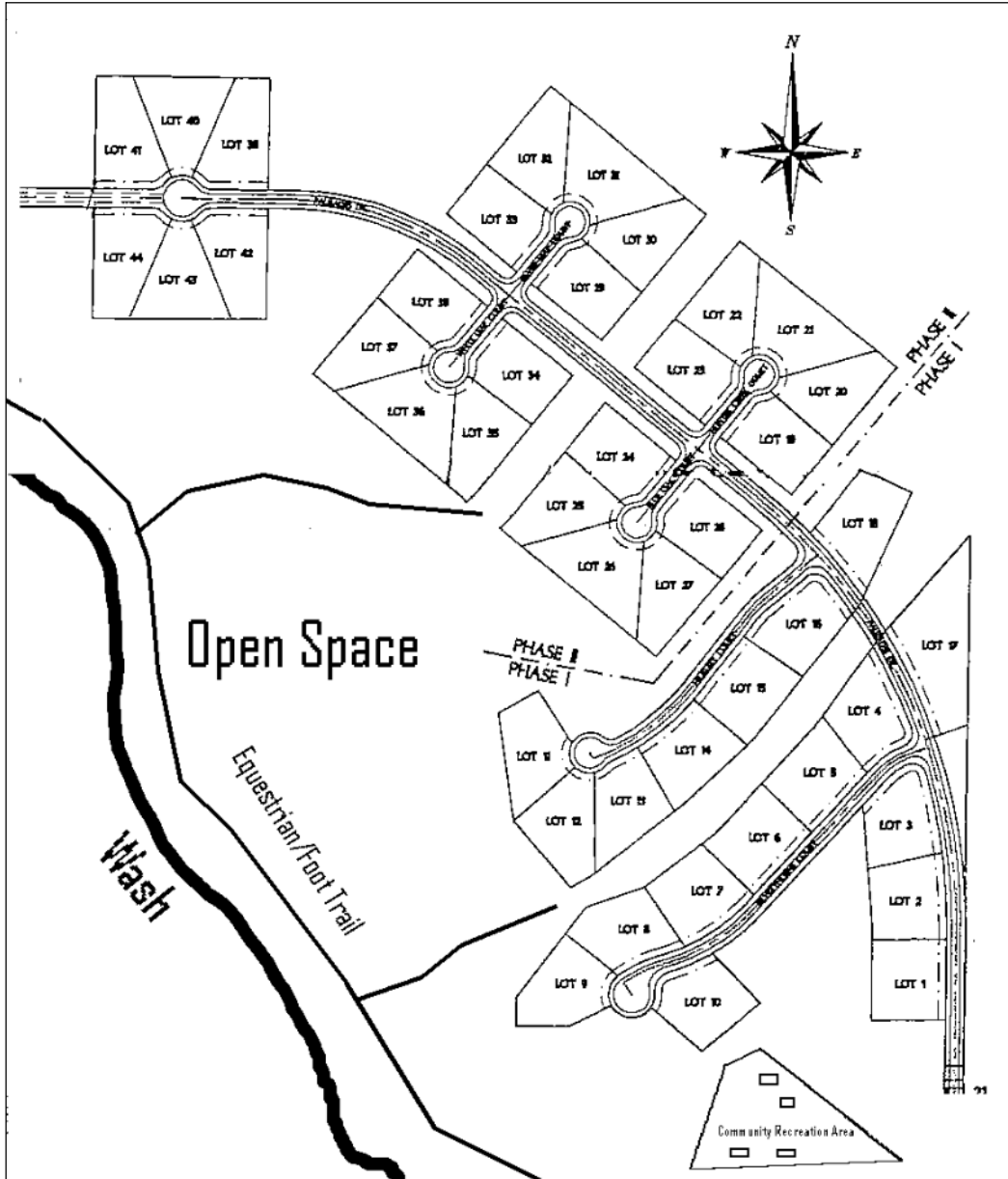
Step 5: Draw in Lot lines

The final step is to draw in the lot lines. Lot sizes are flexible, with a minimum lot size of one (1) acre (43,560 square feet) if individual septic systems and wells are used on individual lots.

603.05.04 Conformance with Site Layout Plan: Formal Tentative and Final Plat Process

The remaining process follows the requirements described in Articles 2 through 5. Additionally, along with these general requirements, the tentative and final plats must be in substantial conformance with the site layout agreed upon by the Subdivision Committee in the previous steps. Conservation areas as agreed upon in the site layout meeting must be depicted on the Tentative and Final Plats with a note calculating the percentage of conservation area provided.

Example: Residential Conservation Subdivision



Adopted 06/22/2004, Resolution # 04-41 #040721721
Revised 01/05/2007 Resolution 06-127
Revised April 18, 2008, Resolution 08-20
Revised June 10, 2008, Resolution 08-45
Revised December 6, 2016, Ordinance 16-06

Article 7 Definitions

701 General Rules

Unless specifically defined below, words or phrases used herein shall be interpreted so as to give them the meaning they have in common usage and to give these Regulations their most reasonable application.

- A. Board of Supervisors means the Board of Supervisors of Cochise County also known as the Board.
- B. Building includes the word structure.
- C. Commission means the Cochise County Planning and Zoning Commission.
- D. Common usage shall be used to interpret all words and terms unless otherwise defined.
- E. Lot includes the words plot or parcel.
- F. Person includes a firm, association, organization, partnership, trust, or company as well as an individual.
- G. Shall and must are mandatory and the words may, can and should are permissive.
- H. Applicant includes subdivider, developer, property owner, and authorized representative.
- I. Used or occupied includes the words intended, designed, or arranged to be used or occupied.
- J. The words road and street can be used interchangeably.

702 Definitions

Abandoned: Said of streets, public ways, easements or rights-of-way when the Board of Supervisors, by proper actions abrogates all public rights to said streets, public ways, easements or rights-of-way.

Acre: An area of land comprising forty-three thousand, five hundred sixty (43,560) square feet.

Agent: Person representing the applicant during subdivision project. An agent shall provide a notarized authorization of agency from the property owner(s).

ADOT: Arizona Department of Transportation.

Approval, Tentative: Approval of the tentative plat by the Commission.

Approval, Conditional: An affirmative action by the Commission or the Board of Supervisors indicating that approval shall be forthcoming upon satisfaction of certain specified stipulations

Approval, Final: Unconditional approval of the final plat by the Board of Supervisors, as evidenced by certification on said plat by the Clerk of the Board of Supervisors.

Area of Jurisdiction: All of that part of the County outside the limits of any incorporated municipality.

Block: That property or group of lots entirely surrounded by streams, rail, streets, unsubdivided acreage, or other barrier, except an alley, of such size as to interrupt the continuity of development on both sides thereof.

Common areas: Those areas reserved for the common use of all subdivision property owners. Common areas can include commonly owned conservation areas, private streets, and other private infrastructure and areas maintained in agricultural or other conservation easements.

Conservation Easement: A recorded document preserving land in perpetuity in its present, repaired, or enhanced state as described in the easement document.

Cost estimates: The estimated cost of subdivision improvements including an appropriate inflation factor, approved by the County Engineer, to be used to determine the amount needed to secure improvements.

Covenants, conditions, and restrictions: A privately executed, recorded, and enforced document designed to govern the use of lots within a subdivision. The County cannot legally enforce covenants unless specific restrictions are denoted on the final plat as a condition of final plat approval.

Dedication: The giving by the owner of private property for public use, and the acceptance by the proper public authority.

Defensible Space: Refers to an area around the perimeter of structures or developments that is designed to be a key point of defense against encroaching fires.

Easement: A grant by the owner to the public or some particular person or part of the public of a parcel of land set aside or over which a liberty, privilege or advantage in land without profit exists, but distinct from the ownership of said land.

Engineer, County: The Cochise County Engineer who is the Highway and Floodplain Department Director or a designated representative.

Engineer, Subdivision: The project engineer registered to practice in Arizona and authorized by the property owner to oversee the project including construction of improvements.

Engineering Improvement Plans: Plans, profiles, maps, cross-sections, and other required details necessary for the construction of public improvements, prepared by an engineer registered to practice in the State of Arizona in accordance with the approved tentative plat and in compliance with standards of design and construction of the County.

Exception: Any parcel of land located within the boundaries of a subdivision that is not included in the plat.

Fees: As set forth in the adopted Recorder, Planning and Zoning, Highway and Floodplain, and Health Department Fee Schedules. All checks are payable to the Cochise County Treasurer.

Floodplain Regulations: The *Floodplain Regulations for Cochise County* adopted by the Flood Control District and as amended from time to time.

Metes and Bounds: The legal description of a lot or parcel of land by courses and distances.

Owner: The person or persons holding title by deed to land, or holding title as vendees under a land sale contract, or holding any other title of record.

Parks: Include turf field game areas, hard-surface game courts, multiple use-areas, circulation, parking, recreation service buildings and other park-related uses.

Paved: to include double bituminous surface treatment and asphaltic concrete.

Plan, Comprehensive: Plan and maps adopted by the Board of Supervisors for the guidance of growth in Cochise County.

Plans, Other: Other plans and maps adopted by the Board of Supervisors as amendments to the Comprehensive Plan for the guidance of growth in a specific area of Cochise County. The term plan includes community, regional, neighborhood, area, master development, and transportation or circulation plans.

Planning Director: The Director of the Cochise County Planning Department.

Plat, Tentative: A preliminary map, including supporting data, indicating a proposed subdivision development, prepared in accordance with the provision of these Subdivision Regulations.

Plat, Final: A map of all or a part of a subdivision providing substantial conformance to an approved tentative plat prepared in accordance with the provisions of these Subdivision Regulations and bearing all certificates of approval as required by these Subdivision Regulations and duly recorded by the Cochise County Recorder.

Rights-of-Way: The entire dedicated tract or strip of land that is for the use of the public for circulation and services, the length and width of which shall be sufficient to provide adequate accommodation for all physical features to be included therein in accordance with the *Cochise County Road Construction Standards and Specifications for Public Improvements*.

Roadway Construction Standards: Refers to the *Cochise County Road Construction Standards and Specifications for Public Improvements*, a set of regulations setting forth details, specifications, and requirements established by the County Engineer, approved and amended from time to time by the Board of Supervisors, for design and construction of improvements within established County road rights-of-way and within private subdivision street easements.

Rural Subdivision: Average density of one dwelling unit per two (2) acres or less dense.

Signs and markings: Street name signs including directionals, stop signs, speed limit, and other regulatory signs and markings. Signs shall comply with *Manual of Uniform Traffic Control Devices* (MUTCD) and all regulatory signs shall be approved by the Board of Supervisors as part of final plat approval.

Substantial progress towards final plat approval: Substantial progress requires that a final plat has been submitted for review and that progress has been made addressing any conditions of Tentative Plat approval.

Tract: Any portion of land included within the subdivision that is not used as an individual parcel usually denoted A, B, C.... The purpose of a tract shall be denoted on the tentative and final plats.

Article 8 Adoption of Ordinance and Severability

801 Application

These Subdivision Regulations shall apply and govern the subdivision of all land within the area of jurisdiction. Where these Subdivision Regulations impose a greater restriction upon land improvement, development, or use, than is imposed or required by existing provisions of law, ordinance, contract, or deed, these Subdivision Regulations shall control.

802 Approval Required

Until a tentative plat and a final plat of a subdivision shall have been approved and recorded in accordance with these Subdivision Regulations, no person proposing a subdivision within the area of jurisdiction shall subdivide or file a plat for record, or sell any part of said subdivision.

803 Zoning

All proposed subdivisions shall be designed to meet the requirements for the zoning district within which it is located. In the event that an amendment or variance from zoning requirements is requested, said action shall be initiated by the property owner or his authorized agent. The processing of the tentative plat shall not proceed until a complete application for such zoning amendments or variances required in relation to said tentative plat has been submitted. A final plat shall not be approved until such zoning amendments or variances have been approved.

804 Severability

If any provisions of these Subdivision Regulations be held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision, and to this end the provisions of these Subdivision Regulations are declared to be severable.

805 Conflicting Provisions Repealed

All other ordinances, regulations, resolutions and parts thereof which conflict with the provisions of these Subdivision Regulations, to the extent of such conflict and no further are hereby repealed.

806 Amending the Regulations

The Board of Supervisors may, after receiving a recommendation from the Commission and after holding a public hearing as required by law, amend these Subdivision Regulations. Amendments may be initiated pursuant to an application or by the Commission on its own motion.

807 Effective Date

These Subdivision Regulations shall become effective beginning on June 22, 2004 and remain in full force thereafter.

APPROVED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS 22nd DAY OF JUNE 2004

RESOLUTION NUMBER 04-41