

# DRAFT

## Cochise County Planning Commission

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

### Regular Meeting

@<Date@>

4:00 p.m.

### AGENDA

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**
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. Z-18-09 (Contreras)The Applicant is requesting to rezone an approximately 9,000 square foot lot from R-18 (Residential, one dwelling per 18,000 square feet to R-9 (Residential, one dwelling per 9,000 square feet. In addition, Cochise County Development Services is requesting to extend this rezoning to include ten (10) additional parcels for a total of approximately 5.26 acres.
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**

**P&Z Agenda Template**

**3.**

**Meeting Date:** 11/14/2018

**Submitted By:** Robert Kirschmann, Community Development

**Department:** Community Development

**Presentation:** No A/V Presentation

**NAME  
of PRESENTER:**

**TITLE  
of PRESENTER:**

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**Agenda Item Text:**

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

**Background:**

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**Attachments**

Draft Minutes

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# DRAFT

## PROCEEDINGS OF THE COCHISE COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING HELD ON Wednesday, October 10, 2018

A regular board meeting of the Cochise County Planning and Zoning Commission was held on Wednesday, October 10, 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; Nathan Watkins, Member; Patrick Greene, Chairman; Pat Edie, Member; Jim Martzke, Member; Gary Brauchla, Member

Absent: Tom Borer, Member; Carmen Miller, Member

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

Attendees: Daniel Thiels, Applicant

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

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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**
  - Motion by Member Jim Martzke, Second by Member Pat Edie
  - Vote:** 5 - 0 Approved
  1. Approve minutes of the August 08, 2018 meeting.

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. Z-18-08 (Thiels) The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres).

Motion by Member Jim Martzke, Second by Vice Chair Wayne Gegan Mr. Gardner present the docket using a PowerPoint presentation preserved in the files.

Mr. Daniel Thiels, applicant spoke on the his request and praised Mr. Gardner for all of his assistance.

There was n one else to speak to the Docket and the Planning Commission voted to recommended approval to the Board of Supervisors.

**Vote:** 7 - 0 Approved

2. Work Session regarding attached redline version of proposed subdivision regulations.

Mr. Gardner presented a "Track Change" version of the proposed changes.

The Commission discussed percolation tests and decided to further discuss the issue when the item returns to the Commission.

Discussion also took place on removing the incentives. Staff will re-evalute the current language and bring new suggestion back for Commission consideration.

As this was a discussion item, no motion was necessary.

**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 4:58 p.m.

APPROVED:

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Patrick Greene, Chairman

ATTEST:

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Daniel Coxworth, Development Services Director

**P&Z Agenda Template**

**6. 1.**

**Meeting Date:** 11/14/2018

Z-18-09 (Contreras)

**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:**

Z-18-09 (Contreras)The Applicant is requesting to rezone an approximately 9,000 square foot lot from R-18 (Residential, one dwelling per 18,000 square feet to R-9 (Residential, one dwelling per 9,000 square feet. In addition, Cochise County Development Services is requesting to extend this rezoning to include ten (10) additional parcels for a total of approximately 5.26 acres.

**Background:**

The Applicant is requesting to rezone an approximately 9,000 square foot lot from R-18 (Residential, one dwelling per 18,000 square feet to R-9 (Residential, one dwelling per 9,000 square feet. In addition, Cochise County Development Services is requesting to extend this rezoning to include ten (10) additional parcels for a total of approximately 5.26 acres. The request is to make Mr. Contreras lot buildable and help existing sub-standard lots, several with residences more conforming.

Mr. Paul Contreras purchased lot 102-39-011K approximately 10 years ago with the intention of constructing a single family home in the future. When he approached the county earlier this year he was told that the lot was too small to construct a home. The only way that the County could issue a permit for the parcel would be if the zoning was changed to R-9, which allows lots of 9,000 square feet. After the Applicant submitted his application Staff started looking at the neighborhood. There are 9 lots that do not comply with the current zoning requiring 18,000 square feet. The rezoning to 9,000 square feet will still not help every lot but it will bring them closer to compliance then they are today. Perhaps, working together the individual land owners could adjust lot lines in the future to have conforming lots. Several of the lots were split prior to 1975 and are thereby "Grandfathered".

Other than maximum density, and a reduction in setbacks (20 feet to 10 feet) no other site development standards change from R-18 to R-9. Several of these lots have homes, sheds and garages which project into required setbacks. Staff would request that the existing non-compliant structures be allowed to remain and deemed compliant.

**Attachments**

Staff Report

Application

Applicant Outreach

Public 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-18-09 (Contreras)  
**DATE:** October 31, 2018 for the November 14, 2018 Meeting

**APPLICATION FOR A REZONING**

The Applicant is requesting to rezone an approximately 9,000 square foot lot from R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet). In addition, Cochise County Development Services is requesting to extend this rezoning to include ten (10) additional parcels for a total of approximately 5.26 acres. The request is to make Mr. Contreras lot buildable and help existing sub-standard lots, several with residences more conforming.

The subject parcels, APN 102-39-011N (2289 South Naco Highway), 102-39-011L (2301 South Naco Highway), 102-39-011H (no address), 102-39-011F ( 2339 S Sunflower Lane), 102-39-011E (2323 Sunflower Lane), 102-39-011G (2319 Sunflower Lane), 102-39-011I (2313 Sunflower Lane), 102-39-011K (No address), 102-39-011C (no address), 102-39-011J (1203 Granada Lane), 102-39-011D (no address) are on the southeast corner of South Naco Highway and West Granada Lane, south of Bisbee. The parcels are further described as being situated in Section 05 of Township 24 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona.

**I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES**

Parcel Sizes:	Varies from ~2.7 acres to ~8,300 square feet
Current Zoning:	R-18 (Residential; one dwelling per 18,000 square feet)
Proposed Zoning:	R-9 (Residential; one dwelling per 9,000 square feet)
Growth Area:	B – Neighborhood Conservation
Plan Designation:	Neighborhood Conservation
Area Plan:	None
Existing Uses:	Existing single family homes/vacant land
Proposed Uses:	Allow applicant to construct a home and help bring surrounding lots closer into compliance.

**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**

<b>Relation to Subject Parcel</b>	<b>Zoning District</b>	<b>Use of Property</b>
North	R-18	Single family homes
South	R-18	Single family homes
East	R-18	Single family homes
West	RU-4	Vacant Lane/ Naco Highway

**II. PARCEL HISTORY**

Five of the eleven parcels currently have single family homes constructed on them. Many of the homes in the area were built prior to the requirement for permits. The following is a breakdown of the individual lots:

**102-39-011K (Applicant’s Property):**

- No permit history

**102-39-011N:**

- Existing house, no permits on file

**102-39-011L**

- House built ~1959
- Demo 2013

**102-39-011H**

- No permit history

**102-39-011J/D**

- Existing house, permits on file include gas line and furnace room.

**102-39-011C**

- Manufactured home, 1985

**102-39-011I**

- Existing house, only fence permit on file

**102-39-011G/E**

- Septic permits on file, stem walls left abandoned on lots

**102-39-011F**

- No permit history





**3. Adjacent Districts Remain Capable of Development: Complies**

The proposed rezoning would not affect the development prospects of any neighboring property. The rezoning is primarily surrounded by developed properties.

**4. Limitation on Creation of Nonconforming Uses: Complies**

If approved, the rezoning would not create any non-conforming land uses. However, without approval of the waiver, several structures would not comply with setback regulations.

**5. Compatibility with Existing Development: Complies**

The area is largely characterized by dense residential development. There are several other similar parcels in the surrounding blocks that have been split and have single family homes on them. Some of these parcels were split prior to the adoption of zoning in 1975 and are therefore legal non-conforming.

**6. Rezoning to More Intense Districts: Does not fully comply**

While small, isolated rezonings to more intense districts are generally discouraged, the fact that five of the eleven parcels are currently developed, and the surrounding area is largely developed impacts will be reduced to all but an 2.5-acre adjacent property. This property owner has stated he is in opposition to the rezoning because he believed the Applicant's property would be vacant due to the zoning (a copy of the letter is attached).

**7. Adequate Services and Infrastructure: Complies**

The site is currently undeveloped however water and power are available to the site. There is no sewer system, so a septic system will be required. Sunflower is a 40 foot easement per DK361-381.

**8. Traffic Circulation Criteria: Complies**

Should the larger 2.5-acre parcel decide to subdivide a total of eleven lots could be created based on square footage. Due to the existing lot configurations and access it is unlikely that eleven lots could be created. However, using that number as total of 25 to 32 additional trips may be generated. Some improvements to Sunflower Lane may be warranted, should that number be reached in the future.

**9. Development Along Major Streets: Not Applicable**

The rezoning is located near the Corner of Naco Highway and Granada Lane (County Collector, 30 foot dedication). However, Sunflower Lane, a dedicated easement (40 feet in width) provides access to several existing residential homes and lots including the Applicant's parcel. The County's right-of-way department has stated no additional right-of-way is required at this time.

**10. Infill: Not Applicable**

This Factor applies only for rezoning requests to GB, LI or HI.

**11. Unique Topographic Features: Complies**

There are no exceptional topographic features warranting consideration on or near the site.

## **12. Water Conservation: Not applicable**

The property is not within the Sierra Vista Sub-watershed.

## **13. Public Input: Complies**

The Applicant completed a Citizen Review, and Staff mailed notices to neighboring property owners within 1,000 feet of the subject property on September 10, 2018. Staff posted the property on October 10, 2018 and published a legal notice in the *San Pedro Valley Sun-News* on October 24, 2018. The applicant received one letter in support and one in opposition.

## **14. Hazardous Materials: Not Applicable**

No hazardous materials are proposed.

## **15. Compliance with Area Plan: Not Applicable**

The subject property does not lie within an adopted Area Plan.

## **V. PUBLIC COMMENT**

In response to County mailings, the Planning Department has received one written response in support and one written response in opposition. Please find all correspondence received by Staff and the Applicant attached.

## **VI. MODIFICATIONS TO DEVELOPMENT STANDARDS**

Staff would request that the setbacks be modified to allow existing homes, garages, sheds, etc. which encroach into the required setbacks be allowed to continue.

## **VII. SUMMARY AND CONCLUSION**

The Applicant is requesting the Commission permission to rezone his lot to allow the construction of a single family home. Cochise County Development Services is requesting to extend that rezoning to include a total of 11 parcels and 5.26 acres. The request is rezoning from R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet). Today, the applicant is unable to build a home on his property.

### **Factors in Favor of Approval**

1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area; and
2. Existing property owners, which were not involved with the illegal lot splits will have compliant properties and be able to replace in the event of a fire, obtain permits, and construct a new home.
3. Two letters of support have been received.

### **Factors Against Approval**

1. Should the vacant parcel be developed, minor increases in traffic might be seen and improvements might be needed on Sunflower Lane.
2. One letter of opposition has been received.

## **VIII. RECOMMENDATION**



Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

1. The property owner 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 property owners' 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.

Sample Motion: *Mr. Chairman, I move to forward Docket Z-18-09 to the Board of Supervisors with a recommendation of Approval, with the Conditions of Approval recommended by staff; the Factors in Favor of Approval constituting the Findings of Fact.*



**Cochise County**  
**Community Development**  
 Planning, Zoning and Building Safety Division

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**COCHISE COUNTY REZONING APPLICATION**

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

1. Applicant's Name: \_\_\_\_\_

2. Mailing Address: 5755 N. Escondido Ln. \_\_\_\_\_

Tucson Az 85704  
 City State Zip Code

3. Telephone Number of Applicant: 520-822-4529 \_\_\_\_\_

4. Telephone Number of Contact Person if Different: \_\_\_\_\_

5. Email Address: paulshomes@gmail.com \_\_\_\_\_

6. Assessor's Tax Parcel Number: 102-39-011K - - \_\_\_\_\_ (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  
 520-432-8278 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:
  - 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 \_\_\_\_\_
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: R18
14. Indicate proposed Zoning District for Property: R9

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: B-neighborhood (A County planner can provide this information.)
16. Comprehensive Plan Designation or Community Plan: none (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: none

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18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: future single family residence

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

- No  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?  
Sunflower Ln. off of Granada Ln.

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? Not applicable

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? Not applicable

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Arizona Water Co.	
Sewer/Septic	Septic	
Electricity	APS Electric	
Natural Gas	Southwest Gas	
Telephone	Century Link	
Fire Protection	Bisbee Fire	

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).

The lot is zoned R-18, lot needs to be rezoned to R-9 to match lot size. I would like to build a single

family residence in the future. Current zoning dose not match lot size.

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: John Smith

Date: 9/17/18

# OWNER'S POLICY OF TITLE INSURANCE

Issued by **Transnation Title Insurance Company**



*Transnation Title Insurance Company is a member of the  
LandAmerica family of title insurance underwriters.*

**POLICY NUMBER**

**A38-Z056574**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

## Error! Not a valid filename: 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:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) 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
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights of defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent

jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**CONDITIONS AND STIPULATIONS**  
(Continued)

**7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or
- (ii) the difference between the value of the insured estate or interest or the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which

case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

**(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(b) The Company's Rights Against Non-Insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION.**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

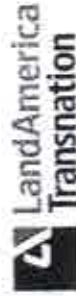
## OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/52)

Issued by

**Transnation Title  
Insurance Company**

Transnation Title Insurance Company  
is a member of the LandAmerica family of title insurance underwriters.



LandAmerica Financial Group, Inc.  
101 Gateway Center Parkway  
Richmond, Virginia 23235-5153  
[www.landam.com](http://www.landam.com)

## THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Transnation Title Insurance Company  
Consumer Affairs  
P. O. Box 27567  
Richmond, Virginia 23261-7567  
telephone, toll free: 800 445-7086  
web: [www.landam.com](http://www.landam.com)

We thank you for choosing to do business with Transnation Title Insurance Company, and look forward to meeting your future title insurance needs.

Transnation Title Insurance Company  
is a member of the LandAmerica family of title insurance underwriters.



**Schedule A - continued**

Policy No: A38-Z056574

File No: 00517187-FMM

Reference No.

**Transnation Title Insurance Company**

**SCHEDULE A**

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

Liability Amount  
\$ 11,200.00

Effective Date  
September 7, 2006  
at 12:00 p.m.

Premium: 175.00  
Rate Code: 1.01J  
Fee No. 0609-33860

**INSURED**

Paul Contreras, a single man

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

Paul Contreras, a single man

2. The estate or interest in the land described or referred to in this Schedule covered by this policy is a fee.

3. The land referred to in this policy is located in Cochise County, Arizona, and is described as follows:

A portion of Lots 3 and 4, SUNSET ACRES, according to Book 3 of Maps, page 115, records of Cochise County, Arizona and more specifically described as follows:

BEGINNING at the Southwest corner of Lot 5 of said Sunset Acres;  
thence North along the West line of Lots 5 and 4 of said subdivision, a distance of 340.00 feet;  
thence East a distance of 174.86 feet to the TRUE POINT OF BEGINNING;  
thence North a distance of 90.00 feet;  
thence East a distance of 100.00 feet;  
thence South a distance of 90.00 feet;  
thence West a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

Transnation Title Insurance Company

BY \_\_\_\_\_  
AUTHORIZED SIGNATORY

deb

**Transnation Title Insurance Company**

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

**SCHEDULE B**

This policy does not insure against loss or damage, nor against any costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

**PART I**

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, and agreements, covenants, conditions or rights incident thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

Transnation Title Insurance Company

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

PART II

(All recording data refer to records in the office of the County Recorder of the County in which the land is situated.)

1. Liabilities and Obligations imposed upon said land by reason of its inclusion with the following named district:

Sanjo Fire District #80-68

2. Taxes and assessments collectible by the County Treasurer not yet due and payable for the following year:

Year : 2006

3. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket : 361  
Page : 381  
Purpose : ingress and egress

4. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket : 1004  
Page : 132  
Purpose : Electric lines

5. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket : 1273  
Page : 544  
Purpose : Water mains

END OF EXCEPTIONS

**Transnation Title Insurance Company**

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

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This policy contains the following Endorsements which are hereby made a part hereof as of the Date of this Policy:

None

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**NOT A PART OF THIS POLICY  
TAX INFORMATION SHEET**

Any Real Estate Tax not shown as an Exception in Part One of Schedule B of this policy may be assumed paid.

Real Estate Taxes in Arizona are assessed on a calendar year.

The first installment (one half) is due and payable on the first day of October and delinquent of the first day of November of the tax year.

The second installment (remaining one-half) is due and payable on the first day of October of the tax year, but not due until the first day of March of the year following the tax year and becomes delinquent on the first day of May of the year following the tax year.

STATE OF ARIZONA }  
COUNTY OF COCHISE }  
} ss  
} Seal  
JAMES D. BIXON County Recorder  
} Deputy  
} Notary  
} Compared

I hereby certify that the within instrument was filed and recorded at request of  
**PIONEER TITLE & TRUST CO.**  
**BISEE, ARIZONA.**

Fee \$ 2.50  
L. S. \_\_\_\_\_  
Date **JUL 27 1964 - 3 22 PM**  
Total \$ DOCKET 361  
Docket # 381-382 12817  
Paid \_\_\_\_\_

**WARRANTY DEED**

1  
2  
3 KNOW ALL MEN BY THESE PRESENTS:

4 THIS INDENTURE made this 24th day of July, 1964, by  
5 and between ALEJANDRO U. MOROYOQUI and ENCARNACION MOROYOQUI,  
6 his wife, parties of the first part, and ERNESTO L. MOROYOQUI  
7 and FRANCISCA N. MOROYOQUI, his wife, parties of the second part.

8 WITNESSETH:

9 Parties of the first part, for and in consideration  
10 of the sum of Ten Dollars (\$10.00), and other valuable consider-  
11 ation, to them in hand paid, the receipt of which is hereby  
12 acknowledged and acquittance therefor forever given, do hereby  
13 grant, bargain, sell and convey unto the parties of the second  
14 part all those certain premises described with particularity as  
15 follows:

16 A portion of Lot 5 Sunset Acres, per  
17 the official map thereof recorded in  
18 the office of the County Recorder of  
19 Cochise County, Arizona, on December  
20 9, 1953, in Book 3 of Maps, at page  
21 115, more particularly described as:

22 Beginning at the Southeast corner of  
23 said Lot 5; thence West 110 feet;  
24 thence North 100 feet; thence East  
25 110 feet; thence South 110 feet to  
26 the point of beginning.

27 Together with a right-of-way and ease-  
28 ment for road purposes for ingress to  
29 and egress from the above described  
30 parcel over and across a portion of  
31 Lots 3, 4 and 5 of said Sunset Acres,  
32 more particularly described as:

A strip of land forty (40) feet in  
width, lying twenty (20) feet on each  
side of a center line which said center  
line is particularly described as follows:  
Beginning at a point on the South bound-  
ary of said Lot 5, which point is 130'  
West of the Southeast corner of said  
Lot 5; thence North to a point of inter-  
section with the North boundary of said  
Lot 3 of said Sunset Acres. Provided,  
however, that the easement herein grant-  
ed shall not attach exclusively to the  
hereinabove described portion of said

*Testimony*  
to:  
W. SHELLY DICKEY  
1208 NORTH SPALL  
DOUGLAS, ARIZONA

Lot 5, but said easement shall inhere to the use and benefit of all other parcels of land abutting upon said easement and of all persons now or hereafter owning or having an interest in any of said parcels or any part thereof.

TO HAVE AND TO HOLD the above described premises, together with all all and singular the rights and appurtenances thereto in anywise belonging unto the said ERNESTO L. MOROYOQUI and FRANCISCA N. MOROYOQUI, his wife, their heirs and assigns forever.

And we bind ourselves and our successors to warrant and forever defend, all and singular, the premises unto the said ERNESTO L. MOROYOQUI and FRANCISCA N. MOROYOQUI, his wife, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

*Alejandro U. Moroyoqui*  
ALEJANDRO U. MOROYOQUI

*Encarnacion Moroyoqui*  
ENCARNACION MOROYOQUI

STATE OF ARIZONA )  
COUNTY OF COCHISE ) ss.

On this the 24th day of July, 1964, before me, the undersigned Notary Public, personally appeared ALEJANDRO U. MOROYOQUI and ENCARNACION MOROYOQUI, his wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

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

*W. Shelley Ruch*  
Notary Public

My Commission Expires:  
July 15, 1968



LOW OFFICER  
W. SHELLEY RUCH  
1007 LOWELL STREET  
DOUGLAS, ARIZONA

PROFESSOR



John Paul Contreras  
P.O Box 91813  
Tucson, Az 85752

9/10/2018

Dear Friends and Neighbors,

My name is John Paul Contreras I am representing myself. I own a vacant lot that is 9000 Square feet and I am looking to put a small home on it. The parcel number is 102-39-011k. I have owned the vacant lot since September 9, 2006.

The project will include:

- One 800 to 1350 Square foot Home

The parcel is currently zoned Residential, one home per 18,000 square feet (R-18). With my lot only being (9,000 square feet I am unable to build a home without rezoning my parcel. Therefore, I am required to go through the rezoning process to build my home. Part of that process includes getting feedback from you, our neighbors.

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:

John Paul Contreras  
P.O Box 91813  
Tucson, Az 85752

Brian Burke  
4N070 Swift Rd.  
Addison, IL. 60101

9-21-2018

Dear John Contreras,

I am contacting you regarding your letter addressed to my sister Shelia Haskins. Shelia Haskins, Eileen Esler (my sister) and I together own the nearby parcel 02-39-010 9 in Bisbee Az. I believe I am agreeable with your proposal and would like to speak to you at you convenience.

I can be reached at:

630-651-8735.

# Rezoning Docket Z-18-09 (Contreras)

**YES, I SUPPORT THIS REQUEST**

Please state your reasons:

*I had the same problem when I was Bulding my House and had to acquire more land.*

**NO, I DO NOT SUPPORT THIS REQUEST:**

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

*Fernando Noe*

SIGNATURE(S):

*Fernando Noe*

YOUR TAX PARCEL NUMBER: 102-39-015 C1 (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 Thursday, November 1, 2018** to be included in the staff report to the Commission, and by **Thursday, November 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](mailto:rkirschmann@cochise.az.gov). Comments received after the November 1 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 November 14, 2018 for the Planning and Zoning Commission and December 4, 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

Zachary Palma  
2301 S Naco Hwy  
Bisbee, AZ 85603

9/27/18

Mr. Contreras,

Thank you for the cordial letter regarding your thoughts on your property, me and my wife appreciate the communication.

We are familiar with the roughly 90ft x 100ft piece of property floating in the northeastern realm of our property. My wife and I are currently remodeling a travel trailer to temporarily live in during the construction of our house. Our design and plans for construction are underway and we plan on submitting permits to the county in early October to build an adobe house on the northern half of our property. We bought this property back in late spring with the goals of creating an inviting, uniquely designed, isolated, natural space that is not too far from the town of Bisbee.

With this in mind we are curious what your plan is to do with this small piece of property that you have. As zoning rules go, I am under the impression that building limits need to be 50ft away from property lines. That seems to leave you with negative room from all sides to build. Are you thinking of putting in a manufactured home, build a tiny house, etc? How would you access the property? How would you maintain boundaries? We are curious.

To state clearly, we are very much fans of DIY people and love neighbors. Without more information this sounds like a cool idea (and something that we have done or would do), but the idea of that happening basically within our land sounds rather intruding (hence building and zoning codes). We purchased the property with the information that the small island does not have zoning capabilities for building. This was a factor in our decision to buy the 2.5 acres in sunset acres.

I hope this letter is not rude, but rather direct and honest. I await a letter from the county still.

Zachary Palma