



**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: DCM Development Company, LLC.

2. Mailing Address: 3650 N. Oracle Road

<u>Tucson</u>	<u>AZ</u>	<u>85705</u>
City	State	Zip Code

3. Telephone Number of Applicant: 520-888-1212

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

5. Email Address: denise@lechnerconstruction.us

6. Assessor's Tax Parcel Number: 104 - 86 - 059P (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: X
- 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:  X
- 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  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:  RU-4

14. Indicate proposed Zoning District for Property:  RU-2

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:  D  (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan:  Rural Resid  (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:  There are no structures

currently on the property. \_\_\_\_\_

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan:  9100 square foot retail

store. \_\_\_\_\_

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?

Ramsey Road  
 \_\_\_\_\_  
 \_\_\_\_\_

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? None

\_\_\_\_\_

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? 1

23. Identify how the following services will be provided:

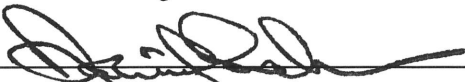
Service	Utility Company/Service Provider	Provisions to be made
Water	Well	
Sewer/Septic	Septic	
Electricity	Sulphur Springs Valley Electric Cooperative	
Natural Gas	N/A	
Telephone	Century Link	
Fire Protection	Fry Fire Department	

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).

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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: 2/27/20



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.

Date

TO:

FROM:

RE: Authorization

DCM Development Company, LLC

To Whom It May Concern:

As the owner of Cochise County parcel number #104-82-059P, Elvis Novoa ("Owner"), hereby authorizes DCM Development Company, LLC to act on Owners behalf in submitting items for development of said parcel to Cochise County Development Services, Cochise County Health Department, The City of Sierra Vista, ADEQ and ADOT.

Thank you

OWNER:

By: [Signature] Date: Feb 25, 20

State of: ARIZONA

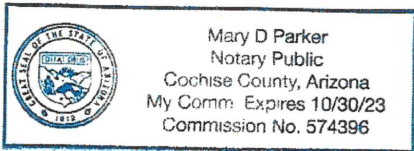
County of: COCHISE

The forgoing document was acknowledged before me 25th day of FEBRUARY 2020

[Signature]

Notary Public

My commission expires: 10-30-2023



at the request of Pioneer Title Agency, Inc.

When recorded mail to  
Pioneer Title Agency, Inc.  
Account Servicing Department  
P.O. Box 1900  
Sierra Vista, AZ 85636-1900  
71001443-ABH

Tax Code: 104-82-059P

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

Date: August 24, 2017

**TRUSTOR:**

Elvis Novoa, An Unmarried Man

whose mailing address is 2160 E. Fry Blvd Ste C-5 PMB 280, Sierra Vista, AZ 85635

**TRUSTEE:**

Pioneer Title Agency, Inc., an Arizona corporation

whose mailing address is P. O. Box 1900 Sierra Vista, Arizona 85636-1900

**BENEFICIARY:**

John J. Johnson and Won P. Johnson, Trustees of Johnson Family Living Trust dated April 21, 2005

whose mailing address is 2221 Piccadilly Drive, Sierra Vista, AZ 85635

Property situated in the County of Cochise, State of Arizona, as described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all buildings, improvements and fixtures thereon or hereinafter erected thereon.

Street address if any, or identifiable location of this property:

0 E Moson St, Hereford, AZ 85615

THIS DEED OF TRUST, made on the above date by, between and among the TRUSTOR, TRUSTEE and BENEFICIARY above named.

WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property (the Trust Property), together with leases, rents, issues, profits, or income therefrom (all of which are hereinafter called "property income"): SUBJECT, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income:

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

FOR THE PURPOSE OF SECURING:

A. Payment of the indebtedness in the principal sum of \$69,000.00 evidenced by a Promissory Note or Notes of even date herewith, and any extension or renewal thereof, executed by Trustor in favor of Beneficiary or order.

B. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by a Deed of Trust.

C. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violations of law; and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

4. To pay, before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting

Deed of Trust & Assignment of Rents - August 24, 2017  
Escrow No. 71001443

to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory note or notes. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

**IT IS MUTUALLY AGREED:**

6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the

application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available him hereunder and at law or in equity. All rights and remedies shall be cumulative.

12. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

13. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assignees. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

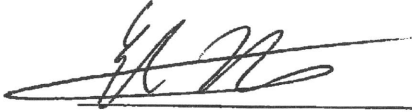
14. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

15. In the event Trustor conveys title to the subject property, or conveys title to any portion thereof or interest therein, or in the event title to this property, or any portion thereof or interest therein, is vested in any person or entity other than the Trustor herein without the written consent of Beneficiary, all sums secured hereby shall become due and payable without regard to the adequacy or inadequacy of the security or solvency or insolvency of Trustor.

Trustor

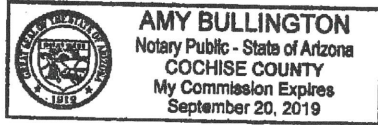
Trustor



**Elvis Novoa**

State of Arizona }  
                                  } ss.  
County of Cochise }

The foregoing instrument was acknowledged before me this 25 day of August, 2017, by Elvis Novoa.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: Sept 20 2019

Exhibit A

PARCEL I:

A portion of Government Lots 1 and 2, and the South half of the Northeast quarter of Section 3, Township 23 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 3, according to Book 1 of Surveys, page 32, records of Cochise County, Arizona;

thence South 00°00'48" West 50.00 feet along the East line of said Section 3 to the TRUE POINT OF BEGINNING;

thence North 89°58'08" West 671.32 feet along the South line of Ramsey Road as dedicated by Docket 1332, page 254;

thence South 00°00'48" West 1299.37 feet;

thence South 89°58'08" East 671.32 feet;

thence North 00°00'48" East 1299.37 feet along the East line of said Section 3, to the POINT OF BEGINNING;

EXCEPT that portion more particularly described as follows:

COMMENCING at the Northeast corner of said Section 3 as shown on that Record of Survey recorded in Book 1 of Surveys at page 32, records of Cochise County, Arizona;

thence South 00° 00' 48" West 829.62 feet along the East line of said Section 3, being also the East line of said Parcel 2, to the TRUE POINT OF BEGINNING;

thence South 00° 00' 48" West 259.88 feet along said line;

thence North 89° 58' 08" West 671.32 feet;

thence North 00° 00' 48" East 259.88 feet along the West line of said Parcel 2;

thence South 89° 58' 08" East 671.32 feet to the POINT OF BEGINNING; and

EXCEPT that portion more particularly described as follows:

COMMENCING at the Northeast corner of said Section 3 as shown on that record of Survey recorded in Book 1 of Surveys, page 32, records of Cochise County, Arizona;

thence South 00°00'48" West 1,089.50 feet along the East line of said Section 3, being also the East line of said Parcel 2, to the TRUE POINT OF BEGINNING;

thence South 00°00'48" West 259.87 feet along said line;

thence North 89°58'08" West 671.32 feet along the South line of said Parcel 2;

thence North 00°00'48" East 259.87 feet along the West line of said Parcel 2;

thence South 89°58'08" East 671.32 feet to the POINT OF BEGINNING; and

EXCEPT any portion lying within the following described wellsite:

COMMENCING at the Northeast corner of said Section 3 as shown on that Record of Survey recorded in Book 1 of Surveys at page 32, records of Cochise County, Arizona;

thence South 00° 00' 48" West 50.00 feet along the east line of said Section 3, being also the East line of said Parcel 2;

thence North 89° 58' 08" West 650.32 feet along the South line of Ramsey Road as dedicated by Docket 1332 at Page 254, being also the North line of said Parcel 1, to a point on the east line of a utility easement;

thence South 00° 00' 48" West 511.75 feet along said East easement line to the TRUE POINT OF BEGINNING;

thence South 00° 00' 48" West 16.00 feet along said line;

thence South 89° 58' 08" East 16.00 feet;

thence North 00° 00' 48" East 16.00 feet;

thence North 89° 58' 08" West 16.00 feet to the POINT OF BEGINNING.

PARCEL II:

An undivided 3/4<sup>th</sup> interest into the following described well-site:

A portion of Government Lots 1 and 2, and the South half of the Northeast quarter of Section 3, Township 23 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, being also a portion of Parcel 2 as shown on that Record of Survey recorded in Book 42 of Surveys at page 33, records of Cochise County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 3 as shown on that Record of Survey recorded in Book 1 of Surveys at page 32, records of Cochise County, Arizona;

thence South 00° 00' 48" West 50.00 feet along the east line of said Section 3, being also the East line of said Parcel 2;

thence North 89° 58' 08" West 650.32 feet along the South line of Ramsey Road as dedicated by Docket 1332 at Page 254, being also the North line of said Parcel 1, to a point on the east line of a utility easement;

thence South 00° 00' 48" West 511.75 feet along said East easement line to the TRUE POINT OF BEGINNING;

thence South 00° 00' 48" West 16.00 feet along said line;

thence South 89° 58' 08" East 16.00 feet;

thence North 00° 00' 48" East 16.00 feet;

thence North 89° 58' 08" West 16.00 feet to the POINT OF BEGINNING.

## JAS ENGINEERING

Jeffrey A. Stanley, P.E.  
3710 East Calle Cortez  
Tucson, Arizona 85716  
Telephone (520) 390-7920  
[stanley19263@msn.com](mailto:stanley19263@msn.com)

February 21, 2020

Robert Kirschmann, Planner II  
Cochise County Development Services  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

Re: Parcel 104-82-059P  
Rezoning Narrative

Dear Robert:

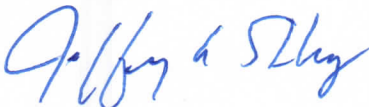
This letter accompanies a rezoning request by DCM Development for the referenced parcel. The request is to rezone the referenced 11.12-acre parcel from one RU-4 zoned lot to two RU-2 lots; one lot will be 2.0 acres and the other will be 9.12 acres. The following is an item by item narrative that corresponds to the 15 Rezoning Evaluation Factors listed in the rezoning application.

1. **Application.** A Concept Plan accompanies the application. The concept plan shows the proposed layout of the Dollar General Store (Retail) with parking and drive areas, loading, xeriscape landscape, and septic area.
2. **Compliance with Site Development Standards.** Each lot will meet site development standards for the RU-2 zone. Both lots will be a minimum of 2.0 acres. One lot will be developed as a Dollar General Store with proper setbacks, lot coverage, driveway width, parking and ADA-access requirements. The second lot (9.12 acres) will remain for residential use.
3. **Adjacent Districts Remain Capable of Development.** Adjacent parcels will be able to meet lot size and development standards.
4. **Limitation on Creation of Non-Conforming Uses.** No non-conforming uses will be created.
5. **Compatibility with Existing Development.** The proposed retail store is compatible with the residential uses in the vicinity.
6. **Rezonings to More Intense Districts.** The proposed RU-2 zone is a reasonable extension to the surrounding RU-4 zoned land to the north, south, west and east. Screening will be provided as required.

7. **Adequate Services and Infrastructure.** There is adequate infrastructure to serve the proposed development. Ramsey Road is a paved roadway with one lane of traffic in each direction. The site is expected to generate a peak hourly rate of about 22 vehicular trips into or out of the proposed retail store development. Ramsey Road is adequate to handle the volume and nature of the trip generation.
8. **Traffic Circulation Criteria.** The rezoning is consistent with preservation of the functions of surrounding streets by:
  - Encourages development in an area with access to existing infrastructure.
  - Maintain infrastructure to meet existing and future economic development needs.
9. **Development Along Major Streets.** A single access point will be provided along Ramsey Road.
10. **Infill.** Not applicable.
11. **Unique Topographic Features.** There are not any real unique topographic features.
12. **Water Conservation.** The retail store is a low water usage project. Low flow plumbing fixtures will be utilized. Retention and/or detention will be provided as needed.
13. **Public Input.** A letter has been sent to all neighbors within one mile of the project site. Public input was solicited within the letter
14. **Hazardous Materials.** Not applicable.
15. **Compliance with Comprehensive Plan Policies.** The proposed uses (single family residential and retail store) are designed to be in substantial conformance with the comprehensive plan land use designations and policies.

We believe that the proposed use is very appropriate for the area. If there are any questions, I can be reached at [stanley19263@msn.com](mailto:stanley19263@msn.com)

Sincerely,



Jeffrey A. Stanley, P.E.



# COCHISE COUNTY COMMUNITY DEVELOPMENT

*"Public Programs...Personal Service"*

## Special Use Project Application

### Applicant's Certification & Acknowledgement

By signing below, I certify that:

1. I am the Owner or authorized Agent of the Owner of the property being developed.
2. I am applying for the meetings/ review(s) indicated below.
3. I have read and understand the information provided in this Application Guide.
4. This application is complete and accurate to the best of my knowledge. Submission of false information may constitute fraud, and may be punishable by fine, imprisonment, or both pursuant to A.R.S. §13-2310.
5. I hereby request all inspections necessary to process this application, and if the permit is issued I request all inspections necessary to monitor progress, and document completion, at all stages of the work related to this permit.

By signing below, I acknowledge that:

6. Incomplete or inaccurate submittals by the Owner, Applicant or any other representative may result in delays, return of submittals, or denial of this application.
7. The submittal is subject to an administrative review of 10-business days (5-business days initial review, 5-business days resubmittal review) at which time I will receive written or electronic notice if the application is complete or, in the case of an incomplete application, a list of deficiencies that need to be corrected. An application will not pass the review for administrative completeness until all deficiencies have been corrected.
8. If the County does not issue a written or electronic notice of administrative completeness within the 10-business days, the application will be deemed administratively complete and the substantive review process begins.
9. The overall review time is 130-business days.
10. The substantive review process is 120-business days.

By signing below, I acknowledge that:

11. A complete response to any correspondence will be submitted to Cochise County for any subsequent reviews.
12. The Applicant or Agent will be sent written or electronic notice of a license approval or denial within the substantive review period.
13. All required permits must be obtained prior to any construction and that failure to obtain permits may result in fines or other penalties.
14. The Applicant or Agent is responsible for all changes and additional time required to correct plans and/or development as a result of differences between the proposed use and what is permitted in the zoning district in which the property lies.
15. The project review process and timeframe is suspended when a project triggers the requirement for an application for approval by an Outside Agency, the Planning and Zoning Commission, and/or the Board of Supervisors. If either the Planning and Zoning Commission or the Board of Supervisors approves the request contained in the application, then Community Development Department will resume the project review process. If the Board of Supervisors denies the request, then the Community Development Department will consider the project to be denied.

By signing below, I acknowledge that:

16. An appeal protesting any denial of an application may be made to Cochise County Community Development Department, Planning Division Deputy Director, Beverly Wilson, 1415 Melody Lane, Bldg. E. Bisbee, Arizona 85603. The appeal shall set forth all relevant facts pertaining to the denial, and must be in writing. It must be filed within ten-days from the date of the denial letter.
17. If the County does not issue to the Applicant the written or electronic notice granting or denying a license within the **overall** time frame or within the mutually agreed upon time frame extension, the county SHALL refund the Applicant all fees charged for reviewing the applications and SHALL excuse any fees not yet paid. The refund SHALL be made within 30-working days after the expiration of the agreed upon time frame pursuant A.R.S. § 11-1605(J).

 2/27/20

Signature

Date

David Lechner / DCM Development, LLC

Print Name/Firm

Owner  Agent

# Special Use Project Guide

Effective January 1, 2013

## Submittal Review Timelines

Overall review time will be 130-business days.

<b>Administrative Review:</b>	<b>10-business days</b>	
1 <sup>st</sup> review	5-business days	Accepted or Notice of deficiencies
2 <sup>nd</sup> review	5-business days	Acceptance or Denial Letter
<b>Substantive Review:</b>	<b>120-business days</b>	
1 <sup>st</sup> review	110-business days	Approved or Correction Letter
2 <sup>nd</sup> review	10-business days	Approved or Denial Letter

(Business days are defined as complete 8-hour working days.)

**REMINDER:** The project review process and timeframe is suspended when a project triggers the requirement for approval by an Outside Agency, the Planning and Zoning Commission, and/or the Board of Supervisors. If either the Planning and Zoning Commission or the Board of Supervisors approves the request contained in the application, then the Community Development Department will resume the project review process. If the Board of Supervisors denies the request, then the Community Development Department will consider the project to be denied.



# COCHISE COUNTY COMMUNITY DEVELOPMENT

*"Public Programs...Personal Service"*

## COCHISE COUNTY PLANNING DEPARTMENT COMMERCIAL USE/BUILDING PERMIT/SPECIAL USE PERMIT QUESTIONNAIRE (TO BE PRINTED IN INK OR TYPED)

TAX PARCEL NUMBER

APPLICANT

ADDRESS

CONTACT TELEPHONE NUMBER

EMAIL ADDRESS:

PROPERTY OWNER (IF OTHER THAN APPLICANT)

ADDRESS

DATE SUBMITTED

Special Use Permit Public Hearing Fee (if applicable)	\$ <input type="text"/>
Building/Use Permit Fee	\$ <input type="text"/>
<b>Total paid</b>	\$ <input type="text"/>

### ----- PART ONE - REQUIRED SUBMITTALS

1. Cochise County Joint Application (attached).
2. Questionnaire with all questions completely answered (attached).
3. A minimum of (6) copies of a site plan drawn to scale and completed with all the information requested on the attached Sample Site Plan and list of Non-residential Site Plan Requirements. **(Please note that nine (9) copies will be required for projects occurring inside the Uniform Building Code enforcement area. In addition, if the site plan is larger than 11 by 17 inches, please provide one reduced copy.)**
4. Proof of ownership/agent. If the applicant is not the property owner, provide a notarized letter from the property owner stating authorization of the Commercial Building/Use/Special Use Application.
5. Proof of Valid Commercial Contractor's License. (Note: any building used by the public and/or employees must be built by a Commercial Contractor licensed in the State of Arizona.)

6. Hazardous or Polluting Materials Questionnaire, if applicable.

**OTHER ATTACHMENTS THAT MAY BE REQUIRED DEPENDING ON THE SCOPE OF THE PROJECT**

1. Construction Plans (possibly stamped by a licensed Engineer or Architect)
2. Off-site Improvement Plans
3. Soils Engineering Report
4. Landscape Plan
5. Hydrology/Hydraulic Report
6. Traffic Impact Analysis (TIA): **Where existing demonstrable traffic problems have already been identified such as high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant may be required to submit additional information on a TIA.**
7. Material Safety Data Sheets
8. Extremely Hazardous Materials Tier Two Reports
9. Detailed Inventory of Hazardous or Polluting Materials along with a Contingency Plan for spills or releases

The Commercial Permit Coordinator/Planner will advise you as soon as possible if and when any of the above attachments are required.

**PART TWO - QUESTIONNAIRE**

In the following sections, thoroughly describe the proposed use that you are requesting. **Attach separate pages if the lines provided are not adequate for your response.** Answer each question as completely as possible to avoid confusion once the permit is issued.

**SECTION A - General Description** (Use separate sheets as needed)

1. What is the existing use of the property?

2. What is the proposed use or improvement?

3. Describe all activities that will occur as part of the proposed use. In your estimation, what impacts do you think these activities will have on neighboring properties?

4. Describe all intermediate and final products/services that will be produced/offered/sold.

5. What materials will be used to construct the building(s)? (Note, if an existing building(s), please list the construction type(s), i.e., factory built building, wood, block, metal)

Metal Building

6. Will the project be constructed/completed within one year or phased? One Year  Phased  if phased, describe the phases and depict on the site plan.

7. Provide the following information (when applicable):

A. Days and hours of operation: Days:  M  S Hours (from  8:00 AM to  10:00 PM)

B. Number of employees: Initially:  10 Future:  10

Number per shift Seasonal changes  4

C. Total average daily traffic generated:

(1) How many vehicles will be entering and leaving the site.

+/- 50

(2) Total trucks (e.g., by type, number of wheels, or weight)

1 53ft. semi truck once a week.

(3) Estimate which direction(s) and on which road(s) the traffic will travel from the site?

Traffic will travel in either an East or West direction on Ramsey Road

(4) If more than one direction, estimate the percentage that travel in each direction

75/25

(5) At what time of day, day of week and season (if applicable) is traffic the heaviest

9:00-10:00AM & 3:00-4:00PM weekdays

Circle whether you will be on public water system or private well If private well, show the location on the site plan.

D. Estimated total gallons of water used: per day  +/-75 gallons per year  27,375

Will you use a septic system? Yes  No  If yes, is the septic tank system existing?

Yes \_\_\_ No \_\_\_ Show the septic tank, leach field and 100% expansion area on the site plan.

G. Does your parcel have permanent legal access\*? Yes  No  if no, what steps are you taking to obtain such access?

\*Section 1807.02A of the Cochise County Zoning Regulations stipulates that no building permit for a non-residential use shall be issued unless a site has permanent and direct access to a publicly maintained street or street where a private maintenance agreement is in place. Said access shall be not less than twenty (20) feet wide throughout its entire length and shall adjoin the site for a minimum distance of twenty (20) feet. If access is from a private road or easement provide documentation of your right to use this road or easement and a private maintenance agreement.

H. For Special Uses only - provide deed restrictions that apply to this parcel if any.  
Attached  NA

8. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Well	Well to be drilled
Sewer/Septic	Septic	
Electricity	Sulphur Springs Valley Electric Coop	
Natural Gas	N/A	
Telephone	Century Link	
Fire Protection	Fry Fire Department	

**SECTION B - Outdoors Activities/Off-site Impacts**

1. Describe any activities that will occur outdoors.

2. Will outdoor storage of equipment, materials or products be needed? Yes  No  if yes, show the location on the site plan. Describe any measures to be taken to screen this storage from neighboring properties.

3. Will any noise be produced that can be heard on neighboring properties? Yes  No  if yes; describe the level and duration of this noise. What measures are you proposing to prevent this noise from being heard on neighboring properties?

4. Will any vibrations be produced that can be felt on neighboring properties? Yes  No  if yes; describe the level and duration of vibrations. What measures will be taken to prevent vibrations from impacting neighboring properties?

5. Will odors be created? Yes  No  If yes, what measures will be taken to prevent these odors from escaping onto neighboring properties?

6. Will any activities attract pests, such as flies? Yes  No  If yes, what measures will be taken to prevent a nuisance on neighboring properties?

7. Will outdoor lighting be used? Yes  No  If yes, show the location(s) on the site plan. Indicate how neighboring properties and roadways will be shielded from light spillover. Please provide manufacturer's specifications.

8. Do signs presently exist on the property? Yes  No  If yes, please indicate type (wall, freestanding, etc.) and square footage for each sign and show location on the site plan.

A.  B.  C.  D.

9. Will any new signs be erected on site? Yes  No  If yes, show the location(s) on the site plan. Also, draw a sketch of the sign to scale, show the copy that will go on the sign and **FILL OUT A SIGN PERMIT APPLICATION** (attached).

10. Show on-site drainage flow on the site plan. Will drainage patterns on site be changed?

Yes  No

If yes, will storm water be directed into the public right-of-way? Yes  No

Will washes be improved with culverts, bank protection, crossings or other means?

Yes  No

If yes to any of these questions, describe and/or show on the site plan.

11. What surface will be used for driveways, parking and loading areas? (i.e., none, crushed aggregate, chipseal, asphalt, other)

Asphalt

12. Show dimensions of parking and loading areas, width of driveway and exact location of these areas on the site plan. (See site plan requirements checklist.)

13. Will you be performing any off-site construction (e.g., access aprons, driveways, and culverts)?  
Yes  No  If yes, show details on the site plan. **Note: The County may require off-site improvements reasonably related to the impacts of the use such as road or drainage improvements.**

**SECTION C - Water Conservation and Land Clearing**

1. If the developed portion of the site is one acre or larger, specific measures to conserve water on-site must be addressed. Specifically, design features that will be incorporated into the development to reduce water use, provide for detention and conserve and enhance natural recharge areas must be described. The Planning Department has prepared a *Water Wise Development Guide* to assist applicants. This guide is available upon request. If the site one acre or larger, what specific water conservation measures are proposed? Describe here or show on the site plan submitted with this application.

We will have a retention/detention basin

2. How many acres will be cleared?   
If more than one acre is to be cleared describe the proposed dust and erosion control measures to be used (Show on site plan if appropriate.)

dust.

**SECTION D - Hazardous or Polluting Materials**

Some businesses involve materials that can contaminate the soil, air, water, waste disposal system or environment in general. Precautions must be taken to protect the environment when such products are distributed to or from the site, stored, manufactured, processed, disposed of, or released as raw materials, products, wastes, emissions, or discharges (When sold or incorporated in a product these materials are required to have Material Safety Data Sheets (MSDS) supplied by the manufacturer.) Examples of such products include but are not limited to paint, solvents, chemicals and chemical wastes, oil, pesticides, herbicides, fertilizers, radioactive materials, biological wastes etc.

Does the proposed use have any activities involving such materials?

Yes  No  If yes, complete the attached *Hazardous or Polluting Materials Use Questionnaire*.

**Note:** Depending on quantities, this question does not apply to ordinary household or office products or wastes such as cleansers, waxes or office supplies. Answer YES only if the materials are involved in the commercial or special use process or if landscaping or maintenance chemicals (pesticides, fertilizers, paints, etc.) will be present in quantities greater than 50 pounds (solids) or 25 gallons (liquids).

If you answer NO to this question but in the County's experience, the type of business proposed typically uses such materials, you will be asked to complete the *Hazardous or Polluting Materials Questionnaire* prior to processing this Commercial Use/ Building/ Special Use Permit.

**Applications that involve hazardous or polluting materials may take a longer than normal processing time due to the need for additional research. The Arizona Department of Environmental Quality Compliance Assistance Program can address questions about Hazardous Materials (1-800-234-5677, ext. 4333).**

**SECTION E - Applicant's Statement**

I hereby certify that I am the owner or duly authorized owner's agent and all information in this questionnaire, in the Joint Permit Application and on the site plan is accurate. I understand that if any information is false, it may be grounds for revocation of the Commercial Use/ Building/ Special Use Permit.

Applicant's Signature 

Print Applicant's Name

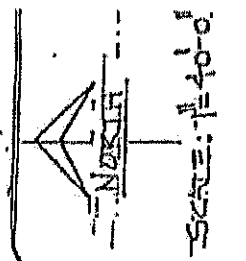
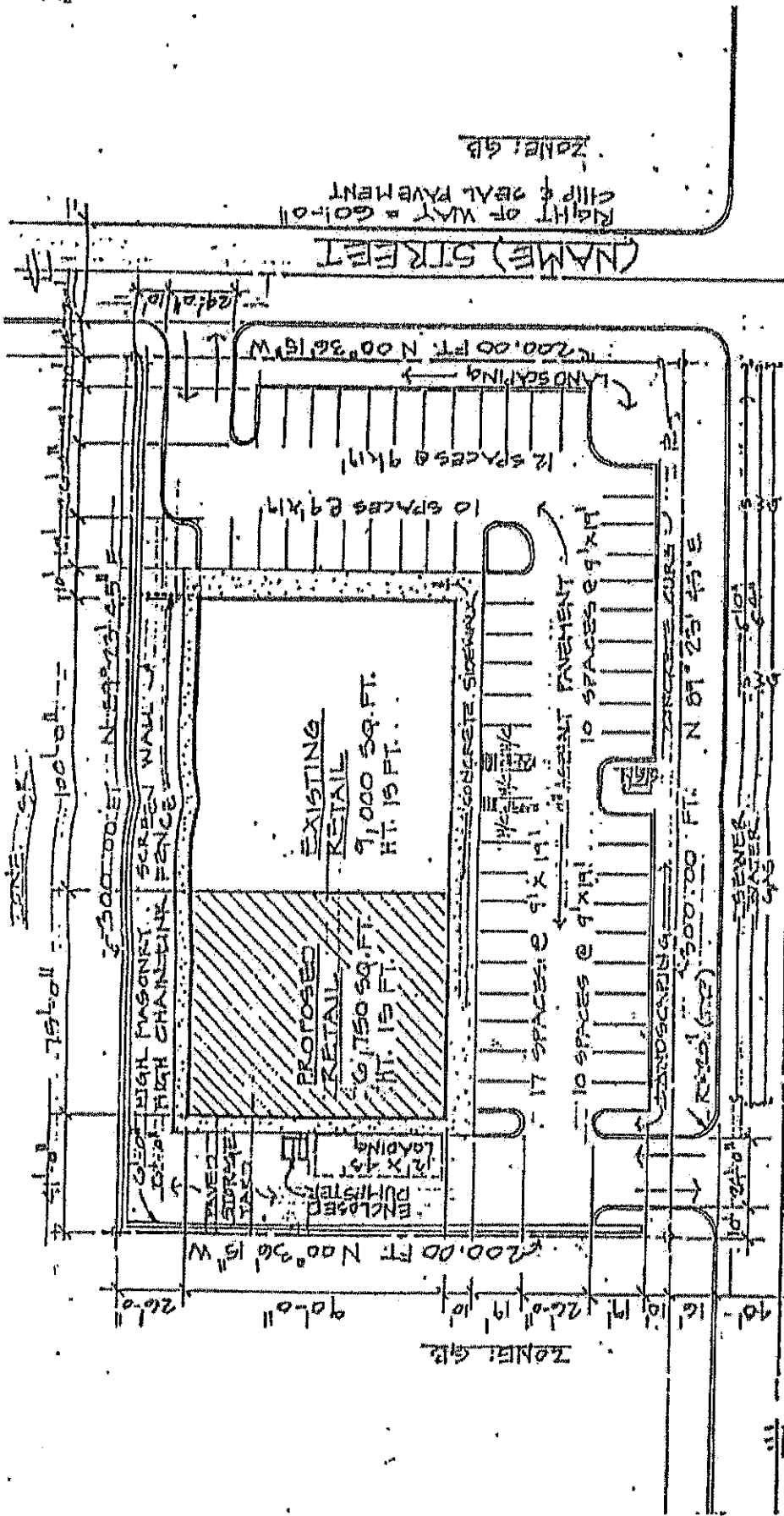
Date signed

## Concept Plan Instructions for Special Uses

Sometimes, an applicant will seek approval for a particular special use or uses on a piece of property well ahead of actual construction or operation of that use. Often the exact dimensions of structures or configuration of uses on the property are not known yet until the uses have been approved and the applicant has invested resources into site planning. The Zoning Regulations (Section 1716.02.K.2) allow for the submittal of a "Concept Plan" in lieu of a site plan in the case of phased special uses on one property or a special use where construction is not anticipated within one year. However, if the use(s) are approved by the Planning and Zoning Commission, then a detailed site plan meeting the requirements of Section 1705 of the Zoning Regulations will be required for each use or phase, and shall be in substantial conformance with the approved special use. If the site plan is not within substantial conformance with the approved use and concept plan, then the special use will need to be reviewed, in a public hearing, by the Commission once again to modify the original proposal. **Note: any anticipated waivers of site development standards such as setbacks, screening, landscaping or parking spaces must be requested, justified, and approved by the Commission prior to the issuance of a building permit.**

In order to adequately review the proposed special use(s) on a piece of property, a Concept Plan must include at a minimum the following information:

- Parcel boundaries and adjacent roads;
- The general location, size and height of all structures and uses (existing and proposed), including minimum setbacks from parcel boundaries, washes and road travelways;
- The general location and minimum number of parking spaces to be provided, including proposed surface and width of driveways;
- Proposed screening and landscaping;
- Any significant topographical features (washes, hills, rock outcroppings, wetlands) and cultural features of the property and adjacent parcels;
- If applicable, project phasing (approximate schedule of uses and construction) and any other information deemed necessary to effectively review the Special Use.



(NAME) STREET OR HIGHWAY  
 RIGHT OF WAY # 80' or ASPHALT PAVEMENT  
 ZONE: IR

ZONE: G5 GENERAL BUSINESS  
 SITE AREA: 60,000 SQ. FT. (1.38 ACRES)  
 LEGAL DESCRIPTION: LOT 100, SAN PEDRO ESTATE BOOK 5 OF MAPS, PAGE 30  
 COCHISE COUNTY, AZ  
 PARCEL NO. 02-105-20-146

SAMPLE SITE PLAN

RIGHT OF WAY # 60' or ASPHALT PAVEMENT  
 ZONE: GB  
 (NAME) STREET

**GENERAL NOTES**

- EXISTING ZONING IS RU-4 AND WILL BE REZONED TO RU-2
- THE GROSS AREA IS 484,393 SF (11.12 AC). DEVELOPED AREAS ARE: PARCEL 1 397,073 SF (9.12 AC) AND PARCEL 2 87,320 SF (2.0 AC)
- LEGAL DESCRIPTION: SEE BELOW
- A PORTION OF TAX PARCEL APN 104-82-059P
- BASIS OF BEARINGS:  
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 21 EAST, SOUTH 89° 58' 08" EAST PER THE RECORD OF SURVEY, BOOK 42 PAGE 33 RECORDS OF COCHISE COUNTY ARIZONA.
- BASIS OF ELEVATIONS:  
IS NGS BENCHMARK CG0995 "HEREFORD" NAVD 88 DATUM ELEVATION 4340.8 FEET
- ANY RELOCATION, MODIFICATION, ETC., OF THE EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
- ALL REQUIRED PARKING SHALL BE OFF-STREET, ON SITE.
- APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY PRIVATE DEED RESTRICTIONS.
- MATERIALS WITHIN SIGHT DISTANCE TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 36 INCHES AND 96 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.

**PARKING CALCULATIONS**

USE: GENERAL RETAIL

PARKING REQUIRED:  
1 SPACE/350 S.F. OF GROSS FLOOR AREA (9100/350) 26 SPACES

TOTAL PARKING PROVIDED: 30 SPACES

H.C. PROVIDED: 2 SPACES

LOADING SPACE  
LOADING SPACE PROVIDED: 1 SPACE

BICYCLE SPACE  
BICYCLE SPACE PROVIDED: 2 SPACES

**BASIS OF BEARINGS:**

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 21 EAST, SOUTH 89° 58' 08" EAST PER THE RECORD OF SURVEY, BOOK 42 PAGE 33 RECORDS OF COCHISE COUNTY ARIZONA.

**BASIS OF ELEVATIONS:**

IS NGS BENCHMARK CG0995 "HEREFORD" NAVD 88 DATUM ELEVATION 4340.8 FEET

**LEGAL DESCRIPTION:**

A PORTION OF PARCEL 1, ACCORDING TO THE RECORD OF SURVEY RECORDED IN BOOK 42 AT PAGE 33, IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 21 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, ACCORDING TO BOOK 1 OF SURVEYS, PAGE 32, RECORDS OF COCHISE COUNTY, ARIZONA;

THENCE SOUTH 00°00'48" WEST, UPON THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 50.00 FEET;

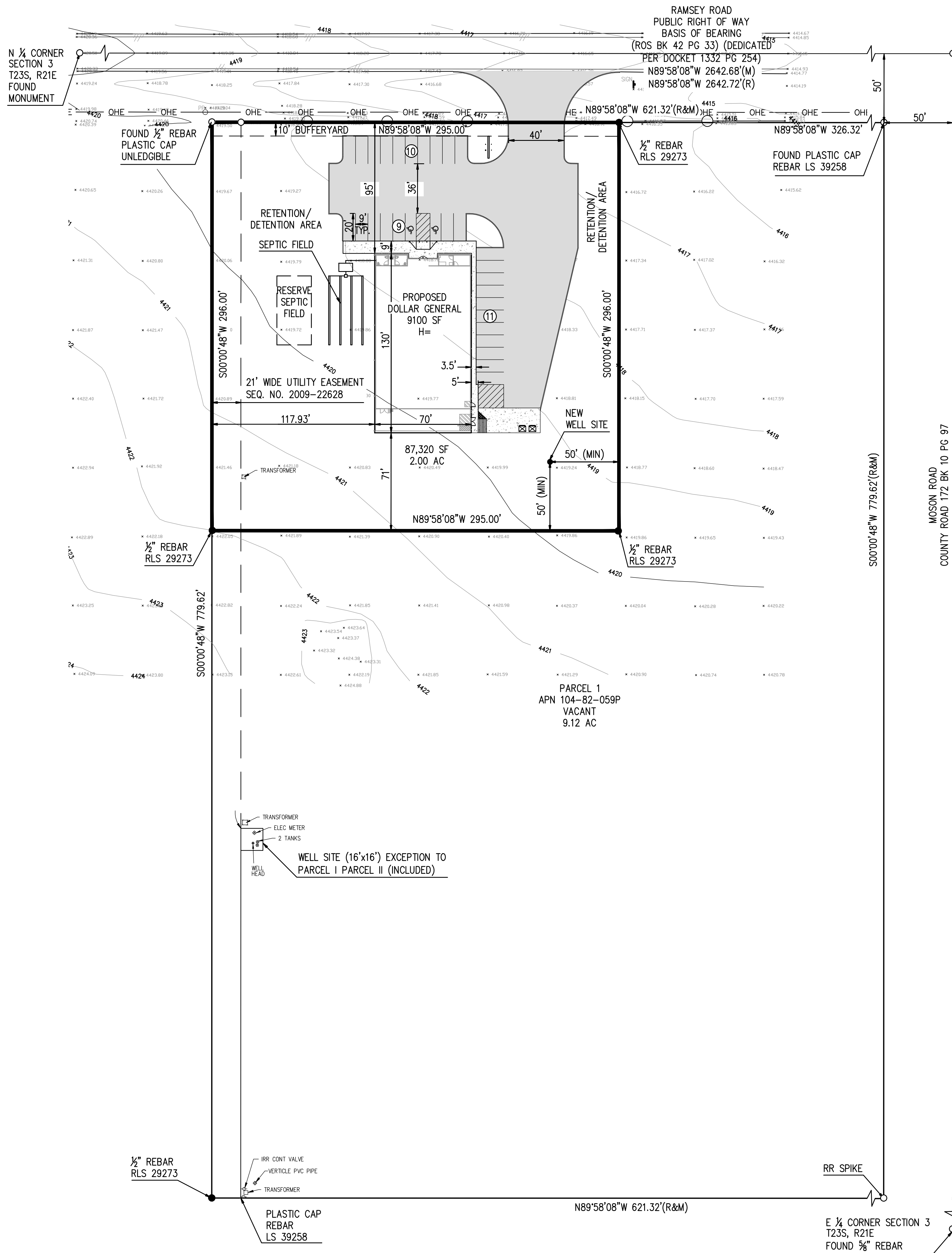
THENCE NORTH 89°58'08" WEST UPON THE SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD AS DEDICATED BY DOCKET 1332, PAGE 254, A DISTANCE OF 376.32 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'48" WEST A DISTANCE OF 296.00 FEET;

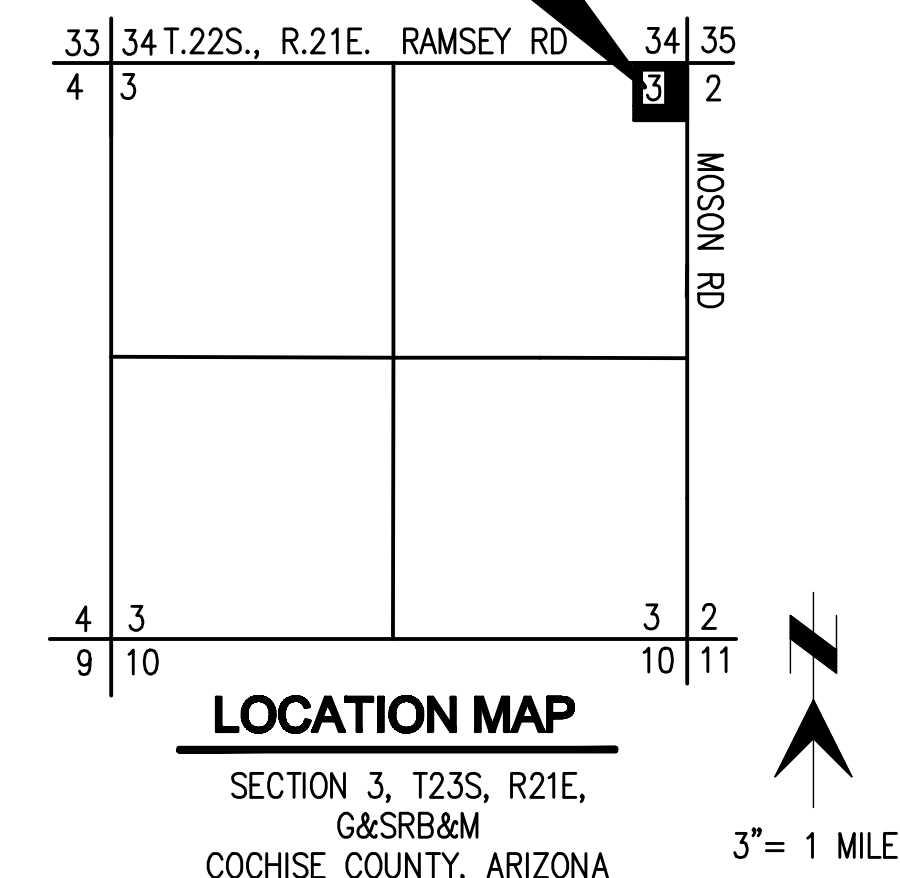
THENCE NORTH 89°58'08" WEST A DISTANCE OF 295.00 FEET TO THE WEST LINE OF SAID PARCEL 1;

THENCE NORTH 00°00'48" EAST, UPON SAID WEST LINE A DISTANCE OF 296.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 AND SAID SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD;

THENCE SOUTH 89°58'08" EAST, UPON SAID SOUTHERLY LINE, A DISTANCE OF 295.00 FEET, TO THE POINT OF BEGINNING.



**THIS PROJECT**



**LEGEND**

- PROPERTY LINE
- LANDSCAPE BUFFERYARD LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- CENTER LINE
- OVERHEAD POWER LINE
- EDGE OF EXISTING PAVEMENT
- NEW PAVEMENT
- CONCRETE
- NUMBER OF 9'x20' PARKING SPACES

**OWNER/DEVELOPER:**  
DCM DEVELOPMENT COMPANY, L.L.C.  
3650 NORTH ORACLE ROAD  
TUCSON, ARIZONA 85705  
ATTN: DAVE LECHNER  
(520) 888-1212

**SITE COVERAGE:**  
SITE AREA= 87,320 SF  
BUILDING AREA= 9,100 SF  
ADDITIONAL IMPERVIOUS COVER= 22,037  
COVERAGE=  $\frac{22,037+9,100}{87,320} = 35.7\%$

**PROJECT ADDRESS:**  
TAX PARCEL APN 104-82-059P  
SIERRA VISTA, ARIZONA 85650

**JAS ENGINEERING**  
3650 N. ORACLE RD. TUCSON, ARIZONA 85705  
(520) 390-7920  
STANLEY19263@MSN.COM

**CONCEPT PLAN**  
FOR  
**DOLLAR GENERAL- RAMSEY ROAD**

A PORTION OF PARCEL 1, ACCORDING TO THE RECORD OF SURVEY RECORDED IN BOOK 42 AT PAGE 33, IN THE NORTHEAST QUARTER OF SECTION 3, T23S, R21E G&SRB&M, COCHISE COUNTY, ARIZONA

EXP. 6-30-2022

NO.	REVISION	DATE	DRWN BY	J.R.G.	DATE	2/20/2020	1
			DGN BY	J.A.S.	JOB NO.		1
			CHKD BY	J.A.S.	SCALE: H: 1"= 40'	V: N/A	1