



Zoning Group

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712 Gonzales Boulevard
Major General Plan Amendment



Town of Huachuca City

APPLICATION FOR GENERAL PLAN MAP AMENDMENT

Application filed on _____ Received by _____
Case # _____ Filing Fee Attached _____
Name _____ Location _____

(Town to input above information)

PART 1 APPLICANT INFORMATION

1.1 Applicant or Agent Michael Maerowitz

Company Name Snell & Wilmer, LLP

Address 1 E Washington Street, Suite 2700

City Phoenix State AZ Zip 85004

Phone 602-382-6494 Email mmaerowitz@swlaw.com

1.2 Owner Desert Sage Apartments LLC

Company Name _____

Address C/O Chrisman Development Inc, 200 E Main Street

City Enterprise State OR Zip 97828

Phone 602-382-6494 Email mmaerowitz@swlaw.com

1.3 Architect/Engineer/Other Wallace Architects LLC

Company Name _____

Address 302 Campusview Dr, Ste 208

City Columbia State MO Zip 65201

Phone 602-382-6494 Email mmaerowitz@swlaw.com

PART 2 PROPERTY INFORMATION

- 2.1** Attach Legal Description and Aerial Map with boundaries highlighted.
- 2.2** Lot(s) 3 & 4 Block(s) N/A Subdivision Name N/A Section 5, Township 21 South, Range 20
- 2.3** Parcel ID Number: 10647024 Parcel Size: 2.64 ac
- 2.4** Address (as assigned by Cochise County Addressing): 712 North Gonzales Boulevard

PART 3 GENERAL PLAN INFORMATION

3.1 Which General Plan element and map are you requesting to amend? (**Example: Land Use Element, Map 5**) and what land use designation are you proposing?

Land Use Category _____

3.2 Please state the existing land use designation and the proposed land use designation:

Current: Commercial Proposed: Multi-Family Residential

3.3 As part of a fully completed application, substantial reasons for changing the General Plan must be given. It is the responsibility of the applicant to demonstrate that these reasons are compelling enough to approve the proposed amendment. As guideline criteria, such reasons should satisfy at least one of these conditions. **Please indicate below how this request for a general plan amendment will meet one or more of the following conditions. A separate piece of paper may be necessary to fully respond.**

- A.** Significant changes have occurred in the area of concern since the adoption of the General Plan or since the last review and amendment period:

See attached narrative

- B.** The General Plan contains provisions which unreasonably limit the ability to achieve the Policy and/or Objectives contained in the General Plan:

See attached narrative

- C.** Oversights, inconsistencies, or land use related inequities exist in the area of concern:

See attached narrative

3.4 Additional information may be submitted which will be considered in evaluating amendment requests. The following additional information is suggested:

- A.** A description of any special features shown on the affected map.
- B.** Any special general plan policies being proposed by the applicant to perhaps mitigate impacts on special site features or address concerns of adjacent property owners.
- C.** Any information regarding the proposed amendment, such as its effect on special site features or surrounding areas, or other information the applicant feels is important when considering the request.
- D.** Information reflecting the present conditions justifying the proposed amendment; information showing that the parcel fulfills the criteria for establishment of the proposed district or; in the absence of the ability to comply, information as to why the presumption against the amendment should be overcome; and any other factors or reasons in support of the proposed amendments.

3.5 State how the proposed amendment will better meet the public interest(s) as to the following areas, if applicable:

- A.** Neighborhoods;
- B.** Municipal services (including infrastructure, public safety, leisure services, and revenue);
- C.** Public schools;
- D.** Land Use (including compatibility with land use, site design, and environmental goals (if additional space is needed, attach a separate sheet).

See attached narrative

PART 4 NEIGHBORHOOD MEETING

4.1 Town Code requires a neighborhood meeting be held to discuss the proposed general plan amendment with all property owners within 300 feet. Public hearing cannot proceed until neighborhood meeting has been held. Please indicate meeting date.

TBD

Meeting date

4.2 Requirements of the neighborhood meeting include:

- 4.2.1** Must be conducted before a general plan amendment public hearing before the Zoning Hearing Officer can be scheduled.
 - 4.2.2** Written notice of the neighborhood meeting must be given at least 10 days prior to the meeting and shall include the time, date, and location of the meeting and sufficient details regarding the substance of the proposed application to allow citizens and other affected persons to determine how they might be affected by the proposed general plan amendment application. Copies of the written notice shall be distributed as follows: a) A copy of the notice shall be posted on the subject property; b) Notices shall be mailed first class mail to each property owner within 300 feet of all boundaries of the property subject to the amendment application; c) Notices shall be published in a local newspaper distributed to residents within the Town; d) Copies of the notice shall be provided to the Town so the proper postings can be made.
-

PART 5 MATERIALS REQUIRED WITH APPLICATION

5.1 The following are required to accompany printed and signed application (please do not staple materials. Paper clips and binder clips are acceptable):

- 5.1.1 Application/Publication fee of **\$1,800**, payable to the Town of Huachuca City.
- 5.1.2 Proof of ownership and/or agency
- 5.1.3 Copy of title report less than 30 days old.
- 5.1.4 List of all owners & mailing addresses for property within 300 feet of the subject property.
- 5.1.5 Drawing showing the location of the proposed map
- 5.1.6 Copy of the Cochise County Assessor's map of the subject parcel(s), as well as printout showing the subject parcel(s) property tax code number(s) and legal description(s).
- 5.1.7 Aerial map showing parcel(s) with boundaries highlighted.
- 5.1.8 Site plan showing existing and proposed buildings and structures, right-of-way widths with ingress and egress, proposed traffic patterns, and proposed improvements.
- 5.1.9 Documentation of neighborhood meeting, including copies of invitation letter sent to property owners within 300 feet of property boundaries, proof of mailings, copy of newspaper publication, copy of sign-in sheet from the meeting, and summary notes of the meeting.
- 5.1.10 Copy of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for parcel(s) included in general plan amendment application.

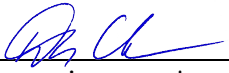
5.2 Digital Submittal: All of the above printed submittals are required to also be sent in digital format.

- 5.2.1 CD (or equivalent media) containing separate Adobe Portable Document Format (.pdf) files for each of the required reports shall be submitted or files may be emailed directly to jjohnson@huachucacityaz.gov.
- 5.2.2 All scans must be clear and easy to read. All images must be correctly oriented and viewable without having to be rotated.

**ALL ITEMS THAT ARE SUBMITTED IN PAPER MUST BE ON THE DISK.
ALL ITEMS ON THE DISK MUST ALSO BE SUBMITTED ON PAPER.
SUBMITTED MATERIALS WILL BE RETAINED BY THE TOWN OF HUACHUCA CITY.
ALL APPLICATION SUBMITTALS ARE REQUIRED TO BE
RECEIVED AND REVIEWED FOR COMPLETENESS BY STAFF.**

PART 6 SIGNATURES

I (We), the undersigned, request consideration to amend the general plan map as described in this application and supporting materials. I (We) represent that the information in this application and the supporting materials are true and accurate to the best of my (our) knowledge.



Owner signature* 04/12/2024
date

Michael Maerowitz

Applicant/Agent Signature (if not owner) 04/12/2024
date

*An application not signed by the owner must be accompanied by a separate, signed letter, from the owner, granting authority to the applicant/agent to act on his/her behalf.

Arizona Revised Statute § 9-495 requires in any written communication between a city or town and a person to provide the name, telephone number, and email address of the employee who is authorized and able to provide information about the communication if the communication does any of the following:

1. Demands payment of a tax, fee, penalty, fine or assessment;
2. Denies an application for a permit or license that is issued by the city or town; or
3. Requests corrections, revisions or additional information or materials needed for approval of any application for a permit, license or other authorization that is issued by the city or town.

An employee who is authorized and able to provide information about any communication that is described above shall reply within five (5) business days after the city or town receives that communication.

Town of Huachuca City Contact information:
Dr. Jim Johnson, Building Official/Zoning Administrator
(520) 249-5504 jjohnson@huachucacityaz.gov

THE OVERALL GENERAL PLAN AMENDMENT PROCESS

The Town Council may, from time to time, following review by the Zoning Hearing Officer, amend, supplement, change, or repeal the text or maps in the general plan. All amendments shall be reviewed and processed in such a manner as to facilitate citizen participation. Amendments will be reviewed and processed as major or minor amendments.

Major Amendment is any proposed land use or development activity that would result in a change significant enough to impact a substantial land area within the planning area. Criteria for determining a major amendment are based upon the relative size and the extent of the proposed change, in terms of development intensity (e.g., dwelling density), as well as its relationship with surrounding land uses and its impact upon public infrastructure. Criteria for determining a major amendment to the Huachuca City General Plan include:

- A change in the Land Use Plan designation on:
 - 2.5 or more acres inside the Town's municipal boundaries.
 - 5 or more acres in defined master-planned community areas
 - 10 or more acres elsewhere in the planning area as a recommendation to the County.
- An increase or decrease of 10 acres or more for commercial or industrial (e.g., industrial, office, retail, resort) types of uses.
- An increase or decrease of 10 acres or more for open space uses.
- Exception: An amendment to the Land Use Plan initiated by the property owner that results in a decrease in land use intensity will not be considered to be a major amendment.

Minor Amendments can be defined as the following:

- Minor text changes
- Map adjustments and/or corrections that do not impact the general plan's overall land use mix or balance of land uses.

Fully completed applications for major amendments to the general plan will be accepted by the Zoning Administrator only during the period between the first working day of October and the last working day of November each calendar year. No applications will be accepted prior or subsequent to the above dates. Incomplete applications will be returned to the applicant and must be returned in complete form during the application period to be considered as part of the annual general plan major amendment process. Zoning Hearing Officer will hold a public hearing for major general plan amendment applications during the month of February each year.

Fully completed applications for minor amendments to the general plan will be accepted and processed by the Zoning Administrator at any time during the year.

The overall amendment process basically takes five steps for completion:

1. **Application.**

- a. Fill out enclosed application form. Be as specific as possible.
- b. Prepare and submit eight copies of a 24"x36" site plan, at a scale no smaller than 1"=100' (or alternate site plan requirements as directed by the Town), along with a full description of the property involved in the general plan amendment and the proposed use with preliminary floor plans and elevations of all existing and proposed buildings and structures. Site plan must be drawn by a licensed architect, land surveyor or engineer (unless waived by Town) and include the following information:
 - i. Location sketch showing dimensions, shape, area, and precise legal description of the development site, and its relationship to the surrounding zoning districts.
 - ii. Location, sizes, and shape of all existing and/or proposed buildings and structures.
 - iii. Location, width, and alignment of all existing and/or proposed abutting and onsite streets, alleys, and easements and other public or private rights-of-way or reservations.
 - iv. Location of all existing and/or proposed abutting and onsite improvements such as pavement, sidewalks, curbs, curb cuts, gutters, storm and/or sanitary sewer facilities, drainage structures, water lines (including size) and fire hydrants within 500' of the site.
 - v. Drainage plan for the development site reflecting the ultimate flow conditions imposed by full development on the site. Must include all pertinent elevations and grades of all existing and/or proposed buildings, structures, and improvements. This may be waived at the discretion of the Zoning Administrator.
 - vi. Availability and location of utilities.
 - vii. General parking area (if applicable).
- c. Provide a development schedule, indicating to the best of the applicant's knowledge, and appropriate date on which construction of the project will begin, progressive states of development (if any) and anticipated rate of development and completion date.
- d. Provide proof of ownership and proof of agency to consist of a copy of a title report issued not more than 30 days prior to the date of submittal of application. The report shall include any restrictions or covenants that may apply to this property.
 - i. If land is owned by a corporation, proof of agency shall consist of a corporate resolution designating the individual to act as agent.
 - ii. If land is owned by a non-corporation, proof of agency shall consist of a written document designating an individual to act as agent.

2. Staff Review

- a. Town Zoning Administrator will review application and submitted documents to confirm the application is complete.
- b. Various Town departments may also review the proposal to consider the effects of the general plan amendment request to the immediate area, the community in general and any adopted plans or policies of the Town. Such departments may include (but not limited to) Zoning, Public Works, Fire and Police.

3. Citizen Review Process, consisting of a neighborhood meeting.

- a. Applicant is required to hold a neighborhood meeting prior to the public hearing before the Zoning Hearing Officer. The purpose of this citizen review process is to provide reasonable opportunity for the applicant, adjacent landowners, and those other potentially affected citizens to discuss and express their respective views concerning the proposed general plan amendment, and any issues or concerns they may have. The cost of holding the meeting, required publication and notification of area landowners is the responsibility of the Applicant.
- b. Time, date, and place for the meeting shall be established in coordination with the Zoning Administrator. Written notice of the meeting shall be given at least 10 days prior to the meeting and shall include the time, date and location of the meeting and sufficient details regarding the substance of the application to allow persons to determine how they might be affected by the proposed application.
 - i. Applicant shall provide proof to the Town of mailing notices to each property owner within 300' of all boundaries of the property subject to the general plan amendment application.
 - ii. Publish in a local newspaper notice of the meeting.
 - iii. Provide copy of the notice to the Town so it can be posted at the official posting locations of the Town.
- c. Post copy of the notice on the subject property.
- d. A written report of the results of the neighborhood meeting shall be included with the application to be considered at the public hearing before the Zoning Hearing Officer. The report shall include a summary of the concerns, issues and problems expressed and how the applicant proposes to address or resolve the concerns, issues, or problems.

4. Public Hearing

- a. The Zoning Hearing Officer will hold a public hearing for interested parties to attend and give testimony and present relevant evidence. The burden of proof rests on the Applicant to justify the reasons to approve the general plan amendment request. Applicant must be able to prove that the granting of the application will:

- i. Fill a probable need of the public.
- ii. Not materially affect the health and safety of persons residing or working in the neighborhood and will not be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood.
- iii. Not interfere with established street or circulation patterns within the Town.
- iv. Not affect the overall aesthetic integrity of the area. Not have negative environmental effects on the neighborhood, such as issues with noise, vibration, air pollution, glare, or odor.
- v. Not interfere or contradict the approved Huachuca City General Development Plan goals (copy of Plan is available online from the Town website).

5. Council Action

- a. Hearing officer's approval recommendation of the general plan amendment will be forwarded to the Town Council for final action.
- b. If the request is denied by the Council, Applicant has 30 days to file a written appeal to the Superior Court for reconsideration of the denial.

Snell & Wilmer

ONE EAST WASHINGTON STREET
SUITE 2700
PHOENIX, ARIZONA 85004-2556
602.382.6000 P
602.382.6070 F

Michael T. Maerowitz
(602) 382-6494
mmaerowitz@swlaw.com

June 21, 2024

Dr. Jim Johnson
Community Development Services
Town of Huachuca City
500 N. Gonzales Boulevard
Huachuca City, Arizona 85616

Re: Major General Plan Land Use Map Amendment Request for the Property Located
at 712 N Gonzales Boulevard

Dear Dr. Johnson:

On behalf of Desert Sage Apartments LLC (“Desert Sage”), I am pleased to submit for the City Council’s consideration the enclosed Major General Plan Land Use Map Amendment request for the 2.64-acre property located at 712 N Gonzales Boulevard in the Town of Huachuca City, Arizona (the “Town”), otherwise known as Cochise County Assessor’s Office Parcel Number 10647024 (the “Property”) (Exhibit A).

A. Project Overview.

The Property is currently developed with a 2-story multi-family residential building containing a total of twenty-four (24) 1- and 2-bedroom units, resident common space, laundry services, and storage (the “Project”). Ingress and egress for the Project is located off a single driveway at Gonzales Boulevard. A single drive aisle, from which thirty-five (35) resident parking spaces are accessed, encircles the Project.

While the exact date of the Project’s construction is unknown, available historic satellite aerial images suggest construction occurred sometime between 1984 and 1992 as depicted on the following page.

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1984 Aerial Image



1992 Aerial Image



The General Plan Land Use Map designation for the Project is currently “Commercial” as depicted on Exhibit B. Per the Town of Huachuca City’s General Plan Update (the “General Plan”), commercial land uses are those whose “primary activity is retail, wholesale, commercial or industrial enterprise.”¹ As a multi-family residential development, the existing land use is not in conformance with the General Plan land use designation.

Similarly, the Property is currently zoned “General Business/Commercial District” (“B/C”) as depicted in Exhibit C. Per the Town of Huachuca City Zoning Ordinance (the “Zoning Ordinance”), the B/C zoning district generally permits retail trade of legal goods and services. A complete list of permitted uses within the B/C zoning district is contained in Exhibit D. Multi-family residential land uses are not permitted within the B/C zoning district.

Per our conversations with Community Development Services Administrator, Dr. Jim Johnson, the Project is a legal nonconforming use — meaning it was legally established at the time of construction, but it does not currently conform to the requirements or restrictions applicable to the zoning district in which it is located (Huachuca City Municipal Code, Ch. 18.130.010). As a legal non-conforming use, the property owner is permitted to continue the use of the Project “as is.” However, the property owner may not make certain building and site improvements, expansions, additions, and alterations. Additionally, in the event the Property is damaged by fire, flood, or other calamity or act of nature to an extent more than fifty percent (50%) of its appraised

¹ <https://www.huachucacityaz.gov/Documents/PublicDownloads/Huachuca%20City%20General%20Plan-05152017.pdf>

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value at the time of damage, the nonconforming use may not be resumed or restored to its previous state or condition (Huachuca City Municipal Code, Ch. 18.130.040). Future development or land use may only conform to the provisions of current applicable zoning regulations. Practically speaking, this means that in the event of significant damage to the Project, the property owner would not be permitted to restore the Property for continued multi-family residential land use, resulting in the loss of housing units for the Town and the displacement of all current tenants.

To bring the Property into conformance with the Zoning Ordinance and ensure continued operation of the Project as a multi-family residential land use, Desert Sage is requesting a Major General Plan Amendment to change the Property's land use designation from "Commercial" to "Multi-Family Residential." Upon successful completion of the General Plan Amendment request, a subsequent rezoning application will be filed under separate cover to rezone the Property from its current zoning designation to "R-4 Residential District" ("R-4")—which will bring the Project into conformance with the Town's current zoning requirements.

B. Applicant Analysis Questions.

Pursuant to the Town of Huachuca City General Plan Amendment Application, the following provides a response to the analysis prompts regarding the proposed Major General Plan Amendment for the Property.

1. Significant changes have occurred in the area of concern since the adoption of the General Plan or since the last review and amendment period:

This application will correct a major longstanding inconsistency between the Town's land use map, zoning map, and the long-existing land use of the Property. As described above, the existing use on the Property (which has existed for many years) is not in conformance with the Town's current General Plan Land Use Map or Zoning Ordinance—though the Town has confirmed that the use is legal nonconforming.

Having been developed sometime between 1984 and 1992, the building is estimated to be approximately thirty-two (32) to forty (40) years old. It is unclear for how many of these years the Property has not been in conformance with the General Plan or Zoning Map. As a non-conforming use, the Property is in jeopardy of total loss in the event of fire, flood, or other calamity. Additionally, the property owner is barred from making necessary site improvements in response to market needs or resulting wear and tear as the Property ages.

It is important to note that Desert Sage does not intend to redevelop this Property now or in the foreseeable future. Rather, they intend to hold and manage the Property as an

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affordable housing project. The Property is in good condition, and the existing rental units provide an important source of affordable multi-family housing for Town residents. Approval of this Major General Plan Amendment request and subsequent rezoning request will bring the property into conformance with the General Plan and Zoning Ordinance. It will therefore help ensure the long-term preservation of the apartment building while also allowing the property owner to make necessary property improvements and investments in the Property in response to market demand and resident needs.

2. The General Plan contains provisions which unreasonably limit the ability to achieve the Policy and/or Objectives contained in the General Plan:

Approval of the General Plan Amendment and subsequent rezoning request will further a number of Policies, Goals, and Objectives set forth by the General Plan, namely the following:

General Land Use Policy #1: Build from existing assets and areas identified for revitalization and development opportunities.

As long as the Property's land use designation and zoning are inconsistent with the Property's actual land use, the property owner is unable to make reasonable site improvements and the Project is at risk of total loss (resulting in displacement of the Project's existing residents) in the event of fire, flood, or other calamity. Approval of the General Plan Amendment and subsequent rezoning request will protect and preserve an existing quality housing asset within the Town, a simple and cost-effective approach to ensure housing supply in the Town meets existing and future demand.

General Land Use Policy #3: Increase enforcement of building code violations and zoning code violations to improve the health, safety, and aesthetic appeal.

Due to the Property's legal non-conforming status, Desert Sage is preempted from making future development to improve and enhance the Property and its grounds. For instance, any future expanded construction is restricted, including customary apartment improvements like shade canopies over parking spaces or the construction of new resident amenities. Approval of the General Plan Amendment and subsequent rezoning request will allow Desert Sage to better uphold the health, safety, and aesthetic appeal of the Property as resident and market needs change. As a result, approval of these request will allow the Town to better uphold building and zoning code at this location through future permit approvals.

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Land Use Goal #1: Provide for the orderly and planned growth of the Town.

- *Objective 1.1: Accommodate a range of development activities in appropriate locations to minimize land use conflicts.*

Approval of the General Plan Amendment and subsequent rezoning request will ensure the preservation of a longstanding multi-family residential building. If these requests are denied, the Project is vulnerable to total loss resulting in the displacement of tenants and an absence of necessary housing stock. Approval of this General Plan Amendment will safeguard an existing multi-family site in a location that is proven appropriate given its tenure.

Land Use Goal #5: Ensure the long-term quality and integrity of the Town's built environment.

- *Objective 5.1: Promote programs that assist residents and property owners in the Town to maintain and improve their property, residences and businesses.*

While not a “program,” approval of the General Plan Amendment and subsequent rezoning request is one way in which the Town can assist an existing property owner to maintain and improve their property. Securing these necessary entitlements will protect this asset and ensure its long-term successful operation for the property owner while also safeguarding continued affordable housing for the Project's tenants.

3. Oversights, inconsistencies, or land use related inequities exist in the area of concern:

As described in previous sections of this narrative, this application intends to correct a major and longstanding inconsistency between the Town's land use map, zoning map, and the actual longstanding land use of the Property. Approval of the General Plan Amendment and subsequent rezoning request will bring the Property into conformance with the General Plan and Zoning Ordinance, resolving an inconsistency and allowing Desert Sage to enjoy the same rights and privileges of property owners' whose sites are in compliance with code.

4. State how the proposed amendment will better meet the public interest(s) as to the following areas, if applicable:

- a. Neighborhoods:** Approval of the General Plan Amendment and subsequent rezoning request will not directly impact neighborhoods because it will simply

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bring the land use designation for the Property into conformance with the Property's actual use—which has existed for many years.

- b. Municipal Services (including infrastructure, public safety, leisure services, and revenue):** Approval of the General Plan Amendment and subsequent rezoning request will not result in any impact to Municipal Services. The Property will continue to function as it historically has, without issue to infrastructure, public safety, leisure services, and revenue.
- c. Public Schools:** Approval of the General Plan Amendment and subsequent rezoning request will not result in any impact to Public Schools. The Property will continue to function as it historically has with no increase in units. Therefore, public schools will not be required to consider how this Project may impact enrollment.
- d. Land Use (including compatibility with land use, site design, and environmental goals):** Approval of the General Plan Amendment and subsequent rezoning request will achieve compatibility between the General Plan, Zoning Ordinance, and actual land use which have been out of sync for many years. Such compatibility will promote future site improvements and enhancements necessary to ensure the Project remains well maintained and provides a quality living environment for its residents.

In summary, this request is for an amendment to the General Plan Land Use Map to change the existing land use designation from “Commercial” to “Multi-Family Residential,” which will bring the land use designation for the Property into conformance with the Property's actual longstanding residential use.

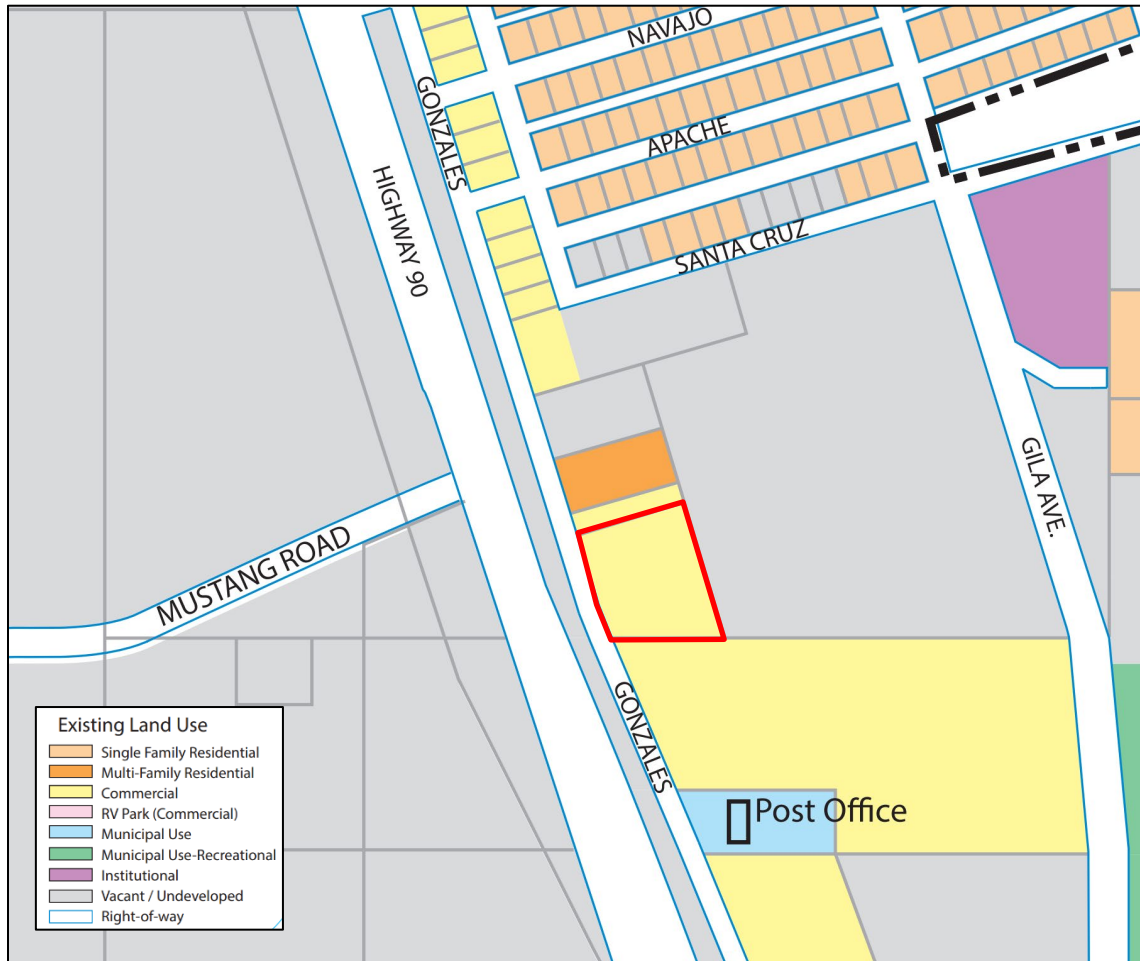
Respectfully submitted,

Snell & Wilmer

Michael T. Maerowitz

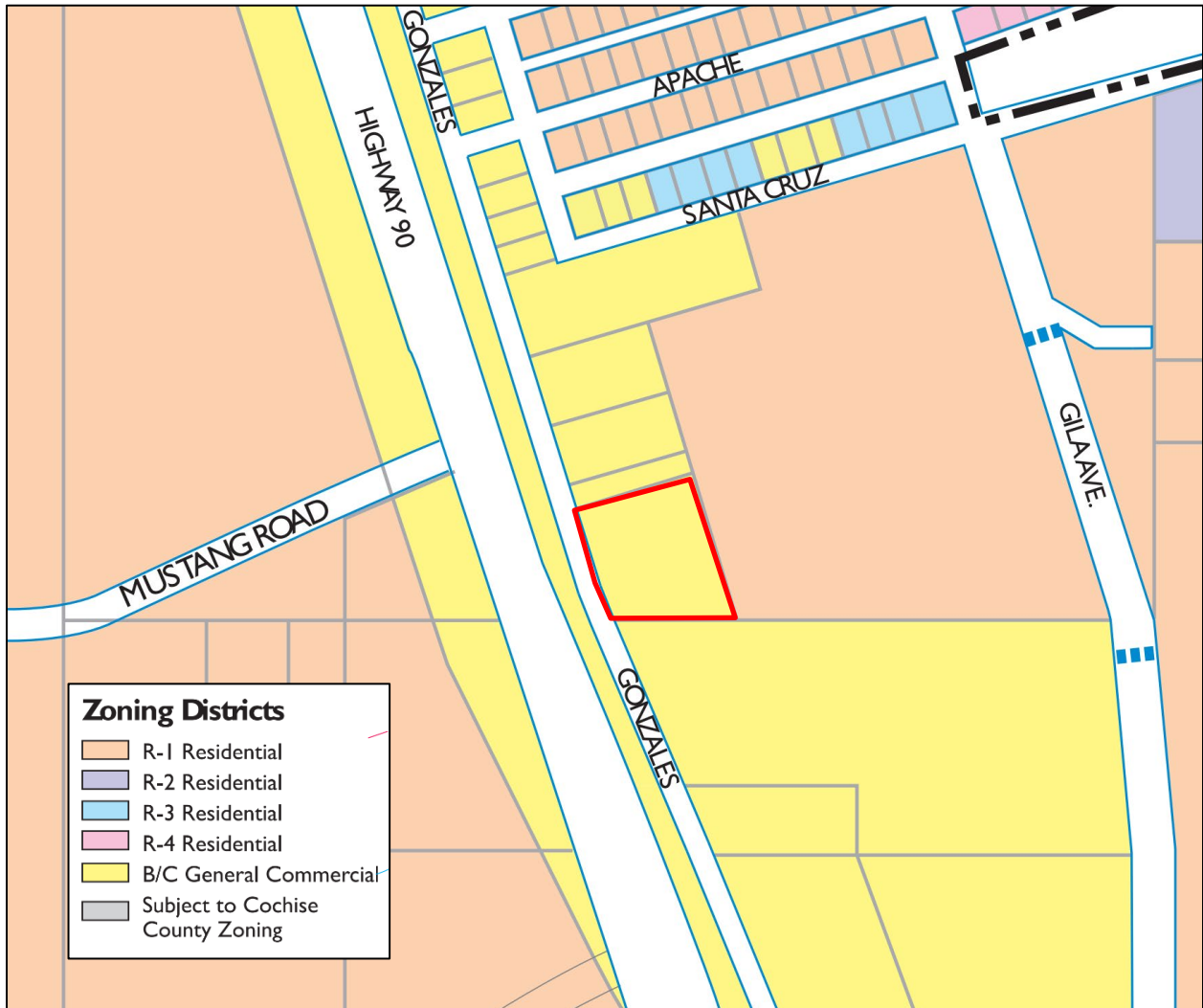
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Exhibit B [General Plan Land Use Map]



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Exhibit C [Zoning Map]



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Exhibit D **[B/C Permitted Uses]**

18.75.020 Permitted uses.

The following uses shall be permitted in B/C general business districts:

Retail trade of any legal goods or services not otherwise prohibited in this code, including but not limited to:

- A. Convenience stores, grocery stores, and stores selling general merchandise.
- B. Retail trade of furniture, home furnishings, household appliances, etc.
- C. Hotels and motels with or without kitchenettes for permanent or transient purposes.
- D. Restaurants and bars.
- E. Automobile service stations and repair shops.
- F. Retail trade of apparel and accessories.
- G. New and used car sales lots where no mechanical work is done nor are wrecked, junked, or disabled cars stored or parked on the lot.
- H. Business and professional services.
- I. Repair services, electrical, radio and television, watch, clock, jewelry, reupholstery and furniture repair, and similar light duty maintenance.
- J. Special and higher education services including university, college, junior college and professional, vocational, trade and business schools.
- K. Drug stores, dry goods stores, hardware stores, grocery stores, department stores, and the like.
- L. Banks, savings and loan, finance companies, and the like.
- M. Building supplies and materials, lumber yards.
- N. Medical marijuana dispensary.
- O. Recreational marijuana establishment.
- P. Retail sale of industrial hemp products.

All buildings shall be completely enclosed and shall be so constructed and maintained as to prevent objectionable noise and odor outside the walls of the building. (Ord. 21-02 § 1, 2021; Ord. 10-06 § 1-B, 2010; Ord. 06-10, 2006; prior code § 17-15-2)



Zoning Group

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Attorney

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Assistant Planner

Sarah Schiele
Planner Technician

712 Gonzales Boulevard

Proof of Ownership and Agency

April 12, 2024

Dr. Jim Johnson
City Building Official
Town of Huachuca City
500 N Gonzales Boulevard
Huachuca City, AZ 85616

Re: Authorization for the Applications Associated with the Property Located at 712
Gonzales Boulevard in the Town of Huachuca City, Arizona

Dear Zoning Administrator:

As the authorized representative of Desert Sage Apartments LLC and Chrisman Development, Inc (the "Owner"), I hereby authorize Snell & Wilmer, LLP (the "Applicant"), to file and process land use entitlement and development related applications, including but not limited to, General Plan Amendment, Zoning Amendment, and other applications as required for the approval of the development of our property located at 712 Gonzales Boulevard, otherwise known as Cochise County Assessor's Office Parcel Number (APN) 10647024 (the "Applications").

Please note that this authorization may only be withdrawn via written letter to the City of Phoenix requesting so. Regardless, the Applications are specific to, and owned by, the Applicant, who may withdraw them at any time.


Any questions regarding this authorization may be directed to my attention at:

(541) 263-0828 or doug@chrismandm.com

PHONE

EMAIL

Sincerely,



Signature

Douglas C. Chrisman
Printed Name



ENTITY INFORMATION

Search Date and Time: 4/12/2024 10:31:12 AM

Entity Details

Entity Name:	CHRISMAN DEVELOPMENT, INC.	Entity ID:	23352189
Entity Type:	Foreign For-Profit (Business) Corporation	Entity Status:	Active
Formation Date:	3/25/2022	Reason for Status:	In Good Standing
Approval Date:	4/20/2022	Status Date:	3/25/2022
Original Incorporation Date:	5/5/2000	Life Period:	Perpetual
Business Type:	Real Estate and Rental and Leasing	Last Annual Report Filed:	2024
Domicile State:	Oregon	Annual Report Due Date:	3/25/2025
		Years Due:	
Original Publish Date:			

Statutory Agent Information

Name:	Registered Agents Inc.	Appointed Status:	Active 4/20/2022
Attention:			
Address:	1846 E. Innovation Park Dr., STE 100, ORO VALLEY, AZ 85755, USA		
Agent Last Updated:	2/26/2024	E-mail:	
Attention:		Mailing Address:	1846 E. Innovation Park Dr., STE 100, ORO VALLEY, AZ 85755, USA
County:	Pima		

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	Douglas Chrisman		200 E Main St, ENTERPRISE, OR, 97828, Wallowa County, USA	5/8/2000	2/26/2024
Secretary	Timothy Cox		200 E Main St, ENTERPRISE, OR, 97828, Wallowa County, USA	12/31/2018	2/26/2024

WHEN RECORDED, RETURN TO:

Desert Sage Apartments LLC
c/o Chrisman Development, Inc.
200 East Main Street
Enterprise, OR 97828

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Huachuca Triangle Housing Limited Partnership**, an Arizona Limited Partnership, the Grantor, does hereby convey to **Desert Sage Apartments LLC**, an Arizona limited liability company, the Grantee, the real property situated in Cochise County, Arizona and more particularly described on the attached Attachment "A" (the "**Property**"), together with all rights and privileges appurtenant thereto.

SUBJECT TO the permitted exceptions set forth on Attachment "B" attached hereto and by this reference made a part hereof.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters above set forth.

[Signature page to follow]

Signature Page to Special Warranty Deed

DATED this 28 day of Dec 2023.

GRANTOR:

Huachuca Triangle Housing Limited Partnership,
an Arizona limited partnership

By: Southern Arizona Affordable Housing II LLC,
an Arizona limited liability company

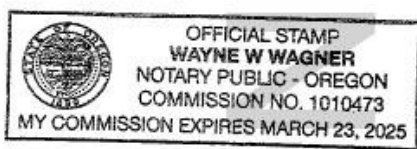
Its: General Partner

By: [Signature]
Name: Douglas C. Chrisman
Title: Member

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 19th day of December 2023, by Douglas C. Chrisman, as Member of Southern Arizona Affordable Housing II LLC, an Arizona limited liability company, the General Partner of Huachuca Triangle Housing Limited Partnership, an Arizona limited partnership, on behalf of said partnership.

[SEAL]



[Signature]
Signature of Notary Public
Printed Name: Wayne W. Wagner

Attachment "A"

Legal Description

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

THAT PORTION OF LOTS 3 AND 4, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 20 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 92 WHENCE THE SOUTHWESTERLY OF HUACHUCA VISTA BEARS NORTH 17°24' WEST, A DISTANCE OF 207.00 FEET;
THENCE NORTH 72°36' EAST, A DISTANCE OF 250.00 FEET;
THENCE SOUTH 17°24' EAST, A DISTANCE OF 901.90 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3; THENCE SOUTH 89°58' WEST, A DISTANCE OF 250.20 FEET ALONG THE SAID SOUTHERLY LINE OF SAID LOT 3 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 92;
THENCE NORTHERLY ALONG AND UPON SAID EASTERLY RIGHT OF WAY LINE ALONG A CIRCULAR CURVE, CONCAVE EASTERLY, RADIUS OF 7,590.00 FEET, A DISTANCE OF 412.50 FEET ALONG THE ARC TO A POINT;
THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 17°24' WEST, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 92 WHENCE THE SOUTHWESTERLY CORNER OF HUACHUCA VISTA BEARS NORTH 17°24' WEST, A DISTANCE OF 207.00 FEET;
THENCE NORTH 72°36' EAST, A DISTANCE OF 250.00 FEET;
THENCE SOUTH 17°24' EAST, A DISTANCE OF 415.10 FEET;
THENCE SOUTH 72°36' WEST, A DISTANCE OF 250.00 FEET;
THENCE NORTH 17°24' WEST, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING.

(Assessor's Parcel No. 106-47-024-1)

Attachment "B"

Permitted Encumbrances

1. RESERVATIONS contained in the Patent from the United States of America, recorded in Book 86, Deeds of Real Estate, Page 387, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

2. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket 8
Page 26
Purpose Pipelines

3. LEASEHOLD, under the terms and conditions of Lease made by:

Lessor Huachuca Triangle Housing
Lessee The Laundryman of Arizona, Inc.
Dated October 28, 1999
Term 20 years, with an automatic renewal
As disclosed by Memorandum of Lease
Recorded November 17, 1999
Document No. 9911-34426

4. LEASEHOLD, under the terms and conditions of Lease made by:

Lessor The Laundryman of Arizona Inc., an Arizona Corporation
Lessee Web Service Company, Inc., a California corporation
Dated February 28, 2001
Term 20 years, with an automatic renewal
Recorded October 01, 2005
Document No. 0105-13290

5. Matters contained in the following document, relating to Restricted Air Space and Military Airport recorded in Document No. 2008-32809.

6. TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS contained in instrument entitled "Zoning Ordinance 19-07: To Adopt Cochise County Zoning Regulations, Article 17 Minor Land Divisions", according to the terms and conditions contained therein:

Recorded in Document No. 2019-16538

7. MATTERS SHOWN ON SURVEY:

Recorded in Book 67 of Surveys
Page 3

[END OF ATTACHMENT B]

UNOFFICIAL
DOCUMENT



Zoning Group

Nick Wood, Esq
Attorney

Mike Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

712 Gonzales Boulevard

Title Report



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1115548-OR1

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1115548-OR1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-1115548-OR1

Property Address: 712 Gonzales Boulevard, Huachuca City, AZ 85616

Revision No.: 2nd Revision to update property for a Rezoning Application

Issuing Office: 200 SW Market Street, Suite 250, Portland, OR 97201

Issuing Office File No.: NCS-1115548-OR1

Escrow Officer: Name: Wayne Wagner

Email:

Phone: (503)795-7600

Title Officer: Name: Karl Arruda

Email:

Phone: (503)795-7600

SCHEDULE A

1. Commitment Date: June 5, 2024, at 7:30 AM

2. Policy to be issued:

(a) ALTA® Extended Owners Policy

Proposed Insured: Desert Sage Apartments LLC, an Arizona limited liability company

Proposed Policy Amount: \$1,570,000.00

(b) ALTA® Extended Loan Policy

Proposed Insured: PNC Bank

Proposed Policy Amount: \$TBD

(c) 2021 ALTA® Extended Loan Policy

Proposed Insured: United States of America, acting through Rural Housing Service, United States Department of Agriculture, or its successor agency

Proposed Policy Amount: \$673,692.93

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Desert Sage Apartments, LLC, an Arizona Limited Liability Company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1115548-OR1

Commitment No.: NCS-1115548-OR1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

6. PAY first installment 2023 taxes, Parcel No. 106-47-024-1, plus interest if any.
7. This item has been intentionally deleted.
8. FURNISH the Company with an Owner's Affidavit & Indemnity (Commercial) by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any options to renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAIN A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE. Upon receipt and approval by the Company, the Exception referred to below will be limited to those parties identified in the Certificate.

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Exception No. 17

NOTE: If any leases are to be subordinated to the lien of the Insured Mortgage the form of subordination must be approved by the Company prior to the close of escrow.

9. USUAL inspection report by an employee of the Company immediately prior to recording. If such inspection discloses additional matters the recording will be delayed until resolved.
10. FURNISH plat of survey acceptable to the Company. The right is reserved to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

To , (name of lender, if known), (names of others as negotiated with the client), Pioneer Title Agency, Inc., and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 8, 11, 13, 16, and 18 from Table A thereof. The fieldwork was completed on _____.

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

Upon furnishing of said plat, any matter disclosed by said plat will be added to Schedule B.

NOTE: Should Zoning coverage be requested, items 4, 5, 6, 7 and 9 of Table A, and information regarding the usage of the property must be included.

11. FURNISH copy of Certificate of Limited Partnership filed with the Secretary of State. Said copy to include Secretary of State's filing data:

Name of Partnership: Desert Sage Apartments, LLC, an Arizona Limited Liability Company

The right is reserved to make additional requirements upon examination of said certificate.

12. FURNISH copy of Certificate of Registration (foreign limited partnership) filed with the Secretary of State. Said copy to include Secretary of State's filing data:

Name of Partnership: Desert Sage Apartments, LLC, an Arizona Limited Liability Company

The right is reserved to make additional requirements upon examination of said certificate.

-or-

Proper showing that said limited partnership is in good standing in its domiciliary jurisdiction.

13. THE RIGHT is reserved to make additional exceptions or requirements upon submission of the name of the Proposed Insured Owner.

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14. THE RIGHT is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.
15. RECORD Deed from Desert Sage Apartments, LLC, an Arizona Limited Liability Company to TO COME.

COMPLIANCE with ARS 11-1133, which states essentially that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording.

NOTE: The Company hereby informs the parties that it has not made a determination of whether or not this transaction is subject to the provisions of ARS 33-422 entitled "Land divisions; recording; disclosure affidavit"; and ARS 11-831 entitled "Review of land divisions; definitions." It will be the responsibility of the parties to make this determination therefore, the Company assumes no liability with respect to these matters.

TAX NOTE:

Year 2023
Parcel No. 106-47-024-1
Total Tax \$6,752.75
First Half \$3,376.39, plus interest if any
Second Half \$3,376.39

PRIOR to recording, obtain current tax information from:

Cochise County Treasurer
1415 W. Melody Lane, Ste E
Bisbee, AZ 85603
520-432-8400
<https://www.cochise.az.gov/treasurer/home>

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

- Print must be ten-point type (pica) or larger.
- Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1115548-OR1

Commitment No.: NCS-1115548-OR1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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8. RESERVATIONS contained in the Patent from the United States of America, recorded in Book 86 Deeds of Real Estate, Page 387, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

9. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

10. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2024

11. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	8
Page	26
Purpose	Pipelines

12. LEASEHOLD, under the terms and conditions of Lease made by:

Lessor	The Laundryman of Arizona, Inc.
Lessee	Huachuca Triangle Housing
Dated	October 28, 1999
Term	20 years, with an automatic renewal
Recorded	November 17, 1999
Document No.	9911-34426

13. LEASEHOLD, under the terms and conditions of Lease made by:

Lessor	The Laundryman of Arizona Inc., an Arizona corporation
Lessee	Web Service Company, Inc., a California corporation
Dated	February 28, 2001
Term	20 years, with an automatic renewal
Recorded	October 01, 2005
Document No.	0105-13290

14. Matters contained in the following document, relating to Restricted Air Space and Military Airport recorded in Document No. 2008-32809.

15. TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS contained in instrument entitled "Zoning Ordinance 19-07: To Adopt Cochise County Zoning Regulations, Article 17 Minor Land Divisions", according to the terms and conditions contained therein:

Recorded in Document No. 2019-16538

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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16. MATTERS SHOWN ON SURVEY:

Recorded in Book	67 of Surveys
Page	3

17. Survey prepared by Alliance Land Surveying LLC, dated December 21, 2022, under Job No. 221143, shows the following:

- a. Block retaining wall extends up to 0.58' over the northern boundary line of the property.
- b. Overhead electric lines, down guy wires, power poles located on the property outside of recorded easements.

18. RIGHTS OF LESSEES under unrecorded leases.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

19. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument: Recorded in Document No. 2023-23192

20. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument: Recorded in Document No. 2023-23193

21. Deed of Trust:

Amount: \$3,540,808.06

Dated: December 28, 2023

Recorded in: Document No. 2023-23193

Trustor: Desert Sage Apartments, LLC, an Arizona Limited Liability Company

Trustee: Charlene Fernandez, State Director Rural Development Arizona State Office

Beneficiary: United States of America, acting through the United State Department of Agriculture

(Covers Additional Property)

22. Financing Statement between:

Debtor: Desert Sage Apartments, LLC

Secured Party: United States of America, acting through USDA Rural Housing Service, or its successor or assigns

Recorded in: Document No. 2023-23194

(Covers Additional Property)

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-1115548-OR1

File No.: NCS-1115548-OR1

The Land referred to herein below is situated in the County of Cochise, State of Arizona, and is described as follows:

THAT PORTION OF LOTS 3 AND 4, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 20 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 92 WHENCE THE SOUTHWESTERLY OF HUACHUCA VISTA BEARS NORTH 17°24' WEST, A DISTANCE OF 207.00 FEET; THENCE NORTH 72°36' EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 17°24' EAST, A DISTANCE OF 901.90 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3; THENCE SOUTH 89°58' WEST, A DISTANCE OF 250.20 FEET ALONG THE SAID SOUTHERLY LINE OF SAID LOT 3 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 92; THENCE NORTHERLY ALONG AND UPON SAID EASTERLY RIGHT OF WAY LINE ALONG A CIRCULAR CURVE, CONCAVE EASTERLY, RADIUS OF 7,590.00 FEET, A DISTANCE OF 412.50 FEET ALONG THE ARC TO A POINT; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 17°24' WEST, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 92 WHENCE THE SOUTHWESTERLY CORNER OF HUACHUCA VISTA BEAPS NORTH 17°24' WEST, A DISTANCE OF 207.00 FEET; THENCE NORTH 72°36' EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 17°24' EAST, A DISTANCE OF 415.10 FEET; THENCE SOUTH 72°36' WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 17°24' WEST, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING.

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Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

712 Gonzales Boulevard
Owners within 300 Feet of Property

Owners within 300 Feet of Property

Name	Parcel Number	Address	City	State	Zip
GONZALES LAND AND BUILDING LLC	10647006H	PO BOX 315	SAINT DAVID	AZ	85630
ZACKEY SAMUEL	10647006G	700 N GONZALES BOULEVARD	HUACHUCA CITY	AZ	85616
GONZALES LAND AND BUILDINGS LLC	10647025D	PO BOX 315	SAINT DAVID	AZ	85630
GONZALES LAND AND BUILDINGS LLC	10647023	PO BOX 316	SAINT DAVID	AZ	85630
HEBL RICHARD B & KAREN L	10647022	1888 N WASHINGTON ROAD	HUACHUCA CITY	AZ	85616
RUTHERFORD FAM REV TRUST	10647021	173 CARL HAYDEN DRIVE	SIERRA VISTA	AZ	85635
KITCH DOG LLC	10647152Q	4625 E BROADWAY BOULEVARD, SUITE 203	TUCSON	AZ	85711
S A M SELF STORAGE LLC	10647152X	21 W SAHUARO VISTA	TUCSON	AZ	85705
S A M SELF STORAGE LLC	10647152W	22 W SAHUARO VISTA	TUCSON	AZ	85705



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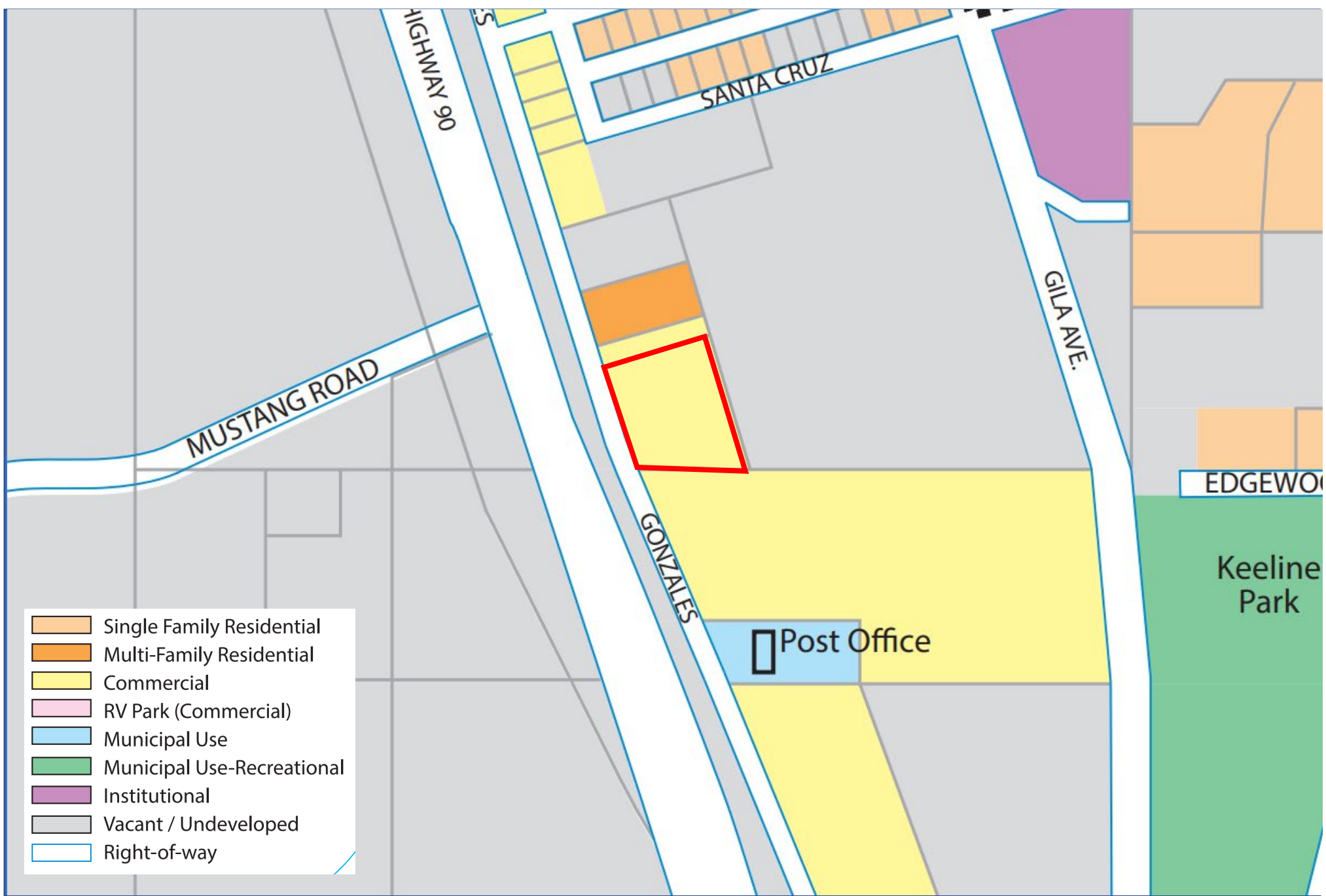
Maggie Dellow
Urban Planner

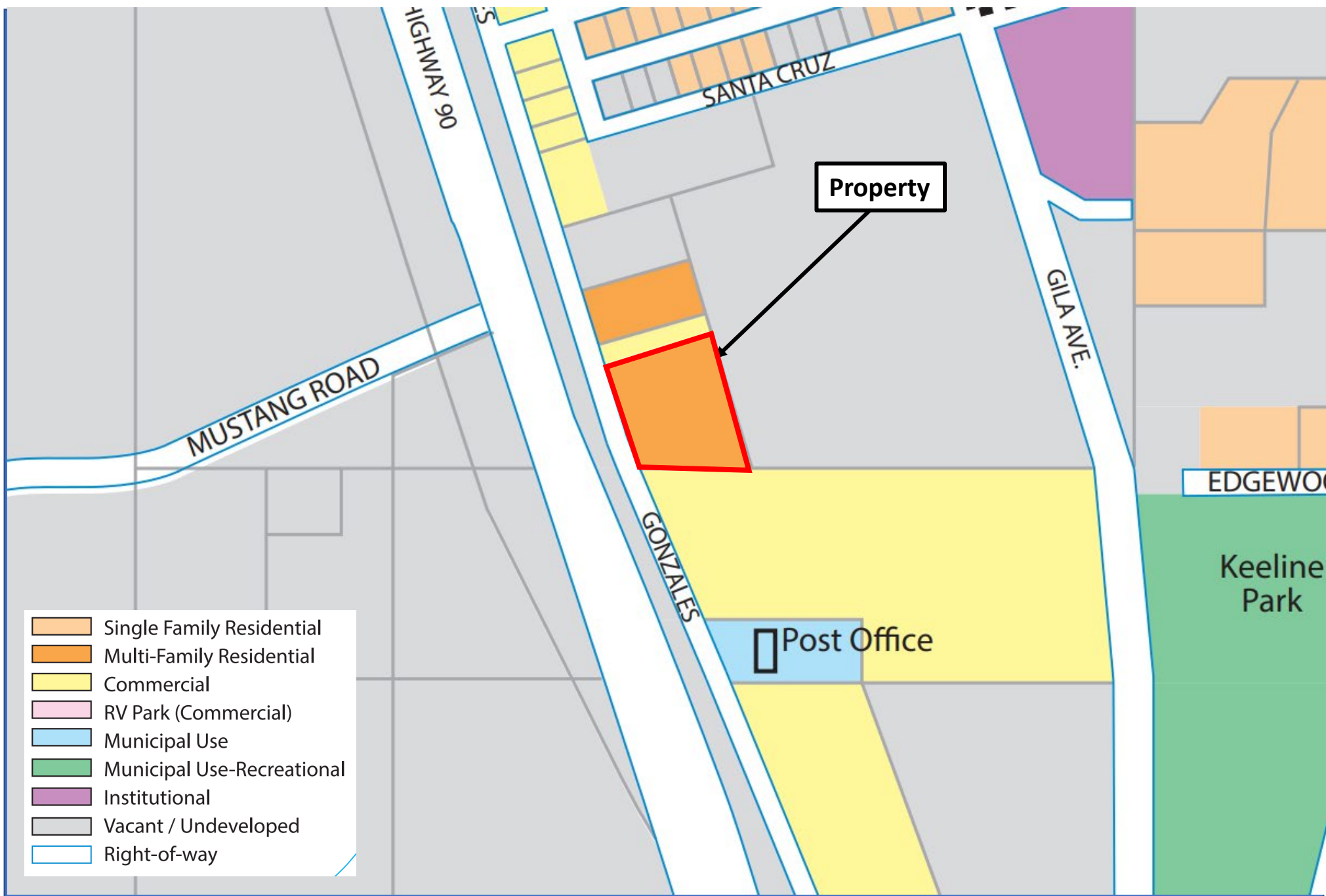
Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

712 Gonzales Boulevard

General Plan Maps







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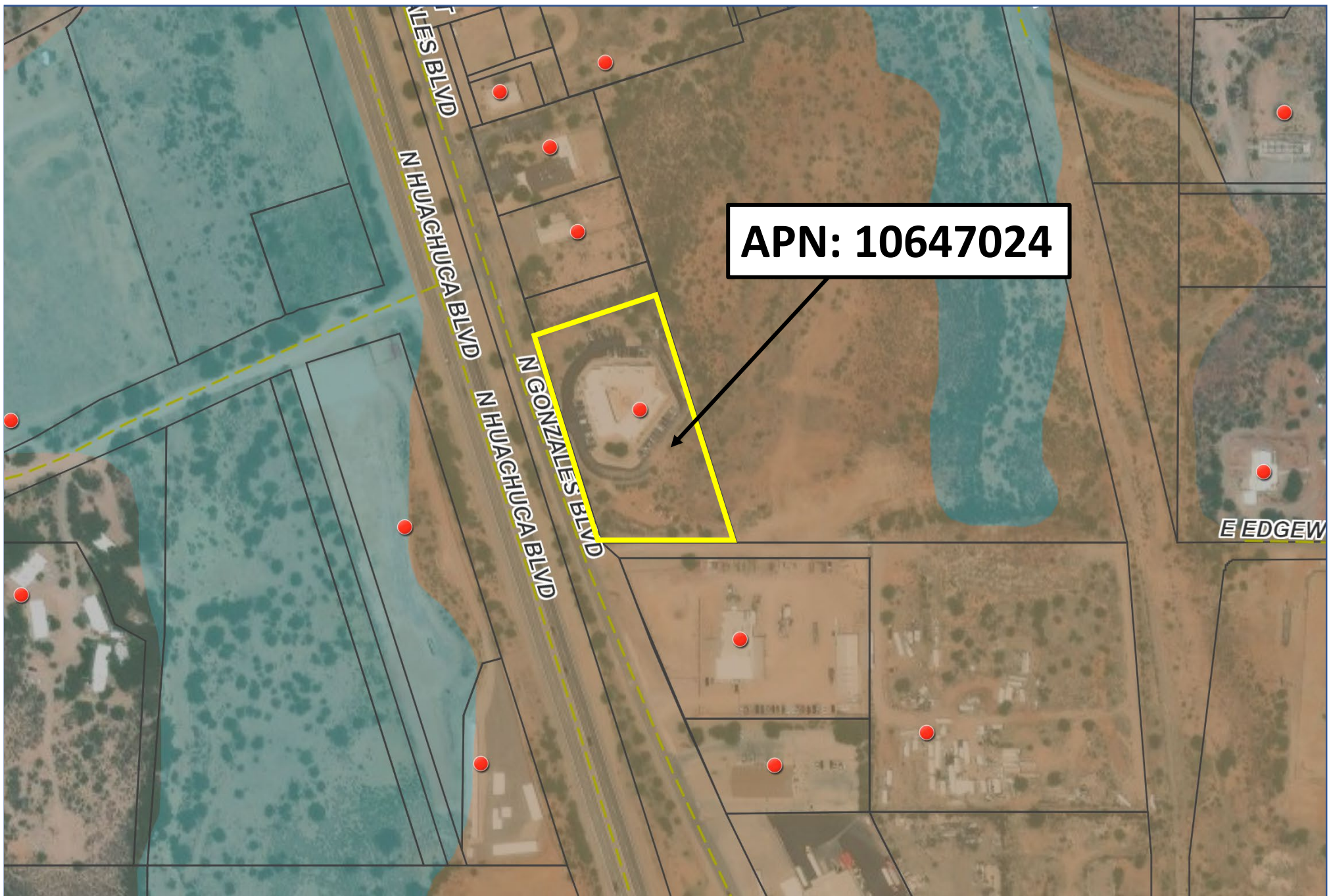
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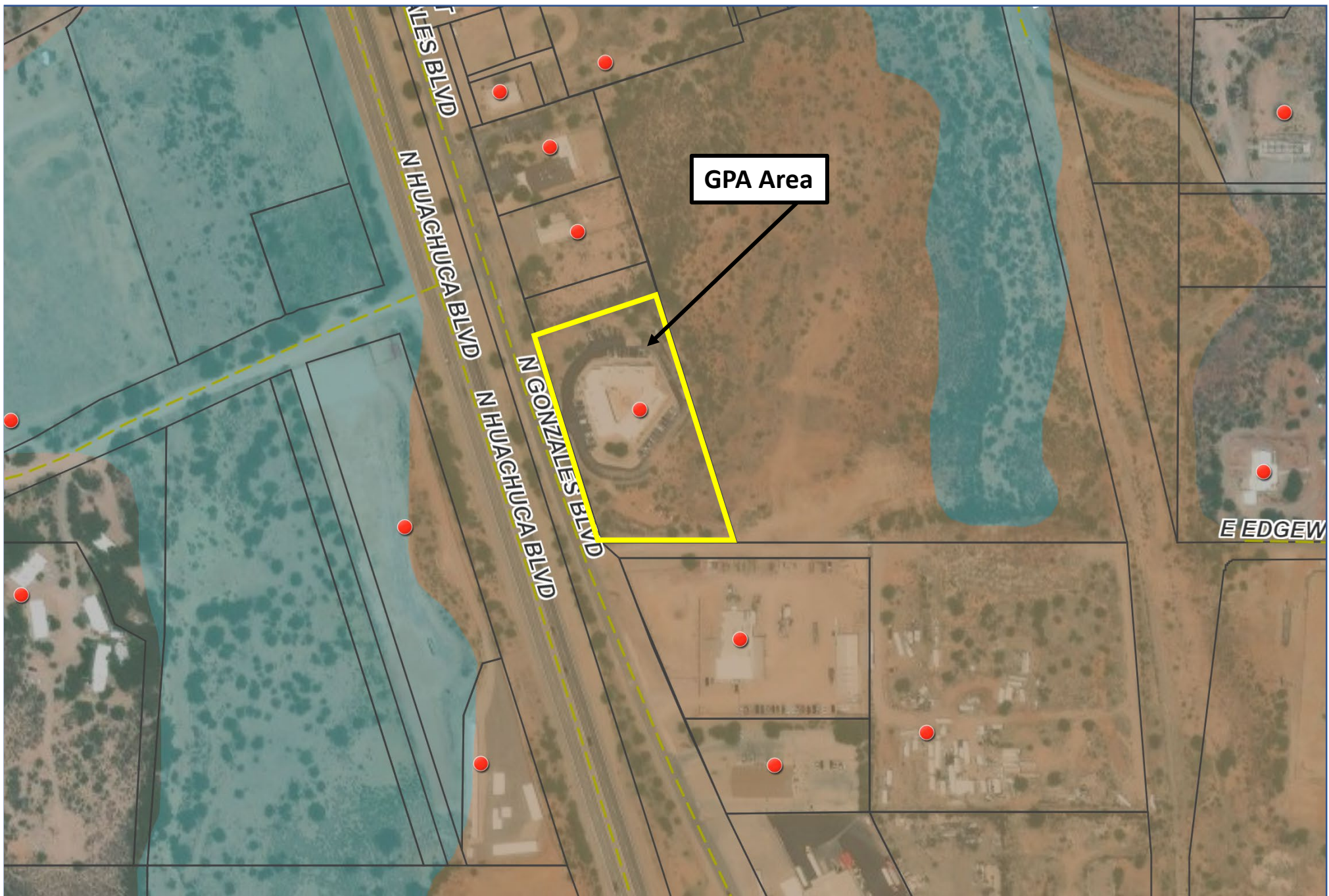
Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

712 Gonzales Boulevard
Cochise County Assessor's Map, Parcel
Number and Legal Description



APN: 10647024



**DESCRIPTION FOR REZONING A PORTION OF
A.P.N. 106-47-024, COCHISE COUNTY, ARIZONA
712 GONZALES BLVD. HUACHUCA CITY, AZ
PORTION TO BE REZONED**

THAT PORTION OF LOTS 3 AND 4, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 20 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 92 WHENCE THE SOUTHWESTERLY OF HUACHUCA VISTA BEARS NORTH 17°24' WEST, A DISTANCE OF 207.00 FEET;

THENCE NORTH 72°36' EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 17°24' EAST, A DISTANCE OF 901.90 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3;

THENCE SOUTH 89°58' WEST, A DISTANCE OF 250.20 FEET ALONG THE SAID SOUTHERLY LINE OF SAID LOT 3 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 92;

THENCE NORTHERLY ALONG AND UPON SAID EASTERLY RIGHT OF WAY LINE ALONG A CIRCULAR CURVE, CONCAVE EASTERLY, RADIUS OF 7,590.00 FEET, A DISTANCE OF 412.50 FEET ALONG THE ARC TO A POINT;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 17°24' WEST, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 15.70 FEET THEREOF; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

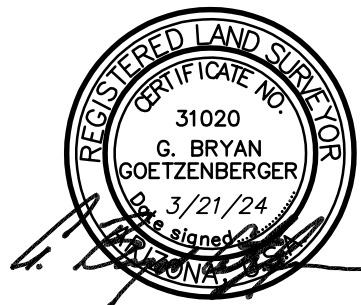
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THENCE NORTH 72°36' EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 17°24' EAST, A DISTANCE OF 415.10 FEET;

THENCE SOUTH 72°36' WEST, A DISTANCE OF 250.00 FEET;

THENCE NORTH 17°24' WEST, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING;



JOB NO.: 240319
SECTION: 5
TOWNSHIP: 21 SOUTH
RANGE: 20 EAST
DATE: MARCH 21, 2024
SHEET 1 OF 4



ALLIANCE
LAND SURVEYING, LLC

www.alliancelandsurveying.com

7900 N. 70th AVENUE
SUITE 104
GLENDALE, AZ 85303
TEL (623) 972-2200
FAX (623) 972-1616

contactus@azals.com



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Sarah Schiele
Planner Technician

712 Gonzales Boulevard

Aerial Map



Snell & Wilmer
Committed to being your perfect fit.®
1 E Washington St, Ste 2700, Phoenix, AZ 85004



Site Aerial

712 N Gonzales Blvd

June 2024



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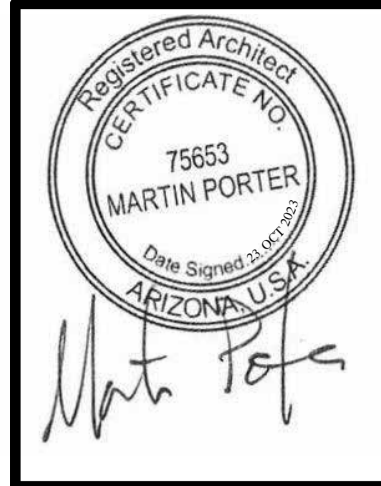
Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

712 Gonzales Boulevard

Site Plan





NOTES:
 CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.
 MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED IN THE OWNER PROVIDED ENVIRONMENTAL REPORT

DESERT SAGE APARTMENTS I - HUACHUCA
 HUACHUCA CITY, CHOCHISE COUNTY, ARIZONA

Wallace
 ARCHITECTS LLC
 Columbia, MO
 P. 573-256-7200

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ISSUE/REVISIONS	ISSUE SET
▲ 23 OCT 2023	
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SHEET NO. **AS1.0**

JOB NO. 4598

10/24/2023 9:44:46 AM

SITE LEGEND

- AREAS OF CONCRETE CROSSWALK
- AREAS OF CONCRETE SIDEWALK/SURFACE
- AREAS OF CONCRETE DRIVE REPAIR
- AREA OF GRADING
- EXISTING FIRE HYDRANT
- EXISTING UTILITY LIGHTING
- EXISTING UTILITY POLE
- EXISTING SITE LIGHTING
- ACCESSIBLE ROUTE (2% CROSS-SLOPE MAX, 5% RUN SLOPE MAX, REPLACE AS REQUIRED)
- NEW ACC. PARKING SIGN
- DRAINAGE CULVERT
- SITE PERIMETER FENCING

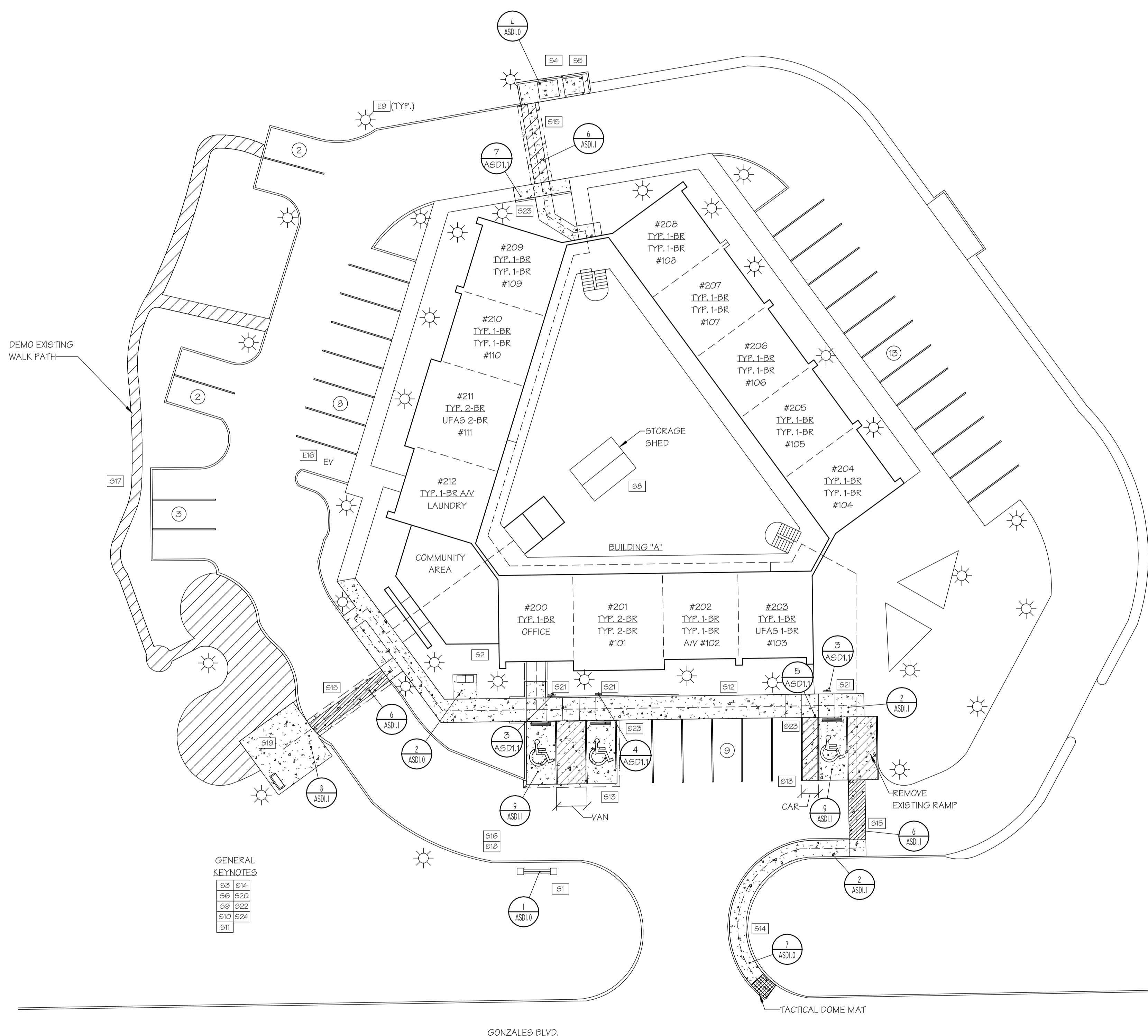
NOTE: INSTALL HANDRAILS @ ACCESSIBLE ROUTES AND WHERE OTHERWISE NOTED EXCEEDING 5% BUT LESS THAN 8.33%. 5'-0" LANDING REQUIRED AT TOP AND BOTTOM OF RAMP.

ACCESSIBILITY NOTES

- SIDEWALK ON THE ACCESSIBLE ROUTE SHALL NOT EXCEED 5% (1'-0" IN 20'-0") RUNNING SLOPE WITH A 2% (1'-0" IN 50'-0") CROSS-SLOPE AND SHALL BE 4' WIDE MIN. EXCEPT AS NOTED ON SITE PLAN. PROVIDE STAIRS, RAMPS, CURBS, ETC., AS NOTED AND DETAILED.
- PARKING AREAS AND ACCESSIBLE SPACES AND ACCESSIBLES SHALL NOT EXCEED A 2% (1'-0" IN 50'-0") SLOPE IN EACH DIRECTION. OTHER PORTIONS OF THE ACCESSIBLE ROUTE SHALL NOT EXCEED A 5% (1'-0" IN 20'-0") LONGITUDINAL SLOPE NOR A 2% (1'-0" IN 50'-0") CROSS-SLOPE.
- POSITION RECREATIONAL EQUIPMENT FOR WHEELCHAIR ACCESSIBILITY PER UFAS AND ADAAG. 25% OF EQUIPMENT AND AT LEAST ONE OF EACH TYPE OF EQUIPMENT MUST BE ACCESSIBLE.

- ### SITE WORK KEYNOTES
- S1 DEMOLISH AND REMOVE EXISTING PROPERTY SIGN INCLUDING FOOTINGS INSTALL NEW PROPERTY SIGN (SIGN, POSTS, AND FOOTINGS)
 - S2 REMOVE EXISTING MAILBOXES, INSTALL NEW PEDESTAL MAILBOXES AND CONCRETE PAD AT NEW LOCATION INDICATED ON ARCHITECTURAL SITE PLAN
 - S3 AT THE CONCLUSION OF CONSTRUCTION ACTIVITIES, REPAIR LANDSCAPING AND RESTORE TO PREEXISTING CONDITION
 - S4 REMOVE AND REPLACE EXISTING DUMPSTER PADS AND APRON (EXTEND APRON MIN. 10 FT FROM FRONT OF DUMPSTER), SEE CIVIL PLAN FOR LOCATION
 - S5 INSTALL NEW DUMPSTER ENCLOSURES PER DRAWINGS
 - S6 REMOVE AND REPLACE EXISTING BUILDING WATER ISOLATION VALVES
 - S7 PROVIDE ALL TRADEWORK TO INSTALL (1) ELECTRIC VEHICLE CHARGING STATION AT PARKING LOT
 - S8 REMOVE EXISTING AND INSTALL PREMANUFACTURED STORAGE SHED. SIZE AND STYLE SELECTED BY OWNER
 - S9 PROVIDE AND INSTALL PRESSURE REGULATOR TO MAIN WATER LINE
 - S10 PROVIDE REPAIRS TO MAIN SEWER LINE PER ALLOWANCE
 - S11 PROVIDE GRADING AROUND BUILDING SO WATER IS DIVERTED AWAY FROM BUILDING
 - S12 REMOVE AND REPLACE CONCRETE SIDEWALKS. SEE SITE PLAN FOR LOCATIONS.
 - S13 INSTALL CONCRETE ACCESSIBLE PARKING SPACES. SEE SITE PLAN FOR LOCATIONS.
 - S14 INSTALL ACCESSIBLE CONCRETE SIDEWALK TO PUBLIC RIGHT-OF-WAY. INSTALL METAL HANDRAILS ON BOTH SIDES OF SIDEWALK ON GRADES OVER 5% RUNNING SLOPE. PRIME & PAINT METAL HANDRAILS BLACK. INSTALL TACTICAL DOME MAT AT PROPERTY LINE
 - S15 INSTALL CONCRETE CROSSWALK
 - S16 PROVIDE ASPHALT REPAIRS PER ALLOWANCE. INSTALL 2" ASPHALT OVERLAY
 - S17 DEMOLISH EXISTING WALKING PATH
 - S18 PROVIDE ASPHALT STRIPING.
 - S19 DEMOLISH EXISTING AND INSTALL 20' X 20' CONCRETE PAD WITH OBSERVATION BENCH
 - S20 PROVIDE LANDSCAPE RENOVATIONS PER ALLOWANCE (GC TO COORDINATE WITH OWNER)
 - S21 REMOVE EXISTING AND INSTALL ACCESSIBLE PARKING SIGNAGE
 - S22 SITE UTILITIES; CAR PORT SOLAR SYSTEM PROVIDED BY OTHERS
 - S23 INSTALL ACCESSIBLE CURB RAMPS
 - S24 INSTALL METAL HANDRAILS ON ACCESSIBLE WALKWAYS WHERE RUNNING SLOPE IS OVER 5%

- ### ELECTRICAL SITE KEYNOTES
- E9 REPAIR/REPLACE EXISTING SITE LIGHT POLES (GENERAL CONTRACTOR TO COORDINATE WITH OWNER) INSTALL NEW LED LAMPS
 - E16 PROVIDE ALL TRADEWORK TO INSTALL (1) ELECTRIC VEHICLE CHARGING STATION AT PARKING LOT



GENERAL KEYNOTES

S3	S14
S6	S20
S9	S22
S10	S24
S11	

ARCHITECTURAL SITE PLAN
 SCALE: 1" = 20'-0"

ISSUE SET



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Mike Maerowitz, Esq
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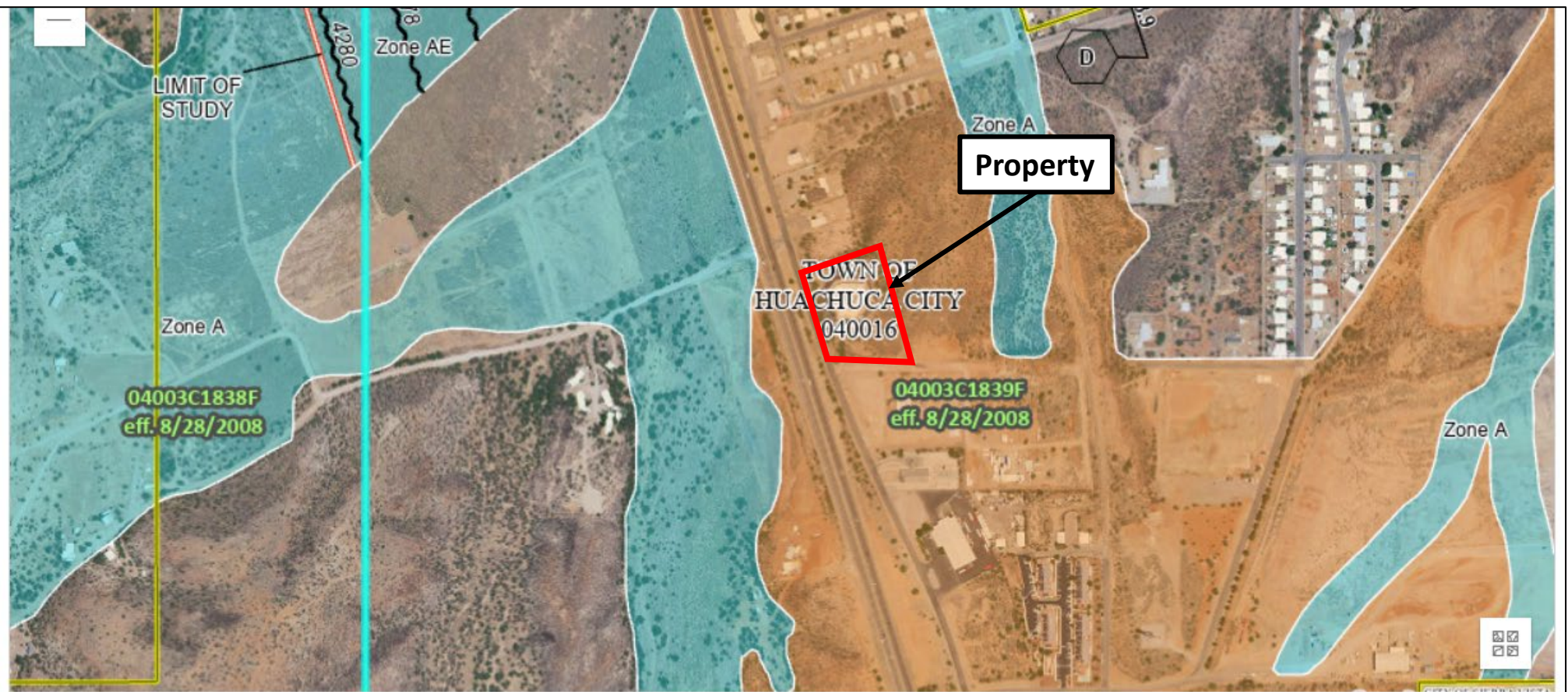
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712 Gonzales Boulevard
FEMA Flood Insurance Rate Map



USGS The National Map: Orthoimagery. Data refreshed December, 2021.

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