



MEMORANDUM

PUBLIC WORKS - DEVELOPMENT SERVICES

DATE: July 3, 2014

TO: BOARD OF ADJUSTMENT District #4

FROM: Tom Drzazgowski – Deputy Chief Zoning Inspector

SUBJECT: **Co10(4)14-09 HOCH – EAST MORRILL WY.**
Scheduled for public hearing on July 8, 2014.

LOCATION:

The subject site is located in eastern Pima County in an area known as Tanque Verde Valley. The property is located on the south side of Morrill Wy. The property is undersized for SR (Suburban Ranch) zoning.

SURROUNDING ZONING / LAND USES:

North -	SR	Rural
West -	SR	Rural
South -	SR	Rural
East -	SR	Rural

PUBLIC COMMENT:

One letter of protest has been received on this case.

PREVIOUS CASES ON PROPERTY:

There are no previous cases on the property.

REQUEST:

The applicant requests the following variances:

1. **To reduce the minimum lot size and minimum area per dwelling unit from 144,000 square feet to 138,000 square feet.**

TRANSPORTATION AND FLOOD CONTROL REPORT:

The Department of Transportation will not review this project. The Flood Control District will review this project as needed during the permit process.

BACKGROUND:

This property appears to have a complex history. According to the applicant, the property was undersized in the 1950's. After 50 years the current owners reconfigured this parcel with an adjacent parcel and made the parcel larger but did not create a parcel that is 144,000 square feet. The applicant attempted to acquire property from an adjacent property owner. Since these properties that the applicant own are surrounded on three sides by roads, there is only one

owner that property can be acquired from. According the applicant, they were not able to acquire the appropriate amount of property to make the lot legal. Therefore a variance is the potential remedy.

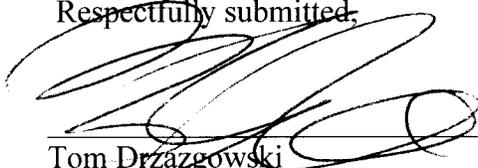
RECOMMENDATION:

Staff has **NO OBJECTION** to the variance request. Staff believes that some of the standards listed below are being met. It appears that this lot has existed for many years. While the one acre lot that existed from the mid-1950's to the mid-2000's would not have been legal non-conforming, it had existed for many years and could justify the variance approval. The lot that has been reconfigured is larger now and close to the minimum lot size required in SR. In addition, given that the applicant's properties are surrounding by roads on three sides, there is little opportunity to acquire the additional property needed to make the lot legal. Lastly, it does not appear that the current owner created the hardship. Staff believes that standards 1 and 3-9 support in granting of the approval of the variance request.

Standards that must be considered by a board of adjustment when considering a variance request include:

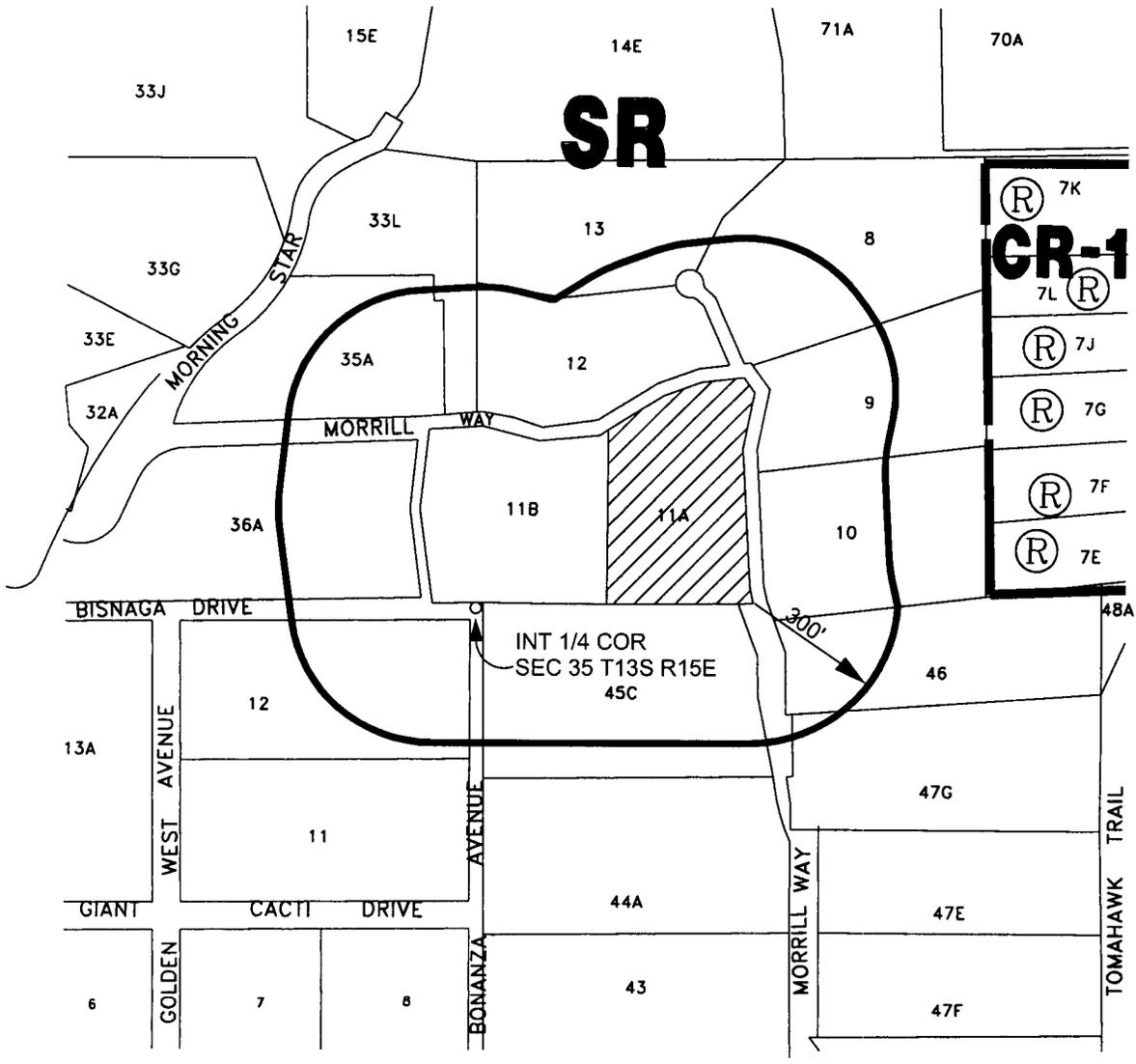
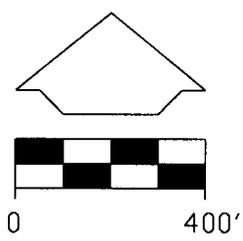
1. The strict application of the provision would work an unnecessary hardship;
2. The unnecessary hardship arises from a physical condition that is unusual or peculiar to the property and is not generally caused to other properties in the zone;
3. The unnecessary hardship does not arise from a condition created by an action of the owner of the property;
4. The variance is the minimum necessary to afford relief;
5. The variance does not allow a use which is not permitted in the zone by the Code;
6. The variance is not granted solely to increase economic return from the property;
7. The variance will not cause injury to or adversely affect the rights of surrounding property owners and residents;
8. The variance is in harmony with the general intent and purposes of the Code and the provision from which the variance is requested;
9. The variance does not violate State law or other provisions of Pima County ordinances;
10. The hardship must relate to some characteristic of the land for which the variance is requested, and must not be solely based on the needs of the owner;
11. If the variance is from a sign or advertising structure area limitation, no reasonable use of the property can be made unless the variance is granted;
12. If the variance is from a height limitation, no reasonable use of the property can be made unless the variance is granted.

Respectfully submitted,



Tom Drzazgowski
Deputy Chief Zoning Inspector

Co10(4)14-09 HOCH – EAST MORRILL WY. Troy and Jennifer Hoch, on the property located at 9960 E. Morrill Wy., in the SR zone, requests a variance to reduce the minimum lot size and minimum area per dwelling unit from 144,000 square feet to 138,000 square feet. Sections 18.17.040A and 18.17.040B of the Pima County Zoning Code requires a minimum lot size and minimum area per dwelling unit of 144,000 square feet.



Petition area 

Notification area 

BASE MAP 52

Notes _____

Tax codes 114-55-011A

Date 06/05/14

File no. CO10C 4)14-09

Drafter DS

HOCH

EAST MORRILL WAY

PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION





Pima County Development Services – Planning Division

Variance Application

Revised 11/2007

(Please print or type) NO PENCIL

Property Owner: Troy M. and Jennifer L. Hoch Phone: 520-404-4044

Owner's Mailing Address: 19105 E. Placita Las Avenidas City: Tucson Zip: 85749

Authorized Representative: Jennifer Hoch Phone: 520-405-6261

Rep's Mailing Address: N/A City: Zip:

Property Address: 9960 E Morrill Way City: Tucson Zip:

Tax Code Number(s): 114 - 55 - 011A 3.18 acres Zone: SR

Does the subject parcel have an active building or zoning code violation? NO

Owner or Applicant's Email Address: troyandjenhoch@yahoo.com

I, the undersigned, swear that all the facts in this application are true to the best of my knowledge, that I will appear in person at public hearing to present the request, that I have read and understood the board of adjustment guidelines and procedure for granting a variance, and that I am able and intend to apply for all necessary county permits for construction and use of the property within nine months of receiving an approval of my variance request. Signature: J.M. Hoch Date: 5/23/14

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

*****FOR OFFICE USE ONLY*****

Case Title: Hoch - E Morrill Way Co10(4)14 - 09 OWNER'S NAME - STREET NAME (EX. JONES- E. SPEEDWAY BOULEVARD)

requests a variance(s) to Section(s) 18-17.040 A+B of the Pima County Zoning Code which requires Minimum ~~the~~ Minimum lot area per dwelling unit of one-hundred forty four thousand square feet

REC'D AT DEVELOPMENT SERVICES - PLANNING DIVISION BY [Signature] DATE 06/04/14

May 23, 2014

Board of Adjustment District 4 Board Members
Public Works Building
Meeting Room "C", Basement
201 N. Stone Ave.
Tucson, AZ 85701

Re: Variance Request - 2820 N. Cactus Flower Road, Tucson, Arizona 85749 (the "**Property**")

Dear District 4 Board Members:

We are submitting this letter in connection with our Variance Application requesting a variance of .12+/- acres (5,227.20 acres) from the Pima County SR zoning requirement contained in Section 18.17.040 that provides, in part, that a legal and conforming buildable SR lot must contain 3.3 acres or 144,000 square feet of land.

Summary of Variance Request

The variance is being requested for a proposed structure and is not being requested because of a building or zoning code violation. The variance is needed because we believe a peculiar situation occurred in 1956 that resulted in the Property having slightly less than 144,000 square feet. We have pursued all other options available to address the acreage deficiency, short of the variance process, to no avail.

Property History

Following is a background setting forth the peculiar events and our efforts to date.

We currently own the Property which has been comprised of two (2) SR zoned lots since 1956. These lots were originally configured as an approximate 1.05 acre parcel (the "**Unimproved Parcel**") and an approximate 5.33 acre parcel (the "**House Parcel**"). See Tab 1, attached, for a depiction of the original configuration of the House Parcel and the Unimproved Parcel. Printouts from the Pima County Assessor's Property Inquiry ("**API**") web pages are also included at Tab 2, attached, and describe the originally configured House Parcel and the Unimproved Parcel.

The Unimproved Parcel was created by Marion Currie after she purchased 40 acres in April, 1946 from Don and Dorothy Ruppert. See Tab 3, attached, for a copy of the conveyance to Ms. Currie.

Ms. Currie conveyed the Unimproved Parcel on July 27th, 1955, to the Indian Hill Land Company, the original subdivider of various Indian Hills subdivisions located North of Tanque Verde Road, East and West of Catalina Highway, West of Houghton Road and South of Prince Road. See Tab 4, attached, for a copy of Ms. Currie's conveyance to Indian Hill Land Company.

Ms. Currie's conveyance of the Unimproved Parcel to the Indian Hill Land Company is when the peculiarity starts. The Pima County Zoning Code was in effect in 1955 so it seems peculiar that a subdivider of platted subdivisions would purchase a lot that did not meet minimum SR zone acreage requirements. Similarly, it is peculiar that Ms. Currie, who owned 40 acres, would carve out 1.05 acres when she had an ability to sell twelve (12) 3.3 acre parcels, all of which would have conformed to minimum SR zone acreage requirements under the Pima County Zoning Code.

Nonetheless, on June 18th, 1956, the Indian Hill Land Company conveyed the Unimproved Parcel and the adjoining House Parcel to C.S. O'Brien and Lillian C. O'Brien. See Tab 5, attached, for a copy of the Indian Hill Land Company conveyance to the O'Briens.

The O'Briens proceeded to construct a single family residence on the House Parcel in 1956 which my wife and I purchased in 2003, together with the Unimproved Parcel, from Harris and Catherine Choate, the successors-in-interest to the O'Briens. See Tab 6, attached, for a copy of the Choate conveyance to the Hochs.

No improvements have ever been constructed on the Unimproved Parcel which, although reconfigured by us as described below, is unimproved to this day. Although we may have been able to build on the Unimproved Parcel in its configuration as a 1.05 acre legal but non-conforming SR lot created in 1955, we resurveyed the Property in the hopes of finding the "missing" acreage and with the intent of reconfiguring both parcels into two legal conforming SR lots.

Unfortunately, the resurvey did not find the entire missing acreage, and, curiously, yielded .12 or 5,227.2 square feet more acreage than what the Pima County Assessor showed before the resurvey. Accordingly, the Property now consists of (1) a 3.32 acre legal and conforming SR lot on which the original single family residence constructed in 1956 is situated, and (2) a 3.18 acre non-conforming SR lot of unimproved land, in which, the originally configured Unimproved Property is situated. See Tab 7, attached, for a depiction of the current configuration and current APIs of the House Parcel and the Unimproved Parcel.

Reasons and/or Justification for Variance

In an effort to clean up various other title issues and determine where the "missing" acres went, we had a number of discussions and meetings with various people in the Pima County Real Property Department, title professionals and surveyors. Based on these discussions and meetings, we learned that because the Property is a corner lot bound by Pima County improved and unimproved roadways on 3 of its 4 sides, and is not rectangular, a mistake may have been made in the original land division insofar as multiple surveys since 1955 have yielded different measurements based on the calculations of the various arcs and curves surrounding the Property. Again, this is peculiar and not typically the way lots are laid out when land is subdivided.

Notwithstanding these peculiarities, in an attempt to remedy the acreage deficiency, we contacted our neighbors on our southern boundary line and offered to purchase an 18' strip of land from them in November, 2010. See Tab 8, attached, for a copy of the letter. We did not receive a response to our offer and, faced with no other option to acquire the deficiency due to the fact that all other sides of the Property are bounded by Pima County roadways, we determined our last remaining option was to pursue the variance process.

We tried to do the right thing by reconfiguring the Property into conforming SR lots and correct a situation that occurred shortly after the zoning code was established in what we believe were the original surveys and land divisions. We did not create this hardship. In fact, both lots have been taxed as conforming SR lots since 1956 as far as we understand and continue to be taxed as such since the reconfiguration. We have paid significant property taxes on the Unimproved Parcel, and have never contested the assessed value. See Tab 9, attached, for a copy of the Pima County Property Tax Statement and Parcel History for the Unimproved Parcel.

So, when applying the applicable variance standards under Section 18.93.030.B of the Pima County Zoning Code:

(i) a strict application of the 144,000 square foot minimum acreage requirement in the SR zone would preclude us or anyone else from ever building on the Unimproved Parcel or enjoying the other uses permitted in the SR zone;

(ii) this unnecessary hardship arises from (a) the peculiar circumstances surrounding the 1956 land division by Ms. Currie and the Indian Hill Land Company, and (b) the fact that the Property was originally divided as a corner lot with multiple curves and angles rendering it difficult to survey consistently;

(iii) we did not create the hardship; rather, we tried to improve the Property by reconfiguring both parcels into land areas that are consistent with the minimum acreage requirements in the SR zone;

(iv) the variance requested is the minimum necessary to allow the Unimproved Parcel to conform to SR zone requirements;

(v) the variance does not impact any uses permitted in the SR zone or permit any uses not permitted in the SR zone;

(vi) the variance, if granted, would have a positive economic impact to the extent the Unimproved Parcel could be built upon, but this is the case of all similarly sized parcels of land bordering the Unimproved Parcel;

(vii) the variance would not injure or adversely affect the rights of surrounding property owners who have homes on similarly sized lots and whose lots all are situated at a considerably higher elevation than the Unimproved Parcel;

(viii) the variance is in harmony with the general intent of the code and the provision from which the variance is requested;

(ix) the variance would not violate state law or other provisions of Pima County ordinances; and

(x) as indicated above, the variance request is a result of a hardship caused by (a) the peculiar circumstances surrounding land divisions that occurred in 1956, (b) the fact that the Property is a corner lot that is not rectangular rendering it difficult to survey consistently, and (c) the Property is bounded by Pima County roadways on 3 of its 4 boundary lines.

Conclusion

As presented in the evidence above, we did not create this peculiar hardship; my wife and I, and our predecessors in interest, have paid property taxes that are applicable to a legal and conforming SR zoned parcel; and we have attempted to remedy the hardship in a variety of ways. In conclusion, the net result of your granting the variance would be to maintain the existing SR zoning on each lot, the single family residence would remain on a conforming legal SR lot and we and others would be able to build upon the adjacent SR Unimproved Parcel in a manner that is consistent with all other SR lots in this Indian Hills subdivision area.

Thank you for your time and consideration.

Respectfully,


Troy and Jennifer Hoch

John C. Bush MD.

2750 N. Bonanza Ave.
Tucson, AZ. 85749
520 -444-3741
jcb1051@msn.com

June 21, 2014

Board of Adjustments
County-City Public Works Center
201 N Stone Ave.
Tucson, AZ. 85701

Re: Co10(4)13-09

To whom This May Concern,

Today I received notice of a hearing regarding a request for a variance on 9960 E Morrill Way. I would like to express my concern to this request. I own the property adjacent and due south of the property, and would be the home owner most impacted by the variance. The proposal would allow Mr Hoch to divide his lot into two and provide for another house to be built on his undeveloped land.

All this area was purchased and developed as SR land. This means 3.3 acres per lot minimum. Mr. Hoch knew the dimensions of his lot when he bought the property. He also knew the provisions for SR land. At this point, I believe that I am the land owner with the most seniority in this neighborhood- having bought our home in 1986. The appeal to this area is the large lots and the abundance of wildlife which this variance will jeopardize.

This area is special to me. 28 years ago I purchased my home thinking that at last I was in an area that could not be developed any further than it already had been. Mr Hoch currently has his home up for sale. Now, someone who purchased the home next to me some 8 years ago, and who bought it from a person who never would have considered subdividing, wants to split his property in two with the thought of being able to sell a house and a lot rather than selling a house on a beautiful, large piece of land that would preserve the desert around him.

Just to clarify, the plot map presented makes it appear that there is a street-Bisnaga- running between his property and mine. There is no street, road or footpath existing between his lot and mine. Bisnaga Drive does not exist.

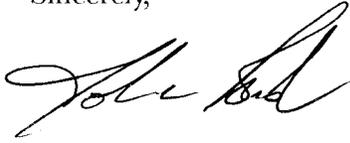
My vote is to deny the variance requested by Troy and Jennifer Hoch.

JUN 24 2014

Due to my work schedule, I will be unable to attend the hearing. Please submit this letter to the Board in my absence.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Bush". The signature is written in a cursive, flowing style with a large initial "J" and "B".

John C. Bush MD.

Configuration Prior to 2005



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F. ANN RODRIGUEZ, ORDER
RECORDED BY: HEM
DEPUTY RECORDER
2057 ES4
TTISE
TROY HOCH
2820 N CACTUS FLOWER RD
TUCSON AZ 85749



DOCKET: 2465
PAGE: 2121
NO. OF PAGES: 4
SEQUENCE: 20050060976
01/10/2005
WTDEED 15:19

MAIL

AMOUNT PAID \$ 10.00

Tax Code # 114-55-0110

ACCOMMODATION RECORDING
NO TITLE LIABILITY 21496

Exempt per B5

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,

TROY M. HOCH, a married man as his sole and separate property who acquired title as an unmarried man

do/does hereby convey to

ROLAND HOCH AND JOAN HOCH, husband and wife, acting as Fiduciaries, solely for the purpose of creating a land split

the following real property situated in Pima County, Arizona:
See Exhibit A attached hereto and made a part hereof.

ALSO SEE EXHIBIT "B" FOR ADDITIONAL PROPERTY

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.

The Grantor warrants the title against all persons whomsoever.

DATED this January 7, 2005

Troy M. Hoch

TROY M. HOCH

State of Arizona }
County of Pima }

ss

This instrument was acknowledged before me this
7th day of January, 2005 by
Troy M. Hoch

Dian C. Lind
Notary Public



State of Arizona }
County of Pima }

ss

My commission will expire 10-27-07
This instrument was acknowledged before me this
____ day of _____, 20__ by

Notary Public

My commission will expire _____

1044965 HOCH

Exhibit A

All that portion of the East half of Section 35, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at a point which is the South Quarter corner of said Section 35;

Thence North 00 degrees 14 minutes East along the Quarter Section line of said Section 35, a distance of 2636.67 feet to the True Point of Beginning;

Thence North 00 degrees 14 minutes East along the Quarter Section line of said Section 35 a distance of 381.16 feet;

Thence South 78 degrees 26 minutes East a distance of 60.45 feet;

Thence South 71 degrees 03 minutes East a distance of 67.26 feet;

Thence North 83 degrees 29 minutes 30 seconds East a distance of 132.65 feet;

Thence North 58 degrees 44 minutes 30 seconds East, a distance of 174.40 feet;

Thence North 70 degrees 49 minutes 30 seconds East, a distance of 74.89 feet;

Thence North 83 degrees 03 minutes East a distance of 99.58 feet;

Thence South 32 degrees 40 minutes East a distance of 40.30 feet;

Thence South 12 degrees 03 minutes West a distance of 124.80 feet;

Thence South 03 degrees 24 minutes East a distance of 308.85 feet;

Thence South 11 degrees 00 minutes East a distance of 25.70 feet;

Thence North 89 degrees 58 minutes West a distance of 593.43 feet to the True Point of Beginning.

10-10-100 00-10-100

EXHIBIT "B"

All that portion of the Southwest quarter of the Northeast quarter of Section 35, Township 13 South, Range 15 East Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows ;

Beginning at a point which is the South quarter corner of Section 35 ;

Thence North 00 degrees, 14 minutes, East along the North South quarter Section line of said Section 35 , a distance of 3,017.83 feet to the True Point of Beginning ;

Thence North 00 degrees, 14 minutes, East along the North South quarter Section line of said Section 35, a distance of 300.99 feet to a point ;

Thence South 79 degrees, 54 minutes East a distance of 186.97 feet to a point ;

Thence North 81 degrees, 45 minutes, 40 seconds East a distance of 264.51 feet to a point;

Thence South 55 minutes, 32 seconds East a distance of 55.17 feet to a point ;

Thence South 19 degrees, 02 minutes, 20 seconds East a distance of 177.91 feet to a point;

Thence South 83 degrees, 03 minutes, West a distance of 77.69 feet to a point ;

Thence South 70 degrees, 49 minutes, 30 seconds West a distance of 74.89 feet to a point;

Thence South 58 degrees, 44 minutes, 30 seconds West a distance of 174.40 feet to a point ;

Thence South 83 degrees , 29 minutes, 30 seconds West a distance of 132.65 feet to a point ;

Thence North 71 degrees, 03 minutes, West a distance of 67.26 feet to a point ;

Thence North 78 degrees, 26 minutes, West a distance of 60.45 feet to the True Point of Beginning.

Together with a right of way and easement for ingress and egress over those certain easements as set forth and described in that certain Deed recorded July 7, 1955 in Docket 871 at page 589 thereof , Pima County Records and in that certain Deed recorded August 30, 1955 in Docket 854 at page 75 thereto, as amended by Deed recorded January 13th, 1956 in Docket 934 at page 384 thereof

Jv Arb 23

100-1000-1000

**TITLE SECURITY AGENCY OF ARIZONA
ACCOMMODATION RECORDING INSTRUCTIONS**

To: Title Security Agency of Arizona

Date: January 7, 2005

Title Security is hereby handed the following documents:

DOCUMENT	FIRST PARTY	SECOND PARTY	RECORDING FEES
Deed	Hoch	Hoch	\$10.00
2 CPWRS Deeds	Hoch	Hoch	\$20.00

You are hereby authorized and instructed as a courtesy to deliver for recording to the Pima County Recorder's Office said documents (s), with these instructions.

The undersigned understands and acknowledges that Title Security Agency of Arizona is acting in the capacity of messenger only, without consideration and is not responsible for the correctness of the form, content or execution of any of the documents(s) and that Title Security Agency of Arizona is hereby released of any and all liability in connection with the same. Further, the undersigned understands and acknowledges that Title Security Agency of Arizona assumes no responsibility or liability for any inconvenience or loss which might be sustained due to any delay in recordation of said documents (s).

The undersigned states that the real property affected by the documents (s) is not involved in an open escrow, title insurance or other transaction pending with any office of Title Security Agency of Arizona.

The undersigned understands and acknowledges that at the time of recordation, the documents will not be insured by Title Security Agency of Arizona. Title Security Agency of Arizona is hereby instructed not to do any title search in conjunction with this courtesy recording.

It is further understood and acknowledged that there shall be no liability and/or responsibility for a payment of any consideration by Title Security Agency of Arizona to any party as this service is performed as a courtesy only.

Recording fees in the amount of \$ 30.00 are enclosed.
(All checks must be made payable to the County Recorder).

Signatures

Party Making Delivery
Address: 2820 N. Cactus Flower
Tucson, Arizona 85749

Party Making Delivery

Party To Document

Party To Document

Title Security Agency of Arizona branch office forwarding document (s) to recording desk:

Dian Lind
Escrow Officer

Kolb Rd.
Escrow Branch

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Exhibit A

All that portion of the East half of Section 35, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at a point which is the South Quarter corner of said Section 35;

Thence North 00 degrees 14 minutes East along the Quarter Section line of said Section 35, a distance of 2636.67 feet to the True Point of Beginning;

Thence North 00 degrees 14 minutes East along the Quarter Section line of said Section 35 a distance of 381.16 feet;

Thence South 78 degrees 26 minutes East a distance of 60.45 feet;

Thence South 71 degrees 03 minutes East a distance of 67.26 feet;

Thence North 83 degrees 29 minutes 30 seconds East a distance of 132.65 feet;

Thence North 58 degrees 44 minutes 30 seconds East, a distance of 174.40 feet;

Thence North 70 degrees 49 minutes 30 seconds East, a distance of 74.89 feet;

Thence North 83 degrees 03 minutes East a distance of 99.58 feet;

Thence South 32 degrees 40 minutes East a distance of 40.30 feet;

Thence South 12 degrees 03 minutes West a distance of 124.80 feet;

Thence South 03 degrees 24 minutes East a distance of 308.85 feet;

Thence South 11 degrees 00 minutes East a distance of 25.70 feet;

Thence North 89 degrees 58 minutes West a distance of 593.43 feet to the True Point of Beginning.

1044000 00000000

CORRECTIVE EXHIBIT "B"

That part of the Southeast Quarter of the Northwest Quarter of Section 35 Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at a 1-inch open pipe being the Interior Quarter corner of said Section 35;

Thence South 89 degrees 46 minutes West along the Quarter Section line 105.2 feet;

Thence North 8 degrees 46 minutes West 165.46 feet;

Thence along the centerline of a 229.18 foot radius curve to the right 58.69 feet to the end of said curve;

Thence North 6 degrees 14 minutes East 151.83 feet;

Thence North 86 degrees 34 minutes East 116.00 feet to the Quarter Section line;

Thence South 0 degrees 00 minutes 30 seconds West along said Quarter Section line 381.00 feet to the Point of Beginning.

EXCEPT any portion lying within Morrill way or Cactus Flower as Deeded to Pima County Arizona by Deed recorded as Docket 3315, Page 474, Records of Pima County, Arizona.

(Jv arb 23)

1-21-00 00000000

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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: HEM
DEPUTY RECORDER
2057 ES4



DOCKET: 124
PAGE: 2
NO. OF PAGES: 2
SEQUENCE: 20050060978
01/10/2005
WTDEED 15:19

TTISE
TROY HOCH
2820 N CACTUS FLOWER RD
TUCSON AZ 85749

MAIL
AMOUNT PAID \$ 10.00

ACCOMMODATION RECORDING
NO TITLE LIABILITY

Exhibit B 2/14/98

Warranty Deed

Community Property with Right of Survivorship

For the consideration of Ten Dollars, and other valuable considerations,

ROLAND HOCH AND JOAN HOCH, husband and wife acting as Fiduciaries solely for the purpose of creating a land split

do/does hereby convey to

TROY M. HOCH and JENNIFER L. HOCH, husband and wife

not as tenants in common nor as a community property estate nor as joint tenants with right of survivorship, but as community property with right of survivorship, the following real property situated in Pima, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit 'A' attached hereto and made a part hereof.

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.

The Grantor warrants the title against all persons whomsoever.

The Grantees by signing the acceptance below evidence their intention to acquire said premises *as community property with right of survivorship*.

Dated this **January 7, 2005**

Accepted and approved:

Grantees

Grantors

Troy M. Hoch
TROY M. HOCH

Roland Hoch
ROLAND HOCH

Jennifer L. Hoch
JENNIFER L. HOCH

Joan Hoch
JOAN HOCH

STATE OF ARIZONA

County of Pima

} ss

This instrument was acknowledged before me this 7th day of **January, 2005** by Troy M. Hoch and Jennifer L. Hoch and Roland Hoch and Joan Hoch



Dian C. Lind
Notary Public

My commission will expire 10-27-07

STATE OF ARIZONA

County of Pima

} ss

This instrument was acknowledged before me this ___ day of ___, **20** by

Notary Public

My commission will expire _____

1-10-05 01:10:05

2



OMEGA
SURVEYING
SERVICES, INC.

Greg Lux, R.L.S., President
2450 N. Pantano
Tucson, Arizona 85715
Phone (520) 884-5273
Fax (520) 884-9685

LEGAL DESCRIPTION

PARCEL B

A portion of the northeast quarter of Section 35, Twp 13 South, Range 15 East, G&SRBM, Pima County, Arizona described as follows:

COMMENCING at the center 1/4 of said Section 35 (a found 1 1/2 " open pipe);

THENCE S89°57'59"E along the east/west centerline of said Section 35, 272.4 ft. to the POINT OF BEGINNING;

THENCE N0°08'05"E, 372.77 ft.;

THENCE N58°44'38"E, 154.40 ft.;

THENCE N70°49'34"E, 74.88 ft.;

THENCE N83°02'59"E, 99.58 ft.

THENCE S32°40'21" E, 40.30 ft.;

THENCE S12°02'59"W, 124.80 ft.;

THENCE S3°24'02"E, 308.85 ft.;

THENCE S10°59'27"E, 25.70 ft.;

THENCE S89°59'57"W, 321.37 ft. to the POINT OF BEGINNING.

Said parcel containing 138,695.86 sq. ft.



10-10-05 09:10:00

This legal description was prepared for a specific purpose by the author. Any changes made to this legal description by any party besides its author will render this document null and void.

E
A
S
T
S
I
D
E

F. AMN RODRIGUEZ, RECO:
RECORDED BY: HEM
DEPUTY RECORDER
2057 ES4



DOCKET: 127
PAGE: 21
NO. OF PAGES: 2
SEQUENCE: 20050060977
01/10/2005
WTDEED 15:19

MAIL

AMOUNT PAID \$ 10.00

ACCOMMODATION RECORDING
NO TITLE LIABILITY 21997

Warranty Deed

BS Community Property with Right of Survivorship

For the consideration of Ten Dollars, and other valuable considerations,

ROLAND HOCH AND JOAN HOCH, husband and wife acting as Fiduciaries solely for the purpose of creating a land split

do/does hereby convey to

TROY M. HOCH and JENNIFER L. HOCH, husband and wife

not as tenants in common nor as a community property estate nor as joint tenants with right of survivorship, but as community property with right of survivorship, the following real property situated in Pima, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit 'A' attached hereto and made a part hereof.

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.

The Grantor warrants the title against all persons whomsoever.

The Grantees by signing the acceptance below evidence their intention to acquire said premises *as community property with right of survivorship*.

Dated this January 7, 2005

Accepted and approved:

Grantees

Grantors

Troy M. Hoch
TROY M. HOCH

Roland Hoch
ROLAND HOCH

Jennifer L. Hoch
JENNIFER L. HOCH

Joan Hoch
JOAN HOCH

STATE OF ARIZONA

This instrument was acknowledged before me this 7th day of January, 2005 by Troy M. Hoch and Jennifer L. Hoch and Roland Hoch and Joan Hoch

County of Pima



Dian C. Lind
Notary Public

My commission will expire 10-27-07

STATE OF ARIZONA

This instrument was acknowledged before me this ___ day of ___, 20__ by

County of Pima

Notary Public

My commission will expire _____

1-10-05 09:10:01

2



OMEGA
SURVEYING
SERVICES, INC.

Greg Lux, R.L.S., President
2450 N. Pantano
Tucson, Arizona 85715
Phone (520) 884-5273
Fax (520) 884-9685

LEGAL DESCRIPTION

PARCEL A

Portions of the northeast and northwest quarters of Section 35, Twp 13 South, Range 15 East, G&SRBM, Pima County, Arizona described as follows:

BEGINNING at the center 1/4 of said Section 35 (a found 1 1/4 " open pipe);

THENCE N89°32'33"W, 105.20 ft.;

THENCE N8°32'22"W, 165.46 ft. To a point of curvature; said curve to the right with a central angle of 15°00'00" and a radius of 226.70 ft. Along its arc 59.35 ft. To a point of tangency;

THENCE N6°28'22"E, 151.84 ft.;

THENCE N86°42'32"E, 116.01 ft. to a point on the north/south centerline of the north 1/2 of said Section 35;

THENCE S78°25'59"E, 60.45 ft.;

THENCE S71°03'12"E, 67.26 ft.;

THENCE N83°29'30"E, 132.64 ft.;

THENCE N58°44'30"E, 20.00 ft.;

THENCE S0°08'05"W, 372.77 ft.;

THENCE N89°57'59"W along the east/west centerline of said Section 35, 272.40 ft. to the POINT OF BEGINNING.

Said parcel containing 144,452.8 sq. ft.



10219
05-16-05

This legal description was prepared for a specific purpose by the author.
Any changes made to this legal description by any party besides its author

MORRILL

WAY

MORRILL

WAY

36A

FLOWER

CACTUS

37

11B

11A

11

DRIVE

12

45C

VENUE

(SEE DETAIL #5 FOR SPECIFICS)

Batch 8730

Sec 35-13-15E

Details 1 & 2

2005-2

RK 03/29/05

W:\PARCEL\BATCH\8730.DWG

BK-MAP: 114-55

PCL: 0110 TO

011A 12465/2127 LESS RDS 3315/474-515

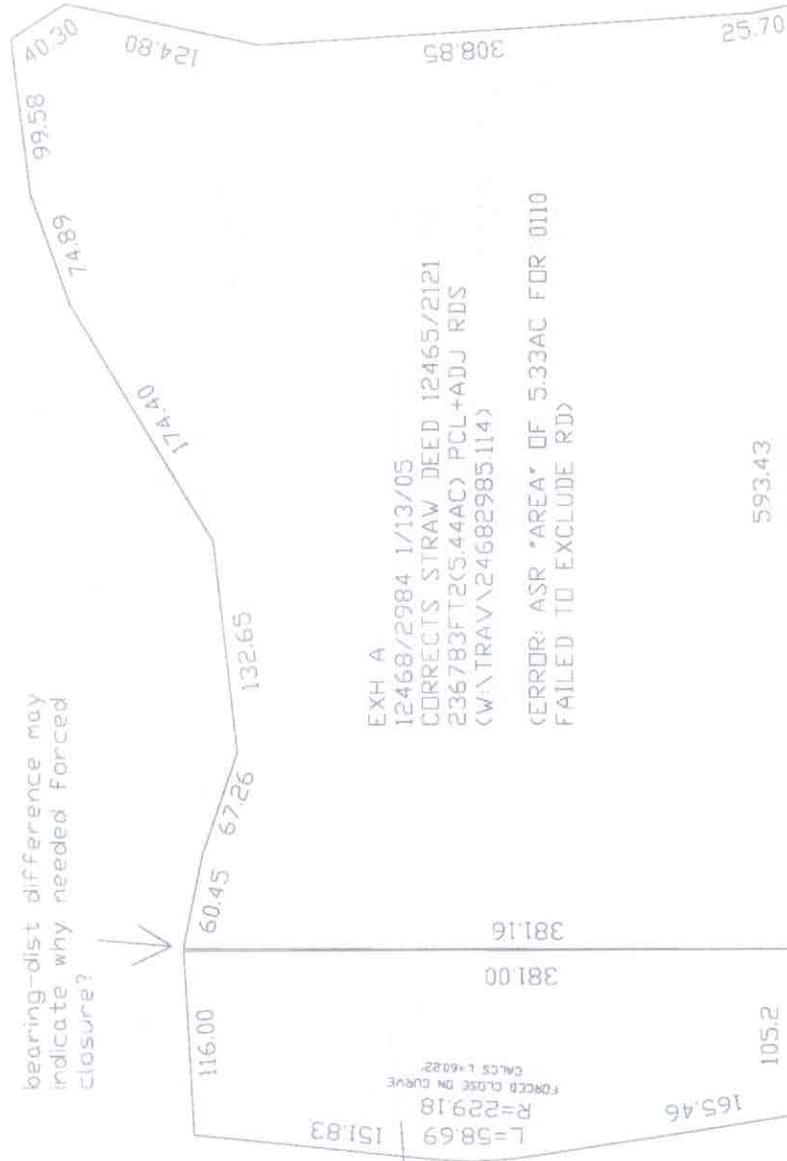
011B 12465/2125 LESS RDS 3315/474-515

PCL: 0370 TO

011B 12465/2125 LESS RDS 3315/474-515

1-CORRECTION OF STRAW DEED

bearing-dist difference may indicate why needed forced closure?

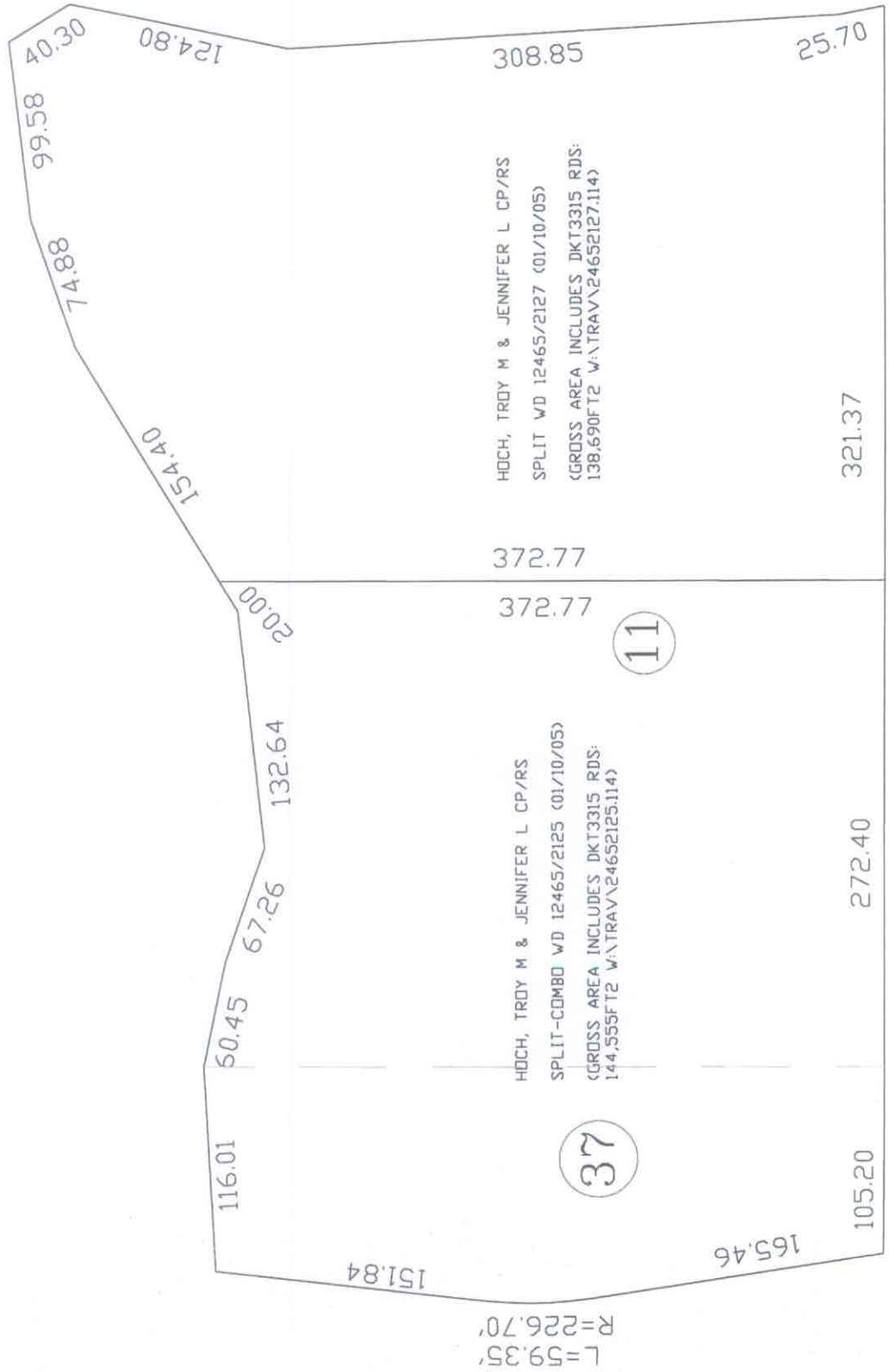


EXH B
 12468/2984 1/13/05
 CORRECTS STRAW DEED
 12465/2121
 46.328FT(2(1.06AC))=PCL+ADJ
 RDS
 (W:\TRAV\24682986.114)BUT
 FORCED CLOSE ON CURVE
 ERROR: ASR "AREA" OF
 105AC FOR 0370 FAILED
 TO EXCLUDE RD)
 STRAW DEED CORRECTION
 WAS TO ADD AFTER
 BRNG-DIST DESC AN
 EXCEPTION OF ANY PTN
 WITHIN MORRILL WAY OR
 CACTUS FLOWER AS
 DEEDED IN 3315/474

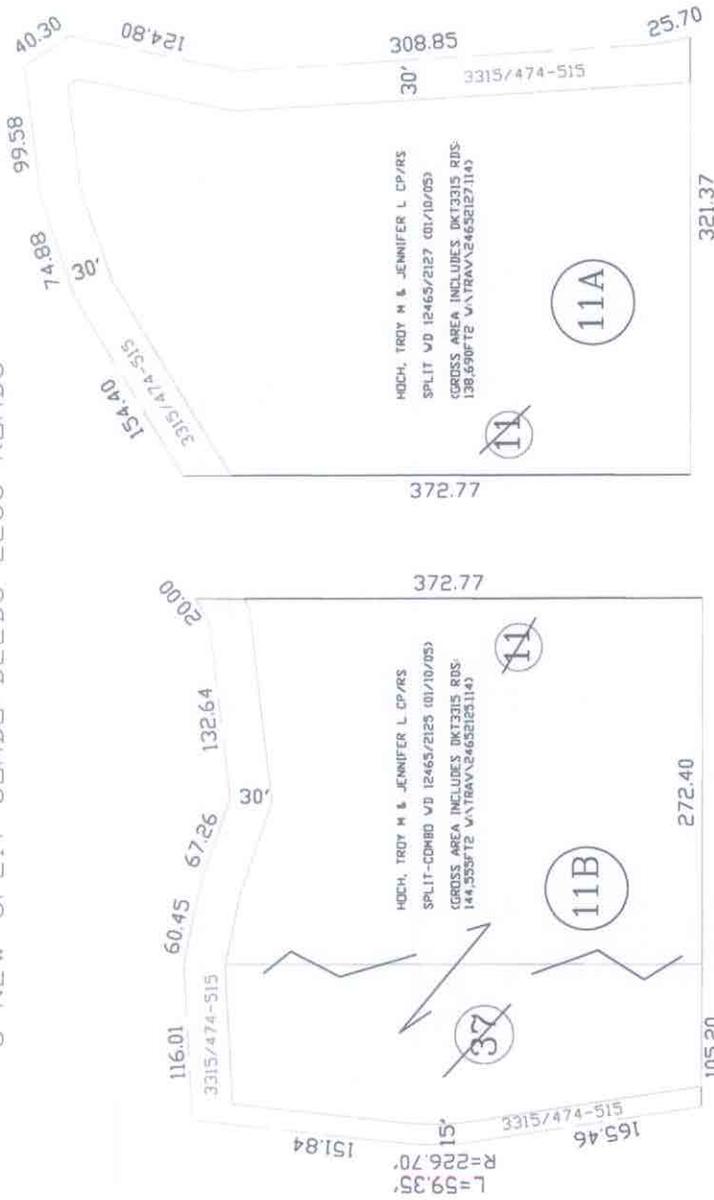
L=58.69
 R=229.18
 FORCED CLOSE ON CURVE
 CACTS 1-6022

EXH A
 12468/2984 1/13/05
 CORRECTS STRAW DEED 12465/2121
 236783FT(2(5.44AC)) PCL+ADJ RDS
 (W:\TRAV\24682985.114)
 ERROR: ASR "AREA" OF 5.33AC FOR 0110
 FAILED TO EXCLUDE RD)

5 NEW SPLIT-COMBO DEEDS OUT OF "STRAW"



5 NEW SPLIT-COMBO DEEDS LESS ROADS

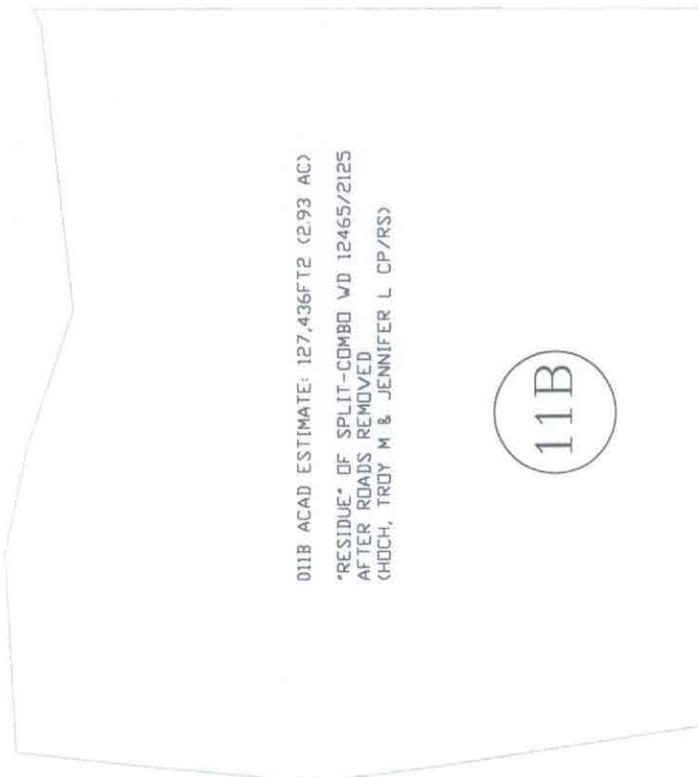


Batch 8730
 Sec 35-13-15E
 Details 1 & 2
 2005-2
 RK 03/29/05
 W:\PARCEL\BATCH\8730.DWG

BK-MAP: 114-55
 PCL: 0110 TO
 011A 12465/2127 LESS RDS 3315/474-515
 011B 12465/2125 LESS RDS 3315/474-515
 PCL: 0370 TO
 011B 12465/2125 LESS RDS 3315/474-515

6 ACAD AREA ESTIMATES

DESCRIPTIONS FOR NEW SPLIT DEEDS INCLUDE 15' OF CACTUS FLOWER & 30' OF MORRILL WAY DEEDED TO PIMA COUNTY FOR ROAD BY DEEDS IN 3315/474,485,491,503,509,515. => FOR TAX PURPOSES, ASR CONSIDERS PROPERTY DEEDED TO PIMA COUNTY FOR ROAD AS NON-TAXABLE. ACAD ESTIMATE BELOW REPRESENTS RESIDUE OF TAXABLE PROPERTY AFTER DEEDED ROADS REMOVED.



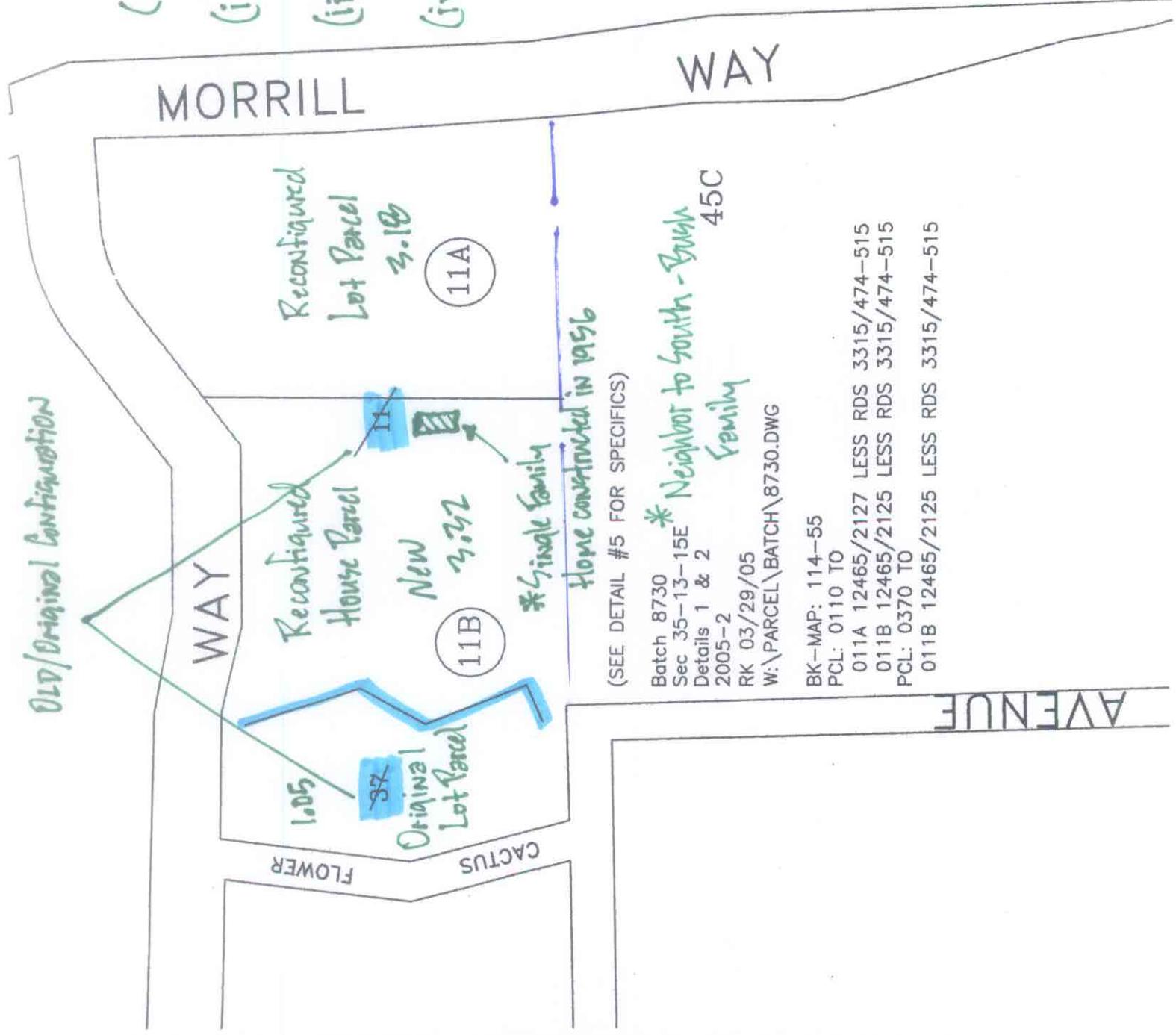
011B ACAD ESTIMATE: 127,436FT2 (2.93 AC)
RESIDUE OF SPLIT-COMBO WD 12465/2125
AFTER ROADS REMOVED
(HOCH, TROY M & JENNIFER L CP/RS)



011B ACAD ESTIMATE: 114,562FT2 (2.63 AC)
RESIDUE OF SPLIT WD 12465/2127 AFTER
ROADS REMOVED
(HOCH, TROY M & JENNIFER L CP/RS)

NEW AC TOTAL: 5.56 AC (2.93+2.63)
=>DONT MATCH OLD ASR TOTAL OF 6.38
AC (1.05+5.33) BECAUSE THAT
ERRONEOUSLY INCLUDED ADJ. PTN ROADS

OLD/Original Configuration



(i) Original Lot Parcel : APN 37

(ii) Original House Parcel : APN 11

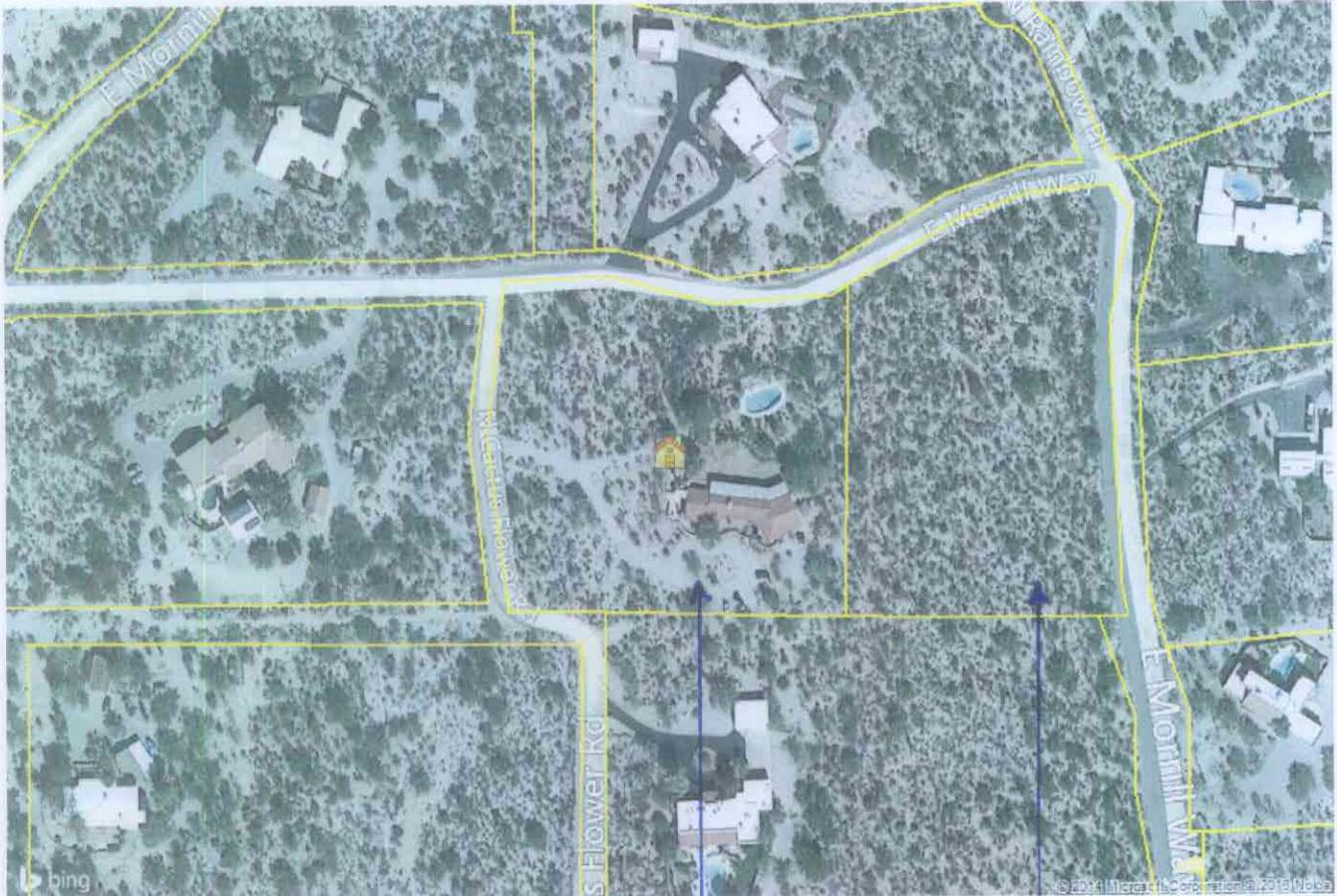
(iii) Reconfigured Lot Parcel : APN 1A

(iv) Reconfigured House Parcel : APN 11B

(SEE DETAIL #5 FOR SPECIFICS)

Batch 8730
Sec 35-13-15E
Details 1 & 2
2005-2
RK 03/29/05
W:\PARCEL\BATCH\8730.DWG

BK-MAP: 114-55
PCL: 0110 TO
011A 12465/2127 LESS RDS 3315/474-515
011B 12465/2125 LESS RDS 3315/474-515
PCL: 0370 TO
011B 12465/2125 LESS RDS 3315/474-515



Map for Parcel Address: 2820 N Cactus Flower Rd Tucson, AZ 85749-9160, Parcel ID: 114-55-011B

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Information Deemed Reliable But Not Guaranteed.
Contact Us at (800) 374-7488 ext 3 for Help.

*Current Configuration of
House Parcel
(4.32 Acres)*

*Current Configuration of
Unimproved Parcel
(4.18 Acres)*

TAB 3

Patania and Aurora E. Patania, husband and wife, the following real property in the County of Pima, State of Arizona, to-wit:

The east half of the northeast quarter, and the east half of the southeast quarter of Section 27 in Township 13 South of Range 15 East, G. & S. R. B. & M., Pima County, Arizona

Subject to taxes for the year 1946.

Subject to established and existing roads and highways.

(\$6.60 U.S.I.R. Stamps affixed and cancelled)

IN WITNESS WHEREOF, I (or we) have hereunto subscribed my (or our) name this 25th day of March, 1946

Don Ruppert
Dorothy E. Ruppert

STATE OF ARIZONA, }
County of Pima } ss.
Maricopa }

This instrument was acknowledged before me this 28th day of March, 1946 by Don Ruppert and Dorothy E. Ruppert, husband and wife

(NOTARY SEAL)

Harriet I. Zeigler
Notary Public

Handwritten initials: HZ 277-305

My Commission Expires: March 29, 1949

Filed and recorded at the request of Tucson Title Insurance Co Apr 27 at 9:47 A.M 1946

Anna Sullinger, County Recorder

#11731

COMPARED
Read by *MCA*
Read to *VAB*

By *Josephine Benton* Deputy

VAB

DEED

For the consideration of Ten and no/100 Dollars, lawful currency of the United States of America, and other valuable considerations, the receipt whereof is hereby acknowledged, I (or we) Don Ruppert and Dorothy E. Ruppert, husband and wife, do hereby CONVEY unto Marion Currie, a single woman, the following real property in the County of Pima, State of Arizona, to-wit:

The southeast quarter of the northwest quarter of Section 35 in Township 13 South of Range 15 East, G. & S. R. B. & M., Pima County, Arizona.

Subject to taxes for the year 1946.

Subject to established and existing roads and highways.

(\$.55 U.S.I.R. Stamps affixed and cancelled)

IN WITNESS WHEREOF, I (or we) have hereunto subscribed my (or our) name this 3rd day of April, 1946

Don Ruppert
Dorothy E. Ruppert

STATE OF ARIZONA, }
County of Pima } ss.

This instrument was acknowledged before me this 3rd day of April, 1946 by Don Ruppert and Dorothy E. Ruppert, husband and wife.

(NOTARY SEAL)

Carl J. O'Dowd
Notary Public

My Commission Expires: 12/2/49

Filed and recorded at the request of Tucson Title Insurance Co Apr 27 at 9:47 AM 1946

Anna Sullinger, County Recorder

#11732

COMPARED
Read by *VAB*
Read to *MCA*

By *Josephine Benton* Deputy

VAB

TAB 4

STATE OF ARIZONA)
COUNTY OF PIMA)
Witness my hand and Official Seal.

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona.

No. 42274
Book 874 Page 589
Date: 1955 JUL 27 PM 3:43
Amount of: \$395

ANNA SULLIVAN,
County Recorder

Indexed	Filed	Recorded
OP		OP

INDIAN HILL LAND COMPANY
By: *Marion Currie*
395

Consideration Less Than \$100.00

D-E-E-D

For the consideration of TEN AND NO/100 Dollars, and other valuable considerations, I, MARION CURRIE, a single woman, do hereby CONVEY unto INDIAN HILL LAND COMPANY, an Arizona Corporation, the following described real property situate in Pima County, Arizona:

All that part or parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 35, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a 1-inch open pipe being the interior quarter corner of said Section 35; RUN THENCE South 89 degrees 46 minutes West along the quarter section line a distance of 105.2 feet to a point; RUN THENCE North 8 degrees 46 minutes West a distance of 165.46 feet to a point; RUN THENCE along the center line of a 229.18 foot radius curve to the right a distance of 58.69 feet to a point being the end of said curve; RUN THENCE North 6 degrees 14 minutes East a distance of 151.83 feet to a point; RUN THENCE North 86 degrees 34 minutes East a distance of 116.00 feet to a point on the quarter section line; RUN THENCE South 0 degrees 00 minutes 30 seconds West along said quarter section a distance of 381.00 feet to the point of beginning.

TOGETHER WITH A RIGHT-OF-WAY AND EASEMENT for ingress and egress and utilities as delineated on the attached plat (Exhibit "A"), and described thereon, for the use and benefit of the parcel herein conveyed and of any property owned by Indian Hill Land Company, its successors and assigns, in the East Half of said Section 35, Township 13 South, Range 15 East. Said easement shall exist in perpetuity for the use of the servants, licensees and invitees of Indian Hill Land Company and its successors and assigns. RESERVING the right, without limitation, to grant to others a right-of-way and easement over the same private roads delineated in Exhibit "A" for any purpose.

SUBJECT TO AND RESERVING an easement for ingress and egress and utilities over the Northerly 30 feet and the Westerly 15 feet of above-conveyed parcel of land.

SUBJECT TO:

Taxes for the year 1955.

DATED this 27th day of July, 1955.

Marion Currie
Marion Currie

36921E

STATE OF ARIZONA

County of Pima

42274

This instrument was acknowledged before me this 27th day of July 1955, by MARION CURRIE, a single woman.

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES: My comm. expires June 30, 1959



TAB 5

60778

BOOK 1041 PAGE 159

STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona.

No. 159
Book 1041 Page 159
Date 1956 OCT 4 AM 9:09
Request of:

Witness my hand and Official Seal

ANNA SULLINGER
County Recorder

Accepted	Filed	Blotted

By James J. Marshall
Deputy

ARIZONA LAND TITLE & TRUST CO.
Fee \$ 2.50

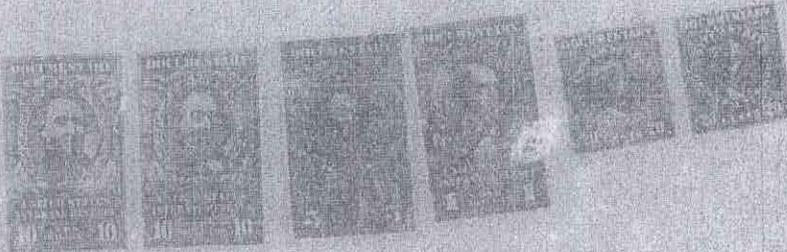
Deed CORPORATION

For the consideration of TEN AND NO/100 Dollars
and other valuable considerations, INDIAN HILL LAND COMPANY, an Arizona Corporation,

has hereby CONVEYED unto C. S. O'BRIEN and LILLIAN C. O'BRIEN, husband and wife,

the following described real property situate in Pima County, Arizona:

AS DESCRIBED IN SCHEDULE "A" HERETO ATTACHED, AND MADE A PART HEREOF



IN WITNESS WHEREOF, said Corporation has caused these presents to be signed by its duly authorized officer (s), and its corporate seal to be hereunto affixed this 10th day of June, A.D. 1956

ATTEST:

INDIAN HILL LAND COMPANY
BY James J. Marshall
President

STATE OF ARIZONA)
COUNTY OF PIMA)

On this 10th day of June, A.D. 1956, before me, the undersigned officer personally appeared Robert M. Carrick and James J. Marshall who acknowledged (himself) (themselves) to be the President of Indian Hill Land Company a Corporation and that (he) (they) as such officer (s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation, by (himself) (themselves) as such officer, (s).

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

My Commission Expires 7/1/57

Notary Public

Cherry

PARCEL 1.

All that part or parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 35, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a 1 inch open pipe being the interior quarter corner of said Section 35;
Run thence South 89 degrees 46 minutes West along the quarter section line a distance of 105.2 feet to a point;
Run thence North 3 degrees 46 minutes West a distance of 165.46 feet to a point;
Run thence along the centerline of a 229.18 foot radius curve to the right a distance of 58.69 feet to a point being the end of said curve;
Run thence North 6 degrees 14 minutes East a distance of 151.83 feet to a point;
Run thence North 86 degrees 14 minutes East a distance of 116.00 feet to a point on the quarter section line;
Run thence South 0 degrees 00 minutes 30 seconds West along said quarter section a distance of 381.00 feet to the point of beginning.

PARCEL 2.

All that portion of the East Half of Section 35, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point, which is the South Quarter corner of said Section 35;
thence North 00 degrees 14 minutes East along the quarter section line of said Section 35 a distance of 2636.57 feet to the true point of beginning;
thence North 00 degrees 14 minutes East along the quarter section line of said Section 35 a distance of 381.16 feet;
thence South 75 degrees 26 minutes East a distance of 60.45 feet;
thence South 77 degrees 03 minutes East a distance of 47.26 feet;
thence North 83 degrees 29 minutes 30 seconds East a distance of 112.65 feet;
thence North 58 degrees 14 minutes 30 seconds East a distance of 174.40 feet;
thence North 70 degrees 49 minutes 30 seconds East a distance of 74.89 feet;
thence North 83 degrees 03 minutes East a distance of 99.58 feet;
thence South 32 degrees 40 minutes East a distance of 40.30 feet;
thence South 12 degrees 03 minutes West a distance of 124.80 feet;
thence South 03 degrees 24 minutes East a distance of 308.87 feet;
thence South 11 degrees 00 minutes East a distance of 25.20 feet;
thence North 89 degrees 58 minutes West a distance of 593.43 feet to the true point of beginning.

TOGETHER WITH a right-of-way and easement for ingress and egress over those certain easements as set forth in that certain deed recorded July 7, 1955, in Docket Book 871, at Page 587 thereof, and in that certain deed recorded August 30, 1955, in Docket Book 884, at Page 75 thereof, as amended by deed recorded January 13, 1956, in Docket Book 934, at Page 584 thereof.

SUBJECT TO:

- Taxes for the year 1956.
- Restrictions as contained in the Instrument recorded in Docket Book 873, at Page 138. Established and/or existing roads, roadways and highways.
- Mortgage from Indian Hill Land Company, a corporation, to Tucson Insurance and Bonding Agency, a corporation, dated July 23, 1955, and recorded July 29, 1955, in Docket Book 873, at Page 138, and assigned to Joseph Pearson and Jean Pearson, husband and wife, by separate instrument, dated July 28, 1955, and recorded August 15, 1955, in Docket Book 873, at Page 170, which mortgage the above named Grantees hereby assume and agree to pay.
- Mortgage from Indian Hill Land Company, an Arizona Corporation, to W. B. Poshart, a widower, dated December 13, 1955, and recorded December 16, 1955, in Docket Book 923, at Page 573, which mortgage the above named Grantees hereby assume and agree to pay.

NO. 1012 594

STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona.

Witness my hand and Official Seal

ANNA SCHLINGER
County Recorder

No. 38750
Book 1002 Page 594 G
Date: _____
Request of: _____

Indexed	Pages	Filed
✓		✓

By: *[Signature]*
Deputy

ARIZONA LAND TITLE TRUST CO.
Fee 595

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, Made this 18th day of June, A. D., 1956,

by and between **INDIAN HILL LAND COMPANY**, an Arizona Corporation,

hereinafter called "the seller" and **C. S. O'BRIEN and LILLIAN C. O'BRIEN**, husband and wife,

hereinafter called "the buyer";
WITNESSETH: That in consideration of the mutual covenants herein contained, the seller agrees to sell and convey and the buyer agrees to purchase all that certain property, hereinafter called "said property" situate in the County of Pima, State of Arizona, described as follows, to-wit:

SEE SCHEDULE FOR HEREIN ATTACHED, AND MADE A PART HEREOF.

upon the following terms and conditions:

The purchase price of said property which the buyer agrees to pay is the sum of -----
----- SIXTY THOUSAND AND NO/100 (\$60,000.00) ----- Dollars
payable as follows:

- \$ 6,000.00 SIX THOUSAND AND NO/100 DOLLARS, cash, upon the execution and delivery of this contract, the receipt of which is hereby acknowledged;
- \$25,000.00 TWENTY-FIVE THOUSAND AND NO/100 DOLLARS, by assuming and agreeing to pay the above described mortgage, recorded in Docket Book 873, at Page 138;
- \$11,000.00 ELEVEN THOUSAND AND NO/100 DOLLARS, by assuming and agreeing to pay the above described mortgage, recorded in Docket Book 823 at Page 575;
- \$18,000.00 EIGHTEEN THOUSAND AND NO/100 DOLLARS, being the principal sum of this contract, which sum shall be due and payable on or before August 15, 1956, without interest.

All payments under this contract shall be made at Arizona Land Title and Trust Company of Tucson, Arizona, hereinafter called "escrow agent," which escrow agent is hereby authorized to receive said payments and receipt therefor. All taxes, special assessments, water charges, rents, and premiums for fire insurance (as well as interest on existing mortgages and contracts of sale if any) have been prorated and settled as of June 15, 1956.

and, unless otherwise provided in this contract, the buyer shall pay all taxes, special assessments and water charges now and hereafter against said property. All taxes and encumbrances whatsoever upon any part of said property agreed to be paid by the buyer as above provided shall be paid when due and before becoming delinquent. The buyer, at his own expense, is to carry at all times not less than the total amount of the unpaid balance of any and all encumbrances.

fire and other hazards insurance on the improvements located on said property, such insurance to be placed in companies satisfactory to the seller, such insurance to be issued in the name of the seller, with the usual mortgage clause endorsement if there is a mortgage on the property, and the usual contract of sale endorsement attached.

Possession of said property shall be given to the buyer as of _____ 19____ subject to that certain leasehold interest, as follows:

PARCEL 1.

All that part or parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 35, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a 1 inch open pipe being the interior quarter corner of said Section 35;

Run thence South 80 degrees 46 minutes West along the quarter section line a distance of 105.2 feet to a point;

Run thence North 8 degrees 46 minutes West a distance of 165.46 feet to a point;

Run thence along the centerline of a 229.18 foot radius curve to the right a distance of 58.69 feet to a point being the end of said curve;

Run thence North 6 degrees 14 minutes East a distance of 151.83 feet to a point;

Run thence North 86 degrees 34 minutes East a distance of 116.00 feet to a point on the quarter section line;

Run thence South 0 degrees 00 minutes 30 seconds West along said quarter section a distance of 181.00 feet to the point of beginning.

PARCEL 2.

All that portion of the East Half of Section 35, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point, which is the South Quarter corner of said Section 35;

thence North 00 degrees 14 minutes East along the quarter section line of said Section 35 a distance of 2636.67 feet to the true point of beginning;

thence North 00 degrees 14 minutes East along the quarter section line of said Section 35 a distance of 181.16 feet;

thence South 78 degrees 26 minutes East a distance of 60.49 feet;

thence South 77 degrees 03 minutes East a distance of 67.26 feet;

thence North 83 degrees 29 minutes 30 seconds East a distance of 132.65 feet;

thence North 58 degrees 44 minutes 30 seconds East a distance of 194.40 feet;

thence North 70 degrees 49 minutes 30 seconds East a distance of 74.89 feet;

thence North 83 degrees 03 minutes East a distance of 99.57 feet;

thence South 32 degrees 40 minutes East a distance of 40.00 feet;

thence South 12 degrees 03 minutes West a distance of 124.00 feet;

thence South 03 degrees 24 minutes East a distance of 308.00 feet;

thence South 11 degrees 00 minutes East a distance of 25.70 feet;

thence North 69 degrees 58 minutes West a distance of 582.43 feet to the true point of beginning.

TOGETHER WITH a right-of-way and easement for ingress and egress over those certain easements as set forth in that certain deed recorded July 7, 1900, in Docket Book 871, at Page 369 thereof, and in that certain deed recorded August 30, 1903, in Docket Book 884, at Page 75 thereof, as amended by deed recorded January 13, 1906, in Docket Book 934, at Page 364 thereof.

SUBJECT MATTER

Taxes for the year 1906.

Restrictions as contained in the Instrument recorded in Docket Book 873, at Page 128. Established and/or existing roads, roadways and highways.

Mortgage from Indian Hill Land Company, a corporation, to Traction Insurance and Bonding Agency, a corporation, dated July 28, 1902, and recorded July 29, 1902, in Docket Book 873, at Page 135, and assigned to Joseph Myerson and Jean Myerson, husband and wife, by separate instrument, dated July 28, 1903, and recorded August 13, 1903, in Docket Book 873, at Page 470, which mortgage the above named Myersons hereby assume and agree to pay.

Mortgage from Indian Hill Land Company, an Arizona Corporation, to N. B. Poustian, a widow, dated December 15, 1903, and recorded December 15, 1903, in Docket Book 923, at Page 315, which mortgage the above named Myersons hereby assume and agree to pay.

ENCLOSURE

It is agreed between the parties hereto that any assessments for public improvements against said property which have been initiated or the lien of which has already attached shall be paid by the buyer.

In the event the buyer fails to pay the interest or principal on any mortgage or contract above mentioned (if there be such) or any taxes or the interest or principal of any improvement assessment or fire insurance premiums, as the same shall become due, then it shall be lawful for the seller to pay the same, and the amount so paid shall be a lien on said property and shall be added to the amount due the seller under this contract, and shall thereafter bear interest at the rate of eight per cent per annum until paid.

The buyer agrees to keep the buildings and improvements thereon in as good a state of repair as they now are and at his own cost to keep up and preserve in as good a condition as they now are, the lawn, trees, shrubs, plants, flowers and hedges now growing on said premises (reasonable use, wear and tear, and damage by fire and the elements only excepted). The buyer is to pay any expenses which may be necessary to secure a renewal or extension of any note and mortgage hereinabove mentioned, or a replacement thereof by a new note and mortgage, and in the event of such replacement the new note and mortgage shall be for the same amount of principal and bear interest at a rate not to exceed that of the note and mortgage so replaced. The seller agrees that he will execute any paper or instrument that may be necessary for such renewals, extensions or replacements of such note and mortgage.

The seller agrees to make, execute and acknowledge (forthwith) a good and sufficient bargain and sale deed granting and conveying said property to the buyer, his heirs, successors, and assigns, free and clear of all encumbrances as of the date of this contract, except as herein provided and subject to any race and building restrictions of record, to reservations in State or Federal patents and to zoning ordinances of any municipality, and to place said deed mentioned, and a copy of this agreement in escrow with said escrow agent and to deliver to the buyer a policy of title insurance insuring the buyer as vendee under this contract. Said escrow agent is hereby authorized and directed to deliver the said deed to the buyer upon payment of the purchase price in accordance with the terms of this contract.

The buyer hereby agrees that he has examined said deed and preliminary report for title insurance or has caused the same to be examined for him by his attorney and from such examination has found the title to said property satisfactory, and hereby agrees that when he has performed or complied with all of the terms and conditions herein agreed to be performed or complied with by him, and is entitled to receive said deed, he, the buyer, will accept said deed and accept the title to said property at the same as shown by said policy of title insurance, EXCEPT as to such liens or encumbrances as may have been subsequently placed on said property by, through or by means of the seller other than as herein provided for.

It is expressly understood and agreed that each and every thing to be performed by the buyer under the terms of this contract shall be considered to be a condition. Upon any default on the part of the buyer of any of the terms, conditions or covenants herein contained and by him to be kept and performed, the seller may at his own sole option and discretion either (1) forfeit and terminate this contract, in which event the seller shall declare this contract forfeited, and all rights of the buyer hereunder shall thereupon cease and terminate and all sums of money then due or payable hereunder shall be forfeited to and retained by the seller as liquidated damages, and the buyer shall immediately deliver to the seller peaceful possession of said premises, and the seller may forthwith re-enter said premises and all hereof and remove all persons therefrom, and withdraw from escrow forthwith the policy of title insurance and deed hereinabove provided for or (2) the seller may treat this contract as one entire, and may enforce the same either for specific performance or other appropriate remedy. Waiver of one or more defaults by the seller shall not constitute a bar to declare future default or defaults, nor shall an election to treat the contract as continuing constitute a bar as to the right to declare any future default or defaults, and upon the occurrence of such future default or defaults, to again elect as to the remedy. The absence of the seller that default has occurred shall be sufficient evidence of default for the escrow agent to deliver the deed and policy of title insurance to the seller.

If any suit shall be brought by either party to enforce or cancel this contract, the prevailing party to said suit shall be entitled to recover all costs and expenses necessarily incurred by him in connection therewith, including a reasonable attorney's fee to be fixed by the court.

It is expressly understood and agreed that the title to said property, both legal and equitable, remains herein to the contrary notwithstanding, shall remain solely in the seller until the delivery of the deed to the buyer in accordance with this contract.

The words "buyer" and "seller" and any pronoun or pronouns, used in connection therewith in all provisions hereof, are intended to include the masculine, feminine and neuter gender, and to be applicable where there are two or more buyers or sellers, or both, in the same manner as where there is only one buyer or seller. It is mutually agreed by and between the parties hereto that this time of payment shall be at the option of this contract, and that all covenants and agreements herein contained shall extend to and be binding upon the heirs, administrators, executors, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

DELAN HILL LAND COMPANY
By: *Robert M. Cullen*
John O. Quinn
Lillian C. Quinn

STATE OF ARIZONA
County of Pima
This instrument was acknowledged before me this 20th day of June
1924 by ROBERT M. CULLEN, as President of Delan Hill Land Company, an
Arizona Corporation, and as the Act of
John O. Quinn
Lillian C. Quinn
Notary Public

TAB 6

F. ANN RODRIGUEZ, RECORDER
RECORDED JLW
DEPUTY RECORDER
1541 PE3



DOCKET: 12125
PAGE: 11748
NO. OF PAGES: 3
SEQUENCE: 20031681828
08/29/2003
WTDEED 17:30
AFFIDAVIT
MAIL
AMOUNT PAID \$ 12.00

FFATI
TROY M HOCH
2820 N CACTUS FLOWER
TUCSON AZ 85749

WARRANTY DEED

11 37

Escrow No. 234-4171334 (tjs)

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

Harris S. Choate and Catherine B. Choate, husband and wife, the GRANTOR does hereby convey to

Troy M. Hoch, an unmarried man, the GRANTEE

the following described property situate in **Pima County, Arizona:**

PARCEL NO. 1:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 15 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-INCH OPEN PIPE BEING THE INTERIOR QUARTER CORNER OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 46 MINUTES WEST ALONG THE QUARTER SECTION LINE 105.2 FEET;
THENCE NORTH 8 DEGREES 46 MINUTES WEST 165.46 FEET;
THENCE ALONG THE CENTERLINE OF A 229.18 FOOT RADIUS CURVE TO THE RIGHT 58.69 FEET TO THE END OF SAID CURVE;
THENCE NORTH 6 DEGREES 14 MINUTES EAST 151.83 FEET;
THENCE NORTH 86 DEGREES 34 MINUTES EAST 116.00 FEET TO THE QUARTER SECTION LINE;
THENCE SOUTH 0 DEGREES 00 MINUTES 30 SECONDS WEST ALONG SAID QUARTER SECTION LINE 381.00 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN MORRILL WAY OR CACTUS FLOWER AS DEEDED TO PIMA COUNTY ARIZONA BY DEED RECORDED AS DOCKET 3315, PAGE 474, RECORDS OF PIMA COUNTY, ARIZONA.

(JV ARB 23)

PARCEL NO. 2:

ALL THAT PORTION OF THE EAST HALF OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 15 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1
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8

BEGINNING AT A POINT WHICH IS THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00 DEGREES 14 MINUTES EAST ALONG THE QUARTER SECTION LINE OF SAID SECTION 35 A DISTANCE OF 2636.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 14 MINUTES EAST ALONG THE QUARTER SECTION LINE OF SAID SECTION 35 A DISTANCE OF 381.16 FEET;

THENCE SOUTH 78 DEGREES 26 MINUTES EAST A DISTANCE OF 60.45 FEET;

THENCE SOUTH 71 DEGREES 03 MINUTES EAST A DISTANCE OF 67.26 FEET;

THENCE NORTH 83 DEGREES 29 MINUTES 30 SECONDS EAST A DISTANCE OF 132.65 FEET;

THENCE NORTH 58 DEGREES 44 MINUTES 30 SECONDS EAST A DISTANCE OF 174.40 FEET;

THENCE NORTH 70 DEGREES 49 MINUTES 30 SECONDS EAST A DISTANCE OF 74.89 FEET;

THENCE NORTH 83 DEGREES 03 MINUTES EAST A DISTANCE OF 99.58 FEET;

THENCE SOUTH 32 DEGREES 40 MINUTES EAST A DISTANCE OF 40.30 FEET;

THENCE SOUTH 12 DEGREES 03 MINUTES WEST A DISTANCE OF 124.80 FEET;

THENCE SOUTH 03 DEGREES 24 MINUTES EAST A DISTANCE OF 308.85 FEET;

THENCE SOUTH 11 DEGREES 00 MINUTES EAST A DISTANCE OF 25.70 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES WEST A DISTANCE OF 593.43 FEET TO THE TRUE POINT OF BEGINNING.

(JV ARB 24)

Subject To: Existing taxes, assessments, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR binds itself and its successors to warrant the title as against its acts and none other, subject to the matters set forth.

DATED: August 01, 2003

Harris S. Choate
Harris S. Choate

Catherine B. Choate
Catherine B. Choate

1
2
1
2
5

1
1
7
4
9

STATE OF AZ)
County of Pima)ss.

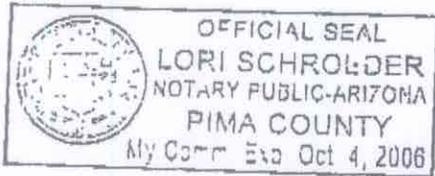
On 8/27/03, before me, the undersigned Notary Public, personally appeared Harris S. Choate and Catherine B. Choate, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Lori Scholder

Notary Public



1121111111

TAB 7

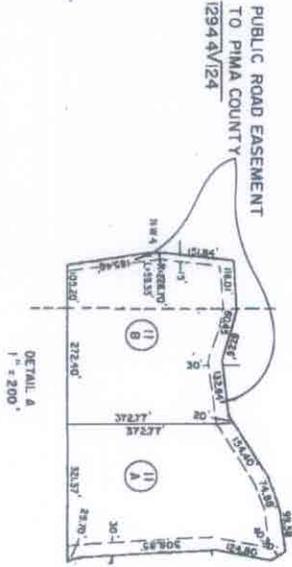
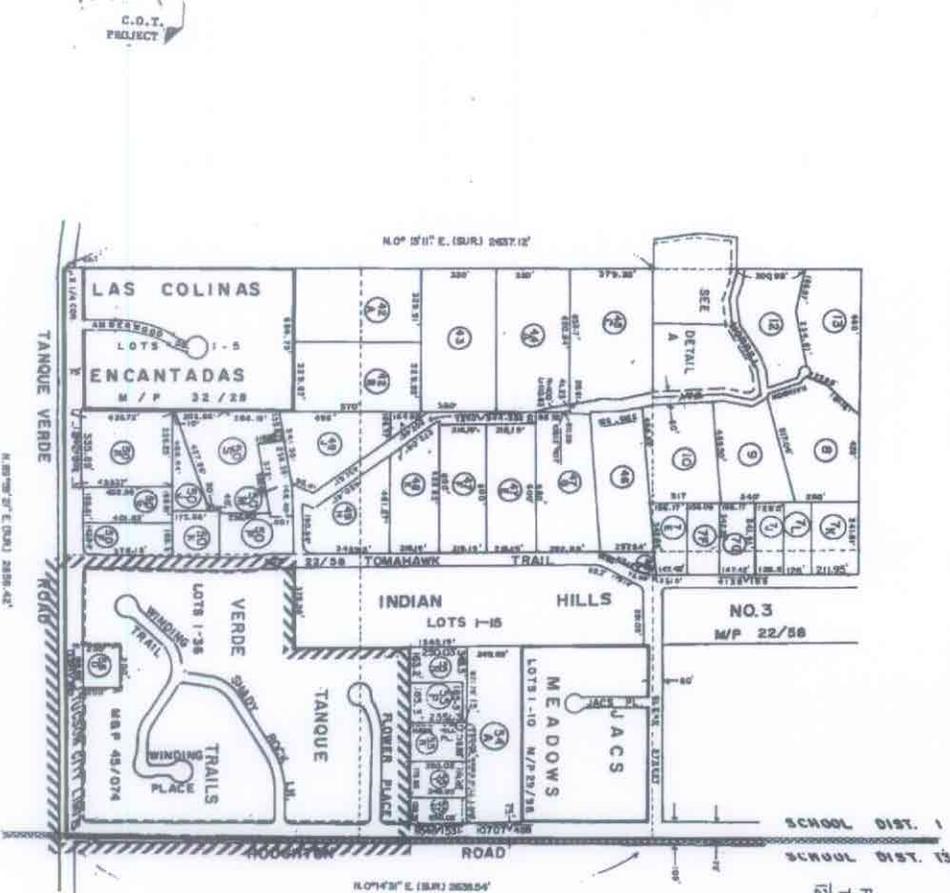
ASSESSOR'S RECORD MAP

114-55

3/3

SECTION 35, TOWNSHIP 13 SOUTH, RANGE 15 EAST
DETAIL No.2 (PART OF N.E. 4 & S.E. 4)

90



0 200 400 600 800
FEET

SEE BOOK 3 PAGE 99, R.S.
SEE BOOK 4, PAGE 39 R.S.
2012 - 1
13/535002.

Pima County Assessor's Office

Bill Staples, Assessor



HOME RESIDENTIAL COMMERCIAL LAND BUSINESS PERSONAL PROPERTY MANUFACTURED HOMES DEEDS SPLITS MAPS CONTACT US

Parcel Detail

VALUATION IN PROGRESS

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 [Images \(PRC, Maps, Photos\)](#)
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 [Treasurer Tax](#)
[Equity & Sales Comparables](#)
 [Sales Comparables \(with map\)](#)
 [MapGuide](#)
 [MapGuide Disclaimer](#)

Page Navigation Property Address Taxpayer Information Property Description Valuation Data Property Information Valuation Area Sales Information Recording Information	Book-Map-Parcel: <input type="text" value="114-55-011B"/>	Oblique Image	Tax Year: <input type="text" value="2014"/>	Tax Area: 0100																																			
	Property Address:																																						
	Street No 2820	Street Direction N	Street Name CACTUS FLOWER RD	Location Pima County																																			
	Taxpayer Information: HOCH TROY M & JENNIFER L CP/RS 2820 N CACTUS FLOWER RD TUCSON AZ		Property Description: CNTRL PTN S381' S2 S2 N2 INCL BNTH RD EASMNT 3.32 AC SEC 35-13-15 <i>House Parcel</i>																																				
	Valuation Data:																																						
	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="4">2013</th> <th colspan="4">2014</th> </tr> <tr> <th>LEGAL CLASS</th> <th>VALUE</th> <th>ASMT RATIO</th> <th>ASSESSED VALUE</th> <th>LEGAL CLASS</th> <th>VALUE</th> <th>ASMT RATIO</th> <th>ASSESSED VALUE</th> </tr> </thead> <tbody> <tr> <td>TOTAL FCV</td> <td>Primary Res (3)</td> <td>\$374,353</td> <td>10.0</td> <td>\$37,435</td> <td>Primary Res (3)</td> <td>\$374,353</td> <td>10.0</td> <td>\$37,435</td> </tr> <tr> <td>LIMITED VALUE</td> <td>Primary Res (3)</td> <td>\$374,353</td> <td>10.0</td> <td>\$37,435</td> <td>Primary Res (3)</td> <td>\$374,353</td> <td>10.0</td> <td>\$37,435</td> </tr> </tbody> </table>					2013				2014				LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE	TOTAL FCV	Primary Res (3)	\$374,353	10.0	\$37,435	Primary Res (3)	\$374,353	10.0	\$37,435	LIMITED VALUE	Primary Res (3)	\$374,353	10.0	\$37,435	Primary Res (3)	\$374,353	10.0	\$37,435
		2013				2014																																	
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Property Information:																																							
Section:	35																																						
Town:	13.0																																						
Range:	15.0E																																						
Map & Plat:	/																																						
Block:																																							
Tract:																																							
Rule B District:	5																																						
Land Measure:	2.93A																																						
Group Code:																																							
Census Tract:	4024																																						
Use Code:	0152 (SFR GRADE 010-5 URBAN NON-SUBDIVIDED)																																						
File Id:	1																																						
Date of Last Change:	3/1/2007																																						
BACK TO TOP																																							
Residential Characteristics:																																							
Property Appraiser: Rich B. Phone: (520)724-3041																																							
Appraisal Date:	10/1/2008	Property Type:	Single Family Residence																																				
Building Class:	5	Physical Condition:	Excellent																																				
Total Livable Area:	3505	Garage Type:	Carport																																				
Effective Construction Year:	1956	Garage Capacity:	2																																				
Stories:	1.0	Patio Type:	Covered																																				
Rooms:	6	Patio Number:	1																																				
Quality:	Fair	Pool Area:	512																																				
Exterior Walls:	Adobe	Valuation Type:	00																																				
Roof Type:	Tile	FCV Adjustment Factor:	1.000																																				

Heating:	Forced	Enhancement:	0
Cooling:	Refrigeration	Bath Fixtures:	12
Area ID:	Ed 7-010033-01-5		

Valuation Area:

Condo Market:	13
DOR Market:	5
MFR Neighborhood:	Undefined
SFR Neighborhood:	01003301
SFR District:	7

Sales Information:

Affidavit of Fee No.	Parcel Count	Sale Date	Property Type	Sale	Time Adjusted Sale	Cash
20031681828	2	07/2003	Single Family	344125	344125	N

DEED: Warranty Deed

Recording Information:

Sequence No.	Docket	Page	Date Recorded	Type
0	12944	124	2006-12-05	
20050090745	12468	2984	2005-01-13	
20050060976	12465	2121	2005-01-10	
20050060977	12465	2125	2005-01-10	
20031681828	12125	11748	2003-08-29	
0	9361	675	1992-08-24	
0	3315	474	1968-08-23	
0	3315	515	1968-08-23	

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- [RESIDENTIAL](#)
- [COMMERCIAL](#)
- [LAND](#)
- [BUSINESS PERSONAL PROPERTY](#)
- [MANUFACTURED HOMES](#)
- [DEEDS SPLITS MAPS](#)
- [CONTACT US](#)

Parcel Detail

VALUATION IN PROGRESS

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- [MapGuide](#)
- [MapGuide Disclaimer](#)

Page Navigation
Property Address
Taxpayer Information
Property Description
Valuation Data
Property Information
Valuation Area
Sales Information
Recording Information

Book-Map-Parcel:

Oblique Image

Tax Year:

Tax Area: 0100

Property Address:

Taxpayer Information: HOCH TROY M & JENNIFER L CP/RS 13105 E PLACITA LAS AVENAS TUCSON AZ 85749- 9211	Property Description: PTN S459.35' E321.37' W593.77' SW4 NE4 INCL BNTH RD EASMNT 3.18 AC SEC 35-13-15 <p style="color: green; font-size: 1.2em; margin-top: 10px;">Unimproved Parcel</p>
--	--

Valuation Data:

	2014				2015			
	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE
LAND FCV	Vacant/Ag/Golf (2)	\$225,000	16.0	\$36,000	Vacant/Ag/Golf (2)	\$225,000	16.0	\$36,000
IMPR FCV		\$0				\$0		
TOTAL FCV	Vacant/Ag/Golf (2)	\$225,000	16.0	\$36,000	Vacant/Ag/Golf (2)	\$225,000	16.0	\$36,000
LIMITED VALUE	Vacant/Ag/Golf (2)	\$225,000	16.0	\$36,000	Vacant/Ag/Golf (2)	\$225,000	16.0	\$36,000

Property Information:

Section:	35
Town:	13.0
Range:	15.0E
Map & Plat:	/
Block:	
Tract:	
Rule B District:	5
Land Measure:	3.18A
Group Code:	
Census Tract:	4024
Use Code:	0012 (VACANT RESIDENTIAL URBAN NON-SUBDIVIDED)
File Id:	1
Date of Last Change:	3/1/2007

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Valuation Area:

Condo Market:	13
DOR Market:	5
MFR Neighborhood:	Undefined
SFR Neighborhood:	01003301
SFR District:	7

Sales Information:

Affidavit Case No.	Parcel Count	Sale Date	Property Type	Sale	Time Adjusted Sale	Cash
20031681828	2	07/2003	Single Family	344125	344125	N

DEED: Warranty Deed

Recording Information:

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20050060978	12465	2127	2005-01-10	
20031681828	12125	11748	2003-08-29	
92123155	9361	1675	1992-08-24	
0	3315	474	1968-08-23	
0	3315	515	1968-08-23	

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TAB 8

November 22, 2010

John and Carmen Bush
2750 N. Bonanza Avenue
Tucson, Arizona 85749

Dear Dr. and Mrs. Bush,

My wife, Jen, and I are your neighbors directly to the north of you on Cactus Flower Road. Although, we have seen one another from time-to-time at the mailbox or walking through the neighborhood, we have not formally been introduced.

We are sending you this letter to discuss the purchase and/or sale of a portion of real estate that we share on our common north/south boundary.

As you may know, we purchased our home and an additional lot from the Choates back in 2003. Since that time, we have spent a good deal of time working with Pima County and surveyors in an effort to clean up various easement and other matters that we learned about in our process to sell or develop the additional lot that we purchased from the Choates.

Upon our review of all of the previous real estate records, our discussions with Pima County and after completing a survey, it turns out that the extra lot that we plan on selling or developing is 3.18 acres - slightly less than the 3.30 acres Pima County typically requires to have a conforming SR lot.

Pima County suggested that we discuss with you the possibility of purchasing an 18' strip along our common 600' north/south boundary in order to avoid any sort of a variance in the building permit process. As it turns out, the parking area on our property created by the Choates is within this 18' strip already, so if we were to come to terms on acquiring this 18' strip, it would clear up that issue as well. We have surveyed the 18' so you could get an idea of the "strip" of land we are talking about.

In any event, perhaps we could set up a time to walk through the area in question and discuss any of your concerns. Please feel free to contact us at 904.5190 or 404.4044 at your convenience.

We look forward to hearing from you.

Best Wishes,



Troy and Jen Hoch

TAB 9

PIMA COUNTY

2013 PROPERTY TAX STATEMENT

ARIZONA



STATE CODE #	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	IRRIGATION DISTRICT \$ PER ACRE
BOOK MAP PARCEL 114 55 011A 7	0100	11.4590	3.0994	

ASSESSMENT

	VALUE IN DOLLARS	ASSESSMENT RATIO	ASSESSED VALUE IN DOLLARS	EXEMPTIONS	NET ASSESSED VALUE
LIMITED	225,000.00	16.0	36,000.00	0.00	36,000.00
FULL CASH	225,000.00	16.0	36,000.00	0.00	36,000.00
PERSONAL PROPERTY	0.00		0.00	0.00	0.00

2013 TAX SUMMARY

		JURISDICTION	2013 TAXES	2012 TAXES	DIFFERENCE
PRIMARY PROPERTY TAX	4,125.25	PIMA COUNTY PRIMARY	1,319.94	1,230.41	89.53
LESS STATE AID TO EDUCATION	0.00	SCHOOL EQUALIZATION	184.43	169.81	14.62
NET PRIMARY PROPERTY TAX	4,125.25	TUCSON SCHOOL DISTRICT 1 PRIMARY	2,162.02	2,188.94	-26.92
SECONDARY PROPERTY TAX	1,115.77	PIMA COUNTY COMMUNITY COLLEGE DISTRICT PRIMARY	458.86	413.42	45.44
CAGR D MEMBER DUES	0.00	PIMA COUNTY BONDS SECONDARY	280.80	280.80	0.00
TOTAL TAX DUE FOR 2013	5,241.02	TUCSON SCHOOL DISTRICT 1 SECONDARY	513.46	445.79	67.67
		JOINT TECHNICAL EDUCATION DISTRICT	18.00	18.00	0.00
		PIMA COUNTY COMMUNITY COLLEGE DISTRICT SECONDARY	6.73	9.25	-2.52
		CENTRAL AZ WATER CONS DIST SECONDARY	50.40	36.00	14.40
		PIMA COUNTY FLOOD DISTRICT SECONDARY	94.86	94.86	0.00
		PIMA COUNTY LIBRARY DISTRICT SECNDRY	135.11	124.56	10.55
		FIRE DISTRICT ASSISTANCE	16.41	16.08	0.33

No Location Data Available
PTN S459.35' E321.37' W593.77' SW4
NE4 INCL BNTH
RD EASMNT 3.18 AC SEC 35-13-15

TOTALS

5,241.02 5,027.92 213.10

PAYMENT INSTRUCTIONS

First installment of \$ 2,620.51 due and postmarked no later than November 1, 2013.

Second installment of \$ 2,620.51 due and postmarked no later than May 1, 2014.

Any total property tax of \$100 or less must be paid by November 1, 2013.

The minimum acceptable payment is \$10 or 10% of the payment due, whichever is greater.

Penalty for late payment is 16% per year prorated monthly as of the first day of the month for payments postmarked after their installment due date.

Payment is US funds only.

HOCH TROY M
& JENNIFER L
CP/RS
13105 E
PLACITA LAS
AVENAS
TUCSON AZ
85749-9211

THERE WILL BE
A \$25 CHARGE
FOR EACH
RETURNED
CHECK AND
YOUR TAXES
WILL REVERT
TO UNPAID
STATUS.

MAILING INSTRUCTIONS

Please make your check payable to:

Beth Ford, Pima County Treasurer

P O Box 29011
Phoenix AZ 85038



PLEASE INCLUDE YOUR STATE
CODE ON YOUR CHECK.

Book-Map-Parcel: 114-55-011A
17 Records

1 of 17

Tax Year: Closed 2013

Taxpayer Information:
HOCH TROY M & JENNIFER L
CP/RS
2820 N CACTUS FLOWER RD
TUCSON AZ

85749 0000

Property:
Tax Area: 0100
Legal PTN S459.35' E321.37' W593.77' SW4 NE4
Description: INCL BNTH
Market Area: TANQUE VERDE NORTH
Recording: Docket: 12465 Page: 2127 Date: 01/10/2005
Section: 35 * T 13.0 S, R 15.0 E
Land Measure: 3.18
Census Tract: 4024
Use Code: 0012
File Id: 1

Secondary Valuation

	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE
LAND FCV	2	\$225,000	16.0	\$36,000
IMPR FCV	0	\$0	0.0	\$0
FCV	2	\$225,000	16.0	\$36,000
TOTAL		\$225,000		\$36,000

Primary Valuation

	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE
LIMITED VALUE	2	\$225,000	16.0	\$36,000
TOTAL		\$225,000		\$36,000

2 of 17

Tax Year: Notice 2013

Taxpayer Information:
HOCH TROY M & JENNIFER L
CP/RS
2820 N CACTUS FLOWER RD
TUCSON AZ

85749 0000

Property:
Tax Area: 0100
Legal PTN S459.35' E321.37' W593.77' SW4 NE4
Description: INCL BNTH
Market Area: TANQUE VERDE NORTH
Recording: Docket: Page: Date:
Section: 35 * T 13.0 S, R 15.0 E
Land Measure: 3.18
Census Tract: 4024
Use Code: 0012
File Id: 1

Secondary Valuation

	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE
LAND FCV	2	\$225,000	16.0	\$36,000
IMPR FCV	0	\$0	0.0	\$0
FCV	2	\$225,000	16.0	\$36,000
TOTAL		\$225,000		\$36,000

Primary Valuation

	LEGAL CLASS	VALUE	ASMT RATIO	ASSESSED VALUE
LIMITED VALUE	2	\$225,000	16.0	\$36,000
TOTAL		\$225,000		\$36,000

3 of 17

Tax Year: Closed 2012

Taxpayer Information:
HOCH TROY M & JENNIFER L
CP/RS
2820 N CACTUS FLOWER RD
TUCSON AZ

85749 0000

Property:
Tax Area: 0100
Legal PTN S459.35' E321.37' W593.77' SW4 NE4
Description: INCL BNTH
Market Area: TANQUE VERDE NORTH
Recording: Docket: 12465 Page: 2127 Date: 01/10/2005
Section: 35 * T 13.0 S, R 15.0 E
Land Measure: 3.18
Census Tract: 4024
Use Code: 0012