

AGENDA

City of Sedona Board of Adjustment Hearing Officer

10:00 AM

Wednesday, April 3, 2024

NOTICE:

Pursuant to A.R.S. 38-431.02 notice is hereby given to the Board of Adjustment Hearing Officer and to the general public that the Board of Adjustment Hearing Officer will hold a public hearing open to the public on Wednesday, April 3, 2024, at 10:00 am in the Council Chambers.

NOTES:

- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least 24 hours in advance.
- Board of Adjustment Hearing Officer Meeting Agenda and Packets are available on the City's website at: www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the Board of Adjustment Hearing Officer on a particular subject scheduled on the agenda.
- Please note that this is not a question/answer session.

PROCEDURES:

- It is strongly encouraged that public input on agenda items be submitted by sending an email to cmeyer@sedonaaz.gov in advance of the 10:00 a.m. Call to Order
- Fill out a "Comment Card" and deliver it to the Recording Secretary.
- When recognized, use the podium/microphone.
- State your Name and City of Residence.
- Limit comments to 3 MINUTES.
- Submit written comments to the Recording Secretary.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. CONSIDERATION OF THE FOLLOWING ITEM THROUGH PUBLIC HEARING PROCEDURES:

- a. Public Hearing/discussion /possible action regarding a request for a Variance from LDC Section 2.4.B to reduce the exterior side setback from 15' to 2.09' (12.91' reduction or 86%) and LDC Section 5.4.E(3) to reduce the required driveway depth from 20' to 2.09' (17.91' reduction or 89.5%).

The subject property, located at 24 Sedona View Drive, is ± 0.44 acres, is zoned RS-18 (Single Family Residential) and is further identified as Assessor's Parcel Number 401-42-015.

Owner/Applicant: James Taylor

Authorized Representative: Sefton Engineering (David Nicolella)

Case Number: VAR24-00001

3. ADJOURNMENT

Physical Posting: March 28, 2024 By: DJ

Board of Adjustment Hearing Officer Meeting Agenda and Packets are available on the City's website at: www.SedonaAZ.gov or in the Community Development Office, 102 Roadrunner Drive approximately one week in advance of the meeting.

Note that members of the City Council and other City Commissions and Committees may attend the Board of Adjustment Hearing Officer meeting. While this is not an official City Council or Planning and Zoning Commission meeting, because of the potential that four or more Council members or Commission members may be present at one time, public notice is therefore given for this meeting and/or event.



Public Hearing Date:	April 3, 2024		
Hearing Body:	Hearing Officer (Board of Adjustment)		
Action Requested:	Discussion/public hearing/possible action regarding a request for approval of two separate Variances from Sedona Land Development Code (LDC) listed as follows. • Section 2.4.B (RS-18 Lot and Building Standards): RS-18, 15-foot side setback abutting a street. • Section 5.4.E(3)c (Driveway size requirements): Driveway shall be no less than 20 feet in length from the garage to property line.		
Location:	24 Sedona View Drive		
Assessor's Parcel Number:	401-42-015		
Property Owner/Applicant:	James Taylor		
Authorized Representative:	Sefton Engineering (David Nicolella)		
Site Size:	± 0.44 acres		
Zoning:	RS-18 (Single-Family Residential)		
Current Land Use:	Single-Family Residence		
	<u>Area zoning</u>	<u>Area land uses</u>	
East, North, South, West:	RS-18	Single-Family Residential	
Report Prepared By:	Cari Meyer, Planning Manager		

Exhibits:

1. Variance Request Packet.....	11
2. Vicinity and Aerial Maps	46
3. Land Development Code, Applicable Sections	49
• LDC Section 2.4 (RS-18: Single-Family Residential)	
• LDC Section 5.4.E (Driveways and Access)	
• LDC Section 8.8.A: Variance	

Staff Report

VAR24-00001 (24 Sedona View Drive)

Variance Requests: Setbacks, Driveway



City Of Sedona Community

Development Department

102 Roadrunner Drive Sedona, AZ 86336

(928) 282-1154 • www.sedonaaz.gov/cd

PROJECT SUMMARY

The property owner (applicant) is requesting approval of two variances related to the required side setback abutting a street and minimum driveway length.

PURPOSE OF A VARIANCE

The Sedona Land Development Code (LDC) contains standards for development of property throughout the City. However, the LDC also acknowledges that there may be instances where the Board of Adjustment may grant a Variance, authorizing a use of the land that would not be allowed by the strict interpretation of the LDC. The Variance process, standards, and findings are contained in [Section 8.8.A \(Variance\)](#) of the LDC (Exhibit 3). As stated in this section, the following is the purpose of a variance:

The variance procedure is intended to provide limited relief from the requirements of this Code where strict application of the Code would result in exceptional practical difficulty or undue hardship preventing the use of the land as otherwise allowed by the Code. The variance procedure is not intended to allow a use in a zoning district where it is not currently permitted, or to alleviate inconveniences or financial burdens imposed on landowners. -LDC 8.8.A(1)

BACKGROUND

The property is in Coconino County within the Red Rock Heights Subdivision. The property is zoned RS-18 (minimum lot size of 18,000 square feet) and has an area of approximately 0.44 acres (±19,000 square feet). There is an existing 3,830 square foot single-family residence on the south side of the property.

In May 2022, the applicant applied for a residential remodel permit to convert the existing 440 square foot garage into habitable space (Permit B-05717) and to construct a new detached garage (Permit B-05718). [LDC Section 5.5.D, Table 5.2](#) (Required Off-Street Parking Spaces) requires a garage for houses in this zoning district, so, if a garage is converted into habitable space, it must be replaced.

After multiple rounds of corrections for both the garage conversion and the new garage, both permits were issued in April 2023. Permit B-05717 for the garage conversion was issued with the condition that the detached garage (B-05718) must be completed and finalized first. However, the applicant then canceled the permit for the detached garage and submitted a new permit for a detached garage in May 2023 (Permit B-06442). This permit was issued in August of 2023, showing a setback of 20 feet from the exterior side property line to the front of the garage.

During the review for the detached garage, compliance with all LDC requirements was reviewed for, including the following:

- [Section 2.4.B \(RS-18 Lot and Building Standards\)](#): RS-18, 15-foot side setback abutting a street.
- [Section 5.4.E\(3\)c \(Driveway size requirements\)](#): Driveway shall be no less than 20 feet in length from the garage to property line.

The letter submitted requesting the variance states that, during the construction process, the contractor found hidden drainage infrastructure. When this was found, the contractor made the decision to build the garage in a different location than shown on the approved plans without getting a revision reviewed or

approved. The chosen location would not have been approved if a revision had been submitted, as it is within the exterior side setback and does not maintain a minimum driveway length of 20 feet.

When the City's building inspector conducted inspections, the setback inspection was done based on where the contractor represented the property line to be, which was closer to the street than the actual property line.

When construction was complete, a final zoning inspection was requested. During the inspection, the location of the structure was questioned based on inconsistencies between what the approved plans showed and where the garage was located, and an updated site plan showing the built location of the garage was requested. The applicant submitted a survey showing the garage with a setback of 2.09 – 2.45 feet from the property line.

As the garage was not built in accordance with the approved plans and the built location of the garage cannot be approved based on LDC requirements, the permit for the garage cannot be finalized, and the permit for the house cannot be finalized, as the house permit requires the garage permit to be completed first.

The applicant is now requesting a variance to allow the garage to remain in the location it was constructed rather than having to rebuild the garage in the approved location.

SITE CHARACTERISTICS (EXISTING)

- The property is zoned RS-18 (Single-Family Residential)
 - Minimum lot size: 18,000 square feet
 - The property is approximately 0.44 acres ($\pm$ 19,000 sq. ft.)
 - Minimum lot width: 100 feet
 - The property is 102 feet wide at the narrowest point (north property line) and approximately 115 feet wide at the location of the garage.
 - Required setbacks for garage:
 - Required front, rear, and interior side setbacks: Detached garage exceeds minimum setbacks
 - Required exterior side setback: 15 feet; Approved at 20 feet; Actual: 2.09-2.45 feet
 - While the exterior side setback is a minimum of 15 feet, a driveway is required to be a minimum of 20 feet in depth (reflected in approved plans).

PROXIMITY CHARACTERISTICS

- The property is Lot 14 of the Red Rock Heights Subdivision. The Final Plat was recorded in December of 1970, before the City of Sedona was incorporated. Staff is unaware of a Homeowners Association for this subdivision.
- There are twenty-two properties in the Red Rock Heights Subdivision and only one (lot 22) is vacant.
- To the north is the Red Rock Creek Subdivision.
- The east and south of the subdivision is the Coconino National Forest.
- To the west is State Route 179 commercial area.

The following figures depict the property, approved plans, and built conditions.



Figure 1: Aerial view of property before garage addition

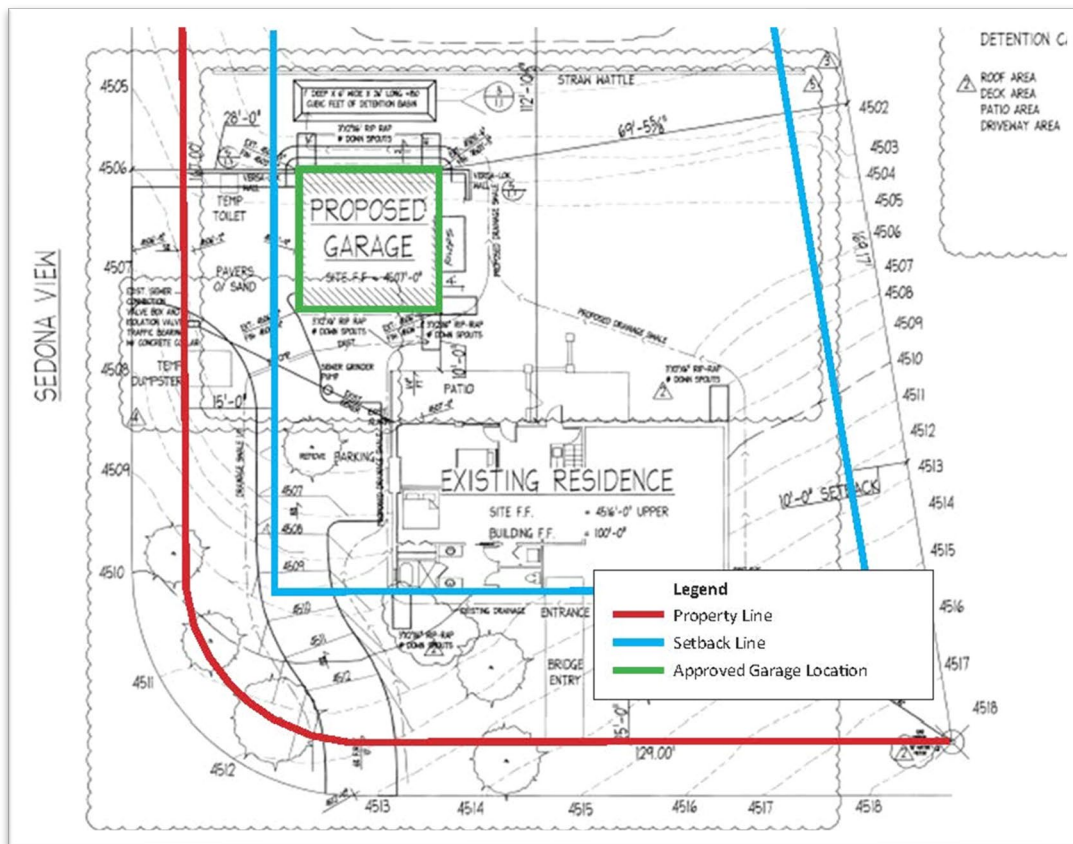


Figure 2: Plans Approved by City of Sedona

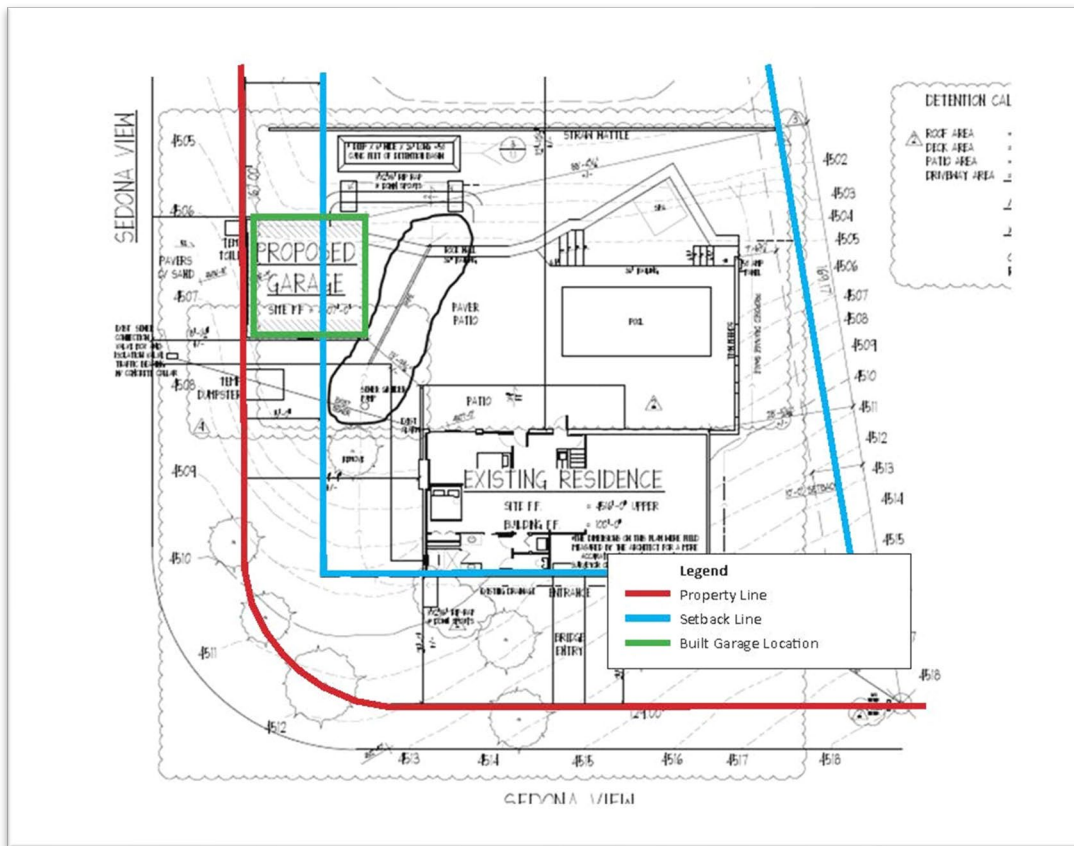


Figure 3: Plans as Built by Contractor

ANALYSIS

Applicant's Letter

The applicant's letter of intent and supporting documentation are included in Exhibit 1. These documents state that the garage was constructed in a different location than the approved construction plans due to hidden drainage infrastructure that was uncovered during the construction process. The discovery of the drainage lead to the decision to relocate the garage. The applicant is proposing to construct two additional parking spaces on the south side of the newly constructed garage to ensure there will be enough parking on the property.

Staff Comment

The approved plans show drainage infrastructure around the approved garage location. If, during construction, site conditions are found to be different than shown on the approved plans, it is the responsibility of the applicant and/or their representatives (property owner, contractor, etc.) to recognize the difference, stop construction, and work with the City to find a compliant solution. In this case, the contractor chose to change the location of the structure without making any changes to the approved plans. When the City's Building Inspector came to the property, the contractor misrepresented the location of the property line. The applicant is now requesting that a variance be approved so they do not have to rebuild the detached garage.

The Land Development Code requires single-family houses in the RS-18 district to provide a 2-car, 400 square foot garage (LDC Section 5.5.D). In addition to the requirement for a 2-car garage, LDC Section 5.4.E(3)c states that driveways shall be no less than 20 feet in length from the face of the garage to the property line.

Prior to the renovations, the house met this requirement. When the property owner decided to convert the previously existing garage, they were required to construct a new garage. In working with the City over the course of nearly a year to get the plans approved, multiple options were presented, including construction of a new attached garage to the west of the house, a new detached garage on the east side of the property, and a new detached garage on the west side of the property (which was ultimately approved).

Options Presented

When the as-built plans showed that the garage had not been constructed as approved (and the new location could not be approved based on LDC requirements), the applicant was presented with the following options:

1. Rebuild garage in compliance with approved plans.
2. Seek a Variance to allow the garage to remain as constructed.

For the Variance option, the applicant was advised that approval is not guaranteed, that they must meet the specific findings of the LDC for a variance (and their decision to not build in compliance with the approved plans would likely be considered a self-imposed hardship), and a public hearing with public notifications would be required. After considering the options, the applicant chose to pursue a variance, believing they could demonstrate that their case meets the required findings.

Variances Requested

The applicant has requested variances to allow for the construction of the garage to remain and diverting from the following LDC requirements:

- [LDC Section 2.4.B](#): The side setback is not 15 feet from the exterior property line
- [LDC Section 5.4.E\(3\)c](#): The driveway is not 20 feet in length

A variance may be considered to mitigate practical difficulty or undue hardship preventing the use of the property as otherwise allowed by the Code. The applicant is requesting the variances because of hidden drainage infrastructure that was found during the construction and because rebuilding the garage in the approved location would create a hardship.

Setback and Driveway Requirements

The code requires a minimum setback of 15 feet along this property line and a minimum driveway length of 20 feet, both of which were shown on the approved plans.

Drainage

The approved plans included a drainage design that was approved by the City's Public Works Department.

FINDINGS

[LDC Section 8.8.A](#), Variance, of Article 8 (Administration and Procedures) of the LDC establishes specific findings that must be made for a Variance request to be approved. The full text of this section can be reviewed in by clicking the link above or in Exhibit 3. The required findings are listed below.

LDC Section 8.8.A(4): Variance Findings. The Board of Adjustment may approve a variance upon making all the following findings:

- A. *The variance requested does not constitute a special privilege inconsistent with limitations on other properties classified in the same zoning district.*

Applicant Response: This residential lot is located in the City of Sedona's RS-18 zoning district, and this zoning district allows for the construction of a two-car garage and driveway. The Applicant, in good faith, applied for a two-car garage building permit, received approval, began construction, completed the inspections, and received a finalized approval. Now the two-car garage is completely constructed, the garage looks great, it is painted to match the house, there are elegant pavers that extend from the garage door to the street pavement. The paver color was approved by the City of Sedona and the garage looks completely normal and fits right in with the surroundings (Attachment 7. See Photo). Nothing looks abnormal or out of place and the Applicant now has a completed two-car garage like others in the neighborhood and does not constitute a special privilege.

Staff Response: Prior to the renovation, the site met garage and driveway requirements. Based on the property owner's desire to convert the garage into habitable space, a new garage was required. The property owner and their representatives worked through the permit process for nearly a year to get to the point where the City approved the plans for the renovation and new garage.

During the construction process, the contractor decided to not build according to the approved plans without submitting a permit revision for review or approval. The permit process is intended to address these types of issues prior to construction and ensure that, when site improvements are constructed as shown on the plans, code requirements will be met.

As all properties that obtain permits are expected to build according to the approved plans, allowing site improvements to remain even though they were done in violation of the approved plans could be seen as a special privilege inconsistent with limitations on other properties.

- B. *The strict application of the Code standards for which a variance is sought would produce undue hardship not related to purposes of convenience or financial burden.*

Applicant Response: If a variance is not granted, the Applicant would have to completely dismantle the garage and build another one. Preventing the granting of a variance would cause the applicant to have to complete a second building permit process which other citizens of Sedona do not have to do. Once a citizen applies for a building permit, receives approval, begins construction, complies with inspections, and receives a finalized approval, the process is finished. If a variance is not granted the applicant would not have that right. Also, this variance request would not constitute a special privilege inconsistent with limitations on other properties.

Staff Response: Due to the inconsistencies between the approved plans and what was constructed, this permit has not been finalized. The expectation of permits issued by the City is that the work done will comply with the approved plans. The applicant has not provided any reasons why the garage could not be rebuilt in the approved location other than it would be expensive to do so.

C. The applicant did not create the hardship by their own actions.

Applicant Response: The applicant has built a garage and driveway in accordance with the City of Sedona building permit process and procedures, and did not create the hardship by his own actions. Now the garage is completely constructed and fits right in with the surroundings.

Staff Response: As the construction of the garage does not comply with the approved plans, the garage was not done in accordance with the approved building permit. The contractor hired by the applicant made the decision to move the garage location without submitting a revision to the application and misrepresented the location of the property line when the City's Building Inspector was on site. By not following the proper procedures, the applicant and their representatives (contractor) created the situation where the garage was constructed in the wrong location.

D. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought.

Applicant Response: Because the Applicant's property is located at the end of a cul-du-sac, the variance requested does not harm the public and does not weaken the intent or objectives of the City of Sedona's codes, goals, and policies. Typically, the only cars that will drive past the garage are for the two homes at the end of the cul-du-sac. In addition, two of the neighboring property owners who drive pasted the garage to get to their homes provided letters of support. In these letters of support, they state that the garage location does not affect their views or enjoyment of their property, that the garage addition and overall property renovation has improved the look of the neighborhood (See Attachment 8. Letters of Support).

Staff Response: Setback requirements are included in all zoning districts to ensure consistent placement of buildings. Constructing a building within setbacks without proper approvals goes against the intent of the code.

The requirement for a 20 foot driveway ensures that cars parked on the driveway or waiting for the garage door to open are able to do so completely contained within the property boundaries and do not impact public rights-of-way. In some cases, such as where there is an abnormally wide right-of-way, the City Engineer may authorize the use of the ROW to meet this requirement. This has not been done in this situation and, even when measured to the pavement of the road, the driveway is less than 20 feet. Constructing a driveway with a shorter length goes against the intent of the code regarding driveways.

The variance request was noticed in the Red Rock News, in a mailing to all property owners within 300 feet, and with a posting on the property. No responses have been received from neighbors and the applicant submitted letters of support as part of their application.

E. The variance request will not violate building or fire code requirements or create a safety hazard.

Applicant Response: Because the Applicant applied for a two-car garage building permit, received approval, began construction, completed the inspections, and received a finalized approval, the two-car garage complies with all building and fire code requirements and does not create a safety hazard.

Staff Response: While the permit has not been finalized, to the best of Staff's knowledge, the structure meets building and fire code requirements.

F. The requested variance is the minimum relief necessary from the subject standards of the Code.

Applicant Response: The Applicant is requesting the minimum relief necessary from the subject standards of the code. If these reliefs are granted the applicant will not have to completely dismantle this professionally constructed and approved garage.

Staff Response: The applicant is requesting the variances needed to allow the garage to remain in its current location.

G. The variance is warranted for one or more of the following reasons:

- i. The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same zoning district.*
- ii. The variance furthers the goals of the Sedona Community Plan and/or other adopted plans.*
- iii. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zoning district.*
- iv. The variance is of a technical nature and is required to protect a sensitive resource, natural feature, or community asset.*

Applicant Response: The Applicant did not provide a response to this finding.

Staff Response: G.i: Properties are expected to develop in accordance with their approved permits. Approving this variance would allow the property to retain a structure that was built in violation of the approved permit, which is not permitted in any zoning district.

G.ii: There are no goals of the Community Plan or other adopted plans that are furthered by this variance request.

G.iii: Staff has not identified an exceptional property shape, topography, building configuration, or other site condition that contributes to the need for the requested variance.

G.iv: No sensitive resources, natural features, or community assets have been identified that contribute to the need for the requested variance.

SUMMARY

It is the role of the Board of Adjustment Hearing Officer to review the application, the staff report and exhibits and make findings regarding compliance or non-compliance with the adopted criteria to determine if a variance may be granted.

In summary, Building Permit plans were approved that showed a compliant detached garage. The detached garage was not built in the approved location, and, without approval of the variance, would need to be removed and rebuilt in the approved location. The applicant has requested the variances as outlined to allow for the garage to remain in its constructed location.

If approved, staff would recommend the following conditions:

1. Two additional parking spaces shall be constructed on the lot to ensure adequate off-street parking.
2. Vehicles shall not be permitted to park on the driveway between the garage and the street.
3. The applicant shall submit revised plans in accordance with the approved variance and make any necessary corrections to obtain an approved revised site plan. The applicant shall pass all final inspections for the detached garage. Permit shall be finalized within 3 months of approval of the variance.

Exhibit 1: Variance Request Packet

Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects



City Of Sedona

Community Development Department

102 Roadrunner Drive Sedona, AZ 86336

(928) 282-1154 • www.sedonaaz.gov/cd

Application for (check all that apply):

☐ Conceptual Review

☐ Comprehensive Review

☐ Appeal

☐ Time Extension

☐ Community Plan Amendment

☐ Development Review

☐ Subdivision

☐ Minor Modification

☐ Zone Change

☐ Conditional Use Permit

☒ Variance

Project Information	Project Name	Variance for the Taylor Redidence		
	Project Address	24 Sedona View Drive	Parcel No. (APN)	401-42-015
	Primary Contact	James Taylor	Primary Phone	
	Email	Jimtgia@gmail.com	Alt. Phone	
	Address	1024 Maple Ave	City/State/ZIP	Evanston/IL/60202
Office Use Only	Application No		Date Received	
	Received by		Fee Paid	

Project Description	Sefton Engineering Consultants represents James Taylor regarding the Applicant's application for a variance of the Land Development Code of the City of Sedona (LDC). *To allow a garage to encroach into the 15-foot side yard setback *To allow a driveway to be shorter than 20-feet
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Additional Contact Information: Please complete the following for all companies/people authorized to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company	Sefton Engineering Consultants	Contact Name	David Nicolella
	Project Role	Applicant	Primary Phone	928-202-3999
	Email	dn@sefengco.com	Alt. Phone	
	Address	40 Stutz Bearcat	City/State/ZIP	Sedona/AZ/86336
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	



Variance Application Submittal Requirements

Prior to an application being filed, the applicant shall meet with City staff for a pre-application meeting to discuss the issue, application, and variance procedures.

Notice to Applicant

The power to grant variances does not extend to Use Regulations ([LDC Section 8.8.A\(1\)](#)). Variances granted shall apply only to the plans and drawings submitted as part of the application.

Required at time of submittal:

☒ **Application Form**

☒ **Letter of Intent**

- a. A written letter by the applicant describing the precise nature of the variance requested and the practical difficulty or physical hardship that exists or would be created, that are inconsistent with the objectives of the zoning regulations. The applicant should review [Land Development Code Section 8.8.A\(4\) \(Variance Findings\)](#), and consider the criteria that will be used by the Board of Adjustment during the hearing.

☒ **Project Plans, Including the following:**

- a. Site Plan, which shall be an accurate scaled drawing that is a representation of the property and the improvements and structures that exist on the property, and what is being proposed. Property lines, locations of streets, rights-of-way, and easements must be shown. Any other improvements such as pedestrian pathways and landscaping that are affected must be shown. Any adjacent properties that might be affected should also be shown.
- b. Sketches, photographs or other depictions of the site and any proposed structures should be provided.
- c. Floor plans, if deemed necessary by staff.
- d. Sign plans, if deemed necessary by staff.
- e. Any other plans deemed necessary by staff.

☒ **Legal description of the property.**

☒ **Letter of Authorization from the current property owner to allow the applicant to file on behalf of the property owner, if applicable.**

☒ **Title Report or A.L.T.A. Survey showing all easements on the subject property, if deemed necessary by staff.**

☒ **Filing fee**

- a. Single Family Residential: \$850
- b. All other land uses: \$2,500

Note: The Director of Community Development may require additional information or plans, if necessary, to enable a determination as to whether the circumstances prescribed for the granting of a variance exist. The Director may authorize omission of any of the plans or items required above if they are deemed not necessary.



Luke Sefton PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

Submittal Date: February 13, 2024 REVISION.

City of Sedona Community Development Department
c/o Cari Meyer; Kyle Sandidge
102 Roadrunner Drive
Sedona, Arizona 86336

Re: Project: Variance for the Taylor Residence
Address: 24 Sedona View Drive, Sedona, AZ 86336
Applicant: James R Taylor

To Whom it May Concern:

Sefton Engineering Consultants represents James Taylor regarding the Applicant's application for a variance of the Land Development Code of the City of Sedona (LDC). The Applicant owns a home located at 24 Sedona View Drive, Sedona, Arizona 86336, APN: 401-42-015. The site is also described as Lot 14 in the Red Rock Heights Subdivision, platted in 1970 (See Attachment 1. Final Plat). The Applicant has applied for a variance to allow a newly permitted and constructed garage to encroach into the 15-foot street side yard setback, and to allow a driveway shorter than the 20-foot minimum length.



Requested Variance

First, the Applicant is requesting a variance of Code Section 2.4. RS-18: Single-Family residential, which requires the garage to be setback 15-feet from the street side property line. The Applicant is requesting a variance to allow the newly permitted and constructed garage to encroach between twelve point fifty-one feet (12.51') to twelve point nine-one feet (12.91') into the street side yard setback.

Second, the Applicant is requesting a variance of Code Section 5.4(e)(3)(c), which requires at least a twenty (20) foot long driveway between the garage and the adjacent public right of way. The Applicant is requesting a variance to allow the newly permitted and constructed garage to have between a two point zero-nine feet (2.09') and a two point four-nine feet (2.49') driveway between the garage and the public right of way. In addition, the Applicant is proposing to construct two additional parking spaces on the south side of the newly constructed garage to assure that enough parking spaces are available for the home. These variance requests are the minimum relief necessary from the subject standards of the code.

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton PE, CFM
Tim Huskett, PE, CFM
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Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

Background

The Applicant, through Building Permit B-06442, completed the entire process to construct a two-car garage. On eight (8) different occasions the City of Sedona's building inspector inspected the garage construction and signed off "Okay" on every step of the process. Then on October 25, 2023, the garage was finalized by the City's Building Department (See attachment 2. Inspection Record). The final requirement was for the City's Planning Department to review the newly constructed garage. Upon inspection, the City's Planning Department determined that the building encroached into the street side setback and that the new driveway was too short.

Additional Background

The City of Sedona approved the garage construction plans with the garage in a different location than where it was constructed (Attachment 3. See original approval). Once the garage plans were approved and construction started some hidden drainage infrastructure was uncovered. This drainage infrastructure was hidden under vegetation, covered with dirt, and consisted of a concrete inlet structure connected to a corrugated metal pipe (CMP). This CMP ran directly under where the garage was proposed (Attachment 4. See Drainage infrastructure discovered). The discovery of this drainage infrastructure lead to a decision to relocate the garage to its current location (Attachment 5. Final Location). In addition, the Applicant is proposing to construct two additional parking spaces on the south side of the newly constructed garage to assure that enough parking spaces are available for the home (Attachment 6. New Parking Spaces).

LDC Section 8.8. Flexibility and Relief

(4) Variance Findings

(1) The variance requested does not constitute a special privilege inconsistent with limitations on other properties classified in the same zoning district.

- This residential lot is located in the City of Sedona's RS-18 zoning district, and this zoning district allows for the construction of a two-car garage and driveway. The Applicant, in good faith, applied for a two-car garage building permit, received approval, began construction, completed the inspections, and received a finalized approval. Now the two-car garage is completely constructed, the garage looks great, it is painted to match the house, there are elegant pavers that extend from the garage door to the street pavement. The paver color was approved by the City of Sedona and the garage looks completely normal and fits right in with the surroundings (Attachment 7. See Photo). Nothing looks abnormal or out of place and the Applicant now has a completed two-car garage like others in the neighborhood and does not constitute a special privilege.

(2) The strict application of the code standards for which a variance is sought would produce undue hardship not related to purposes of convenience or financial burden.

- If a variance is not granted, the Applicant would have to completely dismantle the garage and build another one. Preventing the granting of a variance would cause the applicant to have to complete a second building permit process which other citizens of Sedona do not have to do.

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David Nicolella, Planner
Leonard Filner, Planner

Once a citizen applies for a building permit, receives approval, begins construction, complies with inspections, and receives a finalized approval, the process is finished. If a variance is not granted the applicant would not have that right. Also, this variance request would not constitute a special privilege inconsistent with limitations on other properties.

(3) The applicant did not create the hardship by their own actions.

- The applicant has built a garage and driveway in accordance with the City of Sedona building permit process and procedures, and did not create the hardship by his own actions. Now the garage is completely constructed and fits right in with the surroundings.

(4) The variance requested does not harm the public and does not impair the intent or purposes of this code, goals, and policies, including the specific regulation for which the variance is sought.

- Because the Applicant's property is located at the end of a cul-du-sac, the variance requested does not harm the public and does not weaken the intent or objectives of the City of Sedona's codes, goals, and policies. Typically, the only cars that will drive past the garage are for the two homes at the end of the cul-du-sac. In addition, two of the neighboring property owners who drive pasted the garage to get to their homes provided letters of support. In these letters of support they state that the garage location does not affect their views or enjoyment of their property, that the garage addition and overall property renovation has improved the look of the neighborhood (See Attachment 8. Letters of Support).

(5) The variance request will not violate building or fire code requirements or create a safety hazard.

- Because the Applicant applied for a two-car garage building permit, received approval, began construction, completed the inspections, and received a finalized approval, the two-car garage complies with all building and fire code requirements and does not create a safety hazard.

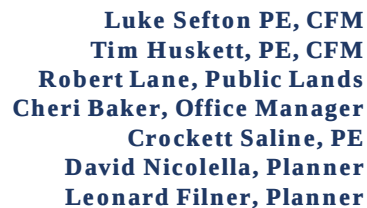
(6) The requested variance is the minimum relief necessary from the subject standards of the code.

- The Applicant is requesting the minimum relief necessary from the subject standards of the code. If these reliefs are granted the applicant will not have to completely dismantle this professionally constructed and approved garage.

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado

[illegible]

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton PE, CFM
 Tim Huskett, PE, CFM
 Robert Lane, Public Lands
 Cheri Baker, Office Manager
 Crockett Saline, PE
 David Nicolella, Planner
 Leonard Filner, Planner

GARAGE INSPECTION RECORD (Attachment 2)

INSPECTION RECORD TO BE POSTED ON THE JOBSITE AT ALL TIMES
 CUSTOMER : JAMES TAYLOR
 JOB SITE ADDRESS : 24 SEDONA VIEW DR RRH
 CONTRACTOR : CASED LLC

PERMIT # B-06442

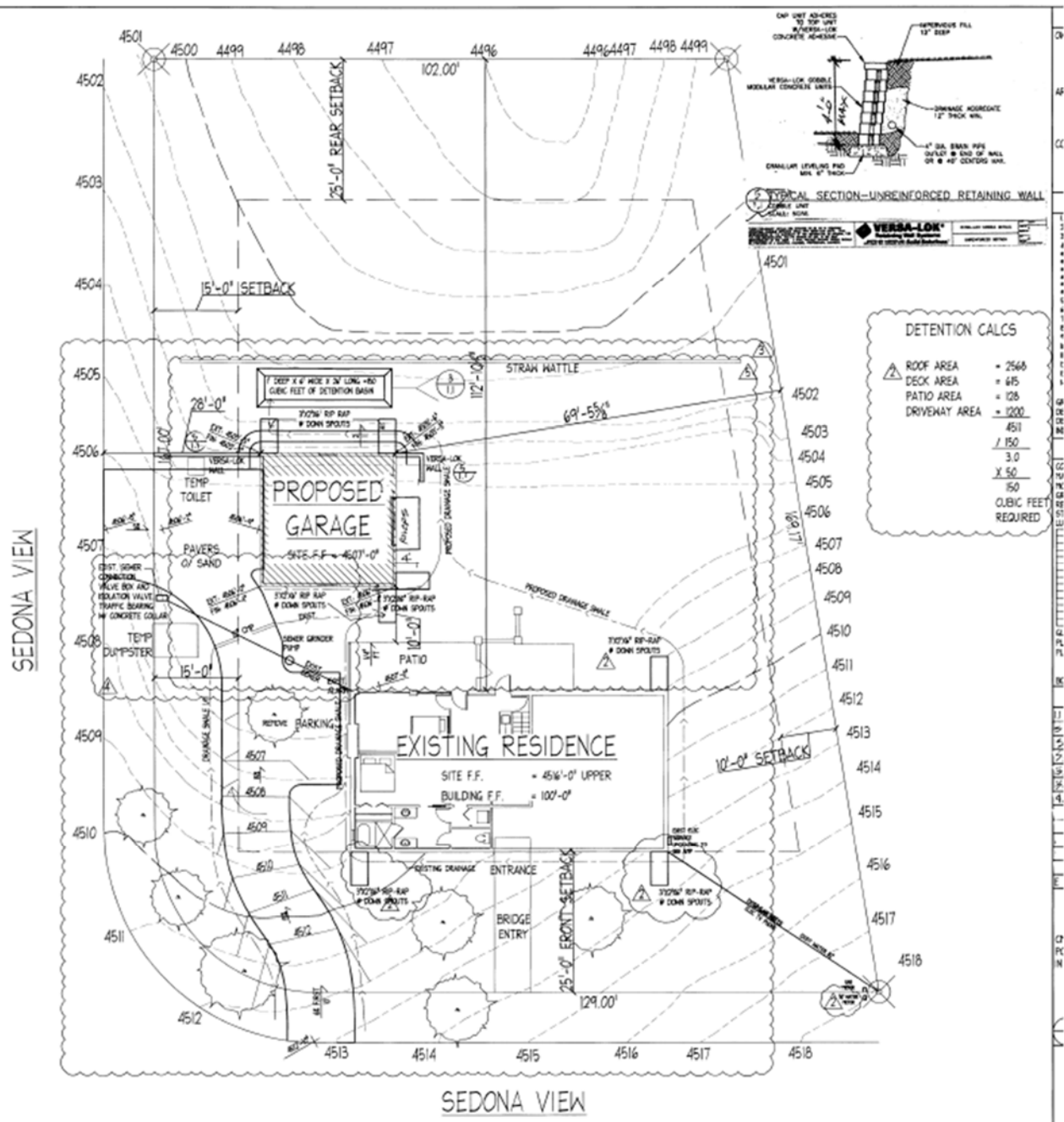
INSPECTION	DATE	REMARKS	BY
PRE-CONST SET-BACK All Survey Pins Must be Flagged			
FOUNDATIONS/FOOTINGS UPPER BY:	8-15-23	FOOTING AND UPR OK	AV
MASONRY CONCRETE STEM	8-21-23	CMU WALL AT TOP OF WALL	
1 ST LIFT			
2 ND LIFT			
3 RD LIFT			
COLUMNS			
BOND BEAMS			
UNDERSLAB PLUMBING SLAB PRE-POUR	8-21-23		AV
FRAMING			
FRAMING PARTIAL	9-28-23	FRAMING OK	AV
FLOOR FRAME			
ROOF SHEATHING	10-6-23	ROOFING OK	AV
WALL SHEATHING	9-29-23	WALL SHEATHING 6" X 16" EN F	AV
INSULATION			
WEATHER BARRIER			
EXTERIOR LATH			
PLUMBING TOP-OUT		Pressure Test	
INTERIOR GAS TEST		Pressure Test	
ELECTRICAL ROUGH-IN	10-6-23	ELEC OK	AV
ELECTRICAL CLEARANCE			
MECHANICAL ROUGH-IN			
DRYWALL FASTNERS			
SEWER CONNECTION		Pressure Test	
SEWER LINE			
BACKFLOW DEVICE			
WATER SERVICE LINE			
GAS YARD LINE		Pressure Test	
FINAL ZONING			
FINAL ENGINEERING			
FINAL BUILDING	10-25-23	PROJECT IS COMPLETE	AV
MISCELLANEOUS REMARKS			
SPEC INSP REPORT REC'D			
LETTER OF CORRECT PLACEMENT RECEIVED			

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
 Email: info@seftengco.com ~ www.SeftonEngineeringCompany.com

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ORIGINAL APPROVAL PLAN
(Attachment 3)



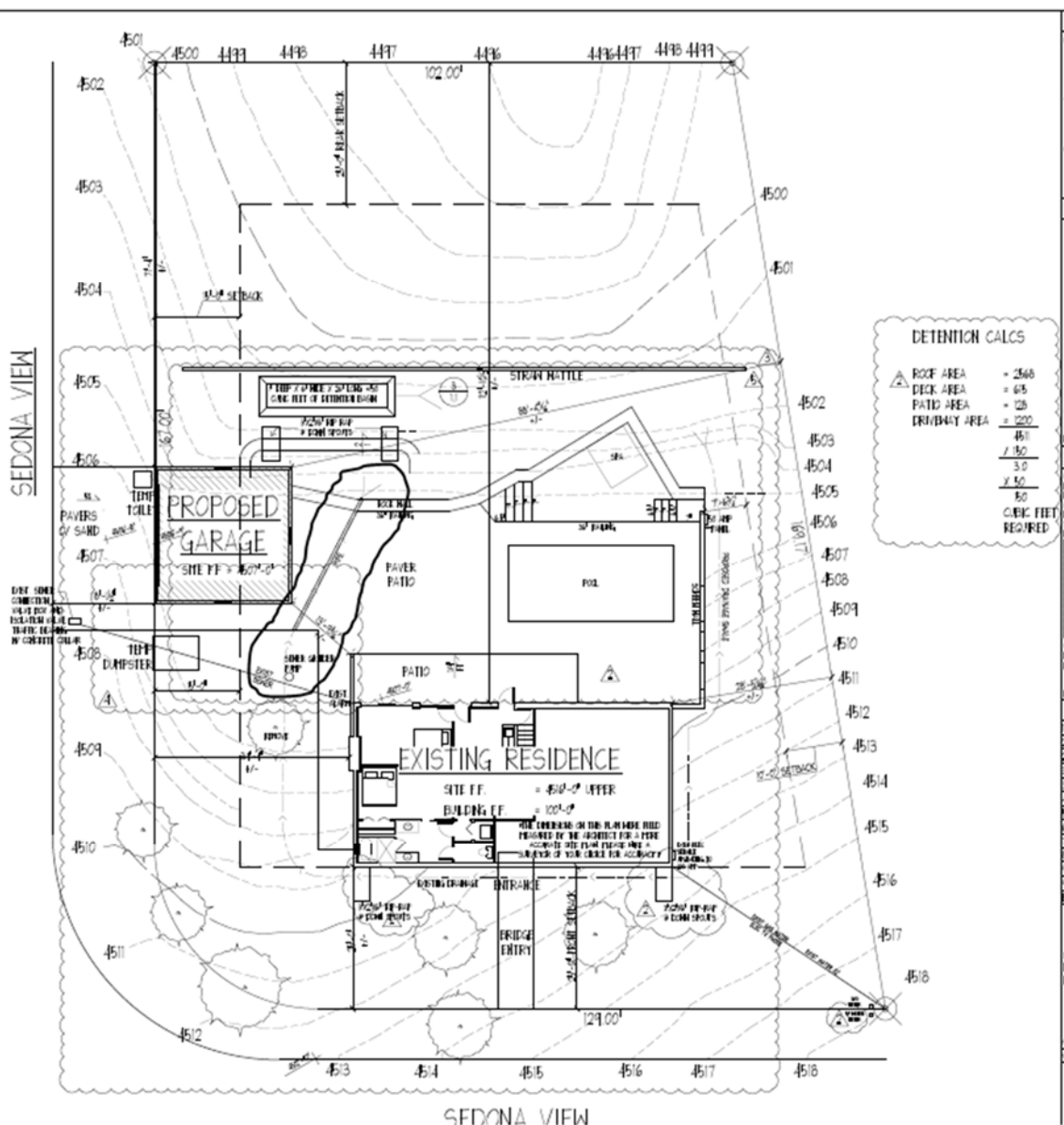
40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@seftonco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado

DRAINAGE INFRASTRUCTURE

(Attachment 4)

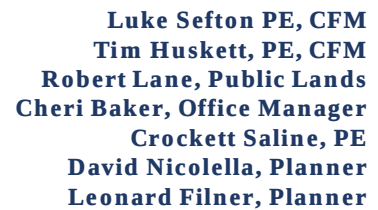


40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999

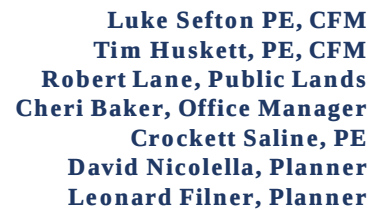
Email: info@seftonco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado

[illegible]

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

PHOTO (Attachment 7)



40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

LETTERS OF SUPPORT

(Attachment 8)

01/04/2024

To: City of Sedona

Re: Letter of Support

To Whom it May Concern at the City of Sedona,

My name is Terrie Frankel and I am a neighbor of the Taylor Family, who own the property at 24 Sedona View Dr.

It was recently brought to our attention that they are in process of requesting a hardship variance due to the location of the garage on their property.

The current location of the garage does not in any way affect the enjoyment of our view whatsoever.

In fact, we are very pleased with the renovation which the Taylors completed at 24 Sedona View Dr and feel that they are wonderful additions to our neighborhood.

If you have any questions on the matter, please feel free to contact me directly.

Sincerely,

Terrie Frankel

85 Sedona View Drive

Sedona, AZ 86336

twins@esedona.net

(928) 274-0433

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999

Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner



MERCER'S KITCHEN.COM
RESTAURANT GROUP

Mercer A. Mohr
Mercer's Kitchen.com
PO Box 138
Sedona, Arizona 86339

01/04/2024
To: City of Sedona
Re: Letter of Support

To Whom it May Concern,

My name is Mercer Mohr and I am a neighbor of the Taylor Family, who own the property at 24 Sedona View Dr.

It was recently brought to our attention that they are in the process of requesting a hardship variance due to the location of the garage on their property.

The current location of the garage does not in any way affect the enjoyment of our property, and I must say, they have improved the overall look of their property and the neighborhood.

In fact, we are very pleased with the renovation which the Taylors completed at 24 Sedona View Dr and feel that they are wonderful additions to our neighborhood.

If you have any questions on the matter, please feel free to contact me directly.

Sincerely,

Mercer A. Mohr
55 Sedona View Drive, just across the street from the Taylors

Regards,

Mercer A. Mohr
Mercer's Kitchen.com
Cell: (415) 305-3248
Mercer@mercerskitchen.com

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

We thank you for the opportunity to work with you in achieving your goals for this project. Please feel free to contact me at (928) 202-3999 with any questions or comments regarding this proposal

Sincerely,

Luke A. Sefton, P.E.
President/Principle Engineer

Project No.: 231202

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

James Taylor
1024 Maple Ave
Evanston IL 60202
Jimgia@gmail.com

Letter of Authorization

Granted by: James Taylor

Granted to: Sefton Engineering Consultants

Regarding: A Variance Application for 24 Sedona View Drive, Sedona AZ 86336. James Taylor, owner, hereby gives authorization to Sefton Engineering Consultants, to act as agent in the effort of the submittal and approval of the above referenced property

Sincerely,


James Taylor
Owner of 24 Sedona View Drive
Sedona AZ 86336

We thank you for the opportunity to work with you in achieving your goals for this project. Please feel free to contact me at (928) 202-3999 with any questions or comments regarding this proposal

Sincerely,


Luke A. Sefton, P.E.
President/Principle Engineer

Project No.: 231202

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado

at the request of Pioneer Title Agency, Inc.

When recorded mail to
James R. Taylor
1024 Maple Ave.
Evanston, IL 60202

72304757-T14

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt per ARS 11-1134 B3

DISCLAIMER DEED

WITNESSETH THIS DISCLAIMER DEED, made by
Mariah C. Taylor, Wife of James R. Taylor
hereinafter called "the undersigned" to
James R. Taylor
hereinafter called "the spouse";

WHEREAS:

1. The spouse has acquired title to the following described property situated in Coconino County, State of Arizona, to-wit:
See Exhibit A attached hereto and made a part hereof.
2. The property above described is the sole and separate property of the spouse having been purchased with separate funds of the spouse.
3. The undersigned has no present right, title, interest, claim or lien of any kind or nature whatsoever in, to or against said property. This instrument shall also constitute a waiver, by the undersigned, in favor of any mortgagee, deed of trust beneficiary or deed of trust trustee of any right to file a declaration or claim of homestead affecting the above described property.
4. This instrument is executed not for the purpose of making a gift to the spouse, but solely for the purpose of clearly showing of record that the undersigned has and claims no interest in and to said property, the undersigned expecting third persons to rely on this disclaimer.
5. It is the express intent of the grantor, being the spouse of the grantee to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property.

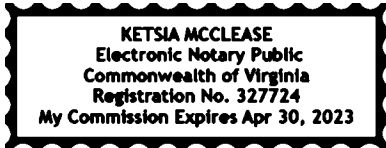
NOW, THEREFORE, in consideration of the premises, the undersigned does hereby disclaim, remise, release and quitclaim unto the spouse and to the heirs and assigns of said spouse forever, all right, title, interest, claim and demand which the undersigned might appear to have in and to the above described property.

Dated: December 17, 2021

Mariah C. Taylor
Mariah C. Taylor

State of Virginia }
 } ss.
County of Norfolk }

The foregoing instrument was acknowledged before me this 11 day of January, 2022, by
Mariah C. Taylor



Ketsia McCleave
NOTARY PUBLIC
My commission expires: 04/30/2023

This notarial act was performed online by way of
two-way audio/video communication technology.

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Disclaimer Deed

Date of Document: December 17, 2021 / Consisting of 3 pages

Parties to Document:

James R. Taylor

Mariah C. Taylor

Exhibit A

Lot 14, RED ROCK HEIGHTS Subdivision, as shown on the plat thereof, recorded in Case 2, Map 263, records of Coconino County, Arizona.

Unofficial Copy



ALTA Commitment for Title Insurance

Issued by Old Republic National 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, **Old Republic National Title Insurance Company**, a Florida 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 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

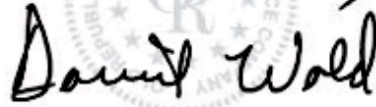
Issued through the Office of:

Pioneer Title Agency, Inc.

100 N. Elden St.
Flagstaff, AZ 86001

Authorized Signatory

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

By  President
Attest  Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

- (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.

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>.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **November 12, 2021 at 7:30 AM**
2. Policy to be issued:
 - (a) **ALTA Homeowner's Policy (12/2/13)**
Proposed Insured: **James R. Taylor**
Proposed Policy Amount: **\$1,355,000.00**
 - (b) **ALTA Loan Policy (6/17/06) Extended Coverage**
Proposed Insured: **TBD**
Proposed Policy Amount: **\$1,085,000.00**
 - (c) **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:

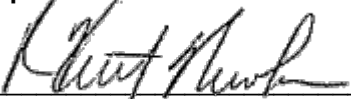
FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Gregory J. Chambers and Nancy P. Chambers, Trustees of the Gregory J. and Nancy P. Chambers Trust, dated August 10, 2000
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

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

Old Republic National Title Insurance Company

By: 
Authorized Signature

Note: Please direct all inquiries and correspondence to Tracy Reay, your escrow officer, at (928) 203-9190 or Tracy.Reay@PioneerTitleAgency.com. (C40)

Old Republic National Title Insurance Company – Issued by

Pioneer Title Agency, Inc.

Order No. 72304757-023-T14

Your No.: C40\c40\
\\

EXHIBIT A
LEGAL DESCRIPTION

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

Lot 14, RED ROCK HEIGHTS Subdivision, as shown on the plat thereof, recorded in [Case 2, Map 263](#), records of Coconino County, Arizona.

SCHEDULE B-I

ALTA COMMITMENT

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. No open deeds of trust were found of record. Provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
6. Submit for review an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Gregory J. and Nancy P. Chambers Trust, dated August 10, 2000. Per A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.
7. Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

NOTE:

Disclosure of beneficiaries in compliance with A.R.S. 33-404 is recorded in:

Document No. [3771965](#)

8. PROPER showing as to the marital status of James R. Taylor on close of escrow.
The right is reserved to make additional exceptions or requirements based upon information furnished.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE B-I

Requirements

(Continued)

9. RECORD Deed from Gregory J. Chambers and Nancy P. Chambers, Trustees of the Gregory J. and Nancy P. Chambers Trust, dated August 10, 2000 to Proposed Insured Owner.

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

10. RECORD Deed of Trust to be insured.

NOTE: If Pioneer Title Agency, Inc. is named Trustee under the Deed of Trust, the correct name and address is:

Pioneer Title Agency, Inc., an Arizona Corporation
P.O. Box 1900
Sierra Vista, AZ 85636

TAX NOTE:

Year	2021
Parcel No.	401-42-015
Total Tax	\$2,796.48
First Half	\$PAID
Second Half	\$PAID

PRIOR to recording, obtain current tax information from:

Coconino County Treasurer
<https://treasurer.coconino.az.gov/treasurer/treasurerweb/search.jsp>
219 E. Cherry Ave.
Flagstaff, AZ 86001
(928) 679-7120

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SCHEDULE B-I
Requirements
(Continued)

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

NONE.

NOTE: In the event a CLTA 116 or ALTA 22-06 endorsement is required for any ALTA Loan Policy to be issued, the following description of improvements and location will appear therein:

Single Family Residence purportedly known as: **24 Sedona View Dr., Sedona, AZ 86336.**

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.

NOTE: The owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:

Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

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. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company – Issued by

Pioneer Title Agency, Inc.

Order No. 72304757-023-T14

Your No.: C40\c40\
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SCHEDULE B-I
Requirements
(Continued)

END OF SCHEDULE B, PART I-REQUIREMENTS

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE B-II

ALTA COMMITMENT

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

(Note: The above Exceptions Nos. 2 through 6, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language 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 the remaining Exceptions of this Commitment shown below.)

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SCHEDULE B-II

Exceptions

(Continued)

7. 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.

8. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
9. Easements as shown on the recorded plat of said subdivision.
10. 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 Docket : 376

Page : [453](#).

END OF SCHEDULE B, PART II – EXCEPTIONS

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Pioneer Title Agency, Inc.



WHAT DOES OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share
Questions?	www.oldrepublictitle.com (Contact Us)	

Pioneer Title Agency, Inc.

Who we are	
Who is providing this notice?	Companies with an name and other affiliates. Please see below for a list of affiliates.

What we do	
How Does protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy
How does collect my personal information?	We collect your personal information, for example, when you • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies • <i>does not share with non-affiliates so they can market to you</i>
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>doesn't jointly market</i>

Pioneer Title Agency, Inc.

Affiliates Who May Be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Pioneer Title Agency, Inc.

Commitment to Service

Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

Personal Information Collected

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

Links to Other Websites

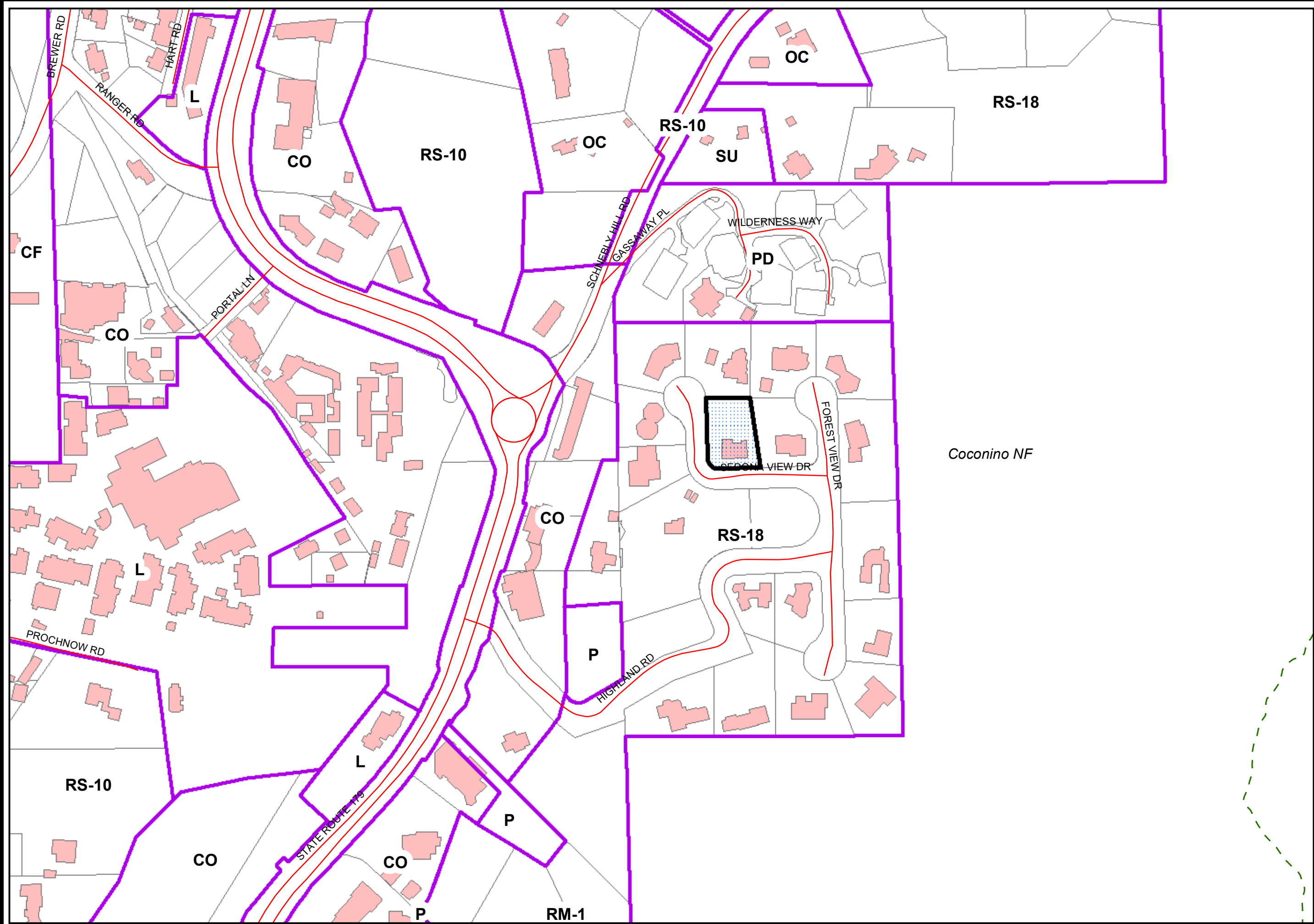
Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Exhibit 2: Vicinity and Aerial Maps



Vicinity Map

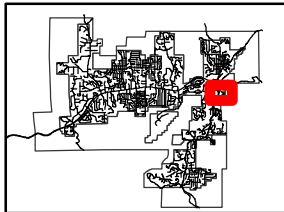
Parcel
401-42-015
Taylor Garage

- Parcel 401-42-015
- Zoning Boundary
- Building Footprint
- Parcel Boundary
- Trail
- Street Centerline



0 75 150 Feet

City Index





Aerial View

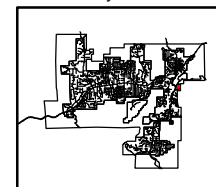
Parcel
401-42-015
Taylor Garage

-  Parcel 401-42-015
-  Parcel Boundary
-  Street Centerline



0 5 10 Feet

City Index



GIS, City of Sedona
01/04/2024
g:/pubref/projects/tay/orgarage/
mxds/401-42-015_aerial.mxd



This map is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible; however, no warranty or fitness is implied. The information is provided on an "as-is" basis. The City of Sedona shall have neither liability nor responsibility to any person or entity with respect to any loss or damages in connection with or arising from the information contained on this map.

Exhibit 3: Land Development Code, Applicable Sections

- **LDC Section 2.4 (RS-18: Single Family Residential)**
- **LDC Section 5.4.E (Driveways and Access)**
- **LDC Section 8.8.A: Variance**

2.4.

RS-18: Single-Family Residential

A. Purpose

The RS-18 district is intended to accommodate and preserve lower-density to medium-density single-family residential uses with limited community and educational uses and incidental or accessory uses. This district can also serve as a transition between low- and medium-density residential to higher-density residential zoning districts.

B. RS-18 Lot and Building Standards

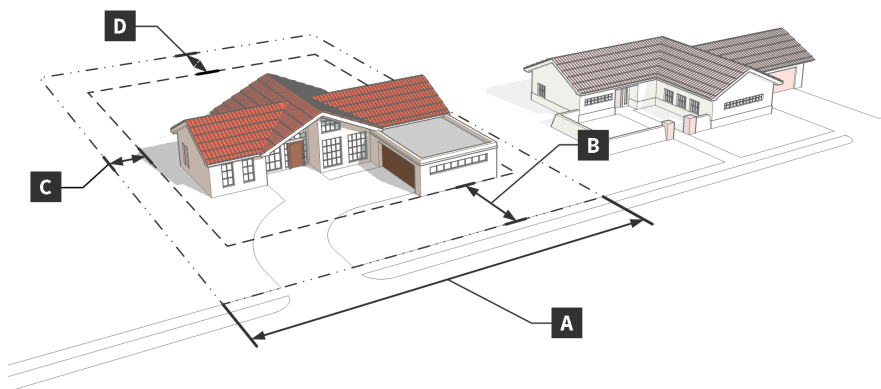
Lot Standards		
A	Width (minimum)	100 feet
	Area (minimum)	18,000 sq. ft.
	Density (maximum for new subdivisions) [1]	2 du/acre
Setbacks (minimum)		
B	Front	25 feet
C	Side	10 feet
	Side, abutting street	15 feet
D	Rear	25 feet
Height		
	Building height	See § 2.24.E
Impervious Coverage (maximum)		
	Building coverage	35 percent
	Total coverage	60 percent

Any setback from National Forest or Open Space zoning districts shall be a minimum of 20 feet (per Section [2.24.D\(2\)](#)). [Ord. 2021-03 § 1, 6-8-21].

C. Other Standards

Other Standards	Location in LDC
Measurements and Exceptions	Section 2.24
Use-Specific Standards	Section 3.3
Off-Street Parking	Section 5.5
Landscaping, Buffering, and Screening	Section 5.6
Notes:	
[1] For lot planning in new subdivisions, see Section 7.3.C	
[2] Lot width is measured midway between the front and rear lot lines	

[Ord. 2019-06 § 1, 10-8-19 ([Res. 2019-19](#)); Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].



[Res. 2019-19 Exh. A, 10-8-19].

The Sedona Land Development Code is current through Ordinance 2023-09, passed October 24, 2023.

Disclaimer: The City Clerk's Office has the official version of the Sedona Land Development Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.SedonaAZ.gov](http://www.SedonaAZ.gov)

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E. Driveways and Access

(1) General

- a. Every lot shall have sufficient access providing reasonable means of ingress and egress for emergency vehicles and for those needing access to the property for its intended use.
- b. All driveway entrances and other openings onto streets shall be constructed so that:
 1. Vehicles may safely enter and exit the property;
 2. Interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized; and
 3. Shared driveways are provided to the maximum extent feasible to minimize the number of access points to streets (except for driveways within residential subdivisions or along private residential streets).
- c. Unobstructed, direct, and convenient access for vehicles to and from a private or public street shall be provided for all off-street parking spaces. With the exception of single-family uses, access from any parking area to the street shall be designed to allow vehicles to enter and exit in forward drive.
- d. All driveways shall be surfaced with materials that have textures and colors that would enhance visual compatibility with native site surroundings. Such materials may include paving blocks or bricks, exposed aggregate concrete and asphalt, but specifically does not include uncolored concrete.
- e. All driveways from existing private or public roads that interfere with a natural or constructed drainage course shall provide a drainage culvert that meets the Engineering Standards.

(2) Driveways Fronting State Highways

Unless otherwise approved by the City Engineer, driveways providing ingress and/or egress from state highways shall comply with the following:

- a. Only one driveway access point per property shall be allowed.
- b. Driveways along state highways shall not be located closer than 40 feet from another driveway.
- c. Access approval from the Arizona Department of Transportation shall be obtained.

(3) Residential

In addition to the above general requirements in Section [5.4.E\(1\)](#) and [\(2\)](#), all residential development shall be subject to the following:

- a. There shall be no direct driveway access (ingress or egress) from any single-family residential lots to any arterial street or highway unless no other legal access alternative is available.
- b. Multifamily development sites shall include a minimum of two access points to the maximum extent practicable. An exception may be made by the City Engineer where a site is landlocked by existing development or other physical or legal constraints, or where existing natural features on the site require the use of protective measures that would otherwise make a second access drive infeasible, or where the small size of the site makes dual access unnecessary.
- c. Driveways shall be no less than 20 feet in length over the entire width of the garage, carport or other structure intended to house vehicles, from the face of a garage, carport, or other structure intended to house vehicles to the near edge of the sidewalk or public right-of-way. This distance may include the area between the property line and the edge of the street if the City Engineer determines that it will not conflict with existing or future rights-of-way, sidewalks, pedestrian pathways or similar improvements. All required parking must be located completely within the boundaries of the residential property.
- d. Within the front and exterior side setback area, each driveway at its widest point shall be not more than 30 feet in width, measured at right angles to the center line of the driveway, except as that distance may be increased by permissible curb return radii.
- e. Driveways providing access to single-family residential lots shall be located a minimum of 30 feet from any road intersection.

(4) *Nonresidential*

In addition to the above general requirements in Section [5.4.E\(1\)](#) and [\(2\)](#), all nonresidential development shall be subject to the following:

a. *Vehicle Maneuvering*

Vehicles shall not be allowed to back out or otherwise maneuver from a property into a City arterial or roadway if, in the opinion of the City Engineer, a potential traffic safety concern is present.

b. *General Driveway Standards*

All driveways providing access to a public right-of-way shall comply with adopted City Engineering standards.

(5) *OC District*

In the OC district, the following additional standards apply:

- a. All streets, driveways, parking areas, and walkways shall be surfaced with gravel or other permeable surfacing except where necessary to meet ADA requirements, or where determined to be infeasible, for the scope of the project, or where the Fire District requires a different material.

- b. To limit the number of access points and curb cuts on Schnebly Hill Road, developments shall take access from shared driveways to the maximum extent feasible. [Ord. 2020-04 § 1, 9-8-20 ([Res. 2020-16](#)); Res. 2019-19 Exh. A, 10-8-19].

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A. Variance

(1) Purpose

The variance procedure is intended to provide limited relief from the requirements of this Code where strict application of the Code would result in exceptional practical difficulty or undue hardship preventing the use of the land as otherwise allowed by the Code. The variance procedure is not intended to allow a use in a zoning district where it is not currently permitted, or to alleviate inconveniences or financial burdens imposed on landowners.

(2) Applicability

- a. Any property owner seeking relief from this Code may request a variance when the strict application of the Code would result in an undue hardship.
- b. Variances may be granted from the regulations of all articles of this Code, with the exception of Section [5.3](#), *Grading and Drainage*, and Article [7](#): *Subdivision*.

(3) Application Submittal and Review Procedure

Figure 8-16 identifies the applicable steps from Section [8.3](#), *Common Review Procedures*, that apply to the review of variances. Additions or modifications to the common review procedures are noted below.

Figure 8-16: Variance



a. Pre-Application Meeting

A pre-application meeting shall be held in accordance with Section [8.3.B](#), *Pre-Application Meeting*.

b. Application Submittal and Handling

The variance application shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Section [8.3.C](#), *Application Submittal and Handling*. A single application may include requests for variances from more than one regulation applicable to the same site, or for similar variances on two or more adjacent sites with similar characteristics.

c. *Staff Review and Action*

The Director shall review the application and prepare a staff report and recommendation in accordance with Section [8.3.E](#), *Staff Review and Action*.

d. *Scheduling and Notice of Public Hearings*

The variance application shall be scheduled for a public hearing before the Board of Adjustment and noticed in accordance with Section [8.3.F](#), *Scheduling and Notice of Public Hearings*.

e. *Review and Decision (Board of Adjustment)*

1. The Board shall hold a public hearing on an application for a variance. At a public hearing, the Board shall review the application, statements and drawings submitted and shall receive public comments and pertinent evidence concerning the variance, particularly with respect to the findings in Section [8.8.A\(4\)](#).
2. Within 21 days following the close of the public hearing on a variance application, the Board shall act on the application.
 - i. The Board may grant a variance as the variance was applied for or in a modified form or the application may be denied.
 - ii. A variance may be revocable, may be granted for a limited time period, or may be granted subject to conditions the Board may prescribe.
 - iii. Upon failure to act within the prescribed 21-day period, the Board shall lose jurisdiction and the request shall be deemed denied. An appeal may be taken to the Superior Court, as prescribed by state law.
 - iv. Any proposed revisions or changes to an approved variance application shall be submitted in the same manner and subject to the same approval process as the original review.
3. The Board's decision shall be based only on the record of the public hearing and shall be reduced to writing; include findings of fact based on competent, material, and substantial evidence presented at the hearing; reflect the determination of contested facts; and state how the findings support compliance with applicable review standards.

f. *Post-Decision Actions and Limitations*

All common procedures in Section [8.3.H](#), *Post-Decision Actions and Limitations*, shall apply, with the following modification:

1. Expiration and Revocation of Variance Approval

A variance permit shall expire and may be considered for revocation following one year of inactivity, as defined in Section [8.3.H\(3\)](#), *Expiration and Revocation of Approval*.

(4) Variance Findings

The Board of Adjustment may approve a variance upon making all of the following findings:

- a. The variance requested does not constitute a special privilege inconsistent with limitations on other properties classified in the same zoning district.
- b. The strict application of the Code standards for which a variance is sought would produce undue hardship not related to purposes of convenience or financial burden.
- c. The applicant did not create the hardship by their own actions.
- d. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought.
- e. The variance request will not violate building or fire code requirements or create a safety hazard.
- f. The requested variance is the minimum relief necessary from the subject standards of the Code.
- g. The variance is warranted for one or more of the following reasons:
 1. The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same zoning district.
 2. The variance furthers the goals of the Sedona Community Plan and/or other adopted plans.
 3. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zoning district.
 4. The variance is of a technical nature and is required to protect a sensitive resource, natural feature, or community asset. [Ord. 2020-04 § 1, 9-8-20 ([Res. 2020-16](#))].

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