

JUSTIFICATION & COMPATIBILITY STATEMENT

VARIANCES:

1. Explain what special circumstances or conditions apply to this property that may not apply to other properties in this area or zoning district (example: size, shape, topography location or surroundings).

The Connolly Family is seeking a variance to split parcel #136-11-025X (81,457 SQF per Maricopa County Assessor; parcel dimensions – 254.60' x 342.10' per Deed) (See **Appendix A & B**, respectively) into two separate equal parcels of 40,728.5 SQF or 93.49977% of an acre, respectively. This will result in a special condition of two newly created parcels that do not meet the zoning requirements of RS-43 for Lot Size (minimum of 43,560 SQF) and Lot Width (minimum of 130'). Each newly created parcel would be short the required minimum SQF of 43,560 by 2,831.5 SQF and Lot Width of 130' by 2.7'. However, per the Maricopa County Assessor's data, the Lot Width is 259.71' (See **Appendix A**), which results in Lot Width not meeting the required 130' by .29' when equally split. Thus, the Connolly Family is seeking a variance for Lot Size and Lot Width in order to create two separate parcels.

The Connolly Family notes that the requirement to have special circumstances or conditions can be a very subjective and arbitrary requirement due to differing opinions of those involved in this process. However, due to this requirement, the Connolly Family cites the following special circumstances and conditions as appropriate grounds to seek and receive a variance approval for a lot split and that the denial of a variance results in undue hardships for the Connolly Family in the following areas:

- I) In 2016, the eldest son of the Connolly Family moved into the house located on the property, at the center of this request, to take care of the widowed matriarch of the Connolly Family. The house on the property had various handicap improvements completed in the master bedroom and bathroom to accommodate the aging matriarch. Then in January 2018, the daughter-in-law of the matriarch fell and broke her neck. These various handicap improvements are now needed for this daughter-in-law. The failure to approve the variance would displace the Connolly Family from a home already equipped with the appropriate handicap improvements to accommodate this specific member of the Connolly Family and require them to unnecessarily search for another location with such handicap improvements or remodel a place to make it handicap friendly.

- II) The eldest son of the widowed matriarch, who moved in to care for his mother in 2016, is self-employed. Because this property has been in the Connolly Family for almost 50 years, this property has provided the necessary space for this individual to store cumbersome equipment necessary for his business. The denial of the variance to split the property will result in this small business having difficulty finding an appropriate location to store this equipment and may result in the discontinuation of certain services and result in a loss in revenues as well as a loss in taxable dollars for Federal, State, & City governments and municipalities, which includes the City of Mesa.
 - III) Another hardship that would result is the disruption and displacement of the Connolly Family's special needs grandson that they are raising due to the grandson's mother passing away several years ago and the grandson's father being unable to care for the child. This grandson has various special needs, some resulting from the biological mother subjecting the child to fetal alcohol syndrome. The Connolly Family has cared for this child for the majority of his life. This includes taking him to hundreds of hours of counseling as well as finally finding a supportive school and programs for the grandson which have helped him improve significantly in many social and emotional areas of development. If the variance is not approved, a move for the family would likely cause the child to be unable to attend this school and program which will negatively impact him and can have far reaching negative consequences for his future. The Connolly Family has experienced setbacks with him that were the direct results of unnecessary changes and disruptions which is why the denial of the variance would be another unnecessary hardship for the Connolly family.
2. Explain how the special circumstances or conditions cited in Question #1 originated. Are these conditions pre-existing and not self-imposed? Why or why not?

The Connolly Family notes that these conditions are pre-existing and NOT self-imposed. It is noted that on October 20, 1970, the Connolly Family purchased parcel #136-11-025X with the following dimensions: 254.60' x 342.10' (See **Appendix C**). This results in an original parcel size of 87,098.66 SQF. However, on November 18, 1970, the Connolly Family signed a Quit-Claim Deed to the City of Mesa relinquishing 25 feet (See **Appendix D**). This has resulted in the new parcel dimensions of: 254.60' x 317.10', which resulted in a new parcel size of 80,733.66 SQF (See **Appendix A**). Due to the Connolly Family willingly relinquishing the 25 feet to accommodate the City of Mesa, the conditions of a diminished lot size are determined to be pre-existing and NOT self-imposed.

See I, II, & III above, as those hardships also contain explanations on these special circumstances and conditions which illustrate that these conditions are pre-existing and not self-imposed.

3. Explain how strict compliance of the Zoning or Sign Ordinance would deprive the property of uses or development options available to other properties in the same zoning district.

Parcel #136-11-025X is Zoned RS-43. The intent of the zoning is to provide for low-density residential uses with a rural character. For this reason, the minimum lot area is 1 acre (43,560 SQF) and the minimum lot width is 130'. Strict compliance of the Zoning would deprive the Connolly Family from continued ownership of the property which has been in the family since October 20, 1970 (approx. 49 yrs.) and result in the discontinuance of a beloved family and community tradition which has been going on for 50 years come December 2019.

In its current state, the property has wasted unused space due to the property being too large to manage, both financially and timewise. Allowing the variance will provide the ability for two of the Connolly brothers to own a portion of the property (equal lots that are 93.49977% of an acre, which is larger than 75% of the parcels listed in **Appendix E**). These two smaller lot sizes will be much easier for the owners to manage and put in the appropriate time and money to utilize these properties to their full potential. The days of needing such large parcels for horses, livestock, and large gardens are no longer necessary to support families on such lots. Therefore, following the letter of the rule and denying the variance and subsequent land split, holds back the full use and potential of the property.

Additionally, as explained in part 1 above, strict compliance of the Zoning would negatively impact the Connolly Family since it would require the displacement of the Connolly Family of a home and property that provides necessary handicap improvements, space for the Connolly Family's small business, and negatively impact the progress and future progress of the Connolly Family's special needs grandson, who requires consistency and continued access to programs and support that may no longer be available if the variance is denied and the Connolly Family is displaced.

4. Explain why the requested variance will not grant special privilege or unusual favor to this property or development over other sites with similar circumstances and zoning.

The requested variance does not violate the intent of the zoning to provide for low-density residential uses with a rural character. Although the proposed parcel split will result in two separate and newly formed lots that will be slightly narrower by 2.7'

(.29' according to the Maricopa County Assessor's data) and lot sizes slightly smaller by 2,831.5 SQF (due to the Connolly Family accommodating the City of Mesa by relinquishing 25'), the two newly created parcels will continue to have the same rural quality that has existed throughout its history.

The Connolly Family notes that the requested variance will not grant special privilege or unusual favor to this property over other sites with similar circumstances and zoning. In addition, the Connolly Family notes that the denial of the requested variance would in fact show bias against the Connolly Family and be partial to a significant number of parcels zoned as RS-43 that do not meet the required Lot Depths, Lot Widths, & Lot Sizes according to "Mesa Zoning Ordinance Chapter 5: Residential Districts" (See **Appendix E**). As illustrated in **Appendix E**, the Connolly Family has listed out all parcels that are in the area between Mesa Dr & Horne and E Nance St & E Lehi Rd and notes that all are Zoned as RS-43. There are 105 parcels in this area and out of the 105 parcels, only 39 meet all three Zoning RS-43 requirements of Lot Depths, Lot Widths, & Lot Sizes. Out of the 105 parcels, 59 do NOT meet the required Lot Size, 40 do NOT meet the required Lot Width, and 12 do NOT meet the required Lot Depth. This illustrates that in form, this area is Zoned as RS-43, but in substance, a majority of all the parcels do not meet all the requirements to be classified as such.

The Connolly Family also notes that the approval of the variance request, and the subsequent land split, is in the best interest of the City of Mesa. The variance approval and subsequent land split will create two new parcels that will be assessed property taxes which will result in increased tax revenues for the City of Mesa in perpetuity.

The final point that the Connolly Family would like to present is in **Appendix F**. In March 1999 a family owned a parcel (parcel #136-11-082C at the time), just west of the Connolly Family parcel, and completed a land split (See LS Case # LS99-003) after being approved for the exact same variances (See variance case #ZA98-152, **Appendix I**) that the Connolly Family is requesting (variances for Lot Width & Lot Size). This land split created two new parcels (parcel #'s: 136-11-082E & 136-11-082F, respectively) that do not meet the RS-43 zoning criteria of Lot Width of 130' (Both parcels have a Lot Width of 122.34') and Lot Size of 43,560 SQF (Both parcels have a Lot Size of 40,424 SQF) per the Maricopa County Assessor's website and each parcel's various deeds (See **Appendix G & H**). Again, the Connolly Family notes that their variance request is very similar to case #ZA98-152 and will result in two newly created parcels that have longer Lot Widths and larger Lot Sizes than those that were created and approved by case #ZA98-152.

Based upon the comments and points presented above, the Connolly Family is of the opinion that sufficient and appropriate evidence has been provided, reviewed, and should therefore be awarded the requested variances to split the Connolly Family parcel into two newly created and equal parcels.



Map



Unofficial
Document

HELEN PURCELL
2007-0303831 03/14/07 12:47 PM
1 OF 4

When recorded mail to:

Marilyn Joyce Connolly
2550 N. Brimhall
Mesa, AZ 85203

GASTELUMP

WARRANTY DEED

For consideration of Ten dollars, and other valuable consideration, I, Marilyn Joyce Connolly, do hereby quit claim to Marilyn Joyce Connolly, Trustee of the Marilyn Joyce Connolly Revocable Living Trust, dated 7/17/03, 2003, all right, title or interest in the following real property situated in Navajo County, Arizona:

Beginning at a point on the West line of the East half of the Northwest quarter of Section 2, Township 1 North Range 5 East distant **1166.50 feet** North of the East and West quarter line of grid section thence North along said West line of the East half of the Northwest quarter **254.60 feet**, thence East **342.26 feet** to the centerline of Brimhall Street, thence South along the centerline of said Street **254.60 feet**, thence West **342.10 feet** to the place of beginning.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

Pursuant to A.R.S. 33-404, the beneficiaries of the Trust are:

Marilyn Joyce Connolly.

EXEMPT FROM AFFIDAVIT OF
REAL PROPERTY VALUE PURSUANT
TO A.R.S. § 42-1614 (B)8

And I do warrant the title against all persons whomsoever, subject

only to those encumbrances or liens of Record, or as set forth, if any.

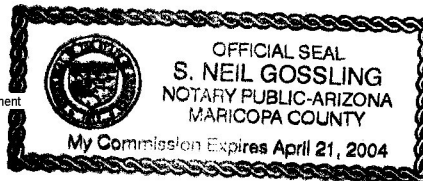
Dated this 17 day of July, 2003.

Marilyn Joyce Connolly
Marilyn Joyce Connolly

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 17 day of July, 2003, by Marilyn Joyce Connolly.

Notary Public
My Commission Expires



A RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME **Ray Dean Connolly et al**
ADDRESS **2700 E. First Street**
CITY & STATE **Mesa, Arizona 85203**

Order No. **113,012**

American TITLE INSURANCE COMPANY

STATE OF ARIZONA
COUNTY OF **MARICOPA** ss. I hereby certify
that the within instrument was filed and recorded
OCT 20 1970-8 00 AM
in DOCKET **8368** Page **87-88**
at the request of **AMERICAN TITLE INSUR. CO.**

Witness my hand and official seal.
PAUL N. MARSTON, County Recorder

By **[Signature]**, Deputy Recorder

Fee No. **23-AGR**
190072
Compared
Photostated
If fee: **400**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR SALE

This Form Furnished by American Title Insurance Company

THIS AGREEMENT entered into in triplicate this day the 28th day of September 19 70

between **JESSE R. PATTEN and MARILU PATTEN, his wife**as Seller, and **RAY DEAN CONNOLLY and MARILYN J. CONNOLLY, his wife, as joint tenants with right of survivorship**

, as Buyer.

WITNESSETH:

That Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of Maricopa, State of Arizona, described as follows, to-wit:

Beginning at a point on the West line of the East half of the Northwest quarter of Section 2, Township 1 North, Range 5 East distant **1166.50 feet** North of the East and West quarter line of said section, thence North along said West line of the East half of the Northwest quarter **254.60 feet**, thence East **342.26 feet** to the centerline of Brimhall Street, thence South along the centerline of said Street **254.60 feet**, thence West **342.10 feet** to the place of beginning.

SUBJECT TO: A Mortgage in favor of Alfred E. Hulet and Valborg Hulet, dated February 25, 1970, recorded March 11, 1970, in Docket 8036, page 436, in the office of the County Recorder of Maricopa County, Arizona

for the sum of **TEN THOUSAND AND NO/100**-----Dollars,

(\$10,000.00) lawful money of the United States, and Buyer agrees in consideration of the premises to pay

the sum of **TEN THOUSAND AND NO/100**-----Dollars,

(\$10,000.00) in the following manner, to-wit:

\$ 2,000.00 to the American Title Insurance Company for the benefit of the Seller, in cash, upon the signing and sealing of these presents, the receipt of which is hereby acknowledged; and

\$ 8,000.00 to the American Title Insurance Company for the benefit of the Seller, payable in installments of \$97.07 or more, on or before the 1st day of each and every month, beginning October 1, 1970, with interest on all unpaid principal at the rate of 8% per annum from September 1, 1970, payable monthly, the interest to be first deducted from the regular monthly installments and the balance to be applied upon the principal, with the full amount of principal and interest due on or before October 1, 1980.

Buyer shall pay before they become delinquent all installments of principal and interest, not delinquent at the date hereof, of special improvement liens against said property, if any, and all taxes and assessments on said property, levied subsequent to December 31, 19 69 , together with all assessments and other charges of the Salt River Valley Water Users Association not delinquent at the date hereof, and all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof, and Buyer shall keep the buildings erected and to be erected upon said property insured against fire in the amount of the reasonable insurable value thereof in insurance companies, for the mutual benefit and protection of the parties hereto, and to place the policy or policies representing the said fire insurance and evidence of the payment of premium thereon with the American Title Insurance Company to be held by it as a mortgagee. There shall be no responsibility upon the part of said Company to see that said policy is renewed upon expiration or otherwise kept in force, and there shall be no responsibility upon the part of said Company in the determination of the reasonable insurable value of the improvements to be insured. The Purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Seller by reason thereof shall be applied as payment on account of the purchase price of the property, less any sums of money which the Seller may be required to expend in procuring such money, or at the election of the Seller, to the rebuilding or restoration of such improvements.

If Buyer fails to pay any such taxes, charges, assessments, or premiums for fire insurance or to place the policies of fire insurance with the American Title Insurance Company, or fails to pay any amount due upon or fails to perform any condition or covenant of any agreement for sale or mortgage required of Buyer, before the same shall have become delinquent, Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amounts so advanced and such repayment thereof shall be secured hereby and shall be repaid to Seller by Buyer on demand, together with interest thereon at the rate of eight per cent per annum from date advanced by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity therefor. If the American Title Insurance Company is notified in writing by Seller of any such advances, it shall not deliver deed to Buyer until repayment thereof with interest shall have been made.

If Seller institutes suit against Buyer to enforce Seller's rights under this agreement and obtains valid judgment against Buyer, Buyer agrees to pay all costs, expenses and attorney's fees of Seller.

The Deed of Seller conveying the herein described property to Buyer, subject to the liens, encumbrances, reservations, restrictions, and exceptions affecting the title to said property has been delivered in escrow with the American Title Insurance Company.

Buyer may enter into possession of said property and continue in such possession for and during the life of this agreement. Buyer agrees to maintain said premises and all improvements thereon in good repair to permit no waste thereto, and to take the same care thereof that a prudent owner would take.

No transfer or assignment of any rights hereunder shall be made by any one having an interest herein, unless made in such manner and accompanied by such deeds and other instruments as shall be required by the American Title Insurance Company, nor until its regular escrow fee and other costs including its charge for the issuance of a new title insurance policy shall have been fully paid, and all instruments deposited in escrow with it.

Seller and Buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller, may, at his election, enforce a forfeiture of the interest of Buyer, in the manner provided in the escrow instructions or supplemental escrow instructions given to the American Title Insurance Company in connection with this transaction, in which event, upon the enforcement of such forfeiture, Buyer shall forfeit any and all rights and interests hereunder in and to the real property, hereinbefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of, said property, and shall forfeit to Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property, but this provision shall not affect any other lawful right or remedy of Seller.

Time is of the essence of this agreement. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

IT IS THE INTENTION OF THE BUYERS AND SELLERS, BY THE USE OF WORDING IN THIS AGREEMENT, TO CREATE IN THEIR FAVOR A JOINT TENANCY WITH THE RIGHT OF SURVIVORSHIP, AND NOT A COMMUNITY PROPERTY ESTATE OR A TENANCY IN COMMON.

Ray Dean Connolly
Ray Dean Connolly (BUYER)

Jesse R. Patten
Jesse R. Patten (SELLER)

Marilyn J. Connolly
Marilyn J. Connolly (BUYER)

Marilu Patten
Marilu Patten (SELLER)

STATE OF ARIZONA } ss.
County of Maricopa

On October 9, 1970 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray Dean Connolly and Marilyn J. Connolly known to me to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that they executed the same.

My commission expires: Dec. 1, 1973

Marion E. Sanders

Marion E. Sanders
NAME TYPED OR PRINTED
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF ARIZONA } ss.
County of Maricopa

On October 9, 1970 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jesse R. Patten and Marilu Patten known to me to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that they executed the same.

My commission expires: Dec. 1, 1973

Marion E. Sanders

Marion E. Sanders
NAME TYPED OR PRINTED
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

DEED 8415 PAGE 607

STATE OF ARIZONA

County of Maricopa

) ss. I hereby certify that the within instrument was filed and recorded
) *at the request of* CITY OF MESA
and indexed in deeds

In DOCKET

DEED 8415 PAGE 607

NOV 25 '70-10 45

Fee No. *OL-DEED*

213581

Compared

Photostated

Fee: *1.50*

When recorded, mail to:

CITY OF MESA
P. O. Box ~~XXXX~~ 1466
Mesa, Arizona 85201

Witness my hand and official seal

PAUL N. MARSTON

County Recorder

By *Jewel Barker*

Deputy Recorder

Quit-Claim Deed

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

RAY DEAN CONNOLLY and MARILYN J. CONNOLLY, his wife,

hereby quit-claim to City of Mesa, a municipal corporation, all right, title, or interest in the following real property situated in Maricopa County, Arizona

The East 25 feet of the following described property:

Beginning at a point on the West line of the East Half of the Northwest Quarter of Section 2, Township One North, Range Five East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, a distance of 1166.50 feet North of the East and West Quarter line of said Section; thence North along said West line of the East Half of the Northwest Quarter 254.60 feet; thence East 342.26 feet to the centerline of Brimhall Street; thence South along the centerline of said Street 254.60 feet; thence West 342.10 feet to the Point of Beginning.

It is the intention of the parties to cause the hereinabove described real property to be dedicated for public street purposes and to vest title in fee simple in the CITY OF MESA, in Trust, for the uses contemplated in public street dedication in the same manner and to the same extent as if dedicated by filing a subdivision map or plat and reserving the property in said map or plat for such purposes.

Dated this *18th* day of *November*, 19*70*STATE OF *Arizona*)
County of *Maricopa*) ss.My commission will expire *June 7, 1971*STATE OF _____)
County of _____) ss.

My commission will expire _____

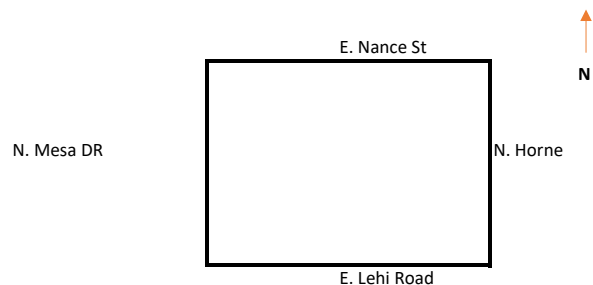
Ray Dean Connolly
+ *Marilyn J. Connolly*This instrument was acknowledged before me this *18th* day of
November, 19*70*, by *Ray Dean*
Connolly & Marilyn J.
*Connolly**Richard S. Sgould*
Notary PublicThis instrument was acknowledged before me this _____ day of
_____, 19____, by _____

Notary Public

Purpose:

To list out all parcels that are in the area between Mesa Dr & Horne and E Nance St & E Lehi Rd that do not meet one of the three criteria for zoning RS-43. According to "Mesa Zoning Ordinance Chapter 5: Residential Districts" the following 3 criteria need to be met for RS-43 zoning:

Lot Width (minimum ft.) 130
 Lot Depth (minimum ft.) 150
 Lot Size (minimum SQF) 43,560



Below is the listing of all parcels contained in the parameters above and if they do not meet any of the following RS-43 minimum zoning requirements of lot size of 43,560 sqf., Lot Width 130 ft., or Lot Depth of 150 ft. According to the Maricopa County Assessors website:

<https://maps.mcassessor.maricopa.gov/?research=13611025X&slayer=0&exprnum=0>

1 Acre = 43,560

	Parcel #	Lot Size (SQF)	Lot Width (Ft)	Lot Depth (Ft)	Meet SQF Criteria?	Percentage of an Acre	Meet Lot Width Criteria?	Over/(Under) minimum of 130ft	Meet Lot Depth Criteria?	Over/(Under) minimum of 150ft	Lot Meets all required RS-43 criteria?
1	136-11-011H	88,078	150.50	586.40	YES		YES	20.50	YES	436.40	YES
2	136-11-008A	75,794	130.00	584.13	YES		YES	-	YES	434.13	YES
3	136-11-010A	15,360	130.00	115.00	NO	35.3%	YES	-	NO	(35.00)	
4	136-11-014A	9,892	80.00	115.00	NO	22.7%	NO	(50.00)	NO	(35.00)	
5	136-11-010F	28,358	135.00	210.00	NO	65.1%	YES	5.00	YES	60.00	
6	136-11-010C	29,678	135.00	210.00	NO	68.1%	YES	5.00	YES	60.00	
7	136-11-010D	27,878	135.00	210.00	NO	64.0%	YES	5.00	YES	60.00	
8	136-11-010E	40,026	179.00	210.00	NO	91.9%	YES	49.00	YES	60.00	
9	136-11-011E	33,672	120.00	280.50	NO	77.3%	NO	(10.00)	YES	130.50	
10	136-11-029B	39,640	124.46	303.07	NO	91.0%	NO	(5.54)	YES	153.07	
11	136-11-029C	42,420	133.50	336.04	NO	97.4%	YES	3.50	YES	186.04	
12	136-11-027	122,839	186.00	639.08	YES		YES	56.00	YES	489.08	YES
13	136-11-002F	62,726	100.00	627.21	YES		NO	(30.00)	YES	477.21	
14	136-11-002D	63,162	100.00	627.44	YES		NO	(30.00)	YES	477.44	
15	136-11-002C	74,488	117.50	632.44	YES		NO	(12.50)	YES	482.44	
16	136-11-002B	62,944	100.00	632.44	YES		NO	(30.00)	YES	482.44	
17	136-11-016C	100,536	161.08	627.23	YES		YES	31.08	YES	477.23	YES
18	136-11-016B	101,321	161.12	627.34	YES		YES	31.12	YES	477.34	YES
19	136-11-001E	23,958	158.20	151.00	NO	55.0%	YES	28.20	YES	1.00	
20	136-11-001D	23,958	158.20	151.00	NO	55.0%	YES	28.20	YES	1.00	
21	136-11-001C	23,958	158.20	151.00	NO	55.0%	YES	28.20	YES	1.00	
22	136-11-001B	26,611	158.15	151.00	NO	61.1%	YES	28.15	YES	1.00	
23	136-11-026V	37,200	122.00	305.00	NO	85.4%	NO	(8.00)	YES	155.00	
24	136-11-026W	37,200	122.00	305.00	NO	85.4%	NO	(8.00)	YES	155.00	
25	136-11-026U	40,249	132.00	305.00	NO	92.4%	YES	2.00	YES	155.00	
26	136-11-026S	40,467	132.00	305.00	NO	92.9%	YES	2.00	YES	155.00	
27	136-11-026H	40,249	132.00	305.00	NO	92.4%	YES	2.00	YES	155.00	
28	136-11-026G	60,374	198.00	305.00	YES		YES	68.00	YES	155.00	YES
29	136-11-025V	40,075	132.00	305.00	NO	92.0%	YES	2.00	YES	155.00	

APPENDIX E

30	136-11-080C	27,443	90.00	305.00	NO	63.0%	NO	(40.00)	YES	155.00	
31	136-11-080D	52,228	174.00	280.00	YES		YES	44.00	YES	130.00	YES
32	136-11-084B	35,695	191.06	181.50	NO	81.9%	YES	61.06	YES	31.50	
33	136-11-090B	34,761	191.06	182.00	NO	79.8%	YES	61.06	YES	32.00	
34	136-11-088	15,290	84.00	182.00	NO	35.1%	NO	(46.00)	YES	32.00	
35	136-11-024Q	16,117	89.00	181.50	NO	37.0%	NO	(41.00)	YES	31.50	
36	136-11-024U	33,541	180.00	181.50	NO	77.0%	YES	50.00	YES	31.50	
37	136-11-089	17,756	90.00	182.00	NO	40.8%	NO	(40.00)	YES	32.00	
38	136-11-024M	18,711	90.00	182.00	NO	43.0%	NO	(40.00)	YES	32.00	
39	136-11-021C	30,463	235.00	124.00	NO	69.9%	YES	105.00	NO	(26.00)	
40	136-11-021D	25,709	105.00	230.00	NO	59.0%	NO	(25.00)	YES	80.00	
41	136-11-024Z	25,397	204.00	133.85	NO	58.3%	YES	74.00	NO	(16.15)	
42	136-11-096	2,056	21.00	97.92	NO	4.7%	NO	(109.00)	NO	(52.08)	
43	136-11-023B	16,499	130.00	137.00	NO	37.9%	YES	-	NO	(13.00)	
44	136-11-024R	33,541	128.85	230.00	NO	77.0%	NO	(1.15)	YES	80.00	
45	136-11-023A	11,510	100.00	137.00	NO	26.4%	NO	(30.00)	NO	(13.00)	
46	136-11-024B	43,124	90.00	477.00	NO	99.0%	NO	(40.00)	YES	327.00	
47	136-11-024J	24,469	90.00	241.35	NO	56.2%	NO	(40.00)	YES	91.35	
48	136-11-024H	19,558	81.00	241.35	NO	44.9%	NO	(49.00)	YES	91.35	
49	136-11-024N	25,147	90.00	331.50	NO	57.7%	NO	(40.00)	YES	181.50	
50	136-11-033	45,012	90.00	331.50	YES		NO	(40.00)	YES	181.50	
51	136-11-034	12,023	117.33	139.75	NO	27.6%	NO	(12.67)	NO	(10.25)	
52	136-11-035	44,910	142.33	317.26	YES		YES	12.33	YES	167.26	YES
53	136-11-025Y	40,249	128.00	317.26	NO	92.4%	NO	(2.00)	YES	167.26	
54	136-11-025Q	41,382	132.00	317.26	NO	95.0%	YES	2.00	YES	167.26	
55	136-11-025X	81,457	259.71	317.26	YES		YES	129.71	YES	167.26	YES
56	136-11-026B	83,137	244.42	317.50	YES		YES	114.42	YES	167.50	YES
57	136-11-026Z	47,985	152.83	317.72	YES		YES	22.83	YES	167.72	YES
58	136-11-026Y	45,014	139.77	317.70	YES		YES	9.77	YES	167.70	YES
59	136-11-007T	119,790	259	463.86	YES		YES	129.00	YES	313.86	YES
60	136-11-007V	106,409	216.00	458.14	YES		YES	86.00	YES	308.14	YES
61	136-11-007U	41,643	90.00	458.00	NO	95.6%	NO	(40.00)	YES	308.00	
62	136-11-007H	51,491	124.00	415.25	YES		NO	(6.00)	YES	265.25	
63	136-11-007P	48,352	101.00	415.25	YES		NO	(29.00)	YES	265.25	
64	136-11-007E	58,835	162.00	480.00	YES		YES	32.00	YES	330.00	YES
65	136-11-007D	16,553	130.00	130.00	NO	38.0%	YES	-	NO	(20.00)	
66	136-11-007Y	43,119	86.31	480.00	NO	99.0%	NO	(43.69)	YES	330.00	
67	136-11-007W	35,135	76.10	480.00	NO	80.7%	NO	(53.90)	YES	330.00	
68	136-11-007L	69,260	143.00	490.00	YES		YES	13.00	YES	340.00	YES
69	136-11-082H	80,809	244.55	330.44	YES		YES	114.55	YES	180.44	YES
70	136-11-082E	40,424	122.34	330.44	NO	92.8%	NO	(7.66)	YES	180.44	
71	136-11-082F	40,424	122.34	353.64	NO	92.8%	NO	(7.66)	YES	203.64	
72	136-11-081C	45,960	130.00	353.64	YES		YES	-	YES	203.64	YES
73	136-11-081F	7,090	20.00	354.84	NO	16.3%	NO	(110.00)	YES	204.84	
74	136-11-081G	69,404	196.36	353.11	YES		YES	66.36	YES	203.11	YES
75	136-11-003U	43,821	210.00	208.71	YES		YES	80.00	YES	58.71	YES
76	136-11-003F	84,637	208.71	405.43	YES		YES	78.71	YES	255.43	YES
77	136-11-103	87,364	141.94	477.00	YES		YES	11.94	YES	327.00	YES
78	136-11-098	29,454	155.00	187.50	NO	67.6%	YES	25.00	YES	37.50	
79	136-11-003B	25,125	125.00	201.00	NO	57.7%	NO	(5.00)	YES	51.00	
80	136-11-105	22,706	96.00	250.00	NO	52.1%	NO	(34.00)	YES	100.00	
81	136-11-095	65,357	261.39	250.00	YES		YES	131.39	YES	100.00	YES
82	136-11-003X	43,734	175.00	250.00	YES		YES	45.00	YES	100.00	YES
83	136-11-081A	65,949	242.29	279.56	YES		YES	112.29	YES	129.56	YES
84	136-11-082D	68,389	244.68	279.56	YES		YES	114.68	YES	129.56	YES
85	136-11-082K	62,412	244.56	254.19	YES		YES	114.56	YES	104.19	YES
86	136-11-082J	5,955	25.37	244.59	NO	13.7%	NO	(104.63)	YES	94.59	
87	136-11-013C	82,034	165.00	497.18	YES		YES	35.00	YES	347.18	YES
88	136-11-013D	84,949	165.00	492.24	YES		YES	35.00	YES	342.24	YES
89	136-11-013B	43,560	142.82	305.00	YES		YES	12.82	YES	155.00	YES
90	136-11-017E	65,731	193.87	339.96	YES		YES	63.87	YES	189.96	YES
91	136-11-017R	72,123	193.87	339.96	YES		YES	63.87	YES	189.96	YES
92	136-11-017G	65,954	193.87	340.57	YES		YES	63.87	YES	190.57	YES
93	136-11-017H	66,087	201.00	341.17	YES		YES	71.00	YES	191.17	YES

94	136-11-017N	59,880	193.88	309.17	YES		YES	63.88	YES	159.17	YES
95	136-11-017B	59,761	193.87	308.56	YES		YES	63.87	YES	158.56	YES
96	136-11-017Q	53,493	173.87	307.96	YES		YES	43.87	YES	157.96	YES
97	136-11-017M	53,212	173.37	307.36	YES		YES	43.37	YES	157.36	YES
98	136-11-017L	7,276	20.50	306.75	NO	16.7%	NO	(109.50)	YES	156.75	
99	136-11-005R	37,331	131.00	285.00	NO	85.7%	YES	1.00	YES	135.00	
100	136-11-005K	41,534	131.00	285.00	NO	95.3%	YES	1.00	YES	135.00	
101	136-11-005S	57,935	198.00	290.00	YES		YES	68.00	YES	140.00	YES
102	136-11-005F	31,898	110.00	290.00	NO	73.2%	NO	(20.00)	YES	140.00	
103	136-11-005H	12,197	150.00	80.00	NO	28.0%	YES	20.00	NO	(70.00)	
104	136-11-005Q	2,047	20.00	80.00	NO	4.7%	NO	(110.00)	NO	(70.00)	
105	136-11-005M	9,583	120.00	80.00	NO	22.0%	NO	(10.00)	NO	(70.00)	

		LOT SIZE		LOT WIDTH		LOT DEPTH	
# of parcels that meet all 3 RS-43 criteri	39	Meets Criteria	46	Meets Criteria	65	Meets Criteria	93
		Does NOT meet criteria	59	Does NOT meet criteria	40	Does NOT meet criteria	12
% of parcels that meet all 3 RS-43 criteri	37.1%	Total Parcels	105	Total Parcels	105	Total Parcels	105

# of parcels in percentage range of 1 acre	
90% - 100%	15
80% - 89%	5
70% - 79%	5
60% - 69%	7
50% - 59%	9
40% - 49%	3
30% - 39%	5
20% - 29%	5
10% - 19%	3
0% - 09%	2
	59

X



CITY OF MESA
Great People, Quality Service!

LAND SPLIT APPLICATION

(Please Print or Type)

Land Split Case Number LS- 99-3 (assigned by staff)
yr no

Project Location (address of site): 2551 N Pioneer St -

Present Zoning Classification: R1-43

General Plan designation for subject site LDR

County Assessors Parcel Number 136-11-082C

Legal Description: (Type or print or attach copy of legal description)

Applicant's Name. Wayne R. Slade

Applicant's Signature. Wayne R. Slade

Address 2710 N Mesa Dr.

City. Mesa State: AZ Zip. 85201

Phone No.: 833-2286 Fax No.: _____

Property Owner's Name Wayne R. Slade & Dolores Slade

Property Owner's Signature Wayne R. Slade Dolores Slade

Address 2710 N Mesa Dr

City: Mesa State: AZ Zip: 85201

Phone No. 833-2286 Fax No.: _____

Date application filed 2-22-99

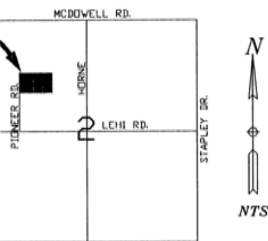
Application Fee: \$50.00

Applicant meets with Planning Division staff to identify the items from the following checklist that would be required for a complete submittal

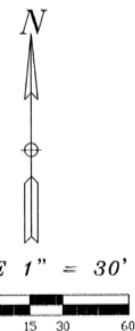
OVER

STIPULATIONS FOR LS99-3

- * Land Split approval is subject to all requirements of the Building Inspections Division for development of the parcels.
- * Subject to compliance with ZA98-152.
- * Extend 6" waterline to the north lot line of Parcel 1.
- * Agree to pay for future sanitary sewer line, pavement, curb, sidewalk and street lights. This can be accomplished as a deferral with a development agreement when building plans are submitted to Building Inspections.



INITY MAP



END

PROPERTY CORNERS
SET 1/2" REBAR #16097
UNLESS ANNOTATED

MONUMENT LINE

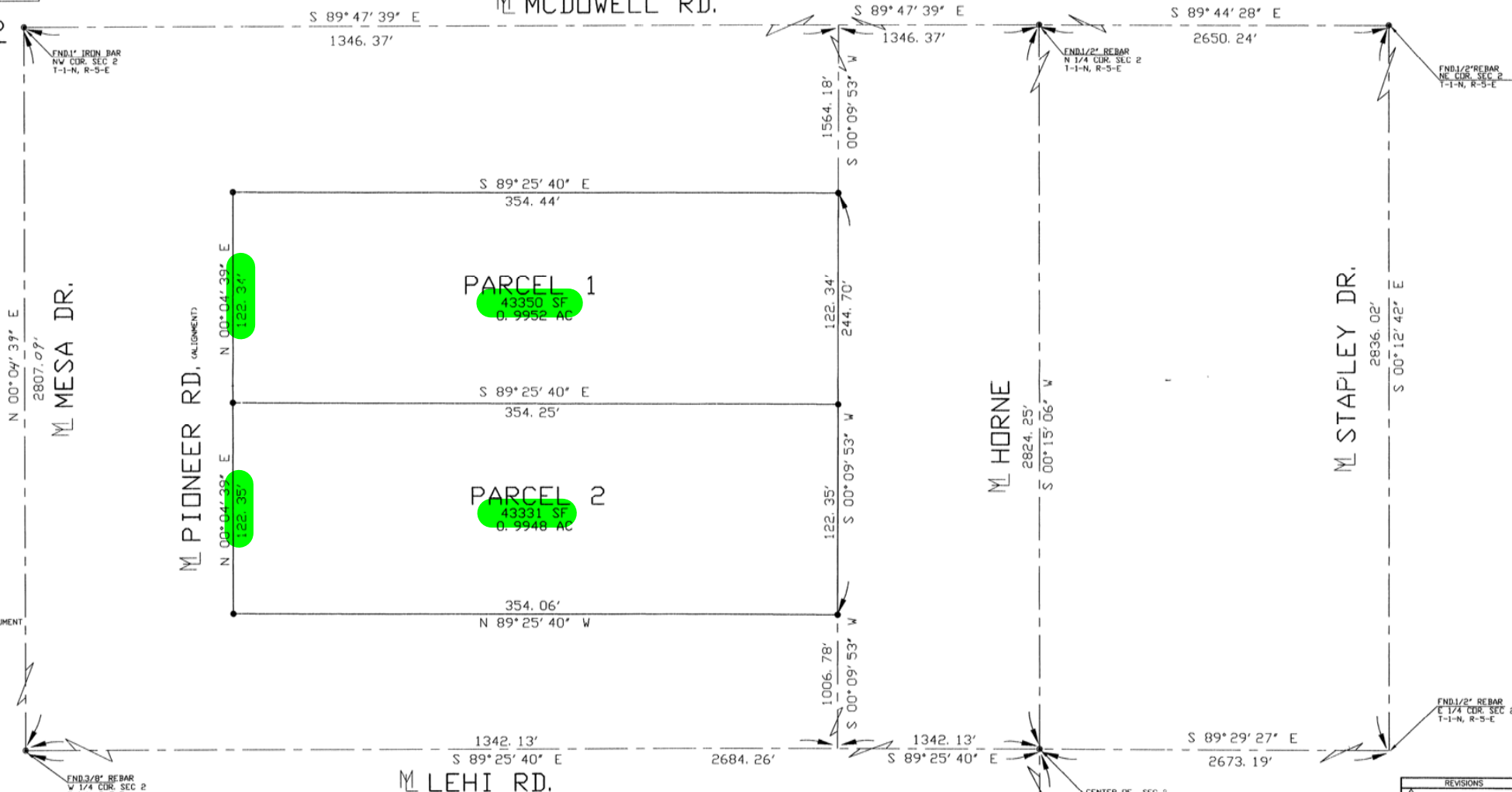
ASS CAP IN HAND HOLD

ASS CAP OR SECTION MONUMENT

BOUNDARY SURVEY

A PORTION OF SECTION 2, TOWNSHIP 1 NORTH,
RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

MCDOWELL RD.



LEGAL DESCRIPTION

PARCEL 1
THE NORTH 122.34 FEET OF THE SOUTH 125.45 FEET OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA)

EXCEPT THE WEST 989.56 FEET THEREOF.

PARCEL 2
THE NORTH 244.69 FEET OF THE SOUTH 125.45 FEET OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA)

EXCEPT THE WEST 989.56 FEET THEREOF; AND
EXCEPT THE NORTH 122.34 FEET.

PLANNING DIVISION
ADMINISTRATIVE APPROVAL
DATE: 3-18-04
WITH STIPS: YES ☒ NO ☐
PLANNING DIRECTOR: P.A.



ALLEN CONSULTING ENGINEERS, INC.		127 W. JUANITA AVE. MESA, ARIZONA 85210 PHONE (602) 844-1666 FAX (602) 464-5711 E-MAIL: ALLEN_CONSULT	
		NORTH PIONEER PROPERTY NW 1/4 SEC. 2, T-1-N, R-5-E BOUNDARY SURVEY	
JOB NUMBER	91580	SHEET	1 OF
DRAWING	91580	CHECKED BY	DATE
DRAFTSMAN			

REVISIONS

A.P.N. 136-11-082-F

M

~~When recorded return to:~~

WAYNE R SLADE

2543 N PIONEER

MESA, AZ 85203

2011-0637057 08/08/11 10:52 AM

6 OF 8

MUSSEJ

QUIT CLAIM DEED

A.R.S. 11-1134 B2

WAYNE R SLADE AS TRUSTEE OF WAYNE R SLADE FAMILY TRUST, DATED APRIL, 2009, as Grantor(s) of MARICOPA County, State of ARIZONA, hereby QUIT CLAIMS to WAYNE R SLADE AS TRUSTEE OF THE WAYNE R SLADE FAMILY TRUST, DATED APRIL 7, 2006, Grantee(s) County of MARICOPA, State of ARIZONA for the sum of Ten Dollars the following described tract of land located in MARICOPA County, State of ARIZONA, to wit:

SEE ATTACHED Schedule "A" LEGAL DESCRIPTION

Known by the address of: 2543 N PIONEER, MESA, AZ 85203

WITNESS the hand of said Grantor, this 8 day of July, 2011.Wayne R. Slade

WAYNE R SLADE, TRUSTEE

Grantor

Grantor

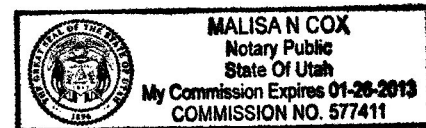
State of ARIZONA

County of MARICOPA

On the 8th day of July, 2011, personally appeared before me, WAYNE R SLADE, signor(s) of the foregoing instrument, who duly acknowledged to me that she/he/they did execute the same.

Malisa N Cox

Public Notary

My commission expires: 01-26-13

SLADE, WAYNE R

Record and Return To:
ISGN Fulfillment Services
ISGN - P.O. BOX 2590
Chicago, IL 60690

FileNo : L1450877

Schedule A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, TO-WIT:

THE NORTH 244.68 FEET OF THE SOUTH 1251.45 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 56 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT THE NORTH 122.34 FEET THEREOF;

EXCEPT THE WEST 989.56 FEET THEREOF.

LESS AND EXCEPT ALL OIL, GAS AND MINERALS, ON AND UNDER THE ABOVE DESCRIBED PROPERTY OWNED BY GRANTOR, IF ANY, WHICH ARE RESERVED BY GRANTOR.

SUBJECT TO ALL EASEMENT, RIGHTS-OF-WAY, PROTECTIVE COVENANTS AND MINERAL RESERVATIONS OF RECORD.

TAX ID: 136-11-082-F

PROPERTY ADDRESS: 2543 N PIONEER

SECURITY TITLE AGENCY

Recorded at the request of:
SECURITY TITLE AGENCY, INC.

When recorded, mail to:
Mr. and Mrs. Darwin J. Slade
2551 N. Pioneer St.
Mesa, AZ 85203

20

65

Ho:

ESCROW NO. 65-65-09678-VM

WARRANTY DEED**(Community Property with Right of Survivorship)****Exempt From Affidavit Per ARS 11-1134 B10**

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

Darwin James Slade also known as Darwin Slade and Marcy Michelle Slade also known as Marcy Slade, husband and wife

do hereby convey to

Darwin J. Slade and Marcy M. Slade, Husband and Wife

not as tenants in common and not as joint tenants but as community property with right of survivorship, the following described real property situated in **Maricopa** County, Arizona:

The North 122.34 feet of the South 1251.45 feet of the West half of the Northwest quarter of Section 2, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPT the West 989.56 feet thereof.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated: August 31, 2006

Darwin Slade
Darwin Slade

Marcy Slade
Marcy Slade

The above deed is accepted and approved by the Grantees, it being their intention to acquire said premises as community property with right of survivorship and not as joint tenants nor as tenants in common.

Darwin J. Slade
Darwin J. Slade

Marcy M. Slade
Marcy M. Slade

NO TRANSFER FEE NECESSARY
EXEMPT UNDER ARS 11-1134

65-65-09678-VM

NOTARY ACKNOWLEDGMENT

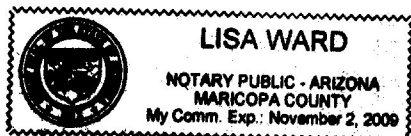
STATE OF Arizona

COUNTY OF Maricopa

This foregoing instrument was acknowledged before me this 1st day of September, 2006, by Darwin Slade and Marcy Slade as grantors and Darwin J. Slade and Marcy M. Slade as grantees

My commission expires:

Lisa Ward
Notary Public

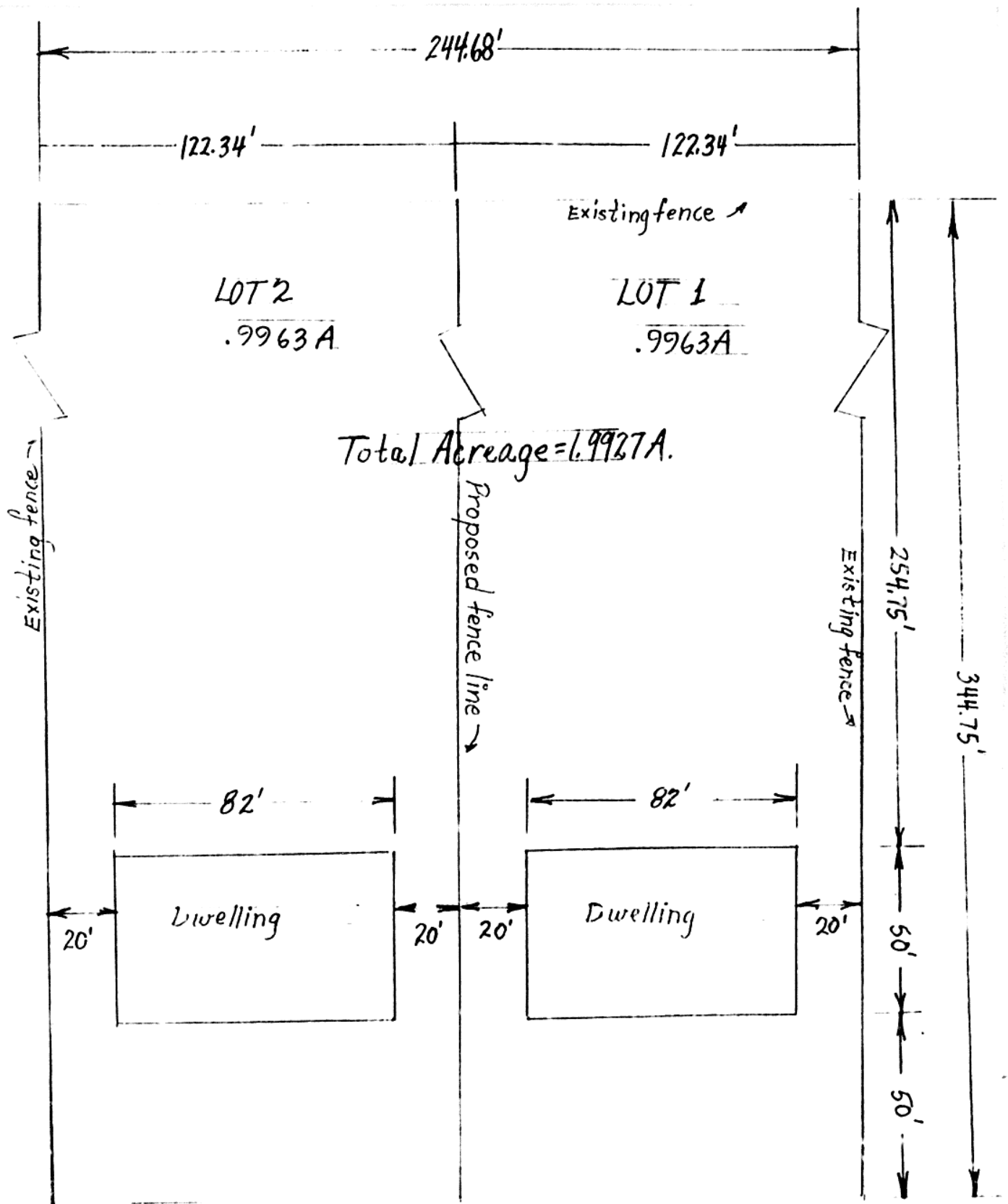


*Darwin Slade
2660 N. Mesa Dr.
Mesa, AZ 85201*

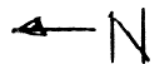
Subject: Variance

To Whom It May Concern:

The Red Mountain Freeway will be displacing my family. It will also take my parents who live next door to us. We have a handicapped child and need to live next to my parents. They take care of our 2 other children while we are out of town to Shriners' Hospital in Utah. We would like to relocate on a property east of us on Pioneer Street. The property is just short 16 feet to be able to split it and build 2 homes, one home for my parents, and another for myself. Many homes in the surrounding area are less than the required 130 feet frontage. I do not feel that the surrounding homes would be affected by granting a small variance of 8 feet per property.



Proposed Plot Plan
2551 N. Pioneer St



Scale $\frac{1}{8}" = 5'$

**CITY OF MESA
MINUTES OF THE ZONING ADMINISTRATOR HEARING
NOVEMBER 24, 1998**

Case No.: ZA98-152

Location: 2551 North Pioneer Street

Subject: Requesting a variance to create two lots with less than the minimum required area and width in the R1-43 district.

Decision: Approved as submitted.

Summary: Mr. Darwin Slade, owner, explained that the Red Mountain Freeway will be displacing his family from their current residence, as well as his parents who reside next door. They would like to build two new homes next to each other, so that they may continue to care for their family. Mr. Slade explained that he proposes to split this property into two lots. The property is 16' shy of being able to create two lots that meet the minimum width requirement for this zoning district. If the variance is granted, each lot will be 122' wide, which is 8' short of the minimum 130' requirement. He also pointed out that many lots in the area have less than 130' of frontage. Mr. Sheffield pointed out that if the lots are split as proposed, the owner will still have two buildable lots. Mr. Slade added that he has notified all surrounding property owners, and has received no objections to this request. This case was approved as submitted.

Finding of Fact: Approval of this variance will not be granting special favor to this site, since several other properties in the area are less than the minimum required width. This project will not have a negative impact on surrounding properties.



APPLICATION
Zoning Administrator/Board of Adjustment

Pre-App SH
Received _____

Property Address: 2551 N Pioneer St Zoning District: _____
Property Owner: James E. Boyle Applicant: Darwin J. Slade
Signature: James E. Boyle Signature: Darwin Slade
Address: 2415 N. Pioneer Address: 2415 N. MESA DR
Phone No.: 833-0134 Phone No.: 827-1264

Request: ☒ Variance ☐ Special Use Permit ☐ Interpretation ☐ Mod. of Ord

List Requests: (Be specific) _____

Items Required for a Complete Submittal

Failure to provide the items noted below will result in a delay of your hearing date.
(All drawings must be fully dimensioned and drawn to scale.)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Application Form | <input type="checkbox"/> Elevations |
| <input checked="" type="checkbox"/> Application Fee \$ <u>100-</u> | <input type="checkbox"/> Landscape Plan |
| <input checked="" type="checkbox"/> Site Plan | <input type="checkbox"/> Sign Plan (Existing and proposed) |
| <input type="checkbox"/> Floor Plan | <input type="checkbox"/> 8½ x 11" Transparencies (of all drawings) |
| <input checked="" type="checkbox"/> Justification/Compatibility Statement
(typewritten on separate sheet) | <input type="checkbox"/> Homeowner's Assoc./Architectural
Committee Written Approval |
| <input type="checkbox"/> Other _____ | |

Office Use Only

Zoning Administrator: _____ Hearing Date: 11-24-98 Case No.: ZA98152

☒ Approved ☐ Denied ☐ Withdrawn ☐ Continued to: _____
☐ Conditions As submitted

Board of Adjustment: _____ Hearing Date: _____ Case No.: _____

☐ Approved ☐ Denied ☐ Withdrawn ☐ Continued to: _____
☐ Conditions (see minutes)

Downtown Development Committee: _____ Meeting Date: _____

Council Appeal: _____ Hearing Date: _____

[Signature]
Zoning Administrator