

TOWN OF CAVE CREEK



SETTLED 1870 · INCORPORATED 1986

SUBDIVISION ORDINANCE

EFFECTIVE: March 10, 2011

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CHAPTER 1. PRINCIPLES AND POLICIES

SECTION 1.1 TITLE, INTENT, PURPOSE, APPLICABILITY AND SCOPE, ENFORCEMENT, INTERPRETATION, SEVERABILITY AND LIABILITY:

A. Short Title:

These regulations shall be known as the "Town of Cave Creek Subdivision Ordinance", which may be cited as such and will be referred to herein as "this Ordinance". All appendices, exhibits and/or maps attached to this Ordinance are hereby adopted and shall be incorporated herein as a part of this Ordinance.

B. Intent:

1. In their interpretation and application, these regulations are expressly tailored to the unique physical geography of the Town of Cave Creek ("TOCC or Town") so that the Town's development will be in harmony with the local natural environment.
2. The administration of these provisions is intended to protect the reasonable use and enjoyment by landowners of their property.

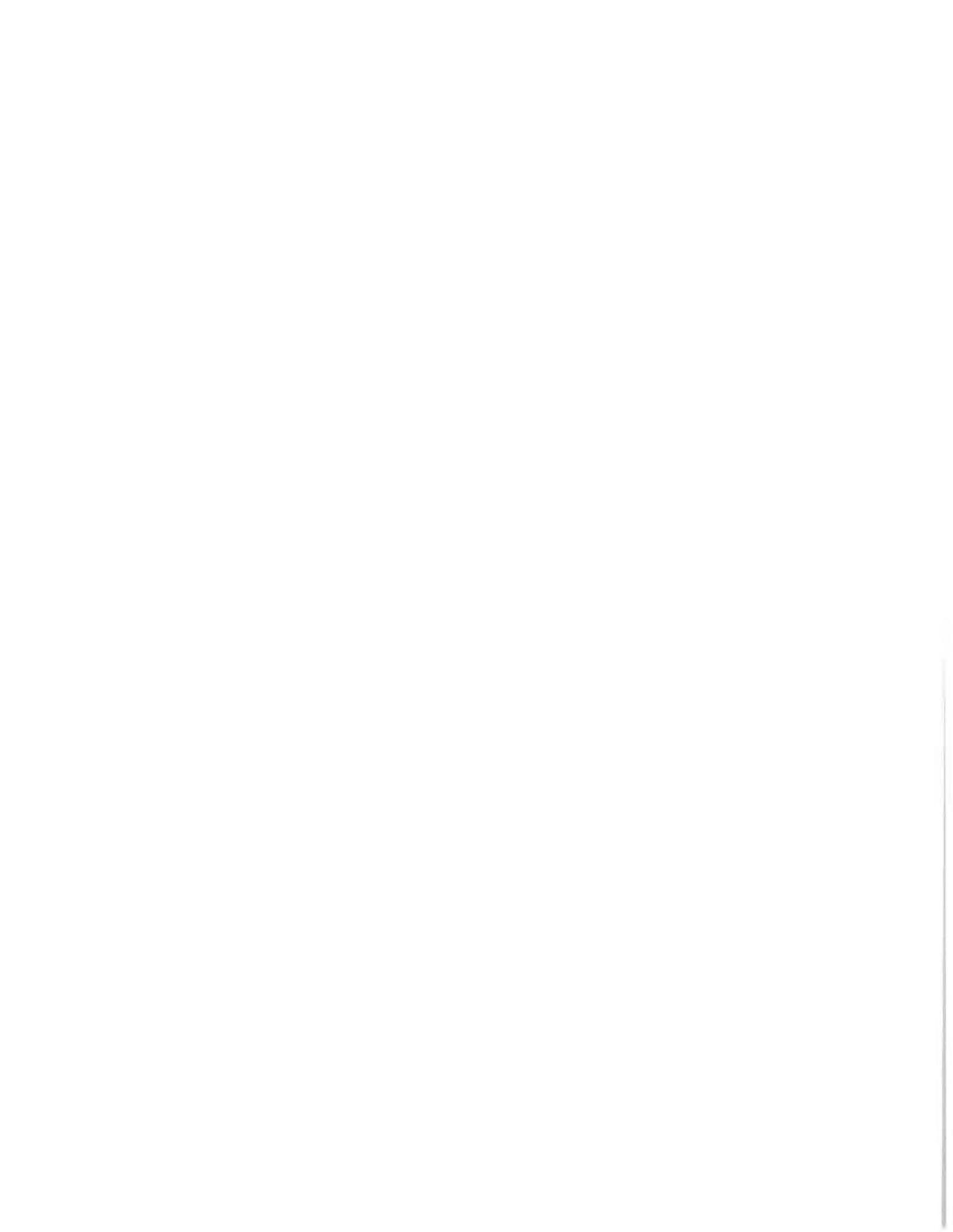
C. Purpose:

1. The purpose of these regulations are to:
 - a. Provide for the orderly growth and harmonious development of the Town in keeping with its diverse lifestyles, rural character and natural environment.
 - b. Advance the preservation of the natural environment and habitat.
 - c. Ensure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions, and public facilities.
 - d. Secure adequate provisions for water supply, drainage, sanitary sewerage, and other public services.
 - e. Provide for the preservation of sites for open space, recreation areas, trail systems and other public facilities.
 - f. Promote the conveyance of land by accurate legal description.
 - g. Provide efficient administrative procedures for the achievement of the above noted regulations.

D. Applicability and Scope:

1. Pursuant to Arizona Revised Statutes any land in the incorporated area of the Town of Cave Creek which may be classified under the definition of a subdivision shall be subject to all of the provisions of this Ordinance.
2. No person, firm, corporation or other legal entity shall sell, offer to sell, or divide any lot or parcel of land which constitutes a subdivision or part thereof, as defined herein without first having recorded a plat thereof in accordance with this Ordinance.
3. Provisions of this Ordinance are supplemental to those of the Arizona Revised Statutes.
4. No person or agent of a person shall subdivide any parcel of land within the Town into four (4) or more parcels, or, complete Lot Splits, Lot Line Adjustments/Assemblages or other minor subdivisions, except in compliance with this Ordinance.
5. No person subsequent to the adoption of this Ordinance shall offer for recording, in the office of the Maricopa County Recorder, any deed conveying a parcel of land, or interest therein, unless such a parcel of land has been subdivided, or otherwise created, in compliance with the rules set forth in this Ordinance.
6. No lot within a subdivision created prior to the effective date of this Ordinance or approved by the Town of Cave Creek Town Council ("Council") under the provision of this Ordinance shall be further divided, rearranged, or reduced in area, nor shall the perimeter boundaries of any subdivision, or any lot within a subdivision, be altered in any manner without the approval of the Council as provided for in this Ordinance.
7. Where, in any specific case, different sections of this Ordinance or any other federal, state, county or Town ordinance, code, regulation or guideline specify different requirements, the more restrictive shall govern.
8. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall apply.
9. This Ordinance is intended to benefit the public as a whole and not any specific person or class of persons. Any benefits and detriments to specific individuals or properties resulting from the implementation, administration and enforcement of this Ordinance are incidental to the overall benefit to the whole community.
10. This Ordinance shall incorporate all Town adopted codes, and ordinances as they relate to all subdivisions of land within the incorporate areas of the Town.

11. The following Technical Design Guidelines are hereby adopted by reference:
 - a. TOCC Technical Design Guideline No. 1 – Grading and Drainage.
 - b. TOCC Technical Design Guideline No. 2 – Transportation.
 - c. TOCC Technical Design Guideline No. 3 – Utilities.
 - d. TOCC Technical Design Guideline No. 4 – Landscaping.
 - e. TOCC Technical Design Guideline No. 5 – Trails.
- E. Enforcement:
1. The Zoning Administrator of the Town shall interpret, apply and enforce the provisions of this Ordinance to further the promotion of the public health, safety, and general welfare.
 2. All officials and employees of the Town, who are vested with the authority to issue permits, shall only issue permits, record documents, conduct inspections or otherwise perform any duties or administrative actions that are in conformance with the provisions of this Ordinance.
 3. Unintentional breaches of the obligations of administration and enforcement imposed on the Town shall not be enforceable in tort.
- F. Interpretation:
1. The standards and restrictions established by this Ordinance shall be held as the minimum requirements for the promotion of the General Plan, and for the interpretation and administration of the subdivision regulations, standards, restrictions, uses, procedures, enforcement, fees, administration, and all other areas addressed herein.
 2. This Ordinance is not intended to:
 - a. Interfere with, abrogate, or annul any existing provisions of other laws or ordinances.
 - b. Interfere with, abrogate, or annul any private agreements between persons, such as easements, deeds, covenants, except that if this Ordinance imposes higher standards or a greater restriction on land than an otherwise applicable provision of a private agreement, the provisions of this Ordinance shall prevail.
 3. This Ordinance supersedes all other Subdivision Ordinances previously adopted by the Town.



G. Severability:

1. If any section, subsection, sentence, clause or phrase of this Ordinance is held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

H. Liability:

1. This ordinance shall not be construed to relieve from liability or lessen the responsibility of any person owning, controlling or developing any parcel of land for any damages to persons or property caused by defects or other conditions on, or arising from, the development of said parcel of land, nor does the Town assume any such liability by virtue of the reviews or permits issued under this ordinance.

SECTION 1.2 AMENDMENTS, APPEALS, EXCEPTIONS, RESUBDIVISION:

A. Amendment:

1. Amendments to this Ordinance may be requested by any person or agent of any person by filing an application with the Town's Planning Department. Amendments to this Ordinance may also be initiated by the Town Council ("Council") or the Planning Commission ("Commission").
2. The Council may amend the provisions of this Ordinance in such manner and to such extent, as the Council deems appropriate.
 - a. In amending the standards or requirements of this Ordinance, as outlined above, the Council may make such additional requirements as appear necessary, in its judgment, to secure substantially the objectives of the standard or requirement so amended.

B. Appeals:

1. A determination related to this Ordinance made by the Zoning Administrator may be appealed within ten (10) days to the Board of Adjustment ("Board") for review, affirmation, modification or reversal.
2. A request for an appeal of a determination made by the Zoning Administrator shall be made in writing to the Zoning Administrator who shall then schedule a public hearing before the Board to consider the request.

C. Exceptions:

1. A request for an exception from one or more of the requirements of this Ordinance shall require an exception request application to be submitted to the Zoning Administrator. A separate exception request application shall be submitted for each requested exception. The Zoning Administrator shall schedule a public hearing before the Commission to consider the request(s).

The Commission shall forward its recommendation on the request to the Council. The Council, after holding a public hearing, shall make the final decision based upon the following:

a. Where, it is the determination of the Council after consideration by the Planning Department and the Commission, there exists extraordinary conditions of:

- 1) Topography;
- 2) Land ownership;
- 3) Adjacent development; or
- 4) Other circumstances not provided for in these regulations.

2. The Preliminary Plat or Final Plat application, which includes or is the subject of an exception request, shall not be considered by the Council until all associated exception requests have been either approved or denied.
3. A separate vote shall be taken for each exception request by the Commission and Council. No exception shall be allowed or vest without such a vote.
4. All approved exceptions shall be notated on the cover sheet of the associated Final Plat.

D. Re-subdivision:

1. Amending an approved subdivision, Preliminary Plat, or Final Plat is considered a re-subdivision and must follow the same approval procedures as the original request.

SECTION 1.3 SUBDIVISION DESIGN PRINCIPLES AND POLICIES:

A. Overview:

1. The Town considers subdivision design to be an integral part in the implementation of the goal and objectives as adopted in the Town's General Plan.

Required subdivision design standards protect and provide for the following:

- a. Respect for the carrying capacity of the land.
- b. Working in concert with the natural topography of the site.
- c. Preservation of environmental resources such as wildlife habitats & corridors.
- d. Conservation of native vegetation and water resources.
- e. Protection of natural water courses.
- f. Establishment of public rights-of-way and utility easements.
- g. Development of public services infrastructure.

CHAPTER 2. PLANNING STANDARDS AND PROCEDURES

SECTION 2.1 PROCESS:

The preparation, submittal, review and approval of all subdivision plats located in the Town of Cave Creek ("Town") shall proceed through the following three-step process: Pre-Application, Preliminary Plat and Final Plat.

SECTION 2.2 PRE-APPLICATION:

A. Purpose:

The first step of the three-step process affords the subdivider the opportunity to discuss the proposed subdivision informally with the Town of Cave Creek's Planning Department in order to obtain direction prior to incurring the expense of Preliminary Plat preparation.

B. Submittal Requirements:

1. The subdivider shall schedule an informal meeting with the Town's Planning Department after providing the Planning Department with a general outline of the proposal in the form of the following:
 - a. A legal description of the land proposed to be developed.
 - b. The zoning of the land proposed to be developed.
 - c. Sketch plans showing the proposed land use, street layout, lot arrangement, the anticipated lot sizes and the site topography at two foot (2') contour intervals.
 - d. Proposals for water supply, wastewater disposal, drainage, trails, and on-site and off-site street improvements.
 - e. A map delineating potentially environmentally sensitive areas along with a conceptual treatment plan for the environmentally sensitive lands, such as riparian habitats, natural open space, native vegetation stands and archaeological remains.

C. Review Process:

1. The Town staff shall discuss the proposal with the subdivider and advise him/her as to procedural steps, design and improvement standards, and general plat requirements. Prior to the pre-application meeting the Town staff shall:
 - a. Determine the necessity for a zoning change and advise the subdivider.

- b. Assess the adequacy of existing infrastructure.
- c. Inspect the site to determine relationship to streets, utility systems, and adjacent land uses, noting any unusual aspects thereof such as, topography, utilities, flooding, stands of native or riparian vegetation, habitat and existing trails.

D. Concluding Criteria:

The pre-application step shall conclude with specific directions to the subdivider for the further processing of the proposed subdivision. The Town staff's comments/directions do not bind the Town, and the subdivider should expect that additional issues will likely be raised by the Town at later stages in the process.

E. Findings:

- 1. As a result of the Town staff's investigation, specific findings of unique or extreme site conditions shall be noted and communicated to the subdivider as issues that need to be addressed in the Preliminary Plat submittal. Those findings may include, but are not limited to, the following:
 - a. Certain lands may not be appropriate for some land use intensities, by reason of adverse topography, propensity for flooding, unstable soils, subsidence, lack of access to public right-of-way, water or other hazards to life or property.
 - b. Special treatments pertaining to lot size, grading, preservation of natural drainage, access for emergency vehicles or general traffic, utility extensions that are deemed necessary for public health, safety or general welfare with respect to the potential site development.
 - c. Opportunities or requirements for protecting natural resources such as wildlife habitats, natural vegetation, trail access, archaeological sites and scenic views.

SECTION 2.3 PRELIMINARY PLAT:

A. Procedural Prerequisites:

The Preliminary Plat shall not be processed unless it meets the specific requirements for the zone in which it is located.

B. Intent:

The Preliminary Plat step includes the detailed planning, submittal, review and approval of the Preliminary Plat. This step is intended to resolve major issues pertinent to the land's developability according to the Town's ordinances, policies and specific environmental issues. To avoid delay in processing the application, the subdivider shall provide the Planning Department with all information necessary to determine the character and general acceptability of the proposed subdivision.

C. Requirements:

1. The Preliminary Plat shall be prepared, certified and stamped in accordance with the Town of Cave Creek Subdivision Ordinance ("this Ordinance") and applicable Arizona State statutes.
2. Each Preliminary Plat shall provide for compatibility with existing and future adjacent land uses by utilizing setbacks or open space and trail easements to buffer a more intense land use from a less intense land use.
3. The Preliminary Plat shall be reviewed by the Town's Planning Department for completeness. The Planning Department will not accept an incomplete application.

D. Duration of Preliminary Plat Approval:

1. Preliminary Plat approval is valid for a period of twelve (12) months from the date of the Town Council ("Council") approval.
2. The Council may grant one six (6) month extension of the Preliminary Plat approval upon the written request of the subdivider. An extension request shall be made prior to expiration date of the subject Preliminary Plat.

E. Materials Required at the Time of Submittal:

1. Seven (7) 24" X 36" copies of the Preliminary Plat. Copies shall be reproduced in black ink on white bond paper. The subdivider should expect that additional copies will be required at later stages of the process.
2. One (1) 8 ½" x 11" copy of the Preliminary Plat submittal.
3. Other required supporting documentation as outlined herein, including but not limited to the following:
 - a. Draft copy of the Assured Water Supply Submittal documentation and Water Master Plan demonstrating source of water supplied from a source other than existing Town water supplies. (Amended by Ord. O2018-02)

- b. For projects utilizing on-site waste water disposal systems, the subdivider's engineer shall provide a letter outlining the proposed on-site waste water system and include supporting documentation, i.e. analysis, test results, and technical data.
4. The required application fees.
5. An electronic copy of required documents shall be submitted with the application.

F. Form of Presentation:

The information required for Preliminary Plat submittal shall be shown graphically or by notes on plans, or by letter, and may consist of several sheets showing various elements of required data.

The Preliminary Plat shall be drawn in black ink measuring 24 "x 36" with a left margin of 2" and to an accurate scale that depicts the plat in its entirety on one single sheet.

G. Identification and Descriptive Data:

Materials shall include the following:

1. The proposed name of the subdivision and its location by section, township, range, and a reference by dimension and bearing to a section or ¼ section corner.
2. The name, address, phone number and registration number of the seal of the Arizona registered civil engineer or registered land surveyor preparing the Preliminary Plat.
3. The name, address, and phone number of the subdivider, owner, or, if a corporation, the principals.
4. The scale, north arrow, and date of preparation including the dates of any subsequent revisions.
5. A location map showing the relationship of the proposed subdivision to main traffic arteries and any other landmarks, which help to locate the property. This map may be on the Preliminary Plat, but if that is not practical, a separate location map showing title, north arrow, scale and date shall be provided.
6. The permitted development envelope for each lot as determined by the applicable zoning district requirements.

H. Existing Conditions Data:

Complete information regarding the physical and legal status of the site is required, including but not limited to:

1. The Topography by contours related to USC&GS survey datum, or other datum approved by the Town Engineer.
 - a. The site topography shall be shown on the same map as the proposed subdivision layout.
 - b. Contour intervals shall be provided as necessary to describe topographic conditions on site.
2. The location of existing fences, structures, water wells, streams, canals, irrigation structures, private ditches, washes, or other water features; direction of flow; location and extent of areas subject to inundation, whether such inundation be frequent, periodic, or occasional; and all environmentally sensitive areas.
3. Location, widths and names of all public rights-of-way, utility rights-of-way of public record, public easements, public areas, and municipal corporation lines within, adjacent to and/or extending from the parcel(s).
4. Location of all existing improvements on adjacent public rights-of-way and private property, including utility lines and grading or drainage structures.
5. Location of known historical sites, archaeological sites, abandoned mine sites and trail systems within, adjacent to and/or extending from the parcel(s).
6. Name, book, and page numbers of any recorded adjacent subdivisions or other private property having a common boundary with the parcel(s).
7. Note the existing zoning classification of the subject parcel and adjacent parcel.
8. By note, the square footage and acreage of the subject parcel(s).
9. Complete boundary dimensions of the parcel(s) to be subdivided.
10. Engineers' calculations and estimated values for each tributary storm runoff for ten (10) year, fifty (50) year and one hundred (100) year frequency storms; the values are to be indicated along the boundary of the plat for all points of drainage entering and exiting the property.

11. Preliminary Native Plant Survey and Native Habitat Assessment (see the Town of Cave Creek Technical Design Guideline No. 4 – Landscaping for regulations).
12. When applicable, on-site wastewater system suitability tests supported by a certified engineering opinion that the land will support on-site wastewater systems for the proposed residential density and would not negatively impact existing wells in the area.

I. Proposed Conditions Data:

Proposed site improvements, parcelization, development intensity and compliance with applicable safety and health requirements shall be indicated, including:

1. Street layout, including location, width, and curve radii; proposed street names; crosswalks; and connections to adjoining platted parcels.
2. Typical lot dimensions (scaled); dimensions of all corner lots and lots located on curvilinear sections of streets; each lot numbered individually; and a table indicating the total number of lots or dwelling units.
3. The designation of all land to be dedicated or reserved for public use and/or trails system with the use and the total open space square footage/acreage calculation indicated.
4. The designated environmentally sensitive areas that will be protected by dedication as tracts to the Homeowner's Association or Town recognized conservation organization in perpetuity for maintenance purposes. If dedication is not feasible, such environmentally sensitive land areas shall be protected by a conservation easement.
5. Proposed multi-residence, and/or commercial land uses shall be clearly identified along with the underlying zoning.
6. The proposed number of development units, including the individual and average lot sizes (in square feet).
7. The frontal lot width dimensions for each lot located within the subdivision, as measured at the required front setback.
8. The proposed storm water disposal system along with preliminary calculations and the layout of proposed drainage system. All drainage system designs shall be in accordance with the Maricopa County Flood Control requirements.

9. Compliance with the rules and requirements of the Maricopa County Flood Control Ordinance relating to the construction or prevention of construction of streets in land established as being subject to periodic inundation; the Arizona Department of Transportation (ADOT) relating to provisions for safety of, ingress and egress to abutting State primary highways; the State of Arizona Health Services Department, the Maricopa County Environmental Services Department or the Town of Cave Creek relating to the provision of domestic water supply and wastewater disposal.
 10. Subdivisions that contain eight (8) or more units shall provide to the Town a traffic study that includes, but is not limited to, information identifying existing traffic volumes on adjacent streets, proposed traffic volumes after the build-out of the subdivision, and proposed methods of ingress and egress to the development.
- J. Proposed Utility Methods:
- Statements shall appear on the plat as to the type, source, location of Town water lines and infrastructure to provide service to the subdivision and adequacy of water supply; wastewater disposal; electric and gas supply; and service for telephone, garbage removal and, if applicable, cable television. (Amended by Ord. O2018-02)
- K. Preliminary Plat Review:
1. Upon receipt of the Preliminary Plat, the Planning Department shall distribute copies for review to: The Town Engineer, Utilities Manager and other appropriate Town staff; the public/private fire department; the Maricopa County Health Department; the Maricopa County Flood Control District; the Cave Creek Unified School District; Arizona Department of Transportation; utility companies; the Cave Creek Postmaster; and other agencies as appropriate.
 2. Reviewing agencies shall be requested to transmit their comments/recommendations to the Planning Department in written form. The Planning Department shall condense the reviewing agencies comments/recommendations, prepare a Case Summary regarding the project and present it to the Planning Commission ("Commission").
- L. Preliminary Plat Approval:
1. Planning Department Review:

The Planning Department shall schedule the Preliminary Plat before the Commission for review and recommendation. Scheduling is conditional upon the completion of departmental reviews and the finding that the Preliminary Plat submittal is complete.

2. Planning Commission Review:

The Commission may recommend approval or denial of the Preliminary Plat, or recommend approval with conditions; or, if the Commission finds that the Preliminary Plat requires major revisions, the plat may be continued pending re-submittal.

3. Town Council Consideration:

Upon receipt of a Commission recommendation, the Preliminary Plat shall be scheduled for Council consideration, at which time, the Council may approve or deny the Preliminary Plat or approve it with conditions.

SECTION 2.4 FINAL PLAT:

A. Intent:

The Final Plat is the last stage in the subdivision approval process. At this stage the subdivider is responsible for the delineation and dedication of all public rights-of-way and easements, dedication of other public lands, and final lot and block configuration. In addition, all public improvements associated with the subdivision are identified and the subdivider is required to enter into an agreement with the Town, which guarantees that the appropriate infrastructure improvement costs are borne by the subdivider.

B. Preliminary Plat Required First:

1. The approval of a Final Plat shall not be considered until the Preliminary Plat has been approved by the Council and all associated Conditions of Approval of the Preliminary Plat have been satisfied.
2. The Final Plat approval process shall not be used to revise the approved Preliminary Plat or the associated Conditions of Approval. All material changes to the Preliminary Plat, or to the Conditions of Approval, shall be approved through the amendment of the Preliminary Plat. The amendment process shall include the re-submittal of the Preliminary Plat before the Planning Commission for recommendation.
3. Any amendments to the Preliminary Plat shall be processed prior to the submittal of the Final Plat.
4. The Town's Zoning Administrator may approve minor, non-material, changes to the Preliminary Plat including up to a ten (10) percent reduction in the number of proposed lots.

5. Only residential lots sold pursuant to a Final Plat and commercial lots will be issued a letter from the Town of Cave Creek confirming the provision of water service. No other residential lots will be issued a letter from the Town of Cave Creek confirming the provision of water service. (Amended by Ord. O2018-02)

C. Requirements:

1. The Final Plat shall conform in all respects to the approved Preliminary Plat.
2. The Final Plat shall be prepared, certified, and stamped in accordance with this Ordinance and Arizona State statutes.
3. Final Plats for subdivisions that are located in Desert Rural (DR) zones, as defined by the Town's Zoning Ordinance shall provide a notation that states:

"All lots within the subdivision containing not less than two (2) contiguous acres are subject to the provisions governing ranch uses and ranch animals as contained in the Town of Cave Creek's Zoning Ordinance."

D. Conformance with Preliminary Plat:

1. The Zoning Administrator shall review the Final Plat submittal so as to determine whether there are any material differences from the approved Preliminary Plat.
2. If material differences are found, the associated application shall be determined to be incomplete and shall not be accepted. A detailed list of the material differences shall be provided to the subdivider.

E. Procedural Prerequisites:

The Final Plat shall conform to all Town land use regulations and infrastructure improvement requirements and shall include proper acknowledgment of all real property rights necessary for protecting public interests and private title.

1. Easements:

The subdivider shall indicate on the Final Plat the location and widths of all required easements.

- a. The following notation shall be placed upon all Final Plats that provide for utility easements:

"No structure of any kind shall be constructed or placed within or over the utility easements except: utilities; wood, wire, or removable section type fencing; asphalt paving, and/or native grass. It shall be further understood that the Town of Cave Creek shall not be required to replace any obstructions, paving or planting that must be removed during the course of maintenance, construction or reconstruction."

- b. The following notation shall be placed on all Final Plats that provide for drainage easements:

"Natural, unimpeded drainage is preferred wherever practical. No structure of any kind shall be constructed or any vegetation neither planted nor be allowed to grow within, on or over the drainage easement, which would act to obstruct or divert the flow of storm water. The Town of Cave Creek may construct and/or maintain drainage facilities on or under the easement."

2. Dedication and Acknowledgment:

The Final Plat shall contain a statement dedicating all streets, crosswalks, drainage ways, trails, pedestrian ways, and other easements for public use by the person or persons holding title of record, by persons holding title as vendees under land contract and spouses of said parties.

- a. The dedication shall include the written location by section, township and range of the subject tract(s).
- b. If dedicated lands are mortgaged, the mortgagee shall sign the Final Plat.
- c. If private access ways, located on the Final Plat, contain public utilities, including refuse collectors, the Town shall reserve the right to install, conduct and maintain the utilities.
- d. The execution of the dedication shall be certified by a notary public.

3. Required Materials:

The subdivider shall file, at a minimum, the following materials with the Planning Department:

- a. The completed Final Plat application form.
- b. Seven (7) 24" x 36" copies of the Final Plat. The subdivider should expect that additional copies will be required at later stages of the process.

- c. Two (2) 24" x 36" Mylar copies of the Final Plat suitable for recordation (when so noticed by the Planning Department).
- d. One (1) 8 ½" x 11" copy of the Final Plat.
- e. The Project Narrative (8 ½" x 11").
- f. A Letter of Transmittal.
- g. The Final Plat application fee.
- h. Associated infrastructure improvement plan review fees in accordance with the Council approved fee schedule.
- i. An electronic copy of required documents shall be submitted with the application.

4. Form of Presentation:

Maps and plats that exceed a size of 8½" x 14" shall be subject to the following restrictions:

- a. Copies of the Final Plat shall be reproduced in the form of black line prints on a white bond paper.
- b. The subdivision Final Plat shall be drawn in black ink measuring 24" x 36" with a left margin of 2" and to an accurate scale that depicts the plat in its entirety on one single sheet.
- c. All other maps or graphics shall be drawn in black ink on white bond paper measuring 24" x 36" with a left margin of two inches, drawn to a scale not to exceed forty (40) feet to the inch.

5. Identification Data:

The following identification data shall be required as a part of the Final Plat submittal.

- a. A title, which includes the name of the subdivision and its location by the number of the section, township, range, Town and county.
- b. Name, address, phone number and registration number of the seal of the Arizona registered civil engineer or registered land surveyor preparing the Final Plat.
- c. Scale, north arrow, and date of Final Plat preparation.

6. Survey Data:

The following survey data shall be required:

- a. The corners of the subdivision shall be located on the monument lines of abutting streets; boundaries of the parcel(s) to be subdivided shall be fully balanced, closed and show all bearings and distances as determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.
- b. Any excepted parcel(s) within or surrounded by the Final Plat boundaries shall be noted as "not a part of this subdivision" and shall be shown with all bearings and distances of the excepted parcel(s) as determined by an accurate field survey. All dimensions shall be expressed in feet and decimals thereof.
- c. The location and description of cardinal points to which all dimensions, angles, bearings and similar data on the plat shall be referenced. Each of two separate corners of the subdivision traverse shall be tied by course and distance to separate section corners or quarter-section corners. Subdivision boundary and lot closure and area calculations shall be submitted to the Town by the certifying land surveyor.
- d. The location of all physical encroachments upon the boundaries of the parcel(s).
- e. The subdivider shall provide the Town with an American Standard Code for Information Interchange (ASCII) file that is used for Coordinate Geometry (COGO) closure within thirty (30) days of Final Plat approval. Failure to provide the above shall result in the denial of the issuance of permits.

7. Descriptive Data:

The following descriptive data shall be required:

- a. The name, right-of-way lines, courses, length and width of all public streets, and crosswalks, radii, point of tangency, and central angles of all curvilinear streets and alleys; radii of all rounded street line intersections.
- b. All drainage easements shall be shown on the Final Plat.
- c. All lots shall be numbered by consecutive numbers throughout the Final Plat.

- d. All tracts and parcels shall be designated, lettered, or named and clearly dimensioned.
 - e. The location, dimensions, bearings, radii, arcs, and central angles of all tracts to be dedicated to the public with their use clearly indicated.
 - f. The location of all adjoining subdivisions with name, book, and page number of recording noted, or if unrecorded, so marked.
 - g. Any proposed private deed restrictions to be imposed upon the Final Plat or any part or parts thereof pertaining to the intended use of the land shall be noted on the Final Plat.
 - h. All existing private easements within, on or over the Final Plat shall be indicated, dimensioned, and noted as to their designated use.
 - i. Conditions, Covenants and Restrictions (CC&R's) shall be submitted for Town review for all subdivisions having common areas, homeowners' groups or other assessment entities in accordance with Arizona State statutes. Review of the CC&R's shall not under any circumstances be deemed approval of the CC&R's by the Town.
 - j. The Native Plant Survey, together with revegetation plans, conservation easements, and habitat preservation areas.
 - k. The location of any existing historical and/or archaeological sites.
 - l. A Certificate of Assured One Hundred (100) Year Water Supply issued by the Arizona Department of Water Resources.
 - m. The permitted development envelope for each lot as determined by the applicable zoning district requirements.
8. Final Plat Review:

The Planning Department, upon receipt of the Final Plat submittal, shall record the receipt, the date of filing and check the Final Plat Submittal for completeness.

- a. Reviewing Agencies:

Upon finding the Final Plat submittal to be complete, the Planning Department shall review the Final Plat for substantial conformity to the approved Preliminary Plat and refer copies of the Final Plat to the following agencies: the Town Engineer, the Town Utilities Manager and other appropriate Town staff; the Maricopa County Environmental

Services Department, for approval of sewage disposal plans; the Arizona Department of Transportation or the Maricopa County Department of Transportation for approval when the plat abuts a State or County Highway.

b. Consolidated Recommendation:

The Planning Department shall assemble the recommendations/comments from the reviewing agencies and prepare a staff summary consolidating the reviewers' recommendations/comments.

9. Final Plat Approval:

The Town Clerk shall place the Final Plat on the consent agenda of a regular Council meeting, whereupon the Council shall address approval of the Final Plat.

- a. Town Council Approval: Upon Council approval of the Final Plat, the Mayor may sign the Final Plat document. The Town Clerk shall attest to the approval.
- b. Town Council Certification: When the Certificate of Approval by the Council has been transcribed on the Final Plat, the Planning Department shall retain the record copy until the Town Engineer certifies that the subdivision has been staked and the engineering plans, containing the seal of an Arizona registered civil engineer or registered land surveyor, have been approved.
- c. Engineering/Surveying Certification: An Arizona registered civil engineer or registered land surveyor shall certify that the Final Plat is correct and accurate and that the lot corners will be set in accordance with the recorded Final Plat within one year of the date of Town Council approval and prior to any lot sales.
- d. Infrastructure Financial Assurances: Infrastructure Financial Assurances shall be posted within one (1) year of the date of Council approval and prior to the recordation of the Final Plat and/or the issuance of any permits. Failure to post the assurance will require the applicant to acquire an updated Engineer's cost estimate.
- e. Recordation: The Planning Department shall cause the Final Plat, including associated Conditions of Approval and exhibits, to be recorded in the office of the Maricopa County Recorder after the Final Plat has been approved, all required signatures obtained and the Financial Assurances approved and accepted.

- f. Duration: The Final Plat shall be valid for a period of three (3) years from the date of Council approval. If the subdivision has not commenced within that period, the subdivider must start the subdivision review process anew, proceeding through the Pre-Application, Preliminary Plat and Final Plat stages.
- 10. Expansion or Modification: Expansion or modification beyond the approved exhibits shall void the Final Plat approval and require a new application and approval.
- 11. Compliance: A Final Plat approval does not constitute the approval of required improvement plans, including but not limited to; roadway plans, trail plans, landscape plans, grading & drainage plans, utility plans, etc. Compliance with the requirements of all applicable codes and ordinances of the Town of Cave Creek shall apply.

SECTION 2.5 REQUIRED CERTIFICATION, SIGNATURE, AND NOTES:

A. Required Certification, Signature, and Notes:

Multiple notations are required to appear on a Final Plat. The notations that are standard on every Final Plat include, but are not limited to the following:

- 1. Assurance Statement as follows:
"Assurance Statement:
Assurance in the form of a _____, issued from _____, in the amount of \$ _____ has been deposited with the Town to guarantee construction of the required subdivision improvements."

- 2. Conveyance and Dedication Statement as follows:

"Conveyance and Dedication:

Know all men by these present that (owner's name), as owner, has subdivided (or re-subdivided) under the name of (name of subdivision), (add section, township and range) of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as shown platted hereon, and hereby publishes this plat as and for the plat of said (subdivision name), and hereby declares that said plat sets forth the location and gives the dimensions of all lots, easements, tracts and

streets constituting the same, and that each lot, tract and street shall be known by the number, letter and name given each respectively, and that (owner's name), as owner, hereby dedicates to the public for use as such the streets and hereby grants to the public the drainage and public utility easements as shown on said plat. In witness (owner's name), as owner, has hereunto caused its name to be signed and the same to be attested by the signature of (owner or designated signatory and title).

By: _____ Date: _____

3. Notary Acknowledgement Statement as follows:

"Notary Acknowledgement:

State of Arizona)
)ss
County of Maricopa)

On this, the _____ day of _____, 2____ (year), before me the undersigned personally appeared _____ (name), _____ (title) who acknowledges that he/she executed the foregoing instrument for the purposes contained therein.

Notary Public

My Commission Expires"

4. Town Approval Signature Block as follows:

"Town Approval:

Subdivision Ordinance

Chapter 2

Approved by the Town Council of Cave Creek, Arizona, this _____ day of _____, _____.
(Month) (Year)

By: _____ Attest: _____
Mayor Town Clerk

Department Approvals:

This plat was found to be in accordance with the Town Council approval.

By: _____
Town Engineer Date

By: _____
Director of Planning Date

SECTION 2.6 LOT PLANNING:

A. Requirements and Standards:

1. All lots and/or parcels shall meet the minimum width, depth, frontage, lot size and all other requirements of the specific zone(s) in which the subdivision is located.
2. No individual lot and/or parcel shall be divided by a municipal or county boundary line, a public road or street, or a private road or street, which can legally be used by more than the owner of said lot or parcel.
3. No remnants of property shall be left in the proposed subdivision.
4. Residential corner lots shall be sized so as to provide for larger required side yard setbacks.
5. All lots and/or parcels shall be capable of being built upon.
6. Flag lots or parcels shall not be allowed.

7. The buildable area of a lot shall be defined by the associated yard setbacks. Yard setbacks shall be depicted for each lot on the Final Plat.

B. Shape:

1. Where practical, lots and/or parcels shall be rectilinear in shape.
2. Lots and/or parcels adjoining an arterial or collector road should be designed so as to provide added protection from noise, air pollution and the visual impacts of neighboring traffic.
3. Single residence lots and/or parcels shall not have a width to depth ratio greater than one to three (1:3).

C. Elevations:

1. The architectural elevation and siting features of any residence in a single residence subdivision shall be substantially different from any other residence, building or structure located adjacent to or across the street from the subject residence. Such features include, but are not limited to, the following:
 - a. Building setbacks from streets.
 - b. Front window sizes, types and placement.
 - c. Location of the front entrance, porch, chimney and garage.
 - d. Roof design, materials and dimensions (length, width, height, etc.)
 - e. Material colors and the color palette.

The reversing of the floor plan does not constitute a change in elevation.

D. Lot Lines:

1. When practical side yard lot lines shall be designed at right angles or radially to street lines and be straight lines unless otherwise dictated by topography.
2. When practical rear yard lot lines should be designed so as to avoid acute angles with side yard lot lines and be straight lines unless otherwise dictated by topography.

E. Access:

1. All lots or parcels shall front onto and take access from a dedicated and accepted public street classified as and developed to local, collector or arterial street standards. The public street shall connect to the publicly dedicated and accepted street system.
2. All street designs shall comply with the requirements as contained within the Town's Technical Design Guideline No. 2 - Transportation.
3. The layout of all subdivision streets shall be in conformance with the Town's General Plan - Circulation Element.
4. All subdivisions containing eight (8) or more lots and/or parcels shall provide for an alternative vehicle access in addition to the development's primary access.

F. Double Frontage Lots:

Residential lots and/or parcels extending through the block and having street frontage on both the front and rear lot lines shall not be permitted.

G. Development Envelopes:

The development envelopes of lots and/or parcels located within the Desert Rural (DR) zones shall not encroach into the twelve (12) foot Native Habitat Corridor (NHC).

H. Lots Fronting Arterial Roads:

Lots and/or parcels fronting on arterial streets shall be prohibited.

CHAPTER 3. CONDOMINIUM DEVELOPMENT

SECTION 3.1 APPLICATION:

A. Processing:

The processing of Preliminary Plats and Final Plats for condominium developments/subdivisions shall follow the procedures set forth in this Ordinance.

B. Required Information:

Preliminary Plat and Final Plat Submittals for condominium developments/subdivisions shall provide all of the information required for Pre-Application, Preliminary Plats and Final Plats as set forth in this Ordinance or as otherwise specified by the Planning Department.

C. Procedures:

Condominium development and condominium conversions shall follow all procedures and requirements set forth in this Ordinance for Pre-application, Preliminary Plats and Final Plats.

D. Additional Information Required:

1. Location, height, gross floor area and proposed uses of each existing and proposed structure.
2. Location, use and type of surfacing of all open storage areas.
3. Location and type of surfacing of all private access ways, driveways, sidewalks, trails, vehicle parking area and curb cuts.
4. Location, height and type of materials for walls or fences.
5. Location of all landscaped areas, type of landscaping, irrigation plans and a statement specifying the method by which the landscaping areas shall be maintained.
6. Location of all recreational facilities and a statement specifying the method of their maintenance.
7. Location of parking facilities to be used in conjunction with each dwelling.
8. Location, elevations, type and color of materials to be used and methods of illumination for signs.
9. Architectural elevations may be required at the discretion of the Zoning Administrator.

10. The type of materials used in construction, as well as the method used to provide sound insulation/attenuation in all common walls.
11. Additional information as may be required by the Zoning Administrator.
12. The designation of all commonly owned property, including buildings.

SECTION 3.2 RECORDATION:

The recordation of Final Plats for condominiums shall be processed as outlined within this Ordinance.

CHAPTER 4. ENGINEERING STANDARDS AND PROCEDURES

SECTION 4.1 ON-SITE SEWAGE DISPOSAL SYSTEMS:

A. Requirements:

1. Individual on-site sewage disposal systems shall comply with all Maricopa County Department of Environmental Services requirements.
2. Individual on-site sewage disposal systems shall meet the following Town of Cave Creek ("Town") requirements:
 - a. Individual on-site sewage disposal systems shall not be located within a wash or stream channel.
 - b. All individual on-site sewage disposal systems shall be located within the buildable area of the lot or parcel.
 - c. System suitability testing excavations shall be entirely enclosed with construction fencing six (6) feet in height and securely covered so as to mitigate hazardous conditions.
 - d. Upon completion of testing, all excavations shall be completely filled in and compacted prior to removal of the construction fencing materials.
 - e. System suitability tests shall be in strict compliance with applicable Arizona State Revised Statutes ("ASRS") and regulations.

SECTION 4.2 GRADING AND DRAINAGE PLANNING:

A. Subdivision Requirements and Standards:

1. Grading and drainage designs shall comply with the requirements as contained within the Town's Technical Design Guideline No. 1 – Grading and Drainage.
2. The mass grading of any tract is prohibited.
3. Prior to the initiation of any grading or grubbing activity, a six (6) foot high construction fence shall be erected to completely enclose the buildable area and shall be maintained until the completion of construction.
4. Areas outside of the buildable area shall be identified as undisturbed open space and left in a natural state.

5. An approved grading and grubbing permit shall be clearly posted on the property a minimum of four (4) days prior to the commencement of any grading or grubbing.
6. At the time of the Preliminary Plat submittal, the subdivider shall provide a preliminary drainage system design encompassing the entire proposed subdivision.
7. Drainage system design plans shall be prepared in accordance with applicable Arizona State Revised Statutes ("ASRS") and regulations.
8. At the time of the Final Plat submittal, the subdivider shall provide the final drainage design for the proposed subdivision to the Town Engineer for review and approval.
9. Cut and fill slopes for the subdivision streets shall be contained within the public rights-of-way or associated easements.
10. Slope maintenance easements for public rights-of-way or access easement cut and fill slopes may be required by the Town Engineer.
11. Excavated material shall be removed from the premises, contained behind retaining walls, or placed so that the material will not be visible from any public right-of-way. Storing of excavated material on a platted parcel or lot is prohibited.
12. Prior to issuance of subdivision infrastructure building permits by the Town, a copy of a Sediment Control Permit issued by the Arizona Department of Environmental Quality ("ADEQ") or Environmental Protection Agency ("EPA") Region 9 for the proposed subdivision, shall be submitted to the Town Engineer.

SECTION 4.3 LANDSCAPE PLANNING:

A. Conservation Plan:

1. The Preliminary Plat submittal shall include a Landscape Conservation Plan for the entire proposed subdivision.
2. The Landscape Conservation Plan shall comply with the requirements as contained within the Town's Technical Design Guideline No. 4 – Landscaping.

B. Revegetation Plan:

1. A Plant Revegetation Plan that includes on-site and off-site roadway rights-of-way and utility easements shall be required at time of Final Plat submittal.
2. The revegetation plan shall comply with the requirements as contained within the Town's Technical Design Guideline No. 4 – Landscaping.

C. Plant Material Failure:

The subdivider shall be responsible for the replacement of all dead plant materials with healthy plants and trees. Landscape punch list items not corrected to the Town's satisfaction within sixty (60) days of written notice, by the Town, shall cause the Town to correct said deficiency at the subdivider's expense using the warranty maintenance bond.

D. Inspections:

All revegetation work shall be completed, inspected and approved by the Zoning Administrator, or designee, prior to issuance of building permits for any structure within the subdivision.

SECTION 4.4 EASEMENT PLANNING:

A. Requirements and Standards:

Easements shall be dedicated when deemed necessary for use by the general public, utility companies, or the Town of Cave Creek.

B. Utilities:

1. Utility designs shall comply with the requirements as contained within the Town's Technical Design Guideline No. 3 – Utilities.
2. Public easements for utility services shall be provided as per the requirements of the utility service providers.
3. When alleys are provided, four (4) feet on each side of the alley-way shall be designated as Public Utility Easements ("P.U.E.").

C. Drainage:

Major washes shall be protected by the dedication of drainage easements of sufficient widths for protection and maintenance.

D. Trails:

1. Dedicated trail easements, as provided for on the Final Plat, shall be reserved for public equestrian, pedestrian, and non-motorized vehicle use only.
2. Required trails shall be constructed by the subdivider to the Town's Primary Trail Standards as contained within the Town's Technical Design Guideline No. 5 – Trails.

SECTION 4.5 STREET PLANNING:

A. Street Layout:

1. Street design shall comply with the requirements as contained within the Town's Technical Design Guideline No. 2 – Transportation.
2. Whenever a tract to be subdivided includes any part of a street designated on the Town's General Plan, such street shall be platted consistent with the General Plan's Circulation Element.
3. Subdivision Street Plans shall provide for the continuation of arterial, collector and local streets as the Town may designate. This requirement includes those proposed streets that extend to the tract boundary so as to provide for the future connection with adjoining unplatted lands
4. Subdivision streets shall be designed so as to accommodate traffic generated both on and offsite.
5. Local streets shall be designed in such a manner so as to discourage through traffic.
6. Alleys may be required in commercial subdivisions.
7. Half streets shall be prohibited except where necessary to provide right-of-way required by the Town's General Plan or to complete a street pattern already begun. Where a platted half street abuts the tract to be subdivided, the remaining street half shall be platted within the subdivision parcel(s).
8. Dead-end streets shall not be permitted except in those locations identified as suitable by the Planning Department and the Town Engineer.
9. Streets shall be designed so as to complement existing natural topography.
10. Street blocks shall not exceed 1,320 feet or eight (8) lot widths, whichever is greater, nor be less than 600 feet in length measured street centerline to street centerline.
11. The maximum length of cul-de-sac streets shall be 600 feet or four (4) lot widths on one side of the street, whichever is greater.
12. When practical, street platting shall be curvilinear and meandering throughout the subdivision.
13. When a proposed subdivision abuts or contains a major wash, a limited access street or a commercial land use; a street providing separation for the proposed subdivision may be required.

14. When a proposed subdivision abuts or contains an existing or proposed arterial street, the design of the associated street system shall be configured so as to preserve the traffic function of the arterial street.
15. Functional gates located on public rights-of-way shall not be allowed.

B. Street Naming:

1. Street names shall comply with the Maricopa County street naming methodology for arterial (section line) and half-section line roads.
2. Street names shall be consistent with the natural alignment and extension of existing named streets.
3. New street names shall not be similar to or duplicate an existing street name.
4. The subdivider shall propose the names of the streets within the subdivision at the time of submittal of the Preliminary Plat to the Planning Department.
5. Street names shall be officially approved by the Council in conjunction with the Final Plat approval.

SECTION 4.6 SUBDIVISION INFRASTRUCTURE IMPROVEMENTS:

A. Responsibility:

1. It shall be the responsibility of the subdivider to provide all required subdivision infrastructure improvements as specified herein both within the subdivision and adjacent thereto.
2. No grading, grubbing or infrastructure improvement work shall be commenced until the Final Plat and associated Financial Assurances have been approved by the Council; improvement plans have been approved by the Town Engineer; associated building permits have been issued by the Town's Building Department; and a pre-site inspection has been conducted by Town staff.
3. Infrastructure improvements shall be installed to the satisfaction of the Town Engineer, Utilities Manager, Building Official and Zoning Administrator.
4. The cost of all required inspections shall be paid for by the subdivider.
5. No temporary or permanent structures shall be constructed without first obtaining a building permit.
6. All work done within the Town's rights-of-way shall require a Right-of-Way Use Permit issued by the Town's Engineering Department.

B. Required Improvements:

1. Grading and drainage design and construction shall comply with the requirements as contained within the Town's Technical Design Guideline No. 1 – Grading and Drainage.
2. Utility system design and construction shall comply with the requirements as contained within the Town's Technical Design Guideline No. 3 – Utilities
3. Each lot or parcel shall be supplied with potable water in sufficient volume and pressure for domestic use and fire protection purposes.
4. Subdivision water mains and fire hydrants shall be inspected, tested, approved and the results documented by the Town's Utility Department prior to the issuance of any residential building permit.
5. Landscape design and construction shall comply with the requirements as contained within the Town's Technical Design Guideline No. 4 – Landscaping.
6. Permanent survey monumentation shall be installed in accordance with the industry best practices at all property corners; at all street angle points; points of curve; and intersections; and at all corners, angle points and points of curve of all easements.
 - a. After all infrastructure improvements have been completed, the subdivider shall have an Arizona registered land surveyor check the location of the survey monumentation and certify its accuracy.
 - b. Survey monumentation shall be set at all lot corners, angle points and points of curve for each lot within the subdivision, prior to any lot sale, and before the recording of the Final Plat.
 - c. Permanent brass caps, set in concrete, shall be established in conformance with Maricopa Association of Governments' ("MAG") standards for all subdivision points which are located in public rights-of-way.
7. All streets, alleys, and trails shall be constructed to widths and grades as shown on the Final Plat and Infrastructure Improvement Plans.
8. The subdivider shall improve the extension of all subdivision streets and trails to any intercepting or intersecting public street or trail.
9. All public infrastructure improvements shall be dedicated to the Town at the time of Final Plat approval. The infrastructure improvements shall be accepted into the Town's street and utility systems after their successful construction and the expiration of the required warranty period. All infrastructure improvements require final acceptance by the Town Council.

10. Access to and within subdivisions shall be provided by paved streets designed and constructed to Town standards.
11. When there are existing streets adjacent to the subdivision, the subdivision streets shall be improved to the intercepting paving line of such existing streets, or to a matching line as determined by the Town Engineer.
12. When a subdivision includes or is bounded by a collector or arterial street which is not paved or where there is no paved street between the subdivision and a paved collector or arterial street, an all-weather two lane street that meets the standards of a collector street shall be constructed to the nearest publicly dedicated and paved street.
13. When adequate off-site rights-of-way do not exist, the subdivider shall acquire the necessary rights-of-way in a location subject to the Town Engineer's approval.
14. Trails shall be constructed as shown on the Final Plat and Infrastructure Improvement Plans following the requirements set forth in the Technical Design Guidelines No. 5 - Trails.
15. Crosswalks shall be constructed to a width, line and grade approved by the Town Engineer.
16. Street signage shall be provided and installed by the subdivider at all street intersections. The subject street signage shall be in place prior to final approval of the street system by the Town Engineer.
17. All reflectors, traffic control signs and road striping, shall be provided and installed by the subdivider prior to final approval of the street system by the Town Engineer.
18. Street lights shall not be permitted except to illuminate an arterial street or highway intersections for safety purposes.
19. All subdivision streets and roadways shall be dedicated to the Town as public rights-of-way.
20. All building permits for subdivision identification signs, including residential complex development signs both on-site and off-site; along with any permanent entry features shall be reviewed and approved by the Town Engineer, Building Official and the Zoning Administrator prior to issuance.

C. New Utility Service:

New utilities, including, but not limited to electric, communication and cable television service lines, shall be installed as follows:

1. Existing overhead utility lines and new utility service installations within the subdivision shall be installed underground.
2. Utility service drops into the subdivision from peripheral overhead lines shall be placed underground.
3. All necessary relocation, expansion of existing utility services within or outside of the subdivision shall be installed underground.
4. The subdivider is responsible for the requirements of this Ordinance and shall make arrangements with each of the utility service providers for the installation of the required underground services.
5. Letters from each of the serving utility companies indicating that service arrangements have been made shall be submitted to the Town Engineer at the time the Final Plat is submitted for approval.
6. Electric distribution lines of 69 KVA (kilovolt amperes) or greater in capacity, as rated by the American Standard Association ("ASA"), are exempt from the requirements of this Ordinance.
7. All underground utility service installations shall be constructed prior to the surfacing of the subdivision streets.
8. Underground utility service stubs to platted lots and/or parcels within the subdivision shall be constructed so as not to necessitate the disturbance of street improvements when service connections are made.
9. All fees, assessments, taxes, fines, levies, permits or other such financial encumbrances associated with the subject subdivision shall be the sole responsibility of the subdivider of the development.

SECTION 4.7 ENGINEERING PLANS

A. Infrastructure Improvement Plans:

1. The subdivider shall have an Arizona registered civil engineer prepare a complete set of engineering plans for the design of all required infrastructure improvements.

2. The Final Plat request shall not be heard by the Council until such time as all engineering plans for required infrastructure improvements have been approved by the Town Engineer, Utilities Manager, Building Official and Zoning Administrator. Such plans shall be based on the approved Preliminary Plat and be submitted along with the Final Plat.

B. Construction and Inspection:

1. All improvements shall be constructed with the inspection and approval of the Town.
2. The issuance of a Town building permit shall be required prior to commencement of any disturbance.
3. If construction work has been discontinued for a period in excess of one hundred and eighty (180) days, work shall not be resumed until such time as written approval is granted by the Town.
4. Copies of all building permits shall be prominently displayed at the subdivision construction site a minimum of four (4) days prior to the start of any construction.

C. As-Built Data:

The Town requires all as-built data be submitted as Environmental Systems Research Institute ("ESRI") Shapefiles (.shp and associated program files) or as an ESRI Geodatabase. If as-built data is submitted using cad software, all electronic submissions should be in AUTOCAD drawing or exchange file format (.dwg or .dxf) or Microstation (.dgn) format. All Computer Aided Design ("CAD") as-built data should be projected using the NAD 83, State Plane and Arizona Central Coordinate System. As-built data should be submitted on a CD ROM or DVD and labeled with the appropriate project name, file format, company and date of submission.

CHAPTER 5. HABITAT, ENVIRONMENTALLY SENSITIVE AREAS AND LANDSCAPE STANDARDS AND PROCEDURES

SECTION 5.1 PRESERVATION OF HABITAT:

A. Requirements:

1. An Environmentally Sensitive Area Survey Plan for the entire proposed subdivision shall be submitted with the Preliminary Plat.
2. The subdivision shall be designed so as to minimize the disturbance of protected trees, cacti, and threatened or endangered species.
3. All streets that cross desert washes, shall be designed so as to minimize their impact on the washes. Wet crossings are the preferred design.

B. Guidelines:

When habitat occurrences are found in the project area for Arizona Special Status Species, the Arizona Department of Game And Fish ("ADGF") Guidelines for Addressing Special Status Species shall be implemented.

SECTION 5.2 ENVIRONMENTALLY SENSITIVE AREAS:

A. Purpose:

The purpose of this section is to preserve areas that are environmentally sensitive through dedication or conservation easements. Environmentally sensitive areas are identified as follows:

1. Natural Wash Corridors.
2. Ridge Lines.
3. Peaks.
4. Rock Out-Croppings.
5. Hillside.
6. Riparian Habitats.
7. Protected or Endangered Species Habitat.
8. Architectural Sites.
9. Historical Sites.
10. Prehistoric Sites.

B. Conservation Status:

1. Environmentally sensitive areas shall be protected by dedication, in perpetuity, as common tracts to the Homeowner's Association ("HOA") or a Town recognized conservation organization. If dedication is not feasible, such environmentally sensitive land areas shall be protected by conservation easements.
2. Disturbances allowed within conservation easements are limited to public roadways; subdivision utility service lines; flood control/drainage structures; public trails; driveway accesses; individual lot utility service lines and other such uses as may be needed to protect the public safety.
3. Final determination of environmentally sensitive areas shall be the responsibility of the Zoning Administrator.
4. The maximum amount of environmentally sensitive area that may be required to be dedicated shall not exceed twenty (20) percent of the subdivision's gross area.

C. Major Wash Corridors:

1. Major wash corridors located within the subdivision shall remain undisturbed and in their natural course.
2. Major wash corridors located within the subdivision shall be protected by conservation/drainage easements that extend a minimum of twenty (20) feet from the outer edge of both sides of the bare un-vegetated wash bottom.

D. Environmentally Sensitive Lot Area Adjustment:

The subdivider shall receive a reduction in the required minimum lot area equal to the percentage of environmentally sensitive area that is to be dedicated (i.e., a 5% dedication would equate to a 5% reduction in lot area). The maximum allowed reduction shall not exceed twenty (20) percent.

SECTION 5.3 CULTURAL RESOURCES:

A. Procedures:

1. A Cultural Resources Survey and Mitigation Plan for the entire proposed subdivision parcel(s) shall be submitted with the Preliminary Plat.

2. In the event that sub-surface cultural remains and/or burial material, human remains, funerary objects and sacred religious objects (Native American Graves Protection and Repatriation Act of 1990) are encountered during construction activities, construction must stop and the Arizona State Museum (ASM) shall be notified per ARS 41-865, as amended.

SECTION 5.4 ABANDONED MINE SITES:

A. Abandoned Mine Site Survey and Mitigation Plan:

An Abandoned Mine Site Survey and Mitigation Plan for the proposed subdivision parcel(s) shall be submitted with the Preliminary Plat, if applicable.

B. Compliance:

The Abandoned Mine Site Mitigation Plan shall contain, at a minimum, the following:

1. The identification of all abandoned mining sites located within the subdivision.
2. Provisions for the removal of all trash from the abandoned mining sites.
3. Provisions for the back-filling and covering of those abandoned mining sites having a depth of eighteen (18) inches or greater. The cover material shall be native and match the immediately surrounding ground cover.
4. Provisions for limiting the disturbance of the surrounding native landscape while performing the required mitigation work.

SECTION 5.5 LANDSCAPE STANDARDS AND PROCEDURES:

A. Landscape Standards:

1. All landscape plans shall comply with the requirements as contained within the Town's Technical Design Guideline No. 4 – Landscaping.

B. Landscape Procedures:

1. A Native Plant Inventory and Landscape Conservation Plan which identifies areas of protected plants and natural open space, and their relationship to potential home sites and street alignments shall be provided at time of Preliminary Plat submittal.
2. The subdivider shall protect, preserve and salvage on-site and off-site native vegetation located within the proposed rights-of-way.

3. Prior to the issuance of a grading permit for the subdivision the Town's Zoning Administrator and Town Engineer shall review and approve all grading plans in order to insure compliance with the approved landscape and revegetation plans and the stated intent of this Ordinance.
4. Prior to the issuance of infrastructure improvement building permits for the subdivision, the subdivider shall cordon off all approved on-site and off-site roadway corridors, conservation easements, drainage easements, trail easements, temporary plant nurseries and public utility tracts.
5. After the cordoning and prior to the start of any salvage, grading, grubbing, clearing or travel of any equipment on the property, a site visit shall be conducted with the Town's Zoning Administrator, Town Engineer, Utilities Manager and Building Official and the subdivider's representative responsible for the construction management of the project. The intent of the site visit is to verify compliance with the approved inventories, assessments and plans and to identify any possible corrections/conflicts that may require modification of the associated plans.
6. The Arizona Department of Agriculture ("ADA") shall be notified in writing a minimum of sixty (60) days prior to scheduled off-site removal of any state protected native plants, to allow for potential salvage.
7. The Final Plat shall contain a notation:

"The individual lot/parcel owner shall be responsible for the maintenance of the landscaping within with all identified encumbrances, i.e.; drainage easements, conservation easements and utility easements."

CHAPTER 6. LOT SPLITS, LOT LINE ADJUSTMENTS AND ASSEMBLAGES

SECTION 6.1 PURPOSE AND INTENT:

A. Purpose:

These regulations are intended to implement procedures whereby property owners may split, adjust the boundaries of or assemble lots or parcels of land in compliance with the following objectives:

1. To protect and promote the public health, safety, and welfare.
2. To implement the Town of Cave Creek's ("Town") General Plan and its elements.
3. To provide building sites of sufficient size and appropriate design given the underlying zoning and the associated uses.
4. To provide for the partitioning or division of land into two (2) or three (3) lots or parcels.
5. To maintain accurate records of surveys created to divide, adjust or assemble existing lots or parcels of land.
6. To assure that the proposed division, adjustment or assemblage of land is in conformance with the standards established within the Town's Zoning and Subdivision Ordinances.
7. To assure legal and physical access to lots or parcels of land.

SECTION 6.2 APPLICABILITY OF LOT SPLITS, LOT LINE ADJUSTMENTS AND ASSEMBLAGES:

A. Lot Split:

A Lot Split shall include the following acts and shall be subject to the provisions of this Ordinance and applicable Arizona State Statutes:

1. All divisions of land made within the corporate limits of the Town since July 8, 1986, the Town's incorporation date, or upon the date of annexation to the Town.

2. It shall be unlawful for any person, partnership, or other legal entity to sell or offer a contract to sell any lot or parcel that is subject to the requirements of this Ordinance until an approved Lot Split map complying with the provisions of this Ordinance has been filed with the Planning Department and approved by the Zoning Administrator.
3. The division of land, by means of the Lot Split process, shall not be allowed when the boundaries of such land have been fixed by a recorded plat. The division of such lands may be addressed through the Plat Amendment procedure.
4. The division of land into lots or parcels each of which results in thirty-six (36) acres or more in area is exempt from these regulations.

B. Lot Line Adjustment/Assemblage:

A Lot Line Adjustment/Assemblage is where land taken from one (1) lot or parcel is added to an adjacent lot or parcel. A Lot Line Adjustment/Assemblage shall not be considered a Lot Split under the terms of this Ordinance provided that the proposed adjustment does not:

1. Create any new lots or parcels;
 2. Render any existing lot or parcel substandard in size or shape;
 3. Render substandard the setbacks to existing development on the affected property;
- or
4. Impair any existing access, easement, or public improvement.

SECTION 6.3 CONFORMANCE

All Lot Splits, Adjustments/Assemblages shall be approved by the Town's Zoning Administrator and shall be in compliance with this Ordinance. Failure to comply with the provisions of this Ordinance shall cause the Town's Building Official to deny the issuance of a building permit for the subject lot or parcel.

SECTION 6.4 APPLICATION REQUIREMENTS FOR LOT SPLITS, LOT LINE ADJUSTMENTS AND ASSEMBLAGES

A. Requirements:

Applications for Lot Splits and Lot Adjustments/Assemblages shall be submitted to the Planning Department for review and shall contain, at a minimum, the following information:

1. Completed application form.
2. Application Fee.
3. The application submittal shall include two (2), (24" x 36") black line copies on white bond paper, of the proposed Record Of Survey Map as prepared and sealed by an Arizona registered land surveyor. The applicant should expect that additional copies may be required at later stages of the process.

The application submittal Record of Survey Map shall meet all industry professional and technical standards and shall include, at a minimum, the following:

- a. All existing and proposed lots or parcels with dimensions in decimal format.
- b. Township, range and section location of the subject lot(s) or parcel(s).
- c. Town (city) and county location of the subject lot(s) or parcel(s).
- d. Owner(s) name and address.
- e. Assessor's parcel number of the lot(s) and/or parcel(s).
- f. Associated coordinate system.
- g. Square footage and lot width of each lot or parcel.
- h. Utilities (types and location).
- i. Easements (types and location).
- j. Floodplains and floodways.
- k. Topography shown in two (2) foot contour intervals, or as determined as necessary by the Zoning Administrator.

- i. Vicinity map.
 - m. Adjacent public rights-of-way.
 - n. Assessor's parcel number(s) and the name of the owner(s) of all adjacent parcel(s).
 - o. Legal and physical access.
 - p. Setback dimensions including Native Habitat Corridors ("NHC") when applicable.
 - q. All lot or parcel corners.
 - r. Complete legal descriptions of the site and of each lot or parcel with ties to section or quarter section points. Both the existing and proposed legal descriptions shall be shown.
 - s. Existing structures and uses.
 - t. Other information that is necessary for Town Staff to insure that new lots or parcels will conform to all provisions of the Zoning and Subdivision Ordinances.
4. All proposed lots or parcels shall be in conformance with the lot, street, block, alley and easement, improvement and engineering requirements of the this Ordinance and conform to the minimum lot area and lot width as contained within the Town's Zoning Ordinance.
5. The location of existing structures and uses shall be in conformance with the required building setbacks as contained within the Town's Zoning Ordinance.
6. After review and approval, the applicant shall provide a (24" x 36") copy of the Record of the Survey Map, suitable for recordation, of the Lot Split and/or Lot Line Adjustment/Assemblage. The Record Of Survey Map shall comply with all county and Arizona State Statutes in addition to industry professional and technical standards.
7. The Mylar Record Of Survey Map shall contain signature blocks for approval by the Zoning Administrator and attested to by the Town Clerk.
8. Upon written approval by the Zoning Administrator and attested to by the Town Clerk, the applicant shall record the Mylar Record of Survey Map with the Maricopa County recorder's office.

9. One (1), (24" x 36"), black line on white bond paper, copy of the recorded Lot Split, Adjust/Assemble Record of Survey Map shall be provided to the Planning Department after recordation. The paper copy shall contain all pertinent recordation information (i.e., date, book, page & recordation number).

B. Appeals:

Any appeal pertaining to subdivision requirements shall be made in accordance with this Ordinance. Any appeal pertaining to zoning requirements shall be made in accordance with the Town's Zoning Ordinance.

C. Fees:

The fee for the Zoning Administrator's review for a land division is as contained in the Town's adopted fee schedule (see Appendix A of this Ordinance).

CHAPTER 7. FINANCIAL ASSURANCE AGREEMENT

SECTION 7.1 UNDERLYING PRINCIPLES:

- A. The *Financial Assurance Agreement* is a financial guarantee that infrastructure improvements will be completed within two (2) years of Town Council's approval and shall be constructed in accordance with Town of Cave Creek ("Town") specifications, guidelines and standards.
- B. The requirement for Financial Assurance Agreement runs with the land. This means that the requirement is acquired with transfer of title or conveyance of the property.
- C. The owner of the property ("subdivider") shall provide the Financial Assurance Agreement. If the project is sold, the new owner will be required to provide the Financial Assurance Agreement accepted by the Town in writing prior to the previous owner being released from liability.
- D. An Arizona certified engineer's *Construction Cost Estimate* is required for the acceptance of the Financial Assurance Agreement ensuring the completion of infrastructure improvements.
- E. The amount of the Financial Assurance Agreement required is 110% of the cost to construct and install the infrastructure improvements as established by the Construction Cost Estimate accepted by the Town in writing.
- F. Reviews of Financial Assurance Agreements:
 - 1. Town Staff shall verify the cost and quantity of the required infrastructure improvements as set forth in the Construction Cost Estimate.
 - 2. Financial Assurance Agreement must be in the form attached as Exhibits 1, 2 or 3, without modification of the substantive terms. The Town Attorney shall verify and approve in writing all Financial Assurance Agreements, where the submitted Financial Assurance Agreement documents vary from the required forms.
 - 3. The Town Staff, including the Town Attorney to the extent requested by the Town Staff, shall review the Financial Assurance Agreement for compliance with all of the requirements set forth in this Chapter, including the financial strength of the entity(ies) issuing any Performance Bonds, Letters of Credit, or Escrow Account Agreements
 - 4. The Planning Department shall coordinate all departmental reviews and validate submittal of Financial Assurances.

SECTION 7.2 FINANCIAL ASSURANCE REQUIREMENTS:

- A. Town Code requires the subdivider to secure a Performance Bond, Escrow Account Agreement, or a Letter of Credit in the amount sufficient to secure to the Town the satisfactory construction, installation, completion and dedication of the required infrastructure improvements in one of the forms set forth in Exhibits No.'s 1, 2 & 3.
- B. **Issuer Requirements:** A Letter of Credit is a commitment issued by a bank or other authorized financial institution that guarantees payment if the specified conditions are met; a Performance Bond is a commitment issued by an authorized insurance company and/or surety that provides for payment if the principal on the bond does not perform; a Escrow Account Agreement is an agreement under which a third-party escrow agent holds funds necessary to complete the Public Improvements for the benefit of the Town: as such, the Town must ensure that the payee's bank, other financial institution, surety and/or insurance company (the issuer) is properly licensed and authorized in Arizona to issue the Financial Assurance Agreement and has the financial ability to meet the financial obligations set forth in the Financial Assurance Agreement. In addition to being licensed by the State of Arizona to issue the Financial Assurance Agreement, Moody's and Standard & Poor are the two (2) Town recognized entities that rate financial institutions. The issuer must have a Moody's rating of at least AA, or a Standard & Poors rating of at least A___, or if the issuer is not so rated, the issuer must have documented combined surplus and capital in excess of \$100 million dollars. Any escrow agency acting as the escrow agent under a Escrow Account Agreement must be licensed or authorized to provide escrow services in Arizona and have a fidelity bond and/or errors and omissions or other insurance covering its actions under the Escrow Account Agreement in an amount sufficient to protect the Town's interests (such as a financial institution satisfying the foregoing requirements, or a major title insurance company operating in Arizona). The Town reserves the right to reject any issuer or escrow agent, or require a different form of Financial Assurance Agreement, based upon prior performance or disputes, concerns over the ability of the issuer or escrow agent to perform, or concerns over the form of the Financial Assurance Agreement being offered.
- C. The Final Plat will not be submitted to the Town Council for approval without the Financial Assurance being in place, although the two approval processes can be pursued concurrently.
- D. All Financial Assurance Agreement submittals require interdepartmental approval.
- E. The subdivider shall submit the following supporting documentation:
1. An Arizona certified Civil Engineer's Construction Cost Estimate for both on-site and off-site improvements in compliance with § 7.4 below.
 2. An Arizona certified Landscape Architect's Construction Cost Estimate for both on-site and off-site improvements.
 3. The Development Phasing Plan (when applicable).

- F. An incomplete submittal shall not be accepted by the Town.
- G. Separate Financial Assurance Agreements shall be required for on-site and off-site infrastructure improvements.
- H. Once a construction permit has been issued for the infrastructure improvements, the work shall proceed without interruption until the improvements are accepted by the Town.
- I. Any work that has been abandoned for a period of one-hundred eighty (180) days or not completed by the subdivider in accordance with an agreed upon time period may be completed by the Town. The Town shall recover the associated construction costs from the subdivider by means of the Financial Assurances.

SECTION 7.3 RESTRICTION ON RELEASE OF LOTS:

No lot and/or parcel shall be released from any approved increment of lots until a Financial Assurance Agreement has been reviewed and approved by the Town Staff (including the Town Attorney where requested by the Town Staff and/or Council) and Town Council ("Council"), and all other applicable requirements for such release (whether imposed in the Final Plat, stipulations, Development Agreement, the zoning ordinances, or otherwise).

SECTION 7.4 INFRASTRUCTURE IMPROVEMENT COST ESTIMATES:

- A. The subdivider shall provide the Town with a certified Engineering's Infrastructure Improvement Cost Estimate prepared by an Arizona registered civil engineer (approved by the Town) for Town review and approval in writing.
- B. The subdivider shall provide the Town with a Landscape Infrastructure Improvement Cost Estimate prepared by an Arizona registered landscape architect (approved by the Town) for Town review and approval in writing.

SECTION 7.5 PHASING OF INFRASTRUCTURE IMPROVEMENTS:

- A. After Final Plat approval, the subdivider may initiate a Development Agreement, subject to approval of the Town Council, covering the phasing of the improvements.
- B. Infrastructure improvements, in a recorded subdivision, may be constructed in practical increments in accordance with a Council approved Phasing Plan as outlined in the Development Agreement.
- C. The approval of the Phasing Plan is subject to provisions for acceptable drainage, traffic, utilities, landscaping and other elements of the total Development Plan.
- D. Infrastructure improvements shall be completed within a specified time period for each phased increment and in accordance with plans approved by Town Staff. A time extension may be granted under conditions specified by the Town.

- E. When the Town and the subdivider agree that it is in the best interest of both parties to delay the installation of the required off-site infrastructure improvements so as to coincide with previously scheduled construction projects, the Council may elect to accept the estimated cost of said improvements in-lieu of construction by the subdivider. The timing of this payment will be specified by the Council in an approved Development Agreement.
- F. The Financial Assurance Agreement shall comply with all statutory requirements and shall be satisfactory to the Town Attorney as to form, sufficiency, and manner of execution, as set forth in this Ordinance. The periods within which required improvements must be completed shall be incorporated in the Financial Assurance Agreement and shall not, in any event, exceed two (2) years from the date of Final Plat approval; however, the Financial Assurance Agreement shall remain in full force and effect until all required improvements have been fully completed and accepted in writing by the Town. If the financial Assurance Agreement is a Letter of Credit that will or may expire prior to final completion and acceptance by the Town of the improvements, the subdivider shall either obtain an extension of the Letter of Credit through completion of the improvements, or obtain a replacement Financial Assurance Agreement that fully complies with all the requirements of this Chapter 7, at least forty-five (45) days before the expiration date, and if subdivider fails to do so, the Town shall have the right to call upon the Letter of Credit.

SECTION 7.6 FINANCIAL ASSURANCE APPROVALS:

The subdivider will be notified upon Town approval of the cost estimate and shall then submit the appropriate Financial Assurance (i.e. bond, letter of credit, funds in escrow). Once The Financial Assurance Agreement has been submitted to and approved by the Town, the approved Final Plat can be recorded.

SECTION 7.7 CONSTRUCTION AND INSPECTION:

- A. All improvements shall be constructed to the latest Uniform Standard Specifications for Public Works Construction as written and promulgated by the Maricopa Association of Governments (MAG) or the latest standards, guidelines and specifications adopted by the Town.
- B. All improvements shall be constructed subject to the inspection and approval of the Town.
- C. All construction shall require a Building Permit issued by the Town's Building/Safety Department. Construction shall not begin until a permit has been issued for such construction and if work has been discontinued for any reason, it shall not be resumed until after notifying the Town.

- D. Utilities shall be installed either in public dedicated rights-of-way (R.O.W.) or public utility easements (P.U.E.) or other easements dedicated specifically by the subdivider for such usage and maintenance.
- E. All underground utilities to be installed in public R.O.W.'s and/or private access ways shall be constructed prior to the surfacing of such R.O.W. or private access way.
- F. The subdivider shall provide for an Arizona Registered Civil Engineer to be present on the site for sufficient time to assess compliance with the plans and specifications for each element of construction.
- G. The Town shall be notified forty-eight (48) hours prior to the initiation of any construction on the project site.
- H. The Town shall be notified upon completion of all underground utilities within the R.O.W.'s and prior to any street preparation work. Interim as-built plans of the utilities and all successful test results shall be submitted for review. Upon review and approval of the supplied information, the developer may proceed with the installation of R.O.W. improvements.
- I. The subdivider's engineer shall schedule a Town inspection of the subgrade base prior to placement of the overlaying materials. The Town shall perform periodic inspections throughout the course of the construction. The sanctioning of these inspections does not constitute the acceptance of any of the improvements for maintenance by the Town.
- J. The subdivider's civil engineer shall submit weekly progress reports to the Town throughout the construction. The weekly progress reports shall include the results of all tests taken during the week.
- K. Testing during the construction phase of the project shall be done as required by the Town.

SECTION 7.8 SUBDIVISION IMPROVEMENT ACCEPTANCE:

A. General:

Upon completion of all subdivision improvements and installation of monumentation, a final inspection and review of the Final Report and the as-built data shall be performed by the Town.

B. Final Inspection:

1. At completion of the project a final inspection shall be scheduled with the Town. At the time of the request for the final inspection, one (1) set of Mylars and two (2) sets of black-line as-built drawings shall be submitted, along with the engineer's Final Report and the two (2) year warranty statement, to the Town. The as-built drawings shall be certified and contain the following statement:

"I certify that the construction inspection and "as-built" plan preparation were performed by me or under my direct control and supervision. The construction details as shown on the as-builts are accurate and complete to the best of my knowledge and belief.

Arizona Registered Engineer

Registration Number

Date

2. As-Built Data:

The Town requires all as-built data be submitted as Environmental Systems Research Institute (ESRI) Shapefiles (.shp and associated program files) or as an ESRI Geodatabase. If as-built data is submitted using cad software, all electronic submissions should be in AUTOCAD drawing or exchange file format (.dwg or .dxf) or Microstation (.dgn) format. All Computer Aided Design (CAD) as-built data should be projected using the NAD 83, State Plane and Arizona Central Coordinate System. As-built data should be submitted on a CD ROM or DVD and labeled with the appropriate project name, file format, company and date of submission.

C. Final Report:

1. A *Final Report* shall be submitted upon completion of the project. The Final Report shall be compiled by the subdivider's Arizona Registered Civil Engineer and shall include the following:
 - a. A statement summarizing the results of the testing on the project.
 - b. A statement indicating that the observations and tests of the various materials utilized in the construction of the improvements comply with all associated plans, standards, guidelines and specifications.
 - c. A summary of all field density tests and compaction tests on:
 - (1) Trench backfill.
 - (2) Street subgrade and base materials.
 - (3) All fill materials.
 - d. Asphalt and pavement mix designs, together with the results of gradation, asphalt content and compaction tests.

- e. Concrete mix designs, together with the test results on air content, slump, unit weight, and compressive strength at seven (7) and twenty-eight (28) days.
- f. All line pressure, bacteria, video and manhole test information.
- g. All other tests or information that may be required as a part of the specifications or that may add to the thoroughness and reliability of the report.

D. Procedure:

1. The following procedure shall be followed for Final Acceptance of the improvements:
 - a. The Town shall make a Final Inspection of all public improvements in the project. The subdivider will be notified of any items that are not in conformance with Town standards, guidelines and specifications, and the subdivider shall bring the items into compliance.
 - b. The as-built plans and Final Report shall be reviewed by the Town. The Town may require that additional information be provided. As necessary the associated plans and/or reports will be returned to the subdivider for revision and resubmittal.
 - c. When the public improvements have passed the Final Inspection, the "as-built" plans and Final Report have been stamped and approved and the warranty statement provided, the Town staff shall make a written recommendation to the Council to accept the public infrastructure improvements for maintenance.

SECTION 7.9 FINANCIAL ASSURANCE RELEASE:

- A. Before the two (2) year period to complete the improvements expires, the subdivider shall schedule a Final Acceptance Inspection with the Town.
- B. Should the inspection be failed, a Final Acceptance Punch List shall be provided to the subdivider. The punch list shall identify all deficiencies that need to be remedied prior to Final Acceptance of the infrastructure improvements. The punch list will direct the subdivider to contact the Town for re-inspection once the documented deficiencies are corrected.
- C. The subdivider should expect that the Final Acceptance process may require a series of re-inspections prior to the successful approval of the Final Acceptance Inspection.

- D. Items not corrected to the Town's satisfaction as noted on the Final Acceptance Punch List will be corrected by the Town at the subdivider's expense utilizing the Financial Assurance Agreement for the completion of the improvements, not the warranty maintenance bond.
- E. The *Final Assurance Release* shall not be approved until after, and is contingent upon the submittal of the following to, and approval by, the Town:
1. The written request from the subdivider requesting the release of the Financial Assurance.
 2. A copy of the Financial Assurance Agreement submitted to guarantee completion of improvements.
 3. Unconditional Final *Lien Releases* in statutory form for all contractors and subcontractors and suppliers involved in the construction of the required improvements and a current *Title Report* for the improvements.
 4. A map delineating the location of the improvements and the infrastructure type.
 5. An electronic copy of the as-built data for paving, water lines and sewer lines in the following format:
 - a. The Town requires all as-built data be submitted as ESRI Shapefiles (.shp and associated program files) or as an ESRI Geodatabase. If as-built data is submitted using cad software, all electronic submissions should be in AUTOCAD drawing or exchange file format (.dwg or .dxf) or Microstation (.dgn) format. All CAD as-built data should be projected using the NAD 83, State Plane and Arizona Central Coordinate System. As-built data should be submitted on a CD ROM or DVD and labeled with the appropriate project name, file format, company and date of submission.
 6. A line item reconciliation of actual cost to the previously submitted and approved Certified Engineer's Cost Estimate. The subdivider shall make available to the Town all receipts, statements and contracts of the actual improvement costs.
 7. Test reports for paving, water lines and sewer lines.
 8. A *Letter of Final Acceptance* for water and sewer from the Town's Utility Department.
 9. Documentation demonstrating the completion of all required right-of-way landscaping.
 10. *Proof of Application* of a preservative seal (plastic seal or product equivalent) to the roadway (.01 - .15 per square yard).

11. The project engineer's certification of the installation of all street signs, traffic lane striping and monumentation in compliance with Town and Maricopa Association of Governments (MAG) specifications, guidelines and standards.
 12. The Financial Assurance Agreement for the Maintenance Warranty required under § 7.10 below has been submitted to and approved in writing by the Town.
- F. When all terms and conditions of Final Acceptance have been met, a Letter of Satisfactory Completion shall be provided by the Town to the subdivider. The Letter of Satisfactory Completion shall set forth the amount of the Financial Assurance Agreement, and any other special conditions or requirements, required under § 7.10 below.

SECTION 7.10 MAINTENANCE WARRANTY:

- A. Financial Assurance for the Maintenance Warranty is required once the Town has issued a Letter of Satisfactory Completion for the infrastructure improvements.
- B. The subdivider shall be required to secure financial assurance for a two (2) year Maintenance Warranty in the form set forth in Exhibit No. 4).
- C. The financial assurance for the Maintenance Warranty shall be in an amount equal to ten (10) percent of the actual cost to construct and install the infrastructure improvements. All other requirements for the form of the Financial Assurance Agreement and the Issuer thereof apply to the Financial Assurance Agreement for the Maintenance Warranty.
- D. Warranty Period On Infrastructure Improvements:
1. The warranty period shall start on the date of issuance of a Letter of Satisfactory Completion of the infrastructure improvements by the Town.
 2. During the warranty period the subdivider shall be responsible for all repair work required for the infrastructure improvements.
 3. The Town shall periodically inspect the infrastructure improvements and shall notify the subdivider of necessary repair work.
 4. The subdivider is responsible for having all required repair work completed prior to the end of the warranty period.
- E. Warranty Release Submittal Requirements:
- Upon completion of the warranty period and the successful repair of all warranty items, the Maintenance Warranty Assurances retained by the Town shall be released upon all of the following:

1. Submittal to the Town of a letter from the subdivider requesting the release of the associated warranty guarantee.
2. Submittal to the Town of a notarized written statements from the subdivider and the subdivider's engineer indicating that all required infrastructure improvements have been satisfactory completed.
3. Inspection and acceptance in writing of the infrastructure improvements and any repairs thereto by the Town Staff.
4. Submittal of a copy of the Town issued Letter of Satisfactory Acceptance.
5. Approval and acceptance of the release of the Maintenance Warranty Assurances for the infrastructure improvements by the Council.

CHAPTER 8. DEFINITIONS

SECTION 8.1 GENERAL:

- A. Definitions from the Town of Cave Creek Zoning Ordinance are hereby incorporated by reference.
- B. In case of a conflict between definitions in the Zoning Ordinance and this Ordinance, the more restrictive shall apply.
- C. For the purposes of this Ordinance, certain terms, phrases, words and their derivatives shall be construed as specified in this Chapter.
- D. Words used in the singular include the plural, and the plural shall include the singular.
- E. The word "shall" is mandatory and the word "may" is permissive.
- F. Where terms are not defined, they shall have their ordinary accepted meanings within the context in which they are used.
- G. Webster's New World Dictionary of American English, Copyright 1991, shall be considered as providing ordinarily accepted meanings.

SECTION 8.2 DEFINITIONS:

ALLEY: A public passageway affording a secondary means of access to abutting property and not intended for general traffic circulation.

APPEAL: Request by any person with standing, aggrieved or affected by any subdivision decision or interpretation by the Zoning Administrator regarding the Subdivision Ordinance

APPEAL PERIOD: The period commencing the day after the triggering event.

BLOCK: That property fronting on one side of a street and so bounded by other streets, canals, unsubdivided acreage or other barriers (except alleys) of sufficient magnitude to interrupt the continuity of development on both sides.

BUILDABLE AREA: The area of a parcel of land in which roofed structures are allowed to be located. The buildable area shall be located within the associated development envelope and is contained within the required yard setbacks.

BUILDING DEPARTMENT: The Town of Cave Creek Building Safety Department.

BUILDING OFFICIAL: The Town of Cave Creek Building Official.

BUILDING SETBACK LINE: A line that separates the buildable area and the area in which no building or structure or portion thereof, shall be erected, constructed or established.

CONDITIONAL APPROVAL: An affirmative action by the Planning Commission ("Commission") or Town Council ("Council") indicating that approval will be forthcoming provided certain specified conditions are met.

CONDOMINIUM: The improvement of land with structures containing one or more floors in accordance with Town standards, in which an undivided interest in common, in all or a portion of land, is coupled with the right of exclusive occupancy of any unit of airspace thereon. A condominium may include an individual interest in common in a portion of the building or buildings; a separate interest in a portion of a building; or with a separate interest in a portion of the land, together with an undivided interest in common in a portion of the land.

DECISION: A written decision by the Zoning Administrator regarding subdivision that specifically affects one or a group of parcels or lots.

DEPARTMENT: The Planning Department of the Town of Cave Creek.

DEVELOPMENT: The utilization of land for public or private purpose.

DEVELOPMENT ENVELOPE: The delineated boundary inside a property's limits in which all development and disturbance of ground must be contained.

DIRECTOR: The Director of the Town of Cave Creek Planning Department.

DRIVEWAY: An area used for ingress or egress of vehicles, and allowing access from a street to a building or other structure or facility.

EASEMENT: A grant by the property owner of the use of land by the public, a corporation, or person for specific uses and purposes and so designated.

EASEMENT, CONSERVATION: An agreement for the protection of open space, historic buildings, archaeological sites, ecologically significant lands, native habitat, scenic road and/or hiking, biking and equestrian trails.

EASEMENT, DRAINAGE: A portion of property reserved for storm water runoff or retention, as defined by the Flood Control District of Maricopa County.

ENGINEERING DEPARTMENT: The Town of Cave Creek Engineering Department.

ENGINEERING PLANS: Plans, profiles, cross-sections, and other required details for the construction of improvements which shall be prepared and bear the seal of a professional engineer, currently registered in the State of Arizona under the appropriate discipline for the type of project which has been designed.

ENVIRONMENTALLY SENSITIVE AREAS: Areas that are:

1. **Wash Areas:** The area within twenty (20) feet from and including the designated FEMA floodway, which has the presence of a channeled drainage way evidenced by a drainage path with or without vegetation.
2. **Ridge Line Areas:** The ridgeline is formed by opposing slopes on a mountain or hill.
3. **Peak Areas:** The peak is the top point of a mountain or hill formed by opposing slopes from all sides.
4. **Steep Slopes:** Any land that has a slope of twenty (20) percent or more.

EXCEPTION: (1) Any parcel of land within the subdivision, which is not owned by the subdivider or not included in the recorded plat; (2) A variance from the requirements of this Ordinance as approved by the Town Council.

FINAL PLAT APPROVAL: Approval of the Final Plat of a Subdivision. Such final approval must be certified on the plat by the Mayor and attested to by the Town Clerk.

FLOODPLAIN: A portion of property or properties, susceptible to inundation under specified conditions, as defined by the Flood Control District of Maricopa County.

HEALTH DEPARTMENT: The Maricopa County Department of Environmental Services.

IMPROVEMENT STANDARDS: A set of regulations setting forth the details, specifications and instructions to be followed in the planning, design and construction of certain required improvements to property.

INFRASTRUCTURE IMPROVEMENTS: Required installations, pursuant to these regulations, including but not limited to: grading, sewer and water utilities, streets, alleys, trails, underground street light circuits, and traffic control devices; as a condition to the approval and acceptance of the Final Plat, precedent to recordation of an approved Final Plat.

LOT: Any lot, parcel, or combination thereof, shown on a plat of record or recorded by metes and bounds that is of sufficient area and is occupied or intended for occupancy by a use permitted in the Zoning Ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT AREA: The area of a horizontal plane within the lot lines of a lot. To calculate minimum lot size, dedicated rights-of-way granted to public agencies such as the U.S. Government, State of Arizona, Maricopa County and the Town of Cave Creek are not part of any lot. Easements granted to private individuals are included in the lot area.

LOT, CORNER: A lot abutting on two (2) intersecting or intercepting streets, where the interior angle of intersection or interception does not exceed one hundred thirty-five (135) degrees.

LOT, INTERIOR: A lot other than a corner lot.

LOT, KEY: A lot adjacent to a corner lot having its side lot line in common with the rear lot line of the corner lot and fronting on the street that forms the side boundary line of the corner lot.

LOT, THROUGH: A lot having a pair of opposite lot lines abutting two streets, and which is not a corner lot (also known as a "double frontage lot").

LOT COVERAGE: The percentage of the area of the lot which is occupied by all buildings or other covered structures using the roof outline for all dimensions.

LOT DEPTH: For lots having front and rear lot lines which are parallel, the horizontal distance between such lines; for lots having front and rear lot lines which are not parallel, the horizontal distance between the midpoint of the front lot line and the midpoint of the rear lot line; and for triangular shaped lots, the horizontal distance between the front line and a line within the lot, parallel to and at a maximum distance from the front lot line, having a length not less than ten (10) feet.

LOT LINE: Any line bounding a lot.

LOT LINE ADJUSTMENT: The adjustment of boundaries between owners of adjacent properties subject to the criteria as contained within this Ordinance.

LOT LINE, FRONT: The boundary of a lot which separates the lot from the street or easement through which access is provided, or as determined by the Zoning Administrator in cases of unique topography or unique lot configuration. In the case of a corner lot, the front lot line is the shorter of the two lot lines separating the lot from the street except that where these lot lines are equal or within fifteen (15) feet of being equal, either lot line may be designated the front lot line by the Zoning Administrator.

LOT LINE, REAR: The boundary of a lot, which is most distant from, and most nearly parallel to, the front lot line. In the absence of a rear lot line, as is the case of a triangular shaped lot, the rear lot line may be considered as a line within the lot, parallel to and at a maximum distance from the front lot line, having a length of not less than ten (10) feet.

LOT OF RECORD: A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Recorder of Maricopa County; or a lot, parcel or tract of land, the deed of which has been recorded in the office of the County Recorder of Maricopa County.

LOT SPLIT: The division of land into two (2) or three (3) parts.

LOT WIDTH: For rectangular lots, lots having side lot lines not parallel, and lots on the outside of the curve of a street, the distance between side lot lines measured at the required front setback line on a line parallel to the street or street chord; and for lots on the inside of the curve of a street, the distance between side lot lines measured thirty (30) feet behind the required minimum front setback line on a line parallel to the street or street chord.

OPEN SPACE LANDS: Any space or area characterized by existing openness, natural condition or present state of use, that if retained, would maintain or enhance the preservation of natural, scenic or recreational resources.

1. **Natural Open Space:** Open space that has not been disturbed.
2. **Revegetated Open Space:** Disturbed open space that has been replanted, but has lower resource value because it has been altered.

OWNER: The person or persons holding title by deed to land, or holding title as vendor under a land contract, or holding any other title of record.

PLAT: A map that distinguishes individual parcels of land for purposes of use or ownership.

1. **Preliminary Plat:** A tentative map, including supporting data, indicating a proposed subdivision design, prepared by a registered Arizona civil engineer or Arizona registered land surveyor in accordance with this Ordinance and the statutes of the State of Arizona.
2. **Final Plat:** A map of all or part of a subdivision, including supporting data, conforming to an approved Preliminary Plat, prepared and certified by an Arizona registered civil engineer or an Arizona registered land surveyor in accordance with this Ordinance and statutes of the State of Arizona.
3. **Recorded Plat:** A Final Plat bearing all certificates of approval required by this Ordinance and the statutes of the State of Arizona and duly recorded in the Maricopa County Recorder's Office.
4. **Reversionary Plat:**
 - a. A map for the purpose of reverting previously subdivided acreage to unsubdivided acreage, or;
 - b. A map for the purpose of vacating rights-of-way previously dedicated to the public and abandoned under procedures prescribed by the Town Code, or;
 - c. A map for the purpose of vacating or redescribing lot or parcel boundaries previously recorded.

PRE-APPLICATION SKETCH PLAN: A plan of a general nature for review by the Town staff showing the proposed division of land at an early stage to enable discussion of the project between the subdivider and staff so as to identify any items of concern or requirements prior to preliminary plat submittal.

PRELIMINARY PLAT APPROVAL: Affirmative action on a Preliminary Plat which constitutes authorization to proceed with final engineering plans and Final Plat preparation.

PRIVATE STREET: Any private street or private way of access to one or more lots or air spaces which is owned and maintained by an individual or group of individuals and has been improved in accordance with Town standards and plans approved by the Town. A private access way is intended to apply where special design concepts may be involved, such as within planned area developments, hillside areas and condominiums.

PUBLIC IMPROVEMENT STANDARDS: A set of regulations setting forth the details, specifications and instructions to be followed in the planning, design and construction of certain public improvements in the Town, formulated by the Town Engineer, other Town departments and public agencies.

RECORDER: The Recorder of Maricopa County.

REFERRAL: Action by the Zoning Administrator to refer a subdivision issue to the Planning Commission for decision.

REVEGETATION: Establishing native plants at densities and species similar to existing conditions.

RIGHT-OF-WAY: Any public or private access way required for ingress or egress, including any area required for public use pursuant to any general or specific plan as provided for in this Ordinance. Rights-of-way may consist of fee title dedications or public easements.

STREET: Any existing or proposed street, avenue, boulevard, road, lane, parkway, place, bridge, viaduct or easement for public vehicular access. A street includes all land within the street right-of-way lines, whether improved or unimproved, and includes such improvements as pavement, shoulders, curbs, gutters, sidewalks, parking spaces, bridges, viaducts and landscaping. The definition of a street includes the following categories:

1. Cul-De-Sac. *
2. Private Street. *
3. Collector. *
4. Local Street. *
5. Major Street. *
6. Arterial/Highway. *

* Please refer to the Town of Cave Creek Technical Design Guideline No. 2 – Transportation for further technical data.

SUBDIVIDER: A person, firm, corporation, partnership, association, syndicate, trust, or other legal entity that files an application and initiates proceedings for a subdivision in accordance with the provisions of this Ordinance and the State of Arizona Revised Statutes, except that an individual serving as agent for such legal entity is not a subdivider; and said subdivider need not be the owner of the property as defined by this Ordinance.

SUBDIVISION: Improved or unimproved lands divided for the purpose of financing, lease or sale, whether immediate or future, into four (4) or more lots or parcels, or fractional interests, with less than thirty-six (36) acres in area including to the centerline of dedicated roads or easements, if any, contiguous to the lot or parcel; or, if a new street is involved, any such property which is divided into two (2) or more lots or parcels of land; or any such property the boundaries of which have been fixed by a recorded plat which is divided into more than two (2) parts; or for cemetery purposes. Subdivision includes any condominium, cooperative, community apartment, town house or similar project containing four (4) or more parcels in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon.

"Subdivision" does not include the following acts, which shall not be deemed subdivision within the meaning of this Subdivision Ordinance and shall, therefore, be exempt from these regulations except as hereinafter provided:

1. A partitioning or division of land and/or airspace into two (2) or more parts provided that such partitioning or division has first been reviewed by the Planning Department in order to assure compliance with the provisions of the Town of Cave Creek's Zoning and Subdivision Ordinances.
2. A partitioning or division of land into lots or parcels, where each lot or parcel of land will be thirty-six (36) acres or more in area including to the centerline of dedicated roads or easements, if any, contiguous to the lot, tract or parcel provided that approval shall first be obtained as in paragraph No. 1 above.
3. The sale or exchange of parcels of land to or between adjoining property owners if such sale or exchange does not create additional lots; provided that approval shall first be obtained as provided in paragraph No. 1 above.
4. The partitioning of land in accordance with Arizona State Statutes regulating the partitioning of land held in common ownership.
5. Any partitioning or division into two (2) or more parts of any lot or parcel of land which is zoned commercial or industrial provided that such partitioning or division has first been reviewed by the Planning Department in order to assure compliance with provisions of this Ordinance. Resulting parcels approved by the Planning Department need not front on a street if such parcels are included in a site plan, which provides for permanent access from the parcel to a public street. Approval of such partitioning or division shall be in written form by the Department and shall be signed by the Director of Planning or appropriate Town staff.
6. Leasing of apartments, offices, stores, or similar space within an apartment building, non-residential building or trailer and/or manufactured home park; nor to mineral, oil or gas leases.

SUBDIVISION DESIGN: The designation, for purposes of ownership or development, of street alignments, grades and widths; location and widths of easements and rights-of-way for drainage, sanitary sewers, and public utilities and the arrangement and orientation of lots; locations of buildings together with refuse collection and maintenance easements in condominium developments.

TRACT: The designation of land shown on a plat of record or recorded by metes and bounds that is dedicated by the property owner for the use by the public.

UTILITIES: Installations of facilities, furnished for the use of public electricity, gas, steam, communications, water, television cable, or sewage disposal, owned and operated by any person, firm, corporation, municipal department or board, duly authorized by State or municipal regulations. Utilities as used herein may also refer to such persons, firms, corporations, departments or boards, as applicable herein.

ZONING ADMINISTRATOR: The Town official whose primary responsibility and focus is the enforcement of the Subdivision and Zoning Ordinances for the Town of Cave Creek.

APPENDIX A – FEE SCHEDULE

CODE	TYPE OF APPLICATION	FEE
A	Amendments to the Zoning Ordinance	\$2,500.00 per Amendment
AS	Amendments to the Subdivision Ordinance	\$2,500.00 per Amendment
AGP	Amendment to the General Plan	\$2,500.00 per Amendment
ATC	Amendment to the Town Code	\$2,500.00 per Amendment
BOA-A	Board of Adjustment - APPEAL	\$600.00 per Appeal
BOA-VR	Board of Adjustment - VARIANCE (Residential)	\$1,250.00 per Variance
BOA-VC	Board of Adjustment – VARIANCE (Commercial)	\$1,500.00 per Variance
CR	Community Residence	\$50.00
C	Continuance requested by applicant	\$150.00 per Continuance
DAP	Disability Accommodation Permit	\$250.00
E	Exception Request to Subdivision Ordinance Requirement	\$1,250.00 per Exception
F	Final Plat	\$5,000.00 + \$100.00 additional per acre for each acre over 10 acres (maximum amount not to exceed \$54,000.00)
F-A	Approved Final Plat - Amendment	\$2,500.00 + \$100.00 additional per acre for each acre over 10 acres (maximum amount not to exceed \$51,500.00)
F-AS	Approved Final Plat Stipulations - Amendment	\$1,250.00 per Stipulation
HO	Home Occupation Permit	\$50.00 per Permit
L-S	Land Split – Original Parcel under 2.5 acres	\$600.00 per Land Split Request
L-L	Land Split – Original Parcel 2.51 acres	\$500.00 per Land Split Request
LLA	Lot Line Adjustment/Assemblage	\$500.00 per Lot Line Adjustment/Assemblage
NCU-R	Non-conforming Use Modification - Residential	\$1,250.00 per Parcel
NCU-C	Non-conforming Use Modification - Commercial	\$2,500.00 per Parcel
OP	Other Projects – Town Initiated	\$0.00
PAC	Pre-application Conference	\$0.00
P	Preliminary Plat	\$5,000.00 + \$100.00 additional per acre for each acre over 10 acres and up to a maximum of \$54,000.00
P-A	Approved Preliminary Plat - Amendment	\$5,000.00 + \$100.00 additional per acre for each acre over 10 acres and up to a maximum of \$54,000.00
P-SA	Approved Preliminary Plat Stipulations - Amendment	\$1,250.00 per Stipulation

CODE	TYPE OF APPLICATION	FEE
REF	Referrals	\$0.00
RPF	Request for Proposals	\$0.00
SE	Special Event Permit	\$100.00 per Event
SPR-M	Site Plan Review – Multi-family	\$1,000.00 + \$500.00 per Dwelling Unit
SPR-MA	Site Plan Review – Multi-family - Amendment	\$1,000.00 + \$500.00 per Dwelling Unit
SPR-C	Site Plan Review - Commercial	\$2,000.00 + \$1,000.00 additional per Acre for all Commercial parcels over 1 acre
SPR-CA	Site Plan Review – Commercial - Amendment	\$2,000.00 + \$1,000.00 additional per Acre for all Commercial parcels over 1 acre
SUP-R	Special Use Permit - Residential Parcels	\$2,500.00 per Use
SUP-NR	Special Use Permit – Non-residential	\$2,500.00 per Use
SUP-A	Approved Special Use Permit - Amendment	\$2,500.00 per Use
Z-SFR	Rezoning – Single-family Residential	\$3,500.00 + \$100.00 additional per acre for all parcels over 10 acres
Z-MFR	Rezoning – Multi-family Residential	\$5,000.00 + \$500.00 additional per Acre for all parcels over 10 acres
Z-C	Rezoning - Commercial	\$5,000.00 + \$500.00 additional per Acre for all parcels over 10 acres
Z-OS	Rezoning – Open Space – “OSC, OSR, PR”	\$0
Z-SA	Approved Rezoning Stipulations - Amendment	\$1,250.00 per Stipulation
ZC-G	Zoning Clearance - General	\$50 per Building Permit
ZC-S	Zoning Clearance – Structures, Buildings & Pools	\$250 per Building Permit
ZC-C	Zoning Clearance - Commercial	\$250 per Building Permit
ZC-HS	Zoning Clearance – Hillside Parcels	\$300 per Building Permit
ZO	Zoning Ordinance	\$20.00 per Copy
SO	Subdivision Ordinance	\$10.00 per Copy
GP	General Plan	\$5.00 per Copy
ZM-T	Zoning Map (11" x 17")	\$5.00 per Copy
GPM-L	General Plan Map (8 ½" x 11")	\$2.00 per Copy

NOTE: All fees are due at time of application submittal and are non-refundable.

TOWN OF CAVE CREEK SUBDIVISION ORDINANCE AMENDMENTS

ORDINANCE NO.	TITLE OF ORDINANCE	DATE ADOPTED
95-08(2)	Adopting the Town Subdivision Ordinance by reference providing for repeal of conflicting ordinances and providing for severability	6/19/1995
O98-10	Amending the Subdivision Ordinance, Article 3 - Subdivision Design, and Declaring an emergency	7/29/1998
O99-10	Amending the Subdivision Ordinance by reference, repealing Ordinance No. 95-08 and providing for severability	8/9/1999
O2003-04	Change to the Subdivision Ordinance – Chapter 12 – Engineering Plans	8/4/2003
O2003-08	Revising the Alpha Numeric Portion of the Subdivision Ordinance for consistency and correct for consistency all spelling and grammatical errors.	10/6/2003
O2004-34	Amending Chapter 2, Sec. 2.4 by adding a new subsection "C.3"	11/22/04
O2011-01	Amending and adopting by reference the Town of Cave Creek Subdivision Ordinance in its entirety' providing for penalties for the violation thereof; providing for the repeal of conflicting ordinances; providing for severability.	2/11/2011
O2013-07	Amending Chapter 2: Planning Standards and Procedures, Sec. 2.6 Lot Planning, Subsection E. Access, No. 2 by repealing Subsection E. Access, No. 2 "Private streets shall be prohibited unless approved through an exception by a majority of the Town Council."	10/21/2007
O2018-02	Amending Chapter 2, Planning Standards and Procedures, Sec. 2.3 entitled "Preliminary Plat, Subsection E.3.a and Subsection J. and Sec. 2.4 entitled "Final Plat", Subsection B.5.	11/5/2018

EXHIBIT #1

Escrow Account Agreement & instructions

(Sample Document)

Date: _____, 20__

Escrow Officer: _____ (Person), of _____ (Escrow Agent)

The Town of Cave Creek, Arizona, a municipal corporation (the "Town") whose address is 37622 North Cave Creek Road, Cave Creek, AZ 85331, and _____ (Development Company), L.L.C., an Arizona Limited Liability Corporation ("_____" or "Developer" interchangeably), whose address is _____, _____, AZ 85xxx, hereby employ _____ (Escrow Agent), as Escrow Agent in connection with the development of a _____ known as _____ (Project) at _____ (Avenue/Street/Road) to _____ (Avenue/Street/Road) and _____ (Avenue/Street/Road), Cave Creek, Maricopa County, Arizona.

Recitals

A. **WHEREAS**, the Developer has agreed pursuant to that certain Development Agreement dated as of _____, 20__ and recorded in the Official Records of Maricopa County, Arizona on _____, 20__, as Instrument No. _____ (the "Development Agreement") to undertake the construction and installation of the Town Improvements in accordance with the Plans (each of the foregoing terms, as defined in the Development Agreement) approved by the Town and;

B. **WHEREAS**, pursuant to the Town of Cave Creek Municipal Code ("subdivision Ordinance") the Developer must provide assurances for the construction of the required Public Improvements and an escrow Account is a permissible form of assurance under the Subdivision Ordinance and;

C. **WHEREAS**, Developer has agreed to establish an escrow account for the purposes of assuring completion of the Public Improvements in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. **Incorporation of recitals.** The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

Subdivision Ordinance

Exhibit 1

2. **Incorporation of Exhibits.** The following documents are referred to in this Escrow Account Agreement and Instructions ("Escrow Agreement") and are attached hereto and made a part of this Escrow Agreement by this reference.

Exhibits:

- a. Final Plat or Site Plan Approved/signed _____.
- b. Letter from _____ (Financial Institution) acknowledging an account in the name of the Town of Cave Creek, surety Deposit for _____ (Project) in the amount of \$ _____.
- c. Certified Engineer's Estimate of Construction Cost for the required Public Improvements.

3. **Deposit of Funds.** The Developer shall deposit at _____ (Financial Institution) the amount of \$ _____ ("the Escrow Funds") in accordance with and subject to the provisions of the Subdivision Ordinance (the "Ordinance"). The Ordinance requires developers to provide the Town with a financial guarantee to assure the completion of the required Public Improvements.

All funds received in the Escrow Account shall be deposited on or before _____, 20____, in a segregated account with _____ (Financial Institution) at _____, _____, AZ 85xxx, said Escrow Account being held in the name of: Town of Cave Creek.

4. **Escrow funds Deposit and Restrictions.** The Town and Developer agree that the Escrow Funds shall be deposited in an interest bearing account (or accounts necessary to ensure that the funds are fully insured) and shall be released upon completion of the required Public Improvements pursuant to this Escrow Agreement. All interest shall accrue to the developer at such times as _____ (Financial Institution) pays interest, but shall remain in Trust.

The deposit of the Escrow Funds will be made to install the required Public Improvements for the _____ (Name of Project). The Escrow Account is evidence that funds are available to the Town (or _____ (Person/Developer/Corporation) who is responsible for installing such required Public Improvements) for withdrawal by the Town when it becomes necessary for the Town to withdraw the funds to allow _____ (Person/Developer/Corporation) to construct the required Public Improvements. The Escrow Funds shall not be used or pledged by the Developer for any purpose during the period the Escrow Account is in effect. Upon completion and acceptance of the required Public Improvements, as shall be determined by the Town Manager or Acting Town Manager in writing, any accrued interest shall be immediately release to the Developer.

5. **Disbursements.** The Town and Developer agree to the following process for payment of Escrow Funds.

The Developer shall, promptly upon its completion of a portion of the Public Improvements and upon dedication and acceptance by the Town of the Public Improvements, deliver a copy of an invoice to the Town and Escrow Agent. Within Five (5) days after the date of delivery of each such invoice, the Town and the Developer shall deliver to the Escrow Agent a draw request ("Draw Request") indicating the amount of the invoice to be paid by the Escrow Agent from the Escrow Funds and/or any objections by either party may have to such invoice. If either party fails to deliver such Draw Request within such five (5) day period, the party(ies) failing to deliver such Draw Request shall be deemed to have unconditionally approved of the full amount of the invoice delivered to the Escrow Agent and to have instructed the Escrow Agent to pay such invoice in full.

a. An Escrow Agent shall, within three (3) days after the delivery of the applicable Draw Request(s), or within three (3) days after the expiration of the foregoing five (5) day period, whichever occurs first, pay to the payee under such invoice the amount indicated in such Draw Request(s) and shall provide written confirmation of such payment to the Town and the Developer.

b. In the event that either party disputes any portion of an invoice: (i) the Escrow Agent shall pay all undisputed portions of such invoice within the above-indicated three (3) day period for payment; (ii) the Town and the Developer shall meet and attempt in good faith to resolve to their mutual satisfaction any objections to the proposed disbursement within five (5) days following the Escrow Agent's receipt of the objection; and (iii) the Town and the Developer shall instruct the Escrow Agent as to their agreement with respect to the payment of the objected amounts within three (3) days following the expiration of the foregoing five (5) day agreement period. To be deemed timely and validly delivered to the Escrow Agent, an objection to any invoice must include the specific reason(s) for the objection and the amount of the disbursement being objected to, together with an indication of the amount, if any, of the requested disbursement that is not being objected to. Unless a party objects to the entire amount of the proposed disbursement, even if an objection is timely made, the Escrow Agent shall be authorized to disburse from the Escrow Account the amount that is not the subject of the objection.

6. **Holdbacks.** The Escrow Agent shall hold back from each draw request an amount equal to ten (10) percent of the request. Such amount shall remain in escrow until such time as all public improvements have been completed, dedicated and accepted pursuant to the Development Agreement and the terms of this Agreement.

7. **Notices.** Unless otherwise specifically provided therein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or upon confirmed facsimile transmission, as of the second business day after mailing by united States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system, addressed as follows:

Town Manager, Town of Cave Creek
37622 North Cave Creek Road
Cave Creek, AZ 85331
Facsimile No.: (480) 488-2263

WITH A COPY TO:

Town Attorney, Town of Cave Creek
37622 North Cave Creek Road
Cave Creek, AZ 85331
Facsimile No.: (480) 488-2263

IF TO DEVELOPER:

WITH A COPY TO:

IF TO ESCROW AGENT:

8. **Termination of Obligation.** The Escrow Account will terminate on _____, _____, 20__ unless it is terminated sooner by the completion of the land development activities (required Public Improvements) described within. The Town shall hold the Escrow Funds pending installation of the required Public Improvements as required by the Subdivision Ordinance. The Town shall not and does not by entering into this Escrow Agreement, assume any duty to complete the required Public Improvements beyond the availability of the Escrow Funds in the Escrow Account. Should any Escrow Funds held by the Town exceed the cost to install the required Public Improvements, the excess shall be returned after completion installation of the required Public Improvements to the Developer.

9. **Required Improvements.** The required Public Improvements governed by this Escrow Agreement and the Escrow Account are set forth in the Development Agreement and further detailed in Exhibit C of this agreement:

10. **Breach and Remedy.** In the event of a breach of this Escrow Agreement by either party, such breach shall be corrected within seventy-two (72) hours of notice of occurrence. In the even the breach is not remedied within seventy-two (72) hours, the Escrow Agreement is canceled and any and all money and documents deposited with the Escrow Funds shall be released to the Town to assure the appropriate installation of the required Public Improvements. Notice of a breach is considered given when sent by facsimile to the party in breach of the Escrow Agreement.

11. **Effective Date.** This Escrow Agreement shall be effective when executed by both parties and the Town receives written documentation form _____ (Financial Institution) evidencing that: (1) funds in the amount of \$_____ were deposited in a segregated account; (2) the account is in the name of the Town of Cave Creek as deposit for _____ (Project's) required Public Improvements and (3) the deposited funds shall not be withdrawn unless approved/released by the Town. The Town received a letter from _____ (Financial Institution) this _____ day of _____, 20____ evidencing the above.

12. **Clarification of Duties.** _____ (Person) serves as an Escrow Agent/Officer **ONLY** in conjunction with these instructions and cannot give legal advice to any party hereto.

13. **Entire Agreement.** This Escrow Agreement constitutes the entire Agreement between the parties and shall not be changed or added to.

14. **Headings.** The description headings of the paragraphs of this Escrow Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15. **Severability.** If any provision of this Escrow Agreement is declared void or unenforceable, the provisions shall be severed from this Agreement, the remainder of the Agreement shall otherwise remain in full force and effect, provided that the overall intent of the parties is not materially vitiated by such severability.

16. **Governing Law.** This Escrow Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

17. **Authority.** The Developer represents and warrants to the Town (1) that it is duly formed and validly existing under the laws of the State of Arizona; and (2) that the individual executing this Escrow Agreement on behalf of the Developer is authorized and empowered to bind the Developer.

Subdivision Ordinance

Exhibit 1

THIS ESCROW AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year written above in Section three (3).

_____ (Development, L.L.C.),
ARIZONA
An Arizona Limited Liability Corporation

TOWN OF CAVE CREEK,
an Arizona Municipal Corporation

By: _____

By: _____

Its: _____

Its: _____

Accepted and agreed, this _____ day of _____, 20__ Approved as to Form:

By: _____
Escrow Agent

By: _____
Town Attorney

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20__

by _____ the _____, of _____

(Development), L.L.C., an Arizona Limited Liability Corporation, for and on behalf thereof.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss.
County of Maricopa)

EXHIBIT #2
SUBDIVISION PERFORMANCE BOND
(Sample Document)

KNOW ALL MEN BY THESE PRESENTS:

That _____, a _____, as **Principal** (herein so called), and _____, a corporation organized under the laws of the State of _____ and duly authorized to do business in the State of Arizona, as **Surety** (herein so called), are held and firmly bound unto the Town of Cave Creek, an Arizona municipal corporation ("**Town**" or "**Obligee**"), 37622 North Cave Creek Road, Cave Creek, Arizona 85331, as Obligee, in the penal sum of _____ (\$ _____), to which payment well and truly to be made, we bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

EXECUTED and dated this _____ day of _____, 20__.

WHEREAS, the Principal is obligated to construct, or cause to be constructed, certain subdivision improvements for the so-called "_____" project, as more specifically set forth in [Zoning/Subdivision] Case No: _____ (collectively, the "**Work**"), on or before the ___ day of _____, 20__ (the "Completion Date").

And

WHEREAS, under the terms of the Town's Codes, regulations, and requirements, the said Principal is required to provide a bond to protect the said Obligee against the failure of the Principal to timely complete the Work, and against the result of incomplete work or faulty materials or workmanship in, or other defects relating to, said Work.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall complete the work by the Completion Date in a manner acceptable to the Town, as evidenced by the Town's acceptance of such Work, and upon the expiration of the warranty period required by the Town, if applicable, then the above obligation is void; otherwise it remains in full force and effect.

If Town provides written notice to Surety that Principal has failed to either commence or complete, to Town's sole satisfaction, any Work, Surety shall promptly, and at the Surety's sole cost and expense, take one of the following actions at the Town's written election:

1. Undertake to perform and complete the Work itself, through its agents or through independent contractors;
2. Obtain bids or negotiated proposals from qualified contractors acceptable to the Town for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Surety and the contractor selected with the Town's concurrence, and thereby to complete the defaulted Work at the sole cost and expense of the Surety; or
3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances after investigation, determine the amount for which it may be liable to the Town and, as soon as practicable after the amount is determined, tender payment therefor to the Town.

If the Surety does not proceed as provided immediately above within fifteen (15) days after written notice by the Town of a breach by Owner in the Work, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Town shall be entitled to enforce any remedy available to the Town.

To the limit of the amount of this Bond, the Surety is obligated to the Town, without duplication, for:

1. The responsibilities of the Principal for the Work; and
2. Additional legal, design professional, construction, maintenance and delay costs resulting from the Principal's default or resulting from the actions or failure to act of the Surety in a timely manner in accordance with the terms of this Bond.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract for the Work, or to related subcontracts, purchase orders and other obligations.

Surety

Developer (Principal)

BY: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____

TO BE SIGNED AFTER EXECUTION:

I have reviewed this bond and certify that the amount of bond represents the Town's estimated costs to construct the improvements.

TOWN OF CAVE CREEK ENGINEER

DATE

EXHIBIT #3
(Sample Document)

Town of Cave Creek Irrevocable Letters of Credit
(FORM LETTER OF CREDIT)

[INSERT BANK NAME]
[INSERT LETTER OF CREDIT DOCUMENT NAME]

_____, 20__

Letter of Credit No, _____

Expiration Date: _____

Town of Cave Creek
37622 North Cave Creek Road
Cave Creek, Arizona 85331
Attn: _____

Gentlemen/Ladies:

1. At the request and for the account of our customer, [Insert Developer name], a(n) _____, ("Developer") [Insert Bank Name] ("Bank"), hereby establishes in your favor this [Insert Letter of Credit Document Name] ("Letter of Credit"). This Letter of Credit authorizes you to draw on us in amounts which in the aggregate shall not exceed the "Stated Amount" of _____ and No/100 Dollars (\$ _____).
2. You or your duly authorized successor or transferee may obtain the funds available under this Letter of Credit by presentment to us, of your sight draft or drafts drawn on us in the form set forth as Exhibit "A" hereto, accompanied by your executed statement signed by the Town Manager or Acting Town Manager, certifying that the amount set forth in the draft is immediately due and payable and accompanied by the original of this Letter of Credit and Amendment(s) thereto, if any.
- 2A. (i) If cancellation of this Letter of Credit is required before the expiry date stated herein (which may be extended from time to time by amendment by us and acceptance by beneficiary), the original of this Letter of Credit and amendment(s) thereto, if any, must be returned to us accompanied by the

beneficiary's letter requesting cancellation in the form attached hereto as Exhibit "B".

- (ii) This letter of credit may also be reduced upon our receipt of a reduction certificate from you in the form of Exhibit "B".
 - (iii) We hereby engage with you that draft(s) drawn and required documents presented in compliance with the terms contained in this Letter of Credit will be duly honored upon presentation and delivery to [insert name and Arizona location of Bank], on or before the expiration date hereof.
3. Your sight draft will be honored by payment to you of the draft amount in immediately available funds. Each draft presented for payment under this Letter of Credit must be in the form attached hereto as Exhibit "A."
 4. You may draw the full amount of this Letter of Credit or only part of it, in your discretion, provided that drafts honored by us under this Letter of Credit shall not exceed the Stated Amount available to you under this Letter of Credit.
 5. If Developer does not deliver to you a renewal Letter of Credit at least forty-five (45) days prior to the expiration of this Letter of Credit, then, in addition to other rights available to you under the Agreement, you shall have the right to draw on this Letter of Credit.
 6. We consider this Letter of Credit to be irrevocable and unconditional (except as expressly stated herein) under the terms above mentioned.
 7. The Liability of the Issuer, and any dispute, controversy, claim or cause of action arising out of or related to this issuer, and any dispute, controversy, claim or cause of action arising out of or related to this Letter of Credit shall be governed by Arizona law. Any dispute, controversy, claim or cause of action may be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Maricopa County, or any such dispute, controversy, claim or cause of action may be litigated in a court of competent jurisdiction. The venue for any such dispute shall be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason.

- 8. Unless otherwise expressly stated herein, this irrevocable Standby Letter of Credit is subject to the uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500.

Very truly yours,

[Insert Bank Name]

By: _____

Name: _____

Title: _____

Date: _____

Subdivision Ordinance

Exhibit 3

EXHIBIT "A"

Drawn Under [Insert Bank Name] [Insert Letter of Credit Document Name] No. _____

\$ _____ (U.S.) _____, 20__

To: [Insert Bank Name]

Drawn under [Insert Bank Name] [Insert Letter of Credit Document Name] No. _____

I am a duly authorized representative of the beneficiary of [Insert Bank Name] [Insert Letter of Credit Document Name] No. _____ and hereby certify that the amount drawn hereunder represents funds due as a result of the failure of [Insert Developer Name] to timely and properly complete the improvements described in [or as a result of the failure by [Insert Developer Name] to deliver a renewal letter of credit within the time required under Letter of Credit No. _____.]

Accordingly, please pay to the order of Town of Cave Creek, an Arizona municipal corporation, _____ Dollars (\$_____).

TOWN OF CAVE CREEK

By: _____

Name: _____

Title: _____

Date: _____

Subdivision Ordinance

Exhibit 3

EXHIBIT "B"

Date:

_____ and _____

Ref: Letter of Credit No. _____

As parties to the above referenced Letter of Credit, we request that the following action(s) be taken as evidenced by our initials and signatures below:

Please initial:

_____ Reduce the amount from U.S. \$ _____
to U.S. \$ _____.

_____ Extend the expiration date from _____ to _____.

_____ Cancel this Letter of Credit effective immediately.

Enclosed herewith are the original Letter of Credit documents, including the amendment(s), if any, thereto.

(Note: If any of these documents are not included with this letter, you must specify each missing document and explain the reason why it is not being returned.)

Town of Cave Creek, an
Arizona municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

GUIDELINES FOR COMPLETING LETTER OF CREDIT

The letter of credit must be in the form set forth above. My request to vary from the substantive terms set forth in the form must be reviewed by the Town Attorney prior to acceptance. In addition, the document will need to be approved by several departments in the Town. The financial institution issuing the letter of credit must meet the requirements set forth in Chapter 7 of the Subdivision Ordinance and must be approved by the Town

The following are guidelines for completing the Irrevocable Letter of Credit. This information is intended to assist developers in securing submitting the document in the correct form.

1. The Beneficiary shall be the Town of Cave Creek, Arizona.
2. The Amount must be equal to 110% of the cost of constructing and installing the required improvements. A certified engineer's estimated breakdown of construction cost will be utilized to verify total improvement cost.
3. The Principal must be the developer who is required to construct the improvements.
4. The Bank Name & Address upon which payment would be drawn must be clearly stated on the face of the document.
5. The Text identifying the improvements required must be detailed and reflect the specific improvement type along with the address or location.
6. The Expiration Deadline will be a minimum of two (2) years, with notice of 45 days.
7. The Presentation of Draft requirement will be drawn on a local branch or presentable at a correspondent bank within the central Phoenix/downtown area.
8. The Bank or Financial Institution must be a licensed lender in the State of Arizona and approved by the Town as set forth in Chapter 7 of the Subdivision Ordinance..

EXHIBIT #4

Town of Cave Creek Maintenance Bond
(Sample Document)

Bond Number: _____

Bond Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we:

(hereinafter "Principal"), as Principal and, _____ (hereinafter "Surety"), a

corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona, as Surety, are held and firmly bound unto the Town of Cave Creek, Arizona (hereinafter "Obligee"),

in the amount of: _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has completed construction of the following improvements:

and is hereby providing the Obligee with a maintenance bond in the above stated amount to guarantee for the two (2) year warranty period starting _____,

20____, the improvements constructing by the Principal from any defective materials or workmanship.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, at the Principal's sole cost and expense, faithfully corrects any defects in the materials or workmanship of the improvements constructed by the Principal during the warranty period and indemnifies the Obligee for any loss that the Obligee may sustain by reason of any defective materials or workmanship during the warranty period the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 24, Chapter 2, and Article 2, Arizona revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL SEAL

BY: _____

Title: _____

SURETY

BY: _____

Title: _____

TO BE SIGNED AFTER EXECUTION:
I have reviewed this bond and certify that the amount of the bond represents 10% of the costs to construct the improvements.

TOWN OF CAVE CREEK ENGINEER