

DEVELOPMENT AGREEMENT NUMBER 1

Rezoning Case Number 2014-0112

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of _____ day of _____, 20____, ("**Effective Date**") by and between the City of San Luis an Arizona municipal corporation (the "**City**") and Robert K. Barkley, Barkley Limited Partnership (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number _____.

RECITALS

- A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and
- B. WHEREAS, Robert K. Barkley, Barkley Limited Partnership; Owner, owns approximately 28.74 acres located in the municipal limits of the City (the "**Property**") real property located roughly between the East Main Canal, Las Quintas Subdivision, and Bien Estar Estates #7 which is more specifically described herein; and
- C. WHEREAS, Nieves Riedel, Riedel Construction, Inc. and Edais Engineering, Inc. are agents for the Owner; and
- D. WHEREAS, the Owner has requested rezoning of the Property from Rural Area Residential (RA-10) to Medium Density Residential (R1-6); and
- E. WHEREAS, this Agreement is consistent with the portions of the City's General Plan applicable to the Property on the date this Agreement is executed; and
- F. WHEREAS, this is a preliminary agreement solely to approve the Conceptual Plan and to outline some of the provisions to be included in plats and site plans submitted by the Owner in connection with the Development of the Property; and
- G. WHEREAS, following additional revisions to the Conceptual Plan and submission to the City for review and approval, this Agreement shall be replaced by an Amended and Restated Development Agreement ("**Amended Agreement**"); and
- H. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. _____, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1. Certificate of Completion as used in this Agreement, shall mean a final written acceptance of the completed and inspected project issued by the Development Services Department and Public Works Department. A certificate of completion will not be issued until the entire project is completed in conformance with this Agreement and accepted by the City.

1.2. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3. Owner shall mean and refer to Robert K. Barkley, Barkley Limited Partnership and any successor in ownership.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Amended Agreement.

1.5. Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Development Agreement. The term of this Agreement shall continue until the date of the Amended Agreement, at which time this Agreement shall terminate.

2.2. Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the nonbreaching party shall have their respective remedies set forth in Section 6.3 of this Agreement.

2.3. Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). City approves the Conceptual Plan attached hereto as Exhibit B for the development of the Property and agrees that said Plan can be built by Owner by complying with this Development Agreement and consistent with new zoning of Medium Density Residential (R1-6) which the Owner has requested and in accordance with City's rules regulations and ordinances, as amended from time to time, and that it is consistent with the General Plan of the City. Owner will be entitled to build the heights, densities, and intensity of uses as shown on Exhibit B, provided that Owner complies with all development and zoning processes, as amended from time to time. City agrees that in connection with all approvals required by the development and zoning processes relating to the

development of the Property, no extraordinary plan or review requirements will be imposed on the Owner.

2.4. Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials (“**Submitted Materials**”) submitted by the Owner to the City hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

2.5. Manager’s Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Owner and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of the Owner requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law. Upon the City Manager’s receipt of a request for consent from the Owner, the City Manager will advise the Owner if the request is one for which the City Manager is authorized to act. If the request is not one for which the City Manager is authorized to act, the City Manager will place the matter on an agenda for Council consideration.

ARTICLE 3. SOME PROVISIONS FOR ROADS, STREET LIGHTS, AND HOUSING CONSTRUCTION TO BE INCLUDED IN AMENDED AGREEMENT

3.1 Owner agrees all houses and buildings shall be single story not to exceed 15 feet at the roof ridge.

3.2 Owner agrees to provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road as more fully described in Exhibit D.

3.3 City agrees to create a street lighting district and provide 50% of the cost of street lighting on the off-site road commonly known as Sidewinder Road (Sidewinder Road) as more fully described in Exhibit D.

3.4 Owner agrees to redesign and rebuild County 22nd Street between Sidewinder Road and 10th Avenue in order to address visibility and safety concerns presented by the hill and curves in the road. Owner agrees the redesign will comply with the Engineering comments of Douglas J. Nicholls, PE in his November 4, 2014 letter to the City and incorporated in this Development Agreement as Exhibit C.

3.5 Owner agrees to provide street lighting, curb, gutter and sidewalk on the road between Las Quintas Dos subdivision and 10th Avenue.

ARTICLE 4. INDEMNIFICATION

4.1 Owner agrees to defend, indemnify and hold harmless City, its officers, officials and employees (“**Indemnified Group**”) for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense),

relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

4.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

4.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith and Owner shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

4.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 5. SUBAGREEMENTS

5.1. Subordinate Development Agreements. The City and Owner hereby acknowledge that the development of the Property may be accomplished by Owner through a series of sales, leases, joint ventures and/or other agreements and arrangements with experienced developers, investors and/or owners of real property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors or owners may desire to negotiate and enter into separate and subordinate development agreements with the City and/or Owner with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the City and/or Owner, all to be set forth in the Amended Agreement. The parties hereby agree that any and all development agreements entered into with any such developer, investor or owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and the Amended Agreement, and, in the event of any conflict or discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement or the Amended the Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

ARTICLE 6. MEDIATION AND DEFAULT

6.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the “**City Representative**”) shall be the City Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the “**Developer Representative**”). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

6.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

6.3. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 7. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

7.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

7.2. No Personal Liability. No member, official or employee of the City shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Owner or its successor or assignee, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City Administrator
 City of San Luis
 P.O. Box 1170
 1090 E. Union Street
 San Luis, Arizona 85349

If to the Owner: Robert K. Barkley, Barkley Limited Partnership
 Care of
 Nieves Riedel, Riedel Construction, Inc.
 1694 N. 9th Avenue
 San Luis, Arizona 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

8.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8.3. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

8.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

8.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties. This provision applies only to the entirety of

Agreement Number 1 only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

- Exhibit A Legal Description of Property
- Exhibit B Conceptual Plan
- Exhibit C Engineering Comments by Douglas J. Nicholls
dated November 4, 2014
- Exhibit D Description of road commonly known as "Sidewinder Road."

8.6. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

8.7. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

8.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

8.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

8.11. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

8.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

8.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

8.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount

that may become due to the Owner or successor, or under any obligation under the terms of this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS,
an Arizona municipal corporation

THE OWNER, _____

By: _____
Mayor

By: _____
Its: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, Mayor of the City of _____, Arizona, a municipal
corporation.

Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, on behalf of _____, an _____.

Notary Public

My Commission Expires: _____

Exhibit A

- Parcel # 1 That part of the SW 1/4 SE 1/4 Section 31, T10S, R24W,
Lying East of the East Main Canal ROW.
Part of Parcel # 211-31-008.
(North of 22nd Street)
- Parcel # 2 That part of the NW 1/4 NE 1/4 Section 6, T 11 S, R 24 W,
Lying East of the East Main Canal ROW.
Part of Parcel # 776-03-001
(South of 22nd Street)
- Parcel # 3 The SW 1/4 NE 1/4, Section 6, T 11 S, R 24 W,
Lying East of the East Main Canal ROW.
Parcel # 776-11-001
(East of High School)
- Parcel # 4 That part of the N 1/2 SW 1/4, Section 6, T 11 S, R 24 W,
Lying South of the East Main Canal ROW.
Parcel # 776-09-001
South and Southwest of High School.

Exhibit B

Exhibit C



Core Engineering Group, PLLC

200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931

fax 928-344-5932

www.CoreEngineeringGroup.com

November 4, 2014

John Starkey
Director of Building Safety
Department of Public Works
1090 E. Union Street
PO Box 3750
San Luis, AZ 853498

Re: Las Quintas de San Luis 2 Subdivision – Tentative Plat
Edias Engineering Job No. 14-015

Dear Mr. Starkey:

The below comments on the Las Quintas de San Luis 2 subdivision tentative plat submittal are based on the Subdivisions Regulations of the City of San Luis.

Tentative Plat – Sheets 1 and 2

- 1) Sheets 1 and 2 are titled “Tentative Paving & Grading Plan” on the bottom right portion of the sheet. Revise to say “Tentative Plat”.
- 2) Section 4.3 (1): The legal description of the property references the “Barkley Property – San Luis, Boundary Survey Conducted by Dahl, Robin & Associates, Inc” and the “Barkley Lot Split No. 2 as recorded in Book __ of Plats, Page __. Y.C.R.O., Yuma County, Arizona.” Have these maps been recorded? If so, list the recording FEE# or map designation.
- 3) Section 4.3 (10): Label street names
- 4) Section 4.3 (14): List Curve Radii. Curve designations are shown, but no curve data (Radii, tangent length, etc.) has been provided. Similarly, line designations are shown, but no line data has been provided.
- 5) Section 4.3 (15): Show and label widths of all proposed easements (PUE, NAE, drainage, etc.)
- 6) Section 4.3 (21): List lands and parks to be dedicated to public use (if any).
- 7) Section 4.3 (26): What is the use of the property south of the subdivision?
- 8) Section 4.3 (30): List owner’s name of the adjoining property.
- 9) Lot shown on Sheet 2 east of the proposed roadway between the proposed road right-of-way and subdivision boundary, north of lot 17, does not have a lot/tract designation. Please provide.

Tentative Paving & Grading Plan – Sheets 3 and 4

- 10) Section 3.21 (2): Per the drainage calculations, Retention Basin #1 (Tract “A”) has a depth of 4 feet. A maximum basin depth of 3.5 feet is required unless approved by the City Engineer. If approved, a 6 foot high wrought iron fence and a 16 foot wide wrought iron gate with lock is required.
- 11) Cross Section A/4: Slopes no steeper than 3:1 are required unless specified in a Geotechnical report. Please revise or provide Geotechnical report allowing steeper slopes.

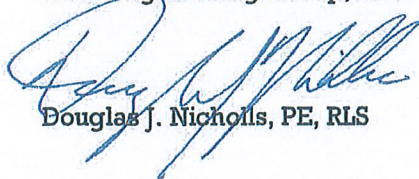
- 12) Cross Section A/4: Please provide protection to the proposed retaining wall. The wall is to be protected by a side slope no steeper than 3:1 away from the retaining wall.
- 13) Cross Section A/4: A drainage easement shall be provided to prevent construction within the drainage channel created by the cross section.
- 14) Section 3.21(4): How will the drainage channels of the west side lots connect to the retention basins? Based on top of wall elevations provided in the retaining wall enlargement details, the drainage channel is approximately 10 feet below Retention Basin # 1.
- 15) Section 3.25: While the San Luis subdivision regulations allow a 4' minimum sidewalk width, the 2010 ADA Standards for Accessible Design (Section 403.5.3) and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (Section R302.4) require a minimum 5' x 5' passing space at intervals of 200' maximum. Provide passing spaces as required.
- 16) Please note that all sidewalk ramps shall meet ADA requirements. Current Yuma County standard drawings may require alteration to meet ADA requirements.
- 17) Modify the location of the horizontal s-curve along Co. 22nd Street based on the analysis of horizontal and vertical sight distances per AASHTO guidelines.
- 18) Provide existing grades of the east adjoining properties to allow grading analysis.
- 19) How will the proposed east side roadway shown on sheet 4 be constructed per cross section C/4? Based on the existing contours, the roadway is approximately 15 feet lower in elevation. Assuming a 2:1 slope is allowed by a geotechnical investigation, there would need to be about 30 feet from the eastern existing subdivision screen wall for construction.

Tentative Water & Sewer Plan – Sheets 5 and 6

- 20) Provide sewer manhole between lots 105 and 99 to allow sufficient area for sewer line maintenance within the right-of-way.
- 21) Lower invert elevations on manholes 17 to 22 to provide drainage of manhole 13. Manhole 13 has an invert of 117.14, while the downstream manhole (MH 17) has an invert of 120.04.
- 22) The sewer line from manhole 17 to 22 is approximately 20 feet lower than existing ground elevation. How will this be constructed in regards to eastern adjoining property? Provide grades of the east adjoining properties to allow analysis.

Please contact us if you have any questions.

Sincerely,
Core Engineering Group, PLLC


Douglas J. Nicholls, PE, RLS



EXP. 3/31/16

Exhibit D

When Recorded Mail To:
City of San Luis
P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

WARRANTY DEED

GRANTOR (Name, Address, Zip Code)	GRANTEE (Name, Address, Zip Code)
Barkley Limited Partnership 1818 Letvin Avenue South Yuma, Arizona 85365	City of San Luis A Municipal Corporation P.O. Box 1170 1090 E. Union Street San Luis, Arizona 85349

Subject Real Property (Legal Description)

That portion of Section 6, Township 11 South, Range 24 West, Gila & Salt River Base & Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of the SE¹/₄ of said Section 6;
Thence N 89°58'50" E along the north line on said SE¹/₄ of Section 6 a distance of 297.12 feet;
Thence N 30°05'55" E a distance of 59.02 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 59°54'05" East;
Thence northeasterly along said curve, concave northwesterly, of radius 1487.00 feet through a central angle of 23°20'42" an arc distance of 605.88 feet to the end of said curve;
Thence N 06°45'13" E a distance of 634.07 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 83°14'47" East;
Thence northeasterly along said curve, concave northwesterly, of radius 457.00 feet through a central angle of 10°11'50" an arc distance of 81.34 feet to the TRUE POINT OF BEGINNING;
Thence continuing northeasterly along said curve, concave northwesterly, of radius 457.00 feet through a central angle of 07°01'47" an arc distance of 56.07 feet to the beginning of a curve, concave southeasterly having a radial bearing of South 79°31'36" West;
Thence northeasterly along said curve, concave southeasterly, of radius 273.00 feet through a central angle of 61°59'57" an arc distance of 295.41 feet to the end of said curve;

Thence N 51°31'33" E a distance of 136.00 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 38°28'27" East;

Thence northeasterly along said curve, concave northwesterly, of radius 277.00 feet through a central angle of 44°51'17" an arc distance of 216.85 feet to the end of said curve;

Thence N 06°40'16" E a distance of 351.00 feet to the beginning of a curve, concave southwesterly having a radial bearing of South 83°19'44" East;

Thence northwesterly along said curve, concave southwesterly, of radius 277.00 feet through a central angle of 39°17'34" an arc distance of 189.96 feet to the beginning of a curve, concave northeasterly having a radial bearing of South 57°22'41" West;

Thence northeasterly along said curve, concave northeasterly, of radius 323.00 feet through a central angle of 30°28'43" an arc distance of 171.82 feet to the end of said curve;

Thence S 89°28'53" E a distance of 92.42 feet to the westerly right-of-way line of the East Main Canal and the beginning of a curve, concave northeasterly having a radial bearing of South 84°51'55" West;

Thence Southeasterly along said curve, concave northeasterly, of radius 465.30 feet through a central angle of 23°28'33" an arc distance of 190.65 feet to the end of said curve;

Thence S 28°36'38" E along said westerly right-of-way line of the East Main Canal a distance of 55.90 feet to the beginning of a curve, concave southwesterly having a radial bearing of North 61°23'22" East;

Thence Southwesterly along said curve, concave southwesterly, of radius 138.20 feet through a central angle of 44°00'00" an arc distance of 106.13 feet to the end of said curve;

Thence S 15°23'22" W along said westerly right-of-way line of the East Main Canal a distance of 62.70 feet to the beginning of a curve, concave southeasterly having a radial bearing of North 74°36'38" West;

Thence Southwesterly along said curve, concave southeasterly, of radius 771.80 feet through a central angle of 07°20'00" an arc distance of 98.78 feet to the end of said curve;

Thence S 08°03'22" W along said westerly right-of-way line of the East Main Canal a distance of 279.80 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 81°56'38" East;

Thence Southwesterly along said curve, concave northwesterly, of radius 232.90 feet through a central angle of 44°50'00" an arc distance of 182.24 feet to the end of said curve;

Thence S 52°53'22" W along said westerly right-of-way line of the East Main Canal a distance of 139.40 feet to the beginning of a curve, concave southeasterly having a radial bearing of North 37°06'38" West;

Thence Southwesterly along said curve, concave southeasterly, of radius 248.20 feet through a central angle of 57°30'00" an arc distance of 249.08 feet to the end of said curve;

Thence S 04°36'38" E along said westerly right-of-way line of the East Main Canal a distance of 48.80 feet to the beginning of a curve, concave northwesterly having a radial bearing of North 85°23'22" East;

Thence Southwesterly along said curve, concave northwesterly, of radius 355.30 feet through a central angle of 01°26'36" an arc distance of 8.95 feet to the end of said curve;

Thence N 89°44'59" W a distance of 65.08 feet to the TRUE POINT OF BEGINNING.

Exempt from Affidavit and Filing fees (A.R.S. 11-1134 A.3.)

Description Verified by:

City Engineer

Date

For Valuable Consideration, Grantor:

Covenants that Grantor is seized of Subject Real Property and that Grantee shall quietly enjoy Subject Real Property.

Conveys to Grantee all rights, title and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant thereto on the effective date, being the date and time of recordation of this instrument;

Warrants the title against all persons whomsoever, subject to matters set forth and warrants that Grantor will execute or procure any further necessary assurance of title.

Grantor further covenants for Grantor and successors of Grantor its further assurance of this grant and of the aforesaid warranties and covenants.

Dated this _____ day of _____, _____.

Signature of Grantor(s)

ACKNOWLEDGEMENT

State of Arizona)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

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

My Commission Expires:

Notary Public

State of Arizona)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

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

My Commission Expires:

Notary Public

Acceptance:

City of San Luis

Ralph Velez
City Administrator

Date

Attest:

Sonia Cuello
City Clerk

Date

Approved as to Form:

Glenn Gimbut
City Attorney

Date