

When recorded, mail to:

City Clerk
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

MEMORANDUM OF UNDERSTANDING

Comes now the City of San Luis, Arizona, a municipal corporation and political subdivision of the State of Arizona (“City”) and MOY Farming Company, L.L.C., known as owners (“Owner”) and hereby make this agreement (“Agreement”) on the _____ day of October 2022 to an understanding regarding the proposed lot split for ATS Lot Split (“City Lot Split Case Number 2022-0509”) located on the northwest corner of Avenue D and County 25th Street, in San Luis, Arizona.

WHEREAS, Owner is the owner of real property, Assessor’s Parcel Number 227-14-004, and desires to split said parcel into two parcels pursuant to City Lot Split Case Number 2022-0509.

WHEREAS, a true and correct legal description of the property to be divided, and to which this instrument applies, is marked “Exhibit A” attached hereto, and by this reference is incorporated herein as though fully set forth again in full.

WHEREAS, Section 7.1 of the Subdivision Regulations of the City provides in part that lot splits may be approved if the division of land is into three or fewer parcels and does not involve right-of-way dedication, utility extension, or other off-site public improvements.

WHEREAS, the Subdivision Regulations of the City do not allow for a lot split process under the particular circumstances of City Lot Split Case Number 2022-0509.

WHEREAS, the purpose of this Memorandum of Understanding is to make appropriate provision for right-of-way dedications, utility extensions, and off-site public improvements such that the application for City Lot Split Case Number 2022-0509 can be approved.

NOW, THEREFORE, intending to be legally bound hereby, the City and Owner agree as follows:

1. For the property described as proposed Parcel C2 on the proposed lot split Case No. 2022-0509, said parcel will be allowed to be developed without the

requirement of sidewalks provided the property is developed for the uses of warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage within two calendar years from the date of this memorandum.

2. Prior to developing proposed parcel C2, as described above, the Owner or its successor shall conduct a traffic impact statement or traffic study, whichever is required, and develop such improvements and dedicate such right of ways as called for by the impact statement or study or both.
3. With respect to proposed parcels C1 and C2, the Owner, on behalf of itself and its successors in interest, will dedicate up to seventeen feet (17') of additional right of way along the Avenue. D alignment. At the present time, the right-of-way width is thirty-three feet (33') west of the section line. The purpose of this dedication would be to add up to seventeen feet (17') of right-of-way to the existing thirty-three feet (33'), making the total width to be up to fifty feet (50') west of the section line. This additional dedication will be made at such time as the City of San Luis requests it. Further, the Owner, or its successors in interest, shall build one-half of an arterial road adjacent to parcels C1 and C2 along the Avenue D alignment to City standards at the time of such a request by the City of San Luis.
4. Prior to connection to water or wastewater, improvements shall be built to the Public Works Standards of the City of San Luis and all other federal, state, and local regulations then in effect. As a condition of development of proposed parcel C2, such water, and wastewater improvements and connections shall be developed in a manner to serve the remainder of the property of the Development Agreement of April 27, 2011.
5. At such time that any lot created by City Lot Split Case Number 2022-0509 is developed, utility extensions and off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of the City. Development of such utility extensions and off-site public improvements shall be a condition of issuing any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.
6. At such time that any lot created by City Lot Split Case Number 2022-0509 is developed, the Public Works Director determines, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, development of such street lighting and the formation of a street lighting improvement district to maintain and pay for said lighting shall be a condition of

the issuance of building permit(s) or other use permit(s) for the development of any such lot.

7. 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 this memorandum of understanding.
8. Any successor in interest to Owner shall be bound by the terms and conditions hereof.
9. Subject to the provisions hereof, upon compliance with the other terms and conditions of Section 7.1 of the Subdivisions Regulations and other appropriate ordinances and regulations of the City, City shall approve City Lot Split Case Number 2022-0509.
10. 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.
11. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the property, and this provision has no effect on them.
12. 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 successor in interest or assigns. The City shall record

the amendment or cancellation in the official records of the Yuma County Recorder.

13. In the event of a conflict between the provisions of this memorandum of understanding and any other prior agreement between the parties hereto, the conflicting provisions are hereby rescinded and replaced, and this memorandum of understanding shall control.
14. 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.
15. 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. This Agreement is subject to the provisions of A.R.S. § 38-511.
16. 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.
17. 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 attorney's fees and court costs.
18. 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.
19. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.
20. 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.

MEMORANDUM OF UNDERSTANDING
RE: Lot Split Case No. 2022-0509 / ATS Lot Split
October 19, 2022
Page 5 of 7

21. The Owner hereby certifies that it is not boycotting Israel to the extent permitted by law.

[Intentionally left blank, signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of this _____ day of October 2022.

City of San Luis, Arizona

MOY Farming Company L.L.C.

By: _____

By: _____

State of Arizona)
) **ss**
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of October 2022, by _____ authorized representative of the City of San Luis, a municipal corporation of the State of Arizona, on behalf of the City. of San Luis, Arizona.

Notary Public

My Commission Expires:

State of Arizona)
) **ss**
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, authorized representative of MOY Farming Company L.L.C. an Arizona Corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

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RE: Lot Split Case No. 2022-0509 / ATS Lot Split
October 19, 2022
Page 7 of 7

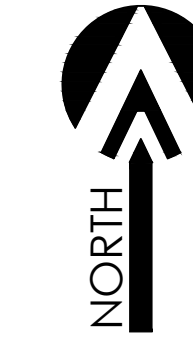
Approved as to Form:

Kay Marion Macuil
San Luis City Attorney

Exhibit A

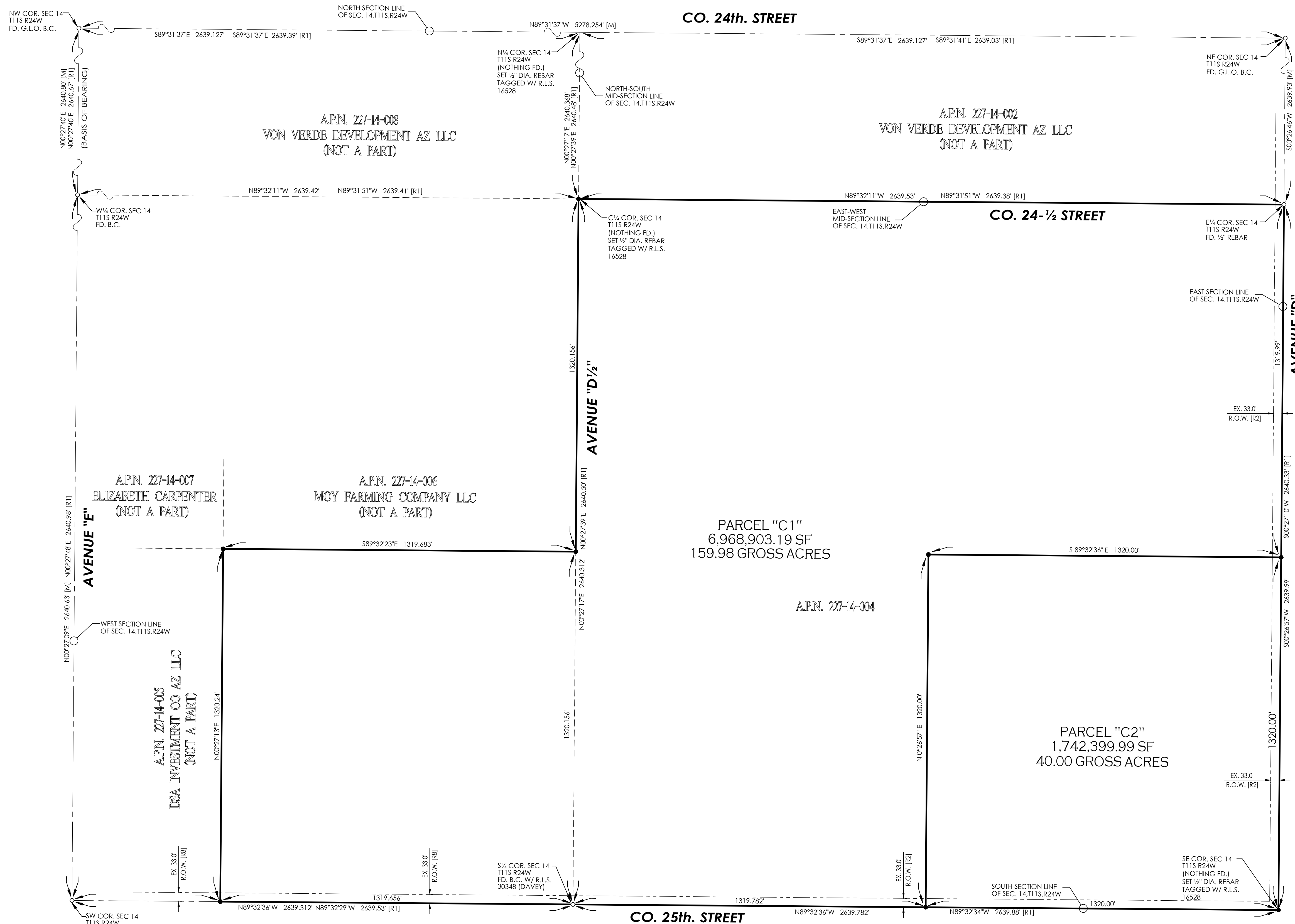
ATS LOT SPLIT

A Lot Split of Parcel "C" of the East City San Luis Port II - Industrial Park LLC Lot Split - Lot Tie, as recorded in Book 26 of Plats, Pg. 4, in the Yuma County Records Office, Yuma County, Az., also being a portion of the S¹/₂ of Section 14, T11S, R24W, G.&S.R.B.&M., Yuma County, Arizona. Creating New Parcels "C1" & "C2"



SCALE: 1"=200'

BOOK _____ OF PLATS
PAGE _____



LEGAL DESCRIPTIONS

PARCEL "C1"

A PORTION OF THE SOUTH HALF (S¹/₂) OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S¹/₄ CORNER OF SAID SECTION 14, BEING THIS POINT THE TRUE POINT OF BEGINNING;
THENCE S89°32'23"E ALONG THE SOUTH SECTION LINE OF SECTION 14, A DISTANCE OF 1319.782 TO A POINT;
THENCE N0°26'57"E A DISTANCE OF 1320.00 TO A POINT;
THENCE S89°32'36"E A DISTANCE OF 1320.00 TO A POINT;
THENCE N0°26'57"E ALONG EAST SECTION LINE A DISTANCE OF 1319.99 TO A POINT;
THENCE N89°32'11"W ALONG SAID EAST-WEST MID-SECTION A DISTANCE OF 2639.53 FEET TO A POINT;
THENCE S0°27'17"W A DISTANCE OF 1320.156 TO A POINT;
THENCE N89°32'23"W A DISTANCE OF 1319.656 TO A POINT;
THENCE S89°32'36"E ALONG THE SOUTH SECTION LINE OF SECTION 14, A DISTANCE OF 1319.656 TO THE TRUE POINT OF BEGINNING;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORDED.

PARCEL "C2"

THE SOUTHEAST QUARTER (SE¹/₄) OF THE SOUTHEAST QUARTER (SE¹/₄) OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S¹/₄ CORNER OF SAID SECTION 14, BEING THIS POINT THE TRUE POINT OF BEGINNING;
THENCE S89°32'36"E ALONG THE SOUTH SECTION LINE OF SECTION 14, A DISTANCE OF 1319.782 TO A POINT;
THENCE N0°26'57"E A DISTANCE OF 1320.00 TO A POINT;
THENCE S89°32'36"E A DISTANCE OF 1320.00 TO A POINT;
THENCE S0°26'57"W ALONG EAST SECTION LINE A DISTANCE OF 1320.00 TO A POINT;
THENCE N89°32'36"E ALONG SOUTH SECTION LINE A DISTANCE OF 1320.00 TO THE TRUE POINT OF BEGINNING;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORDED.

CONTAINING 39.999 ACRES MORE OR LESS.

OWNER OF RECORD:

A.P.N. 784-01-04A
 MOY FARMING COMPANY, L.L.C.
 10602 S. CAMINO DEL SOL
 YUMA, AZ. 85367

ACKNOWLEDGMENT

DAVID LOO, CO-PERSONAL REPRESENTATIVE
 STATE OF ARIZONA } ss
 COUNTY OF YUMA }

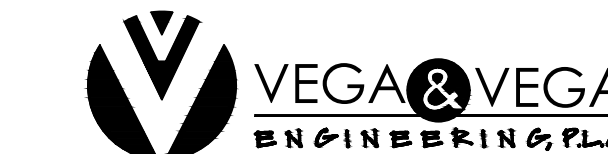
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY DAVID LOO

NOTARY PUBLIC

MY COMMISSION WILL EXPIRE _____

ELABORATED BY:

VNV22-430



2619 S. Ave. 2 1/2 E, Suite #3 928-329-0000 Tel
 Yuma, Az., 85364 928-247-6232 Fax
 www.veganvega.com

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THIS LINE THE CENTERLINE OF AVENUE E), AS SHOWN ON YUMA AREA SERVICE HIGHWAY RESULTS OF SURVEY, AS RECORDED IN BOOK 3 OF SURVEYS, PAGE 44, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY ARIZONA.
 BEARING N00°27'40"E

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JULY OF 2022 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

BY: JOHN C. ENGLISH R.L.S. No. 16528

LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY LINE
- - - - - INDICATES EASEMENT LINE
- SET PROPERTY CORNERS TO BE MARKED BY 1/2" DIA. REBAR TAGGED WITH CAP L.S. 16528 (UNLESS NOTED OTHERWISE)
- EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- Y.C.R. INDICATES YUMA COUNTY RECORDERS
- G.L.O. INDICATES GENERAL LAND OFFICE
- N.A.E. INDICATES NON ACCESS EASEMENT
- (M) INDICATES MEASURED DATA
- (R1) DATA REFERS TO YUMA AREA SERVICE HIGHWAY RESULTS OF SURVEY, AS RECORDED IN BOOK 3 OF SURVEYS, PAGE 44, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY ARIZONA
- (R2) DATA REFERS TO DOCKET 674 PAGE 839, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY ARIZONA