



NOTICE OF SPECIAL PLANNING AND ZONING COMMISSION MEETING

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of the Planning and Zoning Commission and to the general public that the Planning and Zoning Commission of the City of San Luis, Arizona will hold a Special Planning & Zoning Commission Meeting at 7:00 p.m., Tuesday, May 17, 2022. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 East Union Street, San Luis, Arizona 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Jose A. Guzman, Director of Planning and Zoning

AVISO DE JUNTA ESPECIAL DE LA COMISIÓN DE PLANEACIÓN Y ZONIFICACION

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se les informa a los Miembros de la Comisión de Planeación y Zonificación y al público en general que la Comisión de Planeación y Zonificación de San Luis, Arizona, tendrán una junta especial a las 7:00 p.m., el día Martes, May 17, 2022. La junta se llevará a cabo en la Cámara del Consejo de la ciudad, ubicado en el 1090 East Union Street, San Luis, Arizona, 85349. El público esta cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación de 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la ciudad, contactar a: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 Este Calle Unión, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de éste aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento ante el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden solicitar por escrito a la Secretaria de la Ciudad dicha grabación, o tomar acción personal para asegurarse que su hijo/hija menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Jose A. Guzman, Director de Planeacion y Zonificacion



AGENDA
Planning & Zoning Commission
Special Meeting
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
Tuesday, May 17, 2022
7:00 P.M.

MEMBERS OF THE SAN LUIS PLANNING & ZONING COMMISSION WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC HEARINGS** – the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.
 - 3. A.** Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2022-0190. A request by Core Engineering Group, PLLC on behalf of Border Ranches II, LLC to rezone 20 acres from Light Industrial (LI) to Medium Density Residential (R1-6). Assessor's parcel number 227-15-030, located on the northeast corner of 20th Avenue alignment and County 24 1/2 Street in San Luis Arizona.
 - A. Open public hearing
 1. Staff presentation
 2. Call to the Public on this item
 - B. Close public hearing
 - C. Action on Rezoning Case No. 2022-0190
- 4. ITEMS REQUIRING DISCUSSION AND/OR ACTION** – the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.
 - 4. A.** Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0040P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 2 preliminary plat. The property is located on the southeast corner of Avenue E and County 23-1/2 Street (San Luis Lane) in San Luis Arizona.
 - A. Staff Presentation
 - B. Action on Subdivision Case No. 2022-0040P
 - 4. B.** Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0043F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 2 final plat. The property is located on the southeast corner of Avenue E and County 23-1/2 Street (San Luis Lane) in San Luis Arizona.
 - A. Staff Presentation
 - B. Action on Subdivision Case No. 2022-0043F
- 5. ADJOURNMENT**



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Special Meeting

3. A.

Meeting Date: 05/17/2022

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2022-0190. A request by Core Engineering Group, PLLC on behalf of Border Ranches II, LLC to rezone 20 acres from Light Industrial (LI) to Medium Density Residential (R1-6). Assessor's parcel number 227-15-030, located on the northeast corner of 20th Avenue alignment and County 24 1/2 Street in San Luis Arizona.

A. Open public hearing

1. Staff presentation

2. Call to the Public on this item

B Close public hearing

C. Action on Rezoning Case No. 2022-0190

BACKGROUND:

The land use designation of the subject property has been changed to Medium Density Residential (MDR) with the approval of Major Amendment Case No. 2021-0337. The existing land use designation allows the applicant to submit an application to rezone the subject property to R1-6.

ANALYSIS:

The existing condition of the subject property is undeveloped vacant land.

Existing Adjacent Zoning Districts:

To the north: R1-6

To the west: R-1-6

To the south: RA-10

To the east: LI

The developer must provide all the necessary improvements required by a traffic study. According to the site plan, submitted by the applicant, the project will consist of a subdivision with 87 residential lots.

REVIEW(S):

As part of the review process, all land use cases are reviewed by various city and outside agencies, We have received comments from The Bureau of Reclamation, City of San Luis Fire Department and Glenn Gimbut, Assistant City Attorney.

The Bureau of Reclamation:

"Regarding the subject request, the Bureau of Reclamation holds fee land in the S1/2, section 15, T. 11 S., R. 24 W., G&SRM, AZ. These lands are directly related to Reclamation's project purposes. Avoid encroachment onto Federal lands, future improvements adjacent to Federal lands will require notification to Reclamation."

Fire Department:

"The City of San Luis Fire Department has concerns regarding access to the proposed subdivision, during development, and at full build out. This parcel is land locked without access from 20th Avenue and Co.24 ½ th Street is currently a single lane road, which will not provide adequate emergency access to the subdivision if blocked by traffic. A second means of ingress/egress, to the entire project, will need to be provided for Fire Fighting and EMS tactics prior to construction."

Glenn Gimbut, Assistant City Attorney:

"We should get a development agreement that ensures that all right of way and road development from the proposed subdivision to Ave. E on 24 ½ is developed. A traffic study should occur that focuses on what signalization is called for at 24 ½ and is developed. Impacts on traffic up 20 th to 24th should also be considered. This is proposing housing next to SAM Group industrial park which is developing as institutional uses. Buffering for compatibility should be considered including an 8 foot perimeter block fence on the east side and possible 8 foot perimeter block fence on the south side as well. Needs to agree to be part of the new CFD that is being developed in addition to all other special districts."

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (7 letters).

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:

As required by State Statute and City Code, a Citizen Review Meeting was held at the City Hall on May 3, 2022 at the City Hall Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. Nobody from the public was present.

SUMMARY:

On October 27, 2022, City Council approved Major Amendment Case No. 2021-0337. The applicant is now requesting rezoning of the parcel from Light Industrial (LI) to Medium-Density Residential (R1-6) to allow the construction of a residential subdivision.

RECOMMENDED MOTION:

The applicant has provided the information and material necessary for the review of the zoning request.

Staff recommends approval of Rezoning Case No. 2022-0190 subject to the following conditions:

1. The owner/applicant shall submit a preliminary plat approval in compliance with the City of San Luis subdivision regulations.
2. That any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
3. Owner/applicant must provide a road connection along 20th Avenue from northwest corner of the subdivision to Belleza Del Desierto Phase 2 subdivision.

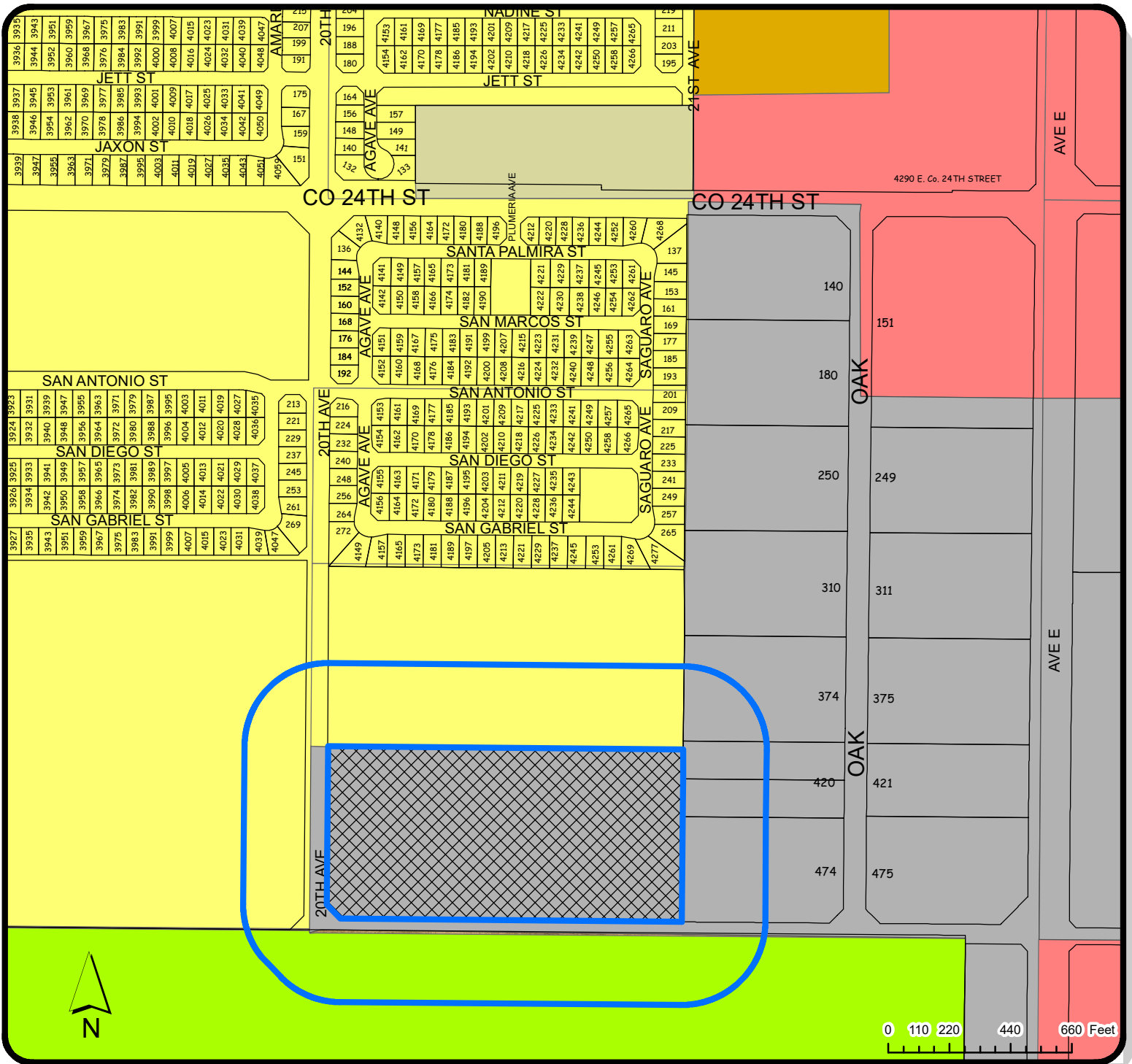
RECOMMENDED MOTION:

I MOVE TO FORWARD REZONING CASE NO. 2022-0190 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL SUBJECT TO THE CONDITIONS OF APPROVAL AS RECOMMENDED BY STAFF.

Attachments

Location Map

Applicant Narrative
Preliminary Subdivision Layout
BOR Comment Letter
Fire Comments
Glenn Comments



LOCATION OF SUBJECT PROPERTY





 Assessor's Parcel Number 227-15-030

Rezoning from Light Industrial (LI)
to Medium Density Residential (R1-6)

 300ft Notification Area

LOCATION MAP

Zoning

- SINGLE RESIDENCE ZONING DISTRICTS
 -  R1-8
- MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
- COMMERCIAL ZONING DISTRICTS
 -  C-2

REZONING

CASE #
2022-0190

DATE:

4/5/2022

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

FERNANDO VILLEGAS

APPROVED BY:

JOSE A. GUZMAN



Core Engineering Group, PLLC

200 E. 16th Street, Suite # 150

Yuma, Arizona 85364

voice 928-344-5931

fax 928-344-5932

www.CoreEngineeringGroup.com

MEMORANDUM

Date: March 21, 2022

**To: City of San Luis
Department of Development Services**

From: Douglas J. Nicholls, P.E., R.L.S.

Re: Rezoning for Parcel 227-15-030

The owner is proposing to change the City of San Luis Zoning for the lot referenced from LI: Light Industrial to R-1-6: Medium Density Residential. This request represents approximately 20 acres at the Northeast corner of 20th Avenue (Avenue E½) and County 24½ Street, and is consistent with the Zoning designation of adjacent properties to the North and to the West.

The current status of the parcel is native desert, an undeveloped parcel with LI zoning. The request is to change the City of San Luis Zoning in order to match the Medium Density Residential designation of the parcels to the North and West. This request would also bring the property zoning into conformance with the City of San Luis 2040 General Plan as a Major Amendment was previously applied for and approved to change the designation of this parcel from Commercial (C) to Medium Density Residential (MDR).

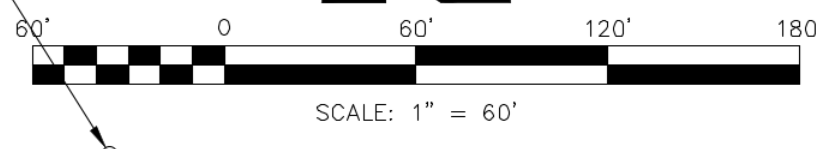
Core Engineering Group, on behalf of our client, has executed a contract with a Traffic Engineer to provide a Traffic Impact Analysis to accurately represent the impact of this potential development along with the development of the 20-acres to the North that comprise the land that 2040 General Plan Amendments and a Rezoning case were recently approved for, which will be completed and provided as soon as possible.

PRELIMINARY 20-ACRE SUBDIVISION LAYOUT

A SUBDIVISION OF PARCEL B, FEE #2021-20450, Y.C.R., LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
CREATING 87 LOTS



FOUND 1/2" REBAR WITH OBLITERATED CAP N1/4 CORNER SEC 15, T11S, R24W



FOUND BRASS CAP IN HANDHOLE 2.5' BELOW GRADE NE CORNER SEC 15, T11S, R24W

COUNTY 24TH STREET
1320.92'(C)(R3) 1320.92'(C)(R3) S 89°30'45" E 2641.84'(M)(R3) S 89°30'53" E 2641.815'(R1)

OWNER OF RECORD
APN 227-15-030

BORDER RANCHES II, AZ LLC
MAIL: P.O. BOX 1034
YUMA, AZ 85366
SITE: NO ADDRESS

NELS T. ROGERS, MEMBER

MARTHA R. ROGERS, MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF YUMA }
ON THIS _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NELS T. ROGERS AND MARTHA R. ROGERS, KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PEOPLE WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT AND WHO ACKNOWLEDGED EXECUTION OF THE SAME, IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G.&S.R.M, YUMA COUNTY, ARIZONA (THIS LINE BEING THE CENTERLINE OF AVENUE E) AS SHOWN PER SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION-PHASE 1 AS RECORDED IN AMENDED PLAT AT BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06982, Y.C.R.

NAMELY: N 00°27'40" E

CITY OF SAN LUIS ZONING

APN 227-15-030
CURRENT ZONING: L-1

FLOOD ZONE

THE SUBJECT PROPERTY LIES WITHIN ZONE "X": AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRM AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD PER FEMA SOURCE 04027C2155E DATED 8-28-2008.

APPROVED

DIRECTOR OF PUBLIC WORKS _____ DATE _____
DIRECTOR OF PLANNING AND ZONING _____ DATE _____

SURVEY DATE

MARCH 19, 2021

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LOT SPLIT AS SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING DECEMBER 2021 AND THAT ALL REGULATIONS AND REQUIREMENTS OF THE CITY OF SAN LUIS HAVE BEEN MET.

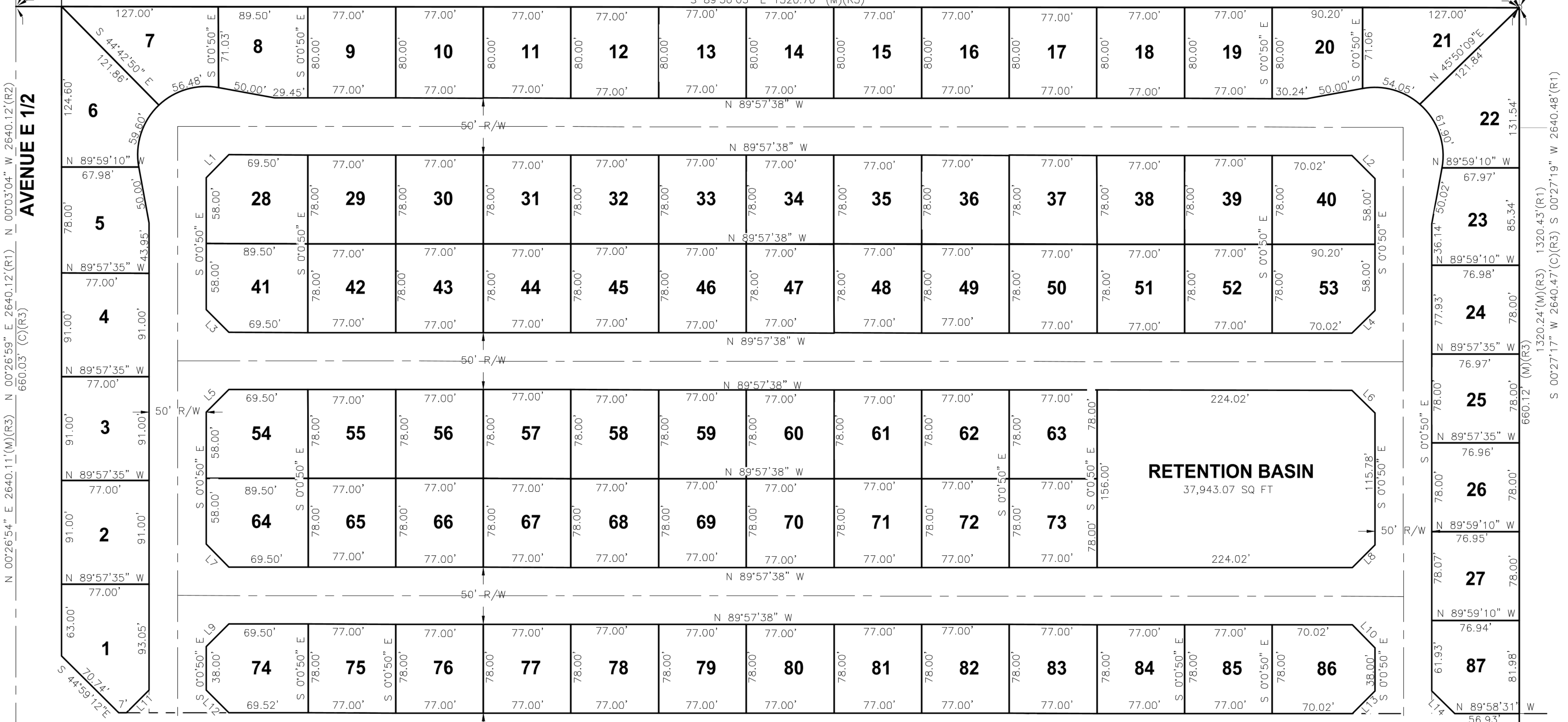


PREPARED BY

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. #21-018

AVENUE E 1/2
660.03' (C)(R3)
N 00°26'59" E 2640.12'(R2)
N 00°03'04" E 2641.97'(R2)
N 00°26'54" E 2640.11'(M)(R3)
N 00°26'59" E 2640.12'(R1)
N 00°03'04" E 2641.97'(R3)

AVENUE E
660.12' (M)(R3)
S 00°27'17" W 2640.47'(C)(R3)
S 00°27'19" W 2640.48'(R1)
S 00°27'17" W 2640.47'(R1)
S 00°27'19" W 2640.48'(R1)



LEGEND

- CENTERLINE
- - - EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- FOUND MONUMENT
- ◇ FOUND 1/2" REBAR W/CAP "LS48679"
- SET 1/2" REBAR W/CAP "LS48679" (UNLESS NOTED OTHERWISE)
- (M) MEASURED
- (R1) PER SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - PHASE 1 AS RECORDED IN AMENDED PLAT AT BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06982, Y.C.R.
- (R2) RECORDED PER BIENSTAR ESTATES 10 AS RECORDED IN BOOK 31 OF PLATS PAGE 21, FEE #2019-27117, Y.C.R.
- (R3) RECORDED PER BORDER RANCHES II LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS PAGE 6, FEE #2021-20450, Y.C.R.
- (C) CALCULATED DATA
- R/W RIGHT-OF-WAY
- Y.C.R. YUMA COUNTY RECORDS
- APN 777-53-000 YUMA COUNTY ASSESSOR: BOOK-MAP-PARCEL NUMBER

LINE CHART

LINE	DIST. (FT)	BEARING
L1	28.27	N 45°0'46" E
L2	28.30	N 44°59'28" W
L3	28.30	N 44°59'27" W
L4	28.27	N 45°0'46" E
L5	28.27	N 45°0'46" E
L6	28.30	N 44°59'14" W
L7	28.30	N 44°59'27" W
L8	28.28	N 44°59'14" E
L9	28.27	N 45°1'11" E
L10	28.30	N 44°59'14" W
L11	28.27	N 45°0'44" E
L12	28.30	N 44°58'59" W
L13	28.27	N 45°0'32" E
L14	28.30	N 44°59'41" W

LOT AREA

LOT #	AREA SF	LOT #	AREA SF	LOT #	AREA SF	LOT #	AREA SF	LOT #	AREA SF	LOT #	AREA SF	LOT #	AREA SF
1	7253.07	12	6167.76	23	6347.93	34	6005.99	45	6005.99	56	6005.99	67	6005.99
2	7004.92	13	6167.76	24	6001.14	35	6005.99	46	6005.99	57	6005.99	68	6005.99
3	7006.99	14	6167.76	25	6003.27	36	6005.99	47	6005.99	58	6005.99	69	6005.99
4	7006.99	15	6167.76	26	6002.60	37	6005.99	48	6005.99	59	6005.99	70	6005.99
5	6946.29	16	6167.76	27	6004.73	38	6005.99	49	6005.99	60	6005.99	71	6005.99
6	7609.76	17	6167.76	28	6780.56	39	6005.99	50	6005.99	61	6005.99	72	6005.99
7	7579.63	18	6167.76	29	6005.99	40	6839.02	51	6005.99	62	6005.99	73	6005.99
8	6070.74	19	6167.76	30	6005.99	41	6780.62	52	6005.99	63	6005.99	74	6581.01
9	6167.76	20	6139.22	31	6005.99	42	6005.99	53	6831.85	64	6780.62	75	6005.99
10	6167.76	21	7429.92	32	6005.99	43	6005.99	54	6780.56	65	6005.99	76	6005.99
11	6167.76	22	7740.46	33	6005.99	44	6005.99	55	6005.99	66	6005.99	77	6005.99

Date: 03 May 2023 - 11:11am, W:\2021\20-018\map\preliminary layout\20-018 20-acre subdivision layout.dwg, Core Engineering Group, PLLC

Fernando/Jose:

Regarding the subject request, the Bureau of Reclamation holds fee land in the S1/2, section 15, T. 11 S., R. 24 W., G&SRM, AZ. These lands are directly related to Reclamation's project purposes. Avoid encroachment onto Federal lands, future improvements adjacent to Federal lands will require notification to Reclamation.

Please let me know if you have any questions.

V/R
Anna

Anna Pinnell

Lands Team Lead/Realty Officer
U.S. Dept. of the Interior
Bureau of Reclamation | Yuma Area Office
7301 Calle Agua Salada | Yuma, AZ 85364
Email: apinnell@usbr.gov



April 6, 2022

REZONING CASE NUMBER: 2022-0190

CASE SUMMARY: A request by Core Engineering Group, PLLC on behalf of Border Ranches II, LLC to rezone 20 acres from Light Industrial (LI) to Medium Density Residential (R1-6). Assessor's parcel number 227-15-030, located on the northeast corner of 20th Avenue alignment and County 24 ½ Street in San Luis, Arizona.

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:

On May 3rd, 2022 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: May 10, 2022

COMMENTS DUE: April 14, 2022

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,
Fernando Villegas
Principal Planner

Attachments: Location Map

COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has concerns regarding access to the proposed subdivision, during development, and at full build out. This parcel is land locked without access from 20th Avenue, and Co.24 ½ th Street is currently a single lane road, which will not provide adequate emergency access to the subdivision if blocked by traffic. A second means of ingress/egress, to the entire project, will need to be provided for Fire Fighting and EMS tactics prior to construction.

Date:

05/03/22

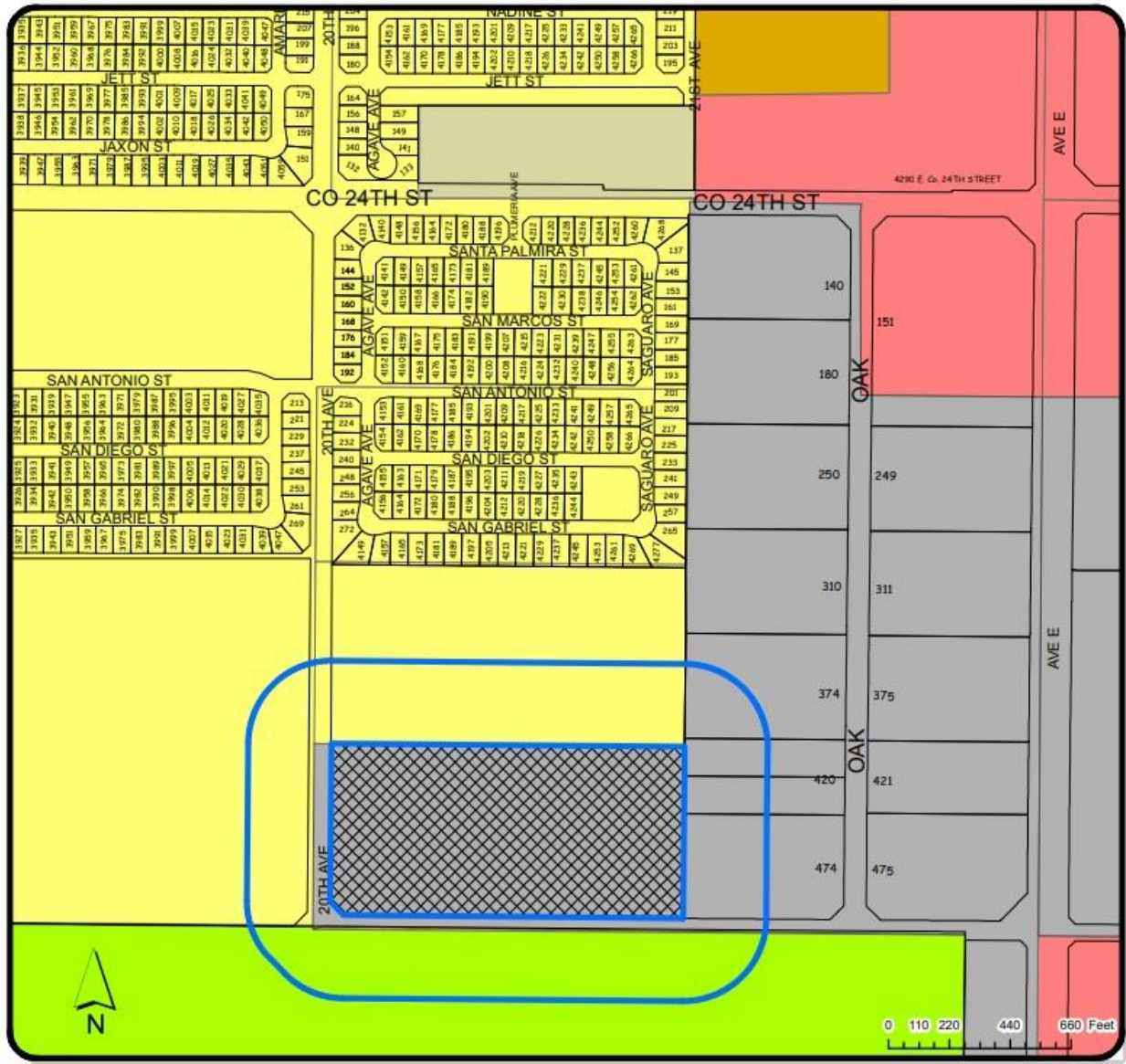
Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: P&Z@sanluisaz.gov



Location Map



April 6, 2022

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PUBLIC HEARING: May 10, 2022

COMMENTS DUE: April 14, 2022

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Fernando Villegas
Principal Planner
Attachments: Location Map

COMMENTS NO COMMENTS

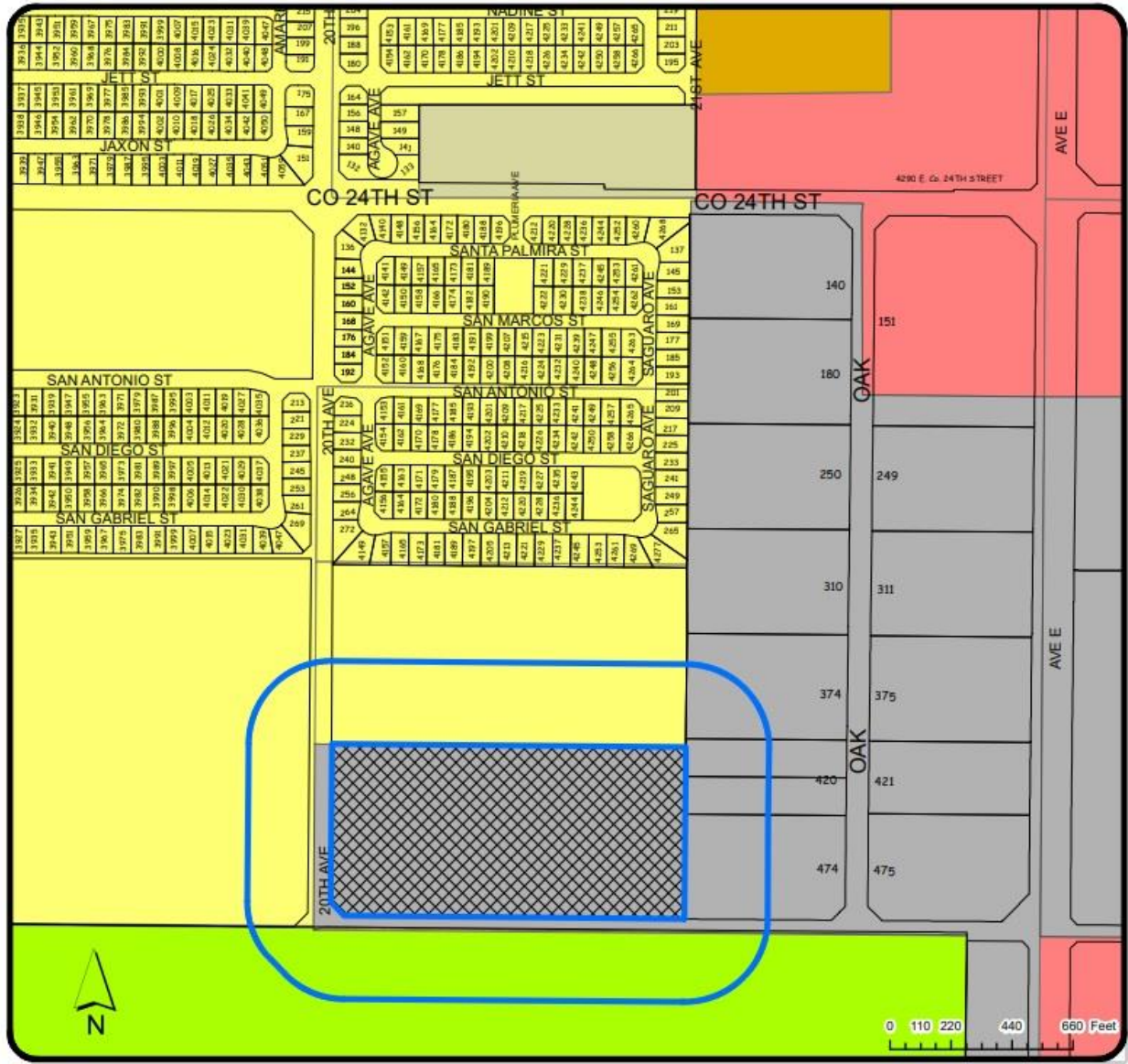
Enter Comments below:

We should get a development agreement that ensures that all right of way and road development from the proposed subdivision to Ave. E on 24 ½ is developed. A traffic study should occur that focuses on what signalization is called for at 24 ½ and is developed. Impacts on traffic up 20th to 24th should also be considered. This is proposing housing next to SAM Group industrial park which is developing as institutional uses. Buffering for compatibility should be considered including an 8 foot perimeter block fence on the east side and possible 8 foot perimeter block fence on the south side as well. Needs to agree to be part of the new CFD that is being developed in addition to all other special districts.

Date:

April 6, 2022

Agency:
Glenn Gimbut, Assistant City Attorney
Phone:
341-8520
Return to: P&Z@sanluisaz.gov



Location Map



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Special Meeting

4. A.

Meeting Date: 05/17/2022

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0040P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 2 preliminary plat. The property is located on the southeast corner of Avenue E and County 23-1/2 Street (San Luis Lane) in San Luis Arizona.

A. Staff Presentation

B Action on Subdivision Case No. 2022-0040P

BACKGROUND:

This subdivision will contain approximately 77.68 acres and will consist of 197 residential lots. The lots range in size from approximately 6,000 square feet to 6,400 square feet. Assessor's Parcel Number 227-11-011. The City of San Luis City Council approved on January 12, 2022, Rezoning Case No. 2021-0693 rezoning 186 acres to Medium Density Residential (R1-6).

A development agreement was approved by Resolution 2204, the term of the development agreement is for five (5) years.

General Plan

City Council approved Major Amendment Case No. 2021-0340 changing the land use designation to Medium Density Residential (MDR). The Major Amendment allowed the applicant to rezone the property to R1-6. (Rezoning Case No. 2021-0693).

SUMMARY:

The applicant has provided the information and materials necessary for review of the preliminary plat for Los Mezquites Unit 2 subdivision.

Staff recommends approval of this preliminary plat with the condition that a road connection from the southeast corner to the subdivision to County 24th Street should be provided, as request by the Fire Department.

As per Section 4.10(3) of the Subdivision Regulations. "Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, it shall be deemed an expression of approval to the layout submitted on the preliminary plat as a guide to the preparation of the final plat, which will be submitted for approval of the Commission and the City Council upon fulfillment of the requirements of these regulations (Subdivision Regulations) and the conditions of the conditional approval.

RECOMMENDED MOTION:

I MOVE TO APPROVE PRELIMINARY PLAT WITH THE CONDITION THAT THE APPLICANT PROVIDES A ROAD CONNECTION FROM THE SOUTHEAST CORNER OF THE SUBDIVISION TO COUNTY 24TH STREET, AS REQUESTED BY THE FIRE DEPARTMENT.

Attachments

Location Map

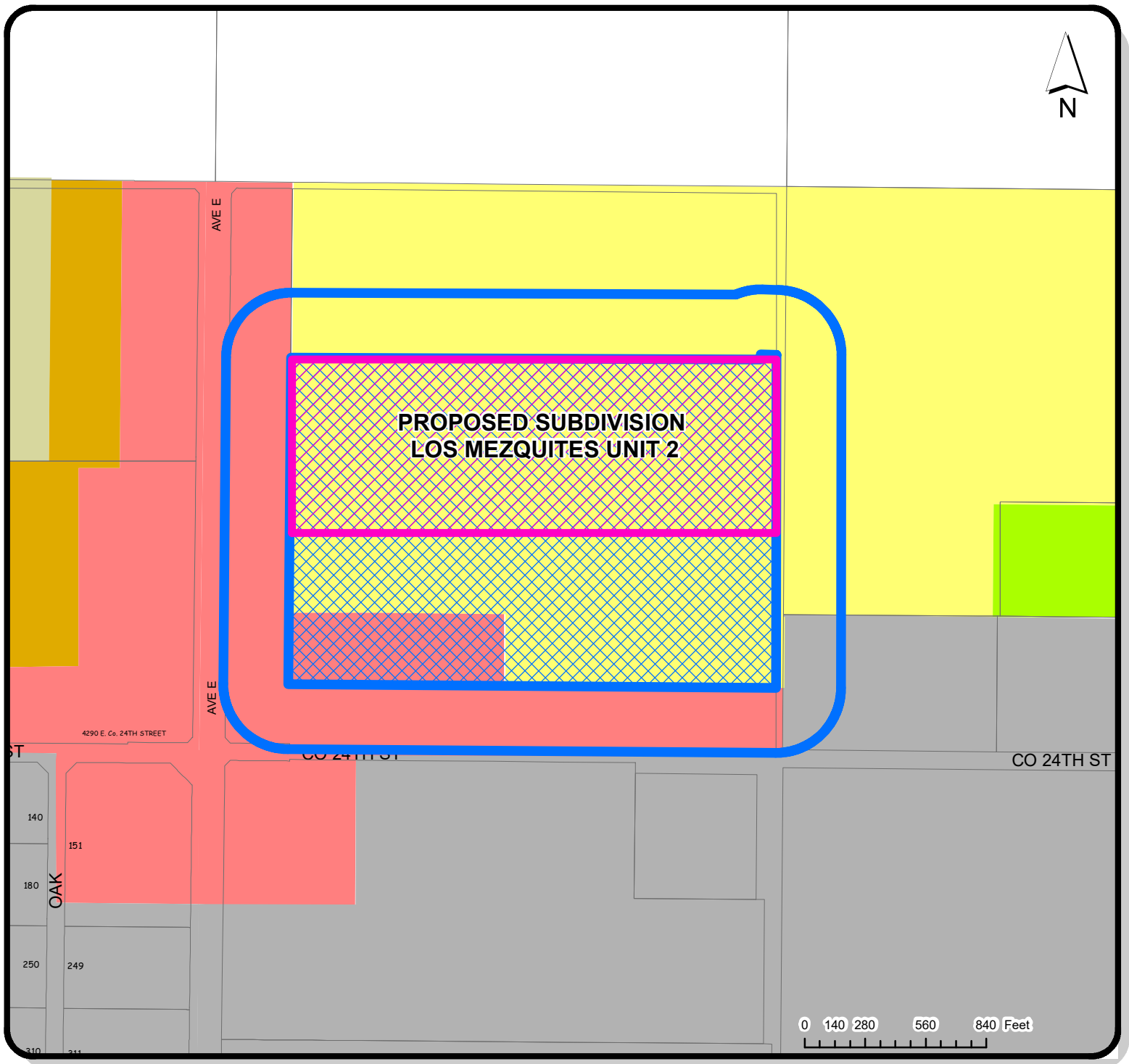
Preliminary Plat Unit 2

Development Agreement

Fire Dept Comment Letter

ADOT Recommendation




Master Plan



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

SUBDIVISION

-  PARCEL 227-11-011
-  300ft Notification Area
-  Proposed Subdivision Location

CASE #
2022-0040-P

DATE:
1/19/2022

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

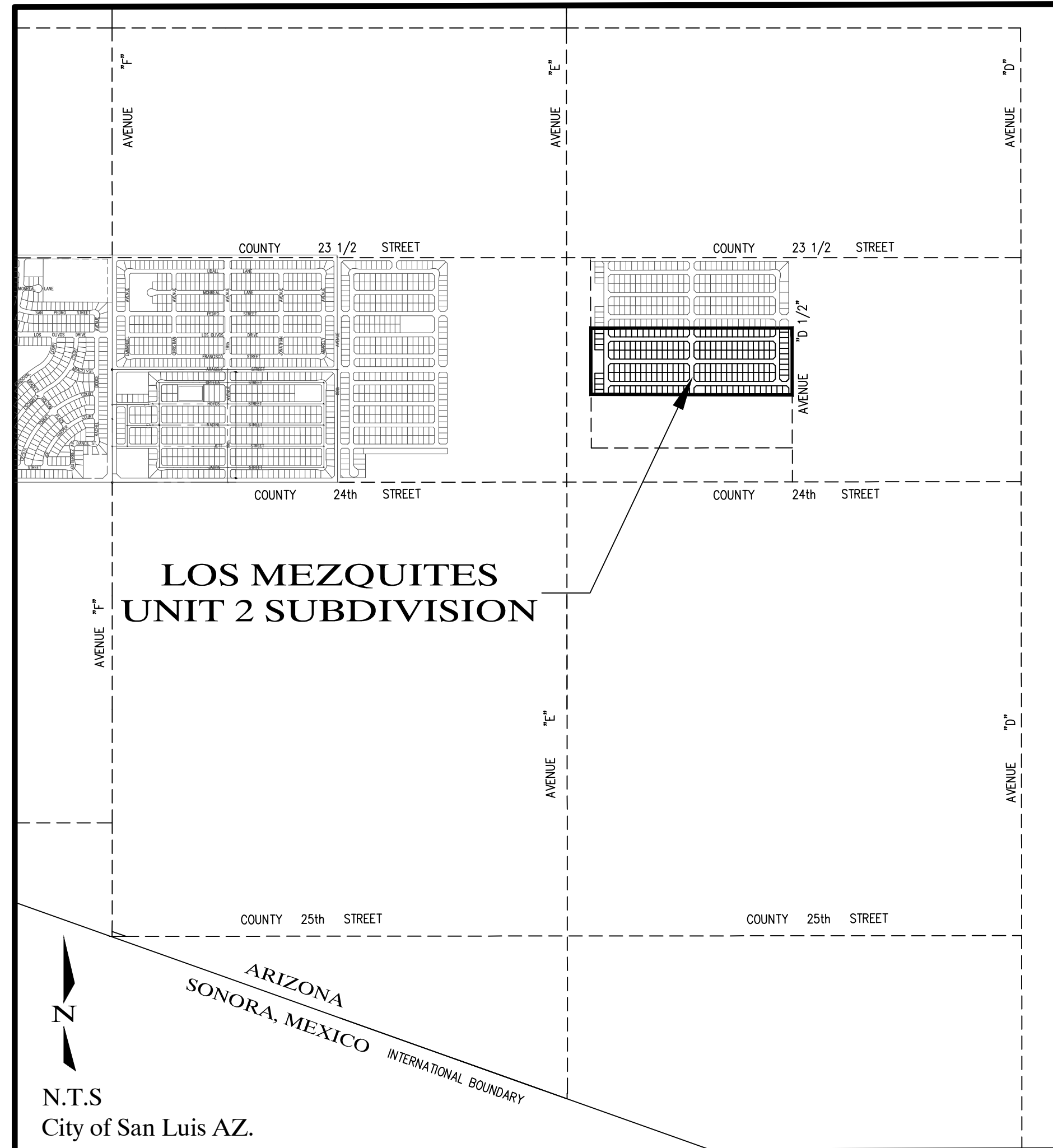
CHECKED BY:
FERNANDO VILLEGAS

APPROVED BY:
JOSE A. GUZMAN

LOS MEZQUITES SUBDIVISION UNIT 2

A SUBDIVISION OF PARCEL B OF THE AMENDED SAN LUIS PORT LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS,
PAGE 64, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
DATE OF PREPARATION: NOV 2021 NUMBER LOTS: 197 ACREAGE: 77.6820 ACRES

PRELIMINARY PLAT



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE _____ DAY OF _____, 2022, CAUSED A PORTION OF THE SW 1/4 OF SECTION 11, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 2" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 2" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. TRACT "A" IS DEDICATED TO THE CITY OF SAN LUIS FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES. THE EASEMENTS ARE DEDICATED FOR THE PURPOSE SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE _____ DAY OF _____, 2022.

BY: _____
NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

LOT AREAS

LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
196	6000.00 SF	221	6000.00 SF	246	6000.00 SF	271	6000.00 SF	296	6000.00 SF	321	6000.00 SF	346	6000.00 SF	371	6000.00 SF
197	6000.00 SF	222	6000.00 SF	247	6000.00 SF	272	6187.50 SF	297	6000.00 SF	322	6000.00 SF	347	6187.50 SF	372	6000.00 SF
198	6000.00 SF	223	6000.00 SF	248	6000.00 SF	273	6187.50 SF	298	6000.00 SF	323	6000.00 SF	348	6187.50 SF	373	6000.00 SF
199	6000.00 SF	224	6000.00 SF	249	6000.00 SF	274	6000.00 SF	299	6000.00 SF	324	6000.00 SF	349	6000.00 SF	374	6000.00 SF
200	6000.00 SF	225	6000.00 SF	250	6000.00 SF	275	6000.00 SF	300	6000.00 SF	325	6000.00 SF	350	6000.00 SF	375	6000.00 SF
201	6000.00 SF	226	6000.00 SF	251	6000.00 SF	276	6000.00 SF	301	6000.00 SF	326	6000.00 SF	351	6000.00 SF	376	6000.00 SF
202	6187.50 SF	227	6000.00 SF	252	6000.00 SF	277	6000.00 SF	302	6187.50 SF	327	6000.00 SF	352	6000.00 SF	377	6187.50 SF
203	6000.00 SF	228	6000.00 SF	253	6000.00 SF	278	6000.00 SF	303	6187.50 SF	328	6000.00 SF	353	6000.00 SF	378	6187.50 SF
204	6000.00 SF	229	6000.00 SF	254	6000.00 SF	279	6000.00 SF	304	6000.00 SF	329	6000.00 SF	354	6000.00 SF	379	6000.00 SF
205	6000.00 SF	230	6000.00 SF	255	6000.00 SF	280	6000.00 SF	305	6000.00 SF	330	6000.00 SF	355	6000.00 SF	380	6000.00 SF
206	6000.00 SF	231	6187.50 SF	256	6000.00 SF	281	6000.00 SF	306	6000.00 SF	331	6000.00 SF	356	6000.00 SF	381	6000.00 SF
207	6000.00 SF	232	6375.00 SF	257	6187.50 SF	282	6000.00 SF	307	6000.00 SF	332	6187.50 SF	357	6000.00 SF	382	6000.00 SF
208	6000.00 SF	233	6375.00 SF	258	6187.50 SF	283	6000.00 SF	308	6000.00 SF	333	6187.50 SF	358	6000.00 SF	383	6000.00 SF
209	6000.00 SF	234	6266.60 SF	259	6000.00 SF	284	6000.00 SF	309	6000.00 SF	334	6000.00 SF	359	6000.00 SF	384	6000.00 SF
210	6000.00 SF	235	6266.60 SF	260	6000.00 SF	285	6000.00 SF	310	6000.00 SF	335	6000.00 SF	360	6000.00 SF	385	6000.00 SF
211	6000.00 SF	236	6266.60 SF	261	6000.00 SF	286	6000.00 SF	311	6000.00 SF	336	6000.00 SF	361	6000.00 SF	386	6000.00 SF
212	6000.00 SF	237	6266.60 SF	262	6000.00 SF	287	6187.50 SF	312	6000.00 SF	337	6000.00 SF	362	6187.50 SF	387	6000.00 SF
213	6000.00 SF	238	6266.60 SF	263	6000.00 SF	288	6187.50 SF	313	6000.00 SF	338	6000.00 SF	363	6187.50 SF	388	6000.00 SF
214	6000.00 SF	239	6266.60 SF	264	6000.00 SF	289	6000.00 SF	314	6000.00 SF	339	6000.00 SF	364	6000.00 SF	389	6000.00 SF
215	6000.00 SF	240	6266.60 SF	265	6000.00 SF	290	6000.00 SF	315	6000.00 SF	340	6000.00 SF	365	6000.00 SF	390	6000.00 SF
216	6187.50 SF	241	6266.60 SF	266	6000.00 SF	291	6000.00 SF	316	6000.00 SF	341	6000.00 SF	366	6000.00 SF	391	6000.00 SF
217	6187.50 SF	242	6267.20 SF	267	6000.00 SF	292	6000.00 SF	317	6187.50 SF	342	6000.00 SF	367	6000.00 SF	392	6187.50 SF
218	6000.00 SF	243	6187.50 SF	268	6000.00 SF	293	6000.00 SF	318	6187.50 SF	343	6000.00 SF	368	6000.00 SF	393	1,693,416 SF
219	6000.00 SF	244	6000.00 SF	269	6000.00 SF	294	6000.00 SF	319	6000.00 SF	344	6000.00 SF	369	6000.00 SF		
220	6000.00 SF	245	6000.00 SF	270	6000.00 SF	295	6000.00 SF	320	6000.00 SF	345	6000.00 SF	370	6000.00 SF		

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

DIRECTOR OF PLANNING AND ZONING DEPARTMENT _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

BASIS OF BEARING

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS SHOWN ON DKT. 1848, PAGE 711, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA. BEARING N 00°26'29" E

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
1910 JUAN SANCHEZ BLVD
P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-8593

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. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

NOT FOR RECORDATION
FOR REVIEW ONLY

JUAN N. LOMELI _____ R.L.S. No. 22767

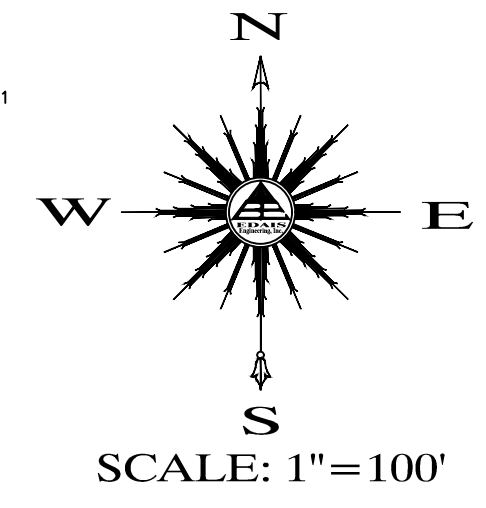
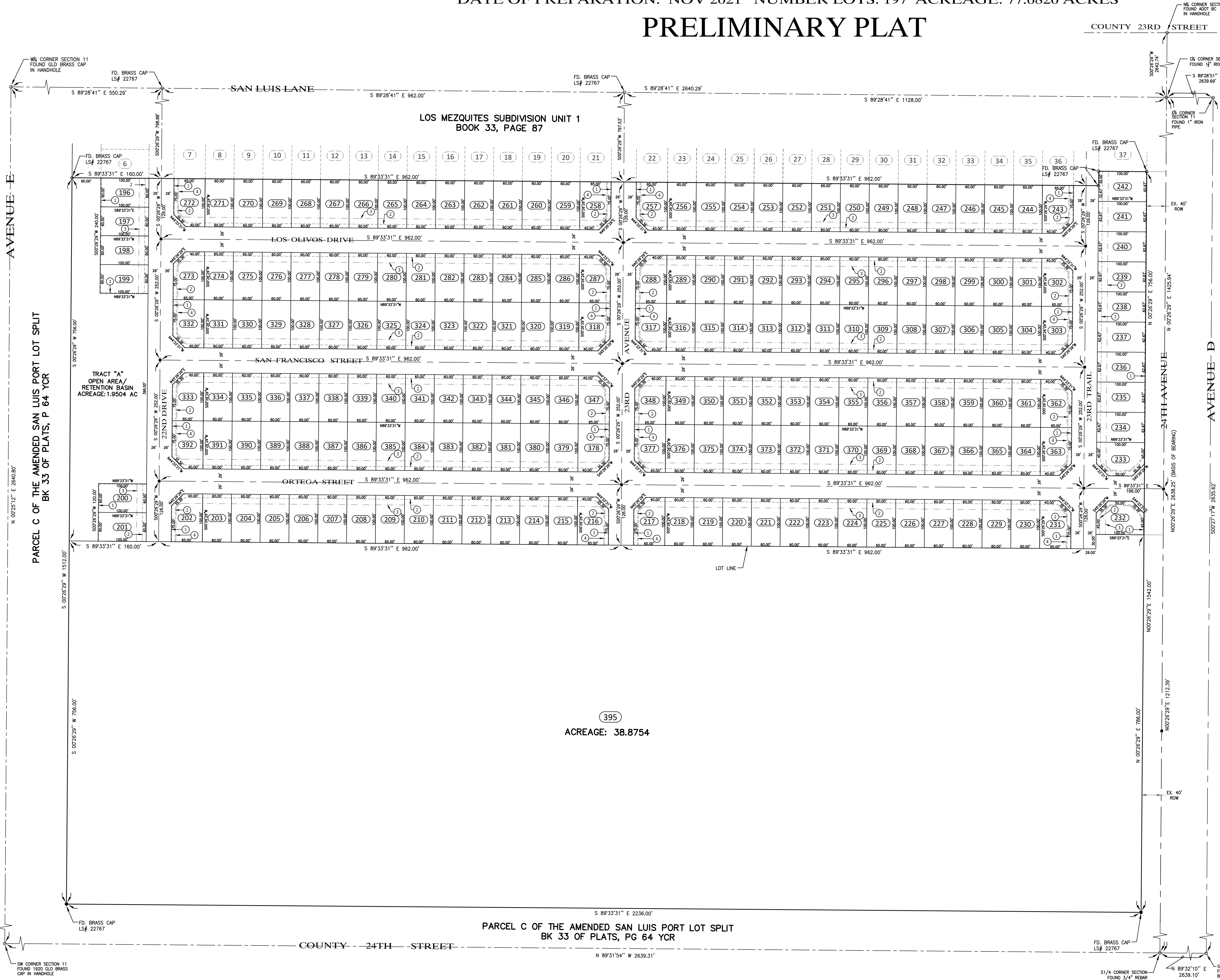
PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

LOS MEZQUITES SUBDIVISION UNIT 2

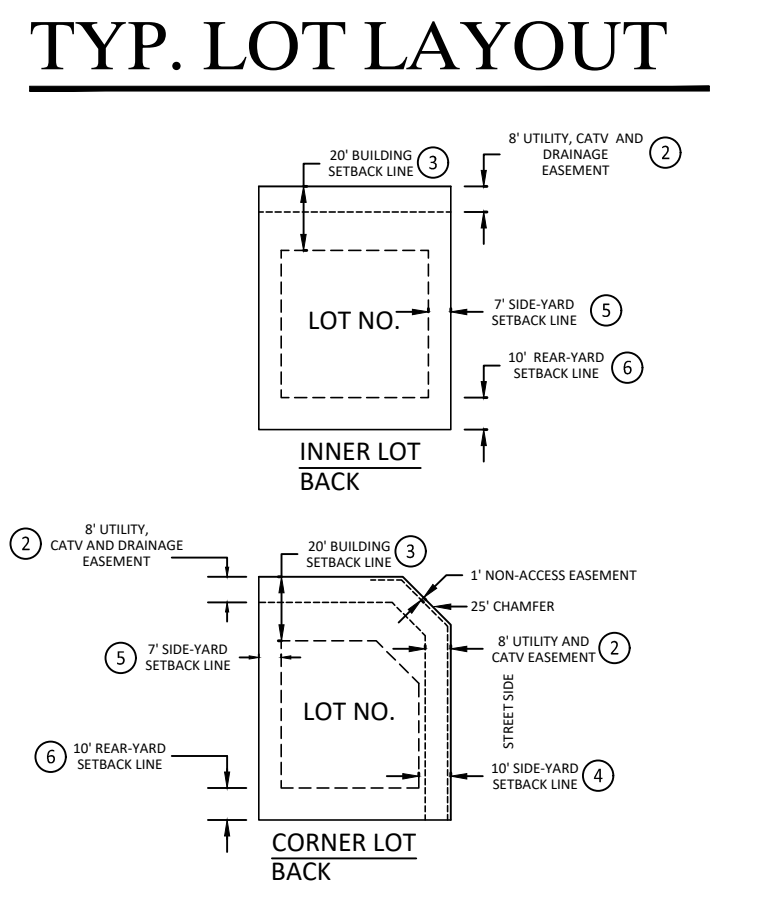
A SUBDIVISION OF PARCEL B OF THE AMENDED SAN LUIS PORT LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS,
PAGE 64, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
DATE OF PREPARATION: NOV 2021 NUMBER LOTS: 197 ACREAGE: 77.6820 ACRES

PRELIMINARY PLAT



- ### LEGEND
- SUBDIVISION BOUNDARY LINE
 - LOT LINE
 - CENTERLINE / SECTION LINE
 - RIGHT OF WAY LINE
 - SETBACK LINE
 - EASEMENT LINE (TYPE AS SHOWN)
 - NEW LOT NUMBER
 - EXISTING LOT NUMBER
 - NEW STREET MONUMENT
 - CITY OF YUMA STD DETAIL No. 4-030
 - EXISTING MONUMENT (TYPE AS NOTED)
 - RIGHT OF WAY
 - NON ACCESS EASEMENT
 - PUBLIC UTILITY EASEMENT
 - ASSessor'S PARCEL NUMBER
 - BK
 - PG
 - YCR

- ### KEYNOTES
- ① NEW 1' NON-ACCESS EASEMENT
 - ② NEW 8' PUE (PUBLIC UTILITY EASEMENT)
 - ③ NEW 20' FRONT YARD SETBACK LINE
 - ④ NEW 10' STREET SIDE YARD SETBACK LINE
 - ⑤ NEW 7' SIDE YARD SETBACK LINE
 - ⑥ NEW 10' REAR YARD SETBACK LINE



OPEN SPACE

MIN. OPEN SPACE REQUIRED = (38.8066 AC) X 5% = 1.94 AC
OPEN SPACE PROVIDED = 1.9504 AC

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. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

NOT FOR RECORDATION
FOR REVIEW ONLY

JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

CONFORMED COPY
2021-47097 RESOLUTION
12/22/2021 09:51:20 AM Pages: 13 Fees: \$15.00
Requested By: CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Poudre County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution
Resolution No. 2204
Riedel Holdings, L.L.C.
Los Mezquites Development Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2204

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT DEVELOPMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, AZ LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Los Mezquites project to be located in San Luis, Arizona; and

WHEREAS, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

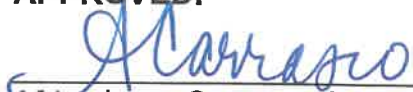
WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 21st day of December 2021.

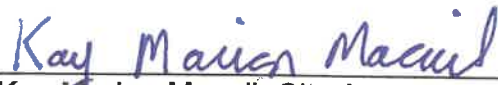
APPROVED:


Africa Luna-Carrasco, Vice-Mayor

ATTEST:


for Sonia Cornelio, Deputy City Clerk
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

LOS MEZQUITES DEVELOPMENT AGREEMENT

21st THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of day of December, 2021 (“**Effective Date**”) by and between the City of San Luis an Arizona municipal corporation (the “**City**”) and Riedel Holdings, AZ LLC, (the “**Owner**”). This Agreement is entered into pursuant to City Resolution Number 2204.

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, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the “**Property**”) and is currently being developed for a commercial shopping center (“**Shopping Center**”) and residential housing (“**Housing**”), and

C. WHEREAS, Owner has applied for a rezoning and lot split in order to develop the aforementioned Shopping Center and Housing Projects;

D. WHEREAS, A.R.S. § 9-500.05 provides, in part, that a development agreement can provide for the permitted uses of land; the density and intensity of uses; reservation or dedication of land for public purposes; conditions, terms, restrictions and requirements for public infrastructure; conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to title 48; and any other matters relating to the development of the property; and

E. WHEREAS, the City and Owner desire to enter into an agreement to provide for the rezoning and the splitting of land and provide for the lands future development; and

F. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2204;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

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

Agreement shall mean this development agreement.

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

Owner shall mean and refer to Riedel Holdings LLC, and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

1.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from date of execution.

1.2 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 5.3 of this Agreement.

1.3.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 under 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.

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

2.1 Dedication of Right of Way. At present time Owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by Public Works Department. Dedication of right of way on County 24th shall be 62 feet from center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed, but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this agreement. Owner agrees to make such

dedications of property as may be needed or necessary for such development in the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.

2.4 Residential Development. Developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.

2.5 Traffic Light Contribution. Any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

2.6 Waste Water Treatment Plant. Developer agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.

2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner, certain land within the Property, containing 5 gross acres of buildable land in addition to the open space requirement. Owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.

2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.

2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district and any enhanced municipal district needed.

2.10 Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

2.11 Buffer. Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

ARTICLE 3. INDEMNIFICATION

3.1. 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.

3.2. 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.

3.3. 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.

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

ARTICLE 4. MEDIATION AND DEFAULT

4.1. 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.

4.2. 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.

4.3. 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 5. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

5.1. 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. This agreement is subject to the provisions of A.R.S. §38-511.

5.2. 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 assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1. 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 Manager
 City of San Luis
 P.O. Box 1170
 1090 E. Union Street
 San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
 1964 E. Cesar Chavez Blvd., Suite 1
 P O Box 1649
 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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.

6.11. 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.

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

6.13. 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.

6.14. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

6.15. Time is of the Essence. Time is of the essence 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, Riedel Holding, L.L.C.

By: *A Carrasco*
Vice Mayor
KMM

By: *[Signature]*
Its: President

ATTEST:

By: *[Signature]* Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

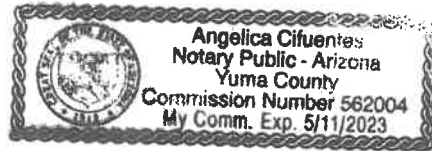
Kay Mauren Macuil
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21st day of December 2021, by Africa Luna-Carrasco, Vice-Mayor of the City of San Luis, Arizona, a municipal corporation.

Angelica Cifuentes
Notary Public

My Commission Expires: 05-11-2023



STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER 2021, by NIEVES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

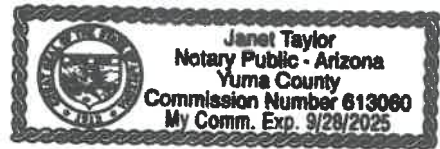
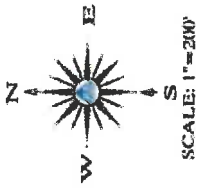


Exhibit 1
Los Mezquites Development Agreement

LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 897
 MASTER PLAN LAYOUT



Parcel 227-11-005: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. (108.91 acres)

Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- (74.64 acres)



PRELIMINARY
 NOT FOR
 CONSTRUCTION



January 20, 2022

SUBDIVISION CASE NUMBER: 2022-0040P

CASE SUMMARY: A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC for the preliminary plat approval for Los Mezquites Unit 2. This subdivision will contain 198 lots, in approximately 38.80 acres. The minimum lot size is 6,000 square feet. The property is located west of Avenue D ½ and north of County 24th Street. PID # 227-11-011 (the north half), San Luis, Arizona.

PUBLIC MEETING: March 8, 2022

COMMENTS DUE: February 1, 2022

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at Fervillegas@sanluisaz.gov

Thank you,

Fernando Villegas
Principal Planner

Attachment: Location Map, Preliminary Plat and Master Plan

COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has concerns regarding access to the subdivision, during development, and at full build out. This parcel is land locked without access from Avenue D ½ and Co.24th Street, and San Luis Lane is currently a single lane road, which will not provide adequate emergency access to the subdivision, if blocked by traffic. A second means of ingress/egress, to the entire project, will need to be provided for Fire Fighting tactics prior to construction. The City of San Luis Fire Department reserves the right to comment upon subsequent submittals.

Date:

01/20/22

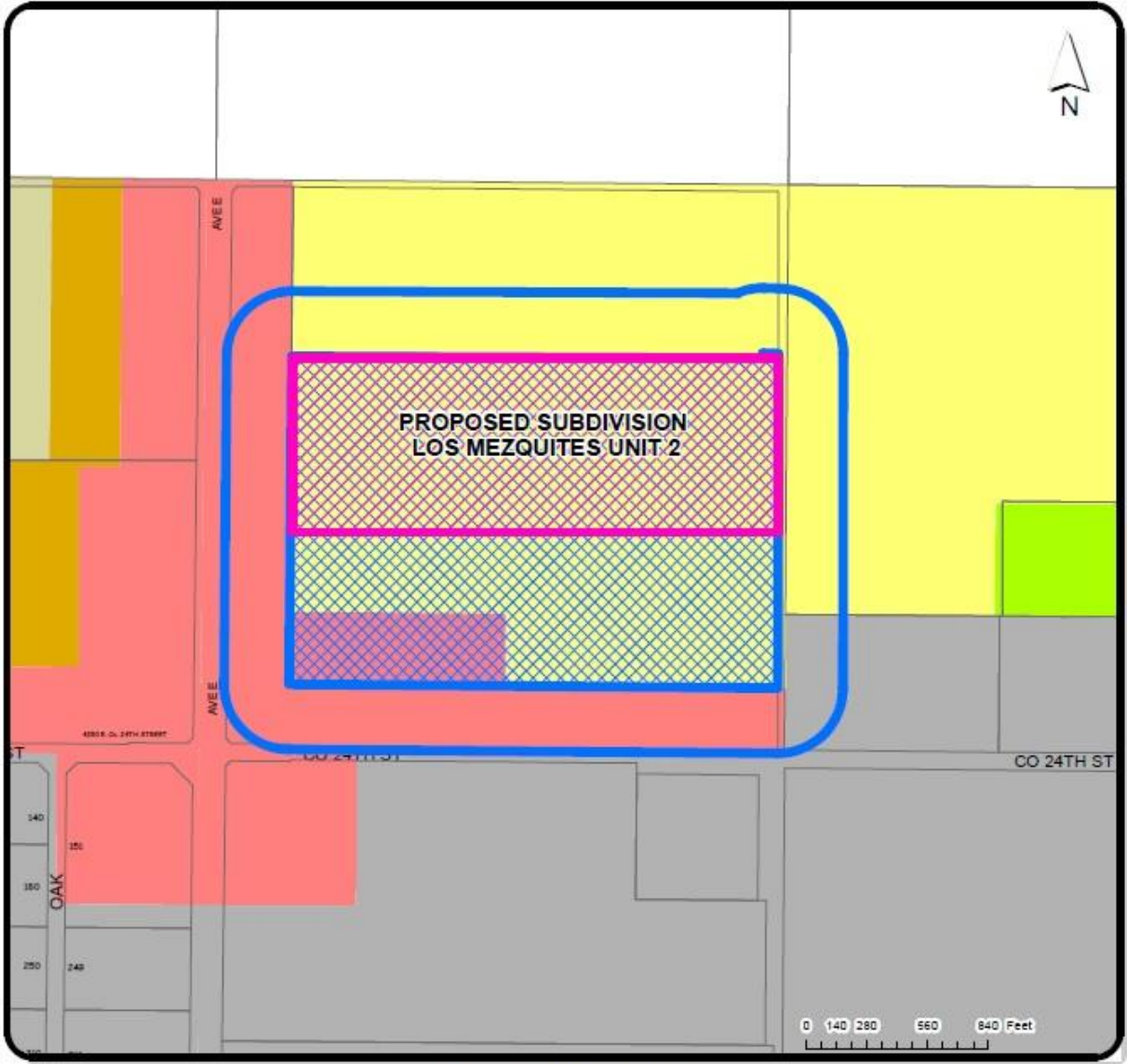
Agency:

The City of San Luis Fire Department




Phone:

928/341-8550

Return to: Fervillegas@sanluisaz.gov



LOCATION OF SUBJECT PROPERTY

-  PARCEL 227-11-011
-  300ft Notification Area
-  Proposed Subdivision Location

LOCATION MAP

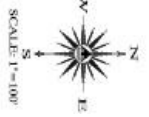
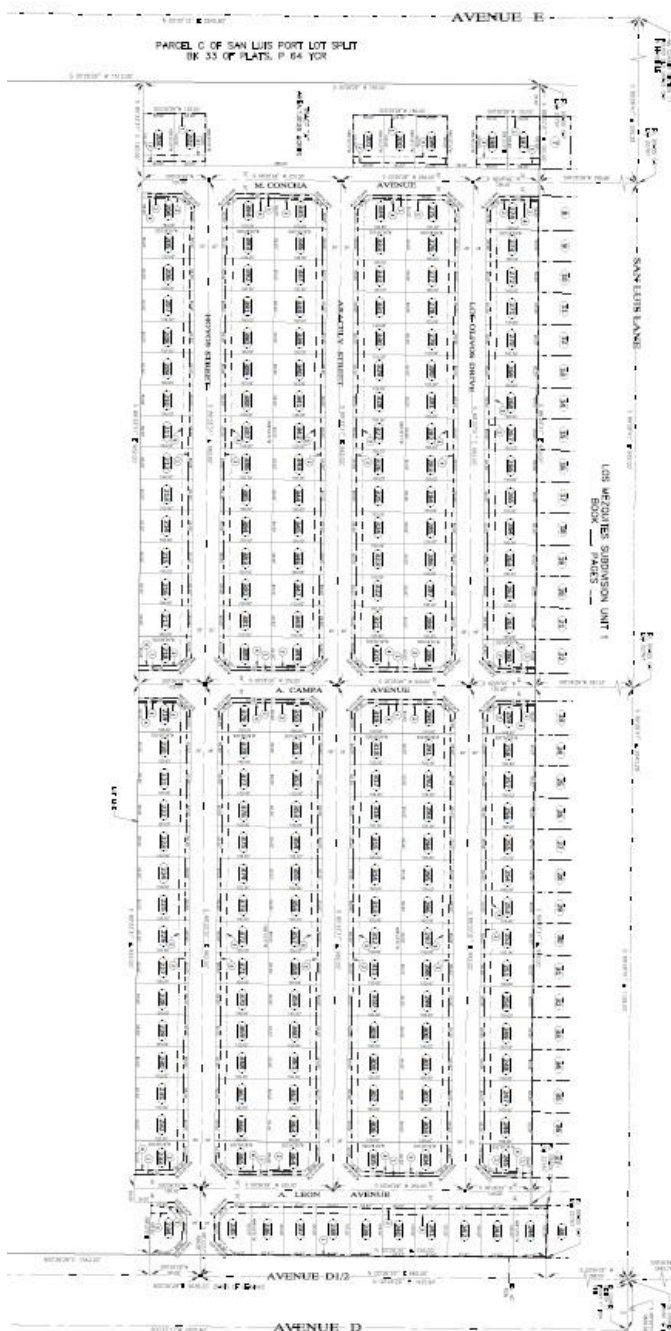
SUBDIVISION

CASE #
2022-0040-P

LOS MEZQUITES SUBDIVISION UNIT 2

A SUBDIVISION OF PARCEL B OF THE SAN LUIS PORT LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS,
 PAGE 64, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
 BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
 DATE OF PREPARATION: NOV 2021 NUMBER LOTS: 198 ACREAGE: 77.6820 ACRES

PRELIMINARY PLAT



Re: Los Mezquites Final Plat-ADOT Southwest District Comments

Good morning, below are comments regarding the Los Mezquites Subdivision and Von Verde Development. Please contact me if you have any questions. Thank you.

1. The intersection of Ave E/ Cesar Chavez Blvd is recommended to have dual left turn lanes in the WB direction. However, the Synchro calculation still shows LOS F in the year 2031.
2. Intersection Ave E/ Cesar Chavez Blvd: The existing storage for the WBL is about 560' and EBR is about 580' as shown in the sketch attached. Please verify the storage length that is used in the Synchro model. It seems 250' is used for both turn lanes.
3. The turn lane design should follow ADOT TGP 430 to determine the storage/ gap and taper for the intersection of Ave E/ Cesar Chavez. Please verify table 20.
4. Please provide the recommendations that have the LOS D or better for the intersection of Ave E/ Cesar Chavez in the year 2031 and 2036.

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov

LOS MEZQUITES SUBDIVISION

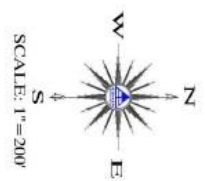
DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 854
 MASTER PLAN LAYOUT

UNIT #	ACREAGE
UNIT 1	RESIDENTIAL: 186.84 AC
UNIT 2	COMMERCIAL: 40.95 AC
UNIT 3	TOTAL: 227.79 AC
UNIT 4	OPEN SPACE/RETENTION BASIN: 13.82 AC



ZONING: C2 COMMERCIAL
 NEIGHBORHOOD SHOPPING CENTER
 ACREAGE: 40.95

COUNTY 24TH STREET



REVISIONS	

PRELIMINARY LAYOUT

LOS MEZQUITES SUBDIVISION



PRELIMINARY NOT FOR CONSTRUCTION

DATE:	
ISSUED:	
DESIGNED:	
PROJECT:	
SHEET NUMBER:	1



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Special Meeting

4. B.

Meeting Date: 05/17/2022

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0043F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 2 final plat. The property is located on the southeast corner of Avenue E and County 23-1/2 Street (San Luis Lane) in San Luis Arizona.

A. Staff Presentation

B Action on Subdivision Case No. 2022-0043F

BACKGROUND:

This subdivision will contain approximately 77.68 acres and will consist of 197 residential lots. The lots range in size from approximately 6,000 square feet to 6,400 square feet. Assessor's Parcel Number 227-11-011. The City of San Luis City Council approved on January 12, 2022, Rezoning Case No. 2021-0693 rezoning 186 acres to Medium Density Residential (R1-6).

A development agreement was approved by Resolution 2204, the term of the development agreement is for five (5) years.

General Plan

City Council approved Major Amendment Case No. 2021-0340 changing the land use designation to Medium Density Residential (MDR). The Major Amendment allowed the applicant to rezone the property to R1-6. (Rezoning Case No. 2021-0693).

SUMMARY:

The applicant has provided the information and materials necessary for review of the final plat for Los Mezquites Unit 2 subdivision. Staff recommends approval of this final plat with the condition that a road connection from the southeast corner to the subdivision to County 24th Street should be provided, as request by the Fire Department.

RECOMMENDED MOTION:

I MOVE TO APPROVE FINAL PLAT WITH THE CONDITION THAT THE APPLICANT PROVIDES A ROAD CONNECTION FROM THE SOUTHEAST CORNER OF THE SUBDIVISION TO COUNTY 24TH STREET, AS REQUESTED BY THE FIRE DEPARTMENT.

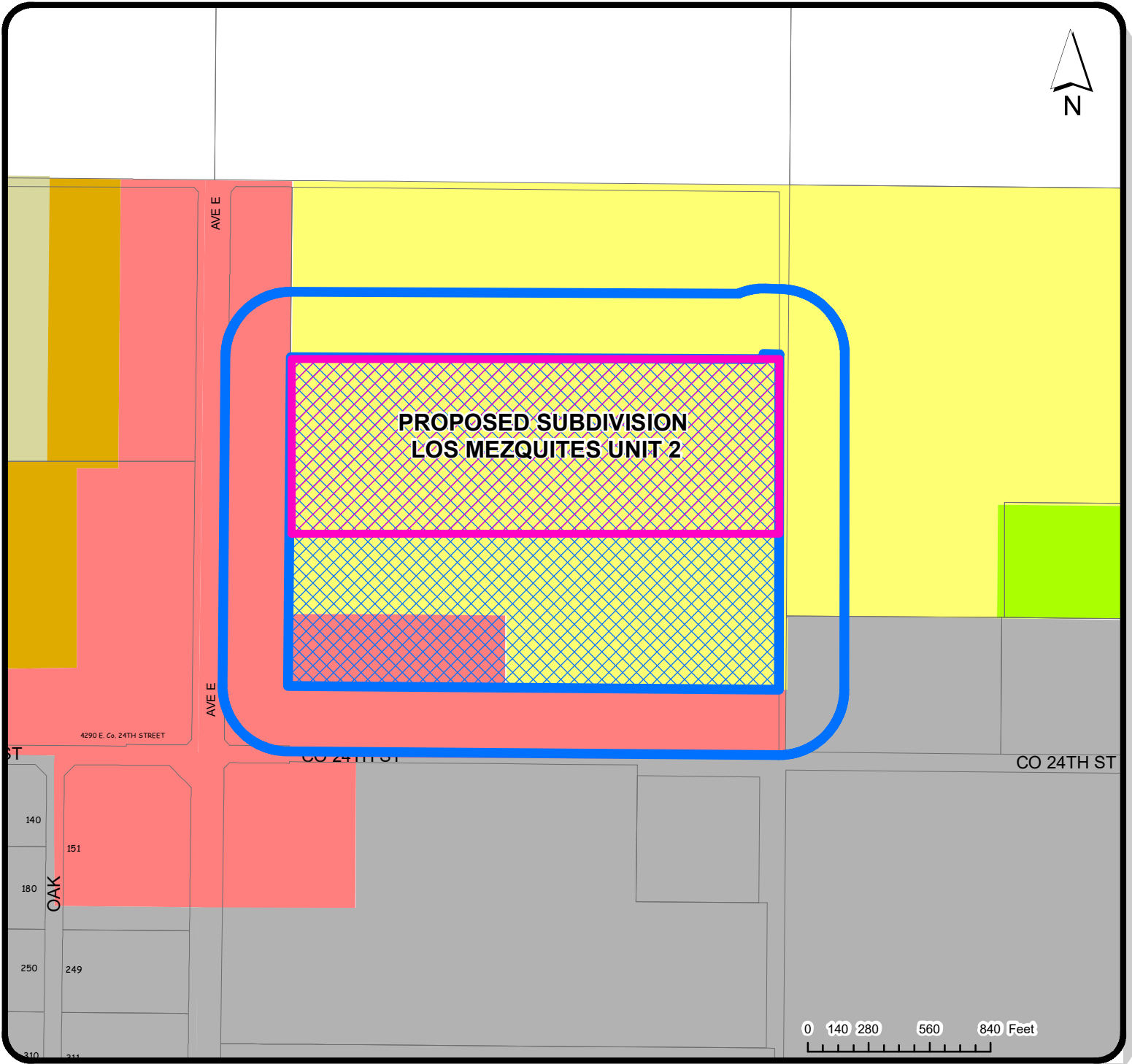
Attachments

Location Map

Final Plat Unit 2

Development Agreement




Fire Dept Comment Letter
ADOT Recommendation
Master Plan



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

SUBDIVISION

-  PARCEL 227-11-011
-  300ft Notification Area
-  Proposed Subdivision Location

CASE #
2022-0043-F

DATE:
1/19/2022

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

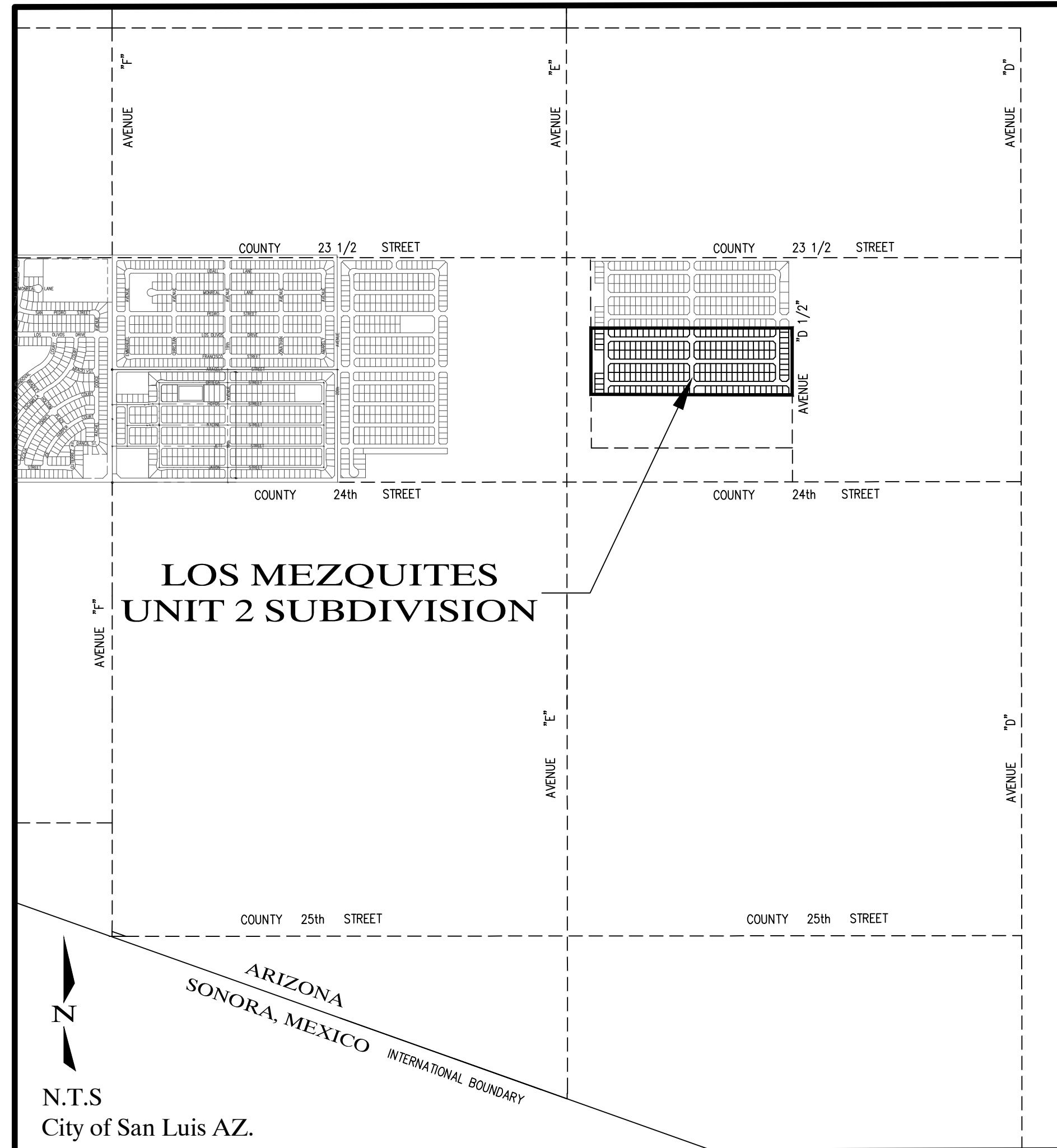
CHECKED BY:
FERNANDO VILLEGAS

APPROVED BY:
JOSE A. GUZMAN

LOS MEZQUITES SUBDIVISION UNIT 2

A SUBDIVISION OF PARCEL B OF THE AMENDED SAN LUIS PORT LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS,
PAGE 64, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
DATE OF PREPARATION: NOV 2021 NUMBER LOTS: 197 ACREAGE: 77.6820 ACRES

FINAL PLAT



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE _____ DAY OF _____, 2022, CAUSED A PORTION OF THE SW 1/4 OF SECTION 11, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 2" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 2" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. TRACT "A" IS DEDICATED TO THE CITY OF SAN LUIS FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES. THE EASEMENTS ARE DEDICATED FOR THE PURPOSE SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE _____ DAY OF _____, 2022.

BY: _____
NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

LOT AREAS

LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
196	6000.00 SF	221	6000.00 SF	246	6000.00 SF	271	6000.00 SF	296	6000.00 SF	321	6000.00 SF	346	6000.00 SF	371	6000.00 SF
197	6000.00 SF	222	6000.00 SF	247	6000.00 SF	272	6187.50 SF	297	6000.00 SF	322	6000.00 SF	347	6187.50 SF	372	6000.00 SF
198	6000.00 SF	223	6000.00 SF	248	6000.00 SF	273	6187.50 SF	298	6000.00 SF	323	6000.00 SF	348	6187.50 SF	373	6000.00 SF
199	6000.00 SF	224	6000.00 SF	249	6000.00 SF	274	6000.00 SF	299	6000.00 SF	324	6000.00 SF	349	6000.00 SF	374	6000.00 SF
200	6000.00 SF	225	6000.00 SF	250	6000.00 SF	275	6000.00 SF	300	6000.00 SF	325	6000.00 SF	350	6000.00 SF	375	6000.00 SF
201	6000.00 SF	226	6000.00 SF	251	6000.00 SF	276	6000.00 SF	301	6000.00 SF	326	6000.00 SF	351	6000.00 SF	376	6000.00 SF
202	6187.50 SF	227	6000.00 SF	252	6000.00 SF	277	6000.00 SF	302	6187.50 SF	327	6000.00 SF	352	6000.00 SF	377	6187.50 SF
203	6000.00 SF	228	6000.00 SF	253	6000.00 SF	278	6000.00 SF	303	6187.50 SF	328	6000.00 SF	353	6000.00 SF	378	6187.50 SF
204	6000.00 SF	229	6000.00 SF	254	6000.00 SF	279	6000.00 SF	304	6000.00 SF	329	6000.00 SF	354	6000.00 SF	379	6000.00 SF
205	6000.00 SF	230	6000.00 SF	255	6000.00 SF	280	6000.00 SF	305	6000.00 SF	330	6000.00 SF	355	6000.00 SF	380	6000.00 SF
206	6000.00 SF	231	6187.50 SF	256	6000.00 SF	281	6000.00 SF	306	6000.00 SF	331	6000.00 SF	356	6000.00 SF	381	6000.00 SF
207	6000.00 SF	232	6375.00 SF	257	6187.50 SF	282	6000.00 SF	307	6000.00 SF	332	6187.50 SF	357	6000.00 SF	382	6000.00 SF
208	6000.00 SF	233	6375.00 SF	258	6187.50 SF	283	6000.00 SF	308	6000.00 SF	333	6187.50 SF	358	6000.00 SF	383	6000.00 SF
209	6000.00 SF	234	6266.60 SF	259	6000.00 SF	284	6000.00 SF	309	6000.00 SF	334	6000.00 SF	359	6000.00 SF	384	6000.00 SF
210	6000.00 SF	235	6266.60 SF	260	6000.00 SF	285	6000.00 SF	310	6000.00 SF	335	6000.00 SF	360	6000.00 SF	385	6000.00 SF
211	6000.00 SF	236	6266.60 SF	261	6000.00 SF	286	6000.00 SF	311	6000.00 SF	336	6000.00 SF	361	6000.00 SF	386	6000.00 SF
212	6000.00 SF	237	6266.60 SF	262	6000.00 SF	287	6187.50 SF	312	6000.00 SF	337	6000.00 SF	362	6187.50 SF	387	6000.00 SF
213	6000.00 SF	238	6266.60 SF	263	6000.00 SF	288	6187.50 SF	313	6000.00 SF	338	6000.00 SF	363	6187.50 SF	388	6000.00 SF
214	6000.00 SF	239	6266.60 SF	264	6000.00 SF	289	6000.00 SF	314	6000.00 SF	339	6000.00 SF	364	6000.00 SF	389	6000.00 SF
215	6000.00 SF	240	6266.60 SF	265	6000.00 SF	290	6000.00 SF	315	6000.00 SF	340	6000.00 SF	365	6000.00 SF	390	6000.00 SF
216	6187.50 SF	241	6266.60 SF	266	6000.00 SF	291	6000.00 SF	316	6000.00 SF	341	6000.00 SF	366	6000.00 SF	391	6000.00 SF
217	6187.50 SF	242	6267.20 SF	267	6000.00 SF	292	6000.00 SF	317	6187.50 SF	342	6000.00 SF	367	6000.00 SF	392	6187.50 SF
218	6000.00 SF	243	6187.50 SF	268	6000.00 SF	293	6000.00 SF	318	6187.50 SF	343	6000.00 SF	368	6000.00 SF	393	1,693,416 SF
219	6000.00 SF	244	6000.00 SF	269	6000.00 SF	294	6000.00 SF	319	6000.00 SF	344	6000.00 SF	369	6000.00 SF		
220	6000.00 SF	245	6000.00 SF	270	6000.00 SF	295	6000.00 SF	320	6000.00 SF	345	6000.00 SF	370	6000.00 SF		

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

DIRECTOR OF PLANNING AND ZONING DEPARTMENT _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

BASIS OF BEARING

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS SHOWN ON DKT. 1848, PAGE 711, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA. BEARING N 00°26'29" E

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
1910 JUAN SANCHEZ BLVD
P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-8593

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. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

NOT FOR RECORDATION
FOR REVIEW ONLY

JUAN N. LOMELI _____ R.L.S. No. 22767

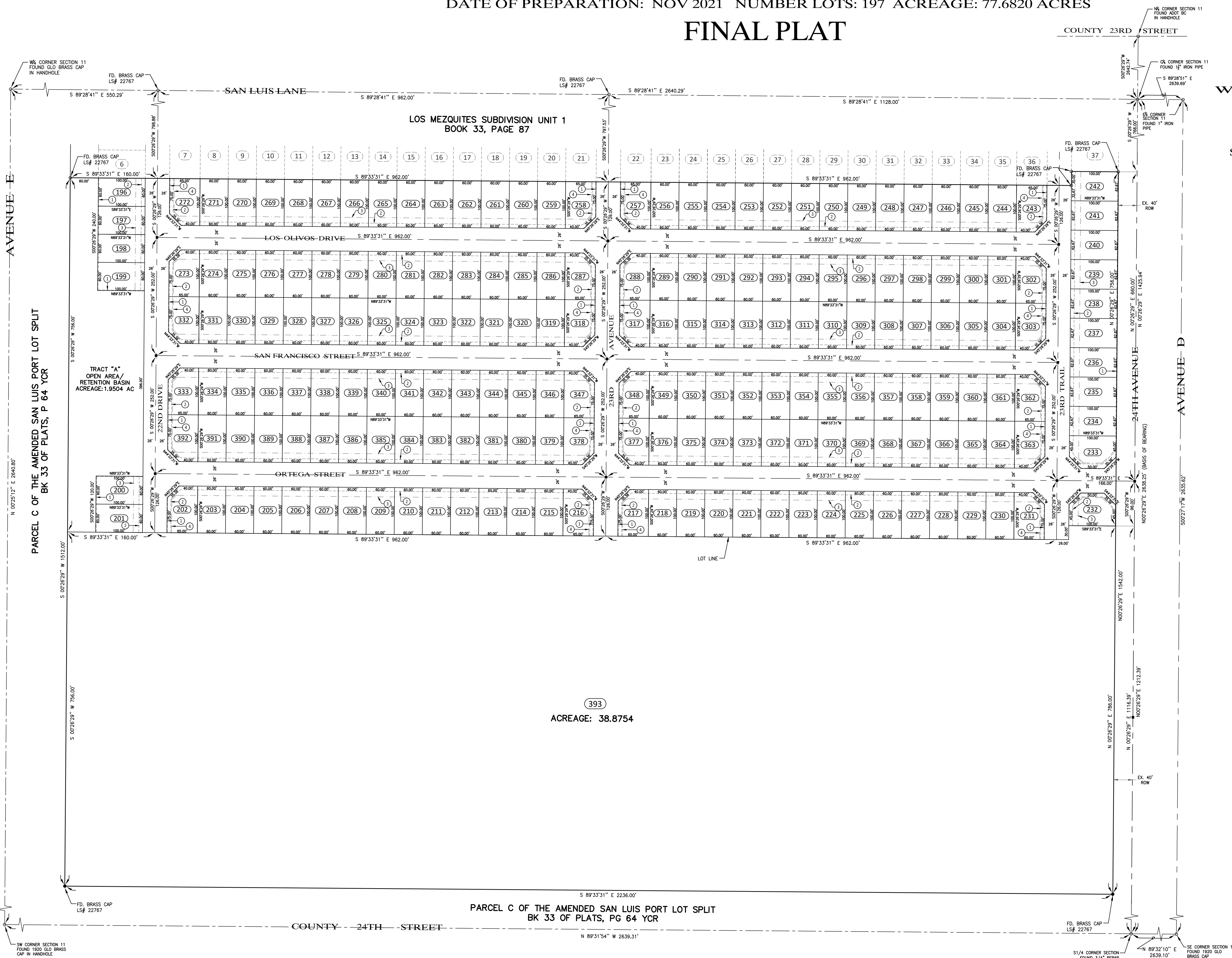
PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

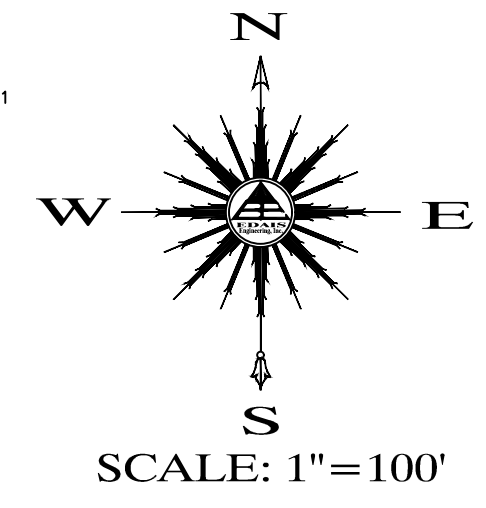
LOS MEZQUITES SUBDIVISION UNIT 2

A SUBDIVISION OF PARCEL B OF THE AMENDED SAN LUIS PORT LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS,
PAGE 64, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
DATE OF PREPARATION: NOV 2021 NUMBER LOTS: 197 ACREAGE: 77.6820 ACRES

FINAL PLAT

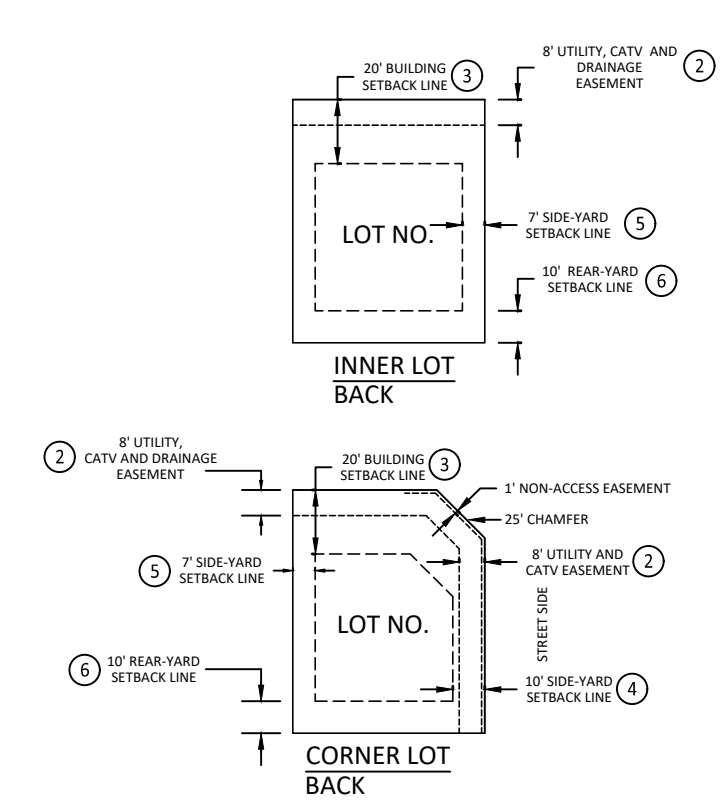


- ### LEGEND
- SUBDIVISION BOUNDARY LINE
 - LOT LINE
 - CENTERLINE / SECTION LINE
 - RIGHT OF WAY LINE
 - SETBACK LINE
 - EASEMENT LINE (TYPE AS SHOWN)
 - (197) NEW LOT NUMBER
 - (10) EXISTING LOT NUMBER
 - NEW STREET MONUMENT
 - CITY OF YUMA STD DETAIL No. 4-030
 - EXISTING MONUMENT (TYPE AS NOTED)
 - ROW
 - NAE
 - PUE
 - APN
 - BK
 - PG
 - YCR



- ### KEYNOTES
- ① NEW 1' NON-ACCESS EASEMENT
 - ② NEW 8' PUE (PUBLIC UTILITY EASEMENT)
 - ③ NEW 20' FRONT YARD SETBACK LINE
 - ④ NEW 10' STREET SIDE YARD SETBACK LINE
 - ⑤ NEW 7' SIDE YARD SETBACK LINE
 - ⑥ NEW 10' REAR YARD SETBACK LINE

TYP. LOT LAYOUT



OPEN SPACE

MIN. OPEN SPACE REQUIRED = (38.8066 AC) X 5% = 1.94 AC
OPEN SPACE PROVIDED = 1.9504 AC

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. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

NOT FOR RECORDATION
FOR REVIEW ONLY

JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:
Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

CONFORMED COPY
2021-47097 RESOLUTION
12/22/2021 09:51:20 AM Pages: 13 Fees: \$15.00
Requested By: CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Puerque County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution
Resolution No. 2204
Riedel Holdings, L.L.C.
Los Mezquites Development Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2204

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT DEVELOPMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, AZ LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Los Mezquites project to be located in San Luis, Arizona; and

WHEREAS, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

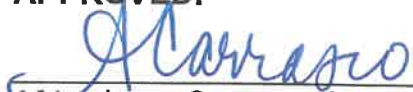
WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 21st day of December 2021.

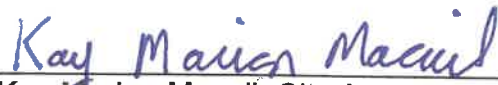
APPROVED:


Africa Luna-Carrasco, Vice-Mayor

ATTEST:


for Sonia Cornelio, Deputy City Clerk
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

LOS MEZQUITES DEVELOPMENT AGREEMENT

21st THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of day of December, 2021 ("**Effective Date**") by and between the City of San Luis an Arizona municipal corporation (the "**City**") and Riedel Holdings, AZ LLC, (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 2204.

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, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the "**Property**") and is currently being developed for a commercial shopping center ("**Shopping Center**") and residential housing ("**Housing**"), and
- C. WHEREAS, Owner has applied for a rezoning and lot split in order to develop the aforementioned Shopping Center and Housing Projects;
- D. WHEREAS, A.R.S. § 9-500.05 provides, in part, that a development agreement can provide for the permitted uses of land; the density and intensity of uses; reservation or dedication of land for public purposes; conditions, terms, restrictions and requirements for public infrastructure; conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to title 48; and any other matters relating to the development of the property; and
- E. WHEREAS, the City and Owner desire to enter into an agreement to provide for the rezoning and the splitting of land and provide for the lands future development; and
- F. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 2204;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

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

Agreement shall mean this development agreement.

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

Owner shall mean and refer to Riedel Holdings LLC, and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

1.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from date of execution.

1.2 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 5.3 of this Agreement.

1.3.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 under 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.

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

2.1 Dedication of Right of Way. At present time Owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by Public Works Department. Dedication of right of way on County 24th shall be 62 feet from center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed, but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this agreement. Owner agrees to make such

dedications of property as may be needed or necessary for such development in the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.

2.4 Residential Development. Developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.

2.5 Traffic Light Contribution. Any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

2.6 Waste Water Treatment Plant. Developer agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.

2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner, certain land within the Property, containing 5 gross acres of buildable land in addition to the open space requirement. Owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.

2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.

2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district and any enhanced municipal district needed.

2.10 Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

2.11 Buffer. Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

ARTICLE 3. INDEMNIFICATION

3.1. 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.

3.2. 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.

3.3. 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.

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

ARTICLE 4. MEDIATION AND DEFAULT

4.1. 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.

4.2. 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.

4.3. 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 5. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

5.1. 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. This agreement is subject to the provisions of A.R.S. §38-511.

5.2. 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 assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1. 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 Manager
 City of San Luis
 P.O. Box 1170
 1090 E. Union Street
 San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
 1964 E. Cesar Chavez Blvd., Suite 1
 P O Box 1649
 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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.

6.11. 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.

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

6.13. 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.

6.14. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

6.15. Time is of the Essence. Time is of the essence 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, Riedel Holding, L.L.C.

By: *A Carrasco*
Vice Mayor
KMM

By: *[Signature]*
Its: President

ATTEST:

By: *[Signature]* Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

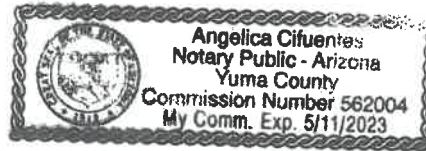
Kay Mauren Macuil
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21st day of December 2021, by Africa Luna-Carrasco, Vice-Mayor of the City of San Luis, Arizona, a municipal corporation.

Angelica Cifuentes
Notary Public

My Commission Expires: 05-11-2023



STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER 2021, by NIEVES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

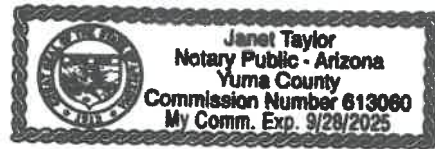
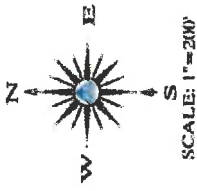


Exhibit 1
Los Mezquites Development Agreement

LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 897
 MASTER PLAN LAYOUT



Parcel 227-11-005: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. (108.91 acres)

Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- (74.64 acres)



PRELIMINARY
 NOT FOR
 CONSTRUCTION



January 20, 2022

SUBDIVISION CASE NUMBER: 2022-0040P

CASE SUMMARY: A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC for the preliminary plat approval for Los Mezquites Unit 2. This subdivision will contain 198 lots, in approximately 38.80 acres. The minimum lot size is 6,000 square feet. The property is located west of Avenue D ½ and north of County 24th Street. PID # 227-11-011 (the north half), San Luis, Arizona.

PUBLIC MEETING: March 8, 2022

COMMENTS DUE: February 1, 2022

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at Fervillegas@sanluisaz.gov

Thank you,

Fernando Villegas
Principal Planner

Attachment: Location Map, Preliminary Plat and Master Plan

COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has concerns regarding access to the subdivision, during development, and at full build out. This parcel is land locked without access from Avenue D ½ and Co.24th Street, and San Luis Lane is currently a single lane road, which will not provide adequate emergency access to the subdivision, if blocked by traffic. A second means of ingress/egress, to the entire project, will need to be provided for Fire Fighting tactics prior to construction. The City of San Luis Fire Department reserves the right to comment upon subsequent submittals.

Date:

01/20/22

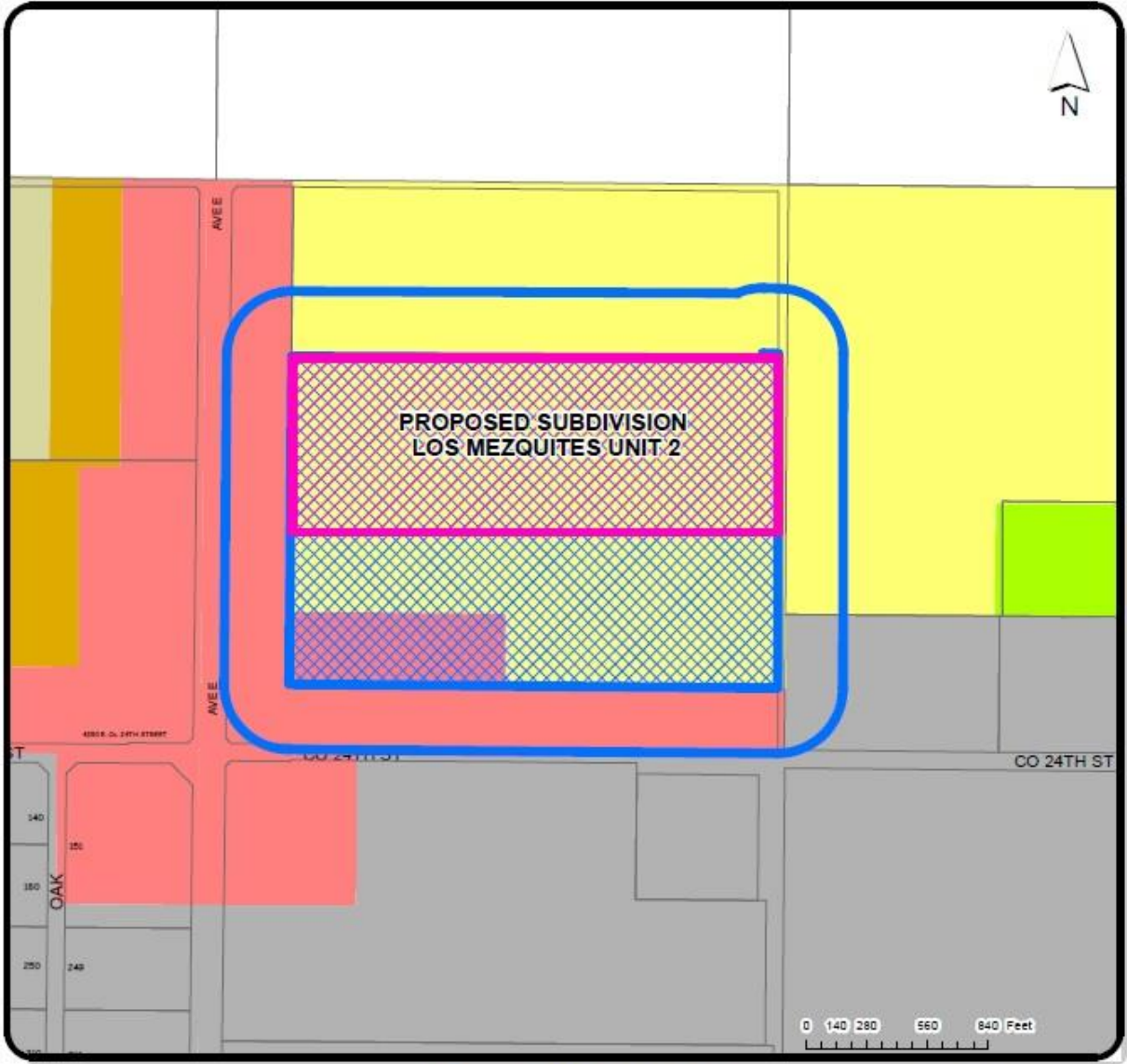
Agency:

The City of San Luis Fire Department




Phone:

928/341-8550

Return to: Fervillegas@sanluisaz.gov



LOCATION OF SUBJECT PROPERTY

-  PARCEL 227-11-011
-  300ft Notification Area
-  Proposed Subdivision Location

LOCATION MAP

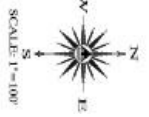
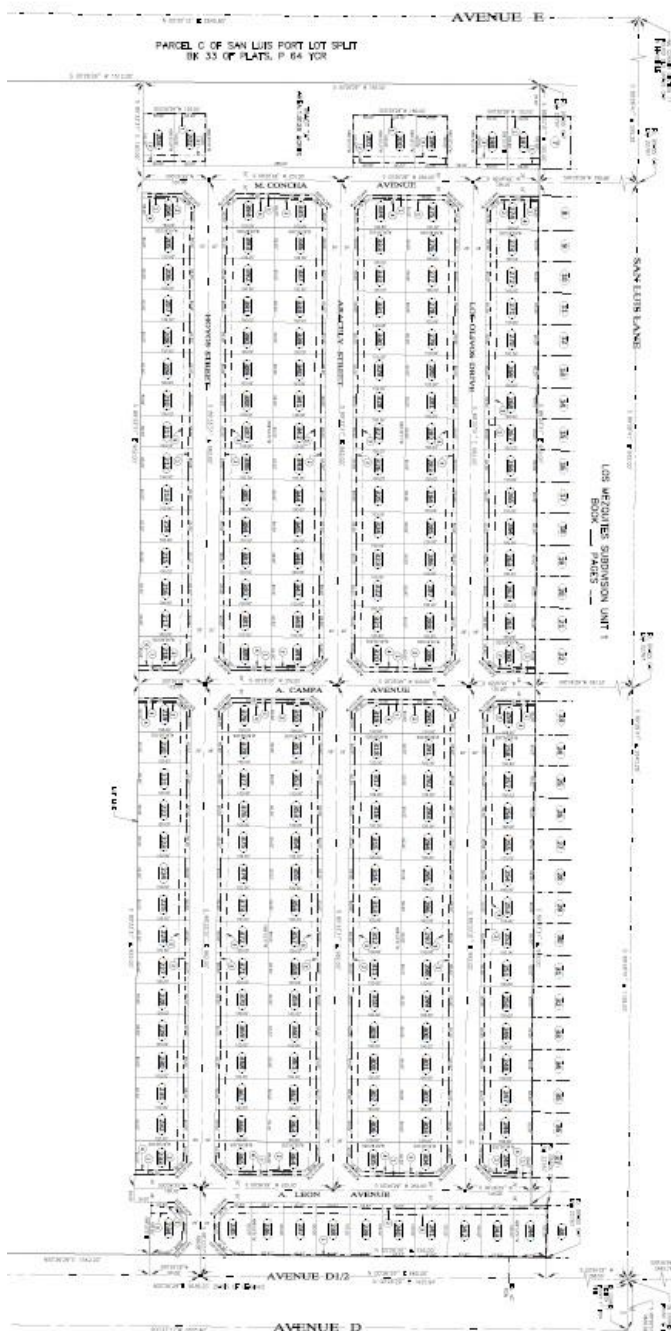
SUBDIVISION

CASE #
2022-0040-P

LOS MEZQUITES SUBDIVISION UNIT 2

A SUBDIVISION OF PARCEL B OF THE SAN LUIS PORT LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS,
 PAGE 64, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
 BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
 DATE OF PREPARATION: NOV 2021 NUMBER LOTS: 198 ACREAGE: 77.6820 ACRES

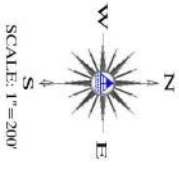
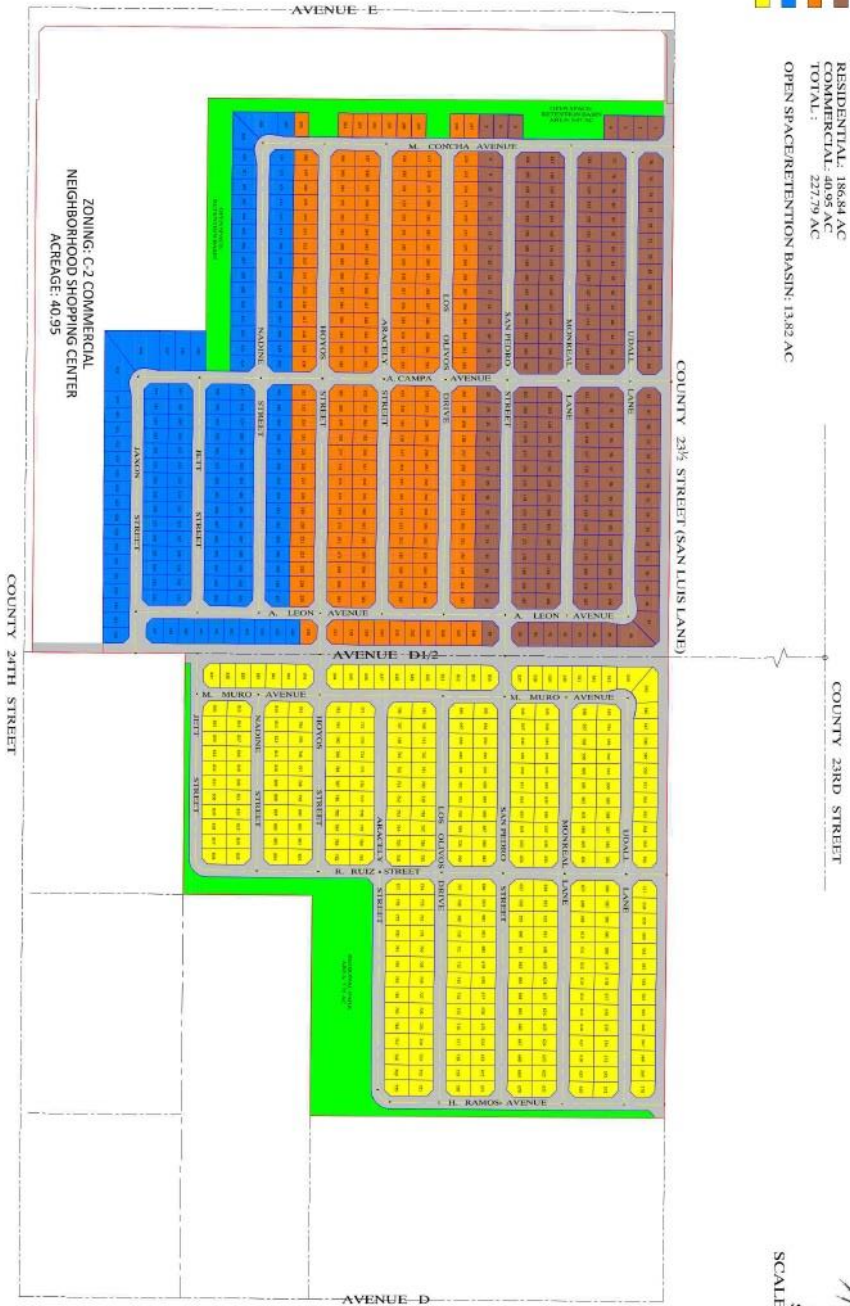
PRELIMINARY PLAT



LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021
 MASTER PLAN LAYOUT
 NUMBER OF LOTS: 854

UNIT #	ACREAGE
UNIT 1	RESIDENTIAL: 186.84 AC
UNIT 2	COMMERCIAL: 40.95 AC
UNIT 3	TOTAL: 227.79 AC
UNIT 4	OPEN SPACE/RETENTION BASIN: 13.82 AC



ZONING: C-2 COMMERCIAL
 NEIGHBORHOOD SHOPPING CENTER
 ACREAGE: 40.95

COUNTY 24TH STREET

 EDAIS Engineering, Inc. <small>2610 N. Ave. 4, #5095 Yuma, Arizona (908) 764-1966 www.edaisengineering.com</small>	LOS MEZQUITES SUBDIVISION	PRELIMINARY LAYOUT	PRELIMINARY NOT FOR CONSTRUCTION
DATE: _____ DRAWN: _____ CHECKED: _____ PROJECT: _____ SHEET NUMBER: _____			

Re: Los Mezquites Final Plat-ADOT Southwest District Comments

Good morning, below are comments regarding the Los Mezquites Subdivision and Von Verde Development. Please contact me if you have any questions. Thank you.

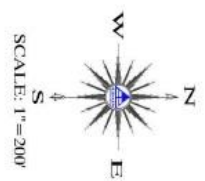
1. The intersection of Ave E/ Cesar Chavez Blvd is recommended to have dual left turn lanes in the WB direction. However, the Synchro calculation still shows LOS F in the year 2031.
2. Intersection Ave E/ Cesar Chavez Blvd: The existing storage for the WBL is about 560' and EBR is about 580' as shown in the sketch attached. Please verify the storage length that is used in the Synchro model. It seems 250' is used for both turn lanes.
3. The turn lane design should follow ADOT TGP 430 to determine the storage/ gap and taper for the intersection of Ave E/ Cesar Chavez. Please verify table 20.
4. Please provide the recommendations that have the LOS D or better for the intersection of Ave E/ Cesar Chavez in the year 2031 and 2036.

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Southwest District
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LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 854
 MASTER PLAN LAYOUT

UNIT #	ACREAGE
UNIT 1	RESIDENTIAL: 186.84 AC
UNIT 2	COMMERCIAL: 40.95 AC
UNIT 3	TOTAL: 227.79 AC
UNIT 4	OPEN SPACE/RETENTION BASIN: 13.82 AC



ZONING: C2 COMMERCIAL
 NEIGHBORHOOD SHOPPING CENTER
 ACREAGE: 40.95

COUNTY 24TH STREET

REVISIONS	

PRELIMINARY LAYOUT

LOS MEZQUITES SUBDIVISION



PRELIMINARY NOT FOR CONSTRUCTION

DATE:	
ISSUED:	
DESIGNED:	
PROJECT:	
SHEET NUMBER:	1