



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2292

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

**WHEREAS**, Nieves Riedel, Riedel Holdings, LLC; Owner, desires to enter into a development agreement for La Esperanza Subdivision 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 \_\_\_\_\_ day of September, 2023.

**APPROVED:**

\_\_\_\_\_  
Luis E. Cabrera, Vice Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

## LA ESPERANZA ESTATES DEVELOPMENT AGREEMENT

### Rezoning Case Number 2023-0214

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("**Effective Date**") by and between the City of San Luis, an Arizona municipal corporation (the "**City**"), and Riedel Holdings LLC a limited liability corporation organized under the laws of Arizona, (the "**Owner**"). The City and the Owner may be referred to singularly as the "Party" and collectively as the "Parties." This Agreement is entered into pursuant to City Resolution Number \_\_\_\_\_.

### RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real Property that is located in the City; and

B. WHEREAS, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the "**Property**"); and

C. 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

D. WHEREAS, the City's governing body has authorized the execution of this Agreement by Resolution No. 2292;

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.

Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all

structures, buildings, roads, driveways, parking areas, walls, landscaping, and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Agreement.

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 ten (10) 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 non-breaching 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 INFRASTRUCTURE**

2.1. Rezoning Case No. 2023-0214 is conditioned upon the development of the land in a manner similar to the conceptual plan, as shown in Exhibit 1.

2.2. If the property is developed with public streets, the owner agrees that a full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property. If the property is developed as a private gated community, the owner agrees to provide a 10" water line and fire hydrants at least every 300 feet and provide a 54-foot paved private street right-of-way for Union Avenue.

2.3. The Owner shall have a traffic study conducted at the Owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements include but are not limited to, possible

contributions to future roadway improvements such as traffic signals and/or canal crossing along 6<sup>th</sup> Avenue. Improvements shall also comply with the City's Ordinance No. 390.

2.4. The applicant must provide to the City any documentation regarding the Home Owners Association (HOA) including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deemed necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 18.15.060.

2.5. Grading and erosion control shall comply with the 2018 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

2.6. Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 18 Table No. 2). The required 2% for La Esperanza Estates Subdivision is 0.302 acres.

2.7. Owner agrees to obtain ownership of any necessary right-of-way and/or permits for improvements.

2.8. City agrees to the deviation of Subdivision Regulations Section 3.30 allowing a cul-de-sac to serve 30 dwellings units instead of 20, if the property is developed as a private gated community in accordance with Section 2.2 of this agreement.

2.9. Owner agrees to provide a gravity system connection for sewer services.

2.10. Union Street shall be designed and constructed in accordance with the current City of San Luis Public Works Standards. Statements shall be contained on the plat and in both the CC&Rs and the HOA by-laws that Union Street is declared private, subject to an easement authorizing use by emergency and public service vehicles, and remain the permanent responsibility of the homeowners' association. The City has no

responsibility to maintain or repair the surface of the street or easement property other than to restore the street or property to its original condition after cutting the street for installation of a water main or repairs to the main.

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

### **ARTICLE 3. INDEMNIFICATION**

3.1. Owner agrees to defend, indemnify, and hold harmless City, its officers, officials, and employees ("**Indemnified Group**") from and against claims, damages, losses, and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, financial 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. SUB AGREEMENTS

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

## ARTICLE 5. MEDIATION AND DEFAULT

5.1. 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.

5.2. 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.

5.3. 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 6. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

6.1. 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 the provisions of A.R.S. § 38-511.

6.2. 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 7. MISCELLANEOUS PROVISIONS**

7.1. 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 LLC  
   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.

7.2. 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.

7.3 . 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.

7.4. 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.

7.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire Agreement between the Parties. This provision applies only to the entirety of Agreement Number 1 only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit 1      Legal Description of Property and Conceptual Design

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

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

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

7.9. Recordation of Agreement and Subsequent Amendment; Cancellation.

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

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

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

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

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

7.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

7.15. 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.

7.16. Boycott. Owner certifies, to the extent permitted by law, that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

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: \_\_\_\_\_  
Vice Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA     )  
  ) ss.  
County of Yuma         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Luis E. Cabrera, Vice Mayor of the City of San Luis, Arizona, a municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA     )  
  ) ss.  
County of Yuma         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, on behalf of Riedel Holding AZ LLC, an Arizona Limited Liability Corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# LA ESPERANZA ESTATES

A SUBDIVISION OF PARCEL B OF BARKLEY LOT SPLIT No. 3 AS RECORDED IN BOOK 27 OF PLATS,  
PAGES 68 YUMA COUNTY RECORDERS OFFICE. YUMA, COUNTY, AZ. AND BEING A PORTION OF THE  
N 1/2 OF THE SW 1/4 OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA  
DATE OF PREPARATION: AUGUST 2020 NUMBER OF LOTS: 30 ACREAGE: 15.1  
PRELIMINARY PLAT



OFFICE OF YUMA COUNTY RECORDER

BOOK \_\_\_\_\_ OF \_\_\_\_\_  
PAGE \_\_\_\_\_

**SUBDIVIDER/OWNER**  
**RIEDEL HOLDINGS, LLC**  
P.O. BOX 1568  
5th FLR, AZ, 85349  
9208 827-8365

**BASIS OF BEARING**  
THE SOUTH LINE OF THE SW 1/4 OF THE SECTION 6,  
T11S, R24W, NAMELY N 89°40'11" E AS SHOWN ON  
BARKLEY LOT SPLIT No. 3 RECORDED IN BOOK 27 OF  
PLATS PAGE 68, YUMA COUNTY RECORDER.

- LEGEND**
- CENTERLINE
  - BOUNDARY LINE
  - - - EXISTING LOTS
  - NEW STREET MONUMENT AS PER YUMA CITY STD. DETAIL No. 4-430
  - FOUND MONUMENT (TYPE AS SHOWN)
  - SET 1/2" REBAR W/CAP LS 49335
  - B.C. INDICATES BRASS CAP
  - H.H. INDICATES HAND HOLE
  - (R1) RECORDED INFORMATION PER BARKLEY LOT SPLIT No. 3 AS SHOWN IN BOOK 27 OF PLATS, PAGE 68 YUMA COUNTY RECORDS
  - (R2) DATA REFER TO 110' U.S.B.R. EAST MAIN CANAL R.O.W. AS SHOWN ON R.O.W. MAP No. 35-303-646 RECORDED @ YUMA COUNTY WATER USERS ASSOC.
  - A.P.N. ASSESSOR PARCEL NUMBER
  - RB EXISTING NUMBER LOT

**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.

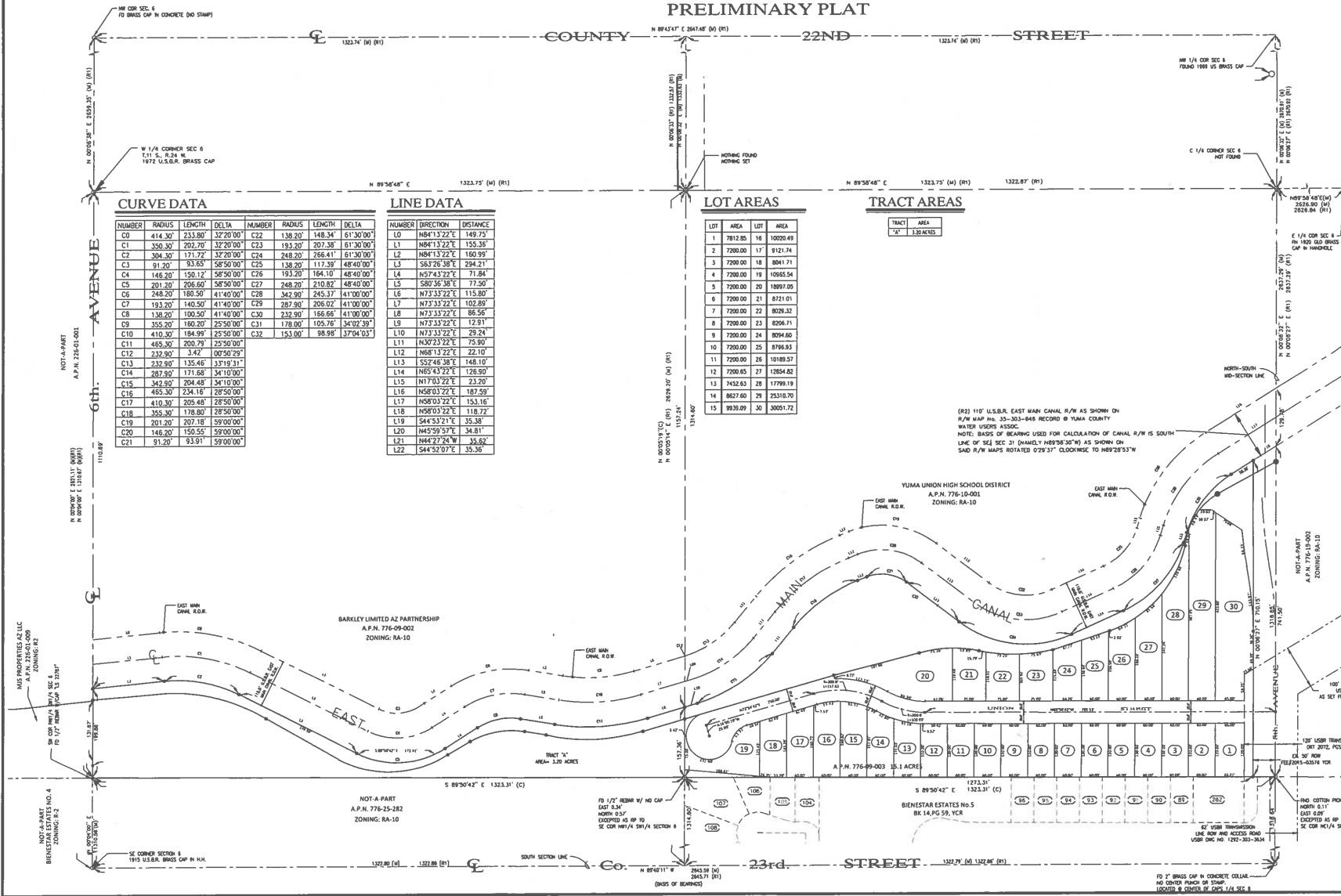


JUAN N. LOPEZ R.L.S. No. 22767

**PREPARED BY:**



**SHEET 2 OF 2**



**CURVE DATA**

NUMBER	RADIUS	LENGTH	DELTA
C0	414.30'	233.80'	32°20'00"
C1	350.30'	202.70'	32°20'00"
C2	304.30'	171.72'	32°20'00"
C3	91.20'	93.60'	58°50'00"
C4	146.20'	150.12'	58°50'00"
C5	201.20'	206.60'	58°50'00"
C6	248.20'	180.50'	41°40'00"
C7	193.20'	140.50'	41°40'00"
C8	138.20'	100.50'	41°40'00"
C9	355.20'	160.20'	25°50'00"
C10	410.30'	184.99'	25°50'00"
C11	465.30'	209.79'	25°50'00"
C12	232.90'	142.00'	08°50'25"
C13	232.90'	135.46'	13°19'31"
C14	287.90'	171.68'	34°10'00"
C15	342.90'	204.48'	34°10'00"
C16	465.30'	234.10'	28°50'00"
C17	410.30'	205.48'	28°50'00"
C18	355.30'	178.80'	28°50'00"
C19	201.20'	207.18'	59°00'00"
C20	146.20'	150.55'	59°00'00"
C21	91.20'	93.91'	59°00'00"

**LINE DATA**

NUMBER	DIRECTION	DISTANCE
L0	N84°13'22" E	149.75'
L1	N84°13'22" E	155.36'
L2	N84°13'22" E	160.99'
L3	S80°28'38" E	294.21'
L4	N57°43'22" E	71.84'
L5	S80°36'38" E	77.50'
L6	N73°33'22" E	115.80'
L7	N73°33'22" E	102.89'
L8	N73°33'22" E	86.56'
L9	N73°33'22" E	12.91'
L10	N73°33'22" E	29.24'
L11	N30°23'22" E	75.90'
L12	N68°13'22" E	102.89'
L13	S52°46'38" E	148.10'
L14	N65°43'22" E	126.90'
L15	N17°03'22" E	23.20'
L16	N58°03'22" E	187.59'
L17	N58°03'22" E	153.16'
L18	N58°03'22" E	118.72'
L19	S44°53'21" E	35.38'
L20	N45°59'57" E	34.81'
L21	N45°22'24" W	35.82'
L22	S44°52'07" E	35.39'

**LOT AREAS**

LOT	AREA	LOT	AREA
1	7812.85	16	10020.49
2	7200.00	17	9121.74
3	7200.00	18	8041.71
4	7200.00	19	10965.54
5	7200.00	20	18997.05
6	7200.00	21	8721.01
7	7200.00	22	8029.33
8	7200.00	23	8206.71
9	7200.00	24	8094.60
10	7200.00	25	8784.83
11	7200.00	26	10189.57
12	7200.00	27	12854.82
13	7432.63	28	17799.19
14	8827.60	29	23310.70
15	9939.09	30	30051.72

**TRACT AREAS**

TRACT	AREA
"A" TRACTS	

(R2) 110' U.S.B.R. EAST MAIN CANAL R/W AS SHOWN ON R/W MAP No. 35-303-646 RECORDED @ YUMA COUNTY WATER USERS ASSOC.  
NOTE: BASIS OF BEARING USED FOR CALCULATION OF CANAL R/W IS SOUTH LINE OF SEC 31 (NAMELY N89°50'00" W) AS SHOWN ON SAID R/W MAP ROTATED 0°29'31" CLOCKWISE TO N89°53'33" W

YUMA HIGH SCHOOL DISTRICT  
A.P.N. 776-10-001  
ZONING: RA-10

BARKLEY LIMITED AZ PARTNERSHIP  
A.P.N. 776-09-001  
ZONING: RA-10

NOT-A-PART  
A.P.N. 776-25-282  
ZONING: RA-10

NOT-A-PART  
A.P.N. 776-99-003  
15.1 ACRES

BIENESTAR ESTATES No.5  
BK. 14, PG. 59, YCR

100' S43 BY TRANSMISSION LINE ROW  
VEER MEAS 1200-284-836  
AS SET FORTH IN DIST. 138, PG. 418-420, YCR.

120' USER TRANSMISSION LINE ROW  
DIST. 2072, PCL. 823-826, YCR.  
OR 50' ROW  
VEER 805-5039, YCR.

NO. COTTON PICKER SPINDLE  
NORTH 0.11'  
EAST 0.04'  
EXEMPT AS RP 10  
BY COP. P.C.A. 99/A SEC. 8

FO 2" BRASS CAP IN CONCRETE COLLAR  
NO COVER PATCH OF STAMP.  
LOCATED @ CORNER OF SEC. 14 SEC. 8