NOTICE OF REGULAR 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 Regular Planning & Zoning Commission Meeting at 6:00 p.m., Tuesday, December 12, 2023. 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 E. 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 Commission 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/ Roman Pacheco, Planning Technician

AVISO DE JUNTA REGULAR DE LA COMISIÓN DE PLANEACIÓN Y ZONIFICACIÓN

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 regular a las 6:00 p.m., el día Martes, 12 de Diciembre del 2023. La junta se llevará a cabo en la Sala del Cabildo de la ciudad, ubicado en el 1090 E. 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 E. Union Street, 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 de la Comisión 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/ Roman Pacheco, Técnico en Planeación

AGENDA
Planning & Zoning Commission
Regular Meeting
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
Tuesday, December 12, 2023
6:00 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. CONSENT AGENDA
All matters are considered to be routine by the Planning & Zoning Commission and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

3. A. APPROVAL OF MINUTES
-Regular Planning and Zoning Commission meeting held September 12, 2023.

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. 2023-0597P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the preliminary plat approval of La Esperanza Estates Subdivision. The property is located between 6th Avenue and 8th Avenue, north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona.

A. Staff Presentation
B. Action on Subdivision Case No. 2023-0597P

4. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0598F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the final plat approval of La Esperanza Estates Subdivision. The property is located between 6th Avenue and 8th Avenue, north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0598F

5. ADJOURNMENT

AGENDA ITEM REVIEW FORM

3. A.

Summary

APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held September 12, 2023.

Attachments

RP&ZM

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
SEPTEMBER 12, 2023
6:00 p.m.

1. CALL TO THE ORDER /ROLL CALL: Chairman Marco A. Pinzon called the meeting to order at 6:01 p.m.

PRESENT:

Chairman Marco A. Pinzon
Vice Chairman Javier Barraza
Commission Member Veronica Zavala (via Zoom)
Commission Member George Amaya
Commission Member Angelica Ortiz (via Zoom)

ABSENT:

Commission Member Hugo Garcia
Commission Member Ruben Walshe

OTHERS PRESENT:

Jose A. Guzman, Director of Planning and Zoning (via Zoom)
Roman Pacheco, Planning Technician
Antonio Maldonado, Video Production Specialist
Juan Tejeda, Associate Planner
Ruben Lopez, I.T. Technician
Noe Rivera, Rivera Studio

2. PLEDGE OF ALLEGIANCE

Commission Member George Amaya led the Pledge of Allegiance.

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

- Regular Planning and Zoning Commission meeting held August 8, 2023.

MOTION: **Vice Chairman Javier Barraza / Chairman Marco A. Pinzon** approved the consent agenda as presented. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Javier Barraza	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Angelica Ortiz	Aye

4. ITEMS REQUIRING DISCUSSION AND/OR ACTION

4. A. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Case No. 2023-0387. A request by Noe Rivera from Rivera Studio, on behalf of Iglesia De Cristo, for a Conditional Use Permit to allow the expansion of a religious institution established at 1050 E. Arizona Street in San Luis, Arizona.

A. Open public hearing

MOTION: **Vice Chairman Javier Barraza / Chairman Marco A. Pinzon** to open the public hearing. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Javier Barraza	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Angelica Ortiz	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report recommending approval of Conditional Use Permit Case No. 2023-00387, with the condition that the owner complies with required parking spaces unless the City Council approves a Variance.

Commission Member Goerge Amaya asked if the existing building is the main Assembly Building. How many parking spaces currently exist? **Mr. Guzman** responded that they now have six parking spaces and are in compliance with the requirements. **Amaya** stated the following question regarding the occupancy load: is this an increase in occupancy or similar to the existing main assembly building? The new facility will be for the assembly, and the current one will be for the classroom. However, the requirements are based on the square footage.
Vice Chairman Javier Barraza asked if the proposed expansion is the one that is triggering more parking requirements. **Guzman** responded that they are adding 1,740 square feet to the use. **Chairman Pinzon** asked if nine parking spaces are required, and right now, they are providing six parking lots. In the future, they must develop the nine parking spaces or apply for a variance. **Guzman** responded yes. The site plan they have is currently proposing six parking spaces. So, they might be able to come up with nine or reduce the square footage of the proposed building, or they can apply for a variance. We will be presenting this item at the same meeting. However, they must provide the required parking if the request is denied. **Barraza** asked how many accessible parking spaces are needed. **Guzman** responded with one parking space. **Commission Member Veronica Zavala** asked if the applicant had redone the site plan and if they could create more parking spaces. Was that option discussed? **Guzman** responded that it was mentioned to the applicant that they could redo the parking area or apply for a variance. **Amaya** asked the applicant to propose the six parking spaces; however, could there be a variance to reduce the dimensions of the parking space? **Guzman** stated that there's a standard for parking space sizes, which we follow. We can review the variance for the number of parking spaces but not the dimensions.

Noe Rivera, Rivera Studio, stated that the intention to reduce the number of parking spaces is that the two uses for the church and the multi-purpose room parking spaces add up. The church's service works differently; both buildings will not be used simultaneously. Therefore, I am asking if you can please consider how the function of a church operates.

Vice Chairman Barraza explained to the applicant that one of his options would be to obtain the variance, provide the nine parking spaces, or reduce the size of the proposed building. **Barraza** also asked staff if on-street parking is an option for the applicant. **Guzman** explained that the parking is required to have onsite parking, and we have a specification based on the use. They have a long retention basin next to the church for on-street parking. Still, that parking cannot be counted towards the requirement as Vice Chairman Barraza mentioned the recommendation from staff is for the owner to comply with required parking spaces unless the City Council approves a variance.

2. Call to the Public on this item
There were no public comments.

MOTION: **Chairman Marco A. Pinzon / Commission Member George Amaya** to close the public hearing. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Javier Barraza	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Angelica Ortiz	Aye

C. Action on Conditional Use Case No. 2023-0387

MOTION: **Commission Member George Amaya / Vice Chairman Javier Barraza** to recommend approval of Conditional Use Case No. 2023-0387 to the City Council subject to conditions as presented by staff. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Javier Barraza	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Angelica Ortiz	Aye

5. ADJOURNMENT

MOTION: **Chairman Marco A. Pinzon** / **Commission Member Goerge Amaya** to adjourn the Regular Planning and Zoning Commission meeting at approximately 6:19 p.m. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Javier Barraza	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Angelica Ortiz	Aye

APPROVED:

_____
Marco A. Pinzon, Chairman

ATTEST:

_____
Roman Pacheco, Planning Technician

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR PLANNING AND ZONING COMMISSION MEETING OF THE PLANNING AND ZONING COMMISSION, SAN LUIS, ARIZONA, HELD ON SEPTEMBER 12, 2023. I FURTHER CERTIFY THE MEETING WAS DULLY CALLED AND HELD, AND A QUORUM WAS PRESENT.

_____
Roman Pacheco, Planning Technician

PLANNING & ZONING
AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting **4. A.**

Meeting Date: 12/12/2023

Submitted By: Juan Tejeda, Associate Planner, Planning & Zoning Department

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0597P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the preliminary plat approval of La Esperanza Estates Subdivision. The property is located between 6th Avenue and 8th Avenue, north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona.

A. Staff Presentation
B. Action on Subdivision Case No. 2023-0597P

SUMMARY:

This subdivision will be designed as a private gated community containing approximately 15.1 acres and will consist of 30 residential lots. The residential lots range in size from approximately 7,200 square feet to 108,000 square feet. Assessor's Parcel Number 776-09-003.

GENERAL PLAN:

This area is designated as Medium Density Residential (MDR) in the City of San Luis 2040 General Plan. The activities proposed will be consistent with and conform to the designation. The MDR Land Use designation allows detached single family residential density range up to six dwelling units per acre.

DEVELOPMENT AGREEMENT:

A development agreement was approved on September 2023, by Resolution No. 2292, the term of the development agreement is for ten (10) years. The development agreement approved includes the following commitments:

- Rezoning Case No. 2023-0214 was conditioned upon the development of the land in a manner similar to the conceptual plan submitted as part of the Development Agreement.
- 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.
- 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 6th Avenue. Improvements shall also comply with the City’s Ordinance No. 390.
- 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.

- 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.
- Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the Open Space required by the Zoning Regulations (Chapter 18 Table No. 2).
- Owner agrees to obtain ownership of any necessary right-of-way and/or permits for improvements.
- 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.
- Owner agrees to provide a gravity system connection for sewer services.
- 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.
- The terms of the Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

STAFF RECOMMENDATION:
Staff recommends approval of Subdivision Case No. 2023-0597P with the following conditions:

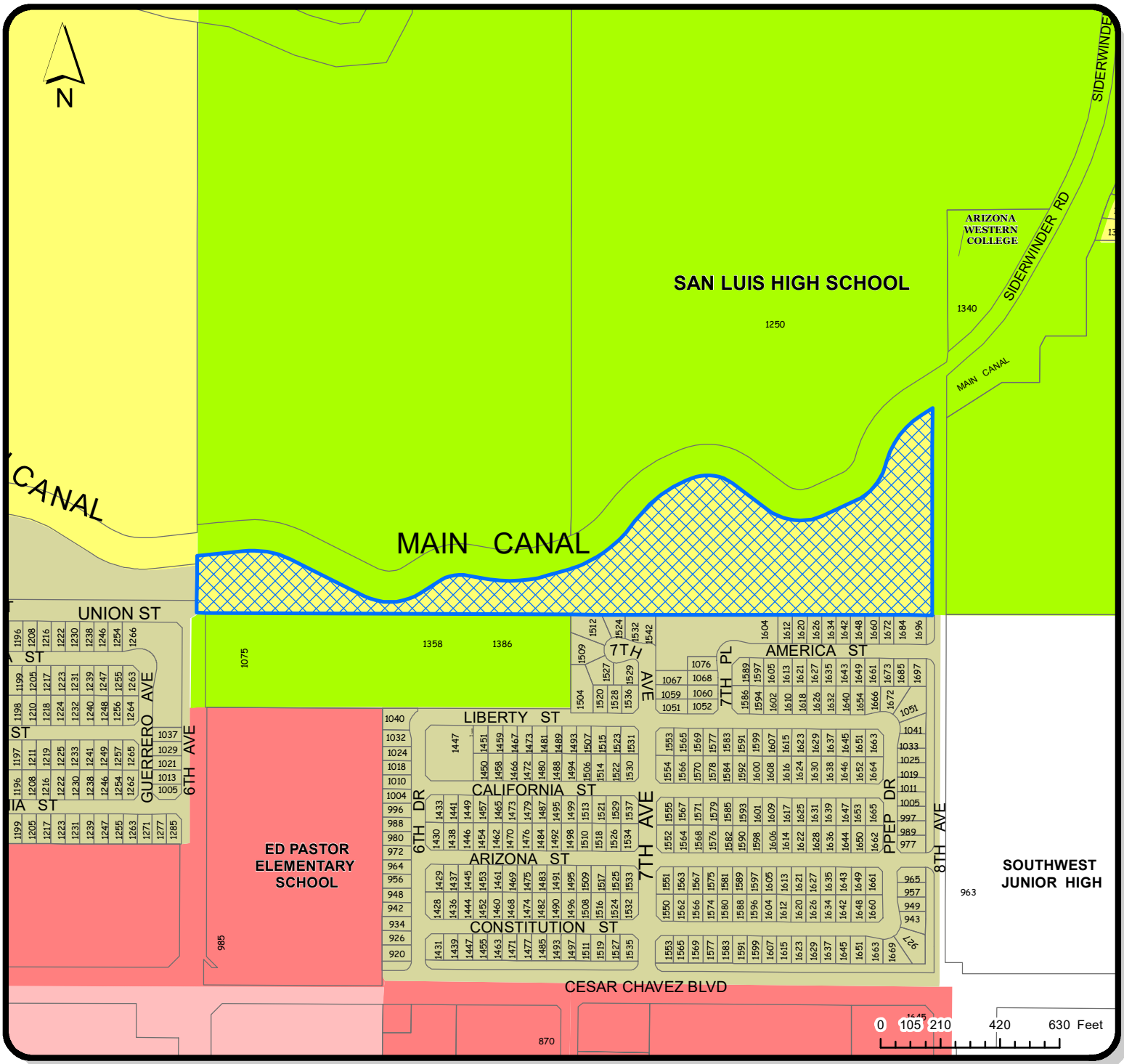
1. Applicant must address comments from Comment Letter dated 11-21-2023.
2. Developer must comply with the approved development agreement as per Resolution No. 2292.
3. Landscaping plans shall be submitted prior to presenting this item to City Council. Open Space required for this subdivision shall be 5%.

RECOMMENDED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2023-0597P PRELIMINARY PLAT FOR LA ESPERANZA ESTATES SUBDIVISION WITH CONDITIONS AS RECOMMENDED BY STAFF.

Attachments

Location Map
Preliminary Plat
Aerial Picture
11-21-23 Comment Letter
Resolution No. 2292 - Development Agreement



LOCATION OF SUBJECT PROPERTY

PID: 776-09-003

LOCATION MAP

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
- R1-6
- RA-10

MULTIPLE RESIDENCE ZONING DISTRICTS
- R-2
- R-3

COMMERCIAL ZONING DISTRICTS
- C-1
- C-2

SUBDIVISION

CASE # 2023-0597P
2023-0598F

DATE:
10/18/2023

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN

LA ESPERANZA ESTATES

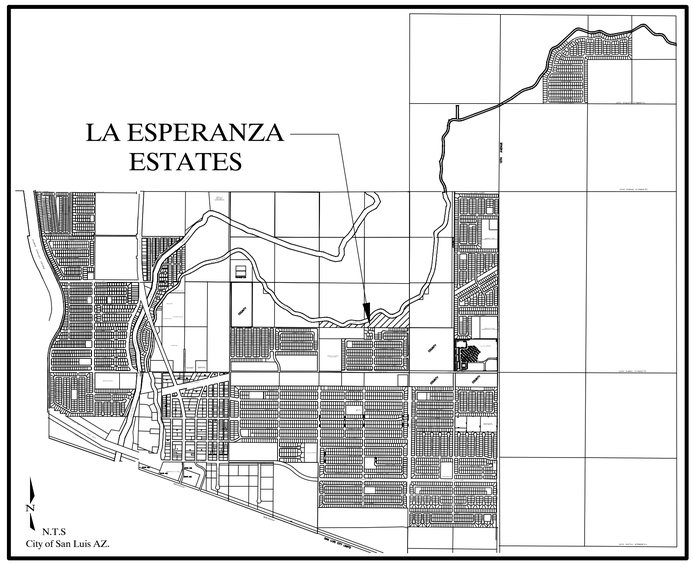
A SUBDIVISION OF PARCEL B OF BARKLEY LOT SPLIT No. 3 AS RECORDED IN BOOK 27 OF PLATS, PAGES 68 YUMA COUNTY RECORDERS OFFICE. YUMA, COUNTY, AZ. AND BEING A PORTION OF THE N ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

DATE OF PREPARATION: OCTOBER 2023 NUMBER OF LOTS: 54 ACREAGE: 15.1

PRELIMINARY PLAT

OFFICE OF YUMA COUNTY RECORDER

BOOK _____OF _____,
PAGE _____



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 _____ 2023, CAUSED A PORTION OF THE N½ OF THE SW¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LA ESPERANZA ESTATES" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LA ESPERANZA ESTATES" 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;

TRACT 'A' AND TRACT 'B' ARE DEDICATED TO THE LA ESPERANZA ESTATES HOA, INC. FOR THE USE AND ENJOYMENT OF THE RESIDENTS OF 'LA ESPERANZA ESTATES SUBDIVISION'. TRACT 'B' IS HEREBY DECLARED AS PRIVATE STREET AND WILL NEVER CONVERT TO PUBLIC OWNERSHIP. THE MAINTENANCE OF THE PRIVATE STREET KNOWN AS UNION STREET, LANDSCAPE IN TRACT 'A' AND LANDSCAPE WITHIN THE ADJACENT RIGHT OF WAY SHALL BE THE RESPOSIBLITY OF LA ESPERANZA ESTATES HOMEOWNERS ASSSOCIATION. THE 5' DRAINAGE EASEMENT ALONG THE REAR OF LOTS 20 –29, UTILITY EASEMENTS SHOWN HEREON AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. A THREE FOOT NON–CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS AND A 12 INCH NON–CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24 INCH NON–CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL 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_____2023.

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

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE _____DAY OF _____, 2023 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMELY QUINTERO AVENUE, IS DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

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 DATE

_____
CITY ENGINEER DATE

_____
CITY PUBLIC WORKS DIRECTOR DATE

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.

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) 627–9385

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 TWO(2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22767
Date Signed
ARIZONA, U.S.A.

PRELIMINARY

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

PREPARED BY:

JOB# 17–025

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

SHEET 1 OF 2

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 ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

DATE OF PREPARATION: OCTOBER 2023 NUMBER OF LOTS: 30 ACREAGE: 15.1

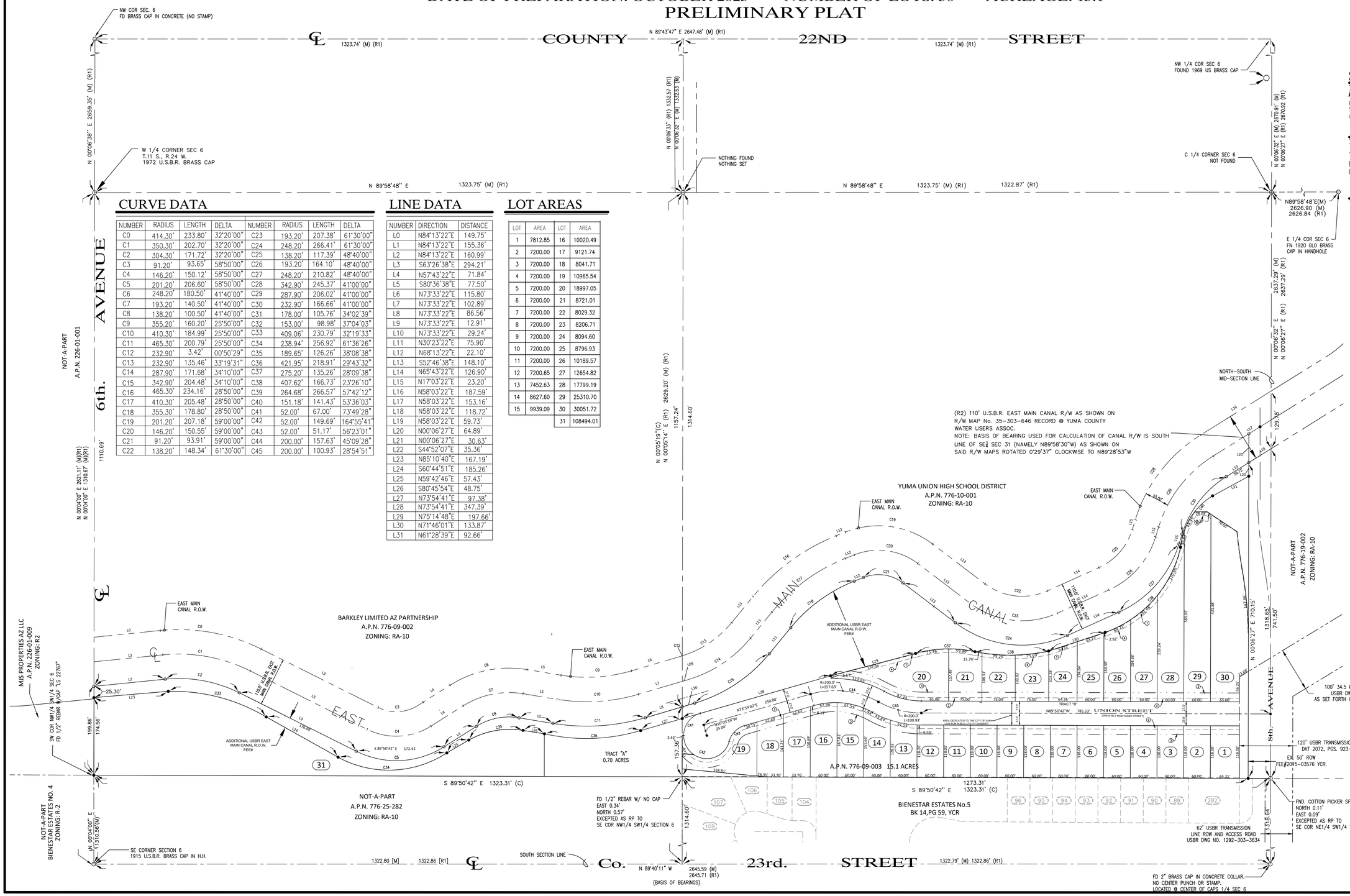
PRELIMINARY PLAT

N W E S

SCALE: 1"=100'

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF _____,
PAGE _____



CURVE DATA

NUMBER	RADIUS	LENGTH	DELTA	NUMBER	RADIUS	LENGTH	DELTA
C0	414.30'	233.80'	32°20'00"	C23	193.20'	207.38'	61°30'00"
C1	350.30'	202.70'	32°20'00"	C24	248.20'	266.41'	61°30'00"
C2	304.30'	171.72'	32°20'00"	C25	138.20'	117.39'	48°40'00"
C3	91.20'	93.65'	58°50'00"	C26	193.20'	164.10'	48°40'00"
C4	146.20'	150.12'	58°50'00"	C27	248.20'	210.82'	48°40'00"
C5	201.20'	206.60'	58°50'00"	C28	342.90'	245.37'	41°00'00"
C6	248.20'	180.50'	41°40'00"	C29	287.90'	206.02'	41°00'00"
C7	193.20'	140.50'	41°40'00"	C30	232.90'	166.66'	41°00'00"
C8	138.20'	100.50'	41°40'00"	C31	178.00'	105.76'	34°02'39"
C9	355.20'	160.20'	25°50'00"	C32	153.00'	98.98'	37°04'03"
C10	410.30'	184.99'	25°50'00"	C33	409.06'	230.79'	32°19'33"
C11	465.30'	200.79'	25°50'00"	C34	238.94'	256.92'	61°36'26"
C12	232.90'	3.42'	00°50'29"	C35	189.65'	126.26'	38°08'38"
C13	232.90'	135.46'	33°19'31"	C36	421.95'	218.91'	29°43'32"
C14	287.90'	171.68'	34°10'00"	C37	275.20'	135.26'	28°09'38"
C15	342.90'	204.48'	34°10'00"	C38	407.62'	166.73'	23°26'10"
C16	465.30'	234.16'	28°50'00"	C39	264.68'	266.57'	57°42'12"
C17	410.30'	205.48'	28°50'00"	C40	151.18'	141.43'	53°36'03"
C18	355.30'	178.80'	28°50'00"	C41	52.00'	67.00'	73°49'28"
C19	201.20'	207.18'	59°00'00"	C42	52.00'	149.69'	164°55'41"
C20	146.20'	150.55'	59°00'00"	C43	52.00'	51.17'	56°23'01"
C21	91.20'	93.91'	59°00'00"	C44	200.00'	157.63'	45°09'28"
C22	138.20'	148.34'	61°30'00"	C45	200.00'	100.93'	28°54'51"

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	S63°26'38"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	22.10'
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	N58°03'22"E	59.73'
L20	N00°06'27"E	64.89'
L21	N00°06'27"E	30.63'
L22	S44°52'07"E	35.36'
L23	N85°10'40"E	167.19'
L24	S60°44'51"E	185.26'
L25	N59°42'46"E	57.43'
L26	S80°45'54"E	48.75'
L27	N73°54'41"E	97.38'
L28	N73°54'41"E	347.39'
L29	N75°14'48"E	197.66'
L30	N71°46'01"E	133.87'
L31	N61°28'39"E	92.66'

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	8029.32
8	7200.00	23	8206.71
9	7200.00	24	8094.60
10	7200.00	25	8796.93
11	7200.00	26	10189.57
12	7200.65	27	12654.82
13	7452.63	28	17799.19
14	8627.60	29	25310.70
15	9939.09	30	30051.72
		31	108494.01

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-9385

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. 4-030
- ○ FOUND MONUMENT (TYPE AS SHOWN)
- ● SET 1/2" REBAR W/CAP LS 49335
- B.C. INDICATES BRASS CAP
- H.H. INDICATE 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 RECORD @ YUMA COUNTY WATER USERS ASSOC.
- A.P.N. ASSESSOR PARCEL NUMBER
- (89) EXISTING NUMBER LOT

KEYNOTES

1. NEW 1' NON-ACCESS EASEMENT
2. NEW 8' UTILITY & CATV EASEMENT
3. NEW 20' FRONT BUILDING SETBACK
4. NEW 5' DRAINAGE EASEMENT

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 (2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 22767
ARIZONA, U.S.A.

PRELIMINARY

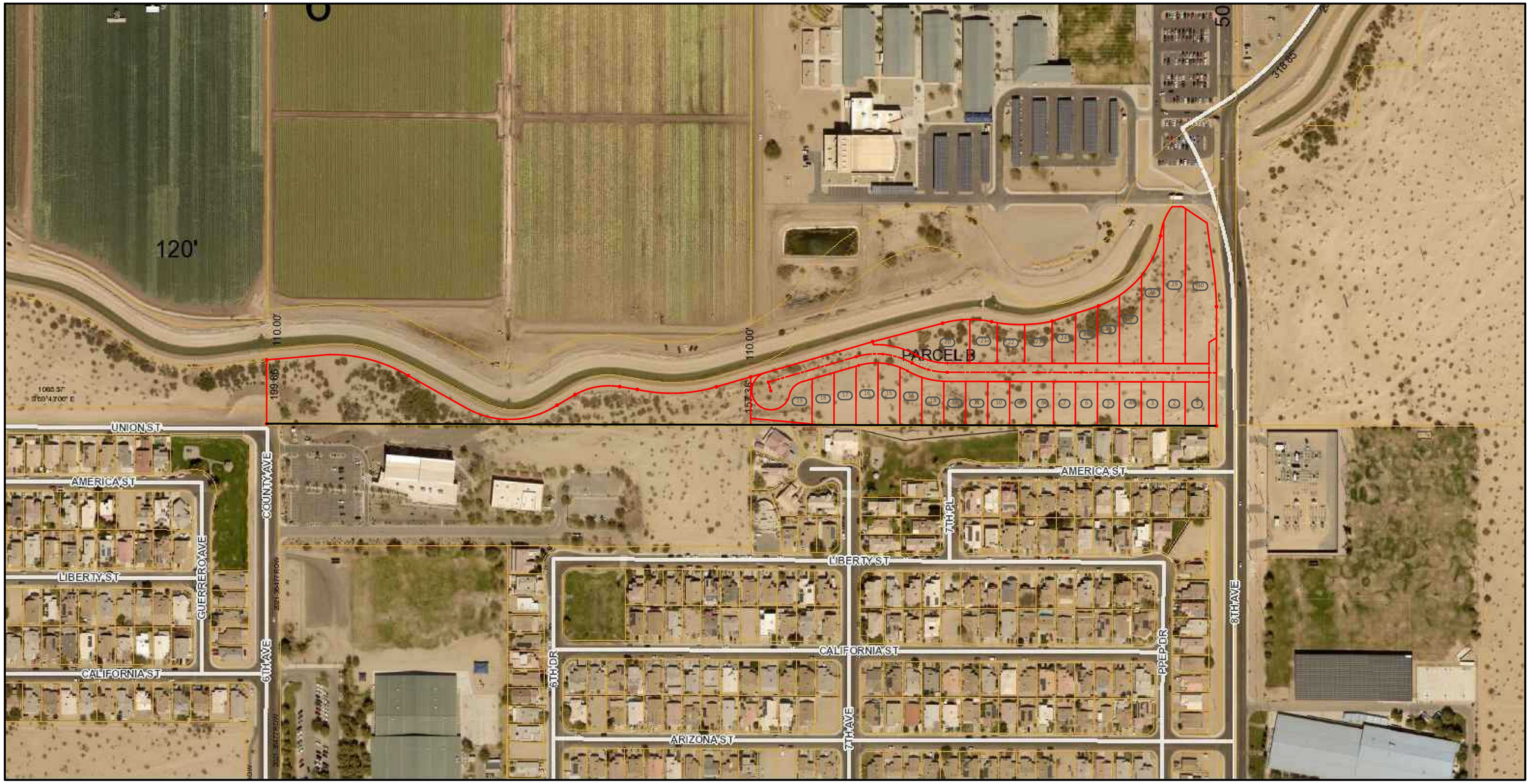
JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:

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

JOB# 17-025

SHEET 2 OF 2


120'
110.00'
110.00'
199.66'
157.36'
318.65'
PARCEL B
UNION ST
AMERICA ST
LIBERTY ST
CALIFORNIA ST
ARIZONA ST
COUNTY AVE
GUERRERO AVE
6TH AVE
6TH DR
7TH AVE
7TH PL
PEEP DR
8TH AVE

City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

November 21, 2023

Najeh Edais
Edais Engineering
3075 S. Avenue 4E
Yuma, Az 85365

Re: Subdivision Case No. 2023-0597P & 2023-0598F La Esperanza Estates

City staff has reviewed the preliminary and final plat for La Esperanza Estates and have the following comments:

City Engineer:

Preliminary and final plat

1. Call out the corners of the subdivision property and provide survey monuments at all corners. Label the north line of overall subdivision property (the north line of Parcel B of Barkley Lot Split No. 3.)
2. Increase font sizes as needed to make sure all text is readable (e.g., text along Union Street and others.)
3. The perimeter wall of Bienestar Estates 5-A encroaches upon proposed lot 19. The plat appears to show the lot line along Lot 19 being revised to exclude the encroachment. Clarify what will happen to at this location – will the encroaching property be deeded to the Bienestar 5 lots or will the issue be addressed in some other manner?
4. Show the underlying fee title to the USBR Transmission Line right-of-way adjacent to Lots 1 and 30 to be dedicated to the City of San Luis.
5. Additional right-of-way for the East Main Canal is shown to dedicated to the Yuma County Water Users' Association. As the Association needs the right-of-way in the form of an easement only, dedicate the fee title of this land to the City of San Luis (for future use as a City pathway.)
6. Land adjacent to the existing 8th Avenue right-of-way and north and east of Lot 30 appears to be already in use as a public roadway. Verify if there is any existing right-of-way for this and if there is not dedicate this to the City of San Luis.
7. Will lots with backyard slopes adjacent to Bienestar 5 need special covenants in place to provide for maintaining the integrity of the slopes and protect the walls of the adjacent properties? (Perhaps similar what was used for Las Quintas 2?)

Improvement Plans

Paving and Grading Plans

1. Grading slope lines missing from Lot 20.
2. Note that roadway cross-section is slope all to north (private roadway but noting this as an unusual design.)
3. Grading is shown on the adjacent Bienestar Estates 5 property (along Lots 9-18.) Unless property lines will be adjusted, provide proof of adjacent landowners' permission for this grading.

Water and Sewer Plans

1. Submit YCWUA License for crossing East Main Canal.

Planning and Zoning Department:

Preliminary and final plat

1. Sheet 1 of 2- Please revise number of lots accordingly.
2. Sheet 1 of 2- Please refer "NOTES" to reference La Esperanza Estates not Palencia Hills.
3. Sheet 1 of 2- On "APPROVED" section, change Mayor signature to Vice-Mayor.
4. Sheet 1 of 2- On "SUBDIVIDER/OWNER" section, address to be updated to current street name.
5. Sheet 2 of 2: There are 31 lots called out on plans, please clarify or revise accordingly.
6. Add dimensions to Tract "A".
7. Add dimensions to Lot 31.
8. Add a tie dimension and bearing on 8Th Avenue from a found point to new subdivision centerline.
9. Add missing dimensions to lots 1 thought 12.
10. Please revise Lot 17 dimensions.
11. Add 1' non-access easement on east property lines of lots 1 and 30.
12. Add 1' non-access easement on west and south property lines of lots 19.
13. Call out non-access easement on south property line of subdivision.

Improvement Plans

1. Landscaping plans are required as per Zoning Regulation Section 18.90. Including adjacent public right-of-way.
2. Traffic Impact Study will need to be revised to address the current design without the roundabout.
3. As per Subdivision Regulations Section 3.3 (4) Improvement plans for near half street required for 6Th Avenue, frontage of lot 31.
4. Sheet 0 - Sheet index does not match sheet numbers clarify or revise accordingly.
5. Sheet 0 - General Sewer Notes to reference City of San Luis.
6. Sheet 0 - General Water Notes to reference City of San Luis.
7. Sheet 1 – "Legend" revise monuments from Yuma County Std to City of Yuma Std accordingly.
8. Sheet 1 – Revise Keynotes reference to City of Yuma Standard to be consistent, seems to be Standard Numbers are from different versions of City of Yuma Standards.
9. Sheet 1 – keynote locations of note No. 5,6,18 etc. seem to be off please revise accordingly throughout plans.
10. Sheet 1 – Call out concrete headwall.
11. Sheet 2 – Grading plan enlargement does not have matching keynotes, please clarify or revise accordingly.
12. Sheet 2 – Add necessary radiuses to "porkchop" on dimensional plan.
13. Sheet 3 – Local Residential Street to match plans, clarify or revise accordingly.
14. Sheet 3 – Headwall detail to match invert as plans, clarify or revise accordingly, also revise section dimension to be more readable.
15. Sheet 4 – 1-1/2" water service for retention basin to not cross private property (Lot 19).
16. Sheet 4 – Show sawcut, replacement pavement and details of area for connection to 10" water main.
17. Sheet 4 – Please confirm radius/bend is ok for water line (between lots 13-16) as per maximum bending allowance schedule for 10" water line.
18. Sheet 4 – MH#4 seems to be a drop manhole please call out appropriately.
19. Sheet 5- Please revise note 1 on "Notes" section accordingly. Revise all sheets.
20. Include a cross sections along the south property line. One between lots 9-17.

Public Works Department:

Water and Sewer

1. The City is verifying if dedications where made for the future roadway and/or easement for the existing sewer line. If not found, dedications will need to be obtained.
2. Water line to include bend fittings to eliminate pipe bending. Pipe bending shall not exceed pipe manufacture's recommendation.

Grading

1. Assure that all text is legible for an adequate review.
2. Include a few cross sections along the north property line. Possibly one at the retention basin, north of lot 20, north of lot 23, and one facing 8th Avenue on lot 30.
3. Confirm retaining wall on the north side of the retention basin is designed for hydrostatic pressure.
4. Confirm catch basin capacity.

Traffic

1. Provide a traffic analysis showing development impact to existing conditions and any necessary mitigation measures.

Parks and Recreations Department:

1. Instead of the Hunter PGP sprinklers to switch for Hunter I-20 sprinklers.
2. And the multiple emitters, use Bow Smith ML210.

Fire Department:

The City of San Luis Fire Department has no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Yuma County Water Users Association:

Preliminary and final plat

1. Sheet 2 of 2 - A legal description has been provided by Edais Engineering for the new USBR canal ROW. A Contract and Grant of Easement will need to be executed between the landowner and the YCWUA.
2. Sheet 2 of 2 - Please add a 1' non-access easement within lots 1, 19 & 30 for the property lines (lots 1, 19 & 30) adjacent to the USBR ROW & USBR 34.5 Kv ROW.

Improvement Plans

1. Sheet No. 1 - Please update Keynote No. 4 to read "NEW 5' DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED".
2. Sheet No. 1 - A formal request in letterhead is necessary for an Association's cost estimate in relation to Keynote No. 16 and the new work to be completed by the YCWUA at the expense of others.
3. Sheet No. 4 - A variance to the YCWUA's no crossings at non section lines will be necessary. A YCWUA license for encroachment will need to be executed with the City of San Luis for the new sewer line works across the canal ROW.
4. Sheets No. 8 - 14 & L1 - L4 (Landscaping) - Need to be provided for normal review by the YCWUA. Trees are not permitted within USBR ROW in relation to this development. Please refer to the attached guidelines and recommended plant list document.
5. Please provide the CAD file for the subdivision plat and plans. Please address the comments mentioned above and resubmit the for further plan review or final plan approval

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City and is occurring at the risk of the Developer.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563 extension 2064.

Thank you,

Juan Tejeda
Associate Planner

CONFORMED COPY
2023-23161 RESOLUTION
10/02/2023 03:13:45 PM Pages: 13 Fees: $15.00
Requested By:CITY OF SAN LUIS
Richard Colwell 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. 2292
Development Agreement with Riedel Holdings LLC - La Esperanza Subdivision.

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 27th day of September, 2023.

APPROVED:

Luis E. Cabrera, Vice Mayor

ATTEST:

Deputy city clerk
for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
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 27th day of September, 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 2292.

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. Any private street shall have appropriate public utility easements dedicated to the City for public utility service and maintenance.

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 6th 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 or other public utilities.

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, indemnity, 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

By: _____
Vice Mayor

THE OWNER, Riedel Holding, L.L.C.

By: _____

Its: owner

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 27th day of September, 2023, by Luis E. Cabrera, Vice Mayor of the City of San Luis, Arizona, a municipal corporation.

Francia G Alonso
Notary Public - Arizona
Yuma County
Commission Number 592956
My Comm. Exp. 10/15/2024

Notary Public

My Commission Expires: 10/15/2024

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 27th day of September, 2023, by Nieves Riedel, on behalf of Riedel Holding AZ LLC, an Arizona Limited Liability Corporation.

Francia G Alonso
Notary Public - Arizona
Yuma County
Commission Number 592956
My Comm. Exp. 10/15/2024

Notary Public

My Commission Expires: 10/15/2024

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 ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

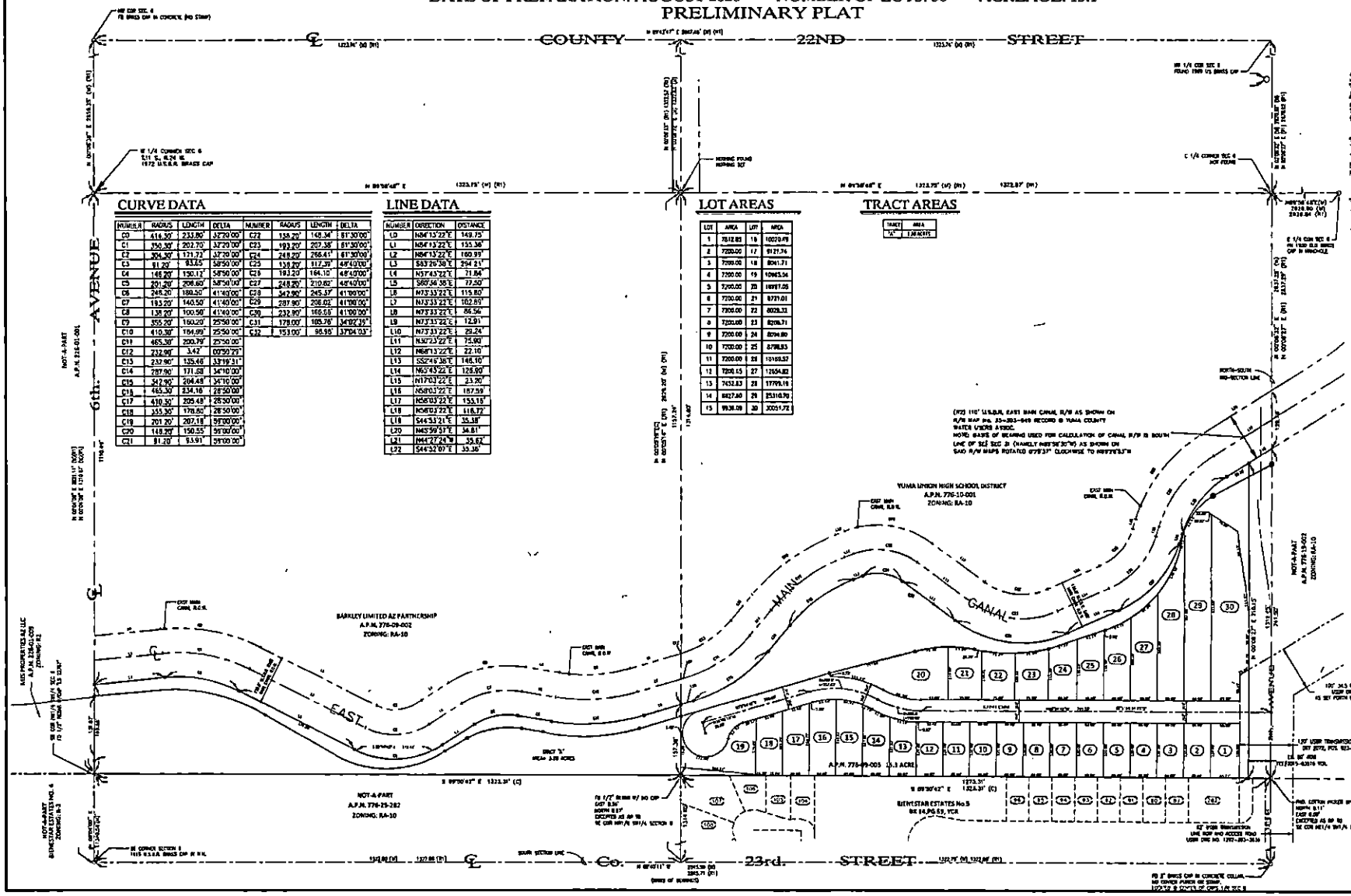
DATE OF PREPARATION: AUGUST 2020 NUMBER OF LOTS: 30 ACREAGE: 15.1

PRELIMINARY PLAT

SCALE: 1"=100'

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF _____,
PAGE _____



CURVE DATA

NUMBER	RADIUS	LENGTH	DELTA	NUMBER	RADIUS	LENGTH	DELTA
C0	416.30'	233.80'	32°20'00"	C22	138.20'	148.34'	61°30'00"
C1	350.30'	202.70'	32°20'00"	C23	193.20'	207.38'	61°30'00"
C2	304.30'	171.72'	32°20'00"	C24	248.20'	266.41'	61°30'00"
C3	81.20'	83.25'	58°50'00"	C25	138.20'	117.39'	48°40'00"
C4	146.20'	150.13'	58°50'00"	C26	193.20'	164.10'	48°40'00"
C5	201.20'	206.60'	58°50'00"	C27	248.20'	210.82'	48°40'00"
C6	248.20'	180.50'	41°40'00"	C28	342.80'	245.37'	41°00'00"
C7	193.20'	140.50'	41°40'00"	C29	287.80'	206.02'	41°00'00"
C8	138.20'	100.50'	41°40'00"	C30	232.80'	166.59'	41°00'00"
C9	355.20'	160.20'	25°50'00"	C31	178.00'	105.76'	34°02'39"
C10	410.30'	184.99'	25°50'00"	C32	153.00'	98.95'	37°04'03"
C11	465.30'	200.79'	25°50'00"				
C12	232.90'	3.42'	00°50'29"				
C13	232.90'	135.46'	33°19'31"				
C14	287.90'	171.08'	34°10'00"				
C15	342.90'	204.48'	34°10'00"				
C16	465.30'	234.16	28°50'00"				
C17	410.30'	205.48'	28°50'00"				
C18	355.30'	178.60'	28°50'00"				
C19	201.20'	207.18'	59°00'00"				
C20	148.20'	150.55'	59°00'00"				
C21	81.20'	93.91'	59°00'00"				

LINE DATA

NUMBER	DIRECTION	DISTANCE
L0	N84°13'22"E	149.75'
L1	N84°13'22"E	155.38'
L2	N84°13'22"E	160.99'
L3	S63°26'38"E	294.21'
L4	N57°43'22"E	71.84'
L5	S80°34'38"E	72.50'
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	22.10'
L13	S52°46'38"E	146.10'
L14	N65°43'22"E	128.00'
L15	N17°03'22"E	23.20'
L16	N58°03'22"E	187.59'
L17	N58°03'22"E	153.15'
L18	N40°03'22"E	116.72'
L19	S44°53'21"E	35.38'
L20	N45°59'37"E	34.81'
L21	N44°27'24"W	35.62'
L22	S44°32'07"E	35.36'

LOT AREAS

LOT	AREA	LOT	AREA
1	7512.83	16	10070.49
2	7200.00	17	9121.34
3	7200.00	18	8041.71
4	7200.00	19	10965.56
5	7200.00	20	16997.05
6	7200.00	21	9771.01
7	7200.00	22	8029.33
8	7200.00	23	8209.71
9	7200.00	24	8294.80
10	7200.00	25	8798.83
11	7200.00	26	10169.57
12	7200.65	27	12654.82
13	7452.83	28	17799.19
14	8827.60	29	25310.70
15	9938.00	30	30051.72

TRACT AREAS

TRACT	AREA
"A"	1.08 ACRES

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
P.O. BOX 1065
SAN LUIS, AZ. 85349
(928) 627-8285

BASIS OF BEARING

THE SOUTH LINE OF THE SW 1/4 OF THE SECTION 6, T11S, R24W, NAMELY N 89°40'51" 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. 4-030
- FOUND MONUMENT (TYPE AS SHOWN)
- SET 1/2" REBAR W/CAP LS 49335
- B.C. INDICATES BRASS CAP
- H.H. INDICATE 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 RECORD @ YUMA COUNTY WATER USERS ASSOC.
- A.P.N. ASSESSOR PARCEL NUMBER
- 12 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 (2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

PRELIMINARY

JOHN M. LOWELL R.L.S. No. 22767

PREPARED BY:

Engineering, Inc.
3575 S. AVONE # E
YUMA, ARIZONA 85365
(928) 344-2568

SHEET 2 OF 2

PLANNING & ZONING
AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting **4. B.**

Meeting Date: 12/12/2023

Submitted By: Juan Tejeda, Associate Planner, Planning & Zoning Department

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0598F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the final plat approval of La Esperanza Estates Subdivision. The property is located between 6th Avenue and 8th Avenue, north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona.

A. Staff Presentation
B. Action on Subdivision Case No. 2023-0598F

SUMMARY:

This subdivision will be designed as a private gated community containing approximately 15.1 acres and will consist of 30 residential lots. The residential lots range in size from approximately 7,200 square feet to 108,000 square feet. Assessor's Parcel Number 776-09-003.

GENERAL PLAN:

This area is designated as Medium Density Residential (MDR) in the City of San Luis 2040 General Plan. The activities proposed will be consistent with and conform to the designation. The MDR Land Use designation allows detached single family residential density range up to six dwelling units per acre.

DEVELOPMENT AGREEMENT:

A development agreement was approved on September 2023, by Resolution No. 2292, the term of the development agreement is for ten (10) years. The development agreement approved includes the following commitments:

- Rezoning Case No. 2023-0214 is conditioned upon the development of the land in a manner similar to the conceptual plan submitted as part of the Development Agreement.
- 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.
- 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 6th Avenue. Improvements shall also comply with the City’s Ordinance No. 390.
- 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 theprivate 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.

- 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.
- Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the Open Space required by the Zoning Regulations (Chapter 18 Table No. 2).
- Owner agrees to obtain ownership of any necessary right-of-way and/or permits for improvements.
- 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.
- Owner agrees to provide a gravity system connection for sewer services.
- 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.
- The terms of the Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

STAFF RECOMMENDATION:
Staff recommends approval of Subdivision Case No. 2023-0598F with the following conditions:

1. Applicant must address comments from Comment Letter dated 11-21-2023.
2. Developer must comply with the approved development agreement as per Resolution No. 2292.
3. Landscaping plans shall be submitted prior to presenting this item to City Council. Open Space required for this subdivision shall be 5%.

RECOMMENDED MOTION:

I MOVE TO FORWARD SUBDIVISION CASE NO. 2023-0598F TO THE CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL WITH CONDITIONS AS PRESENTED BY STAFF.

Attachments

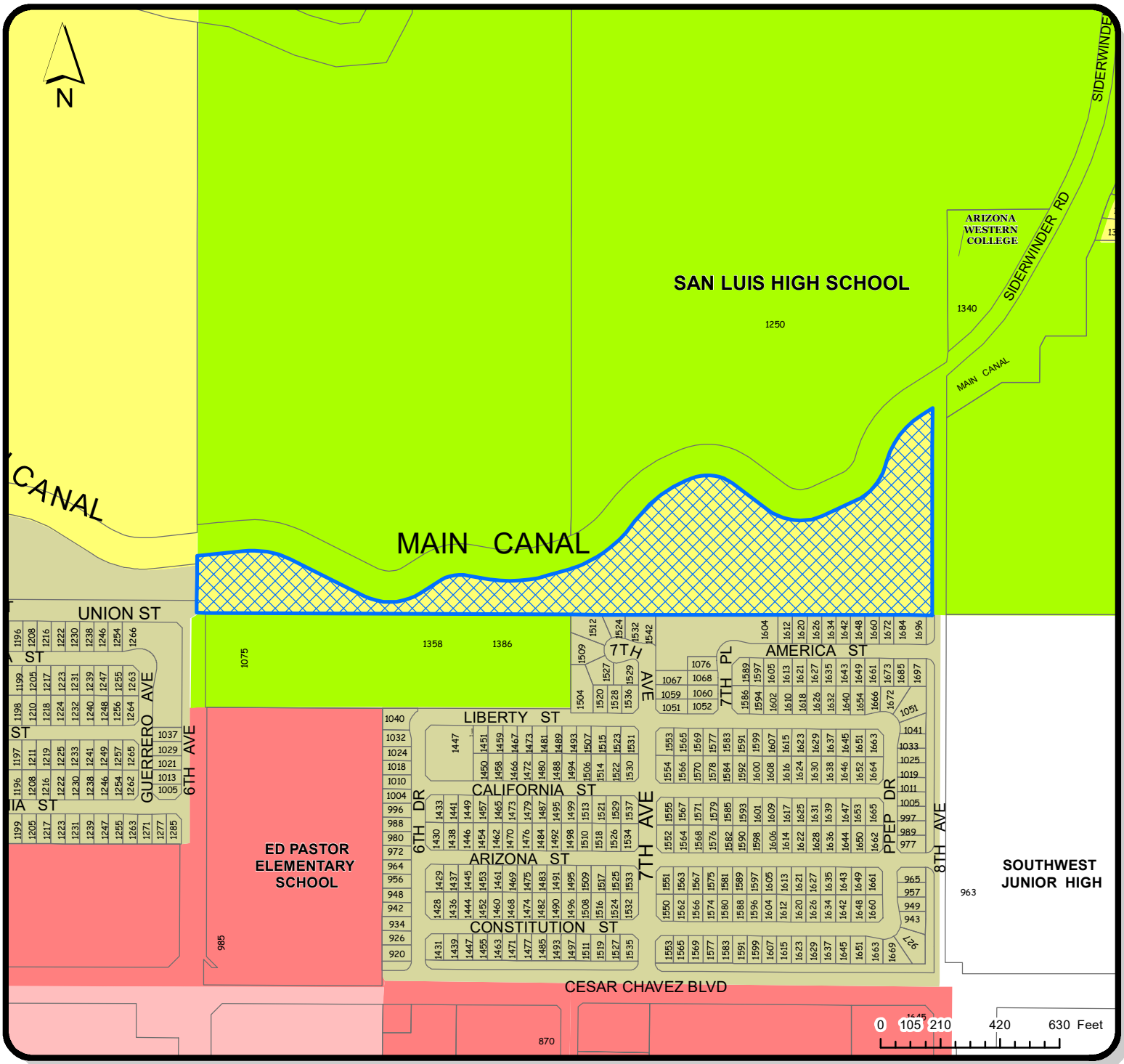
Location Map

Final Plat

Aerial Picture

11-21-23 Comment Letter

Resolution No. 2292 - Development Agreement



LOCATION OF SUBJECT PROPERTY

PID: 776-09-003

LOCATION MAP

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
- R1-6
- RA-10

MULTIPLE RESIDENCE ZONING DISTRICTS
- R-2
- R-3

COMMERCIAL ZONING DISTRICTS
- C-1
- C-2

SUBDIVISION

CASE # 2023-0597P
2023-0598F

DATE:
10/18/2023

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN

LA ESPERANZA ESTATES

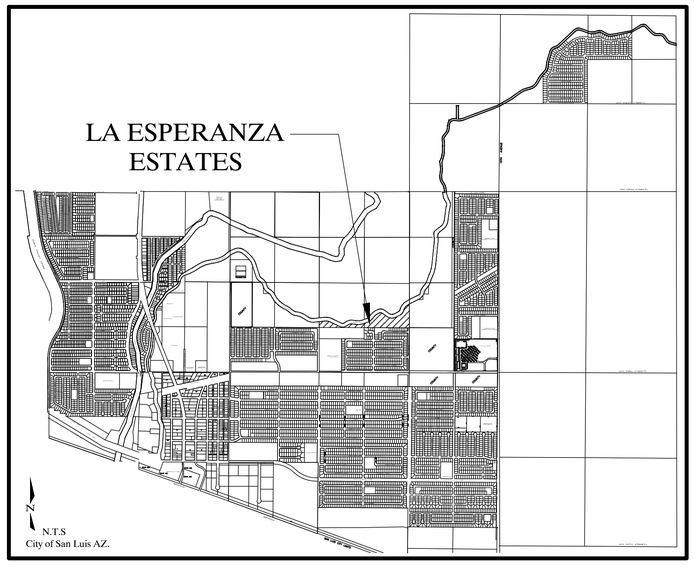
A SUBDIVISION OF PARCEL B OF BARKLEY LOT SPLIT No. 3 AS RECORDED IN BOOK 27 OF PLATS, PAGES 68 YUMA COUNTY RECORDERS OFFICE. YUMA, COUNTY, AZ. AND BEING A PORTION OF THE N ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

DATE OF PREPARATION: OCTOBER 2023 NUMBER OF LOTS: 54 ACREAGE: 15.1

FINAL PLAT

OFFICE OF YUMA COUNTY RECORDER

BOOK _____OF _____,
PAGE _____



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 _____ 2023, CAUSED A PORTION OF THE N½ OF THE SW¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LA ESPERANZA ESTATES" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LA ESPERANZA ESTATES" 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;

TRACT 'A' AND TRACT 'B' ARE DEDICATED TO THE LA ESPERANZA ESTATES HOA, INC. FOR THE USE AND ENJOYMENT OF THE RESIDENTS OF 'LA ESPERANZA ESTATES SUBDIVISION'. TRACT 'B' IS HEREBY DECLARED AS PRIVATE STREET AND WILL NEVER CONVERT TO PUBLIC OWNERSHIP. THE MAINTENANCE OF THE PRIVATE STREET KNOWN AS UNION STREET, LANDSCAPE IN TRACT 'A' AND LANDSCAPE WITHIN THE ADJACENT RIGHT OF WAY SHALL BE THE RESPOSIBILITY OF LA ESPERANZA ESTATES HOMEOWNERS ASSSOCIATION. THE 5' DRAINAGE EASEMENT ALONG THE REAR OF LOTS 20 –29, UTILITY EASEMENTS SHOWN HEREON AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. A THREE FOOT NON–CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS AND A 12 INCH NON–CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24 INCH NON–CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL 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_____2023.

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

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE _____DAY OF _____, 2023 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMELY QUINTERO AVENUE, IS DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

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 DATE

_____
CITY ENGINEER DATE

_____
CITY PUBLIC WORKS DIRECTOR DATE

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.

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) 627–9385

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 TWO(2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22767
Date Signed
ARIZONA, U.S.A.

PRELIMINARY

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

PREPARED BY:

JOB# 17–025

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

SHEET 1 OF 2

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 ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

DATE OF PREPARATION: OCTOBER 2023 NUMBER OF LOTS: 30 ACREAGE: 15.1

FINAL PLAT

N

W E

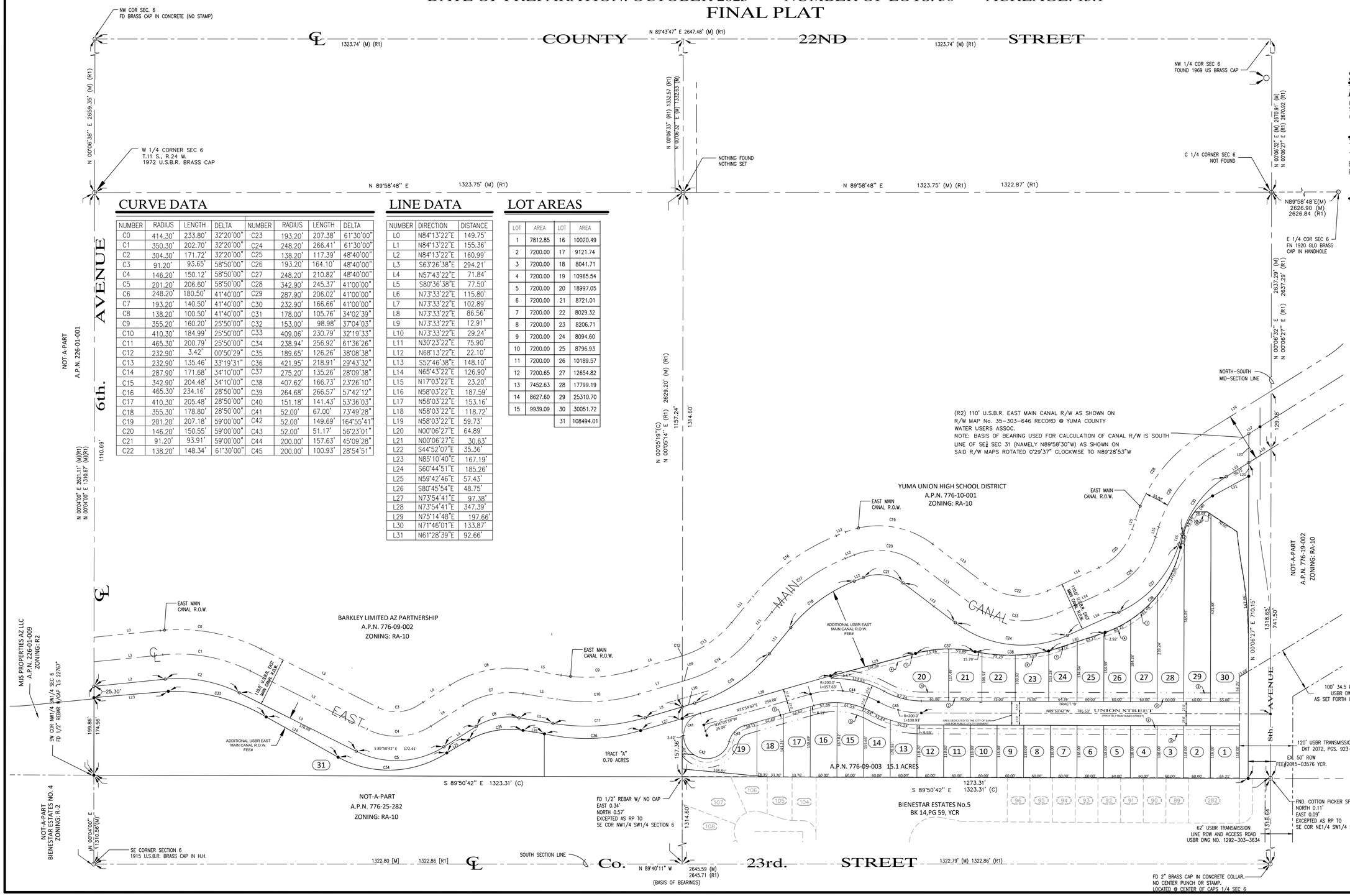
S

SCALE: 1"=100'

OFFICE OF YUMA COUNTY RECORDER

BOOK _____OF _____,

PAGE _____



CURVE DATA

NUMBER	RADIUS	LENGTH	DELTA	NUMBER	RADIUS	LENGTH	DELTA
C0	414.30'	233.80'	32°20'00"	C23	193.20'	207.38'	61°30'00"
C1	350.30'	202.70'	32°20'00"	C24	248.20'	266.41'	61°30'00"
C2	304.30'	171.72'	32°20'00"	C25	138.20'	117.39'	48°40'00"
C3	91.20'	93.65'	58°50'00"	C26	193.20'	164.10'	48°40'00"
C4	146.20'	150.12'	58°50'00"	C27	248.20'	210.82'	48°40'00"
C5	201.20'	206.60'	58°50'00"	C28	342.90'	245.37'	41°00'00"
C6	248.20'	180.50'	41°40'00"	C29	287.90'	206.02'	41°00'00"
C7	193.20'	140.50'	41°40'00"	C30	232.90'	166.66'	41°00'00"
C8	138.20'	100.50'	41°40'00"	C31	178.00'	105.76'	34°02'39"
C9	355.20'	160.20'	25°50'00"	C32	153.00'	98.98'	37°04'03"
C10	410.30'	184.99'	25°50'00"	C33	409.06'	230.79'	32°19'33"
C11	465.30'	200.79'	25°50'00"	C34	238.94'	256.92'	61°36'26"
C12	232.90'	3.42'	00°50'29"	C35	189.65'	126.26'	38°08'38"
C13	232.90'	135.46'	33°19'31"	C36	421.95'	218.91'	29°43'32"
C14	287.90'	171.68'	34°10'00"	C37	275.20'	135.26'	28°09'38"
C15	342.90'	204.48'	34°10'00"	C38	407.62'	166.73'	23°26'10"
C16	465.30'	234.16'	28°50'00"	C39	264.68'	266.57'	57°42'12"
C17	410.30'	205.48'	28°50'00"	C40	151.18'	141.43'	53°36'03"
C18	355.30'	178.80'	28°50'00"	C41	52.00'	67.00'	73°49'28"
C19	201.20'	207.18'	59°00'00"	C42	52.00'	149.69'	164°55'41"
C20	146.20'	150.55'	59°00'00"	C43	52.00'	51.17'	56°23'01"
C21	91.20'	93.91'	59°00'00"	C44	200.00'	157.63'	45°09'28"
C22	138.20'	148.34'	61°30'00"	C45	200.00'	100.93'	28°54'51"

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	S63°26'38"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	22.10'
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	N58°03'22"E	59.73'
L20	N00°06'27"E	64.89'
L21	N00°06'27"E	30.63'
L22	S44°52'07"E	35.36'
L23	N85°10'40"E	167.19'
L24	S60°44'51"E	185.26'
L25	N59°42'46"E	57.43'
L26	S80°45'54"E	48.75'
L27	N73°54'41"E	97.38'
L28	N73°54'41"E	347.39'
L29	N75°14'48"E	197.66'
L30	N71°46'01"E	133.87'
L31	N61°28'39"E	92.66'

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	8029.32
8	7200.00	23	8206.71
9	7200.00	24	8094.60
10	7200.00	25	8796.93
11	7200.00	26	10189.57
12	7200.65	27	12654.82
13	7452.63	28	17799.19
14	8627.60	29	25310.70
15	9939.09	30	30051.72
		31	108494.01

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC

P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-9385

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. 4-030
- ○ FOUND MONUMENT (TYPE AS SHOWN)
- ● SET 1/2" REBAR W/CAP LS 49335
- B.C. INDICATES BRASS CAP
- H.H. INDICATE 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 RECORD @ YUMA COUNTY WATER USERS ASSOC.
- A.P.N. ASSESSOR PARCEL NUMBER
- (89) EXISTING NUMBER LOT

KEYNOTES

1. NEW 1' NON-ACCESS EASEMENT
2. NEW 8' UTILITY & CATV EASEMENT
3. NEW 20' FRONT BUILDING SETBACK
4. NEW 5' DRAINAGE EASEMENT

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 (2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 22767
Date Signed
ARIZONA, U.S.A.

PRELIMINARY

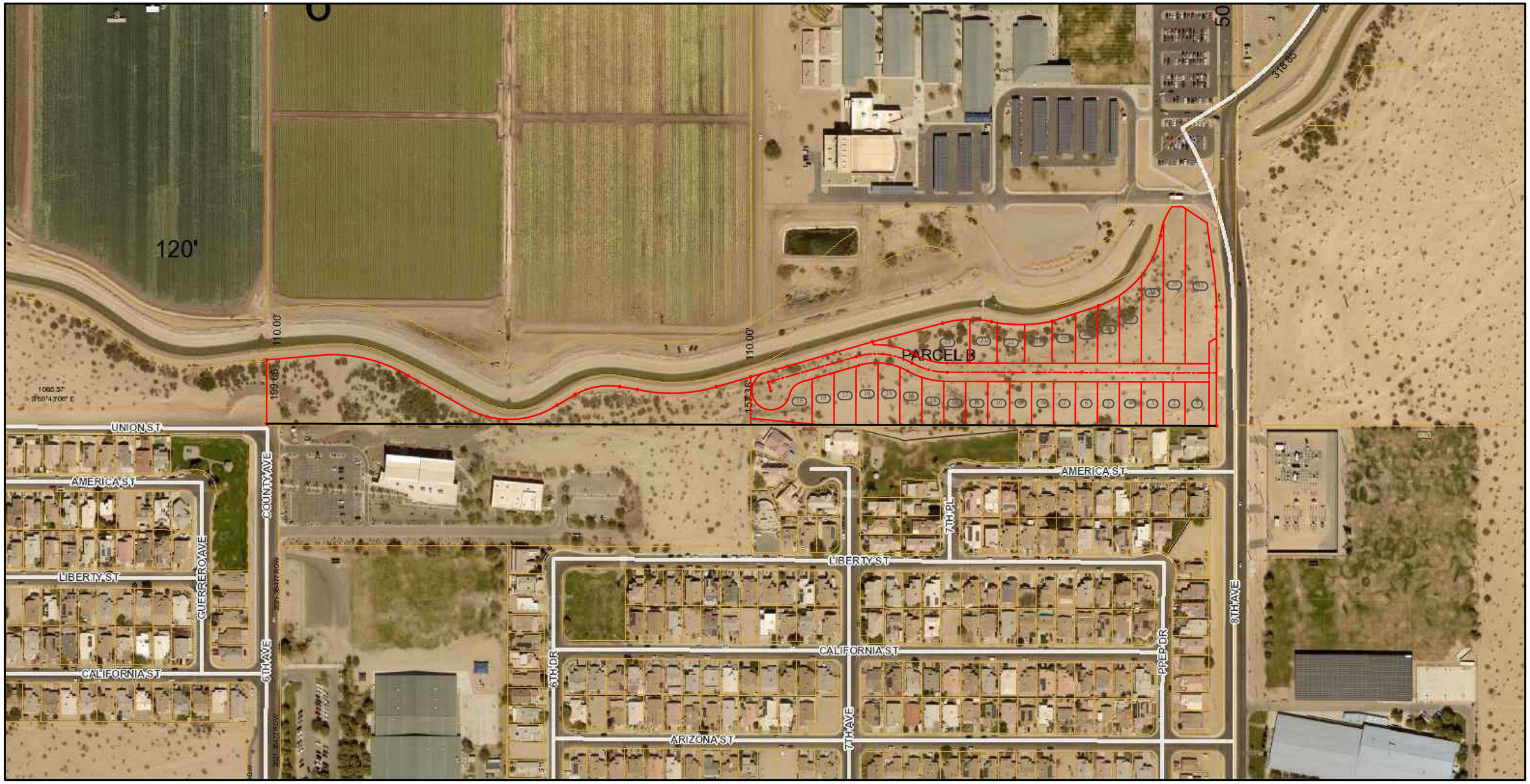
JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:

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

JOB# 17-025

SHEET 2 OF 2


120'
110.00'
110.00'
199.66'
157.36'
318.65'
PARCEL B
UNION ST
AMERICA ST
LIBERTY ST
CALIFORNIA ST
ARIZONA ST
COUNTY AVE
GUERRERO AVE
6TH AVE
6TH DR
7TH AVE
7TH PL
PEEP DR
8TH AVE

City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

November 21, 2023

Najeh Edais
Edais Engineering
3075 S. Avenue 4E
Yuma, Az 85365

Re: Subdivision Case No. 2023-0597P & 2023-0598F La Esperanza Estates

City staff has reviewed the preliminary and final plat for La Esperanza Estates and have the following comments:

City Engineer:

Preliminary and final plat

1. Call out the corners of the subdivision property and provide survey monuments at all corners. Label the north line of overall subdivision property (the north line of Parcel B of Barkley Lot Split No. 3.)
2. Increase font sizes as needed to make sure all text is readable (e.g., text along Union Street and others.)
3. The perimeter wall of Bienestar Estates 5-A encroaches upon proposed lot 19. The plat appears to show the lot line along Lot 19 being revised to exclude the encroachment. Clarify what will happen to at this location – will the encroaching property be deeded to the Bienestar 5 lots or will the issue be addressed in some other manner?
4. Show the underlying fee title to the USBR Transmission Line right-of-way adjacent to Lots 1 and 30 to be dedicated to the City of San Luis.
5. Additional right-of-way for the East Main Canal is shown to dedicated to the Yuma County Water Users' Association. As the Association needs the right-of-way in the form of an easement only, dedicate the fee title of this land to the City of San Luis (for future use as a City pathway.)
6. Land adjacent to the existing 8th Avenue right-of-way and north and east of Lot 30 appears to be already in use as a public roadway. Verify if there is any existing right-of-way for this and if there is not dedicate this to the City of San Luis.
7. Will lots with backyard slopes adjacent to Bienestar 5 need special covenants in place to provide for maintaining the integrity of the slopes and protect the walls of the adjacent properties? (Perhaps similar what was used for Las Quintas 2?)

Improvement Plans

Paving and Grading Plans

1. Grading slope lines missing from Lot 20.
2. Note that roadway cross-section is slope all to north (private roadway but noting this as an unusual design.)
3. Grading is shown on the adjacent Bienestar Estates 5 property (along Lots 9-18.) Unless property lines will be adjusted, provide proof of adjacent landowners' permission for this grading.

Water and Sewer Plans

1. Submit YCWUA License for crossing East Main Canal.

Planning and Zoning Department:

Preliminary and final plat

1. Sheet 1 of 2- Please revise number of lots accordingly.
2. Sheet 1 of 2- Please refer "NOTES" to reference La Esperanza Estates not Palencia Hills.
3. Sheet 1 of 2- On "APPROVED" section, change Mayor signature to Vice-Mayor.
4. Sheet 1 of 2- On "SUBDIVIDER/OWNER" section, address to be updated to current street name.
5. Sheet 2 of 2: There are 31 lots called out on plans, please clarify or revise accordingly.
6. Add dimensions to Tract "A".
7. Add dimensions to Lot 31.
8. Add a tie dimension and bearing on 8Th Avenue from a found point to new subdivision centerline.
9. Add missing dimensions to lots 1 thought 12.
10. Please revise Lot 17 dimensions.
11. Add 1' non-access easement on east property lines of lots 1 and 30.
12. Add 1' non-access easement on west and south property lines of lots 19.
13. Call out non-access easement on south property line of subdivision.

Improvement Plans

1. Landscaping plans are required as per Zoning Regulation Section 18.90. Including adjacent public right-of-way.
2. Traffic Impact Study will need to be revised to address the current design without the roundabout.
3. As per Subdivision Regulations Section 3.3 (4) Improvement plans for near half street required for 6Th Avenue, frontage of lot 31.
4. Sheet 0 - Sheet index does not match sheet numbers clarify or revise accordingly.
5. Sheet 0 - General Sewer Notes to reference City of San Luis.
6. Sheet 0 - General Water Notes to reference City of San Luis.
7. Sheet 1 – "Legend" revise monuments from Yuma County Std to City of Yuma Std accordingly.
8. Sheet 1 – Revise Keynotes reference to City of Yuma Standard to be consistent, seems to be Standard Numbers are from different versions of City of Yuma Standards.
9. Sheet 1 – keynote locations of note No. 5,6,18 etc. seem to be off please revise accordingly throughout plans.
10. Sheet 1 – Call out concrete headwall.
11. Sheet 2 – Grading plan enlargement does not have matching keynotes, please clarify or revise accordingly.
12. Sheet 2 – Add necessary radiuses to "porkchop" on dimensional plan.
13. Sheet 3 – Local Residential Street to match plans, clarify or revise accordingly.
14. Sheet 3 – Headwall detail to match invert as plans, clarify or revise accordingly, also revise section dimension to be more readable.
15. Sheet 4 – 1-1/2" water service for retention basin to not cross private property (Lot 19).
16. Sheet 4 – Show sawcut, replacement pavement and details of area for connection to 10" water main.
17. Sheet 4 – Please confirm radius/bend is ok for water line (between lots 13-16) as per maximum bending allowance schedule for 10" water line.
18. Sheet 4 – MH#4 seems to be a drop manhole please call out appropriately.
19. Sheet 5- Please revise note 1 on "Notes" section accordingly. Revise all sheets.
20. Include a cross sections along the south property line. One between lots 9-17.

Public Works Department:

Water and Sewer

1. The City is verifying if dedications where made for the future roadway and/or easement for the existing sewer line. If not found, dedications will need to be obtained.
2. Water line to include bend fittings to eliminate pipe bending. Pipe bending shall not exceed pipe manufacture's recommendation.

Grading

1. Assure that all text is legible for an adequate review.
2. Include a few cross sections along the north property line. Possibly one at the retention basin, north of lot 20, north of lot 23, and one facing 8th Avenue on lot 30.
3. Confirm retaining wall on the north side of the retention basin is designed for hydrostatic pressure.
4. Confirm catch basin capacity.

Traffic

1. Provide a traffic analysis showing development impact to existing conditions and any necessary mitigation measures.

Parks and Recreations Department:

1. Instead of the Hunter PGP sprinklers to switch for Hunter I-20 sprinklers.
2. And the multiple emitters, use Bow Smith ML210.

Fire Department:

The City of San Luis Fire Department has no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Yuma County Water Users Association:

Preliminary and final plat

1. Sheet 2 of 2 - A legal description has been provided by Edais Engineering for the new USBR canal ROW. A Contract and Grant of Easement will need to be executed between the landowner and the YCWUA.
2. Sheet 2 of 2 - Please add a 1' non-access easement within lots 1, 19 & 30 for the property lines (lots 1, 19 & 30) adjacent to the USBR ROW & USBR 34.5 Kv ROW.

Improvement Plans

1. Sheet No. 1 - Please update Keynote No. 4 to read "NEW 5' DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED".
2. Sheet No. 1 - A formal request in letterhead is necessary for an Association's cost estimate in relation to Keynote No. 16 and the new work to be completed by the YCWUA at the expense of others.
3. Sheet No. 4 - A variance to the YCWUA's no crossings at non section lines will be necessary. A YCWUA license for encroachment will need to be executed with the City of San Luis for the new sewer line works across the canal ROW.
4. Sheets No. 8 - 14 & L1 - L4 (Landscaping) - Need to be provided for normal review by the YCWUA. Trees are not permitted within USBR ROW in relation to this development. Please refer to the attached guidelines and recommended plant list document.
5. Please provide the CAD file for the subdivision plat and plans. Please address the comments mentioned above and resubmit the for further plan review or final plan approval

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City and is occurring at the risk of the Developer.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563 extension 2064.

Thank you,

Juan Tejeda
Associate Planner

CONFORMED COPY
2023-23161 RESOLUTION
10/02/2023 03:13:45 PM Pages: 13 Fees: $15.00
Requested By:CITY OF SAN LUIS
Richard Colwell 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. 2292
Development Agreement with Riedel Holdings LLC - La Esperanza Subdivision.

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 27th day of September, 2023.

APPROVED:

Luis E. Cabrera, Vice Mayor

ATTEST:

Deputy city clerk
for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
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 27th day of September, 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 2292.

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. Any private street shall have appropriate public utility easements dedicated to the City for public utility service and maintenance.

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 6th 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 or other public utilities.

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, indemnity, 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

By: _____
Vice Mayor

THE OWNER, Riedel Holding, L.L.C.

By: _____

Its: owner

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 27th day of September, 2023, by Luis E. Cabrera, Vice Mayor of the City of San Luis, Arizona, a municipal corporation.

Francia G Alonso
Notary Public - Arizona
Yuma County
Commission Number 592956
My Comm. Exp. 10/15/2024

Notary Public

My Commission Expires: 10/15/2024

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 27th day of September, 2023, by Nieves Riedel, on behalf of Riedel Holding AZ LLC, an Arizona Limited Liability Corporation.

Francia G Alonso
Notary Public - Arizona
Yuma County
Commission Number 592956
My Comm. Exp. 10/15/2024

Notary Public

My Commission Expires: 10/15/2024

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 ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

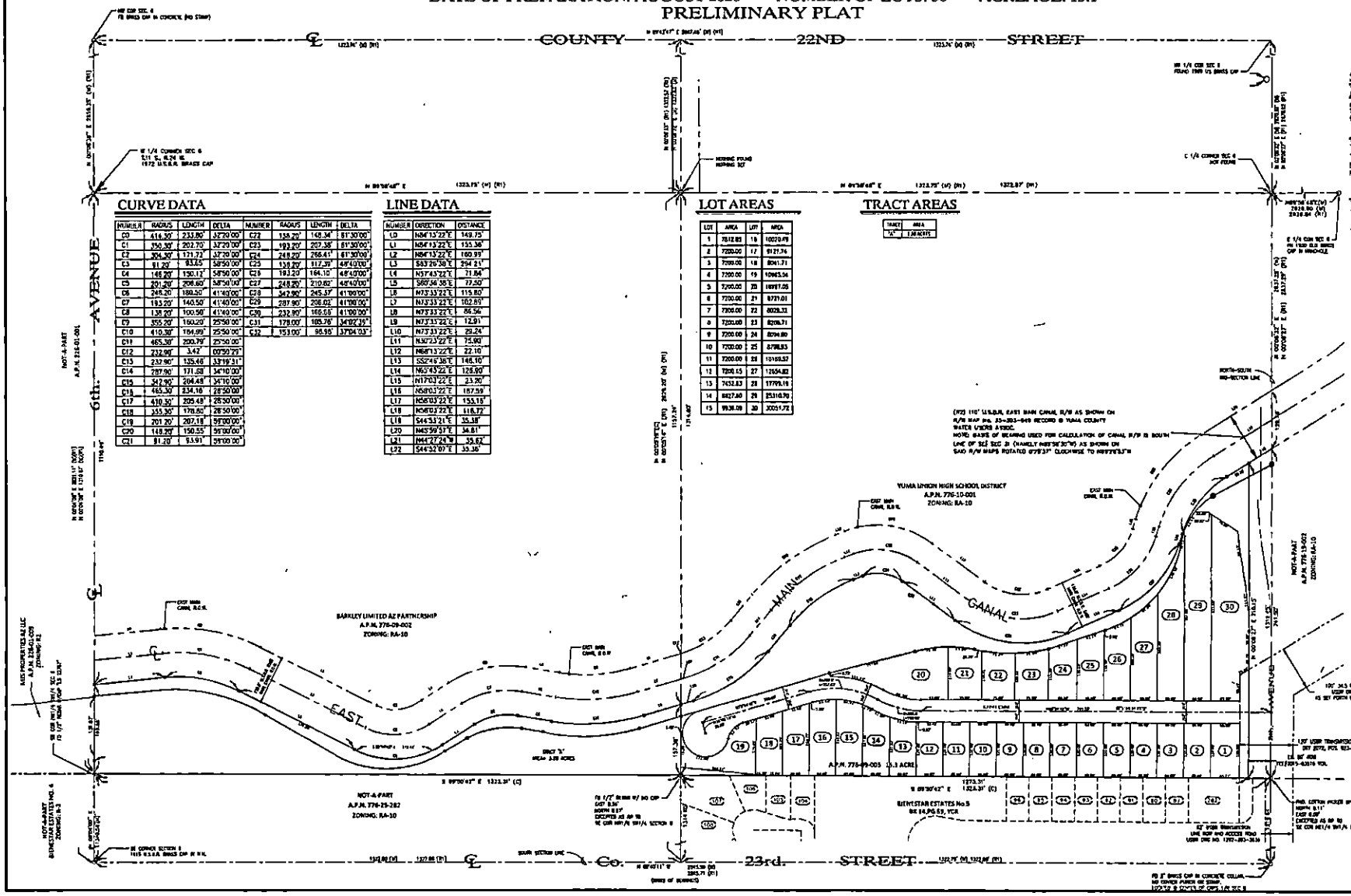
DATE OF PREPARATION: AUGUST 2020 NUMBER OF LOTS: 30 ACREAGE: 15.1

PRELIMINARY PLAT

SCALE: 1"=100'

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF _____,
PAGE _____



CURVE DATA

NUMBER	RADIUS	LENGTH	DELTA	NUMBER	RADIUS	LENGTH	DELTA
C0	416.30'	233.80'	32°20'00"	C22	138.20'	148.34'	61°30'00"
C1	350.30'	202.70'	32°20'00"	C23	193.20'	207.38'	61°30'00"
C2	304.30'	171.72'	32°20'00"	C24	248.20'	266.41'	61°30'00"
C3	81.20'	83.25'	58°50'00"	C25	138.20'	117.39'	48°40'00"
C4	146.20'	150.13'	58°50'00"	C26	193.20'	164.10'	48°40'00"
C5	201.20'	206.60'	58°50'00"	C27	248.20'	210.82'	48°40'00"
C6	248.20'	180.50'	41°40'00"	C28	342.80'	245.37'	41°00'00"
C7	193.20'	140.50'	41°40'00"	C29	287.80'	206.02'	41°00'00"
C8	138.20'	100.50'	41°40'00"	C30	232.80'	166.59'	41°00'00"
C9	355.20'	160.20'	25°50'00"	C31	178.00'	105.76'	34°02'39"
C10	410.30'	184.99'	25°50'00"	C32	153.00'	98.95'	37°04'03"
C11	465.30'	200.79'	25°50'00"				
C12	232.90'	3.42'	00°50'29"				
C13	232.90'	135.46'	33°19'31"				
C14	287.90'	171.08'	34°10'00"				
C15	342.90'	204.48'	34°10'00"				
C16	465.30'	234.16	28°50'00"				
C17	410.30'	205.48'	28°50'00"				
C18	355.30'	178.60'	28°50'00"				
C19	201.20'	207.18'	59°00'00"				
C20	148.20'	150.55'	59°00'00"				
C21	81.20'	93.91'	59°00'00"				

LINE DATA

NUMBER	DIRECTION	DISTANCE
L0	N84°13'22"E	149.75'
L1	N84°13'22"E	155.38'
L2	N84°13'22"E	160.99'
L3	S63°26'38"E	294.21'
L4	N57°43'22"E	71.84'
L5	S80°34'38"E	72.50'
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	22.10'
L13	S52°46'38"E	146.10'
L14	N65°43'22"E	128.00'
L15	N17°03'22"E	23.20'
L16	N58°03'22"E	187.59'
L17	N58°03'22"E	153.15'
L18	N40°03'22"E	116.72'
L19	S44°53'21"E	35.38'
L20	N45°59'37"E	34.81'
L21	N44°27'24"W	35.62'
L22	S44°32'07"E	35.36'

LOT AREAS

LOT	AREA	LOT	AREA
1	7512.83	16	10070.49
2	7200.00	17	9121.34
3	7200.00	18	8041.71
4	7200.00	19	10965.56
5	7200.00	20	16997.05
6	7200.00	21	9771.01
7	7200.00	22	8029.33
8	7200.00	23	8209.71
9	7200.00	24	8294.80
10	7200.00	25	8798.83
11	7200.00	26	10169.57
12	7200.65	27	12654.82
13	7452.83	28	17799.19
14	8827.60	29	25310.70
15	9938.00	30	30051.72

TRACT AREAS

TRACT	AREA
"A"	1.08 ACRES

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
P.O. BOX 1065
SAN LUIS, AZ. 85349
(928) 627-8285

BASIS OF BEARING

THE SOUTH LINE OF THE SW 1/4 OF THE SECTION 6, T11S, R24W, NAMELY N 89°40'51" 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. 4-030
- FOUND MONUMENT (TYPE AS SHOWN)
- SET 1/2" REBAR W/CAP LS 49335
- B.C. INDICATES BRASS CAP
- H.H. INDICATE 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 RECORD @ YUMA COUNTY WATER USERS ASSOC.
- A.P.N. ASSESSOR PARCEL NUMBER
- 12 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 (2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

PRELIMINARY

JOHN M. LOWELL R.L.S. No. 22767

PREPARED BY:

Engineering, Inc.
3575 S. AVONE # E
YUMA, ARIZONA 85365
(928) 344-2568

SHEET 2 OF 2