

WHEN RECORDED MAIL TO:
CYNTHIA SALCIDO
P.O. BOX "S"
SAN LUIS, ARIZONA 85349



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 380

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH SUPERSTITION CRUSHING, LLC., FOR DEVELOPMENT OF REAL PROPERTY WITHIN CITY LIMITS.

WHEREAS, A.R.S. 9-500.05 authorizes municipalities by resolution or ordinance to enter into development agreements relating to real property in municipalities.

BE IT RESOLVED by the City Council of the City of San Luis, Arizona, as follows:

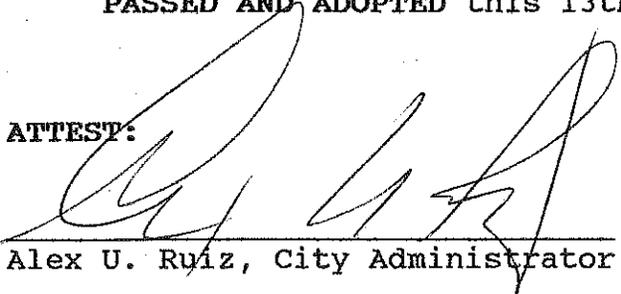
That Alex U. Ruiz, the City Administrator, is authorized to execute on behalf of the City of San Luis, Arizona that certain Development Agreement with Superstition Crushing, LLC, that the purpose of said contract is to provide the development of 132 residential lots in San Luis, Arizona;

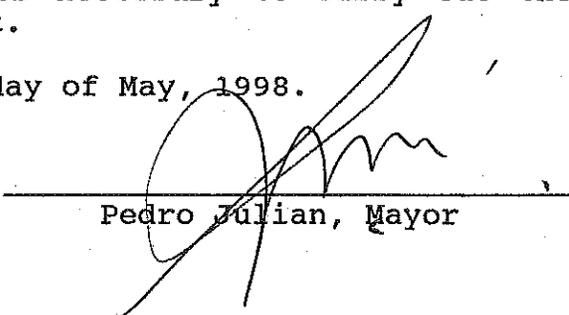
That certain document entitled City of San Luis and Superstition Crushing, LLC, Development Agreement, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk; and

That Alex U. Ruiz, the City Administrator/Clerk, is authorized to execute any additional documents necessary to carry out the spirit and intent of said agreement.

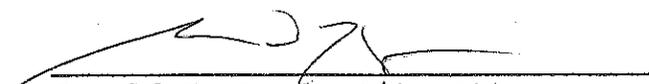
PASSED AND ADOPTED this 13th day of May, 1998.

ATTEST:


Alex U. Ruiz, City Administrator


Pedro Julian, Mayor

APPROVED AS TO FORM:


Gerald W. Hunt, City Attorney

CITY OF SAN LUIS AND SUPERSTITION CRUSHING LLC

DEVELOPMENT AGREEMENT

This Agreement is made and entered into pursuant to A.R.S. 9-500.05 on the 13th day of May, 1998 by and between Superstition Crushing LLC, hereinafter referred to as "Developer", and the City of San Luis, Arizona, a municipal corporation, hereinafter referred to as the "City".

RECITALS:

1. Developer is the owner of certain real property which is located within the City of San Luis, Arizona more particularly described on Exhibit "A" attached hereto (the "property"), of a tentatively platted subdivision known as Las Fuentes de San Luis.
2. Developer is desirous of developing 132 Mobile Home Residential Lots on the property;

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto the parties hereby agree as follows:

1. **DEVELOPMENT AGREEMENT**- That City of San Luis Ordinance No. 148 (a copy of which is attached hereto as Exhibit "B"), provides in Sections 7B and 7C for the development of certain facilities which were included in rezoning which is a greater area than that which is the subject of this Development Agreement. Superstition Crushing LLC, agrees to participate with the owners of the other parcels in providing the facilities set forth in Ordinance No. 148, Sections 7B and 7C it being expressly understood that these facilities and their completion are an integral part of this Development Agreement. Section 7A of Ordinance No. 148 refers to

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"fair share" costs of water and sewer expansion for development at the time of development", and the parties agree that the development fee which shall amount to a fair share of those costs is \$300.00 per lot, for a total of \$39,600. Upon Execution of this Agreement, or upon first construction draw from Bank One, Az or current lender, all of the Development Fees for 132 lots shall be paid.

2. **WATER/SEWER HOOKUP FEES** - The current water hookup fee (\$450.00) shall be paid at the time each building permit is pulled, provided, however, for those permits which are pulled more than three years after the initial permit the then-current rate charged for water hookup fees shall be charged, but in no event shall the fee be less than \$450.00. The current sewer hookup fee (\$450.00) shall be paid prior to issuance of occupancy permits; provided, however, for those permits which are pulled more than three (3) years after the initial permit, the current rate charged for sewer hookup fees shall be charged, but in no event shall the fee be less than \$450.00.
3. **WORK PERFORMED PRIOR TO APPROVAL** - The parties hereto further acknowledge that any work on the subdivision site which is commenced prior to City approval shall be done at the sole expense of Developer and any changes which are required due to commencement of work prior to approval shall be the sole risk and responsibility of Developer.
4. **EXTENSION OF STREETS TO COUNTY 23RD** - Developer is to extend 10th Street to County 23rd and one-half (1/2) of 9th Street to County 23rd with all connections at County 23rd to meet county requirements and standards.

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5. **INSTALLATIONS TO BE PROVIDED BY DEVELOPER** - Developer shall install all utilities, including telephone lines, sewer lines, water lines, electrical and all other service lines underground and conduit for future underground installation of cable television lines for the subdivision. Developer shall also install street lighting within the subdivision according to APS design approved by the City and street identification signs, stop signs and other traffic signs, monumentation, lot corner staking, water mains and service, fire hydrant, manholes, sewer side services, streets, curbs and gutters, sidewalks, retention basins and subdivision walls. Developer shall also install an additional subdivision wall of 1320 linear feet on the South side of Las Fuentes Subdivision.
6. **LANDSCAPING/IRRIGATION** - Developer shall provide landscaping, grass seeding and an appropriate irrigation system to the retention basin within the subdivision and shall include water meter and timer, and shall provide a plan for said improvements for approval by the City.
7. **PERMITS** - Developer will receive assurances that the City shall grant permits and approvals required for development of the Project in accordance with procedure provided by law and in this Agreement, and that Developer may proceed with the Project in accordance with the existing ordinances, rules, regulations and official policies and regulations of the City except as otherwise provided in this Agreement.

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8. **TERM** - This Agreement shall commence on the date of execution and shall not terminate until such time as the obligations provided for are fully complied with or this Agreement is terminated, but in no event shall this Agreement extend beyond five years from the date of execution of this Agreement.
9. **PERMITTED USE OF PROPERTY** - The property may be used for any uses permitted in the City's Zoning Ordinance which is applicable to the property; and the development and use of the Property shall be subject to all other applicable City, State or federal rules, laws or regulations.
10. **SECURITY**- Security shall be by means of an irrevocable letter of credit, certificate of deposit or other means satisfactory to the City.
11. **PERSONAL GUARANTIES** - Myron Jones and Sharon N. Jones, By virtue of their signatures hereinafter affixed, personally guarantee all of the obligations of Superstition Crushing LLC.
12. **BONDS OR ASSURANCES** - Prior to recordation of the final subdivision plat, Developer shall assure its full and faithful performance thereof by either:
 - A Constructing the required improvements and repairing the existing streets and other public facilities damaged in the development of the property, or
 - B Filing with the City one of the following:
 - i A surety bond executed by a surety company authorized to transact business in the State of Arizona;

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- ii An irrevocable letter of credit made by or through a lending institution, insurance or title company regulated by the State of Arizona and made payable to the City of San Luis;
- iii A personal bond co-signed by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of ability to proceed in accordance with the Agreement;
- iv Cash deposit or other instrument acceptable to the City. Such assurance of full and faithful performance shall be in a form approved by the City and shall be for a sum sufficient to cover the cost of the improvements and related engineering and incidental expenses. All assurances shall be released upon issuance of the Notice of Project Acceptance and payment of all impact fees to the City. If Developer fails to construct the improvements within the term specified in Section 9 of this Agreement and the City has unreimbursed costs or expenses resulting from such failure, the City shall call on the posted assurances for reimbursement. If the amount of the posted assurances exceeds the cost and expense incurred by the City, The City shall release the remainder. If the amount of the posted assurances is less than the cost and expense incurred by the City, Developer shall be liable to the City for the difference.

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13. **GUARANTEE OF WORK** - Developer shall guarantee the work against defective material and/or workmanship for a period of one (1) year from the date established by the Notice of Project Acceptance, issued by the City to verify acceptance of the completed work. During the one-year warranty period, Developer at its own expense shall repair or replace all work mutually determined to be the responsibility of Developer.

Should Developer fail to repair such defective material and/or workmanship, or to make replacements within fourteen (14) calendar days after receiving written notice by the City, it is agreed that the City shall make such repairs and/or replacements and the actual cost of the required labor and material shall be chargeable to and payable by Developer.

14. **NOTICES** - All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by certified mail, return receipt requested, addressed as follows:

To City: City Manager
P.O. Box 1170
San Luis, AZ 85349

To Developer: Superstition Crushing, LLC
2755 4th Avenue #938
Yuma, AZ 85364

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Notice of address may be changed by either party by giving notice to the other party in writing of a change of address. Such change shall be deemed to have been effectively notified five (5) days after being mailed by the party changing its address, but only if mailed postage prepaid by certified mail, return receipt requested.

15. **ASSIGN ABILITY BY DEVELOPER** - Developer may not assign its rights and obligations under this Development Agreement to any entity except upon approval by the City. Any transfer of fifty percent (50%) or more of the stock of Superstition Crushing, LLC, shall be considered an assignment to which this paragraph applies.

16. **WAIVER** - The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any of the rights or remedies provided by the Agreement or any delay in the exercise of any rights or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement, unless such waiver is in writing signed by the party to be charged.

17. **GOVERNING LAW** - This Agreement shall be interpreted in accordance with the substantive law of the State of Arizona.

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18. **SEVERABILITY** - It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions prior provisions shall not be affected, and shall be enforced as if the contract did not contain the particular part, term or provision held to be invalid.

19. **DEFAULT**

- A. If either party fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations under this Agreement (the "Defaulting Party"), the non-defaulting party shall give the Defaulting Party written notice of such failure or default. The Defaulting Party shall have thirty (30) days from the receipt of such notice to cure said failure or default.
- B. In any case where a cure has not been completed within sixty days after a Defaulting Party's receipt of such notice, the non-defaulting party shall have the right to demand the posting of a performance bond as security for the completion of such cure and the Defaulting Part shall post such bond within twenty (20) days of its receipt of such demand.
- C. If the Defaulting Party fails to cure the failure or default within the time limits provided above, the non-defaulting party shall have the right to terminate this agreement as well as any other rights or remedies provided by law.

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20. **COSTS AND ATTORNEY FEES** - In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding all litigation and collection expenses, including but not limited to witness fees, court costs and reasonable attorney fees.
21. **ASSESSMENT DISTRICTS** - The Developer shall be responsible for any and all expenses incident to the creation of assessment districts for the operation and maintenance of street lights and for the operation and maintenance of retention basins in the subdivision.
22. **AUTHORITY OF DEVELOPER** - Developer specifically warrants and represents that Developer has the capacity to enter into this Agreement and has or will provide the City with the appropriate verifying documentation.
23. **AGREEMENT PREPARATION ATTORNEY FEES** - Developer agrees to pay reasonable attorney fees of the City incident to the preparations of this Agreement and any related documents.
24. **ENTIRE AGREEMENT** - This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises or inducements made by either party or agents of either party that is not contained in this written Agreement or specifically referred to herein shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

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DEVELOPMENT AGREEMENT
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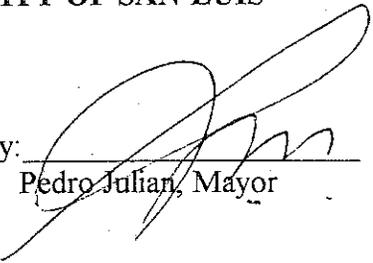
25. **INTEREST OF CITY AGENTS** - No member official or employees of the City (collectively

"City Agents") shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

If either party reasonably believes that a City Agent will participate in a decision relative to this Agreement prohibited by law, then that party may request an independent person to replace such City Agent in participation in that decision.

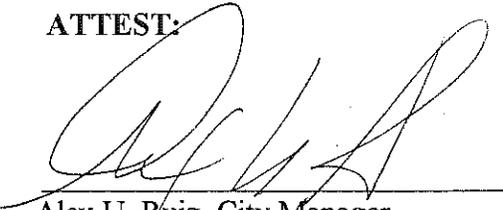
IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of the day and year first above written.

CITY OF SAN LUIS

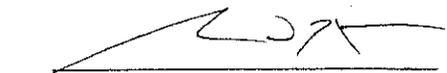
By: 

Pedro Julian, Mayor

ATTEST:


Alex U. Ruiz, City Manager

APPROVED AS TO FORM:


Gerald W. Hunt, City Attorney

SUPERSTITION CRUSHING LLC

Myron Jones, Owner/Representative

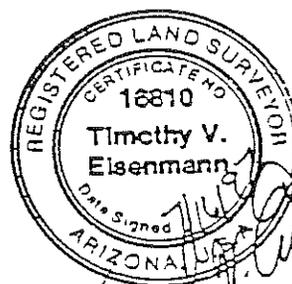
LEGAL DESCRIPTION

PARCEL C-3

That portion of the North 500.0 feet of Lots 1 and 2 and that portion of the NE¼ all in Section 7, T.11S.,R.24W., G.&S.R.M., Yuma County, Arizona more particularly described as follows:

Beginning at the northwest corner of said NE¼ Section 7; thence S00°33'48"W along the west line of said NE¼ Section 7 a distance of 1724.61 feet to the TRUE POINT OF BEGINNING; thence S89°38'47"E parallel to and 1724.61 feet southerly of the north line of said NE¼ Section 7 a distance of 2640.84 feet to a point on the east line of said NE¼ Section 7; thence S00°30'30"W along said east line of the NE¼ Section 7 a distance of 924.23 feet to the southeast corner of said NE¼ Section 7, said corner is also the northeast corner of said Lot 1 Section 7; thence N89°35'11"W along the north line of said Lot 1 Section 7 a distance of 435.60 feet; thence S00°27'52"W parallel to and 435.60 feet westerly of the east line of said Lot 1 Section 7 a distance of 500.0 feet to a point; thence N89°35'11"W a distance of 2206.98 feet to a point on the west line of said Lot 2 Section 7; thence N00°33'48"E along said west line of Lot 2 Section 7 a distance of 500.0 feet to the northwest corner of said Lot 2 Section 7, said corner is also the southwest corner of said NE¼ Section 7; thence continuing N00°33'48"E a distance of 921.47 feet to the TRUE POINT OF BEGINNING.

Parcel contains 81.2849 acres more or less.



"Exhibit A"

WHEN RECORDED MAIL TO:

CYNTHIA SALCIDO
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

ORDINANCE NO. 148

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING ORDINANCE NO. 69, AS AMENDED, BY CHANGING THE CLASSIFICATION OF CERTAIN LAND OWNED BY S.L. BIENESTAR DEVELOPMENT, L.L.C. FROM RURAL AREA (RA-40) TO INTERMEDIATE DENSITY RESIDENTIAL (R-2), MANUFACTURED HOUSING SUBDIVISION (MHS), HIGH DENSITY RESIDENTIAL (R-3), COMMERCIAL GENERAL (C-2) AND INTERMEDIATE DENSITY RESIDENTIAL (R-2) AND AMENDING THE ZONING MAP TO CONFORM THERETO.

WHEREAS, the Planning and Zoning Commission has recommended that the properties described below be reclassified from RA-40 to the classifications provided in the Sections that follow, subject to the conditions described being satisfied, and

WHEREAS, said recommendation was made in conformance with the Ordinances and Code of the City of San Luis, Arizona,

NOW, THEREFORE, be it ordained by the City Council of the City of San Luis, Arizona as follows:

SECTION 1: The zoning classification of the property described in Exhibit "A" as Parcel A from Rural Area (RA-40) to Intermediate Density Residential District (R-2).

SECTION 2: The zoning classification of the property described in Exhibit "B" as Parcel B from Rural Area (RA-40) to Manufactured Housing Subdivision (MHS) subject to the following conditions:

A. Dedication of 50 feet of right-of-way along the eastern boundary (10th Street alignment); and

B. Minimum lot size of 5000 square feet.

SECTION 3: The zoning classification of the property described in Exhibit "C" as Parcel C-1 from Rural Area (RA-40) to High Density Residential (R-3) subject to the following condition:

A. Dedication of 50 feet of right-of-way along the eastern boundary (10th Street alignment).

SECTION 4: The zoning classification of the property described in Exhibit "D" as Parcel C-2 from Rural Area (RA-40) to Commercial General (C-2) subject to the following conditions:

A. Dedication of 50 feet of right-of-way along the eastern boundary (10th Street alignment) and along the southern boundary ("A" Street alignment).

SECTION 5: The zoning classification of the property described in Exhibit "E" as Parcel C-3 from Rural Area (RA-40) to Intermediate Density Residential (R-2) subject to the following condition:

A. Dedication of 50 feet of right-of-way along the eastern boundary (10th Street alignment) and the southern boundary ("A" Street alignment).

SECTION 6. That attached hereto as Exhibit "F" is a graphic representation of each of the above parcels.

SECTION 7. That as additional conditions for rezoning, the owner, S. L. Bienestar Development, L.L.C. agrees to the following:

A. Participate in "fair share" costs of water and sewer expansion for the development at the time of development;

B. Provide a site for a well and water storage facility at the time of development of Parcel C-3; and

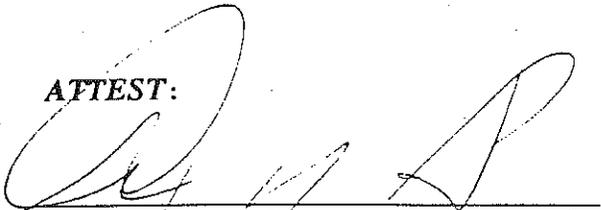
C. Provide a multi-use retention basin to serve as a neighborhood park, including a soccer field, at the time of development of Parcel C-3.

SECTION 8. That the property as rezoned shall be subject to all rules, regulations and requirements pertaining to the classification of said property as rezoned.

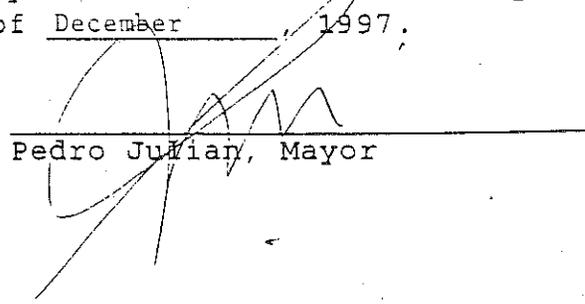
SECTION 9. That the zoning map adopted under said Ordinance No. 69, as amended, is hereby ordered to be changed and amended so as to show that said real property described in this Ordinance is located within the district herein provided.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this 17 day of December, 1997.

ATTEST:



Alex Ruiz, City Manager



Pedro Julian, Mayor

APPROVED AS TO FORM:



Gerald W. Hunt, City Attorney

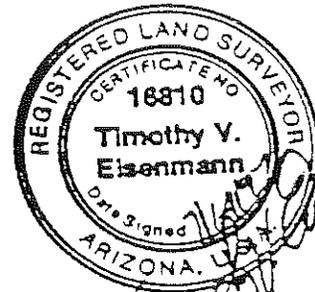
LEGAL DESCRIPTION

PARCEL A

The South 1319.91 feet of the North 1724.61 feet of the W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7, T.11S., R.24W., G.&S.R.M., Yuma County, Arizona more particularly described as follows:

Beginning at the northwest corner of said NE $\frac{1}{4}$ Section 7; thence S00°33'48"W along the west line of said NE $\frac{1}{4}$ Section 7 a distance of 404.70 feet to the TRUE POINT OF BEGINNING; thence S89°38'47"E parallel to and 404.70 feet southerly of the north line of said NE $\frac{1}{4}$ Section 7 a distance of 1319.78 feet to a point on the east line of said W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7; thence S00°32'08"W along said east line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7 a distance of 1319.91 feet; thence N89°38'47"W a distance of 1320.42 feet to a point on the west line of said NE $\frac{1}{4}$ Section 7; thence N00°33'48"E a distance of 1319.91 feet to the TRUE POINT OF BEGINNING.

Parcel contains 40.0000 acres more or less.



LEGAL DESCRIPTION

PARCEL B

The South 867.62 feet of the North 1272.32 feet of the E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7, T.11S.,R.24W., G.&S.R.M., Yuma County, Arizona more particularly described as follows:

Beginning at the northwest corner of said NE $\frac{1}{4}$ Section 7; thence S00°33'48"W along the west line of said NE $\frac{1}{4}$ Section 7 a distance of 404.70 feet; thence S89°38'47"E parallel to and 404.70 feet southerly of the north line of said NE $\frac{1}{4}$ Section 7 a distance of 1319.78 feet to a point on the west line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7, said point is the TRUE POINT OF BEGINNING; thence continuing S89°38'47"E a distance of 1319.79 feet to a point on the east line of said NE $\frac{1}{4}$ Section 7; thence S00°30'30"W along said east line of the NE $\frac{1}{4}$ Section 7 a distance of 858.00 feet; thence N89°38'47"W a distance of 1320.20 feet to a point on the west line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7; thence N00°32'08"E a distance of 858.00 feet to the TRUE POINT OF BEGINNING.

Parcel contains 26.0000 acres more or less.



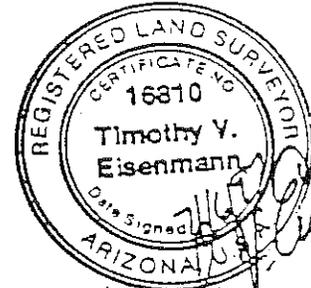
LEGAL DESCRIPTION

PARCEL C-1

The South 461.91 feet of the North 1724.61 feet of the E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7, T.11S.,R.24W., G.&S.R.M., Yuma County, Arizona more particularly described as follows:

Beginning at the northwest corner of said NE $\frac{1}{4}$ Section 7; thence S00°33'48"W along the west line of said NE $\frac{1}{4}$ Section 7 a distance of 1724.61 feet; thence S89°38'47"E parallel to and 1724.61 feet southerly of the north line of said NE $\frac{1}{4}$ Section 7 a distance of 1320.42 feet to a point on the west line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7, said point is the TRUE POINT OF BEGINNING; thence N00°32'08"E along said west line of the E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7 a distance of 461.91 feet; thence S89°38'47"E a distance of 1320.20 feet to a point on the east line of said NE $\frac{1}{4}$ Section 7; thence S00°30'30"W along said east line of the NE $\frac{1}{4}$ Section 7 a distance of 461.91 feet; thence N89°38'47"W a distance of 1320.42 feet to the TRUE POINT OF BEGINNING.

Parcel contains 14.0005 acres more or less.



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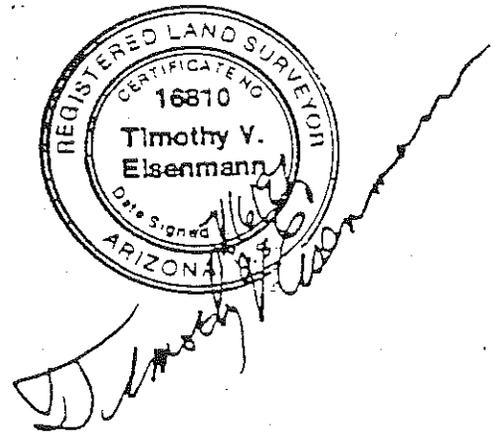
LEGAL DESCRIPTION

PARCEL C-2

The North 500.0 feet of the East 435.60 feet of Lot 1 Section 7, T.11S., R.24W., G. & S.R.M., Yuma County, Arizona more particularly described as follows:

Beginning at the northeast corner of said Lot 1, said corner being the East one-quarter corner of said Section 7; thence S00°27'52"W along the east line of said Lot 1 a distance of 500.0 feet; thence N89°35'11"W a distance of 435.60 feet; thence N00°27'52"E a distance of 500.0 feet to a point on the north line of said Lot 1; thence S89°35'11"E along the north line of said Lot 1 a distance of 435.60 feet to the point of beginning.

Parcel contains 5.0000 acres more or less.



00732

LEGAL DESCRIPTION

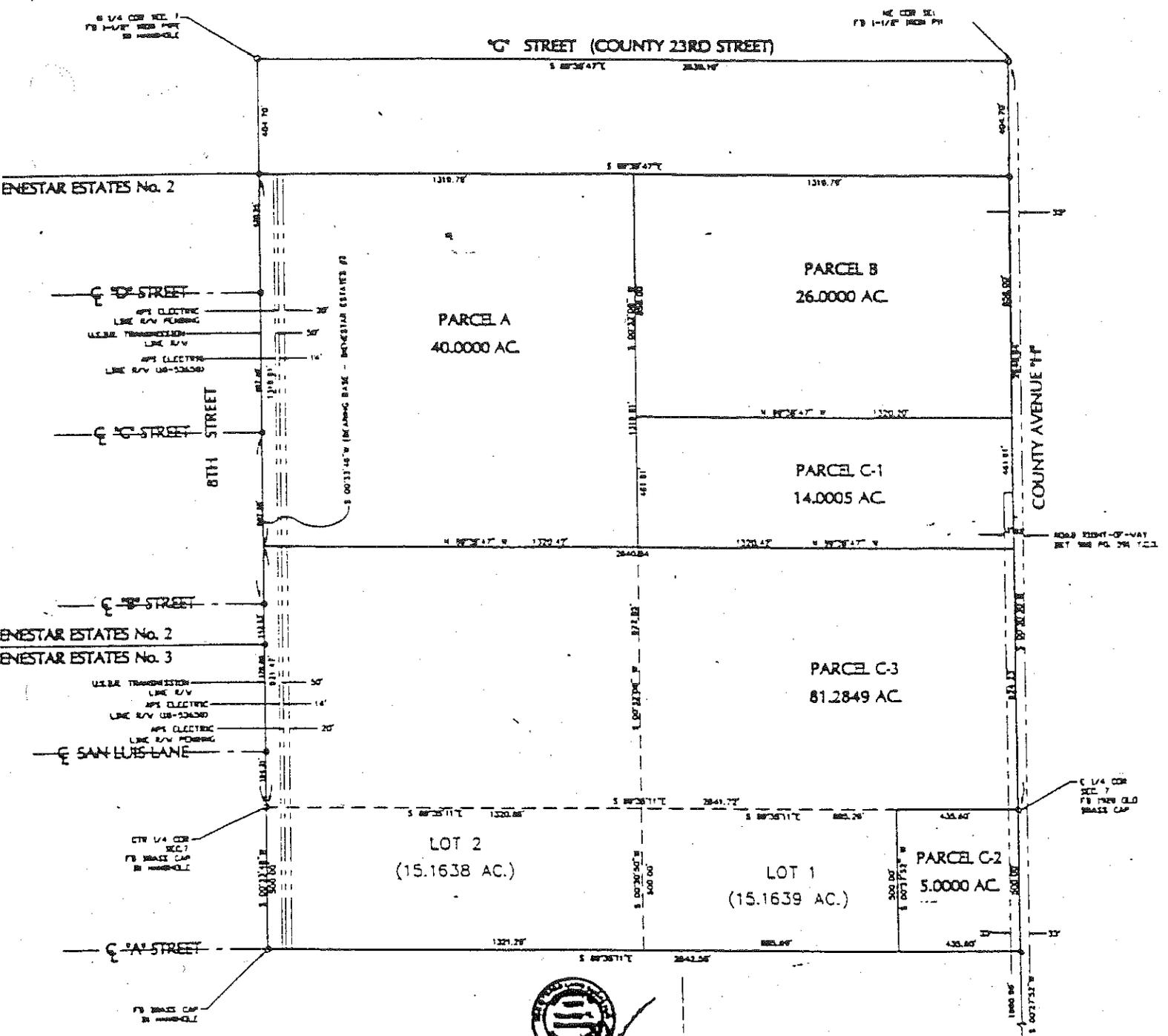
PARCEL C-3

That portion of the North 500.0 feet of Lots 1 and 2 and that portion of the NE¼ all in Section 7, T.11S., R.24W., G.&S.R.M., Yuma County, Arizona more particularly described as follows:

Beginning at the northwest corner of said NE¼ Section 7; thence S00°33'48"W along the west line of said NE¼ Section 7 a distance of 1724.61 feet to the TRUE POINT OF BEGINNING; thence S89°38'47"E parallel to and 1724.61 feet southerly of the north line of said NE¼ Section 7 a distance of 2640.84 feet to a point on the east line of said NE¼ Section 7; thence S00°30'30"W along said east line of the NE¼ Section 7 a distance of 924.23 feet to the southeast corner of said NE¼ Section 7, said corner is also the northeast corner of said Lot 1 Section 7; thence N89°35'11"W along the north line of said Lot 1 Section 7 a distance of 435.60 feet; thence S00°27'52"W parallel to and 435.60 feet westerly of the east line of said Lot 1 Section 7 a distance of 500.0 feet to a point; thence N89°35'11"W a distance of 2206.98 feet to a point on the west line of said Lot 2 Section 7; thence N00°33'48"E along said west line of Lot 2 Section 7 a distance of 500.0 feet to the northwest corner of said Lot 2 Section 7, said corner is also the southwest corner of said NE¼ Section 7; thence continuing N00°33'48"E a distance of 921.47 feet to the TRUE POINT OF BEGINNING.

Parcel contains 81.2849 acres more or less.





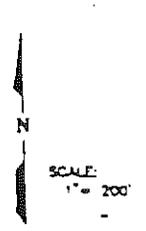
- LEGEND**
- FB BRASS CAP IN HANDHOLE (UNLESS OTHERWISE NOTED)
 - SET 1/2" REBAR W/CAP "3.5" HIGH" (UNLESS OTHERWISE NOTED)
 - PROPERTY BOUNDARY LINE
 - - - RIGHT-OF-WAY (R/W) LINE
 - CONTOUR LINE

S.L. BIENESTAR DEVELOPMENT, LLC.

PLAT OF SPLIT BOUNDARY SURVEY
 IN SEC. 7, T.115 N., R. 34W. CLARK CO.,
 ARIZONA

NICKLAUS ENGINEERS

1000 WEST 34TH STREET, P.O. BOX 888
 TULSA, ARIZONA 74104 (918) 344-0274



00382

Exhibit "F"