

WHEN RECORDED MAIL TO:
CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, AZ 85349
ATTN: CITY CLERK

OFFICIAL RECORDS OF
YUMA COUNTY RECORDER
SUSAN MARLER



FEE #: 2004-24004

07/01/2004 02:08 PAGES: 0021
FEES: 11.00 8.00 1.00 .00 .00
REQ BY: CITY OF SAN LUIS
REC BY: PATTY MAGANA

Resolution

Resolution No. 553

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENTS FILED WITH THE CITY CLERK ENTITLED *RIO SECO DEVELOPMENT AGREEMENT*.

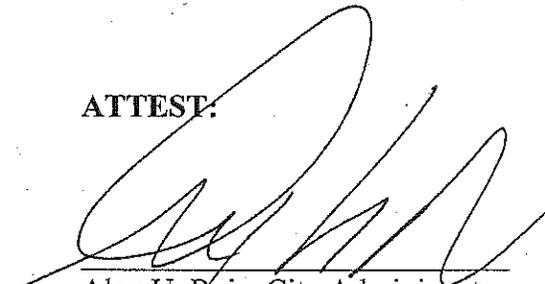
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of San, Arizona as follows:

That a certain document entitled *RIO SECO DEVELOPMENT AGREEMENT*, three copies of which are on file in the office of the City Clerk, is hereby approved and declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

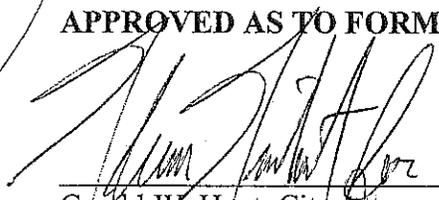
PASSED AND ADOPTED, by the Mayor and City Council of the City of San Luis, Arizona this 20th day of April, 2004.


Guillermina Fuentes, Mayor

ATTEST:


Alex U. Ruiz, City Administrator

APPROVED AS TO FORM:


Gerald W. Hunt, City Attorney

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RIO SECO DEVELOPMENT AGREEMENT

This Agreement is entered into this 20th day of April, 2004 by and between the CITY OF SAN LUIS, ARIZONA, a municipal corporation, herein referred to as "City," and Kim Eggleston, herein collectively referred to as "Developer."

RECITALS:

A. That Developer is developing tracts of land located in Yuma County, Arizona (herein "Property" Exhibit "A"), described as follows:

A parcel of land located in the east half of the northwest quarter of Section 1, Township 11 South, Range 25 West Gila and Salt River Base and Meridian, Yuma County Arizona

Yuma County Assessors Parcel No. 102-57-08A

B. That Developer proposes to develop a Manufactured Home Park (MHP), and requests City water and sewer service to serve the same, and City, under certain conditions and stipulations, is agreeable thereto.

C. It is understood that future development beyond the development of this Property may require the construction of new sewer lift stations, force mains, and sewer lines.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

SECTION ONE: Purpose

The purpose of this Development Agreement is to provide for the development of certain Property as described in **Exhibit "A"** within the limits of the current zoning of the Property and to draft provisions concerning the access to City water and sewer service to the Property to allow for its development.

This agreement is written to address the development of the property with phases of a minimum of 60 spaces. Developer shall have four (4) years from the effective date of the agreement to complete the phased development of the Property.

SECTION TWO: Development Agreement

This Agreement is a "Development Agreement" within the meaning of Arizona Revised Statutes §9-500.05.

SECTION THREE: Term

This Agreement is conditioned upon and shall be binding on the parties as per the effective date of the agreement and all related zoning ordinances.

SECTION FOUR: Consistency with General Plan

As required by State law, the City and Developer stipulate that the contemplated use and development of the Property is consistent with and shall conform to the City of San Luis 2020 General Plan, as amended. In the event that it is not presently consistent, to the extent permitted by law, City promises to amend said General Plan so that development, as desired by Developer as hereinafter set forth, will be consistent.

SECTION FIVE: Water and Sewer Service

Water service for the above-named Property of Developer is currently in place along the eastern boundary of said Property and along County 22nd Street. It is contemplated that the existing

water system and water line extensions have sufficient capacity to service the Development. Developer shall be allowed to connect to the water line. Developer shall obtain water service for the Property at a point(s) approved by the City.

Developer shall build a lift station and force main from Property to Co. 22nd Street. For the purposes of City maintenance and repair of said lift station or otherwise affecting sewer system improvements, Developer shall convey to the City a minimum of five thousand (5,000) sf. of land free of any encumbrances, together with the easements and construction easements for the attached force main of sufficient size and capacity to transport waste water from the Property to County 22nd Street.

Sewer infrastructure for the abovementioned Property will be the sole responsibility of the Developer. All costs for extending or otherwise constructing the lines to serve the entire proposed development of Property shall be borne by Developer or its successors in interest. Currently, sewer access is located on County 22nd Street.

The sewer improvements shall be designed, built, and constructed to the City's requirements, and the construction and installation of the sewer improvements shall be completed in compliance with applicable City standards and specifications for sanitary sewer system construction, and all work in connection therewith shall be subject to the approval of the City by and through the City Engineer and/or Public Works Director. Developer hereby agrees that the installation of all said sanitary sewer systems must comply with the requirements of the Arizona State Department of Health Services and A.D. E. Q. regulations. At all times Developer will be responsible for meeting said requirements and obtaining all appropriate approvals from the State of Arizona.

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SECTION SIX: Environmental Reports

Developer agrees, at Developer's expense, to provide the City with a copy of the Phase I environmental report prior to project construction.

SECTION SEVEN: Initial Rezoning and Permitted Uses

The Property shall be rezoned to MHP to the extent permitted by law and may be used and developed by Developer under the zoning and uses as set forth in **Exhibit "B"** attached hereto. The developer on the same basis shall pay any standard or uniform zoning application fees subsequent to the initial rezoning as other zoning applicants. Any rezoning of the Property shall be subject to all applicable City, County, State and Federal laws, regulations, or rules and the provisions of this Agreement. The use and development of the Property under the zoning set forth in **Exhibit "B"** is a primary benefit to be realized by Developer under the terms of this Agreement and is a material consideration for Developer's having agreed to enter into this agreement with City. City understands that Developer intends to expend immediately substantial funds and take other material action in reliance upon the promise that Developer has the right to use and develop the Property consistent with the zoning set forth in **Exhibit "B"** and on City's governmental action of approving this Agreement.

SECTION EIGHT: Property Development

A. Sewer and Water: Developer and City agree that the development requirements shall include but not be limited to: (a) an extension of existing City water lines as specified as approved by the Public Works Director and/or City Engineer to the Property at Developer's cost, (b) the installation of all utilities as per City standards, (c) the construction of a lift station and force

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main to convey sewage from the property to County 22nd, and (d) payment of any uniform fees in connection with the development of the Property.

B. Streets and Roadways: Developer and City agree that Property development shall also include the development of roadways/streets.

- 1.) Developer shall build a bridge on 4th Avenue over the Yuma Valley Main Drain and a box culvert on 4th Avenue and over the East Main Canal. Developer shall pave, according to Yuma County Standards, the west half of 4th Avenue from Co. 22nd St. to the City transfer station and the east half from the north end of the City transfer station to Union Avenue. The City will pay/reimburse or waive fees in lieu of payment for half the cost of paving 4th Avenue from the north end of the City transfer station to Union Avenue. Developer shall make roadway improvements according to City of San Luis Subdivision Regulations and the City's General Plan on the west side of 4th Avenue between the Main Drain and the East Main Canal. The term improvements shall include but not be limited to grading, sub grade, preparation, aggregate base course, paving, sidewalks, curbs, street lighting and landscaping as per the City of San Luis Subdivision Regulations. Specifically, the Developer shall construct the roadways to the following standard: 26' of paved roadway with 4' shoulders on each side of the roadway, 2 ½" of AC with an 8 inch ABC base. In front of the Property, the Developer shall pave 34' of roadway with 6' sidewalks utilizing the same roadway construction requirements detailed in the previous sentence.
- 2.) Developer shall convey to City sufficient right-of-way to provide a total of 55' right-of-way on 4th Avenue needed for a minor arterial as depicted in the San Luis 2020 General Plan.

C. Payback Agreement: Developer desires a payback agreement for those roadway improvements, constructed facilities, and land dedications as described in Section Eight (B). The City agrees to negotiate in good faith payback amounts and conditions of repayment as detailed in a subsequent amendment to this agreement or in a separate agreement. Final payback amounts and conditions are subject to approval by the City. The Developer shall construct all improvements in advance of payback negotiations with the City.

D. Traffic Signalization: Developer will be required to make contributions to the traffic signalization of Juan Sanchez and 4th Avenue as determined by a warrant study funded in whole or part by the City. If the City can engage the Yuma Metropolitan Planning Organization (YMPO) to conduct the study, the Developer will not be required to participate financially. However, if YMPO declines the City's request to conduct the warrant study, Developer shall contribute an amount not to exceed 25% to the City for the purposes of engaging the services of an independent consultant to conduct the study. If said study concludes that a traffic signal is warranted at the intersection of Juan Sanchez and 4th Avenue, the Developer shall contribute an amount not to exceed 25% of the cost of the signal or \$37,500.

Said amount is payable in four equal installments of \$9,375 prior to the construction of each phase of development. Any amounts paid by the Developer exceeding the twenty-five 25% actual cost of the signal shall be refunded upon installation completion and acceptance by City.

SECTION NINE: Public Purpose Development

Developer agrees to convey to City five thousand (5,000) sf. of land in its then existing condition but free of encumbrances for City's use as depicted in the legal description in Exhibit "C" for the operation, maintenance, and improvement of a lift station. The conveyance shall include appropriate deed restrictions that the property shall be used exclusively for a public purpose that does not conflict with the residential land usage, and ownership shall revert to Developer in the event City abandons the property.

Developer, at Developer's cost agrees to set aside any additional acreage as required for retention basins as approved by the City Engineer and/or Public Works Director and shall construct and maintain said retention basins at the Developer's cost.

Developer further agrees to furnish and install street lighting on 4th Avenue as per the City of San Luis Subdivision Regulations. Developer, at Developer's cost, shall pay for the formation of the street lighting operation, maintenance, and lighting system construction assessment districts for those streetlights that service exterior roadways. The assessment districts may include such other considerations, including but not limited to, maintenance, operation, and electrical costs, as per the City of San Luis Subdivision Regulations. The costs of any initial improvements are to be the responsibility of the Developer.

Under no circumstances will the City accept the responsibility of the maintenance of the interior lighting, storm water drainage system, or roadways for the Property.

SECTION TEN: Special Conditions

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This Agreement is subject to the following special conditions concerning property development:

- 1) Developer shall provide a blanket easement to the City for the operation and maintenance of the fire line and fire hydrants. All fire lines and fire hydrants shall be accessible at all times with no obstructions that will limit access. Two means of access shall be provided for police and fire protection. Developer shall provide street signs for each street with space numbers on said sign for information by visitors or police and fire protection. The San Luis Fire Department shall approve all fire protection systems.
- 2) Developer shall install private streets within the park to include paved drives 32' wide including curbs to provide access to each space.
- 3) Developer shall design private streets capable of supporting garbage trucks, fire trucks, and any heavy equipment needed to give service to such development. The City shall not be liable for any damage done to streets by the weight of such equipment.
- 4) The City will allow Developer to develop this project in phases of 60 spaces minimum but not to exceed the allowed spaces per development plans and have a time limit of four (4) years to finish such development.
- 5) Manufactured home spaces shall not be designed for retention.
- 6) The Developer shall install all utilities necessary for the Property development, including telephone, sewer, water, cable television, and electrical lines, and all service lines shall be constructed underground. The Developer shall also install street lighting within the Park. Developer shall install streetlights at all exits/entrances to the Park according to APS design and approved by the City.
- 7) Developer shall provide each mobile home space a concrete driveway a minimum of ten feet by twenty feet (10' x 20') for vehicle parking.
- 8) No installation of RV's will be allowed in the Manufactured Home Park. Developer will be responsible for any illegal construction, installation, or nonconforming uses in the MHP. All additions including but not limited to patios, carports, and storage rooms must be of same material as the mobile home and must be approved by permit by the Planning & Zoning Department before installation.
- 9) All mobile homes shall have the appropriate skirting installed within 30 days of the installation of the mobile home. The City shall hold the Developer responsible for the timely installation of the skirting and the enforcement of this requirement under ARS 33-1476. The Planning and Zoning Department will assess the Developer a reinspection fee any time the City finds a mobile home installation to be in violation

of this requirement.

- 10) All mobile home skirting and exteriors shall be painted the same color. This applies to each mobile home singularly and does not designate one color for all mobile homes in the park.
- 11) Developer shall build a Police Substation on Property that will consist of 120 sf. of space adjacent with restroom facilities and a telephone hookup to the site rental office or provide private security for Property. Said substation shall be operated with the understanding that actual police presence is sporadic and is in no way intended to provide any type of scheduled patrol or security.
- 12) All mobile homes shall be installed as per requirements of The Office of Manufactured Housing and the City of San Luis Planning & Zoning Department shall approve permits for installations.

SECTION ELEVEN: Phases and Fees

Developer shall have four (4) years from the effective date of the agreement to complete the phased development of the Property. Developer shall pay a General Impact fee of one thousand three hundred fifty Dollars (\$1350.00) per space. General Impact fees shall be paid in phases of 60 lots minimum and payable prior to the construction of any phase of development.

Developer shall pay for Water and Wastewater Impact fees depending on water meter size used as per fee schedule in place at the time of the effective date of the agreement. Said fees shall be valid for the four (4) years covered by this agreement. At the end of the term of this agreement, Developer shall pay the prevailing fees for any undeveloped portions of the property but in no instance will pay less than the abovementioned fees.

SECTION TWELVE: Development of the Property

On selection of any area for development, Developer shall be required to comply with all City ordinances (including subdivision ordinances) codes, policies, standards, and the City of San Luis 2020 General Plan affecting project development and construction in effect as of the date this

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Agreement is executed.

SECTION THIRTEEN: Applicability of Existing Law

This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties and subject to the following requirements:

- 1) That Developer shall provide written notice to City sixty (60) days prior to any change in Agreement of ownership or partnership constituting a 50% or greater change in majority of ownership of Developer(s) or any successors. Such a change in assignment must be approved by the City Council.
- 2) Any notice or demand required to be given herein can be made by certified or registered mail return receipt requested, a reliable overnight courier, or hand-delivered with a receipt to the addresses of the respective parties set forth below in Section Twenty-Eight.
- 3) City or Developer may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.
- 4) In any case where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.
- 5) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- 6) All Exhibits attached hereto form material parts of this Agreement.
- 7) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

SECTION FOURTEEN: Ownership of Systems

The exterior water and sewer systems referred to herein and contemplated hereby shall be and remain the sole and exclusive property of the City. Developer and the persons to whom Developer sells shall have no interest, right, title, or ownership therein. City shall have the right to extend, improve, maintain, and enlarge the same as provided by law, fix the rates applicable thereto, change

the same from time to time, and adopt rules and regulations to control, regulate, and govern the use of such facilities. The City agrees to provide water service and sewer service for the development of the Property covered by the water and sewer systems constructed or improved under this Agreement under the same terms as City provides water and sewer service to other similarly-situated properties within the City at the applicable City Rate for like properties within the City without any surcharge.

SECTION FIFTEEN: Assurances

The City will not issue any permits for mobile home installation until Developer completes and the City approves and accepts all off-site improvements as detailed in this agreement, such approval shall not be unreasonably delayed. All standard warranty periods as detailed in the City of San Luis Subdivision Regulations shall apply.

SECTION SIXTEEN: Covenants to Run with the Land

The covenants set forth in this Agreement are intended to run with the land.

SECTION SEVENTEEN: Agreement Preparation Costs and Attorneys' Fees

After the completion of the rezoning provided for under this Agreement, Developer agrees to reimburse the City the exact billed costs of attorney, engineer, and publication fees incident to the preparation of this Agreement, any related documents, and any subsequent Agreement amendments. All requests for payment shall be made to the City within thirty (30) days of the date of the request, and all requests shall contain documents verifying services rendered and the reimbursable amounts.

SECTION EIGHTEEN: 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.

SECTION NINETEEN: Governing Law

This Agreement shall be interpreted in accordance with the substantive law of the State of Arizona.

SECTION TWENTY: 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 or 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.

SECTION TWENTY-ONE: Default

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 Defaulting Party written notice via certified mail 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.

In any case where a cure has not been completed within sixty (60) 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 Party shall post such bond within twenty (20) days of its receipt of such demand.

If the Defaulting Party fails to cure the failure or default within the time limits provided

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above, the non-defaulting party shall have the right to terminate this Agreement as well as any other rights or remedies provided by law.

SECTION TWENTY-TWO: 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.

SECTION TWENTY-THREE: Entire Agreement

This Agreement contains the entire agreement between the parties, and oral or written statements, promises, or inducements made by either party or agents of either party not contained herein shall be deemed null and void. This Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed by law.

SECTION TWENTY-FOUR: Interest of City Agents

No member, official, or employee 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 in ARS 38-511. If either party reasonably believes that a City Agent will participate in a decision relative to this Agreement or specifically referred to herein that City will not participate in the development, approval, or enforcement of this Agreement and shall be replaced by an alternate City Agent serving in a similar capacity.

SECTION TWENTY-FIVE: Alternative Dispute Resolution

A. Mediation: In the event of a dispute hereunder which the parties are unable to resolve following good faith face-to-face negotiations by the parties hereto or their designated representatives and the damages are likely to be equal to or exceed \$30,000, the dispute shall be submitted to a mutually agreeable neutral advisor for mediation. A party shall demand mediation

in writing, with three suggested names for mediators, the other party agreeing to and selecting one of the mediators within thirty (30) days of said demand. Neither party shall unreasonably withhold acceptance of a suitable mediator. The parties shall share the mediator's fee equally.

B. Arbitration: In the event the parties are unable to resolve a dispute and the damages are likely to be less than \$30,000, the parties may choose to resolve the dispute through binding arbitration, subject to the Commercial Arbitration Rules of the American Arbitration Association 2001 as herein modified, without first submitting the dispute to a neutral advisor for mediation. The binding arbitration shall be conducted by a qualified attorney arbitrator, admitted to practice in the State of Arizona, mutually agreed to between the parties. The complaining party shall demand arbitration in writing, with three suggested names for attorney arbitrators, the other party agreeing to and selecting one of the attorney arbitrators within thirty (30) days of said demand. Neither party shall unreasonably withhold acceptance of a suitable attorney arbitrator. The arbitrator will have no authority to award punitive or consequential damages, except as may be required by statute. The prevailing party in any such arbitration proceeding will be entitled to reasonable attorneys fees, costs, and expenses in addition to any other relief to which such prevailing party may be entitled. The place of the arbitration and the mediation shall be in the county where the property is located.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party may also, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of the party, pending the arbitrator's final decision on the merits of the controversy.

If the dispute involves construction or interpretation of this agreement with no discernable dollar value attached, then City or Developer may exercise its rights to either mediation and/or arbitration in the manner detailed above.

SECTION TWENTY-SIX: Effective Date of Agreement

The effective date of this Agreement shall be the effective date of the ordinance (30 days after the second reading) in which this Agreement is incorporated by reference and approved by the City Council of the City of the City of San Luis.

SECTION TWENTY-SEVEN: Binding Agreement

This Agreement and the covenants, terms, and conditions thereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest, and the assigns of the parties hereto.

SECTION TWENTY-EIGHT: Notices

Notices to the City under this Agreement shall be sent to:

City Manager
CITY OF SAN LUIS
P.O. Box 1170
San Luis, AZ 85349

or at any other place hereafter designated by the City in writing. Notices to Developer under this Agreement shall be sent to:

Kim Eggleston
7373 N Scottsdale Road
Suite A-280
Scottsdale, AZ 85253

or any other place hereinafter designated by Developer in writing.

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:

Guillermina Fuentes
Mayor Guillermina Fuentes

ATTEST:

Alex Ruiz
Alex Ruiz, City Administrator

APPROVED AS TO FORM:

Gerald W. Hunt
Gerald W. Hunt
City Attorney

DEVELOPER:

Kim Eggleston
Kim Eggleston

STATE OF ARIZONA)
)ss.
COUNTY OF YUMA)

The foregoing acknowledged before me this 21st day of April, 2004, by Guillermina Fuentes, Mayor of the City of San Luis, Arizona

Cynthia Salido
Notary Public

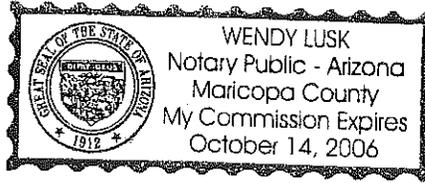
My Commission Expires:
Nov. 14, 2005



STATE of ARIZONA COUNTY of YUMA
Signed before me this 21st day
of April, 2004
Cynthia Salido
Cynthia Salido - Notary Public
My Commission Expires November 14, 2005

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STATE OF ARIZONA)
)ss.
COUNTY OF YUMA)



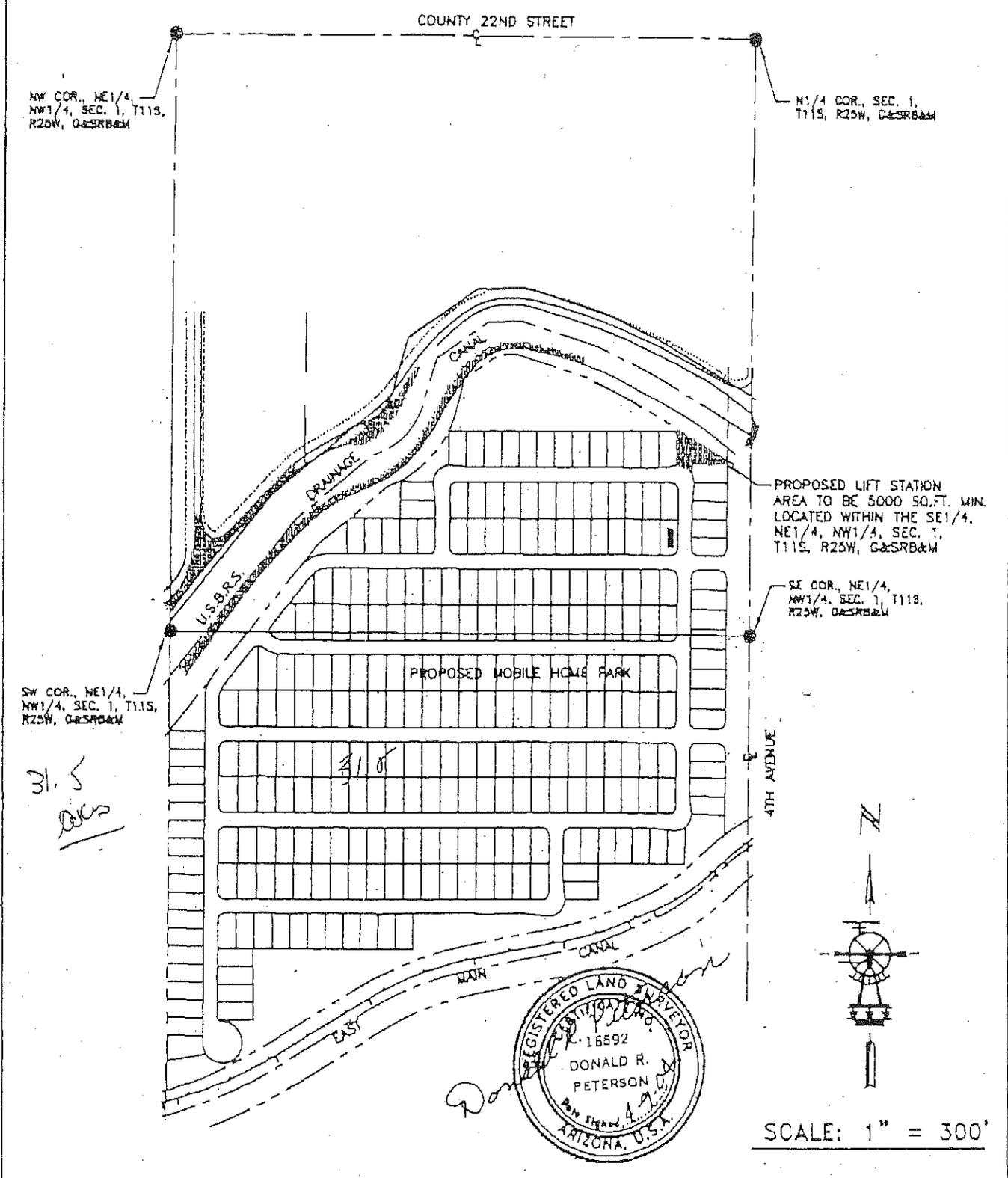
The foregoing acknowledged before me this 26 day of may, 2004, by
[Name of Developer].

Wendy Lusk
Notary Public

My Commission Expires:
oct. 14, 2004

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EXHIBIT "A"



NW COR., NE1/4,
NW1/4, SEC. 1, T11S,
R20W, G&SRB&M

NE1/4 COR., SEC. 1,
T11S, R20W, G&SRB&M

SW COR., NE1/4,
NW1/4, SEC. 1, T11S,
R20W, G&SRB&M

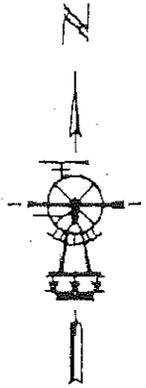
PROPOSED LIFT STATION
AREA TO BE 5000 SQ.FT. MIN.
LOCATED WITHIN THE SE1/4,
NE1/4, NW1/4, SEC. 1,
T11S, R20W, G&SRB&M

SE COR., NE1/4,
NW1/4, SEC. 1, T11S,
R20W, G&SRB&M

PROPOSED MOBILE HOME PARK

31.5
acs

31.5



SCALE: 1" = 300'



don peterson engineers, inc

1638A E. 20th Street Yuma, Arizona 85301

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EXHIBIT B

607.00 MANUFACTURED HOME PARK DISTRICT (MHP)

607.01 Purpose

This district is intended to provide orderly development of manufactured home parks accommodating manufactured homes or recreational vehicles and related facilities.

607.02 Permitted Uses

The following uses are permitted in the MHP district subject to compliance with the design standards listed below.

- a) One manufactured home or recreational vehicle residence per space. Caretakers residence may be site-built.
- b) Community or recreational facilities intended to serve the needs of persons within the manufactured home park.
- c) Uses customarily incidental to the above uses such as garages and carports, storage sheds, swimming pools, walls and fences, signs and parking subject to the provisions found in appropriate sections of this code.

607.03 Special Uses

The following uses are allowed in the MHP district provided a special use permit is approved by the Planning and Zoning Commission as per Section 403 of this code.

- a) Any commercial, public, or institutional use intended to serve the needs of persons within the park.

607.04 Minimum Parcel And Space Size Requirements

- a) The minimum parcel size for the MHP district is sixteen thousand 16,000 square feet.
- b) The minimum space size in the MHP district is three thousand two hundred (3,200) square feet.

607.05 Minimum Space Widths and Principal Buildings Setbacks

The following are the minimum space widths and setbacks for all principal structures or vehicles in the MHP district.

Minimum space width: 40'
Minimum front yard setback: 10'
Minimum side yard setback: 7'
Minimum rear yard setback: 7'
Minimum side street setback: 10'

607.06 Maximum Height Allowance

No structure in the MHP district shall exceed twenty feet (20') in height except as provided in Sec. 1103 if this Code.

607.07 Maximum Space Coverage

The maximum space coverage for all principal and accessory buildings or vehicles is fifty percent (50%).

607.08 Accessory Buildings

See Section 1106 of this code for accessory building standards.

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EXHIBIT B

607.09

Minimum Development Standards

- A. The owners or owners' agents of a tract of land proposed to be developed as a manufactured home park shall submit to the County Planning Director a plan for the development and use of the park as drawn by a registered engineer. The County Planning Director upon review of proposed plan may approve the park plan in accordance with the following minimum criteria or greater criteria if required in the reasonable discretion of the Director.
1. The plan clearly defines individual MH spaces and adequately provides for vehicle parking and traffic flow.
 2. In the mobile home park office area, there shall be at least two (2) parking spaces.
 3. The minimum distance between MH's and permanent buildings within the park shall be fourteen (14) feet.
 4. A six (6) foot high sight obstructing wall or fence shall be required on any perimeter adjacent to a major thoroughfare, railroad, canal, or other potential safety hazard or uses deemed incompatible by the Planning Director.
 5. Dedication of public rights of way shall be required in compliance with the Yuma County Road Functional Classification System. Perimeter road improvements shall be required in accordance with the Guide for Improvements of Perimeter Streets as contained in the Yuma County Subdivision Regulations.
 6. There shall be a minimum of two points of ingress and egress to the park in order to allow emergency access. All roadways within the park shall be a minimum of thirty-two (32) feet in width and shall be built and continuously maintained in a dust free condition by application of an aggregate base course (ABC) covered by a penetration and chip seal coat sufficient to meet this requirement.
 7. Drainage and flood control facilities shall be approved by the Yuma County Department of Public Works.
- B. Upon the written request of the developer, the Planning Director will evaluate the status of completion of the MH Park and upon determining that there is a state of reasonable completion and that it is not a threat to health, safety and welfare, the Director may issue a conditional occupancy permit which allows usage of that portion of the park but mandates all requirements be met within a specified time limit not to exceed one (1) year. If the requirements are not met within the specified time, the occupancy permit shall be withdrawn.
- C. Approved plans shall be valid for up to 3 years. However, if the developer is unable to complete his project within these 3 years, they shall submit in writing, 60 days prior to the plan's expiration date, a request for up to an additional one (1) year. The request shall indicate the extraordinary reasons for the delay in completion on which the Planning Director may grant the time extension.

WHEN RECORDED MAIL TO:
 CITY OF SAN LUIS
 P.O. BOX 1170
 SAN LUIS, AZ 85349
 ATTN: CITY CLERK

EXHIBIT "C"

NW COR., NE1/4,
NW1/4, SEC. 1, T11S,
R25W, G&SRB&M

NE1/4 COR., SEC. 1,
T11S, R25W, G&SRB&M

COUNTY 22ND STREET

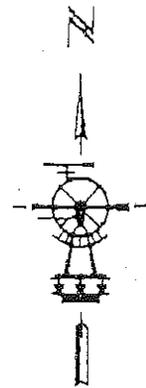
SW COR., NE1/4,
NW1/4, SEC. 1, T11S,
R25W, G&SRB&M

PROPOSED LIFT STATION
AREA TO BE 5000 SQ.FT. MIN.
LOCATED WITHIN THE SE1/4,
NE1/4, NW1/4, SEC. 1,
T11S, R25W, G&SRB&M

SE COR., NE1/4,
NW1/4, SEC. 1, T11S,
R25W, G&SRB&M

PROPOSED MOBILE HOME PARK

4TH AVENUE



SCALE: 1" = 300'



don peterson engineers, inc
1838A E. 20th Street Yuma, Arizona 85385 (928) 783-7885

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