



Resolution

Resolution No. 554

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING A PREANNEXATION DEVELOPMENT AGREEMENT FOR the Comite de Bienestar, Inc. an Arizona 501(c)(3) non-profit corporation and Riedel Construction, L.L.C., AND AUTHORIZING SIGNATURE.

Whereas, pursuant to the provisions of ARS 9-500.05, the City of San Luis is authorized to enter into preannexation development agreements; and

Whereas, the City of San Luis, Arizona, and the Comite de Bienestar, Inc. an Arizona 501(c)(3) non-profit corporation and Riedel Construction, L.L.C., desire to enter into a preannexation development agreement;

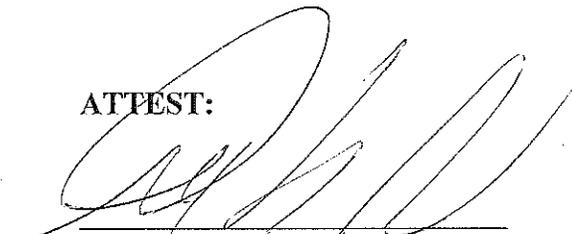
Now, therefore, be it resolved, by the Mayor and the Council of the City of San Luis, Arizona, that the preannexation development agreement between the City of San Luis, and the Comite de Bienestar, Inc. an Arizona 501(c)(3) non-profit corporation and Riedel Construction, L.L.C., a true copy of which is marked Exhibit "A" and attached hereto, and by this reference incorporated herein, is hereby approved, and authority for the City of San Luis to enter into said agreement is hereby authorized, and, further, the Mayor is hereby authorized to execute said preannexation development agreement on behalf of the City of San Luis.

PASSED AND ADOPTED, by the Mayor and City Council of the City of San Luis, Arizona this 24th day of March, 2004.

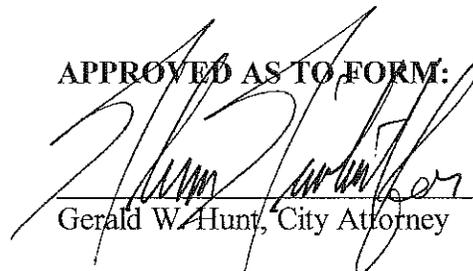
30th *cb*


Guillermina Fuentes, Mayor

ATTEST:


Alex U. Ruiz, City Administrator

APPROVED AS TO FORM:


Gerald W. Hunt, City Attorney

**CERTIFICATE OF PURCHASE NO. 53-106996
LEGAL DESCRIPTION
EXHIBIT "A"**

PARCEL 1

LOTS 1 AND 2, SECTION 7, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER MERIDIAN, YUMA COUNTY, ARIZONA.

EXCEPT THE NORTH 500.00 FEET THEREOF.

CONTAINING 49.99 ACRES, MORE OR LESS.

PARCEL 2

THE NORTH 548.00 FEET OF LOTS 5 AND 6, SECTION 7, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER MERIDIAN, YUMA COUNTY, ARIZONA.

CONTAINING 33.27 ACRES, MORE OR LESS.

PARCEL 3

THAT PORTION OF TRACTS 15 AND 16 OF STATE PLAT NO. 17, COMITE DE BIENASTAR, AS RECORDED IN BOOK 11 OF PLATS, PAGES 86 TO 88, YUMA COUNTY RECORDS, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 7;

THENCE S00°35'57"W, ALONG THE CENTERLINE OF COUNTY AVENUE "T" (6TH STREET), A DISTANCE OF 500.00 FEET, TO THE INTERSECTION OF COUNTY AVENUE "T" AND "A" STREET, SAID POINT IS THE TRUE POINT OF BEGINNING;

THENCE S89°35'29"E, ALONG THE CENTERLINE OF "A" STREET, A DISTANCE OF 2,647.62 FEET, TO A POINT ON THE INTERSECTION OF "A" STREET AND COUNTY AVENUE "H½" (8TH STREET), SAID POINT IS THE NORTHEAST CORNER OF TRACT 16;

THENCE S00°33'48"W, ALONG THE CENTERLINE OF COUNTY AVENUE "H½", A DISTANCE OF 823.04 FEET, TO THE NORTHEAST CORNER OF LOT 4, SECTION 7;

THENCE N89°33'09"W, A DISTANCE OF 2,648.12 FEET, TO THE NORTHWEST CORNER OF LOT 3, SECTION 7, SAID POINT LIE ON THE CENTERLINE OF COUNTY AVENUE "T";

THENCE N00°35'57"W, ALONG SAID CENTERLINE OF COUNTY AVENUE "T", A DISTANCE OF 821.24 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 49.98 ACRES, MORE OR LESS.

TOTAL ACREAGE 133.24 ACRES, MORE OR LESS.

EXHIBIT B-Page One

CERTIFICATE OF PURCHASE

NO. 53-106996

STATE LAND DEPARTMENT OF THE STATE OF ARIZONA
OFFICE OF STATE LAND COMMISSIONER

For Grant 500 Lands
(School, Institutional or University)

WHEREAS, on the 7th day of January A.D., 2004



S.L. BIENESTAR DEVELOPMENT III

purchased from the State of Arizona the following described land, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF CERTIFICATE OF PURCHASE NO. 53-106996

Located in Section 7, in Township 11 South, Range 24 West, G. & S. R. M., County of Yuma,

EXHIBIT "B"-Page 2

State of Arizona, containing 133.24 acres, more or less, under and subject to the provisions of the laws of the State of Arizona, for the sum of

THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100

Dollars (\$ 3,150,000.00)

of which there has been paid to the said State Land Department the sum of

THREE HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/100

Dollars (\$ 315,000.00)

leaving a balance due of

TWO MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND NO/100

Dollars (\$ 2,835,000.00)

AND, WHEREAS, the improvements attached to and upon said land have been appraised at the sum of

NONE

Dollars (\$ 0.00)

of which the said purchaser, not being the former owner of said improvements, has paid to the said State Land Department the sum of

NONE

Dollars (\$ 0.00)

leaving a balance due of

NONE

Dollars (\$ 0.00)

AND, WHEREAS, the Selling and Administrative fee payable by the said purchaser amounts to the sum of

NINETY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100

Dollars (\$ 94,500.00)

of which there has been paid to the said State Land Department the sum of

NINETY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100

Dollars (\$ 94,500.00)

leaving a balance due of

NONE

Dollars (\$ 0.00)

NOW, THEREFORE, upon the surrender of this Certificate, full compliance with all the terms and conditions herein contained, payment of all sums remaining due as set forth herein, and compliance with all the provisions of law, the said purchaser, ITS heirs or assigns, will be entitled to have and receive a Patent from the State of Arizona to the land hereinbefore described.

EXHIBIT "B"-Page Three

CONDITIONS

The purchaser agrees to pay all taxes, water assessments or charges which may be assessed against said land, or the water right thereto; that any right to the use of water appurtenant to or existing upon the lands shall be so maintained by him as to prevent the forfeiture or abandonment of said right; that all taxes levied against the land and all construction and maintenance charges in connection with any United States reclamation project, from and subject to which the lands shall receive water, will be promptly paid, and all other acts will be performed to insure the acquisition and maintenance of said rights and the use of said water; provided, that if the successful irrigation of any such lands susceptible of irrigation from works constructed or controlled by the United States government should not be dependent upon said irrigation works, it shall not be necessary to acquire and maintain such water rights thereon.

The purchaser agrees that he will permit no loss or cause any waste in, to, or upon said land.

The purchaser, if not in default as to any payments specified herein, and who has kept and performed all the conditions imposed by law and this Certificate of Purchase, may, only with the written consent of the State Land Commissioner, assign his right, title and interest under this Certificate.

The purchaser of improvements upon said lands, from the owner of said improvements, when not fully paid for by the purchaser shall, at all times, during the life of this Certificate of Purchase, keep the insurable improvements adequately insured for the benefit of the State of Arizona, as required by Section Sixty, Chapter Five, Second Special Session of the Second Legislature of the State of Arizona, and commonly designated as the Public Land Code of the State of Arizona. The policies covering said insurance shall be deposited with the State Land Commissioner.

This Certificate of Purchase is issued subject to any and all reservations, easements, or rights-of-way heretofore legally obtained and now in full force and effect.

Pursuant to the provisions of Arizona Revised Statutes § 37-231, of the following substances not heretofore retained and reserved by a predecessor in title to the State of Arizona, all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this state, or decisions of court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, on, in, or under the above described lands, shall be and remain and are hereby reserved in and retained by State of Arizona, together with the right of the State of Arizona, its lessees or permittees to enter upon those lands for the purpose of exploration, development and removal of the above described substances as provided by the rules of the State Land Department and the laws of Arizona.

This instrument is executed subject to all conditions, requirements and provisions of the Public Land Code of the State of Arizona, passed at the Second Special Session of the Second Legislature of the State of Arizona.

Additional conditions of sale, if any, are as attached: **NONE**

Time is an essential element in the premises, and the purchaser agrees, in accepting this Certificate, to make the payments as specified herein, failing in which this Certificate of Purchase will be subject to forfeiture as provided by law. Said payments of principal and interest shall be made at the time and in the amounts specified on attached EXHIBIT "B", to wit:

EXHIBIT "C"-Page One

604.00 MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2)

604.01 Purpose

This district is intended to promote and preserve medium density residential development. It is predominantly residential in character, but allows greater density than the R-1 districts.

604.02 Permitted Uses

The following uses are permitted in the R-2 district subject to compliance with the design standards listed below.

- a) Single family dwellings, attached or detached.
- b) Multifamily dwelling units.
- c) Home occupations as defined in Section 201.00.
- d) 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.

604.03 Special Uses

The following uses are allowed in the R-2 district provided a special use permit is approved by the Planning and Zoning Commission as per Section 403 of this code.

- a) Public schools, hospitals, convalescent homes, homes for the aged, nursing homes, churches, and institutions of an educational, charitable, or philanthropic nature.
- b) Golf courses, swimming pools, and other recreational or community facilities.
- c) Public parks or facilities and utility installations.

604.04 Minimum Parcel Size Requirements

The minimum parcel size for lots within the R-2 district is 4,000 sq. ft. per dwelling unit except lots for townhouses which may be reduced to 3,000 sq. ft. as long as overall density of development does not exceed 10 units per acre, excluding rights of way and common lots. Modification to allow building footprints surrounded by common lots may be approved by the Planning & Zoning Commission with tentative subdivision plat or site plan approval if deemed compatible with surrounding development and as long as overall density, setbacks, height and coverage regulations are met. Parcel size for special uses shall be as approved by the Planning and Zoning Commission.

EXHIBIT "C"-Page Two

604.05 Minimum Lot Widths and Principal Buildings Setback Requirements
 The following are the minimum lot widths and setbacks for all principal buildings in the R-2 district.

Type of Units	Min. Lot Width	Min. Front Yd. Setback	Min. Side Yd. Setback	Min. Rear Yd. Setback	Min. Side St. Setback
Detached Residence	40'	20'	7'	10'	10'
O Lot Line Detached*	40'	20'	0' & 14'	10'	10'
O Lot Line Attached*	30'	20'	0' or 7'	10'	10'
Multifamily Uses	40'	20'	7'	10'	10'

*Must be approved by the Planning and Zoning Commission at the time of Tentative Subdivision Plat approval.

604.06 Maximum Height Allowance

No structure in the R-2 district shall exceed 2 stories or thirty-five feet (35') in height except as provided in Section 1103.

604.07 Maximum Lot Coverage

The maximum lot coverage for all principal and accessory buildings in the R-2 district is fifty percent (50%). When lot coverage exceeds thirty percent (30%) a central sewage disposal system is required.

604.08 Accessory Buildings

See Section 1106 of this code for accessory building standards.