

**WHEN RECORDED, MAIL TO:**

**CITY OF SAN LUIS  
ATTN: CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

**2022-34338 RESOLUTION**  
11/02/2022 03:20:12 PM Pages: 15 Fees: \$15.00  
Requested By: CITY OF SAN LUIS

Richard Colwell County Recorder, YUMA County AZ



The above area is to be reserved for recording information

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**CAPTION HEADING:**

**RESOLUTION**  
Resolution No. 2234  
Memorandum of Understanding  
MOY Framing Company, LLC for proposed lot split



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2234

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND RATIFYING A MEMORANDUM OF UNDERSTANDING TO CONFORM TO THE CITY COUNCIL'S OCTOBER 19<sup>TH</sup> REVISIONS CONCERNING MOY FARMING COMPANY, L.L.C.'S PROPOSED LOT SPLIT OF A PARCEL BOUNDED BY AVENUE D<sup>1/2</sup>, COUNTY 24<sup>1/2</sup> STREET, AVENUE D, AND COUNTY 25<sup>TH</sup> STREET.**

**BE IT RESOLVED** by the Mayor and City Council of the City of San Luis, Arizona:

**Section 1:** The Memorandum of Understanding between the MOY Farming Company, L.L.C. (owner of the parcel subject to Lot Split Case Number 2022-0509); Von Verde Development, L.L.C.; commitments Von Verde Development, L.L.C.; MOY Farming Company, L.L.C.; and SAM Group Investment Company (owner of Section 13, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian); and the City ("Agreement") is incorporated into this Resolution No. 2234 as though fully set forth in full here including its exhibit.

**Section 2:** The City of San Luis, Arizona ("City") hereby approves and ratifies the Agreement.

**Section 3:** City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution No. 2234.

**Section 4:** If a conflict arises between the provisions of this Resolution No. 2234 and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

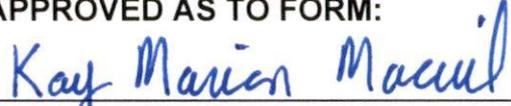
**Section 5:** If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution No. 2234 is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Resolution No. 2234.

[Intentionally left blank, signature page follows.]

**PASSED, ADOPTED, APPROVED, and RATIFIED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 27<sup>th</sup> day of October 2022.

  
\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney

When recorded, mail to:

City Clerk  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

## MEMORANDUM OF UNDERSTANDING

Comes now the City of San Luis, Arizona, a municipal corporation and political subdivision of the State of Arizona ("City") and MOY Farming Company, L.L.C., Von Verde Development, L.L.C, and SAM Group Investment Company (Arizona entities), known as owners ("Owner") and hereby make this agreement ("Agreement") on the 27<sup>th</sup> day of October 2022 to an understanding regarding the proposed lot split for ATS Lot Split, City Lot Split Case Number 2022-0509, dividing Assessor's Parcel Number 227-14-004 located on the northwest corner of Avenue D and County 25th Street, in San Luis, Arizona.

**WHEREAS**, MOY Farming Company, L.L.C. is the owner of real property, Assessor's Parcel Number 227-14-004, and desires to split said parcel into two parcels pursuant to City Lot Split Case Number 2022-0509.

**WHEREAS**, a true and correct legal description of the property to be divided, and to which this instrument applies, is marked "Exhibit A" attached hereto, and by this reference is incorporated herein as though fully set forth again in full.

**WHEREAS**, Section 7.1 of the Subdivision Regulations of the City provides in part that lot splits may be approved if the division of land is into three or fewer parcels and does not involve right-of-way dedication, utility extension, or other off-site public improvements.

**WHEREAS**, the Subdivision Regulations of the City do not allow for a lot split process under the particular circumstances of City Lot Split Case Number 2022-0509.

**WHEREAS**, the purpose of this Memorandum of Understanding (Agreement) is to make appropriate provision for right-of-way dedications, utility extensions, and off-site public improvements such that the application for City Lot Split Case Number 2022-0509 can be approved.

**WHEREAS**, Von Verde Development, L.L.C.; MOY Farming Company, L.L.C.; and SAM Group Investment Company are the owners of Section 13, which is adjacent to the east of Assessor's Parcel Number 227-14-004.

**WHEREAS**, at the October 19, 2022, San Luis City Council Special Meeting, City Council adopted commitments Von Verde Development, L.L.C.; MOY Farming Company, L.L.C.; and SAM Group Investment Company made involving Section 13,

Township 11 South, Range 24 West, Gila and Salt River Base and Meridian ("Section 13").

**NOW, THEREFORE**, the recitals to this Agreement are incorporated into and shall constitute part of this Agreement. Intending to be legally bound hereby, the City and Owner agree as follows:

**1. Sidewalks**

- a. For the property described as proposed Parcel C2 on the proposed lot split Case No. 2022-0509 ("Parcel C2"), said parcel will be allowed to be developed without the requirement of sidewalks provided the property is developed for the uses of warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage within two calendar years from the date of this Agreement.
  - b. The Owner of Parcel C2, on behalf of itself and its successors in interest, shall construct sidewalks on the proposed Parcel C2 if other uses not listed above develop on Parcel C2.
2. The Owner or its successor of Parcel C2 shall conduct a traffic impact statement or traffic study, whichever is required, and develop such improvements and dedicate such right of ways as called for by the impact statement or study or both.

**3. Avenue D**

**a. Full Width of Avenue D Eighty Feet (80') with Listed Uses**

If the uses in Section 13 and parcel C1 on the proposed lot split Case No. 2022-0509 ("Parcel C1") and Parcel C2 are for warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage within two calendar years from the date of this Agreement, then the City shall require the following:

- i. With respect to Parcel C1 and Parcel C2, the Owner, on behalf of itself and its successors in interest, will dedicate up to seven feet (7') of additional right of way along the Avenue D alignment. At the present time, the right-of-way width is thirty-three feet (33') west of the section line. The purpose of this dedication would be to add up to seven feet (7') of right-of-way to the existing thirty-three feet (33'), making the total width to be up to forty feet (40') west of the section line. This

additional dedication will be made at such time as the City of San Luis requests it. Further, the Owner, or its successors in interest, shall build one-half of an arterial road adjacent to Parcel C1 and Parcel C2 along the Avenue D alignment to City standards at the time of such a request by the City of San Luis.

- ii. With respect to Section 13, the Owner, on behalf of itself and its successors in interest, will dedicate up to seven feet (7') of additional right of way along the Avenue D alignment. At the present time, the right-of-way width is thirty-three feet (33') west of the section line. The purpose of this dedication would be to add up to seven feet (7') of right-of-way to the existing thirty-three feet (33'), making the total width to be up to forty feet (40') west of the section line. This additional dedication will be made at such time as the City of San Luis requests it. Further, the Owner, or its successors in interest, shall build one-half of an arterial road adjacent to Section 13 of the Avenue D alignment to City standards at the time of such a request by the City of San Luis.

**b. Conditions for Full Width of Avenue D One Hundred Feet (100')**

If at any time, the uses in Section 13, or proposed parcel C1 or proposed parcel C2 are uses *other* than those listed (specifically, the listed uses are warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage), then the City shall require, and the Owner of Section 13 on behalf of itself and its successors in interest commit to dedicating not only the seven feet (7') described in paragraph 3(a)(ii) but an additional twenty feet (20') for a total of sixty feet (60') west of the section line. . Further, the Owner of Section 13, or its successors in interest, shall build its share of an arterial road adjacent to Section 13 on the Avenue D alignment to City standards at the time of such a request by the City of San Luis.

4. Prior to connection to water or wastewater, improvements shall be built to the Public Works Standards of the City of San Luis and all other federal, state, and local regulations then in effect. As a condition of development of proposed parcel C2, such water and wastewater improvements and connections shall be

**MEMORANDUM OF UNDERSTANDING**

**RE: Lot Split Case No. 2022-0509 / ATS Lot Split**

**October 19, 2022, Resolution No. 2234**

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developed in a manner to serve the Property of the Development Agreement of April 27, 2011, passed by City Resolution No. 936.

5. At such time that any lot created by City Lot Split Case Number 2022-0509 is developed, utility extensions and off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of the City. Development of such utility extensions and off-site public improvements shall be a condition of issuing any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.
6. At such time that any lot created by City Lot Split Case Number 2022-0509 is developed, the Public Works Director determines, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, development of such street lighting and the formation of a street lighting improvement district to maintain and pay for said lighting shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.
7. 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 this memorandum of understanding.
8. Any successor in interest to Owner shall be bound by the terms and conditions hereof.
9. Subject to the provisions hereof, upon compliance with the other terms and conditions of Section 7.1 of the Subdivisions Regulations and other appropriate ordinances and regulations of the City, City shall approve City Lot Split Case Number 2022-0509.

MEMORANDUM OF UNDERSTANDING

RE: Lot Split Case No. 2022-0509 / ATS Lot Split

October 19, 2022, Resolution No. 2234

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10. 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.
11. This Agreement, including Exhibit A, hereto constitute the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the property, and this provision has no effect on them.
12. 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 successor in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.
13. In the event of a conflict between the provisions of this Agreement and any other prior agreement between the parties hereto, the conflicting provisions are hereby rescinded and replaced, and this Agreement shall control.
14. 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.
15. 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. This Agreement is subject to the provisions of A.R.S. § 38-511.
16. 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.
17. If any party to this Agreement 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 attorney's fees and court costs.

MEMORANDUM OF UNDERSTANDING

RE: Lot Split Case No. 2022-0509 / ATS Lot Split

October 19, 2022, Resolution No. 2234

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18. 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.

19. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

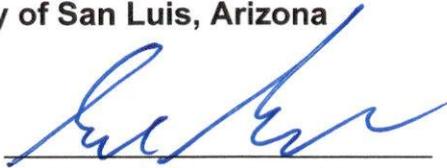
20. Except for mandamus and other special actions, no member, official, or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Owner or successor, or under any obligation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

21. To the extent permitted by law, the Owner hereby certifies (pursuant to A.R.S. §§ 35-393.02 and 35-933) that it is not boycotting the country of Israel's goods or services.

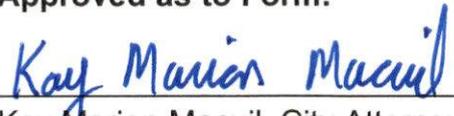
[Intentionally left blank, signature pages follow.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their authorized representatives as of this 27<sup>th</sup> day of October 2022.

**City of San Luis, Arizona**

By:   
Gerardo Sanchez, Mayor

**Approved as to Form:**

  
Kay Marion Macuil, City Attorney

State of Arizona                    )  
  )    **ss**  
County of Yuma                    )

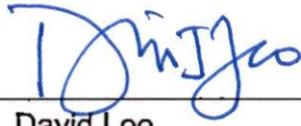
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October 2022, by Gerardo Sanchez authorized representative of the City of San Luis, a municipal corporation of the State of Arizona, on behalf of the City of San Luis, Arizona.

  
Notary Public

My Commission Expires:  
5/10/2026

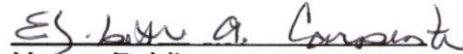


MOY Farming Company, L.L.C.

By:   
David Loo

State of            )  
Arizona            )  
                          ) ss  
County of         )  
Yuma

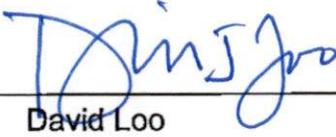
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2022, by David J. Loo authorized representative MOY Farming Company, L.L.C. a limited liability company of the State of Arizona, on behalf of MOY Farming Company, L.L.C.

  
Notary Public

My Commission Expires:  
2-9-2026

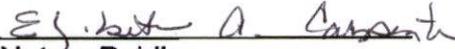


Von Verde Development, L.L.C.

By:   
David Loo

State of            )  
Arizona            )  
                          ) ss  
County of        )  
Yuma

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2022, by David J. Loo authorized representative of Von Verde Development, L.L.C. a limited liability company of the State of Arizona, on behalf of Von Verde Development, L.L.C.

  
Notary Public

My Commission Expires:

2-9-2026



**SAM Group Investment Company**

By:   
David Loo

State of            )  
Arizona            )  
                          ) ss  
County of         )  
Yuma                )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2022, by David J. Loo authorized representative of SAM Group Investment Company of the State of Arizona, on behalf of SAM Group Investment Company

  
Notary Public

My Commission Expires:  
2-9-26



# Exhibit A

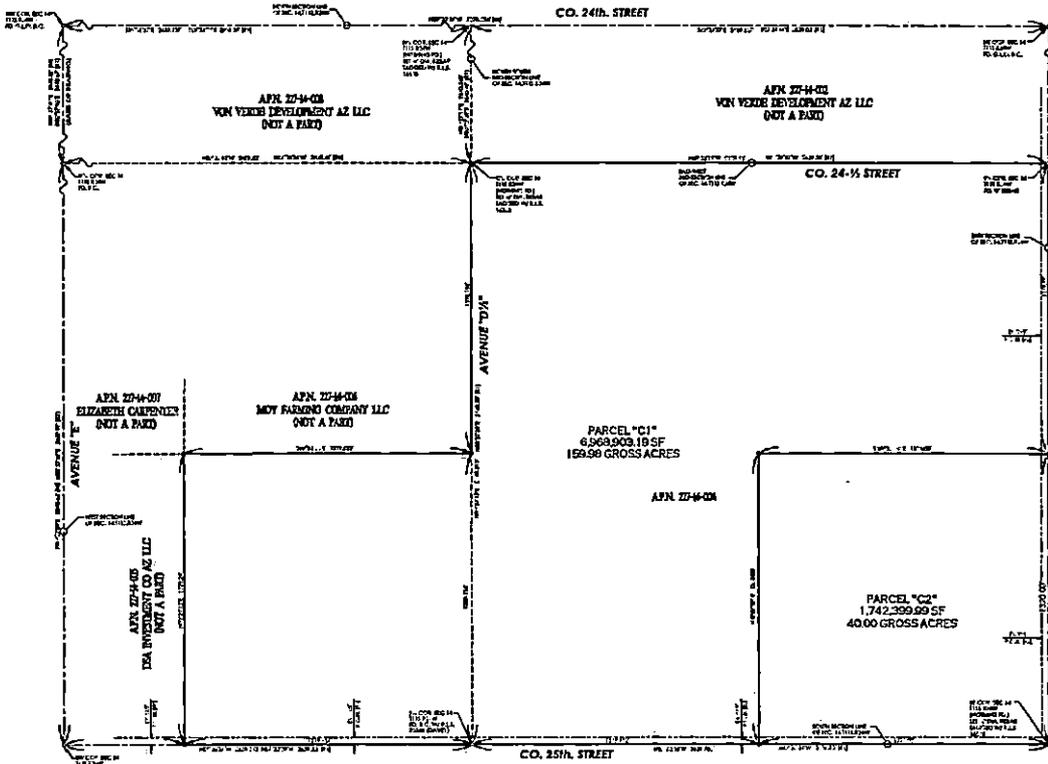
# ATS LOT SPLIT

A Lot Split of Parcel "C" of the East City San Luis Port II - Industrial Park LLC Lot Split - Lot Tie, as recorded in Book 26 of Plats, Pg. 4, in the Yuma County Recorders Office, Yuma County, Az., also being a portion of the S $\frac{1}{2}$  of Section 14, T11S, R24W, G.&S.R.B.&M., Yuma County, Arizona. Creating New Parcels "C1" & "C2"



SCALE: 1"=200'

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_



### LEGAL DESCRIPTIONS

**PARCEL "C1"**  
 ALL THAT PART OF PARCEL "C" OF THE EAST CITY SAN LUIS PORT II - INDUSTRIAL PARK LLC LOT SPLIT - LOT TIE, AS RECORDED IN BOOK 26 OF PLATS, PAGE 4, IN THE YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA, BEING A PORTION OF THE S $\frac{1}{2}$  OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, CONTAINING 4,969,000.19 SF OF LAND, MORE OR LESS, AS SHOWN ON THE ATTACHED SURVEY MAP.

**PARCEL "C2"**  
 ALL THAT PART OF PARCEL "C" OF THE EAST CITY SAN LUIS PORT II - INDUSTRIAL PARK LLC LOT SPLIT - LOT TIE, AS RECORDED IN BOOK 26 OF PLATS, PAGE 4, IN THE YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA, BEING A PORTION OF THE S $\frac{1}{2}$  OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, CONTAINING 1,742,399.99 SF OF LAND, MORE OR LESS, AS SHOWN ON THE ATTACHED SURVEY MAP.

### OWNER OF RECORD:

1. PARCEL "C" - VEGA OVERSEA LLC  
 2. PARCEL "C1" - VEGA OVERSEA LLC  
 3. PARCEL "C2" - VEGA OVERSEA LLC

### LEGEND

--- BOUNDARY OF PARCEL "C"  
 --- BOUNDARY OF PARCEL "C1"  
 --- BOUNDARY OF PARCEL "C2"

### ACKNOWLEDGMENT

I, the undersigned, being a duly licensed and qualified land surveyor in the State of Arizona, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct copy of the original as the same appears in my files and records.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

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### ELABORATED BY:



VEGA OVERSEA LLC  
 2400 S. 24th Street, Suite 100, Yuma, AZ 85405  
 Phone: 928-782-1111  
 Fax: 928-782-1112  
 www.vegaoversea.com

### BASIS OF BEARING

ALL BEARINGS ARE TO THE TRUE MERIDIAN OF THE PLACE AND DATE OF SURVEY, AND ARE BASED UPON THE NATIONAL MAGNETIC DECLINATION FOR THE PLACE AND DATE OF SURVEY, AS DETERMINED BY THE NATIONAL MAGNETIC DECLINATION TABLES PUBLISHED BY THE NATIONAL BUREAU OF SURVEYING, U.S. DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY, WASHINGTON, D.C., 20541.

### LAND SURVEYOR'S CERTIFICATE:

I, the undersigned, being a duly licensed and qualified land surveyor in the State of Arizona, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct copy of the original as the same appears in my files and records.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

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