

Richard Colwell County Recorder, YUMA County AZ



**WHEN RECORDED MAIL TO:**

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

The above area is to be reserved for recording information.

\*\*\*\*\*

**CAPTION HEADING:**

**RE-RECORDING**

**Fee #2023-20706**

For the sole purpose of adding cover sheets reading EXHIBIT 1, EXHIBIT A, and EXHIBIT B.

**AGREEMENT**

Resolution No. 2275

7

Richard Colwell County Recorder, YUMA County AZ



**WHEN RECORDED, MAIL TO:**

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

The above area is to be reserved for recording information

\*\*\*\*\*

**CAPTION HEADING:**

**RE-RECORDING**

Resolution No. 2275

Fee #2023-15827

For the sole purpose of adding the legal descriptions.

**RESOLUTION**

Resolution No. 2275

Adopting a development agreement with Barkley Farms Limited Partnership and Ranch 800, LLC, to allow the widening of Merrill Avenue and other improvements in the Los Oros Subdivision; repealing conflicting provisions; and providing for severability.

**WHEN RECORDED, MAIL TO:**

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

**2023-15827 RESOLUTION**  
07/03/2023 11:05:00 AM Pages: 10 Fees: \$15.00  
Requested By: SAN LUIS CITY CLERK'S OFFICE

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. 2275

Adopting a development agreement with Barkley Farms Limited Partnership and Ranch 800, LLC, to allow the widening of Merrill Avenue and other improvements in the Los Oros Subdivision; repealing conflicting provisions; and providing for severability.



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**No. 2275**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING A DEVELOPMENT AGREEMENT WITH BARKLEY FARMS LIMITED PARTNERSHIP AND RANCH 800, LLC, TO ALLOW WIDENING OF MERRILL AVENUE AND OTHER IMPROVEMENTS IN THE LOS OROS SUBDIVISION; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

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

**Section 1:** The Development Agreement between the City of San Luis, Barkley Farms Limited Partnership, and Ranch 800, LLC (the "Development Agreement"), attached as Exhibit 1 to this Resolution, is incorporated by this reference and made part of this resolution as though set forth in full here.

**Section 2:** The Development Agreement is hereby adopted.

**Section 3:** If a conflict arises between the provisions of this resolution 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.

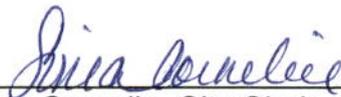
**Section 4:** If any section, subsection, sentence, clause, phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by controlling legislation, such decision or law shall not affect the validity of any remaining portion of this resolution.

[Intentionally left blank, signature page follows]

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, County of Yuma, State of Arizona, this 28<sup>th</sup> day of June 2023.

  
\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**EXHIBIT 1**  
**Development Agreement**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into this 28<sup>th</sup> day of June, 2023, by and between Barkley Farms Limited Partnership, an Arizona limited partnership, and Ranch 800 LLC, an Arizona limited liability company (collectively, "**Owners**"), and the City of San Luis, an Arizona municipal corporation (the "**City**"). This Agreement is entered into pursuant to City Resolution Number 2275.

### RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located within the City; and

B. WHEREAS, Owners own the land described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"); and

C. WHEREAS, the City desires to construct infrastructure improvements on said Property, and Owners desire said improvements to be constructed; and

E. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 2275, a draft of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

#### ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.2. Owners shall mean and refer to Barkley Farms Limited Partnership, an Arizona limited partnership, and Ranch 800 LLC, an Arizona limited liability company.

1.3. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all improvements of any type or kind or any other alteration of the natural terrain to be built by the City, as the case may be, pursuant to the terms of this Agreement, including as described in Section 2.3 below. In addition, Improvements shall refer to the following phases of construction:

### Phase I

Repaving Merrill Avenue 48' wide road with miscellaneous curb, sidewalk ramps, and cross gutter replacement on Merrill Avenue west side and new VC&G and 5' sidewalk on east side from Los Oros to Nancy Street. Sewer Main repairs and storm drain pipe from retention basin to YCWUA Merrill Lateral and existing retention basin regrading. Michael Lateral pipeline removal and Barkley Farm Ditch removal and replacement..

### Phase II

Repaving Merrill Avenue 48' wide road with miscellaneous curb, sidewalk ramps, and cross gutter replacement on Merrill Avenue west side and new VC&G and 5' sidewalk on east side from Nancy Street to County 22<sup>nd</sup> Street. Michael Lateral pipeline R&R. Repair existing sewer manholes. Storm drain pipe from retention basin to Nancy Street. County 22<sup>nd</sup> Street turn lane and Barkley Lateral pipeline extension.

1.4 Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit "A".

## **ARTICLE 2. DEVELOPMENT PLAN**

2.1 Timing of Agreement. City has applied for funding of improvements through a Community Development Block Grant, and the construction of the improvements by City as described in this agreement is conditioned upon the application for funding being approved by the Arizona Department of Housing. Construction of such improvements will not begin until funds from said grant application become available for such use by City. Owner is not obligated to make dedications or construct improvements until or unless the City becomes obligated to construct the improvements described in Section 2.4.

2.2. Duration of Development Agreement. The term of this Agreement shall continue and exist from the effective date of this Agreement until the Improvements described herein are constructed or for three (3) years from the date of execution of this Agreement, whichever first occurs.

2.3. Owners Dedication of Right of Way. In consideration of the construction of the Improvements described in Section 2.3 below, Owners will dedicate to the City, by limited warranty deed, the Property described in Exhibit "A."

Owners will be solely responsible for any improvements on their property that may be needed to irrigate their entire property from the existing Barkley Canal Lateral turnout located about 1/8 mile east of Merrill Avenue. Owners and City agree to coordinate any and all irrigation improvements with road work.

2.4. City Development of Improvements. City will develop Improvements on Merrill Avenue between Los Oros Street and County 22<sup>nd</sup> Street in the City of San Luis. The City agrees to construct Merrill Avenue to its full width as shown on the plans titled "Merrill Avenue

Improvements – County 22<sup>nd</sup> Street to Los Oros Steet” at the expense of the City. City intends to construct Improvements to allow transitions to the existing street sections and a left turn lane on County 22<sup>nd</sup> Street. To do so, the City will work with the YCWUA for the abandonment of the current Michael Canal Lateral pipeline and right of way. The City will also pipeline the Barkley Canal Lateral along County 22<sup>nd</sup> Street as needed for construction of Improvements to the intersection of Merrill Avenue and County 22<sup>nd</sup> Street. The City agrees to make the Improvements as provided for in the following construction phases:

Phase I: Repaving Merrill Avenue 48’ wide road with miscellaneous curb, sidewalk ramps, and cross gutter replacement on Merrill Avenue west side and new VC&G and 5’ sidewalk on east side from Los Oros to Nancy Street. Sewer Main repairs and storm drain pipe from retention basin to YCWUA Merrill Lateral and existing retention basin regrading. Michael Lateral pipeline removal and Barkley Farm Ditch removal and replacement.

Phase II: Repaving Merrill Avenue 48’ wide road with miscellaneous curb, sidewalk ramps, and cross gutter replacement on Merrill Avenue west side and new VC&G and 5’ sidewalk on east side from Nancy Street to County 22<sup>nd</sup> Street. Michael Lateral pipeline R&R. Repair existing sewer manholes. Storm drain pipe from retention basin to Nancy Street. County 22<sup>nd</sup> Street turn lane and Barkley Lateral pipeline extension.

### **ARTICLE 3. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

3.1. Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

3.2. No Personal Liability. No member, official, or employee of the City shall be personally liable to Owners, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to Owners or their successors or assigns, or (c) pursuant to any obligation of the City under the terms of this Agreement.

### **ARTICLE 4. MISCELLANOUS PROVISIONS**

4.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City Manager  
City of San Luis  
P.O. Box 1170  
San Luis, AZ 85349

If to the Owners: Ranch 800, LLC  
Attn: Robert K. Barkley, Manager

1818 S. Letvin Avenue  
Yuma, Arizona 85365

Barkley Farms Limited Partnership  
Attn: Robert K. Barkley, as Manager of Western Arizona  
Development Company, LLC its General Partner  
1818 S. Letvin Avenue  
Yuma, Arizona 85365

With a Copy To:

John S. Garcia, Esq., General Counsel  
Garcia, Kinsey & Villarreal, P.L.C.  
2620 W. 24<sup>th</sup> St.  
Yuma, Arizona 85364

City Attorney  
City of San Luis  
P.O. Box 1170  
San Luis, AZ 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

4.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

4.3. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

4.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. Owners represent and warrant that they are duly formed and validly existing under the laws of the State of Arizona and that they are duly qualified to do business in the State of Arizona and in good standing under applicable state laws. Owners 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. Owners represent to the City that by entering into this Agreement, Owners have bound

the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

4.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties.

4.6. Amendment of the Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

4.7. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

4.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

4.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it, shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and Owners execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

4.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

4.11. Notice of Conveyance or Assignment. Owners shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

4.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

4.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

4.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official, or employee of the City shall be personally liable to Owners, 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 Owners or successor, or under any obligation under the terms of this Agreement.

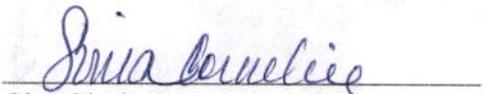
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY:

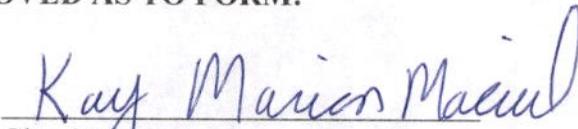
The City of San Luis, an Arizona municipal corporation

By:   
Mayor

ATTEST:

By:   
City Clerk

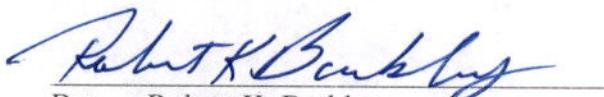
APPROVED AS TO FORM:

By:   
City Attorney

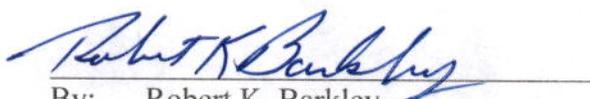
OWNERS:

Barkley Farms Limited Partnership, an Arizona limited partnership

By: Western Arizona Development Company, LLC  
Its: General Partner

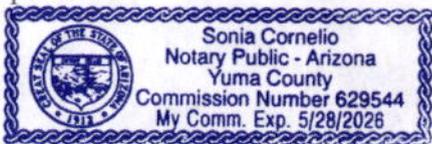
  
By: Robert K. Barkley  
Its: Manager

Ranch 800 LLC, an Arizona limited liability company

  
By: Robert K. Barkley  
Its: Manager

STATE OF ARIZONA )  
 ) ss.  
County of Yuma )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2023, by Neues Bredel, Mayor of the City of San Luis, Arizona, an Arizona municipal corporation.



Sonia Cornelio  
Notary Public

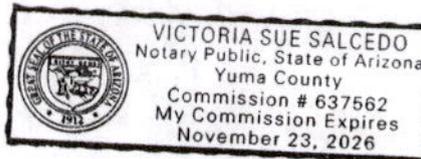
My Commission Expires: 5/28/2026

STATE OF ARIZONA )  
 ) ss.  
County of Yuma )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2023, by Robert K. Barkley, as Manager of Western Arizona Development Company, LLC, the General Partner of Barkley Farms Limited Partnership, an Arizona limited partnership.

VSAH  
Notary Public

My Commission Expires: 11.23.24

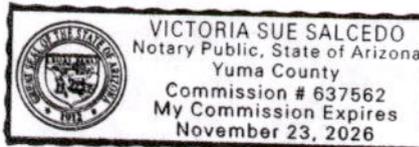


STATE OF ARIZONA )  
 ) ss.  
County of Yuma )

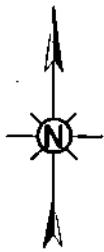
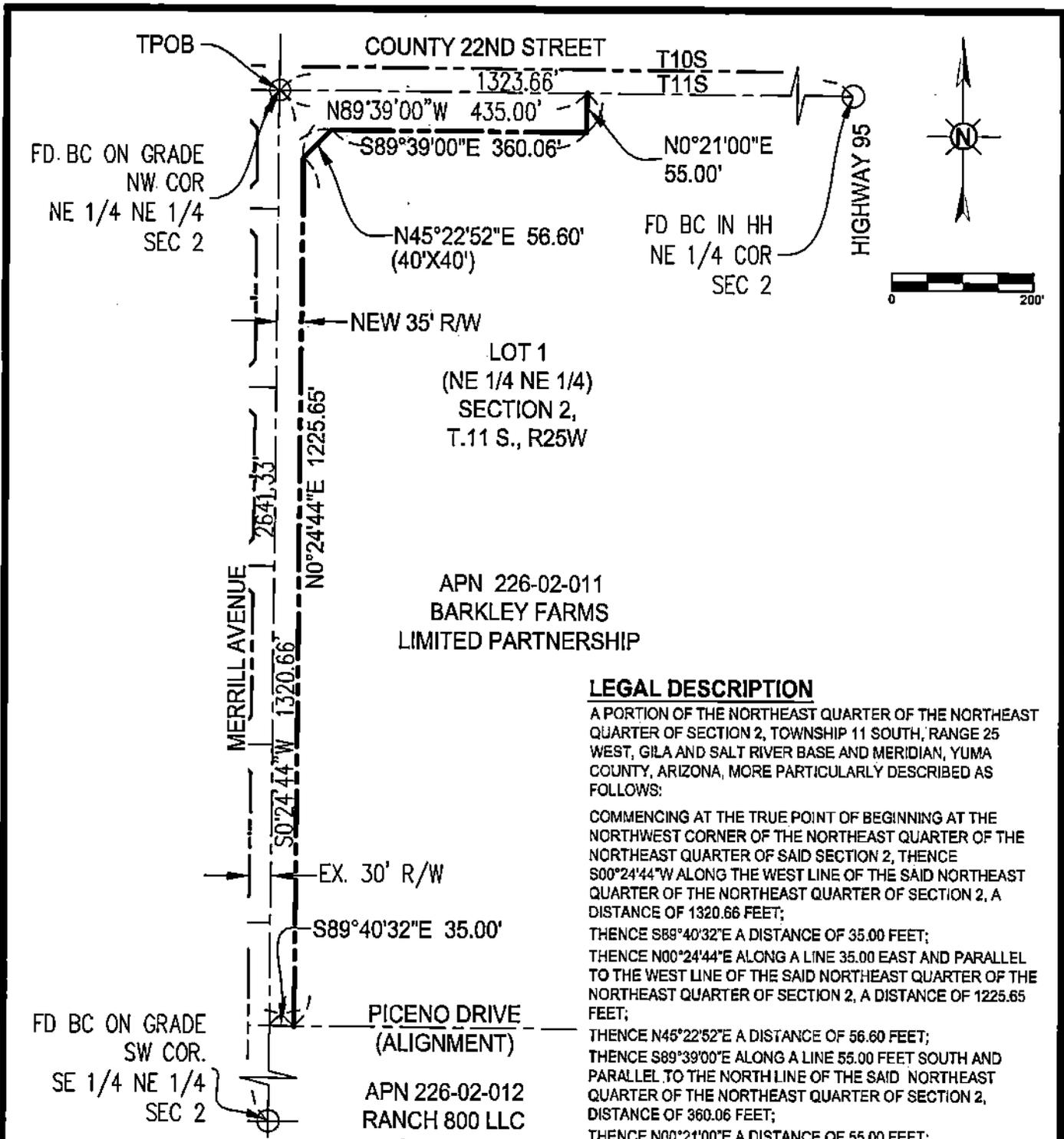
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2023, by Robert K. Barkley, the Manager of Ranch 800 LLC, an Arizona limited liability company.

VSAH  
Notary Public

My Commission Expires: 11.23.24



**EXHIBIT A**  
**Legal Description**



APN 226-02-011  
 BARKLEY FARMS  
 LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 25 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRUE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2, THENCE  $S00^{\circ}24'44''W$  ALONG THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1320.66 FEET;  
 THENCE  $S89^{\circ}40'32''E$  A DISTANCE OF 35.00 FEET;  
 THENCE  $N00^{\circ}24'44''E$  ALONG A LINE 35.00 EAST AND PARALLEL TO THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1225.65 FEET;  
 THENCE  $N45^{\circ}22'52''E$  A DISTANCE OF 56.60 FEET;  
 THENCE  $S89^{\circ}39'00''E$  ALONG A LINE 55.00 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, DISTANCE OF 360.06 FEET;  
 THENCE  $N00^{\circ}21'00''E$  A DISTANCE OF 55.00 FEET;  
 THENCE  $N89^{\circ}39'00''W$  ALONG THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, DISTANCE OF 435.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF APPROXIMATELY 1.58 ACRES, MORE OR LESS.

**LEGEND**

- NEW RIGHT-OF-WAY
- - - - EXISTING RIGHT-OF-WAY
- +—+ CENTERLINE
- (M) MEASURED
- (R) RECORD

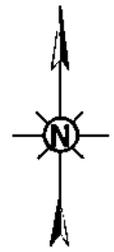
PREPARED BY:  
 JAMES DAVEY AND ASSOCIATES  
 CONSULTING CIVIL ENGINEERS  
 1025 W. 24TH STREET, SUITE 2,  
 YUMA, ARIZONA 85364 (928) 782-7926  
 WWW.JDACMIL.COM

PREPARED FOR:  
 CITY OF SAN LUIS, ARIZONA  
 1090 EAST UNION STREET  
 P.O. BOX 1170  
 SAN LUIS, ARIZONA 85349

**RIGHT-OF-WAY MAP**  
 BARKLEY FARMS LIMITED PARTNERSHIP  
 RIGHT-OF-WAY MAP  
 NE 1/4 NE 1/4  
 SECTION 2, TOWNSHIP 11 S.,  
 RANGE 25 W., G&SRB&M  
 YUMA COUNTY, ARIZONA

Date 08/31/2022  
 Job No. CSL-31  
 Drawn RC  
 Checked JVD

APN 226-02-011  
 BARKLEY FARMS  
 LIMITED PARTNERSHIP  
 NOT A PART



FD BC ON GRADE  
 NW COR  
 NE 1/4 NE 1/4  
 SEC 2

PICENO DRIVE  
 (ALIGNMENT)

S89°40'32"E  
 35.00'

NEW 35' R/W

N0°24'44"E 1320.66'

SE 1/4 NE 1/4  
 SECTION 2,  
 T.11 S., R25W

EX. 30' R/W

APN 226-02-012  
 RANCH 800 LLC

MERRILL AVENUE

264.33'

S0°24'44"W 1235.65'

TPOB

FD BC ON GRADE  
 SW COR.  
 SE 1/4 NE 1/4  
 SEC 2

S44°38'40"E 56.51'  
 (40'X40')

S89°42'04"E  
 334.91'

S0°17'56"W  
 45.00'

FD BC IN HH  
 E 1/4 COR.  
 SEC. 2

HIGHWAY 95

N89°42'04"W 410.00'

LOS OROS STREET

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 25 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT TRUE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE N0°24'44"E ALONG THE WEST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1320.66 FEET;  
 THENCE S89°40'32"E A DISTANCE OF 35.00 FEET;  
 THENCE S00°24'44"W ALONG A LINE 35.00 EAST AND PARALLEL TO THE WEST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1235.65 FEET;  
 THENCE S44°38'40"E A DISTANCE OF 56.61 FEET;  
 THENCE S89°42'04"E ALONG A LINE 45.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, DISTANCE OF 334.91 FEET;  
 THENCE S00°17'56"W A DISTANCE OF 45.00 FEET;  
 THENCE N89°42'04"W ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 410.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF APPROXIMATELY 1.47 ACRES, MORE OR LESS.

**LEGEND**

- NEW RIGHT-OF-WAY
- - - EXISTING RIGHT-OF-WAY
- CENTERLINE
- (M) MEASURED
- (R) RECORD

PREPARED BY:

JAMES DAVEY AND ASSOCIATES  
 CONSULTING CIVIL ENGINEERS  
 1025 W. 24TH STREET, SUITE 2,  
 YUMA, ARIZONA 85364 (928) 782-7928  
 WWW.JDACIVIL.COM

PREPARED FOR:

CITY OF SAN LUIS, ARIZONA  
 1090 EAST UNION STREET  
 P.O. BOX 1170  
 SAN LUIS, ARIZONA 85349

**RIGHT-OF-WAY MAP**

RANCH 800 LLC  
 RIGHT-OF-WAY MAP  
 SE 1/4 NE 1/4  
 SECTION 2, TOWNSHIP 11 S.,  
 RANGE 25 W., G&SRB&M  
 YUMA COUNTY, ARIZONA

Date 08/31/2022  
 Job No. CSL-91  
 Drawn RC  
 Checked JVD

**EXHIBIT B**  
**Resolution No. 2275**



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2275

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING A DEVELOPMENT AGREEMENT WITH BARKLEY FARMS LIMITED PARTNERSHIP AND RANCH 800, LLC, TO ALLOW WIDENING OF MERRILL AVENUE AND OTHER IMPROVEMENTS IN THE LOS OROS SUBDIVISION; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

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**Section 2:** The Development Agreement is hereby adopted.

**Section 3:** If a conflict arises between the provisions of this resolution 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.

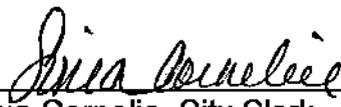
**Section 4:** If any section, subsection, sentence, clause, phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by controlling legislation, such decision or law shall not affect the validity of any remaining portion of this resolution.

[Intentionally left blank, signature page follows]

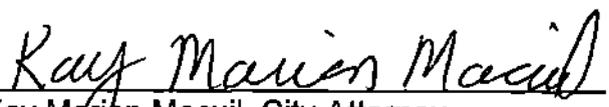
**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, County of Yuma, State of Arizona, this 28<sup>th</sup> day of June 2023.

  
\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney