

Arizona.

33. Individual Nonliability. No City Council member, official, representative, agent, attorney or employee shall be personally liable to any of the other Parties hereto, or to any successor in interest to such Parties, in the event of any default or breach by City or for any amount which may become due to a Party or its successor, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Owner shall be limited solely to the Yuma Mesa Property and the assets of Owner, and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are members or managers of Owner.

34. Proposition 207 Waiver. Owner waives and releases the City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Yuma Mesa Property or any portion thereof, as a result of City's approval or failure to approve this Agreement or any Improvements Lease. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

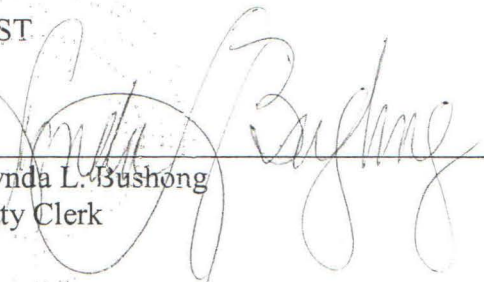
**City of Yuma**

**Yuma Mesa, LLC**

By:   
\_\_\_\_\_  
Gregory K. Wilkinson  
City Administrator


By: Crossroads Prime Commercial, Inc.  
Its: Manager

ATTEST

By:   
\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

By:   
\_\_\_\_\_  
Its: MANAGER

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Steven W. Moore  
City Attorney