

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 #: 2005 - 19802

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AS TO FILING DATA ONLY

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FEES: 6.00 4.00 1.00 .00 .00
REQ BY: CITY OF SAN LUIS
REC BY: PATTY MAGANA

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C A P T I O N H E A D I N G :

Resolution No. 585



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 585

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AMENDMENTS TO THE DEVELOPMENT AGREEMENT OF MARCH 30, 2004 BETWEEN THE CITY OF SAN LUIS, ARIZONA AND COMITE DE BIENESTAR, INC. AND REIDEL CONSTRUCTION, INC.

Whereas, Comite de Bienestar, Inc., an Arizona non-profit corporation, and Riedel Construction, Inc., an Arizona Corporation, ("Developer") entered into a pre-annexation development agreement ("Development Agreement") with the City of San Luis, Arizona ("City") on or about March 30, 2004;

Whereas, the City Council of the City of San Luis has changed its policies regarding the provision of wastewater service to the City of San Luis in a manner that affects the terms and provisions of said Development Agreement requiring amendment; and

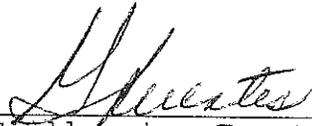
Whereas, the parties to the Development Agreement desire to accordingly amend said agreement;

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

Section 1: That the Amendments to the Development Agreement of March 30, 2004 between the City of San Luis, Arizona and Comite de Bienestar, Inc. and Reidel Construction, Inc., as attached hereto as Exhibits "A" and "B", are hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said Amendments on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 9th day of February, 2005.



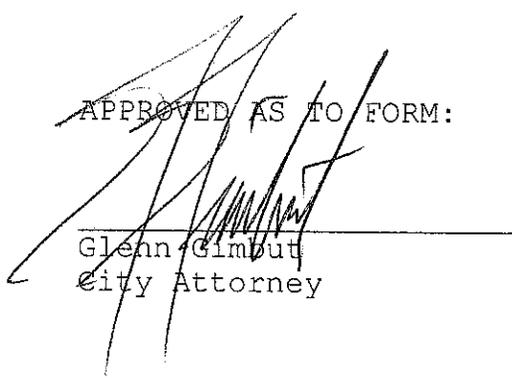
Guillermina Fuentes, Mayor

ATTEST:



Rosalicia Cordova, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

EXHIBIT "A"

Amendment to Development Agreement
Comite de Bienestar, Inc.

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AMENDMENT TO DEVELOPMENT AGREEMENT

This agreement is entered into this 9th day of February, 2005 by and between the City of San Luis, Arizona, a municipal corporation, ("City"), and Comite de Bienstar, Inc., an Arizona nonprofit corporation, ("Developer"). This agreement is an amendment of the preannexation development agreement entered into by the parties on the 30th day of March, 2004, ("Development Agreement"). In consideration of the mutual covenants contained herein the parties agree to amend the Development Agreement as follows:

1. Section 6 of the Development Agreement is hereby amended to strike the second sentence of the second paragraph of subsection A to eliminate the requirement of the construction of the pump station at 10th Avenue and force main to the wastewater treatment plant.
2. Section 6 of the Development Agreement is hereby amended to strike and eliminate subsections B and C in their entirety.
3. Section 9 of the Development Agreement is hereby amended to strike and eliminate subpart c in the first paragraph so as to eliminate the requirement of the construction of the pump station at 10th Avenue and force main to the wastewater treatment plant.
4. Section 9 of the Development Agreement is hereby amended to strike and eliminate the last sentence of second paragraph so as to eliminate the requirement of a contribution to traffic signalization.
5. Section 10 of the Development Agreement is hereby amended to replace the first sentence of the first paragraph with the following words: "Developer agrees to convey to City a parcel of land not to exceed 22,000 square feet for City's use for future water well, water storage, and water treatment purposes." All references in section 10 to a conveyance of 2 1/2 acres shall be changed to reflect a conveyance of a parcel not to exceed 22,000 square feet. In making this change it is further understood that the reference to Developer in the context of the conveyance of said 22,000 square feet refers to Comite de Bienestar, Inc. and not Reidel Construction, Inc. and the obligations regarding the conveyance of 22,000 square feet refer to the property of Comite de Bienestar, Inc. and not the property of Reidel Construction, Inc.
6. The fifth sentence of section 10 of the Development Agreement shall be amended so as to eliminate any requirement of the construction of the pump station at 10th Avenue and force main to the wastewater treatment plant.
7. Except as modified herein, all portions of the Development Agreement shall remain in full force and effect.
8. General Provisions

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A. Time is of Essence; Binding Effect

Time is of the essence of this agreement. Such agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

B. Successor and Assigns

The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.

C. Waiver

If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

D. Governing Law and Venue

(i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

(ii) This agreement is subject to the cancellation provisions of Arizona Revised Statute § 38-511, as amended.

E. Severability

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

F. Counterparts

This agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

G. Attorney Fees and Costs

If either party brings an action or proceeding for failure to observe any of the terms or provisions of this agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses,

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including, but not limited to, witness fees, court costs, and reasonable attorneys fees.

H. Integration

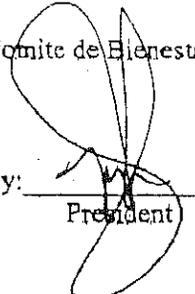
This Agreement, together with the Development Agreement, contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement, or the Development Agreement, is valid or binding. All modifications to this Agreement and/or the Development Agreement must be in writing, signed and endorsed by the parties.

In witness whereof, the parties have executed this agreement on the day and year first above written, and written below.

Comite de Bienestar, Inc.

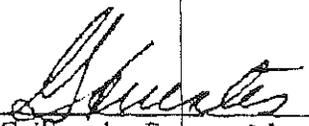
City of San Luis

By:



President

By:



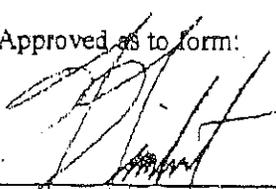
Guillermina Fuentes, Mayor

Attest:



Rosalicia Cordova, City Clerk

Approved as to form:



Glenn Gimbut, City Attorney

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EXHIBIT "B"

Amendment to Development Agreement
Riedel Construction, Inc.

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1. Section 6 of the Development Agreement is hereby amended to strike the second sentence of the second paragraph of subsection A to eliminate the requirement of the construction of the pump station at 10th Avenue and force main to the wastewater treatment plant.
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3. Section 9 of the Development Agreement is hereby amended to strike and eliminate subpart c in the first paragraph so as to eliminate the requirement of the construction of the pump station at 10th Avenue and force main to the wastewater treatment plant.
4. Section 9 of the Development Agreement is hereby amended to strike and eliminate the last sentence of second paragraph so as to eliminate the requirement of a contribution to traffic signalization.
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6. The fifth sentence of section 10 of the Development Agreement shall be amended so as to eliminate any requirement of the construction of the pump station at 10th Avenue and force main to the wastewater treatment plant.
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C. Waiver

If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

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If either party brings an action or proceeding for failure to observe any of the terms or provisions of this agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorneys fees.

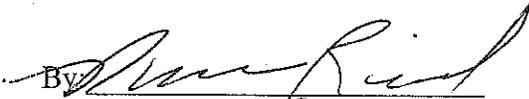
H. Integration

This Agreement, together with the Development Agreement, contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement, or the Development Agreement, is valid or binding. All modifications to this Agreement and/or the Development Agreement must be in writing, signed and endorsed by the parties.

In witness whereof, the parties have executed this agreement on the day and year first above written.

Riedel Construction, Inc.

City of San Luis

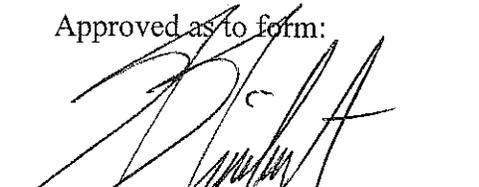
By: 
President

By: 
Guillermina Fuentes, Mayor

Attest:


Rosalicia Cordova, City Clerk

Approved as to form:


Glenn Gimbut, City Attorney

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