

CYNTHIA SALCIDO
P.O. BOX "S"
SAN LUIS, ARIZONA 85349

State of Arizona
County of Yuma SS 28827
I hereby certify that the within instrument
was filed and recorded at the request of
City of San Luis
1995 DEC 18 A 8:16

Docket 2066
Page 412

Witness my hand and official seal the day
and year aforesaid.

SUSAN MARLER

Susan Marler
County Recorder
Deputy Recorder

ORDINANCE 129

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT
WITH THE COMITE DE BIENESTAR, AN ARIZONA NON-PROFIT
CORPORATION.

3.00
4.00
Emw.

MICROFILMED
INDEXED

WHEREAS, the City of San Luis has negotiated a Development Agreement with the Comite de Bienestar, attached as Exhibit A, and pursuant to the Arizona Revised Statutes must authorize the same by Ordinance,

NOW, THEREFORE, BE IT ORDAINED BY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AS FOLLOWS:

The Development Agreement attached hereto as Exhibit A authorized pursuant to Arizona Revised Statutes Sec. 9-500.05, is hereby approved by the City of San Luis, Arizona, and further the Council authorizes its Mayor and other Officials to execute the Development Agreement and carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 22nd day of Nov., 1995.

Miguel A. Lopez
Miguel A. Lopez, Mayor

ATTEST:

Victor Stevens
Victor Stevens, City Mgr.

APPROVED AS TO FORM:

Robert C. Clarke
Robert C. Clarke, Attny.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL NO. 1:

Tract 1, State Plat No. 17, according to Plat recorded in Book 11 of Plats, pages 86, 87 and 88, records of Yuma County, Arizona;

EXCEPT all oil, gas and other hydrocarbon substances, helium or other minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

~~PARCEL NO. 2:~~

Tract 2, State Plat No. 17, according to Plat recorded in Book 11 of Plats, pages 86, 87 and 88, records of Yuma County, Arizona;

EXCEPT all oil, gas and other hydrocarbon substances, helium or other minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

PARCEL NO. 3:

Tracts 6 and 7, State Plat No. 17, according to Plat recorded in Book 11 of Plats, pages 86, 87 and 88, records of Yuma County, Arizona;

EXCEPT all oil, gas and other hydrocarbon substances, helium or other minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

DEVELOPMENT AGREEMENT

This Agreement made and entered pursuant to Arizona Revised Statutes on the 22nd day of Nov. 1995, by and between Comite de Bienestar, an Arizona Non-Profit Corporation, hereinafter referred to as "Developer", and the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter referred to as the "City".

RECITALS

1. Developer is the owner of certain real property which is located within the City of San Luis, Arizona, more particularly described on Exhibit "A" attached hereto (the "Property"), of a tentatively platted subdivision known as Bienestar Estates four and five.

2. Developer is desirous of developing residential lots on the property.

3. The City is desirous of obtaining the prompt payment of certain fees incident to the providing of municipal services to the subdivision referred to above, which will be water service, sewer service, garbage collection, police protection and fire protection.

4. Developer and the City have determined that the subdivision is a development for which a development agreement is appropriate. This Agreement will eliminate uncertainty in planning, provide for orderly development of the Property, provide for installation of necessary improvements and payment of fees, and assist in attaining the most effective utilization of resources within the City at the least economic cost to its citizens.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto the parties hereby agree as follows:

1. DEVELOPMENT AGREEMENT

This Agreement is a "Development Agreement" within the meaning of Arizona Revised Statutes.

2. TERM

This Agreement shall commence upon the date of its execution, and shall not terminate until such time as the obligations provided for are fully complied with, or this Agreement is terminated, but in no event shall this Agreement extend beyond one and one half (1½) years from the date of execution.

3. PERMITTED USE OF PROPERTY

The property may be used for any uses permitted in the City's Zoning Ordinance which is applicable to the Property.

The development and use of the Property shall be subject to all other applicable City, State or Federal rules, laws or regulations.

4. CONDITIONS, TERMS AND REQUIREMENTS
FOR PUBLIC INFRASTRUCTURE

A. Developer shall pay One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) in cash, payable upon execution of this agreement, as the cost of all City development fees, except building permit fees, impact fees chargeable against the lots, and water and sewer hookup fees.

B. The Developer shall install all utilities, including telephone lines, sewer lines, water lines, electrical and all other service lines underground. The Developer shall install conduit for future underground installation of cable television lines for the subdivision. The Developer shall also install street lighting and retention basin lights within the subdivision according to APS design approved by the City. The Developer shall also install street identification signs, stop signs and other traffic signs.

C. The Developer shall provide to all retention basins within the subdivision, landscaping, grass seeding, and appropriate irrigation systems. The Developer shall provide a plan for said improvements to be approved by the City.

D. The Developer shall acquire appropriate rights of way from the State of Arizona or other entities to access the subdivision from G Street, on 4th Street, 5th Street, 6th Street and 8th Street.

E. The Developer shall relocate the power line from it's existing location to the right of way along 8th Street South and Westerly along "G" Street.

F. The Developer shall grant and convey two lots free and clear of all encumbrances to the City for the purpose of providing water storage facility and a well. The location of said lots will be in the South East Corner of Bienestar Estates #5, lot numbers 1536 & 1537.

G. The Developer will receive assurances that the City shall grant permits and approvals required for development of the Project in accordance with procedures provided by law and in this Agreement, and that the Developer may proceed with the Project in accordance with the existing ordinances, rules, regulations and official policies and regulations of the City except as otherwise provided in this Agreement.

5. ASSIGNABILITY OF DEVELOPER'S INTEREST

Developer may not assign its rights and obligations under this Development Agreement to any entity except upon approval by City.

6. SPECIAL PERFORMANCE GUARANTEES

Developer shall provide the City with a performance bond and/or irrevocable letters of credit, whichever is chosen by the Developer, in a form and an amount approved by the City, drawn on a mutually acceptable surety or financial institution in an amount to fully cover and assume the cost of the improvements provided for in this agreement.

7. NOTIFICATIONS

All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City: City Manager
 P.O. Box "S"
 San Luis, AZ 85349-9428

To Developer: Marco Antonio Reyes
 Comite de Bienestar
 P.O. Box 2844
 San Luis, AZ 85349

Notice of address may be changed by either party by giving notice to the other party in writing of a change of address. Such change shall be deemed to have been effectively noticed five (5) days after being mailed by the party changing its address, but only if mailed, postage prepaid, by registered or certified mail, return receipt requested.

8. WAIVER

The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any of the rights or remedies provided by the Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement, unless such waiver is in writing signed by the party to be charged.

9. GOVERNING LAW

This Agreement shall be interpreted in accordance with the substantive law of the State of Arizona. Any dispute under this Agreement shall be adjudicated by the appropriate Arizona State Court sitting in Yuma County.

10. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

11. DEFAULT

A. If either party fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations under this Agreement (the "Defaulting Party"), the non-Defaulting Party shall give the Defaulting Party written notice of such failure or default. The Defaulting Party shall have thirty (30) days from the receipt of such notice to cure such failure or default.

B. In any case where a cure has not been completed within sixty (60) days after a Defaulting Party's receipt of such notice, the non-Defaulting Party shall have the right to demand the posting of a performance bond as security for the completion of such cure and the Defaulting Party shall post such bond within twenty (20) days of its receipt of such demand.

C. If the Defaulting Party fails to cure the failure or default within the time limits provided above, the non-Defaulting Party shall have the right to terminate this Agreement as well as any other rights or remedies provided by law.

12. COSTS AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including but not limited to witness fees, court costs and reasonable attorneys' fees.

13. AUTHORITY OF DEVELOPER

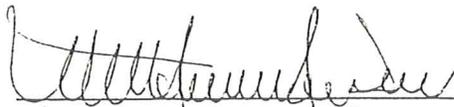
Developer specifically warrants and represents that Developer has the capacity to enter into this Agreement, and has or will provide the City the appropriate verifying documentation.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement or specifically referred to in this Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

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

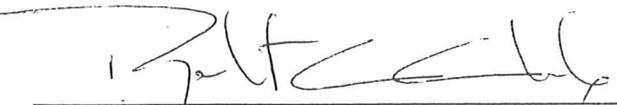
"City"
CITY OF SAN LUIS, ARIZONA
a municipal corporation

By 
Miguel A. Lopez, Mayor

ATTEST:


Victor Stevens, City Manager

APPROVED AS TO FORM:


Robert G. Clarke, City Attorney

"Developer"
COMITE DE BIENESTAR,
a non-profit Corp.
of Arizona

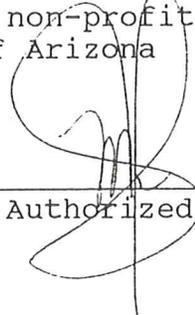
By: 
Its Authorized Agent

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