

WHEN RECORDED MAIL TO:

CYNTHIA SALCIDO
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

OFFICIAL RECORDS OF
YUMA COUNTY RECORDER
SUSAN MARLER



FEE #: 2002 - 20780

07/18/2002 12:45 PAGES: 0002
FEES: 3.00 8.00 .00 .00 .00
REQ BY: CITY OF SAN LUIS
REG BY: NORMA VASQUEZ

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance No. 187

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING ORDINANCE 174, AS AMENDED, BY AMENDING SECTION FOUR Extension of Water and Sewer Service.

Be it ordained by the Mayor and Common Council of the City of San Luis, Arizona as follows:

Section One: That the City of San Luis and Riedel Construction, L.L.C. entered into a Development Agreement on the 22nd day of August, 2001, for Las Quintas Subdivision Phases I and II; and

Section Two: That the parties are now desirous of amending said Agreement by addition of the following.

NOW, THEREFORE, the parties agree as follows:

That SECTION FOUR is hereby amended by addition, after Extension of Water and Sewer Service, of the following:

Installations to be Provided by Developer

Developer, or its successors in interest, shall commit to the construction of a sewer re-design and street repair as presented in Attachment "A" and further referred to "Sewer Stubout".

Developer agrees that the construction of this project will be completed within twenty-four (24) months of the date of this agreement, and developer shall purchase a certificate of deposit for the amount of \$14,377 as an assurance of completion of construction, listing the City as an additional signatory and owner. Developer shall retain any interest the certificate of deposit accrues, but is responsible for any early withdrawal fees that may be incurred and all other fees associated with the purchase of the certificate of deposit.

When, at such time the Developer shall complete the "Sewer Stubout" construction before the twenty-four (24) month time limit expires and the City Engineer and/or Public Works Director has accepted the work, the City agrees to release the funds in the certificate of deposit to Riedel Construction. If the "Sewer Stubout" is not constructed prior to the twenty-four (24) month time limit, the Developer shall at the expiration of the twenty-four (24) month period release the funds to the City so that the City can complete the construction, and the Developer agrees to pay any and all costs associated with the advertisement and awarding of the bids for this project. If the actual

construction costs of the project exceed \$14, 377, Developer agrees to pay to the City the any and all reasonable additional construction costs. Developer also recognizes that it must bear the entire costs of relocating any above or below ground utilities that would prevent the proper construction of the "Sewer Stubout", including but not limited to the repair of any aboveground street improvements to their original condition.

Furthermore, Developer agrees to pay reasonable attorney's fees associated with the creation and enforcement of this Amendment up to but not to exceed five hundred (500) dollars.

3. All other terms and conditions of the Development Agreement not otherwise amended herein are specifically reaffirmed in their entirety.

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

CITY OF SAN LUIS

By *Alex Joe Harper*
Alex Joe Harper, Mayor

ATTEST: *[Signature]*
Alex Ruiz, City Manager

APPROVED AS TO FORM:
[Signature]
Gerald W. Hunt, City Attorney

Riedel Construction, L.L.C.

By *[Signature]*
President, Manager *W&R*

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing acknowledged before me this 12th day of June, 2002 by Alex Joe Harper, Mayor, City of San Luis and by Alex Ruiz, City Manager, City of San Luis.

My Commission Expires: 11-14-05

Cynthia Salcido
Notary Public



STATE of ARIZONA COUNTY of YUMA
Signed before me this 12th day
of June 2002
Cynthia Salcido
Cynthia Salcido - Notary Public
My Commission Expires November 14, 2005