

When Recorded Return to:
 City Clerk
 City of Glendale
 5850 West Glendale Ave.
 Glendale, AZ 85301

AMENDMENT TO DEVELOPMENT AGREEMENT C19-0175

This Development Agreement ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and RRB Beverage Operations, Inc., ("Project Applicant").

RECITALS

WHEREAS, Project Applicant plans to expand increasing the building square footage (as contemplated in the original development agreement) of certain real property generally located at 10501 N. Reems Road, Waddell, AZ 85355 within Glendale's boundaries, as more fully described in the legal description and map attached to this Agreement as Exhibit "A" of the original agreement; and

WHEREAS, this Agreement is entered into for public purposes and is in the public interest of the residents of the City; and

WHEREAS, the public benefits anticipated to accrue to the City from the development contemplated in this Agreement are substantial relative to any economic incentives granted to Project Applicant pursuant to this Agreement; and

WHEREAS, the City is willing to participate in the Project on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the City and Project Applicant agree as follows:

AGREEMENT

1. **Scope of the Project.** The Project consists of approximately 470,000 ± square feet of new construction, expanding the original building footprint so that the total size of the facility is now approximately 1,170,000 square feet.
2. **Expiration.** The original agreement expires three years after the effective date, and this amendment extends the expiration date three years from the original expiration date, so that the new expiration date is February 26, 2025.
3. **Fee Waiver.** This amendment will increase the maximum permit, planning, inspection and plan review fee waiver by Two Hundred Fifty Thousand Dollars (\$250,000), so that the total fee waivers are now not to exceed One Million Dollars (\$1,000,000).
4. **Public Infrastructure.** The Peoria Avenue half street improvements are located within the City of Glendale city limits. All the Peoria Avenue half street improvements listed in Exhibit B of the Agreement are therefore DIF eligible Public Infrastructure, and anything to the contrary in the Agreement and its exhibits is therefore deleted.
5. **Notices and Filings.** Any and all notices, filings, approvals, consents, or other communications required or permitted by this Agreement shall be given in writing and will be deemed to have been duly delivered upon personal delivery or upon delivery of the first attempted delivery if by United States certified mail, postage

prepaid, return receipt requested or a nationally recognized overnight courier service (i.e. FedEx, UPS, etc.) addressed as follows:

The City: City of Glendale
ATTN: City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301

With a copy to: City of Glendale
ATTN: City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301

Project Applicant: RRB Beverage Operations, Inc.
10501 N. Reems Road
Waddell, AZ 85355

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 will be deemed to be effective upon delivery as set forth above.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set forth their respective entity names effective as of the day and date first written above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Project Applicant



By: Jesse Krens
Its: CEO

[NOTARY SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set forth their respective entity names effective as of the day first written above.

Project Applicant: RRB Beverage Operations, Inc.

By: J. KENG 



STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss

The foregoing instrument was acknowledged before me this 9TH day of DECEMBER, 2021, by of _____, on behalf of said Company.


Notary Public

My Commission Expires:

9/30/2024