

2020-07256 ORDER
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Requested By: SAN LUIS CITY CLERK
Recorded By: mlopez
Robyn Stallworth Poudre County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, ARIZONA
ATTN: CITY CLERK**



The above area is to be reserved for recording information

CAPTION HEADING:

Order No. 2020-3

Approving and adopting a development agreement with Comite de Bienestar, Inc to purchase 20 acres of land for use as a city park

RECEIVED

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CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2020-3

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH COMITE DE BIEN ESTAR, INC. TO PURCHASE 20 ACRES OF LAND FOR USE AS A CITY PARK.

BE IT SO ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1. It is deemed in the best interest of City of San Luis and its residents that the city enter into a Development Agreement with the Comite de Bien Estar, Inc. for the purchase of 20 acres of land for use as a city park.

Section 2. A true copy of the Development Agreement is incorporated herein as though set forth again in full.

Section 3. The Mayor is authorized and directed to execute said Development Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Order.

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Development Agreement to the Comite de Bien Estar, Inc. and to maintain a fully executed Development Agreement in the official files of the City Clerk.


PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 26th day of February 2020.


Gerardo Sanchez, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

DEVELOPMENT AGREEMENT

26th THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this day of February 2020, by and between Comite de Bien Estar, Inc., an Arizona non-profit corporation, (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Order Number 2020-3.

The Developer and the City may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Developer has an option to purchase land that is described on Exhibit A, attached hereto, and desires to exercise the said option; and

C. WHEREAS, the City desires to purchase a portion of said Property (the portion is described on Exhibit B) from Developer for the purpose of establishing a municipal park (hereinafter "Park"); and

D. WHEREAS, the Parties hereto desire to enter into an agreement to provide for the development of the property being retained by the Developer (hereinafter "Developer Property") after the sale to City; and

E. WHEREAS, the Parties will be simultaneously entering into escrow instructions for the purchase of property, said instructions constituting a separate and distinct agreement; and

F. WHEREAS, Developer and City desire to see the ultimate development of the properties of both Developer and City to be such as to be beneficial to both, with the understanding that the project will have a significant and positive impact upon the City and its residents; and

G. WHEREAS, the City's governing body has authorized the execution of this Agreement by Order Number 2020-3.

NOW, THEREFORE, the Parties agree as follows:

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AGREEMENT

ARTICLE 1: DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

- 1.01. Agreement shall mean this agreement.
- 1.02. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.
- 1.03. Developer shall mean and refer to the Comite de Bien Estar, Inc., an Arizona nonprofit corporation.
- 1.04. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Developer or the City, as the case may be, pursuant to the terms of this Agreement.
- 1.05. Park shall refer to the municipal park property, which is described on Exhibit B, a portion that is approximately 20 acres in size.
- 1.06. Party may refer to the City and the Developer singularly. Parties may refer to the City and the Developer collectively.
- 1.07. Property, as used in this Agreement, shall mean and refer to all of the real property, which is legally described in Exhibit A, a property that is approximately 40 acres in size.

2. RETENTION BASIN

- 2.01. Retention Basin. The Developer intends to develop a single-family residential subdivision on the portion of the Property that it will retain after selling the portion described on Exhibit B to the City. As part of the Subdivision Regulations and Public Works Standards of the City, the Developer will be required to develop a retention basin. The retention basin must meet all City standards for a retention basin for a residential subdivision and will be developed at the cost of Developer. The Parties intend for the retention basin to be built on the area of the Park (described in Exhibit B). It will be designed and graded in such a manner as to

be acceptable to the Parks and Recreation Director of the City. At the present time, it is anticipated that the retention basin will run along the south end of the property of the Park (as the property of the Park is described on Exhibit B). It will be connected to an appropriate water service with a meter. The Developer may use the area of the retention basin as “open space” in the meaning of the open space requirements of the City for the residential subdivision the Developer is building on the Developer Property.

- 2.02. Cost of Acquisition. The City will be purchasing the property (the Park) described on Exhibit B from Developer at the cost Developer paid to acquire it, plus the City’s share of escrow fees and closing costs.
- 2.03. Manager’s Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Developer and/or the development of the Property, and/or development of the municipal park (the Park), and hereby authorizes and empowers the City Manager to consent to any and all requests of the Developer as well as taking such actions as may be needed or necessary to close escrow and acquire the property (the Park) described on Exhibit B requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law.

ARTICLE 3. ROADWAYS AND EASEMENTS

3.01. County 24th Street. The City will be responsible for developing, to City standards, the south one-half of 24th street as said street fronts the Park, Exhibit B.

3.02. 19th and 20th Avenues. The City will be responsible for developing, to City standards, the east half of 19th Avenue as 19th Avenue adjoins the land described in Exhibit B and the west half of 20th Avenue as 20th Avenue adjoins the land described in Exhibit B.

3.03. Other Streets. All other streets and Improvements needed for the development of Developer Property, the proposed subdivision anticipated to be named Bienestar Estates 11, shall be the responsibility of the Developer.

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preceding or succeeding breach of the same or of any other provision of this Agreement.

- 5.03. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
- 5.04. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest in it to the terms of the Agreement.
- 5.05. Entire Agreement. With the sole exception of the Escrow Instructions, this Agreement, including the following exhibits which are incorporated into this Agreement by this reference, constitutes the entire agreement between the Parties.
- 5.06. Amendment of the Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.
- 5.07. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 5.08. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the Parties hereby waive any right to object to such venue.
- 5.09. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Developer execute such

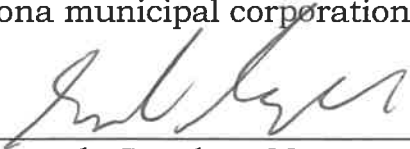
agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

- 5.10. Attorneys' Fees and Costs. If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.
- 5.11. Notice of Conveyance or Assignment. The Developer shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.
- 5.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party to this Agreement shall have any right or cause of action under this Agreement.
- 5.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.
- 5.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement.
- 5.15. Employment Eligibility. Under A.R.S. § 41-4401:
 1. The Developer warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of the Agreement.
 3. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 above.
- 5.16. Boycott. The Developer certifies, to the extent permitted by law, that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

[Intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.


THE CITY, THE CITY OF SAN LUIS,
an Arizona municipal corporation

By: 
Gerardo Sanchez, Mayor


ATTEST:

By: 
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

By: 
Kay Marion Macuil, City Attorney

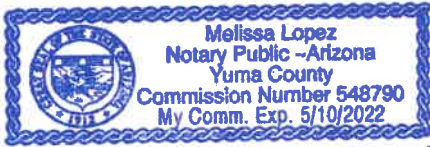
THE DEVELOPER, Comite De Bien Estar, Inc.,
an Arizona nonprofit corporation

By: 
Marco Antonio Reyes, Executive Director

[Intentionally left blank, notarized acknowledgments follow next page]

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 27th day of February, 2020, by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.

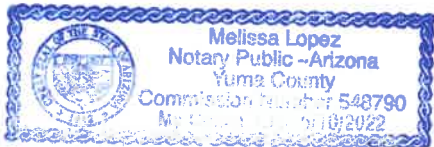


Melissa Lopez
Notary Public

My Commission Expires: 5/10/2022

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 27th day of February, 2020 by Tony Reyes, Sr., Executive Director, on behalf of Comite de Bien Estar Inc., an Arizona non-profit corporation.



Melissa Lopez
Notary Public

My Commission Expires: 5/10/2022

Exhibit A

PARCEL "A"

A PORTION OF THE NW¼ OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF CO. 24th STREET AND AVENUE E½, BEING THE N¼ CORNER OF SAID SECTION 15, BEING THIS POINT **THE TRUE POINT OF BEGINNING;**

THENCE S00°03'04"E A DISTANCE OF 1320.06' TO A POINT;

THENCE N89°59'39"W A DISTANCE OF 1292.92' TO A POINT;

THENCE N00°01'13"E A DISTANCE OF 1319.70' TO A POINT,

THENCE N89°59'23"E A DISTANCE OF 1291.28' TO A POINT;

THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTH 50.00', THE EAST 40.00' AND THE NORTHEAST 80' X 80' SIGHT VISIBILITY TRIANGLE RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 39.15 ACRES (1,705,416.67 SF) MORE OR LESS. (GROSS)

CONTAINING 36.43 ACRES (1,586,848.86 SF) MORE OR LESS. (NET)

Exhibit B

PARCEL "A1"

A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G. &S.R.B. &M. YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AVENUE E½ AND Co. 24TH STREET, BEING ALSO THIS POINT THE N¼ CORNER OF SAID SECTION 15, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°03'04"E A DISTANCE OF 687.50', TO A POINT;

THENCE S89°59'23"W A DISTANCE OF 164.73' TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N00°08'46"W;

THENCE ALONG SAID CURVE TO THE RIGHT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 59.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF S17°00'04"W TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S17°00'04"W;

THENCE ALONG SAID CURVE TO THE LEFT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 59.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF N00°08'46"W TO A POINT;

THENCE S89°59'23"W A DISTANCE OF 1009.42' TO A POINT;

THENCE N00°01'13" E A DISTANCE OF 670.00' A POINT;

THENCE N89°59'23" E A DISTANCE OF 1291.28' TO THE **TRUE POINT OF BEGINNING**;

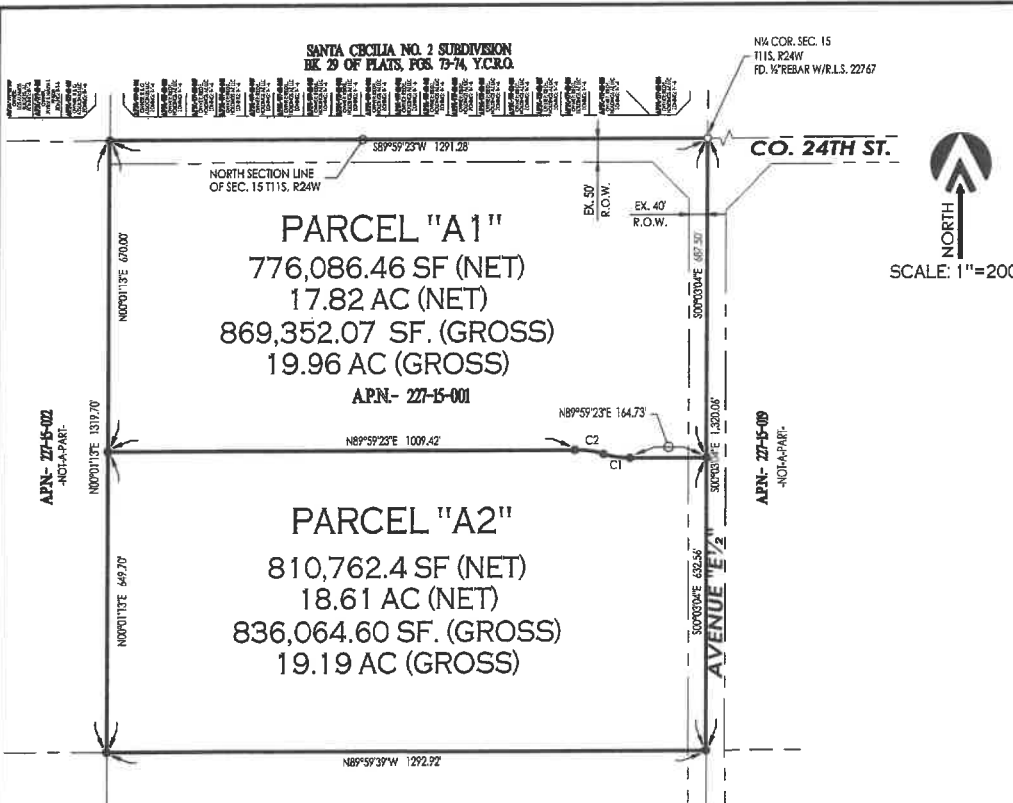
EXCEPT THE NORTH 50.00', THE EAST 40.00' AND THE NORTHEAST 80' X 80' SIGHT VISIBILITY TRIANGLE RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 869,352.07 SF. (19.96 AC.) MORE OR LESS. (GROSS)

SANTA CECILIA NO. 2 SUBDIVISION
 BK. 29 OF PLATS, PGS. 73-74, Y.C.R.O.

N¼ COR. SEC. 15
 T11S, R24W
 FD. ¼ REBAR W/RLS. 22767



PARCEL "A1"
 776,086.46 SF (NET)
 17.82 AC (NET)
 869,352.07 SF. (GROSS)
 19.96 AC (GROSS)
 APN- 227-5-001

PARCEL "A2"
 810,762.4 SF (NET)
 18.61 AC (NET)
 836,064.60 SF. (GROSS)
 19.19 AC (GROSS)

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	17°08'49"	N81°34'21"W	59.63	30.15	200.00'	52.36'
C2	17°08'49"	N81°34'21"W	59.63	30.15	200.00'	52.36'

LEGAL DESCRIPTION

PARCEL "A1"
 A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G. & S.R.B. & M. YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AVENUE E16 AND Co. 24TH STREET, BEING ALSO THIS POINT THE N¼ CORNER OF SAID SECTION 15, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING:

THENCE S00°03'04"E A DISTANCE OF 687.50', TO A POINT;
 THENCE S89°59'23"W A DISTANCE OF 164.73' TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N00°08'46"W;
 THENCE ALONG SAID CURVE TO THE RIGHT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF S17°00'04"W TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S17°00'04"W;
 THENCE ALONG SAID CURVE TO THE LEFT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF N00°08'46"W TO A POINT;
 THENCE S89°59'23"W A DISTANCE OF 1009.42' TO A POINT;
 THENCE N00°01'13" E A DISTANCE OF 670.00' TO THE TRUE POINT OF BEGINNING;
 THENCE N89°59'23" E A DISTANCE OF 1291.28' TO THE TRUE POINT OF BEGINNING;
 EXCEPT THE NORTH 50.00', THE EAST 40.00' AND THE NORTHEAST 80' X 80' SIGHT VISIBILITY TRIANGLE RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 849,352.07 SF. (19.96 AC.) MORE OR LESS. (GROSS)
PARCEL "A2"
 A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G. & S.R.B. & M. YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AVENUE E16 AND Co. 24TH STREET, BEING ALSO THIS POINT THE N¼ CORNER OF SAID SECTION 15;

THENCE S00°03'04"E A DISTANCE OF 687.50', TO A POINT, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE S00°03'04"E A DISTANCE OF 632.56', TO A POINT;
 THENCE N89°59'39"W A DISTANCE OF 1292.92' TO A POINT;
 THENCE N00°01'13" E A DISTANCE OF 649.70' TO A POINT;
 THENCE N89°59'23" E A DISTANCE OF 1009.42' TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S0°08'46"E;
 THENCE ALONG SAID CURVE TO THE LEFT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF N17°00'04"E TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N17°00'04"E;
 THENCE ALONG SAID CURVE TO THE RIGHT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF S0°08'46"E TO A POINT;
 THENCE N89°59'23"E A DISTANCE OF 164.73' TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

EXCEPT THE EAST 40.00' RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 836,064.60 SF. (19.19 AC.) MORE OR LESS. (GROSS)



EXHIBIT "A"
BIENESTAR ESTATES II

3 SHEET
 EX-A