



Resolution

NO. 2269

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE FIRST AMENDMENT TO LOS MEZQUITES DEVELOPMENT AGREEMENT AS APPROVED BY RESOLUTION NO. 2204; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on December 21, 2021, the City of San Luis passed Resolution No. 2204 approving a development agreement with Riedel Holdings, L.L.C. for Los Mezquites Subdivision project located in San Luis, Arizona; and

WHEREAS, Resolution No. 2204 was recorded on December 22, 2021, as Fee Number 2021-47097 total of pages 13 in the official records of the Yuma County Recorder; and

WHEREAS, the parties desire to amend such 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 First Amendment to Los Mezquites Development Agreement attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of June 2023.

APPROVED:

Luis E. Cabrera, Vice-Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

FIRST AMENDMENT TO LOS MEZQUITES DEVELOPMENT AGREEMENT OF DECEMBER 21, 2021

This First Amendment to the Los Mezquites Development Agreement (this "**First Amendment**") is made the ___ day of _____ 2023, by and between the City of San Luis, Arizona, an Arizona municipal corporation ("**City**"), and Riedel Holdings L.L.C., an Arizona limited liability company, "**Owner**".

RECITALS

- A. WHEREAS, on or about December 21, 2021, **City** and **Owner** executed a Development Agreement for Los Mezquites Subdivision approved by Resolution No. 2204 ("**Development Agreement**"). The **Development Agreement** was recorded on December 22, 2021, as Fee Number 2021-47097 total pages 13 in the Official Records of the Yuma County Recorder.
- B. WHEREAS, the **Owner** desires to develop a commercial subdivision known as Plaza Colibri Commercial Subdivision ("**Plaza Colibri**"). **Plaza Colibri** property was divided by Lot Split Case No. 2021-0387 ("**Lot Split**") which is part of the **Development Agreement**.
- C. WHEREAS, during the **Lot Split**, 62 feet of the right-of-way was dedicated to the **City** as part of the conditions of the **Development Agreement**. 55 feet of right-of-way is required for a typical minor arterial road such as County 24th Street, which allows for a 4-lane road with a center turn lane.
- D. WHEREAS, the **Owner** is requesting deferment of landscape improvements and abandonment of the additional 7-foot right-of-way that was dedicated to the **City** during the **Lot Split**.
- E. WHEREAS, the **Owner** and the **City** desire to amend the **Development Agreement** provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the **Owner** and the **City** hereby amend the **Development Agreement** as follows:

- 1. Unless specifically amended, all provisions of the **Development Agreement** shall remain in full force and effect.
- 2. **Development Agreement** is hereby amended to change the right-of-way dedication required on County 24th Street from 62 to 55 feet from the center of alignment. Since the 62 feet of right-of-way has been dedicated, the **City** agrees to abandon the 7 feet of right-of-way returning it to the **Owner**. The **Owner** will move retention basins out of County 24th Street adjacent to lots 31 through 39 of **Plaza Colibri**. Retention basins will remain privately owned and maintained.
- 3. Landscape is required for any commercial subdivision including any retention basins and adjacent right-of-way. The **City** agrees to the deferment of landscape installation as required for **Plaza Colibri**. Complete landscape installation must be completed prior to the expiration of the two-year warranty period and releasing of assurances. The **Owner** is responsible for maintaining

landscape improvements on any retention basins or landscape areas including those located on adjacent public right-of-way.

4. The systems for maintenance of both the retention basins and landscaping shall be subject to City approval.

IN WITNESS WHEREOF, the parties have executed this Agreement this 26 day of May, 2023.

City of San Luis, Arizona

Luis Cabrera, Vice Mayor

ATTEST:

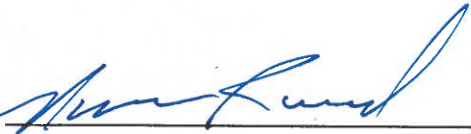
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Riedel Holdings, L.L.C.

Signature



Manager

(Print name)

Nieves Riedel