



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2290

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE FIRST AMENDMENT TO SAN LUIS PORT II INDUSTRIAL PARK, L.L.C., DEVELOPMENT AGREEMENT AS APPROVED BY RESOLUTION NO. 936; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on April 27, 2011, the City of San Luis passed Resolution No. 936 approving a development agreement with San Luis Port II Industrial Park, L.L.C., project located in San Luis, Arizona; and

WHEREAS, Resolution No. 936 was recorded on September 1, 2011, as Fee Number 2011-20087 total of pages 20 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 San Luis Port II Industrial Park, L.L.C., 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 September, 2023.

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT SAN LUIS PORT II INDUSTRIAL PARK, LLC OF APRIL 27, 2011

This First Amendment to the Pre-Annexation Development Agreement San Luis Port II Industrial Park, LLC (this "**Amendment**") is made the ___ day of _____ 2023, by and between the City of San Luis, Arizona, an Arizona municipal corporation ("**City**"), and San Luis Port II Industrial Park, LLC, an Arizona limited liability company, "**Owner**".

RECITALS

- A. WHEREAS, on or about April 27, 2011, **City** and **Owner** executed a Pre-Annexation Development Agreement approved by Resolution No. 936 ("**Development Agreement**"). The **Development Agreement** was recorded on September 1, 2011, as Fee Number 2011-20087 total pages 20 in the Official Records of the Yuma County Recorder.
- B. WHEREAS, the **Development Agreement** became an operative Development Agreement under the provisions of A.R.S. §9-500.05.A; and
- C. 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:

SECTION 1: For the property described as Parcel C2 on the ATS Lot Split, according to the plat of record in the office of the Yuma County Recorder, in Book 34 of Plats, Page 55, the **Development Agreement** is amended to allow said parcel to be developed without the requirement of sidewalks provided the property is developed for the uses of warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage within two calendar years from the date of this **Amendment**.

SECTION 2: It is acknowledged that the development of the proposed parcel described above is subject to a Memorandum of Understanding approved by Resolution No. 2234 and that nothing in this **Amendment** shall be considered amending or changing said agreement.

SECTION 3: Section 3.2 of the **Development Agreement** is amended to provide for the width of the right of way for Avenue D, between 24th Street and 25th Street, is to be 100 feet as an arterial street. That West of the section line on the Avenue D alignment between County 24th Street and County 25th Street, the right of way shall be 40 feet and east of that section line the right of way shall be 60 feet. That Developer shall take such actions as may be needed or necessary to presently dedicate such lands as may be needed to create the 100 feet of right of way for Avenue D between County 24th Street and County 25th Street as described in this section.

SECTION 4: No sidewalks shall be required for the Property along Avenue D north of 24th Street.

SECTION 5: Unless amended, all provisions of the **Development Agreement** of April 27, 2011 shall remain in full force and effect.

SECTION 6: This **Amendment** is subject to A.R.S. §38-511.

SECTION 7: Time is of the essence of this **Amendment**.

SECTION 8: The **Development Agreement** dated April 27, 2011, its exhibits, and this **Amendment** constitutes the entire agreement between the parties. This provision applies only to the entirety of the **Development Agreement** and this **Amendment** only, additional and separate zoning and/or subdivision stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

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

THE CITY OF SAN LUIS an Arizona Municipal Corporation

Nieves G. Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

THE DEVELOPER / OWNER
San Luis Port II Industrial Park, L.L.C.

Signature _____ (Print name) _____
Manager