



Resolution NO. 2355

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 LA ESPERANZA ESTATES SUBDIVISION DEVELOPMENT AGREEMENT AS APPROVED BY RESOLUTION NO. 2292; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona previously approved Resolution No. 2292, entering into a Development Agreement with Riedel Holdings, LLC for the development of La Esperanza Estates Subdivision;

WHEREAS, the Development Agreement required the Developer to complete full street improvements along the frontage of the subdivision on 6th Avenue as a condition of subdivision approval;

WHEREAS, the City is currently undertaking a larger improvement project for 6th Avenue, and immediate construction of frontage improvements was not feasible;

WHEREAS, in lieu of constructing the frontage improvements, the Developer provided the City with a cashier's check in the amount of \$180,655.23, based on the engineer's cost estimate for the required improvements;

WHEREAS, the City and Developer agree that it is in the best interest of the City to use these funds for the design and right-of-way acquisition for the entire 6th Avenue improvement project, rather than limiting their use to the frontage of La Esperanza Estates Subdivision;

WHEREAS, the Developer has agreed to amend the Development Agreement to authorize the use of these funds for the broader 6th Avenue project;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona as follows:

SECTION 1. That the First Amendment to La Esperanza Estates 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 February 2025.

APPROVED:

Tadeo Azael De La Hoya, Vice-Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

FIRST AMENDMENT TO LA ESPERANZA ESTATES SUBDIVISION DEVELOPMENT AGREEMENT

This First Amendment to the La Esperanza Estates Subdivision Development Agreement (this "**First Amendment**") is made the ____ day of _____ 2025, 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 October 2, 2023, the **City** and **Owner** executed a Development Agreement for La Esperanza Estates Subdivision approved by Resolution No. 2292 ("**Development Agreement**"). The **Development Agreement** was recorded on October 2, 2023, as Fee Number 2023-23161, a total of pages 13 in the Official Records of the Yuma County Recorder.
- B. WHEREAS, the **Development Agreement** required the **Owner** to complete full street improvements along the frontage of the subdivision on 6th Avenue, as a condition of subdivision approval;
- C. WHEREAS, the **City** is currently undertaking a comprehensive improvement project for 6th Avenue, and the timing of this project is not aligned with the immediate construction of the frontage improvements;
- D. WHEREAS, in lieu of constructing the frontage improvements, the **Owner** provided the **City** with a cashier's check in the amount of \$180,655.23, based on the engineer's cost estimate for the required improvements;
- E. WHEREAS, the **Owner** and the **City** agree that it is in the best interest of the City to use these funds for the design and right-of-way (ROW) acquisition for the entire 6th Avenue improvement project, rather than limiting their use to the subdivision frontage;
- F. 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. The **Development Agreement** is hereby amended to allow the **City** to use the \$180,655.23 provided by the **Owner** for the design, right-of-way acquisition, and related costs associated with

