

WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

CONFORMED COPY
2022-06380 RESOLUTION
02/23/2022 08:40:30 AM Pages: 18 Fees: \$15.00
Requested By: CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Puerquette County Recorder, YUMA County AZ



The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 433

Development Agreement – Rio Sereno (Acro Developers)



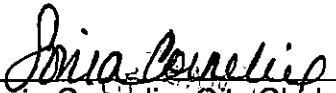
CITY OF
SAN LUIS
A R I Z O N A
WWW.SANLUISAZ.GOV

PO Box 1170 | 1090 E. Union St. San Luis, AZ 85349 | P: (928) 341-8520 F: (928) 341-8539

Certification

I do hereby certify that I am a duly appointed City Clerk of the City of San Luis, Arizona, and that the attached is a true and correct copy of **Resolution No. 433 – Development Agreement – Rio Sereno (ACRO Developers)** dated October 11, 2000, which is/are on file in the City Clerk's Office, City Hall, San Luis, Arizona.

Dated this 22nd day of February 2022.


Sonia Cornelio, City Clerk



Resolution

RESOLUTION NO. 433

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH ACRO DEVELOPERS, AN ARIZONA L. L. C., FOR DEVELOPMENT OF REAL PROPERTY WITHIN CITY LIMITS.

WHEREAS, A.R.S. 9-500.05 authorizes municipalities by resolution or ordinance to enter into Development Agreement relating to real property in municipalities.

BE IT RESOLVED, by the City Council of the City of San Luis Arizona, as follows: that Alex U. Ruiz, the City Administrator/Clerk, is authorized to execute on behalf of the City of San Luis, Arizona, that certain Development Agreement with ACRO developers, an Arizona L.L.C., that the purpose of said contract is to provide the development of ninety-five (95) residential lots in San Luis, Arizona.

That certain document entitled City of San Luis, and ACRO, an Arizona L.L.C., Development Agreement, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk, and

That Alex U. Ruiz, the City Administrator/Clerk, is authorized to execute any additional documents necessary to carry out the spirit and intent of said agreement.

PASSED AND ADOPTED this 11th day of October, 2000.

ATTEST

Guillermina Fuentes
Guillermina Fuentes, Vice-Mayor

Alex U. Ruiz
Alex U. Ruiz, City Administrator

APPROVED AS TO FORM:

Gerald W. Hunt
Gerald W. Hunt, City Attorney

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SAN LUIS, AZ
AND
ACRO DEVELOPERS, AN ARIZONA L.L.C.
FOR RIO SERENO

This Agreement is made and entered into pursuant to A.R.S. 9-500.05 on the 11th day of October, 2000 by and between ACRO Developers, An Arizona L.L.C., hereinafter referred to as "Developer", and the City of San Luis, Arizona, a municipal corporation, hereinafter referred to as the "City".
entered into this 11th day of Oct., 2000 by and

RECITALS:

A. That Developer is developing a tract of land of twenty (20) acres, more or less, to be known as Rio Sereno, located in Yuma County, Arizona legally described as follows:

E $\frac{1}{2}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 2 Township 11 South Range 25 West G & SR B & M.

B. That the City is zoning said property to allow for residential development and to provide city water and sewer service to serve the same, and City, under certain conditions and stipulations, as herein set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

SECTION ONE

Purpose

The purpose of this Development Agreement is to set forth terms and conditions for the subdivision of certain territory, within the boundaries of City and to allow, within the limits of legislative and administrative powers of City, the Developer to develop the territory and to provide water and sewer service to the Territory to allow for its development.

SECTION TWO

Development Agreement

This Agreement is a "Development Agreement" within the meaning of Arizona Revised Statutes 9-500.05.

SECTION THREE

Consistency with General Plan

As required by State law, the City and Developer stipulate that the residential development of the property is consistent with the City of San Luis General Plan, as amended. In the event that it is not presently consistent, to the extent permitted by law, City promises, to amend the General Plan so that development, as desired by Developer as hereinafter set forth, will be consistent. In the event that the current General Plan of the City of San Luis is incomplete the City agrees to incorporate this Agreement into its General Plan when so adopted.

SECTION FOUR
Extension of Water and Sewer Service

Water & Sewer service for the above-mentioned territory of Developer is currently in place on boundary line of such territory. All other costs for extending or otherwise constructing the lines to serve the proposed residential development of territory shall be borne by Developer or its successors in interest.

The City has requested that the developer install a fifteen (15) inch sewer line within the Merrill Avenue right-of-way, an upgrade from a ten (10) inch sewer line which was called for in the plans. The City agrees to pay the difference of the cost of the fifteen (15) inch line. The developer will obtain three written bids to establish the difference in the cost of the fifteen (15) inch line as opposed to the ten (10) inch line. The City has the right to determine if the difference is excessive. If the City determines that the cost is excessive then the developer will only be required to install the ten (10) inch line as called for in the original plans.

SECTION FIVE
Water/Sewer Fees

The current water & sewer hookup fees of \$900.00 (\$450 each) shall be paid at the time each building permit is pulled, provided, however, for those permits which are pulled more than two years after the initial permit the then-current rate charged for water & sewer hookup fees shall be charged, but in no event shall the fee be less than \$900.00.

SECTION SIX
BONDS OR ASSURANCES

Prior to recordation of the final subdivision plat, Developer shall assure its full and faithful performance thereof by either:

A. Constructing the required improvements and repairing the existing streets and other public facilities damaged in the development of the property, or

Filing with the City one of the following:

i. A surety bond executed by a surety company authorized to transact business in the State of Arizona;

ii. An irrevocable letter of credit made by or through a lending institution, insurance or title company regulated by the State of Arizona and made payable to the City of San Luis;

iii. Cash deposit.

Such assurance of full and faithful performance shall be in a form approved by the City and shall be for a sum sufficient to cover the cost of the improvements and related engineering and incidental expenses.

All assurances shall be released upon issuance of the Notice of Project Acceptance and payment of the impact fee to the City. If Developer fails to construct the improvements within 3 years from the date of this Agreement and the City has unreimbursed costs or expenses resulting from such failure, the City shall call on the posted assurances for reimbursement. If the amount of the posted assurances exceeds the cost and expense incurred by the City, the City shall release the remainder. If the amount of the posted assurances are less than the cost and expense incurred by the City, Developer shall be liable to the City for the difference. The security shall be in an amount acceptable to the City and in agreement with ARS-34.222.

SECTION SEVEN

Applicability of Existing Law

On selection of any area or development, Developer shall be required to comply with all City ordinances (including subdivision ordinances) codes, policies and standards affecting the development, construction, marketing and sale of the project in effect, as of the date this Agreement is executed, which will govern the development, construction, marketing and sale of the project together with any subsequent amendments to the Development Plan.

SECTION EIGHT

Retention Basins/Street Lights/Assessment Districts

Developer further agrees to set aside a minimum of $\frac{3}{4}$ acre in aggregate for two (2) retention basins or such other amounts for retention basins as the City Engineer can justify is necessary, to be used by the City as it in its sole discretion deems appropriate, and the retention basins shall be utilized for one (1) park. Developer, at Developer's cost, shall pay for formation of retention basin operation and maintenance assessment district and street lights operation and maintenance assessment districts. The assessment districts may include such other considerations, including but not limited to, maintenance and operation, sidewalks, drainage water rights reimbursement and other improvements and expenses as required by the City. The cost of any such other improvements to be the responsibility of the ultimate Developer of the residential units.

SECTION NINE

Retention Basin Landscaping/Irrigation

Developer shall provide landscaping, year around grass seeding and an appropriate irrigation system to the retention basin within the subdivision and shall include water meter and timer, backflow device and all valves, fittings, and appurtenances and shall provide a plan for said improvements for approval by the City. Specific details on retention basin and landscaping are as follows:

1) Grass

The retention basin should be seeded with winter rye for establishing the turf for the winter season or Bermuda for the spring and summer months, but each should be reseeded during the appropriate season by the developer to establish a year round, consistent stand of grass. However, an alternative type of perennial grass may be substituted with approval from the Parks and Recreation Director.

2) Sprinkler System Requirements

- a) Rainbird Timing Clocks
- b) Hunter Commercial sprinklers I-25 Adjustables
- c) Each sprinkler should have an adjustable swing arm
- d) A back flow valve with metal pipes
- e) Schedule 40 PVC pipe and fittings

SECTION TEN

Special Provision Regarding Water Rights

The Property, which is the subject of this Development Agreement has rights to receive irrigation and domestic water from the Yuma County Water Users' Association. The following is the parcel number with water serial numbers and presently irrigated acreage:

Parcel

E ½ NW ¼ NE¼ Section 2 Township 11 South Range 25 West GSR B & M
Yuma County AZ

Serial No.1235

Developer shall provide to the City, prior to final approval of any subdivision plat by the City of any subdivision being developed pursuant to the terms of this agreement, receipts or other documentary proof indicating that the assessments levied by the Yuma County Water Users' Association for water service to the Parcels have been paid to date and/or that there are no delinquent assessments which were levied by the Yuma County Water Users' Association.

At the time of subdivision plat approval for each subdivision developed pursuant to this Development Agreement, Developer agrees to take such acts or actions in cooperation with the City, to cause the irrevocable assignment of the right to delivery of water to the Parcels in the approved subdivision to the City or another delivery agent for purposes of accepting, treating, and delivering potable water to the future residents or occupants of the Parcels within the approved subdivision.

Developer agrees that it is in the best interest of the citizens, current and future, for the City of San Luis to secure the assignment of the right to delivery of water to the Parcels described. After treatment the potable water will be delivered to the residents/occupants of the same Parcels. No independent or private organizations shall be formed by the Developer to contract with or otherwise provide for any water delivery to the residents/occupants of the Parcels.

SECTION ELEVEN

Installations to be provided by Developer

Developer shall install all utilities, including telephone lines, sewer lines, water lines, electrical and all other service lines underground, and conduit for future underground installation of telecommunication lines for the subdivision in a manner acceptable to the City . Developer shall also install street lighting within the subdivision according to APS design approved by the City, and street identification signs, stop signs, and other traffic signs, street stripping, monumentation, lot corner staking, watermains and services, fire hydrants, manholes, sewer side services, streets, curbs and gutters, sidewalks, and retention basins.

The Developer's Contractor shall provide the engineer and the City of San Luis with certified compaction, asphalt, and concrete tests as required by Yuma County Standard Specifications.

SECTION TWELVE

Development Fees

The Developer shall be responsible for a Development Fees of \$300.00 per lot. There are ninety-five (95) lots in Rio Sereno Subdivision so the total amount due will be \$28,500. This is due and payable before the first building permit for construction of a residence is obtained.

SECTION THIRTEEN

Ownership of Systems

The water and sewer systems referred to herein and contemplated hereby as well as conduit for future installation of telecommunication lines as well shall be and remain the sole and exclusive property of the City. Developer and the persons to whom Developer sells shall have no interest, right, title or ownership therein. City shall have the right to extend, improve, maintain and enlarge the same as it deems necessary, fix the rates applicable thereto, change the same from time to time, and adopt rules and regulations to control, regulate and govern the use of such facilities.

SECTION FOURTEEN

Easements, Permits and Covenants

If any easements, permits or rights of way are or become necessary within the territory of Developer, except as may be otherwise provided for herein, they shall be furnished by Developer, at Developer's sole expense, to the City, and they shall extend to and be in the name of the City.

The covenants set forth in this Agreement are intended to run with the land.

SECTION FIFTEEN

AGREEMENT PREPARATION ATTORNEY FEES

Developer agrees to pay reasonable attorney fees of the City incident to the preparation of this Agreement and any related documents.

SECTION SIXTEEN

Waiver

The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any of the rights or remedies provided by the Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement, unless such waiver is in writing signed by the party to be charged.

SECTION SEVENTEEN

Governing Law

This Agreement shall be interpreted in accordance with the substantive law of the State of Arizona.

SECTION EIGHTEEN

Severability

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and shall be enforced as if the contract did not contain the particular part, term or provision held to be invalid.

SECTION NINETEEN

Default

If either party fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations under this Agreement (the "Defaulting Party"), the non-defaulting party shall give Defaulting Party written notice of such failure or default. The Defaulting Party shall have thirty (30) days from the receipt of such notice to cure said failure or default.

In any case where a cure has not been completed within sixty (60) days after a Defaulting Party's receipt of such notice, the non-defaulting party shall have the right to demand the posting of a performance bond as security for the completion of such cure and the Defaulting Party shall post such bond within twenty (20) days of its receipt of such demand.

If the Defaulting Party fails to cure the failure or default within the time limits provided above, the non-defaulting party shall have the right to terminate this Agreement as well as any other rights or remedies provided by law.

SECTION TWENTY

Authority of Developer

Developer specifically warrants and represents that Developer has the capacity to enter into this Agreement and has or will provide the City with the appropriate verifying documentation.

SECTION TWENTY-ONE

Entire Agreement

This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agents of either party not contained in this Agreement or specifically referred to herein shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

SECTION TWENTY-TWO

Interest of City Agents

No member, official or employee of the City (collectively "City Agents") shall have any direct or indirect interest in this Agreement nor participate in any decision relating to the Agreement which is prohibited by law. If either party reasonably believes that a City Agent will participate in a decision relative to this Agreement prohibited by law, then that party may request an independent person to replace such City Agent in participating in that decision.

SECTION TWENTY-THREE

Arbitration

In the event of any dispute arising between the parties, the parties agree to binding arbitration to be conducted pursuant to the rules of arbitration utilized in Yuma County Superior Court Local Rule x. That if any action is brought by either party to

enforce the terms of this Agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

SECTION TWENTY-FOUR

Effective Date of Agreement

The effective date of this Agreement shall be the date of the Resolution in which this Agreement is incorporated by reference and approved by the City Council of the City of San Luis.

SECTION TWENTY-FIVE

Binding Agreement

This Agreement and the covenants, terms and conditions thereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and the assigns of the parties hereto.

SECTION TWENTY-SIX

Notices

Notices to the City under this Agreement shall be sent to:

City Manager
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Or at any other place hereafter designated by the City in writing.

**Daniel Dinwiddie, General Manager
ACRO Developers
P.O. Box 3530
Somerton, Az 85350**

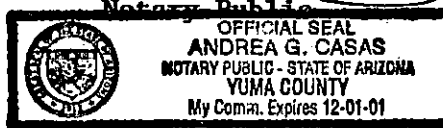
IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of the day and year first above written.

ATTEST:

By Guillermina Fuentes
Guillermina Fuentes, Vice-Mayor

State of Arizona, County of Yuma. The foregoing acknowledged
before me this 11th day of October, 2000
by Daniel Dinwiddie authorized Representative of ACRO
Developers.

Gerald W. Hunt
City Attorney

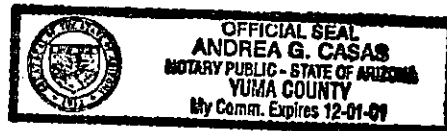


By Gene Kuvshinov
Authorized Representative

The foregoing acknowledged before me this 11th day of October, 2000 by Guillermina Fuentes, Vice-Mayor of the City of San Luis.

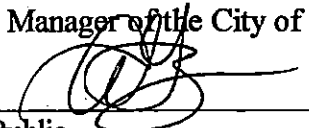
Notary Public

My Commission Expires: 12-01-00



STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing acknowledged before me this 11th day of
October, 2000 by Alex U. Ruiz, City Manager of the City of San Luis.



Notary Public

My Commission Expires: 12-01-01



STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing acknowledged before me this _____ day of _____, 2000
by _____, authorized representative of ACRO DEVELOPERS.

Notary Public

My Commission Expires: