

**Third Amendment to YRMC Development Agreement
City of Yuma, Hospital District No. 1, and Yuma Regional Medical Center**

This Third Amendment (“Third Amendment”) to the YRMC Development Agreement recorded as Yuma County Recorder’s Fee #2013-28074 (“Development Agreement”), is made as of the _____ day of _____, 2019 by and among the City of Yuma, an Arizona municipal corporation (“City”), Hospital District No. 1, Yuma County, Arizona, a political subdivision of the State of Arizona (“Hospital District”); and Yuma Regional Medical Center, an Arizona non-profit corporation (“YRMC”). The City, Hospital District and YRMC are collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, the Parties previously entered into the Development Agreement; and,

WHEREAS, on January 22, 2015, the parties amended the Development Agreement recorded as Yuma County Recorder’s Fee #2015-02450 (the “First Amendment”), to, among other things, grant the City and the Yuma County Flood Control District a Temporary Construction Easement (“TCE”) over a portion of the real property owned by the Hospital District to construct a retention basin in Smucker Park (the “Smucker Basin Project”) adjacent to the Hospital District’s property; and,

WHEREAS, on October 10, 2016, the parties further amended the Development Agreement recorded as Yuma County Recorder’s Fee #2016-24597 (the “Second Amendment”), to grant the City and the Yuma County Flood Control District an extension to the TCE to construct the Smucker Basin Project; and,

WHEREAS, the TCE, attached to the Second Amendment as Exhibit 1, expires November 12, 2019; and,

WHEREAS, the City and the Yuma County Flood Control District need to extend the duration of the TCE in order to complete the Smucker Basin Project; and,

WHEREAS, the Hospital District has agreed to extend the duration of the TCE in accordance with the terms of this Third Amendment,

NOW THEREFORE in consideration of the terms and conditions of this Third Amendment, the Parties agree to amend the Development Agreement as follows:

1. Temporary Construction Easement. The TCE from the Hospital District to the City for construction of the Smucker Basin Project shall be amended to remain effective through November 12, 2021. The TCE shall be in the form attached as Exhibit 1 and incorporated into this Third Amendment by reference.
2. Meaning of Terms. Unless specifically defined in this Third Amendment, all terms shall have the meanings used in the Development Agreement which shall remain in full force and effect except as amended herein.

3. Authorization. By signing below, each Party represents that all actions necessary to authorize this Third Amendment have been taken by the respective entity.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the YRMC Development Agreement as of the date first set forth above.

City of Yuma

John D. Simonton
Interim City Administrator

Attest:

Lynda L. Bushong
City Clerk

Approved as to form:

Richard W. Files
City Attorney

Yuma Regional Medical Center
An Arizona non-profit corporation

Robert Trenchel, D.O.,
President and Chief Executive Officer

State of Arizona)
) ss
County of Yuma)

The foregoing Third Amendment to YRMC Development Agreement was acknowledged before me this ____ day of _____, 2019 by Robert Trenchel, D.O., the President and Chief Executive Officer of the Yuma Regional Medical Center, an Arizona non-profit corporation, on behalf of YRMC.

My Commission Expires:

Notary Public

Hospital District No. 1, Yuma County, Arizona
A political subdivision of the State of Arizona

Jeffrey B. Polston
Chairman

State of Arizona)
) ss
County of Yuma)

The foregoing Third Amendment to YRMC Development Agreement was acknowledged before me this _____ day of _____, 201____ by Jeffrey B. Polston, Chairman of the Hospital District No. 1, Yuma County, Arizona, a political subdivision of the State of Arizona, on behalf of the Hospital District.

My Commission Expires:

Notary Public

Exhibit 1
Temporary Construction Easement

For ten dollars and other valuable consideration, Hospital District No. 1 of Yuma County, Arizona (Grantor) grants to the City of Yuma (Grantee), a Temporary Construction Easement (TCE) in, on, and under the real property described in the attached and incorporated Exhibit A. This temporary construction easement authorizes use of the described real property by Grantee, the Yuma County Flood Control District and/or either of the Flood Control District's or the Grantee's agents, for purposes related to the construction of a flood control retention/detention basin adjacent to the area described in Exhibit A. This TCE shall be effective beginning on November 12, 2014 (the "Effective Date") and shall expire November 12, 2021.

Grantee shall remove any soil, equipment or debris from the TCE area and return the described real property to the Grantor in a condition as close as practicable to the condition of the site at the Effective Date. Nothing in this TCE shall be construed as granting title to the TCE real property or any right of entry to the TCE property after expiration of this TCE. Grantee shall hold Grantor harmless and indemnify and defend Grantor from any and all claims, lawsuits and actions concerning Grantee's use of the TCE.

IN WITNESS WHEREOF, the Grantor has executed this Temporary Construction Easement this _____ day of _____, 2019.

Hospital District No. 1, Yuma County, Arizona
A political subdivision of the State of Arizona

Jeffrey B. Polston
Chairman

State of Arizona)
) ss
County of Yuma)

The foregoing Temporary Construction Easement was acknowledged before me this _____ day of _____, 2019 by Jeffrey B. Polston, Chairman of the Hospital District No. 1, Yuma County, Arizona, a political subdivision of the State of Arizona, on behalf of the Hospital District.

My Commission Expires:

Notary Public

Exhibit A to Temporary Construction Easement

Parcel Description for Temporary Construction Easement

A PARCEL OF LAND SITUATED IN THAT CERTAIN PARCEL CONVEYED TO HOSPITAL DISTRICT NO. 1 IN INSTRUMENT RECORDED IN DOCKET 195 ON PAGE 159, OF DEEDS IN THE OFFICIAL RECORDS OF YUMA COUNTY, ARIZONA, AND LYING IN GLO LOT 1 OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER MERIDIAN, YUMA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GLO LOT 1 OF SECTION 5, BEING MONUMENTED WITH A 3 INCH BRASS CAP, BEARING NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, 1322.35 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, ALSO BEING MONUMENTED WITH A BRASS CAP;

THENCE NORTH 89 DEGREES 43 MINUTES 40 SECONDS WEST, ALONG AND WITH THE SOUTH LINE OF SAID LOT 1, 833.82 FEET TO THE POINT OF BEGINNING;

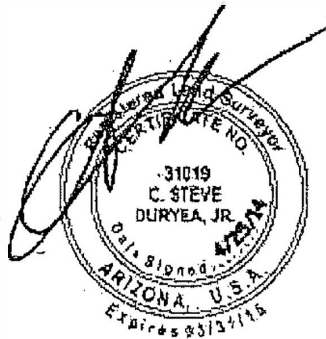
THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 40 SECONDS WEST, 80.98 FEET TO A POINT FROM WHICH A ½ INCH REBAR WITH CAP STAMPED "LS 16587" AT THE INTERSECTION OF SAID SOUTH LINE WITH THE EASTERLY RIGHT OF WAY LINE OF THE EAST MAIN CANAL BEARS NORTH 89 DEGREES 43 MINUTES 40 SECONDS WEST, 26.22 FEET;

THENCE NORTH 54 DEGREES 50 MINUTES 06 SECONDS WEST, 31.96 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST, 109.65 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 20 SECONDS WEST, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,906 SQUARE FEET OR 0.044 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



YRMC TCE

April, 2014
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DIBBLE ENGINEERING
PROJECT NO. 109605

