

## **CERTIFICATE OF ESTOPPEL AND TERMINATION OF ECONOMIC DEVELOPMENT AND LEASE OF SEWER CAPACITY AGREEMENT**

This is a certificate of estoppel and termination of a Economic Development and Lease of Sewer Capacity Agreement dated April 13, 2022, between Dole Fresh Vegetables, Inc., a California domicile corporation (“Dole”) and the City of Yuma (“City”), an Arizona municipal corporation (“Amendment”). Dole and the City may be referred to individually in this Amendment as a “Party” or collectively as “Parties.”

### **RECITALS**

**WHEREAS**, at the time Dole and the City entered the April 13, 2022, Economic Development and Lease of Sewer Capacity Agreement (the “2022 Agreement”), Dole planned to invest more than \$31 million in equipment and construction at its facility at 3725 S. Avenue 3E in Yuma, Arizona (“Yuma Facility”) ; and,

**WHEREAS**, Dole has not invested the full amount identified in the 2022 Agreement in the Yuma Facility, and the Parties desire to terminate the 2022 Agreement; and

**WHEREAS**, the term of the 2022 Agreement was the later of five years after the effective date or the completion of all covenants, conditions and obligations of the Parties; and,

**WHEREAS**, the 2022 Agreement was recorded with the Yuma County Recorder (Fee # 2022-13479) pursuant to A.R.S. § 9-500.05; and,

**WHEREAS**, Paragraph 23 of the 2022 Agreement allows either Party to request and receive an estoppel certificate stating the “current status of the [2022 Agreement], including whether or not, a Party is in default of any obligation”; and,

**WHEREAS**, Paragraph 35 of the 2022 Agreement allows written amendments executed by the City and Dole provided such amendments are recorded with the Yuma County Recorder; and,

**WHEREAS**, on August 25, 2023, Dole sent a WARN letter to Arizona’s Rapid Response Coordinator (“Coordinator”) at the Arizona Department of Economic Security notifying the Coordinator of Dole’s plans to permanently close its operations in Yuma on November 10, 2023; and,

**WHEREAS**, the City erroneously paid Dole \$26,200.00 in August 2022 as a Skills Training Grant under Paragraph 8 of the 2022 Agreement; and,

**WHEREAS**, Dole has agreed to return the \$26,200.00 to the City;

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants contained in this Amendment, the Parties agree as follows:

1. Certificate of Estoppel. Upon return of \$26,200.00 erroneously paid to Dole under Paragraph 8 of the 2022 Agreement, the City and Dole each certify that neither Party is in default of any obligation or duty set forth in the 2022 Agreement.

2. Amendment. The 2022 Agreement (Fee # 2022-13479) is amended to terminate, and all obligations arising under the 2022 Agreement will cease, upon execution of this Amendment. The City shall record this Amendment in the Official Records of Yuma County, Arizona in accordance with Paragraph 35 of the 2022 Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of \_\_\_\_ October, 2025.

**City of Yuma**, an Arizona municipal corporation

By: \_\_\_\_\_

John D. Simonton  
City Administrator

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Richard W. Files  
City Attorney

**Dole Fresh Vegetables, Inc.**, a California corporation

By:  \_\_\_\_\_

Date: 7/24/25

## ACKNOWLEDGEMENTS

State of                    )  
                                  ) ss  
County of                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2025 by  
\_\_\_\_\_.

My commission expires:

By: \_\_\_\_\_  
Notary Public

State of Arizona        )  
                                  ) ss  
County of Yuma        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2025 by John D. Simonton, City Administrator, on behalf of the City of Yuma, an Arizona municipal corporation.

My commission expires:

By: \_\_\_\_\_  
Notary Public

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Monterey

On 07/24/2025

Date

before me,

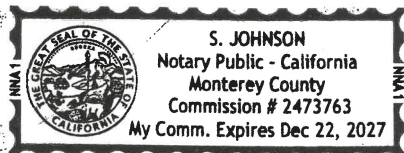
S. Johnson, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard L. Jacobs

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document:

Cert. of Estoppel & Termination of Lease of Sewer cap. agmt.

Document Date:

Number of Pages:

2

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

Richard L. Jacobs

☒ Corporate Officer – Title(s): VP & Div. General Counsel

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Dole Fresh

Vegetables, Inc.

Signer's Name:

☒ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing: