

When Recorded, Return To:
(The City Will Pick Up)

GRANT OF EASEMENT	
GRANTOR Terraces Retail LLC An Arizona Corporation 6021 E. Morning Lane Yuma, Arizona 85365	GRANTEE City of Yuma A Municipal Corporation One City Plaza P.O. Box 13012 Yuma, AZ 85366-3012

The **Grantor** (Terraces Retail LLC, an Arizona Corporation) does hereby grant unto the **Grantee** (City of Yuma, a Municipal Corporation), its successors and assigns, a perpetual easement for utility purposes, across and beneath that property described hereinafter and by this reference made a part hereof, together with the right to authorize, permit and license the use thereof for those uses found by the **Grantee** to be compatible with the primary use as a utility easement.

Subject Real Property (**Legal Description**)

The centerline of a 10' wide water line easement, more particularly described as follows:
Beginning at the Northeast corner of Southeast quarter of the Northwest quarter of Section 4, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona;
Thence South 89°49'55" West along the North line of said Southeast quarter of the Northwest quarter of Section 4 a distance of 1016.82 feet;
Thence South 00°02'03" West a distance of 45.00 feet to a point on the South right-of-way line of 26th Street, and the True Point of Beginning;
Thence continuing South 00°02'03" West a distance of 165.00 feet to point hereinafter called "Point A";
Thence continuing South 00°02'03" West a distance of 59.00 feet to a point of termination;
Thence returning to said "Point A";
Thence South 89°49'55" West a distance of 35.00 feet to a point, being another point of termination.

EXEMPT from Affidavit and Filing Fees (A.R.S. 11-1134)

Described and Verified By:

Engineering.

Date.

By virtue of Granting this perpetual Easement, **Grantor**, for and on behalf of itself and its successors in interest to any and all of the Property, hereby acknowledges that the **Grantee** will reserve and use the property for any utilities needed to serve the public good. The **Grantor** specifically waives any rights or suit, complaint, petition, claims, or other such actions as may impede the use and development of said property contained in the perpetual utility easement. Undersigned acknowledges that the said perpetual Easement is to be used for public utilities.

IN WITNESS WHEREOF, the Grantor has executed this perpetual Easement this _____ day of _____, 2021

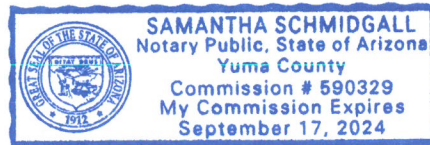
GRANTOR:
Terraces Retail LLC
An Arizona Corporation

By: *Roberta L. Cooper*
Roberta L. Cooper, Manager

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

The foregoing instrument was acknowledged this 10th day of February, 2021, By Roberta L. Cooper, Manager of Terraces Retail LLC, an Arizona Corporation, as before me a Notary Public, personally appeared and known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and who acknowledged execution of the same. If the person's name is subscribed in a representative capacity, it is for the principal named in the capacity indicated.

Samantha Schmidgall
Signature and Seal of Notary Public



My Commission Expires: 9.17.2024

Accepted By: City of Yuma, a Municipal Corporation

Philip A. Rodriguez, City Administrator

Attested By:

Lynda L. Bushong, City Clerk

Approved as to Form:

Richard W. Files, City Attorney