

OPTION AGREEMENT

DATE: April 14, 2018 (“Option Agreement Date”)

OPTIONOR: Maha, LLC (“Maha”)
8763 S. 48th Avenue
Yuma, Arizona 85364
Phone: 928- 817-7999

OPTIONEE: CITY OF YUMA, ARIZONA (the “City”)
an Arizona municipal corporation
One City Plaza
Yuma, Arizona 85364
Attn: City Administrator
Phone: (928) 373-5011

ESCROW
AGENT: CHICAGO TITLE & TRUST
1706 S. 4th Avenue
Yuma, Arizona 85364
Escrow No.:
Telephone No.: (928) 782-9212

PROPERTY: The subject property of this Option Agreement is one of two parcels located at 1230 S. 2nd Avenue in Yuma, Arizona, legally described on Exhibit A attached and incorporated by reference, together with all improvements and appurtenances (the “Maha Property”).

ARTICLE 1

AGREEMENT OF THE PARTIES

1.1 Grant of Option and Option Payment. In consideration of the payment by the City of One Dollar (\$1.00) (the “Option Payment”) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Maha hereby grants to the City an exclusive option (the “Option”) to acquire the Maha Property on the terms and conditions set forth in this Option Agreement (the “Agreement”). The Option Payment shall be payable directly to Maha and is non-refundable.

1.2 Option Exercise Deadline Date; Extensions. The Option may be exercised at any time on or before midnight of ninetieth (90th) day following the Option Agreement Date (the “Option Exercise Deadline Date”). The City may extend the Option Exercise Deadline Date for one (1) consecutive period of thirty (30) days (the “Option Exercise Date Extension”) by depositing with Escrow Agent, on or before the expiration of the initial Option Exercise Deadline Date an additional amount of One Dollar (\$1.00) (the “Extension Payment”). If the Option Exercise Deadline Date expires without the timely deposit of the Extension Payment for the Option Exercise Date Extension, then the Option and this Agreement shall be cancelled and

of no further force or effect (except for those provisions expressly stated herein to survive such cancellation). The Extension Payment shall be governed by the same provisions in Section 1.1 above and elsewhere in this Agreement that govern the Option Payment.

1.3 Exercise of Option. This Option may be exercised only by the City delivering written notice of the exercise of this Option to Maha and to Escrow Agent on or before the Option Exercise Deadline Date, as the same may be extended by the Option Exercise Date Extension for which the City has made the Extension Payment in accordance with Section 1.2 above.

1.4 Nature of The City's Interest. Unless and until this Option is timely exercised by the City in accordance with Section 1.3 above, the City hereby disclaims and shall have no equitable, legal or other right, title or interest whatsoever in the Maha_Property. If this Option is timely exercised by the City, then Maha agrees to transfer and the City agrees to acquire the Maha Property on the terms and conditions set forth in this Agreement. In no event shall either Maha or the City have any liability to each other or to any third-party if any of the contingencies or conditions for the exercise of this Option fails to occur for any reason whatsoever.

ARTICLE 2

PROPERTY EXCHANGE TERMS

2.1 Property Exchange. The City shall deliver and exchange to Maha via Special Warranty Deed fee simple title to certain real property located at 1128 S. 1st Avenue, Yuma, Arizona and legally described on Exhibit B attached and incorporated by reference, together with all improvements and appurtenances (the "City Property") in exchange for the Maha Property. Maha shall deliver and exchange to the City via Special Warranty Deed fee simple title to the Maha Property. The Maha Property and City Property shall be collectively referred to herein as the "Properties."

ARTICLE 3

ESCROW; CLOSING; AND PRORATIONS

3.1 Escrow. An escrow (the "Escrow") for transacting the exchange of the Properties, shall be established with Escrow Agent, and Escrow Agent is hereby engaged to administer the Escrow. This Agreement constitutes escrow instructions to the Escrow Agent and a copy shall be deposited with Escrow Agent for this purpose. Should Escrow Agent require the execution of its standard form printed escrow instructions, the City and Maha agree to execute same; however, such escrow instructions shall be construed as applying only to Escrow Agent's engagement, and if there is any conflict between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

3.2 Opening and Closing Dates.

(a) Escrow shall be deemed open on the date (the "Opening Date") when at least one fully executed original of this Agreement, together with the Option Payment required by Section 1.1, has been delivered to Escrow Agent. Escrow Agent shall

provide the City and Maha each with a fully executed copy of this Agreement, and shall advise the City and Maha in writing of the Opening Date, the Option Exercise Deadline Date pursuant to Section 1.2 hereof, and the expiration date of the Feasibility Period referred to in Section 7.2 hereof.

(b) Unless otherwise provided herein, the closing of this transaction and escrow (the “Close of Escrow”) shall occur before 5:00 p.m. on the ninetieth (90th) day after this Option is exercised pursuant to Section 1.3 above, in the offices of the Escrow Agent.

3.3 Escrow Cancellation Charges. If the Escrow fails to close because of Maha’s default, Maha shall be liable for all customary escrow cancellation charges. If the Escrow fails to close because of the City’s default, the City shall be liable for all customary escrow cancellation charges. If the Escrow fails to close for any other reason, the City shall be liable for all customary escrow cancellation charges.

3.4 Closing Costs and Prorations.

(a) Upon the Close of Escrow, the City shall pay the fees of Escrow Agent.

(b) All real estate taxes, general and special assessments, and other items which may otherwise customarily be prorated at closing, shall be prorated between Maha and the City as of the Close of Escrow, with the Parties to be responsible for the payment of all such items through the date prior to the Close of Escrow, and with acquiring Party to be responsible for the payment of all such items from and after the date of the Close of Escrow. All property taxes and assessments relating to a tax fiscal year prior to the year in which the Close of Escrow occurs shall be paid in full at the Close of Escrow.

(c) On or before the Close of Escrow, the Parties shall deposit with Escrow Agent cash in an amount sufficient to pay all closing costs payable by each Party.

ARTICLE 4

TITLE

4.1 Title Report.

(a) As soon as reasonably possible after the Option Agreement Date, the Parties shall Opening of Escrow with the Escrow Agent and the Escrow Agent shall issue a preliminary title report (together with copies of all Schedule B items) to Maha concerning condition of title of the City Property to be acquired by Maha, and a preliminary title report (together with copies of all Schedule B items) concerning condition of title of the Maha Property to be acquired by the City.

(b) Review of Title-Maha. The state of title to the City Property shall be subject to valid existing rights and easements, and reviewed by Maha and its attorneys to determine condition of title.

(c) Review of Title-The City. The state of title to the Maha Property shall be subject to valid existing rights, easements, and rights-of-way and reviewed by the City of Yuma Right of Way Agent and the City Attorney to determine condition of title.

(d) Notice of Title Objection. If any matters indicated as exceptions in the preliminary title report or any amended report (other than the standard printed exclusions) affect the acquiring Party's contemplated use of the Property, that Party shall be entitled to object to such matters by delivering written notice of such objection ("Notice of Title Objection") to the other Party and Escrow Agent on or before ten (10) days after receipt of the preliminary title report. Such Notice of Title Objection shall specify in reasonable detail the matter objected to and the manner in which the objection affects the contemplated use of the Property. The Parties shall be deemed to have approved the condition of title if no such Notice of Title Objection is delivered by such date.

If within fifteen (15) days after receipt of any Notice of Title Objection, the matter objected to has not been eliminated or insured over, the objecting Party shall be entitled to either: (i) terminate this Agreement by written notice to the other Party and Escrow Agent, or (ii) waive its objection by written notice delivered to the other Party and Escrow Agent. If the objecting Party does not waive its objection, this Agreement shall automatically terminate and the Parties shall have no further obligations to each other. If the matter objected to is eliminated or the Escrow Agent agrees to insure over said matters or if the purchasing Party waives its objection, Close of Escrow shall occur on the Close of Escrow.

4.2 Title. Upon Close of Escrow, unless otherwise noted in this Agreement, each of the Parties will acquire good, marketable and insurable title to their respective properties, all free and clear of any liens, encumbrances, security interests, liabilities, assessments, pending assessments, agreements, leases, judgments, and claims, but subject to valid existing rights and easements.

4.3 Title Policy.

(a) Owner's Policy-The City. At the Close of Escrow, Escrow Agent shall provide the City with an owner's policy of title insurance (or the unconditional commitment of the title insurer to issue such policy) for the Maha Property issued in the full amount of the value of the Maha Property, effective as of the Close of Escrow, insuring the City that fee simple title to such Maha Property is vested in the City, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters relating to the Maha Property approved or deemed approved by the City as provided in Section 4.1 of this Agreement, and to any other matters approved in writing by the City.

(b) Owner's Policy-Maha. At the Close of Escrow, Escrow Agent shall provide Maha with an owner's policy of title insurance (or the unconditional commitment of the title insurer to issue such policy) for the City Property issued in the full amount of the value of the City Property, effective as of the Close of Escrow, insuring Maha that fee simple title to such City Property is vested in Maha, subject only to the usual printed

exceptions and exclusions contained in such title insurance policies, to the matters relating to the City Property approved or deemed approved by Maha as provided in Section 4.1 of this Agreement, and to any other matters approved in writing by Maha.

(c) The premium for a standard coverage title policy will be paid by the acquiring Party. If either Party elects to obtain an extended coverage title policy or any special title insurance endorsements, the requesting Party shall be responsible for satisfying, at its cost, Escrow Agent's requirements therefor and shall pay the additional premium for the extended coverage and any premium for such special endorsements.

ARTICLE 5

MATTERS RELATING TO THE ESCROW PERIOD

5.1 Possession. Possession of the Properties shall be delivered to acquiring Party upon the Close of Escrow. The Parties and their representatives and agents may enter the Properties from time to time to conduct the Property Inspection referred to in Article 7. Each Party shall indemnify, protect, defend and hold the acquiring Party harmless for, from and against any and all claims, costs, liabilities, judgments, losses or expenses (including, without limitation, attorneys' fees and costs) arising out of, resulting from, or connected with any matters or conditions first occurring as a result of that Party's activities (and the activities of its employees, agents, contractors and representatives) on the property exchanged by that Party prior to the Close of Escrow. Additionally, each of the acquiring Parties shall indemnify, protect, defend and hold the exchanging Party harmless for, from and against any and all claims, costs, liabilities, judgments, losses or expenses (including, without limitation, attorneys' fees and costs) arising out of, resulting from, or connected with any matters or conditions first occurring as a result of the acquiring Party's activities (and those of its employees, agents, contractors and representatives) on the acquired property following the Close of Escrow and during the acquiring Party's ownership or possession of the property. This indemnity shall survive the expiration of the Option, the Close of Escrow or the cancellation of this Agreement.

5.2 Risk of Loss. Except as provided in the foregoing provisions of this Article 5, the risk of loss or damage to the Properties and all liability to third persons until the Close of Escrow shall be borne by the owner of the Property. If all or any portion of the Properties costing more than One Hundred Thousand Dollars (\$100,000) to restore or replace is damaged or destroyed, then acquiring Party shall have the option either to (i) cancel this Agreement by giving written notice thereof to the other Party and to Escrow Agent, and neither Party shall have any further rights or obligations hereunder except those expressly stated to survive such cancellation, or (ii) proceed with the Close of Escrow, in which event acquiring Party shall be entitled to any and all insurance proceeds payable in connection with such damage or destruction, if any.

5.3 Maintenance of Property. From the Option Agreement Date until the Close of Escrow or earlier termination of this Agreement, the Parties shall:

(a) maintain the Properties in their present condition, ordinary wear and tear excepted;

(b) maintain all casualty, liability and hazard insurance currently in force with respect to the Properties; and

(c) perform their respective duties and obligations under existing leases, agreements and contracts with respect to the Properties (collectively, the “Contracts and Leases”), in the same manner performed prior to the Option Agreement Date, provided, that the Parties shall not amend, modify or terminate any existing Contracts or Leases, nor enter into any new Contracts or Leases, without the other Party’s prior written approval.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Maha’s Representations. Maha makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder, which the City is relying upon in entering into this Agreement, which are true and accurate as of the Opening Date, which will be true and accurate as of the Close of Escrow; provided, however, that any action based on a breach of the following representations and warranties of Maha must be instituted within one (1) year from the Close of Escrow:

(a) Maha has the right, power and authority to enter into and to perform its obligations under this Agreement.

(b) All action on the part of Maha which is required for the execution, delivery and performance by Maha of this Agreement has been duly and effectively taken. As of the Close of Escrow, all action on the part of Maha required for the execution, delivery and performance by Maha of each of the documents and agreements to be delivered by Maha at the closing will have been duly and effectively taken.

(c) There are no unrecorded Contracts and Leases affecting the Maha Property that cannot be cancelled in thirty (30) days or less.

(d) Maha has not received any uncured governmental notices of violations affecting the Maha Property.

(e) Maha is not a party to any existing or pending litigation affecting the Maha Property.

(f) Maha has had opportunity for independent legal review of this Agreement by counsel of its choosing prior to the execution hereof.

6.2 No Other Representations or Warranties by Maha. Except for Maha’s representations and warranties in Section 6.1 above, Maha is hereby released from all liability regarding the condition, valuation or utility of the Maha Property, or its suitability for any purpose whatsoever.

6.3 The City's Representations. The City makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder, which Maha is relying upon in entering into this Agreement, which are true and accurate as of the Opening Date, which will be true and accurate as of the Close of Escrow; provided, however, that any action based on a breach of the following representations and warranties of the City must be instituted within one (1) year from the Close of Escrow:

(a) The City has the right, power and authority to enter into and to perform its obligations under this Agreement, subject to approval by the City Council.

(b) As of the Close of Escrow, all action on the part of the City required for the execution, delivery and performance by the City of each of the documents and agreements to be delivered by the City at the closing will have been duly and effectively taken.

(c) There are no unrecorded Contracts and Leases affecting the City Property that cannot be cancelled in thirty (30) days or less.

(d) The City has not received any uncured governmental notices of violations affecting the City Property.

(e) The City is not a party to any existing or pending litigation affecting the City Property.

(f) The City has had opportunity for independent legal review of this Agreement by counsel of its choosing prior to the execution hereof.

6.4 No Other Representations or Warranties by the City. Except for the City's representations and warranties in Section 6.3 above, the City is hereby released from all liability regarding the condition, valuation or utility of the City Property, or its suitability for any purpose whatsoever.

ARTICLE 7

DUE DILIGENCE; CANCELLATION RIGHTS

7.1 Due Diligence Documents. Within ten (10) days after the Option Agreement Date, the Parties shall make available for inspection by the other Party all documents, studies, reports, Contracts and Leases in their possession or control affecting the Properties.

7.2 Property Inspection. Within five (5) days after Opening of Escrow, the Parties shall deliver all environmental studies, tests, reports and other tangible materials in their possession or control that pertain to the properties contemplated for exchange. Each acquiring Party shall have the right to conduct various investigations, studies and reviews of the property to be acquired, including, but not limited to, any environmental assessment or Phase I or Phase II

environmental study, during a period of time beginning on the date of Opening of Escrow and ending five days before the Closing of Escrow ("Study Period"). Either Party shall be entitled to terminate this Agreement by written notice to the other Party and Escrow Agent at any time prior to the expiration of the Study Period. In the event of such termination the Parties hereto shall have no further obligations to each other.

7.3 City Approval. The exercise of this Option by the City is contingent upon approval by the City Council of the City of Yuma of the exchange of the Properties upon the terms and conditions contained in this Agreement (the "City Approval"). If the City Approval is not received by the City on or before the expiration of the Option Exercise Deadline Date, as the same may be extended by the Option Exercise Date Extension for which the City has made an Extension Payment pursuant to Section 1.2 above, then this Agreement shall be deemed cancelled and neither party shall have any further rights or obligations under this Agreement except for those expressly stated to survive such cancellation.

ARTICLE 8

BROKERAGE

8.1 No Broker. Maha and the City each represent to the other that no broker is involved in connection with this transaction.

8.2 Indemnity. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the expiration of the Option, the Close of Escrow or the cancellation of this Agreement.

ARTICLE 9

ADDITIONAL COVENANTS

9.1 Tax Reporting Person. If the Option is exercised, Escrow Agent agrees to be the designated "reporting person" under § 6045(e) of the Internal Revenue Code as amended (the "Code") with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information returns and statements as the U.S. Department of the Treasury may require by regulations or forms in connection therewith.

ARTICLE 10

CLOSING DOCUMENTS

10.1 Maha's Closing Documents. On or before the Close of Escrow, Maha shall deposit into Escrow the following documents for delivery to the City at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) The Special Warranty Deed for the Maha Property in the form of Exhibit C hereto;

(b) Such other documents as may be necessary or appropriate to transfer and convey the Maha Property to the City and to otherwise consummate this transaction in accordance with the terms of this Agreement.

10.2 The City's Closing Documents. On or before the Close of Escrow, the City shall deposit into Escrow the following documents for delivery to Maha at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) The Special Warranty Deed to the City Property in the form of Exhibit D hereto;

(b) Such other documents as may be necessary or appropriate to transfer and convey the City Property to Maha and to otherwise consummate this transaction in accordance with the terms of this Agreement.

ARTICLE 11

REMEDIES

11.1 Maha's Remedies. If the City fails to perform this Agreement, which failure continues uncured for ten (10) days following written notice thereof from Maha to the City, this Agreement and the Escrow shall terminate, and Maha as its sole remedy shall receive the Option Payment (and Escrow Agent is hereby instructed to deliver the same to Maha) all as consideration for acceptance of this Agreement and for taking the Maha Property off the market and not as a penalty.

11.2 The City's Remedies. If Maha fails to perform this Agreement, which failure continues uncured for ten (10) days following written notice thereof from the City to Maha, then the City as its sole right and remedy in such event shall have the option to either (i) cancel this Agreement by giving written notice thereof to Maha and Escrow Agent, or (ii) bring an action against Maha for specific performance of this Agreement after exercising the Option.

11.3 No Damages. Excluding indemnities expressly set forth in this Agreement, and except as provided in Section 12.2 hereof, in no event shall Maha or the City have the right to recover monetary damages against the other party.

ARTICLE 12

GENERAL PROVISIONS

12.1 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

12.2 Attorneys' Fees. If any action is brought by either Party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

12.3 Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

12.4 Applicable Law. This Agreement shall be enforced and construed according to Arizona law.

12.5 Time. Time is of the essence of this Agreement.

12.6 Notices.

(a) Notices shall be in writing and shall be given by personal or express delivery to a responsible person, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Maha and the City at the addresses set forth on the first page of this Agreement or at such other address as a Party may designate in writing. The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered or rejected, if notice is given by personal or express delivery, or two (2) business days following the date of deposit in the mail, if the notice is sent through the United States mail.

(b) A copy of each notice to Maha shall be sent to:

Maha, LLC
8763 S. 48th Avenue
Yuma, Arizona 85364
Telephone No.: (928) 817-7999

(c) A copy of each notice to the City shall be sent to:

City Attorney
One City Plaza
Yuma, Arizona 85364
Telephone No.: (928) 373-5050
email: richard.files@yumaaz.gov

Copies of all notices shall also be given to Escrow Agent at its address on the first page of this Agreement

12.7 Further Documentation. Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

12.8 Time Periods. Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Pacific Standard Time) on the last calendar day of the applicable time period provided for herein. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding other day which is not a Saturday, Sunday or legal holiday.

12.9 Assignment. Neither Maha nor the City shall assign any or all of its rights or obligations under this Agreement without the prior written consent of the other Party hereto, which may be withheld in the other Party's sole and absolute discretion.

12.10 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

12.11 Exhibits. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A	Legal Description of the Maha Property
Exhibit B	Legal Description of the City Property
Exhibit C	Special Warranty Deed for the Maha Property
Exhibit D	Special Warranty Deed for the City Property

12.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the City and Maha.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

MAHA, LLC

By: Yamen Al-Alou

Its: Yamen Al-Alou

ACCEPTANCE BY OPTIONEE:

CITY OF YUMA

Dated: 5.16.2018

Gregory K. Wilkinson
City Administrator

Attest:

Dated: 5.16.2018

Ilynda L. Bushong
City Clerk

Approved as to form:

Dated: 5-16-18

Richard W. Files
Richard W. Files
City Attorney

Escrow Agent hereby accepts the engagement to handle the Escrow established by this Agreement in accordance with the terms set forth in this Agreement.

CHICAGO TITLE & TRUST

By: _____
Name: _____
Title: _____

“Escrow Agent”

EXHIBIT A

LEGAL DESCRIPTION - MAHA PROPERTY

A portion of the North half of the Northwest quarter of the Southeast quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 28, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona, and more particularly described as follows:

Lot 4 of the "MAHA LLC, LOT SPLIT CREATING NEW LOTS 4 AND 5" plat dated 2/2/2018, FEE 2018-02893, Record in Book 29 of Plats, page 62, Yuma County Records.

Containing 7,660 square feet, more or less.

EXHIBIT B

LEGAL DESCRIPTION - CITY PROPERTY

That part of the Northeast Quarter of Section 28, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Lot 9, Block 15, SPEESE ADDITION, according to Book 2 of Plats, Page 15, records of Yuma County, Arizona.

And thereafter further amended in Book 3 of Plats, Page 142, per Resolution and Order recorded in Docket 45, Page 13, to reduce the width of the alley for Blocks 2 through 7, and 9 through 16, inclusive.

Containing 7,000.0 square feet, more or less.

EXHIBIT C
(Form of Special Warranty Deed - Maha Property)

WHEN RECORDED MAIL TO:

Office of the City Clerk
City of Yuma
One City Plaza
P.O. Box 13012
Yuma, Arizona 85366-3012

ESCROW NO: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, **Maha, LLC** ("**Grantor**") does hereby grant and convey to the **City of Yuma**, an Arizona municipal corporation ("**Grantee**") the following real property situated in Yuma County, Arizona:

A portion of the North half of the Northwest quarter of the Southeast quarter (N½NW¼SE¼) of Section 28, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona, and more particularly described as follows:

Lot 4 of the "MAHA LLC, LOT SPLIT CREATING NEW LOTS 4 AND 5" plat dated 2/2/2018, FEE 2018-02893, Record in Book 29 of Plats, page 62, Yuma County Records.

Containing 7,660 square feet, more or less.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record. Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated this _____ day of _____, 2018.

GRANTOR:
MAHA, LLC

By: _____

Its: _____

ACKNOWLEDGEMENT

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, managing member of Maha, LLC.

Notary Public

My Commission Expires:

ACCEPTANCE

City of Yuma

By: _____
Gregory K. Wilkinson
City Administrator

Attest:

By: _____
Lynda L. Bushong
City Clerk

Approved as to form:

By: _____
Richard W. Files
City Attorney

Description Verified By:	
City Engineer	Date

EXHIBIT D
(Form of Special Warranty Deed - City Property)

WHEN RECORDED MAIL TO:

Maha, LLC
8763 S. 48th Avenue
Yuma, Arizona 85364

ESCROW NO: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, the **City of Yuma**, an Arizona municipal corporation (**Grantor**) do/does hereby grant and convey to **Maha, LLC** ("**Grantee**") the following real property situated in Yuma County, Arizona:

That part of the Northeast Quarter of Section 28, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Lot 9, Block 15, SPEESE ADDITION, according to Book 2 of Plats, Page 15, records of Yuma County, Arizona.

And thereafter further amended in Book 3 of Plats, Page 142, per Resolution and Order recorded in Docket 45, Page 13, to reduce the width of the alley for Blocks 2 through 7, and 9 through 16, inclusive.

Containing 7,000.0 square feet, more or less.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record. Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated this _____ day of _____, 2018.

GRANTOR:

City of Yuma, an Arizona municipal corporation

By: _____

Gregory K. Wilkinson
City Administrator

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

ACKNOWLEDGEMENT

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Gregory K. Wilkinson, City Administrator of the City of Yuma.

Notary Public

My Commission Expires:
