

# EXHIBIT 1

Recording Requested By/Return To:  
Southwest Gas Corporation  
Attn: Whitney Budinoff; 360-580  
P.O. Box 26500  
Tucson, AZ 85726-6500

APN 633-44-095; 633-44-096  
E/O Madison Ave, N/O 3<sup>rd</sup> St



## **SOUTHWEST GAS CORPORATION** **GRANT OF EASEMENT**

*This form is used to acquire land rights for installation of pipeline(s) and appurtenances.*

Prepared By	<u>WDB2</u>	Reviewed By	<u>SMSE</u>
Sec. <u>21</u>	T <u>8S</u>	R <u>23W</u>	Meridian <u>G&amp;SR</u>
County	<u>Yuma</u>	State	<u>Arizona</u>
W.R. No.	<u>3628958</u>	LRS No.	<u>9621</u>

I (We) City of Yuma, a municipal corporation of the State of Arizona

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors and assigns hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A" , "B" & Addendum Attached Hereto and Made a Part Hereof

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

W.R. No. 3628958LRS No. 9621

**The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.**

**TO HAVE AND TO HOLD** said easement unto Grantee, its successors and assigns, together with all rights granted hereby.

**IN WITNESS WHEREOF**, the duly authorized representative of the undersigned has executed this Grant of Easement this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Yuma

By: \_\_\_\_\_  
Philip Rodriguez, City Administrator

ATTEST

By: \_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Richard W. Files, City Attorney

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(here insert name of the officer)

a notary public, personally appeared \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT "A"  
SOUTHWEST GAS CORPORATION  
GRANT OF EASEMENT  
WR#3628958

APN 633-44-095,  
APN 633-44-096

That portion of the Northeast Quarter (NE 1/4 ) of Section 21, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma, Arizona, more particularly described as follows:

Commencing at a found 3" Brass Cap labeled "City of Yuma, LS 19329, 2012" Northerly of the intersection of 3RD Street and Main Street with a Basis of Bearings of N 04°54'00" W to the found Brass Cap at the intersection of Main Street and 2ND Street a distance of 505.52 feet (Basis of Bearings per Yuma Theater and Arts Center Lot Tie; Fee# 2008-32486; Book 25, Page 2).

thence South 04°54'00" East along the Basis of Bearings a distance of 49.93 feet to the intersection of 3RD Street and Main Street;

thence South 81°51'21" West along the centerline a distance of 49.93 feet to a Found 3" Brass Cap "City of Yuma 2012, LS 19329;

thence continuing South 81°51'21" West along said centerline a distance of 210.32 feet;

thence North 01°17'02" West a distance of 20.14 feet to a point on the North right-of-way line of said 3RD Street, said point being the POINT OF BEGINNING of the centerline for a 10 foot wide easement. Said easement being a strip of land 10 feet wide lying 5 feet each side of the described centerline:

thence North 01°17'02" West a distance of 84.87 feet;

thence North 16°01'28" West a distance of 50.01 feet;

thence North 06°30'16" West a distance of 107.64 feet to a point on the shared property line between APN 633-44-095 and APN 633-44-096;

thence North 39°54'18" West a distance of 36.45 feet;

thence North 23°05'08" West a distance of 19.16 feet;

thence North 06°02'01" West a distance of 100.80 feet;

thence South 83°54'07" West a distance of 7.00 feet;

thence North 03°43'29" West a distance of 78.00 feet;

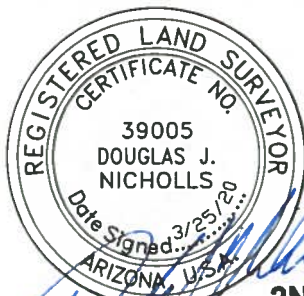
thence South 89°18'57" West a distance of 151.36 feet a point on the East right-of-way line of Madison Avenue, said point being the POINT OF TERMINATION;

aforementioned area contains 6,353 square feet or 0.146 acres, more or less.





N.T.S.



FOUND 3" BRASS CAP  
LS 16528

2ND STREET

**LEGEND**

P.O.B.

POINT OF BEGINNING

P.O.T.

POINT OF TERMINATION

(R)

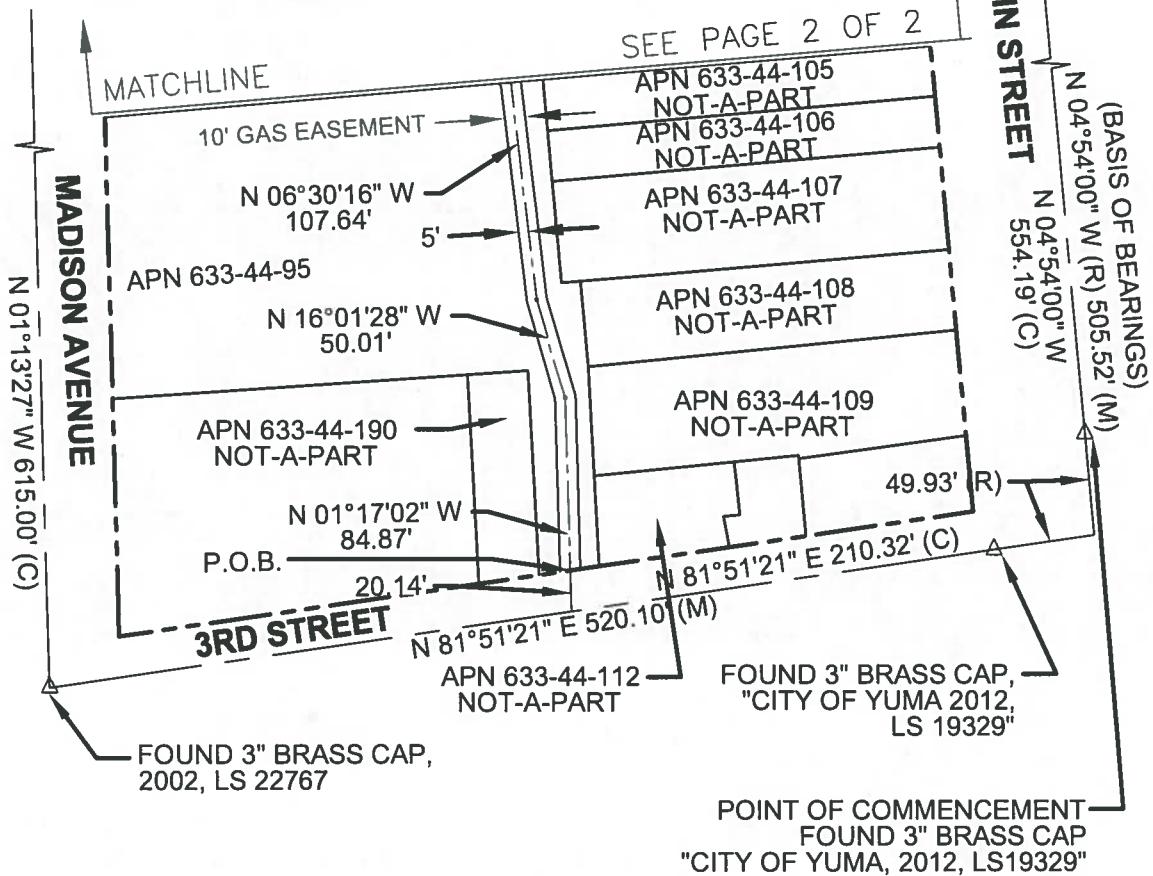
BOOK 25 OF PLATS, PAGE 2, FEE# 2008-32486

(C)

CALCULATED

(M)

MEASURED



PROPERTY OWNER: CITY OF YUMA

DATE: MAR 19, 2020

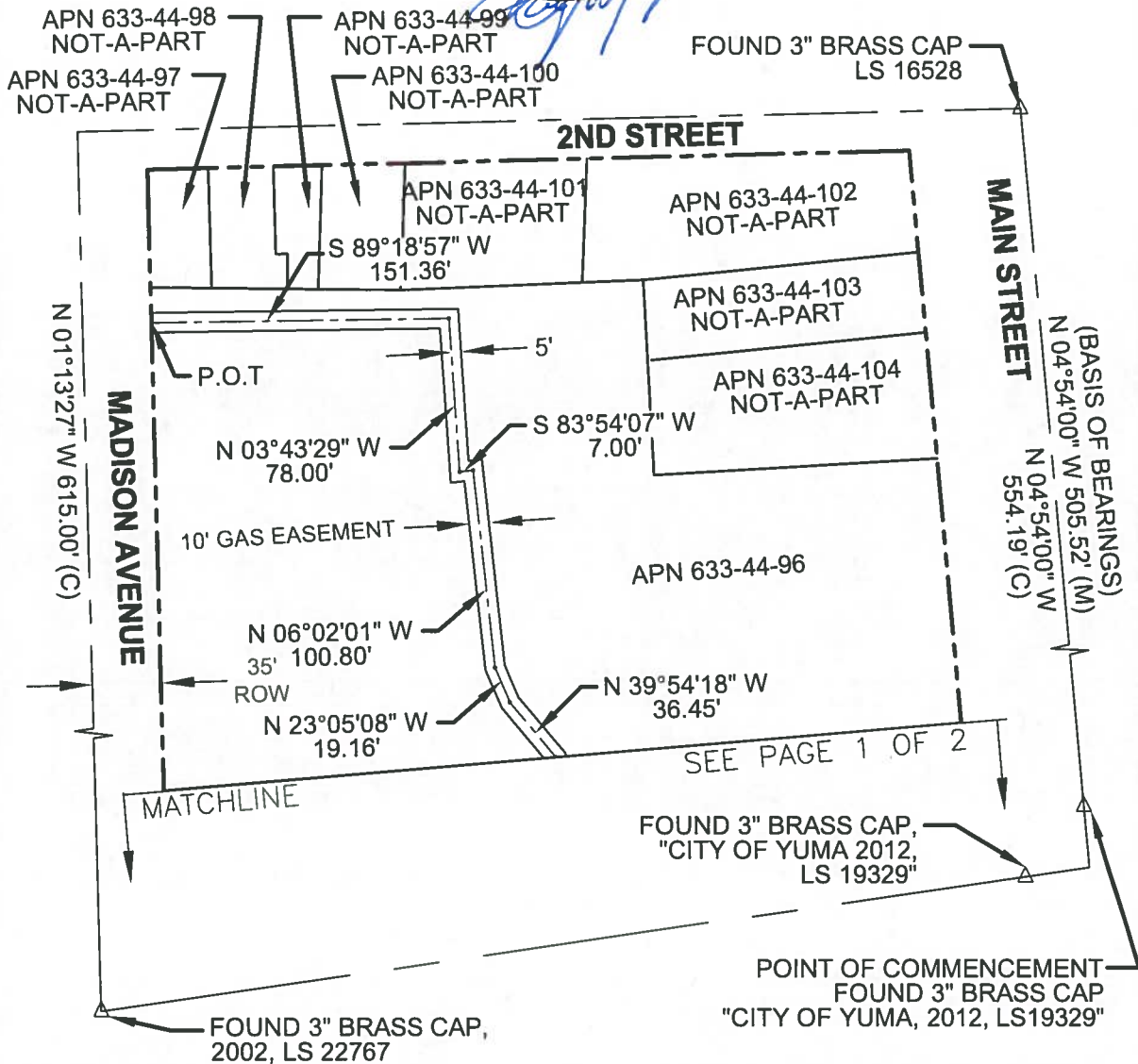
**SOUTHWEST GAS CORPORATION**  
SOUTHERN ARIZONA DIVISION  
3401 EAST GAS ROAD  
TUCSON, ARIZONA 85714

**EXHIBIT "B"**

WR #3628958 (PAGE 1 OF 2)  
GRANT OF EASEMENT IN A PORTION OF THE NE1/4 OF  
SECTION 21, TOWNSHIP 8 SOUTH, RANGE 23 WEST, GILA AND  
SALT RIVER MERIDIAN, YUMA, ARIZONA



N.T.S.



PROPERTY OWNER: CITY OF YUMA

DATE: MAR 19, 2020

**SOUTHWEST GAS CORPORATION**  
SOUTHERN ARIZONA DIVISION  
3401 EAST GAS ROAD  
TUCSON, ARIZONA 85714

**EXHIBIT "B"**

WR #3628958 (PAGE 2 OF 2)  
GRANT OF EASEMENT IN A PORTION OF THE NE1/4 OF  
SECTION 21, TOWNSHIP 8 SOUTH, RANGE 23 WEST, GILA AND  
SALT RIVER MERIDIAN, YUMA, ARIZONA

ADDENDUM

SOUTHWEST GAS CORPORATION  
GRANT OF EASEMENT  
WR # 3628958 / LRS # 9621  
Page 6 of 6

APN 633-44-095; 633-44-096

The following sentence is added to the end of the first full paragraph (which ends with the words "or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will."):

This easement is granted subject to the terms and conditions of the Franchise Agreement between the Grantor and Grantee dated May 19, 2010, and as thereafter amended.