

**Exhibit 1**

**SPECIAL WARRANTY DEED WITH RIGHT OF REVERTER**

**City of Yuma to Alexander Ford Lincoln Mercury, Inc.**

**RECORDING REQUESTED BY**

**Bill Alexander Ford Lincoln Mercury, Inc.  
801 E 32<sup>nd</sup> Street  
Yuma, Arizona 85365**

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**Special Warranty Deed**

Exempt from Affidavit of property value ARS 11-1134(A)(3)

For the sum of Ten Dollars and other valuable consideration, the **City of Yuma**, an Arizona municipal corporation (**Grantor**), does hereby grant and convey to **Bill Alexander Ford Lincoln Mercury, Inc., an Arizona corporation (Grantee)**, the following real property situated in Yuma County, Arizona:

Parcel A described in Exhibit A and Parcel B described in Exhibit B, each attached and by reference made a part hereof.

SUBJECT TO: Reservation of a perpetual utility and access easement over, under and through the real property described in Exhibit A, attached and by this reference made a part hereof, for the benefit of Grantor, Grantor's licensees, and for other parcels which require access. The reserved easement is for purposes of maintenance, reconstruction and installation of utilities within the easement, as well as access for any parcels that would otherwise be landlocked without the easement.

AND FURTHER SUBJECT TO: Reservation of a 100-foot no-build easement north of the south boundary of the real property (extended centerline of the 34<sup>th</sup> Street alignment) described in Exhibit B. The no-build easement shall be used to provide for storm water retention for a total retention capacity of no less than 22-acre feet (with a level bottom surface), while the north 51 feet of the no-build easement and remainder of the described Parcel B may only be used for retention of the 22-acre feet minimum and/or parking.

REVERTER: All covenants set forth below shall attach to the land as perpetual covenants and run with title. Any violation of these covenants by the Grantee, Grantee's heirs, successors,

representatives, or assigns, shall forfeit title from Grantee and title shall revert to the Grantor, with the same rights and title as before the execution of this instrument, fully and completely as if this instrument had not been executed and recorded.

In exchange for title granted, Grantee covenants:

- (1) Grantee shall maintain a sufficient stormwater basin on Parcel B of the Meinhardt/B-8 Stormwater Basin Lot Split, dated October 28, 1998 and recorded as Fee# 1998-28530, Book 16 of Plats, Page 13, Yuma County Recorder's Office. This covenant shall run with the land and in the event Grantee fails to maintain the basin to the City of Yuma's published standards with a capacity of no less than 22 acre feet of stormwater (including landscaping), Grantor shall provide Grantee 30 days written notice of the deficiency. If Grantee fails to satisfactorily commence addressing the lack of maintenance or capacity within such 30-day period, Grantor shall then have all rights to declare title forfeit by recording a deed of forfeiture or such other process as may be required by law, whereupon title to the described property shall revert to the Grantor, free and clear of any and all claims or encumbrances of the Grantee.
- (2) Grantee's title shall be subordinate to the reserved easements described above. This covenant shall run with the land and in the event Grantee fails to honor such easements, Grantor shall provide Grantee 30 days written notice of the deficiency. If Grantee fails to satisfactorily honor the easement within such 30-day period, Grantor shall then have all rights to declare title forfeit by recording a deed of forfeiture or such other process as may be required by law, whereupon title to the described property shall revert to the Grantor, free and clear of any and all claims or encumbrances of the Grantee.

Title to the described real property shall vest in the Grantee upon recording this instrument, subject to the reservation of easements and the right of reverter described above, 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 title against all acts of the Grantor herein, and no other, subject to the matters and covenants set forth in this instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

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

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John D. Simonton  
City Administrator

Attest:

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Lynda L. Bushong  
City Clerk

Approved as to form:

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Richard W. Files  
City Attorney

**Acceptance with Right of Reverter**

Bill Alexander Ford Lincoln Mercury, Inc.

By: 

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Ryan Hancock  
President

### Acknowledgements

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: \_\_\_\_\_  
Notary

State of Arizona        )  
                                  )ss  
County of Yuma        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by Ryan Hancock, President, on behalf of Bill Alexander Ford Lincoln Mercury, Inc., an Arizona corporation.

My Commission Expires: \_\_\_\_\_  
Notary

**Exhibit A**  
**Legal Description**  
**Bonanza Avenue**

A portion of the Northeast Quarter of the Northwest Quarter of Section 10, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, and being more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter Northeast Quarter of the Northwest Quarter of said Section 10,

Thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter of the Northwest Quarter a distance of 100.00' feet to a point on the said East line,

Thence Westerly along a line lying 100.00' feet South of and parallel with the North line of said Section 10 a distance of 25.00' feet to a point, also being the **True Point of Beginning**,

Thence Southerly along a line being 25.00' feet East and parallel with the East line of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter a distance of 786.81' feet to a point,

Thence Easterly a distance of 25.00' to a point on the East line of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 10,

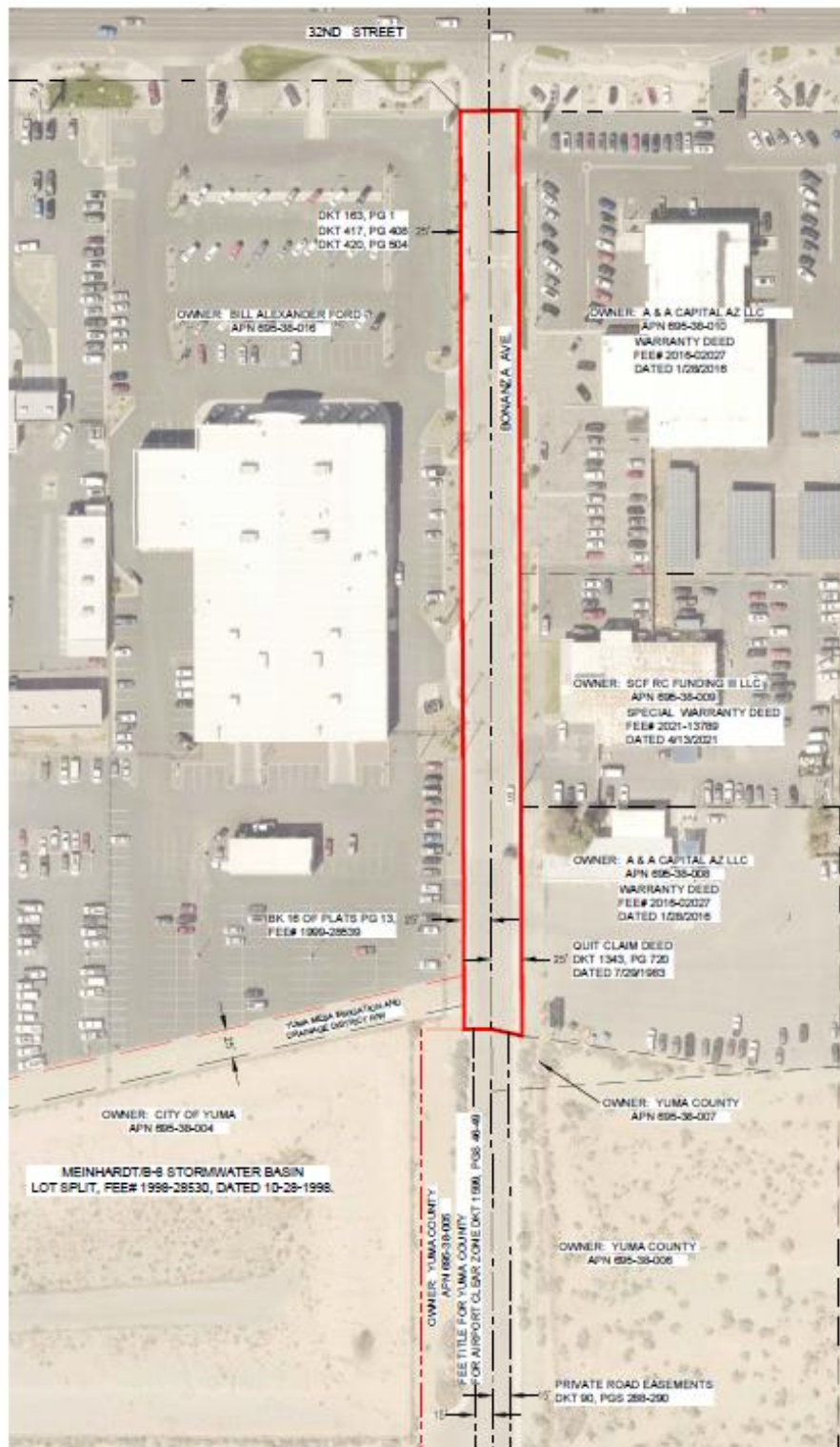
Thence Southeasterly along a line a distance of 26.00'± feet to a point,

Thence Northerly along a line being 25.00' feet East and parallel with the East line of the Northwest Quarter of the Northeast Quarter Northwest Quarter of said Section 10 a distance of 794.30' feet to a point being 100.00' South of the North line of said Section 10,

Thence Easterly along a line being 100.00' feet South and parallel with the North line of said Section 10 a distance of 50.00' feet to a point also being the **True Point of Beginning**.

Containing 0.90 of an acre more or less.

Legal Description Verified by City Engineer	Date



## EXHIBIT "A"

CITY OF YUMA  
ENGINEERING DEPARTMENT

Prepared by: JOHN NYE

NOTE: THIS MAP IS PREPARED TO SHOW  
GENERAL SITE LOCATION ONLY.

Date: 1-24-2025

SCALE: NA



**Exhibit B**  
**Legal Description**  
**Parcel “B” Basin**

Parcel B as per the MEINHARDT /B-8 STORMWATER BASIN LOT SPLIT, Fee# 1998-28530, Dated: 10-28-1998 in the Yuma County Recorder’s Office of Yuma County, Arizona. Also being located in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter, of Section 10, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

Containing 4.8028 Acres more or less.

Legal Description Verified by City Engineer	Date



RETENTION BASIN

## EXHIBIT "B"

CITY OF YUMA  
ENGINEERING DEPARTMENT

Prepared by: JOHN NYE

NOTE: THIS MAP IS PREPARED TO SHOW  
GENERAL SITE LOCATION ONLY.

Date: 1-24-2025  
SCALE: 1"=100'

