

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING AN AGREEMENT TO DONATE EASEMENT AND WAIVER OF APPRAISAL AND COMPENSATION, AND DEED OF EASEMENT FROM F & M, LLC

WHEREAS, on October 29, 2015, an Agreement to Donate Easement and Waiver of Appraisal and Compensation ("Agreement"), and Deed of Easement for roadway and public utility purposes ("Easement") were executed by F & M, LLC ("Grantor") copies of which are attached hereto as Exhibits A and B, respectively; and

WHEREAS, it is in the best interests of Pinal County that the Agreement and Easement be accepted by the Pinal County Board of Supervisors for roadway and public utility purposes.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Agreement and Easement are hereby accepted.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2015, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

**EXHIBIT A
TO
RESOLUTION NO. _____**

[Agreement to Donate Easement and Waiver of Appraisal and Compensation]

See following pages.

When recorded return to:
Pinal County Board of Supervisors
PO Box 827
Florence, AZ 85232

AGREEMENT TO DONATE EASEMENT
AND WAIVER OF APPRAISAL AND COMPENSATION

This Agreement made and entered into this 29th day of October, 2016, by and between F & M LLC., an Arizona limited liability company, hereinafter referred to as "Donor (s)" and **PINAL COUNTY**, a political subdivision of the State of Arizona, hereinafter referred to as "Donee".

WITNESSETH:

WHEREAS, Donor (s) are the owners of real property, parcel 511-37-023A, legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Donor (s) desire to donate an easement for roadway and public utilities, upon, over, across, in, through and under the real property legally described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein,

IT IS HEREBY AGREED:

1. The above recitals are incorporated herein and made part of this agreement.
2. Donor (s) will donate to the Donee an easement as described in the attached Exhibit "A", not limited to, construction, operation, maintenance and repair of said easement for roadway and public utilities, and all incidentals thereto, upon, over, across, in, through and under Donor's property.
3. Donor (s) having been fully informed of the right to have an appraisal performed to establish the value the property being conveyed by Donor (s) to Donee and to receive just compensation for such property based upon an appraisal, agree that the decision to donate said easement was made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

4. Upon presentation of Easement Deed to Donor (s) by Donee's agents or representatives, Donor (s) will execute said deed conveying said easement described in the attached Exhibit "A" to Donee.
5. Donee will indemnify, save and hold harmless Donor (s) from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description arising out of any error, fault, mistake, negligent act or omission by Donee, its employees, agents or representatives due to construction, maintenance and repair by Donee, its employees, agents or representatives within the subject easement.
6. Donee will not be responsible for any negligent acts of Donor (s).
7. All provisions herein shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the parties hereto.

DONOR (s)



By: MAJID AROONI

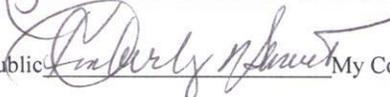
owner

Title: _____



STATE OF ARIZONA)
) ss.
 COUNTY OF ~~PINAL~~ Maricopa)

THIS INSTRUMENT was acknowledged before me this 29th day of October, 2016,
 by Majid Arooni as owner for F & M LLC.

Notary Public  My Commission Expires: 11/19/2017

DONEE: PINAL COUNTY, a political subdivision of the State of Arizona.

Dated: _____

By : _____

Chair Pinal County Board of Supervisors

ATTEST:

Deputy Clerk of the Board

APPROVED TO FORM:



Deputy County Attorney

EXHIBIT A

MT VIEW ESTATES ACCESS RD

DESCRIPTION

THAT PORTION OF PARCEL 1 (APN 511-37-023A) AS SHOWN ON RECORD OF SURVEY, MINOR LAND DIVISION RECORDED IN BOOK 22, PAGE 273 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA FROM WHICH A 1/2 INCH REBAR MARKING THE CENTER CORNER OF SAID SECTION 24 BEARS SOUTH 00 DEGREES 21 MINUTES 19 SECONDS WEST AT A DISTANCE OF 2653.11 FEET;

THENCE SOUTH ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24, SOUTH 00 DEGREES 21 MINUTES 19 SECONDS WEST 1245.24 FEET;

THENCE LEAVING SAID MID-SECTION LINE, SOUTH 89 DEGREES 38 MINUTES 41 SECONDS EAST A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT BEARS SOUTH 05 DEGREES 05 MINUTES 10 SECONDS WEST AT A DISTANCE OF 485.00 FEET, SAID BEGINNING OF CURVE ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 47 MINUTES 37 SECONDS A DISTANCE OF 133.69 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 50 FEET NORTH OF THE SOUTH LINE OF SAID PARCEL 511-37-032;

THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 38 MINUTES 28 SECONDS EAST A DISTANCE OF 227.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF WHICH BEARS NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST AT A DISTANCE OF 485.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 15 MINUTES 55 SECONDS A DISTANCE OF 196.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF WHICH BEARS SOUTH 22 DEGREES 54 MINUTES 24 SECONDS WEST AT A DISTANCE OF 535.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 15 MINUTES 48 SECONDS A DISTANCE OF 170.54 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 40 FEET EAST OF THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24;

THENCE ALONG SAID PARALLEL LINE SOUTH 00 DEGREES 21 MINUTES 19 SECONDS WEST A DISTANCE OF 50.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10,785 SQUARE FEET OR 0.2476 ACRES, MORE OR LESS.



3 131 12018
10 15 2018

EXHIBIT B
MT VIEW ESTATES ACCESS RD
DETAIL

N. 1/4 CORNER,
SEC. 24,
T7S, R6E,
FND. RBR

2653.11'
1245.24'

L=170.54, R=535.00
D=18° 15' 48"

L=133.69, R=485.00
D=15° 47' 37"

L=196.94, R=485.00
D=23° 15' 55"

CONTAINING:
0.2476 ACRES OR
10,785 SQUARE FEET
MORE OR LESS.

LINE #	BEARING	DISTANCE
L1	S89°38'41"E	40.00'
L2	S00°21'19"W	50.15'

A=WARRANTY DEED
DKT 1307, PG 235 PCR
B=DEED OF EASEMENT
DOC 2015-071406 PCR



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS
OPERATIONS SUPPORT BRANCH
SURVEY

COST CENTER# 60640562
FILE: MV ESTATES ACCESS.DWG
DATE: 10/18/2016



CENTER CORNER,
SEC. 24,
T7S, R6E,
FND. RBR

S05°05'10"W

50.00'

S22°54'24"W
RADIAL

N89°38'28"E 227.20'

N00°21'32"W
RADIAL



**EXHIBIT B
TO
RESOLUTION NO. _____**

[Deed of Easement]

See following page.

When recorded return to:
Board of Supervisors
Clerk of the Board
PO Box 827
Florence, AZ 85232

DEED OF EASEMENT

EXEMPT: A.R.S. §11-1134 (A)(2)

KNOW ALL MEN BY THESE PRESENTS:

That, F & M LLC., an Arizona limited liability company, Grantor (s), does hereby grant and convey to **PINAL COUNTY**, a political subdivision of the State of Arizona, Grantee, a perpetual right and easement to run with the land for roadway and public utility purposes, including, but not limited to, construction, operation, maintenance and repair of roadway, and all incidentals thereto, upon, over, across, in, through and under that certain parcel of land situated in Pinal County, Arizona, and described in the Exhibit "A" attached hereto and made a part hereof.

Grantor (s) agrees that the terms, conditions, restrictions and purposes of this easement will be inserted by Grantor (s) in any subsequent deed or other legal instrument by which Grantor (s) are divested of either the fee simple title to, or of Grantors' possessory interest in, the subject land underlying this easement interest.

All provisions herein shall be binding upon the heirs, successors and assigns of the parties hereto.

The Grantor hereby binds itself and its heirs and successors to warrant and defend the title of the above-described property.

DATED this 29 day of October, 2016.

GRANTOR (S)

[Signature]

By: MAJID ARCONI

Title: owner



STATE OF ARIZONA)
 Maricopa) ss.
COUNTY OF PINAL)

THIS INSTRUMENT was acknowledged before me this 29th day of October, 2016, by Majid Arconi as owner for F & M LLC.

[Signature]
Notary Public

11/19/2017
My Commission Expires:

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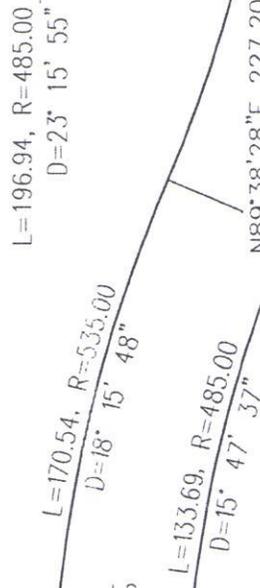


3 131 12016
10/18/2016

EXHIBIT B
MT VIEW ESTATES ACCESS RD
DETAIL

N. 1/4 CORNER,
SEC. 24,
T7S, R6E,
FND. RBR

2653.11'
1245.24'



CONTAINING:
0.2476 ACRES OR
10,785 SQUARE FEET
MORE OR LESS.

S05°05'10"W
S00°21'19"W

CENTER CORNER,
SEC. 24,
T7S, R6E,
FND. RBR



LINE #	BEARING	DISTANCE
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