



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: July 7, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Majid Movahed Mansoori and Roshanak Farajzadeh Jahani

Project Title/Description:

Floodprone Land Acquisition Program

Purpose:

Acquisition of Floodprone Land

Procurement Method:

Donation of Real Property

Program Goals/Predicted Outcomes:

Acquisition of Floodprone Land

Public Benefit:

Provide a service to acquire Floodprone Land

Metrics Available to Measure Performance:

Retroactive:

N/A

Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 15*562

Effective Date: 7/7/2015 Termination Date: 7/7/2020 Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount: \$ 1,000.00

☐ Revenue Amount: \$ _____

Funding Source(s): Tax Levy

Cost to Pima County General Fund: None

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

*To: COB - 6-24-15 (1)
 Ver. 1
 Pgs - 13*

Procure Dept 06/24/15 PM09:06

Contact: Bill Satterly

Department: Public Works - Real Property Division

Telephone: 520-724-6318

Department Director Signature/Date: [Signature]

6-18-2015

Deputy County Administrator Signature/Date: [Signature]

6/23/15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

[Signature] 6/23/15



structures and improvements situated thereon, if any (hereinafter collectively referred to as the "**Property**");

2.2. Donor desires to donate the Property to Donee; and

2.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

3. **Donation.**

3.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

3.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

3.3. Donor acknowledges and agree that the decision to donate the Property 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. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of

the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

4.4. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

4.5. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

5. **Donor's Covenants.**

5.1. No Salvage. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

5.3. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

4. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or as of Closing will be, no personal property located on Property.

5. **Closing.**

5.1. Closing. The Closing shall take place after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

5.2. Prorations. The date of closing shall be used for proration of rents, property taxes and other similar costs; assessments due for improvement districts shall be paid in full by the Donor prior to closing; and property taxes shall be prorated based upon the date of closing.

5.3. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

5.3.1. an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit**

C attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

5.3.2. one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

5.3.3. possession of the Property.

5.4. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs are expected to be as follows:

\$ <u> 0.00</u>	Acquisition Amount
\$ <u> 1,000.00</u>	Estimated County Closing Costs
\$ <u> 1,000.00</u>	TOTAL NOT TO EXCEED AMOUNT

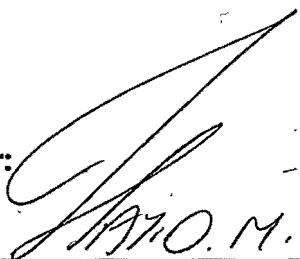
6. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

7. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

8. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

The Parties have signed this Agreement on the dates set forth below.

Donor:


MAJID M. MANSOORI

Majid Movahed Mansoori

05/05/2015

Date


Roshanak Farajzadeh Jahani

05/05/2015

Date

Regional Flood Control District, a taxing authority of the State of Arizona

Chair, Board of Directors of the Pima County Flood
Control District

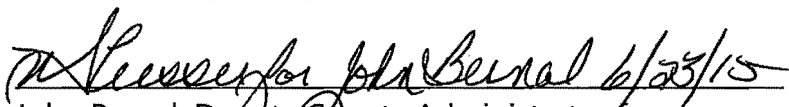
Date

ATTEST:

Robin Brigode, Clerk of Board of Directors of the Pima
County Flood Control District

Date

APPROVED AS TO CONTENT:


John Bernal, Deputy County Administrator for
Public Works


Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:


Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: 208-63-006H

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:
(Parcel V)

The West 182.22 feet of the following described property:

That portion of Section 34, Township 15 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point from which the North quarter Section corner of Section 34 bears North 0 degrees 45 minutes 53 seconds West, 427.99 feet and South 88 degrees 00 minutes 00 seconds West, 474.73 feet;

THENCE from said POINT OF BEGINNING, South 0 degrees 45 minutes 53 seconds East, 478.01 feet;

THENCE South 87 degrees 58 minutes 39 seconds West, 911.11 feet;

THENCE North 0 degrees 45 minutes 53 seconds West, 478.42 feet;

THENCE North 88 degrees 00 minutes 12 seconds East, 911.10 feet to the POINT OF BEGINNING.

(jv arb: 328)

PARCEL 2:

An easement for ingress and egress and utilities over the Southerly 15 feet of the following described property:

That portion of Section 34, Township 15 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point from which the North quarter Section corner of Section 34 bears North 0 degrees 45 minutes 53 seconds West, 427.99 feet and South 88 degrees 00 minutes 00 seconds West 474.73 feet;

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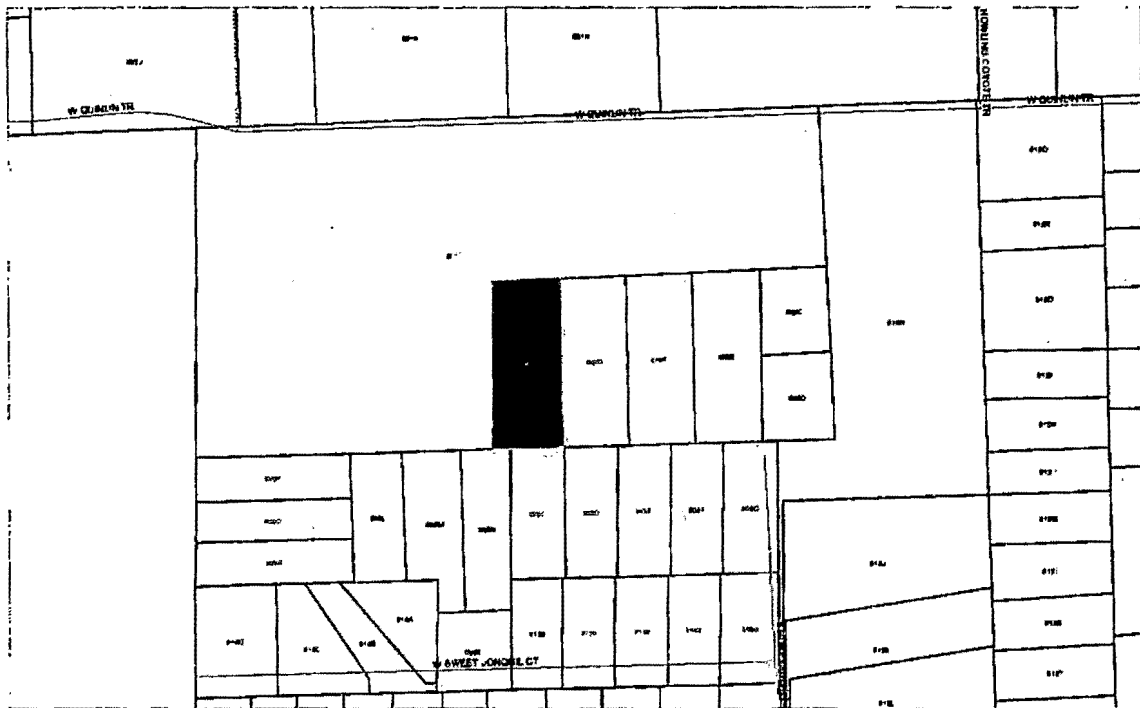
EXCEPT that portion conveyed in Deeds recorded in Docket 12164, page 176 and in Docket 12939, page 1593.

AND FURTHER EXCEPT any portion lying within Parcel 1 above.

Exhibit "A-1"

Majid Movahed Monsoori and Roshanak Farajzadeh Jahani

SECTION 34
TOWNSHIP 15 SOUTH
RANGE 10 EAST



Parcels: 208-63-006H


 N	Pima County Public Works Administration Real Property Services	
	DRAWING NOT TO SCALE	DATE: April 23, 2015

Exhibit B

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 01503-1469- Amendment No. 1

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the second half 2014.
 - 1A. Taxes and assessments collectible by the County Treasurer not yet due and payable of the Year 2015.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
5. Any easements or rights of way disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.
6. Easement for ingress, egress and utilities, and rights incident thereto, as set forth in instrument recorded in Docket 7630, page 1600 and re-recorded in Docket 11127, page 2578.
7. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 10541 pages 290 and 292.
8. Matters as disclosed by instrument entitled Three Points Fire District Boundary Description as of 10/26/99 recorded in Docket 11178, page 692
9. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 11614, pages 711 and 714 .
10. Provisions within Resolution No 1999-226, Relating to Housing and Infrastructure Systems; Designating The Area Known as the Community of Three Points as a Colonia recorded in Docket 11171, page 1692
11. Provisions within Resolution No. 2001-259, Authorizing an Extension of the Area of the Franchise Granted to Thim Utility Company recorded in Docket 11931, page 4071
12. Provisions within Resolution No. 2003-64, Authorizing a Franchise Granted To Thim Utility Co. recorded in Docket 12028, page 5344

Exhibit B (con't)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 01503-1469- Amendment No. 1

- 13. Matters as disclosed by survey attached to instrument recorded in Docket 12638, page 30**
- 14. Reserving an easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 12965, page 309.**
- 15. Matters as disclosed by Affidavit of Disclosure recorded in Docket 12965, pages 312 and 323**
- 16. The lack of a legal right of access recorded in insurable form to and from said land to a public street.**

NOTE: It appears the easement described in Schedule A does not connect to a dedicated road or right of way.

Exhibit C

SPECIAL WARRANTY DEED

For valuable consideration, I or we, _____ an Arizona LLC, an (Arizona) corporation, a single/married man/woman, in his/her sole and separate right husband/wife ("Grantors"), do hereby convey to Pima County (Flood Control District), a political subdivision of the State of Arizona the following described property situate in Pima County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND ATTACHED EXHIBIT "A-1" FOR DEPICTION

SUBJECT TO all matters of record.

And the Grantor hereby binds itself and its successors to warrant the title against all acts of the Grantor herein and no other, subject only to matters above set forth.

Dated this _____ day of _____, 20____.

By: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____ of _____.

Notary Public

My Commission Expires:

EXEMPTION: A.R.S. §11-1134-A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent:	File #:	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

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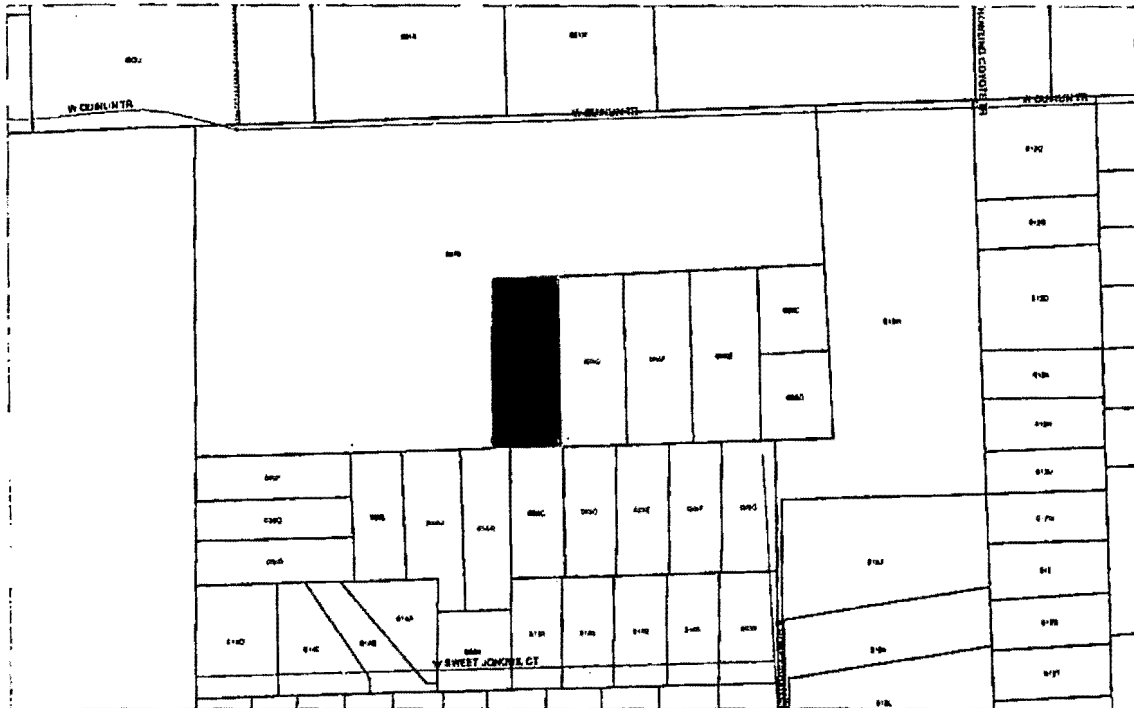
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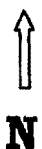
Exhibit "A-1"

Majid Movahed Monsoori and Roshanak Farajzadeh Jahani

SECTION 34
TOWNSHIP 15 SOUTH
RANGE 10 EAST



Parcels: 208-63-006H

	Pima County Public Works Administration Real Property Services	
	DRAWING NOT TO SCALE	DATE: April 23, 2015