



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
AGENDA

Wednesday, December 21, 2022

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

- * A. Discussion/approval/disapproval of Minutes from November 2, 2022, and November 16, 2022, Board of Directors Flood Control District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Lease Termination Agreement between Pinal County Flood Control District (Landlord) and Pan de Vida Foundation (Tenant) at 5488 E. Skyline, San Tan Valley, AZ 85140. Lessee desires to terminate lease. Supervisor District #2. (FL16-002B) (Joe Ortiz/Andrew Smith)
- * C. Discussion/approval/disapproval of a Purchase Agreement in the amount of \$32,000 payable to Petru and Valentina Pavel, husband and wife for the full purchase of parcel numbers 511-61-2540 and 511-61-2550 in Arizona City. Parcels are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area on Henness and Loma Vista. Supervisor District #4. (FL22-011) (Joshua Plumb/Andrew Smith)
- * D. Discussion/approval/disapproval of a Purchase Agreement in the amount of \$190,800 payable to Granite Mine LLC., for full purchase of parcels 511-63-2180, 511-63-2190, 511-63-2200, 511-63-2230, 511-63-2240, and 511-63-2250 in Arizona City an unincorporated area of Pinal County. Parcels are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area of Henness and Loma Vista. Supervisor District #4. (FL22-012) (Joshua Plumb/Andrew Smith)
- * E. Discussion/approval/disapproval and acceptance of a Warranty Deed from Granite Mine LLC, for full conveyance of parcels 511-63-2180, 511-36-2190, 511-63-2200, 511-63-2230, 511-63-2240, and 511-63-2250 which are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the unincorporated area of Arizona City, Pinal County. Supervisor District #4. (FL22-013) (Joshua Plumb/Andrew Smith)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT <https://pinal.novusagenda.com/AgendaPublic/>)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Meeting Notice of Posting



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 21, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from November 2, 2022, and November 16, 2022, Board of Directors Flood Control District Meetings. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History	Who	Approval
Time		

ATTACHMENTS:

Click to download
<input type="checkbox"/> Minutes FCD 11.02.2022
<input type="checkbox"/> Minutes FCD 11.16.2022



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, November 2, 2022
1:57 PM**

BOARD OF DIRECTORS

Chairman Jeffrey McClure
Director, District 4

Vice-Chairman Jeff Serdy
Director, District 5

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All presentations are attached to the Agenda at:
[Click Here to View the Flood Control District Agenda](#)

and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

The Pinal County Flood Control District Board of Directors convened at 1:57 p.m. this date. The meeting was called to order by Chairman McClure.

Members Present: Chairman Jeffrey McClure; Vice-Chairman Jeff Serdy; Director Kevin Cavanaugh, Director Mike Goodman; Director Stephen Q. Miller

Staff Present: Deputy County Manager, MaryEllen Sheppard; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman McClure asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Item A

Motion Made By: Supervisor Miller

Seconded By: Supervisor Goodman

To approve Consent Agenda Item A.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

- * A. Discussion/approval/disapproval of Award Agreement LPDM-PJ-AZ-2022-001/EMF-2022- PD-0003 between the Arizona Department of Emergency and Military Affairs, Division of Emergency Management and Pinal County Public Works, through the Pinal County Board of Supervisors beginning September 30, 2022, ending September 29, 2025, in the amount of \$506,250. Minimum match requirement is \$168,750. This grant will be used by the Flood District to construct four (4) 10’X8’ reinforced concrete box culverts and an elevated roadway across the channel at Christensen Rd. and the Lower Magma Channel. Supervisor District #1. (FL22-008) (Christopher Wanamaker/Andrew Smith)

1:59 p.m. – Chairman McClure adjourned the November 2, 2022, Pinal County Flood Control District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

**PINAL COUNTY
FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS**

Jeffrey McClure, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: December 21, 2022



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, November 16, 2022
2:05 PM**

BOARD OF DIRECTORS

Chairman Jeffrey McClure
Director, District 4

Vice-Chairman Jeff Serdy
Director, District 5

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All presentations are attached to the Agenda at:
[Click Here to View the Flood Control District Agenda](#)

and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

The Pinal County Flood Control District Board of Directors convened at 2:05 p.m. this date. The meeting was called to order by Chairman McClure.

Members Present: Chairman Jeffrey McClure; Vice-Chairman Jeff Serdy; Director Kevin Cavanaugh, Director Mike Goodman; Director Stephen Q. Miller

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman McClure asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A through C

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Miller

To approve Consent Agenda Items A through C.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

- * A. Discussion/approval/disapproval of Minutes from October 26, 2022, Board of Directors Flood Control District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the authorization of the Chairman of the Pinal County Flood Control District Board of Directors to sign the community acknowledgment section of the Letter of Map Revision (LOMR) application for the Zone AE floodplain which impacts the Queen Creek through the Town of Superior, Supervisor District #5. The LOMR submittal requests an adjustment to the limits of the AE Zone resulting from updated hydrology and topographic data. The study area is within a portion of Sections 03 and 04, Township 2 South, Range 12 East, and Section 35, Township 1 South, Range 12 East, Gila and Salt River Base and Meridian, Pinal County, Arizona. The FEMA Effective FIRM Panel for the study area is the Pinal County Panel 0741F, Map Numbers 04021C0290E and 04021C0286E, Effective Date December 4th, 2007. (FL22-009) (Joshua Plumb/Andrew Smith)
- * C. Discussion/approval/disapproval of an Intergovernmental Agreement with the City of Apache Junction and authorizing the Chair of the Pinal County Flood Control Board of Directors to execute the agreement. The purpose of this agreement is to define the first phase design responsibilities in regard to the Flood Control Improvements proposed along Weekes Wash within the City of Apache Junction. Supervisor District #5. (FL22-010) (Joshua Plumb/Andrew Smith)

2:06 p.m. – Chairman McClure adjourned the November 16, 2022, Pinal County Flood Control District Board of Directors Meeting and convened the Pinal County Public Health Services District Board of Directors Meeting.

**PINAL COUNTY
FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS**

Jeffrey McClure, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: December 21, 2022



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 21, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 68

Dept. #: 311

Dept. Name: Flood Control District

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Lease Termination Agreement between Pinal County Flood Control District (Landlord) and Pan de Vida Foundation (Tenant) at 5488 E. Skyline, San Tan Valley, AZ 85140. Lessee desires to terminate lease. Supervisor District #2. (FL16-002B) (Joe Ortiz/Andrew Smith)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There aren't any expected fiscal considerations or impacts associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There aren't any expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History	Time	Who	Approval
	12/8/2022 3:49 PM	County Attorney	Yes
	12/9/2022 11:39 AM	Budget Office	Yes
	12/9/2022 3:21 PM	County Manager	Yes
	12/13/2022 9:03 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Lease agreement](#)

[PM](#)

When recorded mail to:

**Pinal County Public Works
P.O Box 727
Florence, AZ 85232**

(The above space reserved for recording information)

Lease Agreement

DOCUMENT TITLE

The following document is being presented for recordation:

Lease Agreement Termination between Pinal County Flood Control District (Landlord) and Pan de Vida Foundation. (Tenant) at 5488 E Skyline Dr. San Tan Valley, AZ 85140

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.



N Camino Largo

N Camino Largo

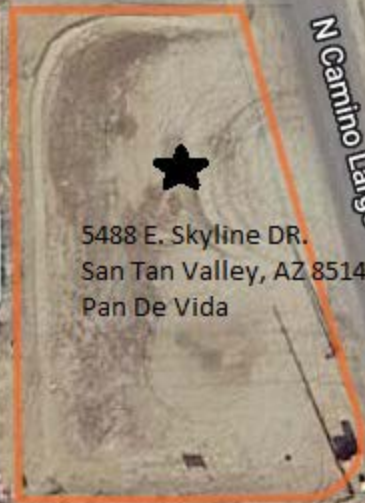
N Camino Largo

kyline Dr

E Skyline Dr

E Skyline Dr

E Skyline Dr



★
5488 E. Skyline DR.
San Tan Valley, AZ 85140
Pan De Vida



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 21, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 68

Dept. #: 311

Dept. Name: Flood Control District

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of a Purchase Agreement in the amount of \$32,000 payable to Petru and Valentina Pavel, husband and wife for the full purchase of parcel numbers 511-61-2540 and 511-61-2550 in Arizona City. Parcels are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area on Henness and Loma Vista. Supervisor District #4. (FL22-011) (Joshua Plumb/Andrew Smith)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There aren't any expected fiscal considerations or impacts to General Fund associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There aren't any expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
12/7/2022 3:51 PM	County Attorney	Yes
12/8/2022 10:22 AM	Budget Office	Yes
12/8/2022 10:25 AM	County Manager	Yes
12/13/2022 9:05 AM	Clerk of the Board	Yes

ATTACHMENTS:

- Click to download
- [Purchase agreement](#)
 - [PM](#)

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

N/A The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees, or charges to be paid to the homeowners' association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

X The Escrow Agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

X The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

X The Escrow Agent is to withhold **\$0.00** as a cost to cure and/or site-clearance deposit pending satisfactory delivery of the subject property to the PCFCD by the Grantor. The cost to cure and/or site-clearance is described as N/A. PCFCD will make written authorization to the Escrow Agent for disbursement of the cost to cure and/or site-clearance deposit in accordance with this agreement, after PCFCD acceptance of delivery and possession of the subject property.

N/A The Grantor is to notify the PCFCD, of the date Grantor intends to vacate the subject property.

N/A If cost-to-cure moneys have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the PCFCD, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the PCFCD to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this paragraph.

X The PCFCD will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the PCFCD and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the PCFCD and the final filing and recording of the documents.

X The Escrow Agent shall request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

X The Escrow Agent shall furnish the PCFCD a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the PCFCD".

N/A If the PCFCD is acquiring only a portion of Grantor's property, then Grantor grants to the PCFCD, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent PCFCD-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of PCFCD's project.

X It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the PCFCD.

X PCFCD is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

- 1. I am am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
- 2. Well(s) Yes No **Well Registration No(s):** 55-_____
- 3. Irrigation Water Rights Yes No **IGR Number:** 58-_____
- 4. Well is located within the acquisition area, outside the acquisition area.

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to PCFCD.

- 5. Yes . No Addendum attached hereto and made part hereof.
- 6. Notice of Pending Sale pursuant to A.R.S 33-1806.

GRANTOR: Petru Pavel and Valentina Pavel, husband and wife, as community property with full right of survivorship.


Signature

Date: 11/28/22


Signature

Date: 11/28/22

GRANTEE: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona

By: _____
Jeffrey McClure, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: _____
Escrow Officer Date

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

- 1. I am am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
- 2. Well(s) Yes No **Well Registration No(s):** 55-_____
- 3. Irrigation Water Rights Yes No **IGR Number:** 58-_____
- 4. Well is located within the acquisition area, outside the acquisition area.

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to PCFCD.

- 5. Yes . No Addendum attached hereto and made part hereof.
- 6. Notice of Pending Sale pursuant to A.R.S 33-1806.

GRANTOR: Petru Pavel and Valentina Pavel, husband and wife, as community property with full right of survivorship.

GRANTEE: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona



Signature

By: _____
Jeffrey McClure, Chairman of the Board

Date: 11/28/22

Date: _____



Signature

ATTEST:
By: _____
Clerk of the Board

Date: 11/28/22

APPROVED AS TO FORM:
By: _____
Deputy County Attorney

Accepted: Jason Bryant 12-6-2022
Escrow Officer Date

Exhibit A

DESCRIPTION

THE PROPERTY DESCRIBED IN QUIT-CLAIM DEED RECORDED AS FEE NUMBER 2020-000573 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID QUIT-CLAIM DEED AS FOLLOWS:

LOT 254, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



EXP. 3/31/2024

Exhibit A - continued

DESCRIPTION

THE PROPERTY DESCRIBED IN QUIT-CLAIM DEED RECORDED AS FEE NUMBER 2020-000573 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID QUIT-CLAIM DEED AS FOLLOWS:

LOT 255, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



Exp. 3/31/2024

511-61-254

PAVEL PETRU & VALENTINA

W LOMA VISTA DR

NAP

511612520

511612530

**Parcel #:
511-61-254**

511612550

511612560

Page 22 of 50

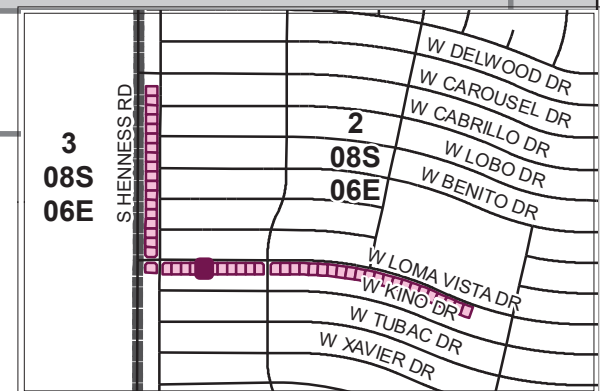
511612470

511612460

511612450

PAGE 22 of 50

Page 21



511-61-255

PAVEL PETRU & VALENTINA

W LOMA VISTA DR

NAP

511612530

511612540

**Parcel #:
511-61-255**

511612560

511612570

Page 23 of 50

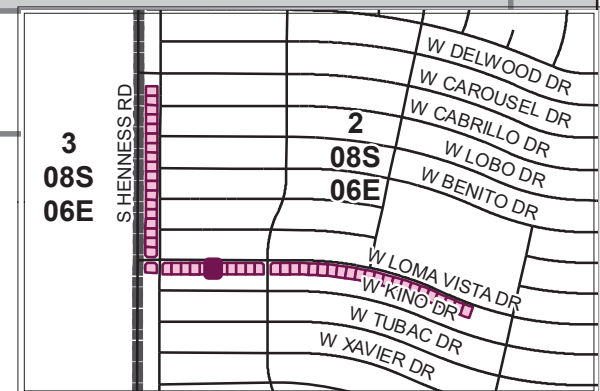
511612460

511612450

511612440

PAGE 23 of 50

Page 22





PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 21, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 68

Dept. #: 311

Dept. Name: Flood Control District

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of a Purchase Agreement in the amount of \$190,800 payable to Granite Mine LLC., for full purchase of parcels 511-63-2180, 511-63-2190, 511-63-2200, 511-63-2230, 511-63-2240, and 511-63-2250 in Arizona City an unincorporated area of Pinal County. Parcels are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area of Henness and Loma Vista. Supervisor District #4. (FL22-012) (Joshua Plumb/Andrew Smith)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There are no expected fiscal impacts to this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts of this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
12/8/2022 3:50 PM	County Attorney	Yes
12/9/2022 11:41 AM	Budget Office	Yes
12/9/2022 3:21 PM	County Manager	Yes
12/13/2022 9:08 AM	Clerk of the Board	Yes

ATTACHMENTS:

- Click to download
- [Purchase agreement](#)
 - [PM](#)

Pinal County Public Works Department
Real Estate Section

PURCHASE AGREEMENT

Title Company Security Title Agency
Address 2415 E. Camelback Rd
City Phoenix, AZ State AZ
Escrow Officer Jason Bryant
Escrow No. 15220340- 015-AA-SW
Grantor Granite Mine LLC. Contact Name: Charles Darrah
Address 12815 W. Harvest CT Wichita, KS 67235
Phone/Fax/Mobile 303-263-5034 Fax: _____ Email: cbdarrah@charlesdarrah.com

Date 11/10/22
(to be completed by Title Company, if applicable)
Zip Code _____
Phone/Email 602-230-6297 Email: Jbryant@securitytitle.com
Fax No. _____

Grantee: PINAL COUNTY

Mailing Address: Pinal County Public Works Dept., Attn: Cindy Perez, Real Estate Section, P.O. Box 727, Florence, AZ 85132

Pinal County shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees	<u>0.00</u>	
Title Policy Fees	<u>0.00</u>	
TOTAL ESCROW & TITLE FEES:		<u>Paid by Flood Control Dist.</u>

Recording Fees

Deed	<u>0.00</u>	
Easement	<u>0.00</u>	
Release	<u>0.00</u>	
	<u>0.00</u>	
	<u>0.00</u>	
TOTAL RECORDING FEES:		<u>Paid by Flood Control Dist.</u>

Other Charges

Release Fees	<u>0.00</u>	
SRVWUA Fee	<u>0.00</u>	
Prorated Taxes/Dates	<u>0.00</u>	
	<u>0</u>	
TOTAL OTHER CHARGES:		<u>Paid by Flood Control Dist.</u>

Subtotal Fees \$0.00

Title Report Credit	<u>\$0.00</u>
Total Closing Costs	<u>\$0.00</u>
	<u>0.00</u>

Total Purchase of Parcel(s)	
APN # 511-63-2180, 2190, 2200, 2230, 2240, and 2250,	<u>\$190,800.00</u>
Total Purchase Price	<u>\$190,800.00</u>
TOTAL WARRANT**	<u>\$190,800.00</u>

* Escrow and title policy fees based on this amount only.
**Sum of "Total Closing Costs" and "Total Purchase Price" only.

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

Total Acquisition of Grantor's Property: Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

Partial Acquisition of Grantor's Property: Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of Pinal County, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within Pinal County's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

Easement(s): Consent to easement(s) by secured party(ies).

Other Disbursements:

Security Deposits and Prepaid Rents, if Applicable: Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

Possession Date: Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes No

Entry Agreement*** Yes No

*** If yes, PCFCD shall pay statutory interest on the "Total Purchase Price" from _____ to the close of escrow/date of recording directly to Grantor by separate warrant.

Special Instructions/Information:

THE GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE in a certain conveyance dated _____ described in Exhibit "A" attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the Pinal County by and through Pinal County Public Works Department; title to said property to pass upon the acceptance of delivery and possession by Pinal County.

PROJECT: AZ City Flood Project SECTION: Henness Road /Loma Vista Dr.
PROJECT NUMBERS: Pinal County Project # 60685002

PARCELS: 511-63-2180, 511-63-2190, 511-63-2200
PARCELS: 511-63-2230, 511-63-2240, 511-63-2250

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees, or charges to be paid to the homeowners' association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

The Escrow Agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

The Escrow Agent is to withhold \$0 as a cost to cure and/or site-clearance deposit pending satisfactory delivery of the subject property to the PINAL COUNTY FLOOD CONTROL DISTRICT (hereinafter "PCFCD") hereinafter by the Grantor. The cost to cure and/or site-clearance is described as N/A. The PCFCD will make written authorization to the Escrow Agent for disbursement of the cost to cure and/or site-clearance deposit in accordance with this agreement, after PCFCD acceptance of delivery and possession of the subject property.

The Grantor is to notify the PCFCD, of the date Grantor intends to vacate the subject property.

If cost-to-cure moneys have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the PCFCD, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the PCFCD to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this paragraph.

The PCFCD will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the PCFCD and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the PCFCD and the final filing and recording of the documents.

The Escrow Agent shall request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

The Escrow Agent shall furnish the PCFCD a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from Pinal County".

If the PCFCD is acquiring only a portion of Grantor's property, then Grantor grants to the PCFCD, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent PCFCD-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of PCFCD's project.

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the PCFD.

The P is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding

PROJECT: AZ City Flood Project SECTION: Henness Road /Loma Vista Dr.
PROJECT NUMBERS: Pinal County Project # 60685002

PARCELS: 511-63-2180, 511-63-2190, 511-63-2200
PARCELS: 511-63-2230, 511-63-2240, 511-63-2250

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

- 1. I am am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
- 2. Well(s) Yes No **Well Registration No(s):** 55-
- 3. Irrigation Water Rights Yes No **IGR Number:** 58-
- 4. Well is located within the acquisition area, outside the acquisition area.

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to the COUNTY.

Yes No Addendum attached hereto and made part hereof.

Notice of Pending Sale pursuant to A.R.S 33-1806.

**GRANTOR: GRANITE MINE LLC.
BY ITS: MANAGER**


SIGNATURE

11/10/22
Date

Charles Darrah
PRINTED NAME

**PINAL COUNTY FLOOD CONTROL DISTRICT BOARD
OF DIRECTORS**


By: _____
Chairman of the Board of Directors Date

ATTEST:

By: _____
CLERK/DEPUTY CLERK OF THE BOARD Date

APPROVED AS TO FORM:

By: _____
Deputy County Attorney Date

Accepted: 
Escrow Officer 12/1/22
Date

PROJECT: AZ City Flood Project SECTION: Henness Road / Loma Vista Dr
PROJECT NUMBERS: Pinal County Project # 60685002

PARCELS: 511-63-2180, 511-63-2190, 511-63-2200
PARCELS: 511-63-2230, 511-63-2240, 511-63-2250

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 10, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 225, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



Exp. 3/31/2024

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 224, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 223, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 220, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



Exp. 3/31/2024

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 219, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



Exp. 3/31/2025

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 218, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



Exp. 3/31/2024

511-63-218

GRANITE MINE LLC

511632170

511633840

51144086A

NAP

**Parcel #:
511-63-218**

S HENNESS RD

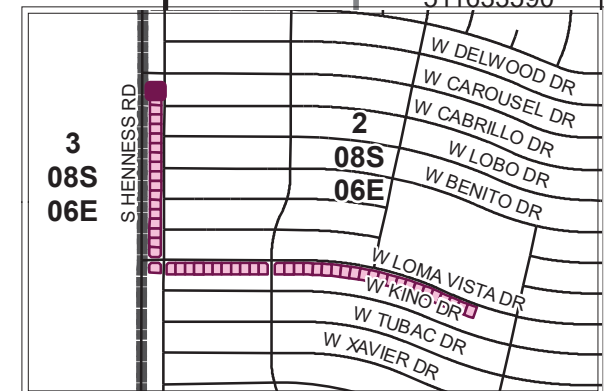
S PRIETA LINDA RD

Page 1 of 50

511633590

511632190

PAGE 1 of 50



511-63-219

GRANITE MINE LLC

511632180

511633590

Parcel #: 511-63-219

NAP

51144086A

S HENNESSY RD

S PRIETA LINDA RD

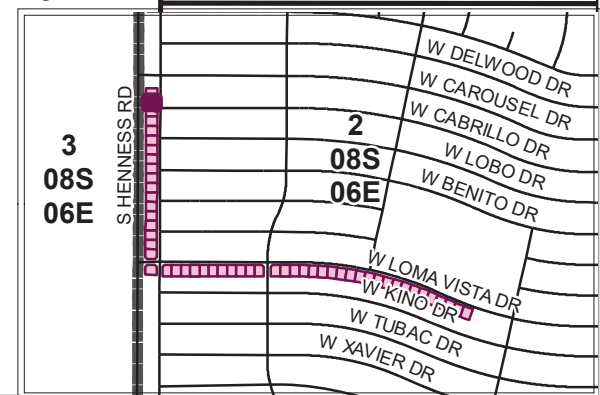
Page 2 of 50

W CABRILLO DR

511632200

PAGE 2 of 50

Page 35



511-63-220

GRANITE MINE LLC

511633590

511632190

W CABRILLO DR

NAP

51144086A

S HENNESS RD

Parcel #:
511-63-220

S PRIETA LINDA RD

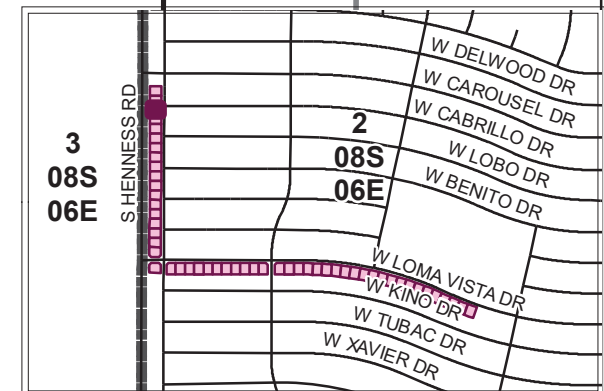
511633580

Page 3 of 50

511632210

PAGE 3 of 50

Page 36



511-63-223

GRANITE MINE LLC

511632220

511633330

W LOBO DR

51144086A

NAP

Parcel #:
511-63-223

S HENNESS RD

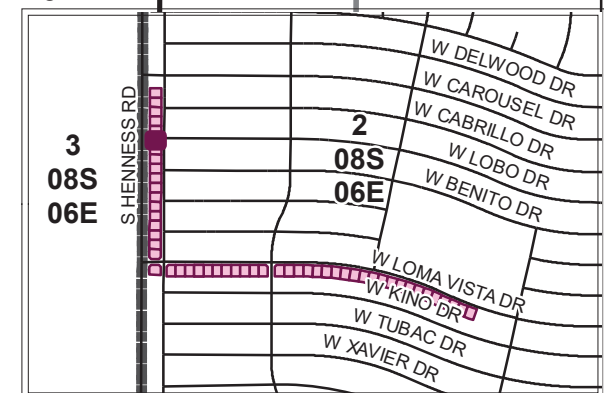
S PRIETA LINDA RD

Page 6 of 50

511632240

PAGE 6 of 50

Page 37



511-63-224

GRANITE MINE LLC

511632230

511633320

Parcel #:
511-63-224

NAP

51144086A

S HENNESSY RD

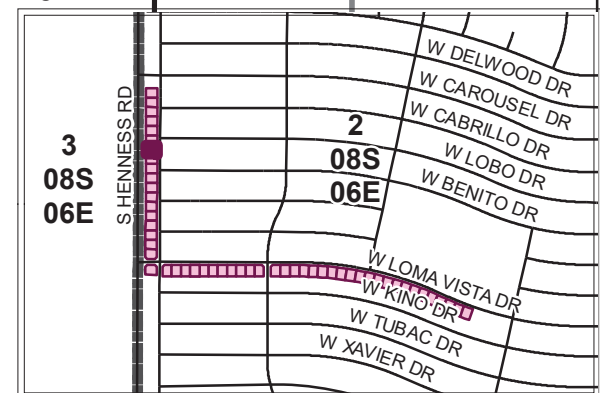
S PRIETA LINDA RD

Page 7 of 50

511632250

PAGE 7 of 50

Page 38



511-63-225

GRANITE MINE LLC

511632240

511633320

NAP

Parcel #:
511-63-225

511633070

51144086A

S HENNESS RD

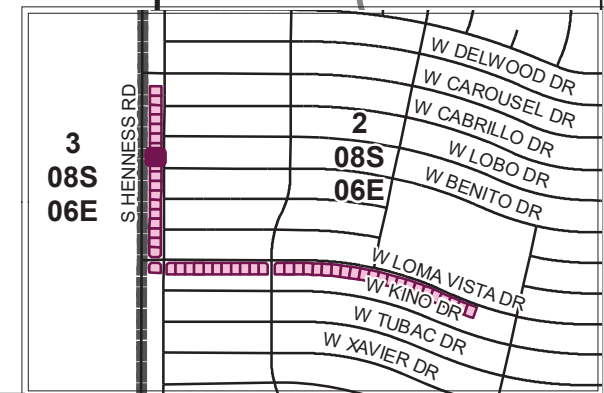
S PRIETA LINDA RD

Page 8 of 50

511632260

PAGE 8 of 50

Page 39





PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 21, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 68

Dept. #: 311

Dept. Name: Flood Control District

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval and acceptance of a Warranty Deed from Granite Mine LLC, for full conveyance of parcels 511-63-2180, 511-36-2190, 511-63-2200, 511-63-2230, 511-63-2240, and 511-63-2250 which are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the unincorporated area of Arizona City, Pinal County. Supervisor District #4. (FL22-013) (Joshua Plumb/Andrew Smith)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There are no expected fiscal impacts of this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts of this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
12/8/2022 3:50 PM	County Attorney	Yes
12/9/2022 11:42 AM	Budget Office	Yes
12/9/2022 3:18 PM	County Manager	Yes
12/13/2022 9:11 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
<input type="checkbox"/> Warranty Deed
<input type="checkbox"/> PM

WHEN RECORDED RETURN TO:
Pinal County Public Works Department
Attn: Real Estate Section
P.O. Box 727
Florence, AZ 85132

EXEMPT PURSUANT TO A.R.S. §11-1134(A)(3)

WARRANTY DEED

Parcel(s): APN(s) 511-63-2180, 511-63-2190, 511-63-2200, 511-63-2230, 511-63-2240, and 511-63-2250

Project: Henness Road/Loma Vista Drive -AZ City Flood Project

For the consideration of **\$10.00 and No/100 Dollars (\$10.00)** and other valuable consideration, **Granite Mine LLC, a Colorado Limited Liability Company ("Grantor")** and owner(s) of the Pinal County parcel(s) of land known as the Assessor Parcel Number(s) 511-63-2180, 2190, 2200, 2230, 2240 and 2250 listed above, does hereby grant and convey to **Pinal County Flood Control District**, a political subdivision of the State of Arizona ("**Grantee**"), the real property situated in Pinal County, Arizona, which is legally described in Exhibit A attached hereto and made a part hereof, together with all rights and privileges appurtenant thereto.

SUBJECT TO: current real property taxes, and all other matters of record, or matters that could be disclosed by a visual inspection or accurate survey of the real property.

Grantor warrants the title against all persons whomsoever, subject only to the matters set forth above.

GRANTEE: Pinal County, a political subdivision
of the State of Arizona

By: _____
Jeffrey McClure, Chairman of the Board

Dated: _____

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 218, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

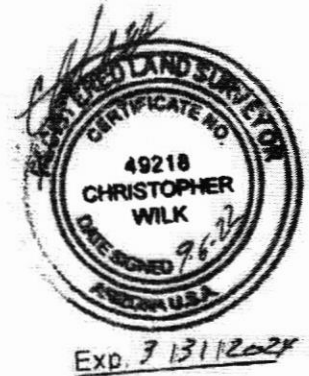


EXD. 3 | 31 | 2022

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

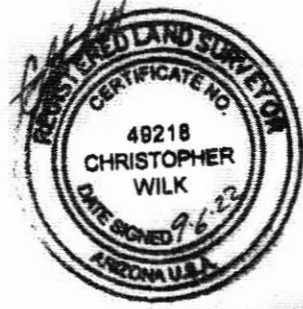
LOT 219, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 220, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

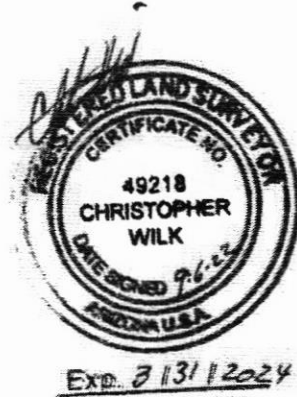


Exp. 3/31/2024

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

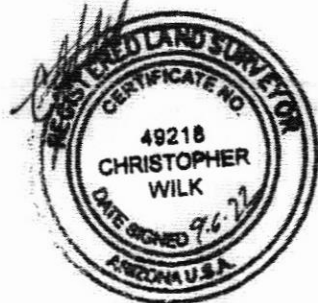
LOT 223, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 224, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

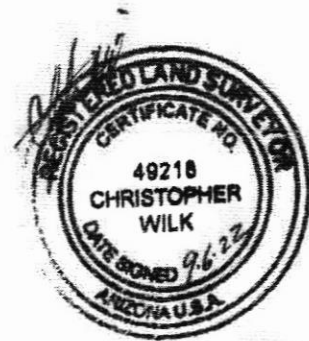


Exp. 3/31/2024

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 10, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-010780 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 225, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



Exp. 3/31/2024

511-63-218

GRANITE MINE LLC

511632170

511633840

51144086A

NAP

Parcel #:
511-63-218

S HENNESS RD

S PRIETA LINDA RD

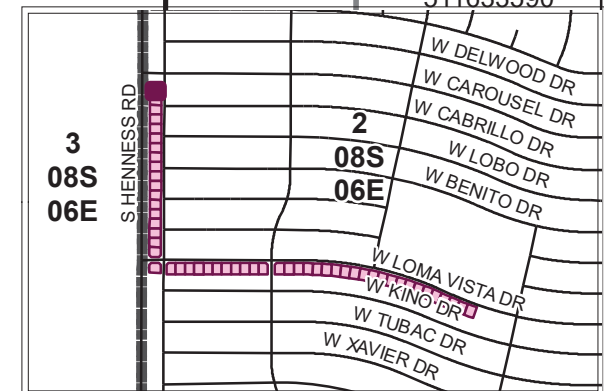
Page 1 of 50

511633590

511632190

PAGE 1 of 50

Page 50



511-63-219

GRANITE MINE LLC

511632180

511633590

Parcel #: 511-63-219

NAP

51144086A

S HENNESSY RD

S PRIETA LINDA RD

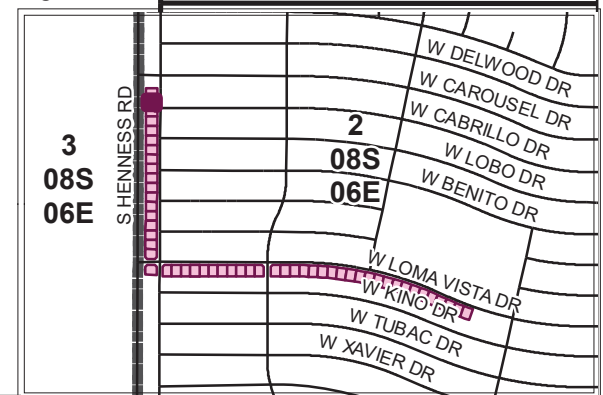
Page 2 of 50

W CABRILLO DR

511632200

PAGE 2 of 50

Page 51



511-63-220

GRANITE MINE LLC

511633590

511632190

W CABRILLO DR

NAP

51144086A

Parcel #: 511-63-220

S HENNESS RD

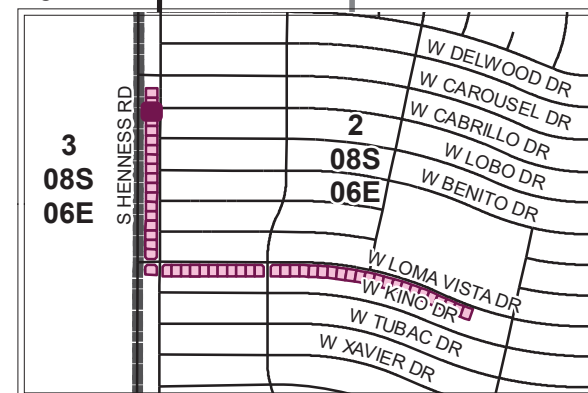
S PRIETA LINDA RD

511633580

Page 3 of 50

511632210

PAGE 3 of 50



511-63-223

GRANITE MINE LLC

511632220

511633330

W LOBO DR

51144086A

NAP

Parcel #:
511-63-223

S HENNESS RD

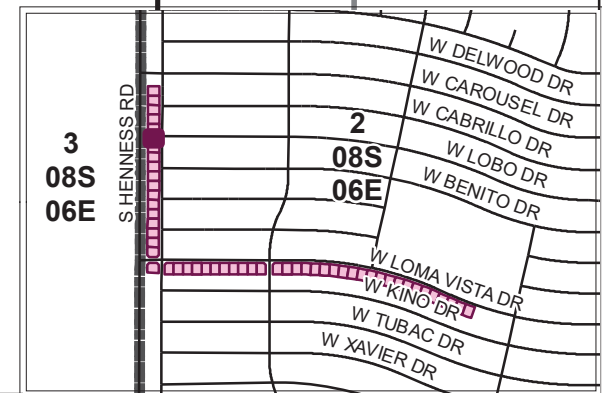
S PRIETA LINDA RD

Page 6 of 50

511632240

PAGE 6 of 50

Page 53



511-63-224

GRANITE MINE LLC

511632230

511633320

Parcel #: 511-63-224

NAP

51144086A

S HENNESSY RD

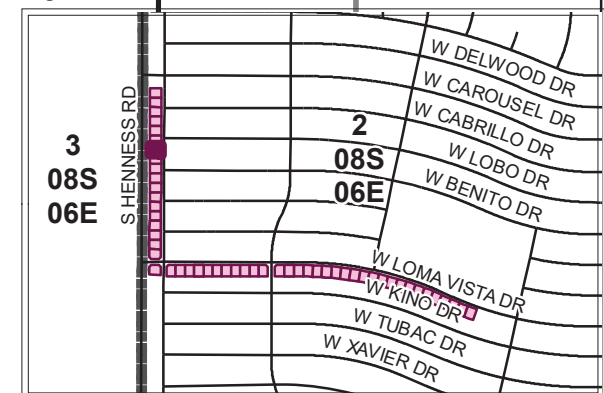
S PRIETA LINDA RD

Page 7 of 50

511632250

PAGE 7 of 50

Page 54



511-63-225

GRANITE MINE LLC

511632240

511633320

NAP

Parcel #:
511-63-225

511633070

51144086A

S HENNESSY RD

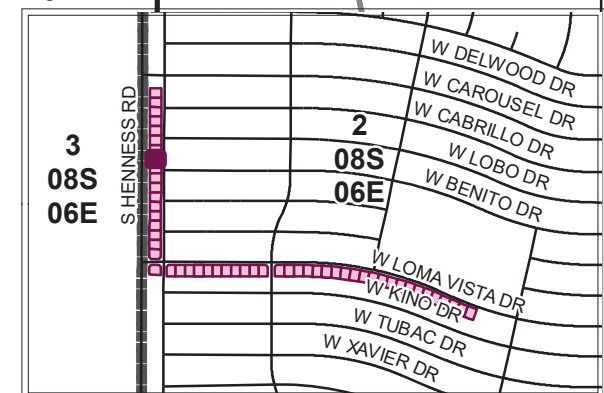
S PRIETA LINDA RD

Page 8 of 50

511632260

PAGE 8 of 50

Page 55





PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 21, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

[Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, December 21, 2022 at 9:30 a.m.** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132.

Board Meetings are broadcasted live and the public may access the meeting at <https://www.pinalcountyz.gov/bos/Pages/LiveStreaming.aspx>

Board Agendas are available at <https://pinal.novusagenda.com/AgendaPublic/>

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at ClerkoftheBoard@pinal.gov for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, December 16, 2022, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Public Health Services District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County website under Meetings located at www.pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

WITNESS my official signature and corporate seal of Pinal County, Arizona this 16th day of December, 2022.



Natasha Kennedy
Clerk of the Board
Board of Supervisors of Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068
www.pinal.gov