



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, January 4, 2023

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 Purchase Agreement in the amount of \$16,000 payable to Robert Nehrling, a single man and Pamala Schrader, a single woman, as joint tenants with rights of survivorship, for full purchase of parcel number 511-61-2530 in unincorporated area of Arizona City. Parcel is 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. (FL22-014) (Joshua Plumb/Andrew Smith)
- * B. Discussion/approval/disapproval of Purchase Agreement in the amount of \$32,000 payable to Pro-Staff Homes, Inc., for full purchase of parcel numbers 511-63-2350 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. (FL22-015) (Joshua Plumb/Andrew Smith)
- * C. Discussion/approval/disapproval of Purchase Agreement in the amount of \$31,800 payable to Mary E Jenifer, for full purchase of parcel number 511-63-2340 in unincorporated area of Arizona City. Parcel is 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. (FL22-016) (Joshua Plumb/Andrew Smith)
- * D. Discussion/approval/disapproval of Purchase Agreement in the amount of \$17,930. Payable to Elizabeth Coronado Rivera for the full purchase of parcel numbers 511-61-2700 in Arizona City. Parcels are being purchased for the construction of a regional flood control solution affecting approximately 50 parcels in the area of Henness and Loma Vista. Supervisor District #4. (FL22-017) (Joshua Plumb/Andrew Smith)

- * E. Discussion/approval/disapproval of Purchase Agreement in the amount of \$16,400 payable to JVC Marketing and Investments Group LLC, an Arizona limited liability company, for the full purchase of parcel number 511-61-2620 in the unincorporated area of Arizona City. The parcel is being purchased for the construction of a regional flood control solution affecting approximately 50 parcels in the area of Henness and Loma Vista. Supervisor District #4. (FL22-018) (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



AGENDA ITEM

January 4, 2023 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 Purchase Agreement in the amount of \$16,000 payable to Robert Nehrling, a single man and Pamala Schrader, a single woman, as joint tenants with rights of survivorship, for full purchase of parcel number 511-61-2530 in unincorporated area of Arizona City. Parcel is 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. (FL22-014) (Joshua Plumb/Andrew Smith)

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

There are no 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 are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History		
Time	Who	Approval
12/28/2022 11:35 AM	County Attorney	Yes
12/28/2022 12:16 PM	Budget Office	Yes
12/28/2022 12:21 PM	County Manager	Yes
12/28/2022 1:48 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Purchase Agreement](#)

☐ [PM](#)

Pinal County Flood Control District
PURCHASE AGREEMENT

Title Company Security Title Agency
Address 2415 E. Camelback Rd
City Phoenix, AZ State AZ
Escrow Officer Jason Bryant
Escrow No. _____
Grantor Robert Nehrling and Pamala Schrader
Address 37812 S. 96th Drive, Maricopa, AZ 85139
Phone/Fax/Mobile _____ Fax: _____ Email: _____

Date: 1/4/2023
(to be completed by Title Company, if applicable)
Zip Code 85106
Phone/Email 602-230-6297 Email: Jbryant@securitytitle.com
Fax No. _____

Grantee: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona
Mailing Address: Pinal County Public Works Dept., Attn: Cindy Perez, Real Estate Section, P.O. Box 727, Florence, AZ 85132

Pinal County Flood Control District (PCFCD) 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 FCFC</u>

Recording Fees	
Deed	<u>0.00</u>
Easement	<u>0.00</u>
Release	<u>0.00</u>
	<u>0.00</u>
TOTAL RECORDING FEES:	<u>Paid by FCFC</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 PCFCD</u>
Subtotal Fees	<u>\$0.00</u>

Title Report Credit	<u>\$0.00</u>
Total Closing Costs	<u>\$0.00</u>
	<u>0.00</u>
Total Purchase of Parcel(s)	<u>\$16,000.00</u>
APN # 511-61-2530	<u></u>
	<u></u>
	<u></u>
Total Purchase Price	<u>\$16,000.00</u>
TOTAL WARRANT**	<u>\$16,000.00</u>

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

Exhibit "A", the legal description of the parcel(s) being purchased, is attached hereto and made a part hereof.

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 PCFCD, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within PCFCD 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:**

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

PARCELS: 511-61-2530

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.

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

PARCELS: 511-61-2530

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(s): Robert Nehrling, a single man and
Pamala Schrader, a single woman, as joint tenants with
rights of survivorship.

By: Robert A. Nehrling
[Signature]
Signature

Date: 12-06-2022

By: Pamala Schrader
Pamala Schrader
Signature

Date: 12/6/22

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

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

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

PARCELS: 511-61-2530

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4. Well is located ☐ within the acquisition area, ☐ outside the acquisition area.

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GRANTOR(s): Robert Nehrling, a single man and
Pamala Schrader, a single woman, as joint tenants with
rights of survivorship.

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

By: _____

Signature

Date: _____

By: _____

Signature

Date: _____

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: Anne Troedtz
Deputy County Attorney

Accepted: _____
Escrow Officer Date

PROJECT: AZ City Flood Project SECTION: Henness Road /Loma Vista Dr. PARCELS: 511-61-2530
PROJECT NUMBERS: Pinal County Project # 60685002

Exhibit A
DESCRIPTION

THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS FEE NUMBER 2005-083673 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 253, 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

511-61-253

NEHRLING ROBERT & SCHRADER PAMALA

W LOMA VISTA DR

NAP

511612510

511612520

**Parcel #:
511-61-253**

511612540

511612550

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511612480

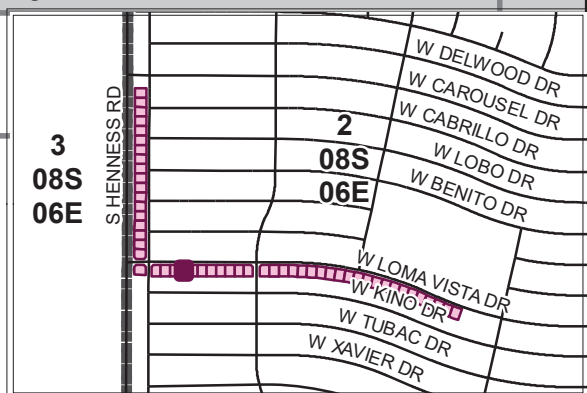
511612470

511612460

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Page 10





AGENDA ITEM

January 4, 2023 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 Purchase Agreement in the amount of \$32,000 payable to Pro-Staff Homes, Inc., for full purchase of parcel numbers 511-63-2350 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. (FL22-015) (Joshua Plumb/Andrew Smith)

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

There are no 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 are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History	Who	Approval
Time		
12/28/2022 12:37 PM	County Attorney	Yes
12/29/2022 4:15 PM	Budget Office	Yes
12/29/2022 4:20 PM	County Manager	Yes
12/29/2022 4:24 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Purchase Agreement](#)

☐ [PM](#)

Pinal County Flood Control District

PURCHASE AGREEMENT

Title Company Security Title Agency
 Address 2415 E. Camelback Rd
 City Phoenix, AZ State AZ
 Escrow Officer Jason Bryant
 Escrow No. 15220346 -015-AA-SW
 Grantor PRO-STAFF HOMES INC President David Cotter
 Address Po Box 30211 Mesa, AZ 85275-0211
 Phone/Fax/Mobile 480-655-0901 Email: prostaffhomes@hotmail.com

Date: _____
 (to be completed by Title Company, if applicable)
 Zip Code 85106
 Phone/Email 602-230-6297 Email: Jbryant@securitytitle.com
 Fax No. _____

Grantee: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona
 Mailing Address: Pinal County Public Works Dept., Attn: Cindy Perez, Real Estate Section, P.O. Box 727, Florence, AZ 85132

Pinal County Flood Control District (PCFCD) 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 FCPCD</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 FCPCD</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 PCFCD</u>

Subtotal Fees	<u>\$0.00</u>
---------------	---------------

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

<u>Total Purchase of Parcel(s)</u>	
<u>APN # 511-63-2350</u>	
	<u>\$32,000</u>
Total Purchase Price	<u>\$32,000.00</u>
TOTAL WARRANT**	<u>\$32,000.00</u>

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

Exhibit "A", the legal description of the parcel(s) being purchased, is attached hereto and made a part hereof.

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 PCFCD, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within PCFCD 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:**

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

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

PARCELS: 511-63-2350

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.

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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.

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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.

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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.

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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.

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GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

PROJECT: AZ City Flood Project SECTION: Hemmick Road / Loma Vista Dr,
PROJECT NUMBERS: Pinal County Project # 606S5002

PARCELS: 511-63-2350

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: PRO-STAFF HOMES, INC.,
Arizona Domestic For-Profit (Business) Corporation

By: David Cotter
Its: Director/President

[Signature]
Signature

Date: 12/10/22

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: [Signature]
Deputy County Attorney

Accepted: Jason Bryant 12-19-2022
Escrow Officer Date

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: PRO-STAFF HOMES, INC.,
Arizona Domestic For-Profit (Business) Corporation

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

By: David Cotter
Its: Director/President

Signature _____

Date: _____

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: Anne Troedger
Deputy County Attorney

Accepted: _____
Escrow Officer Date

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

PARCELS: 511-63-2350

511-63-235

PRO STAFF HOMES INC

511632340

NAP

51144086A

S HENNESS RD

Parcel #:
511-63-235

S PRIETA LINDA RD

511632360

W LOMA VISTA DR

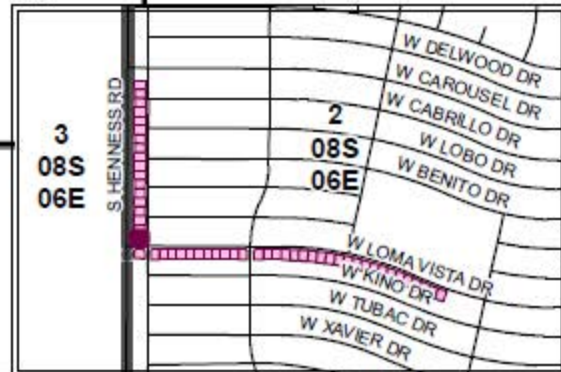
NAP

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Page 16

511610010





AGENDA ITEM

January 4, 2023 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 Purchase Agreement in the amount of \$31,800 payable to Mary E Jenifer, for full purchase of parcel number 511-63-2340 in unincorporated area of Arizona City. Parcel is 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. (FL22-016) (Joshua Plumb/Andrew Smith)

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

There are no 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 are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History	Who	Approval
Time		
12/28/2022 12:37 PM	County Attorney	Yes
12/29/2022 4:16 PM	Budget Office	Yes
12/29/2022 4:19 PM	County Manager	Yes
12/29/2022 4:20 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Purchase Agreement](#)

☐ [PM](#)

Pinal County Flood Control District

PURCHASE AGREEMENT

Title Company Security Title Agency
 Address 2415 E. Camelback Rd
 City Phoenix, AZ State AZ
 Escrow Officer Jason Bryant
 Escrow No. 15220345
 Grantor Louis S and Mary E Jenifer
 Address 162 Berwick Pl. San Ramon, CA 94583
 Phone/Fax/Mobile _____ Fax: _____ Email: _____

Date: 12-20-2022
 (to be completed by Title Company, if applicable)
 Zip Code 85106
 Phone/Email 602-230-6297 Email: JBryant@securitytitle.com
 Fax No. _____

Grantee: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona
 Mailing Address: Pinal County Public Works Dept., Attn: Mayra Madrid, Real Estate Section, P.O. Box 727, Florence, AZ 85132

Pinal County Flood Control District (PCFCD) 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 FCFCD</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 FCFCD</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 PCFCD</u>
Subtotal Fees	<u>\$0.00</u>	

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

Total Purchase of Parcel(s)	
APN # 511-63-2340	<u>\$31,800.00</u>

Total Purchase Price	<u>\$31,800.00</u>
TOTAL WARRANT**	<u>\$31,800.00</u>

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

Exhibit "A", the legal description of the parcel(s) being purchased, is attached hereto and made a part hereof.

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 PCFCD, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within PCFCD 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:**

PROJECT: AZ City Flood Project LOCATION: 13650 S Prieta Linda Rd. Arizona City, AZ 85132
 PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-63-2340

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.

PROJECT: AZ City Flood Project LOCATION: 13650 S Prieta Linda Rd. Arizona City, AZ 85132

PARCEL: 511-63-2340

PROJECT NUMBERS: Pinal County Project # 60685002

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: LOUIS S AND MARY JENIFER, joint tenants

DECEASED
Louis Summer Jenifer
5/8
Date: DECEASED
Mary S. Jenifer
Mary Elizabeth Jenifer
Date: 12/11/2022

Accepted: Jason Bryant 12-20-2022
Escrow Officer Date

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

PROJECT: AZ City Flood Project LOCATION: 13650 S Prieta Linda Rd, Arizona City, AZ 85132
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-63-2340

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

GRANTOR: LOUIS S AND MARY JENIFER, joint tenants

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

Louis Summer Jenifer

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

Date: _____

Mary Elizabeth Jenifer

ATTEST:

By: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

By: Anne Troedg
Deputy County Attorney

Accepted: _____
Escrow Officer Date

PROJECT: AZ City Flood Project LOCATION: 13650 S Prieta Linda Rd, Arizona City, AZ 85132
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-63-2340

DESCRIPTION

THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS FEE NUMBER 2004-090759 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 234, 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

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF CONTRA COSTA

MARTINEZ, CALIFORNIA

3052019112746

CERTIFICATE OF DEATH

3201907003224

STATE FILE NUMBER 3052019112746		LOCAL REGISTRATION NUMBER 3201907003224	
1. NAME OF DECEDENT - FIRST (Given) LOUIS		3. LAST (Family) JENIFER	
2. MIDDLE SUMMER		4. DATE OF BIRTH mm/dd/yyyy 09/06/1932	
5. AGE Yrs. 86		6. SEX M	
7. DATE OF DEATH mm/dd/yyyy 05/28/2019		8. HOUR PM/AM 1109	
9. BIRTH STATE/FOREIGN COUNTRY DC		10. SOCIAL SECURITY NUMBER 215-28-6529	
11. EVER IN U.S. ARMED FORCES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS/NEP at Time of Death MARRIED	
13. EDUCATION - Highest Level Completed (see worksheet on back) HS GRADUATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		14. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) AFRICAN AMERICAN	
15. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED MECHANIC		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) POSTAL	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED MECHANIC		18. YEARS IN OCCUPATION 35	
19. DECEDENT'S RESIDENCE (Street and number, or locality) 162 BERWICK PLACE		20. COUNTY/PROVINCE CONTRA COSTA	
21. CITY SAN RAMON		22. ZIP CODE 94583	
23. YEARS IN COUNTY 32		24. STATE/FOREIGN COUNTRY CALIFORNIA	
25. INFORMANT'S NAME, RELATIONSHIP MARY JENIFER, WIFE		26. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 162 BERWICK PLACE, SAN RAMON, CA 94583	
27. NAME OF SURVIVING SPOUSE/NEP - FIRST MARY		28. MIDDLE ELIZABETH	
29. LAST (BIRTH NAME) CARTER		30. BIRTH STATE MARYLAND	
31. NAME OF FATHER/NEP - FIRST LOUIS		32. MIDDLE HAMILTON	
33. LAST (BIRTH NAME) JENIFER		34. BIRTH STATE MARYLAND	
35. NAME OF MOTHER/NEP - FIRST CLARICE		36. MIDDLE MARIE	
37. LAST (BIRTH NAME) CHAPMAN		38. BIRTH STATE MARYLAND	
39. DISPOSITION DATE mm/dd/yyyy 06/11/2019		40. PLACE OF FINAL DISPOSITION MARYLAND VETERAN CEMETERY 11301 CRAIN HIGHWAY, CHELTANHAM, MD 20623	
41. TYPE OF DISPOSITION TR/BU		42. SIGNATURE OF SANDBALMER LANDIST A. HARRIS	
43. LICENSE NUMBER 9594		44. SIGNATURE OF LOCAL REGISTRAR CHRISTOPHER FARNITANO, M.D.	
45. DATE mm/dd/yyyy 06/03/2019		46. DATE mm/dd/yyyy 06/03/2019	
47. PLACE OF DEATH KAISER FOUNDATION HOSPITAL CONTRA COSTA 1425 S MAIN ST		48. CITY WALNUT CREEK	
49. CAUSE OF DEATH Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT abbreviate. IMMEDIATE CAUSE: MULTIORGAN FAILURE SEPTIC SHOCK MULTIFOCAL PNEUMONIA OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: ATRIAL FIBRILLATION		50. DEATH REPORTED TO CORONER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
51. TIME OF DEATH DYS		52. SKIPPED PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
53. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		54. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
55. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 ATRIAL FIBRILLATION		56. IF FEMALE, PREPREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
57. SIGNATURE AND TITLE OF CERTIFIER ALAN CHUAN I LEE M.D.		58. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE ALAN CHUAN I LEE M.D. 1425 S MAIN ST, WALNUT CREEK, CA 94596	
59. DATE mm/dd/yyyy 05/17/2019		60. DATE mm/dd/yyyy 05/28/2019	
61. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending <input type="checkbox"/> Could not be determined		62. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
63. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		64. INJURY DATE mm/dd/yyyy	
65. DESCRIBE HOW INJURY OCCURRED (events which resulted in injury)		66. INJURY DATE mm/dd/yyyy	
67. LOCATION OF INJURY (Street and number, or location, and city, and zip)		68. INJURY DATE mm/dd/yyyy	
69. SIGNATURE OF CORONER / DEPUTY CORONER		70. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
71. DATE mm/dd/yyyy		72. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
73. STATE REGISTRATION A B C D E		74. FAX AUTH/L CENSUS TRACT	

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Contra Costa County Recorder.

ATTEST

DATE ISSUED

OCT 15 2019

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Deputy Recorder.

001011450

JOSEPH E. CANCEMIILLA
COUNTY RECORDER

511-63-234

JENIFER LOUIS S & MARY E

511632330

511632570

51144036A

NAP

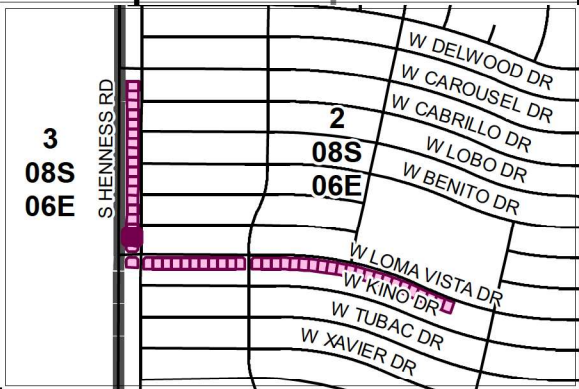
Parcel #:
511-63-234

S HENNESS RD

S PRIETA LINDA RD

511632350

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AGENDA ITEM

January 4, 2023 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 Purchase Agreement in the amount of \$17,930. Payable to Elizabeth Coronado Rivera for the full purchase of parcel numbers 511-61-2700 in Arizona City. Parcels are being purchased for the construction of a regional flood control solution affecting approximately 50 parcels in the area of Henness and Loma Vista. Supervisor District #4. (FL22-017) (Joshua Plumb/Andrew Smith)

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

There are no 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 are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
12/28/2022 12:37 PM	County Attorney	Yes
12/29/2022 4:16 PM	Budget Office	Yes
12/29/2022 4:19 PM	County Manager	Yes

ATTACHMENTS:

Click to download

☐ [Purchase Agreement](#)☐ [PM](#)

Pinal County Flood Control District
PURCHASE AGREEMENT

Title Company Security Title Agency
Address 2415 E. Camelback Rd
City Phoenix, AZ State AZ
Escrow Officer Jason Bryant
Escrow No. 15220360-015-AA-SW
Grantor Elizabeth Coronado Rivera
Address 5165 E Shadow Ln San Tan Valley, AZ 85140
Phone/Fax/Mobile 480-888-9628

Date: 12-20-2022
(to be completed by Title Company, if applicable)
Zip Code 85106
Phone/Email 602-230-6297 Email: Jbryant@securitytitle.com
Fax No. _____
Email: elizabeth.betty.coronado@gmail.com

Grantee: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona
Mailing Address: Pinal County Public Works Dept., Attn: Cindy Perez, Real Estate Section, P.O. Box 727, Florence, AZ 85132

Pinal County Flood Control District (PCFCD) 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 PCFCD</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 PCFCD</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 PCFCD</u>
Subtotal Fees	<u>\$0.00</u>	

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

Total Purchase of Parcel(s)	
APN # 511-61-2700	<u>\$16,300.00</u>
Administrative Settlement	<u>\$1,630.00</u>

Total Purchase Price	<u>\$17,930.00</u>
TOTAL WARRANT**	<u>\$17,930.00</u>

* Escrow and title policy fees based on this amount only.

**Sum of "Total Closing Costs" and "Total Purchase Price" only.

Exhibit "A", the legal description of the parcel(s) being purchased, is attached hereto and made a part hereof.

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 PCFCD, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within PCFCD 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:**

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

PARCELS: 511-61-2700

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: Elizabeth Coronado Rivera, a single woman

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

By: Elizabeth Coronado Rivera

Elizabeth Coronado Rivera
Signature

Date: 12/17/22

By: _____
Jeffrey McClure, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: *Jason Bryant* 12-20-2022
Escrow Officer Date

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

PARCELS: 511-61-2700

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: Elizabeth Coronado Rivera, a single woman

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

By: Elizabeth Coronado Rivera

Signature

Date: _____

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: Anne Froedg
Deputy County Attorney

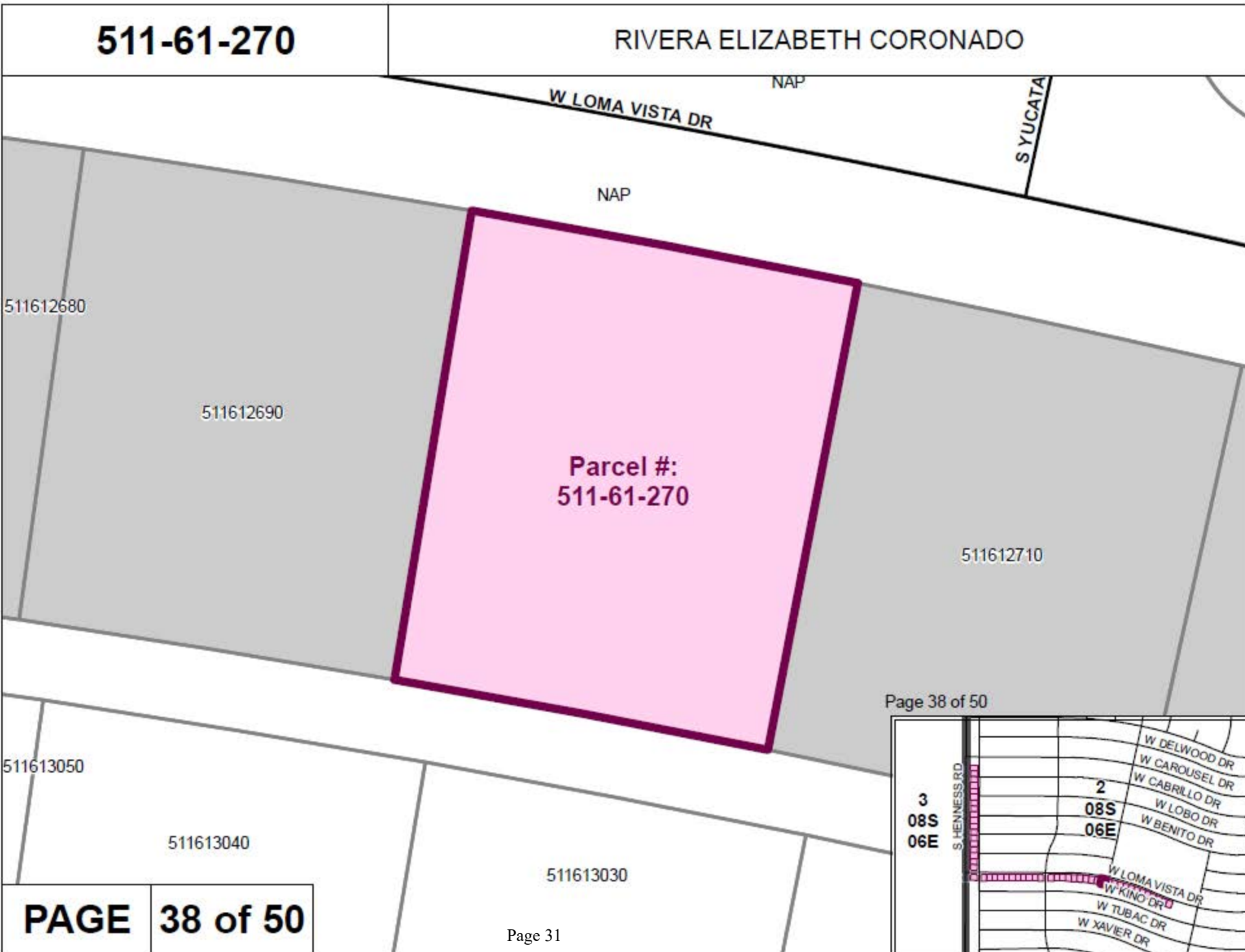
Accepted: _____
Escrow Officer Date

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

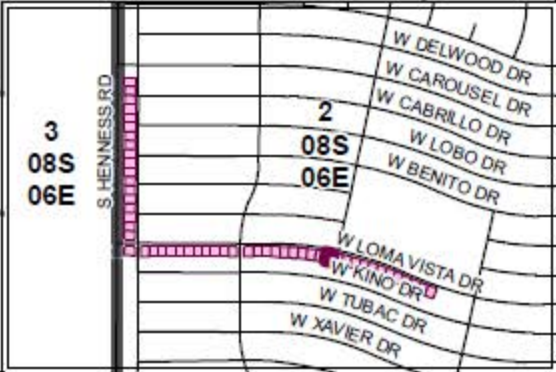
PARCELS: 511-61-2700

511-61-270

RIVERA ELIZABETH CORONADO



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AGENDA ITEM

January 4, 2023 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 Purchase Agreement in the amount of \$16,400 payable to JVC Marketing and Investments Group LLC, an Arizona limited liability company, for the full purchase of parcel number 511-61-2620 in the unincorporated area of Arizona City. The parcel is being purchased for the construction of a regional flood control solution affecting approximately 50 parcels in the area of Henness and Loma Vista. Supervisor District #4. (FL22-018) (Joshua Plumb/Andrew Smith)

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

There are no 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 are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
12/23/2022 7:34 AM	County Attorney	Yes
12/23/2022 1:48 PM	Budget Office	Yes
12/27/2022 11:32 AM	County Manager	No
12/28/2022 10:44 AM	Public Works	Yes
12/28/2022 10:52 AM	County Attorney	Yes
12/28/2022 12:17 PM	Budget Office	Yes
12/28/2022 12:22 PM	County Manager	Yes

ATTACHMENTS:

Click to download

☐ [Purchase agreement](#)☐ [PM](#)

Pinal County Flood Control District
PURCHASE AGREEMENT

Title Company Security Title Agency
Address 2415 E. Camelback Rd
City Phoenix, AZ State AZ
Escrow Officer Jason Bryant
Escrow No. 15220353

Date: 12-20-2022
(to be completed by Title Company, if applicable)
Zip Code 85106
Phone/Email 602-230-6297 Email: jbryant@securitytitle.com
Fax No. _____

Grantor JVC Marketing and Investments Group LLC, an Arizona Limited Liability Company
Address 6548 W Peck Dr. Glendale, AZ 85301
Phone/Fax/Mobile _____ Fax: _____ Email: _____

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

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

Pinal County Flood Control District (PCFCD) 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 PCFCD</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 PCFCD</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 PCFCD</u>

Subtotal Fees	<u>\$0.00</u>
---------------	---------------

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

Total Purchase of Parcel(s)	
APN # 511-61-2620	<u>\$16,400.00</u>

Total Purchase Price	<u>\$16,400.00</u>
TOTAL WARRANT**	<u>\$16,400.00</u>

* Escrow and title policy fees based on this amount only.

**Sum of "Total Closing Costs" and "Total Purchase Price" only.

Exhibit "A", the legal description of the parcel(s) being purchased, is attached hereto and made a part hereof.

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 PCFCD, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within PCFCD 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:**

PROJECT: AZ City Flood Project LOCATION: 12479 W Loma Vista Dr, Arizona City, AZ 85123
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-61-2620

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.

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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.

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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.

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PROJECT: AZ City Flood Project LOCATION: 12479 W Loma Vista Dr, Arizona City, AZ 85123
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-61-2620

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: JVC Marketing and Investments Group LLC,
Liability Company

By: Julio C. Villacis

Its: MANAGER

Signature [Signature]

Date: 12/15/22

GRANTEE: PINAL COUNTY FLOOD an Arizona Limited
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: Jason Bryant 12/20/2022
Escrow Officer Date

PROJECT: AZ City Flood Project LOCATION: 12479 W Loma Vista Dr, Arizona City, AZ 85123
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-61-2620

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

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2. Well(s) ☐ Yes ☐ No **Well Registration No(s):** 55-
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4. Well is located ☐ within the acquisition area, ☐ outside the acquisition area.

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5. ☐ Yes . ☐ No Addendum attached hereto and made part hereof.
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GRANTOR: JVC Marketing and Investments Group LLC,
Liability Company

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

By: _____

Its: _____

Signature

Date: _____

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: Anne Froedg
Deputy County Attorney

Accepted: _____
Escrow Officer Date

PROJECT: AZ City Flood Project LOCATION: 12479 W Loma Vista Dr, Arizona City, AZ 85132 PARCEL: 511-61-2620
PROJECT NUMBERS: Pinal County Project # 60685002

DESCRIPTION

THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS FEE NUMBER 2012-016050 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 262, 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.



511-61-262

JVC MARKETING & INVESTMENTS GROUP LLC

W.LOMA VISTA DR

NAP

511612610

Parcel #:
511-61-262

511612630

511612640

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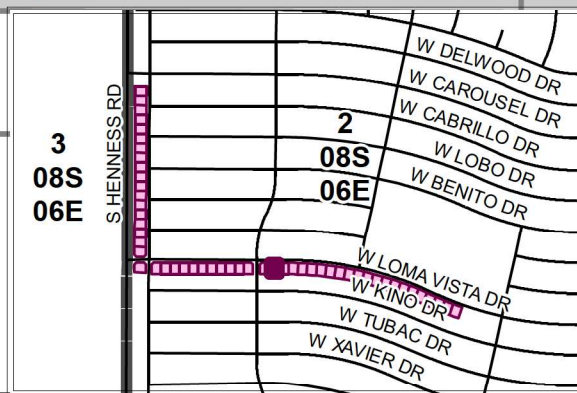
511613120

511613110

PAGE

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Page 39





AGENDA ITEM

January 4, 2023 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, January 4, 2023 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.pinalcountyaz.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 30, 2022, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Library District Agenda, and 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 30th 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