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

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS APPROVING A PURCHASE AGREEMENT, AND AUTHORIZING PAYMENT IN THE AMOUNT OF $125,000.00 FOR THE PURCHASE OF REAL PROPERTY

WHEREAS, the Board of Supervisors is authorized by A.R.S. § 11-251 (45) to purchase real property for public purposes; and

WHEREAS, the Board of Supervisors of Pinal County (the "**Board**") has determined the necessity for Pinal County Health Department's need for additional public use parking; and

WHEREAS, the real properties identified as Tax Parcel No. 205-05-0430 and Tax Parcel No. 205-05-044A (the "**Properties**"), have been determined to be suitable for the development of parking facilities and general public use purpose; and

WHEREAS, on May 1, 2025, a Purchase Agreement for sale to Pinal County was signed by Christopher A. Garrison and Glorina E. Garrison (the "**Grantors**"), in the amount of $125,000.00 as consideration for the purchase of real property; and

WHEREAS, the requested purchase price is supported by an appraisal conducted on behalf of Pinal County; and

WHEREAS, Purchase Agreement provides that upon approval by the Board, Pinal County will make payment to the Grantors for the purchase of the Properties; and

WHEREAS, the Board has determined it is in the best interest of Pinal County to approve and sign the Purchase Agreement, and authorize payment to the Grantors in the amount of $125,000.00 for the purchase of the Properties.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Purchase Agreement for the sale of the Properties attached hereto and made a part hereof as **Exhibit A** is hereby approved by the Board and the Chair of the Board is authorized to execute said agreement, and all other documents necessary to complete the purchase, on behalf of the County.

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

PASSED AND ADOPTED this _____ day of _____, 2025 by the PINAL COUNTY BOARD OF SUPERVISORS.

_____
Chairman of the Board

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM

_____
Deputy County Attorney

EXHIBIT A

[Purchase Agreement]

See following pages.

Pinal County

PURCHASE AGREEMENT

Title Company Security Title Agency
Address 2415 E. Camelback Rd Suite 200
City Phoenix State AZ 85016
Escrow Officer Jason Bryant
Escrow No. ST15240731
Grantor Christopher A. Garrison and Glorina E. Garrison
Phone/Fax/Mobile 513-582-1371 Fax:

Date: 4/24/25
(to be completed by Title Company, if applicable)
Zip Code 85106
Phone/Email 602-230-6297
Fax No.
Email: cgarrison26@yahoo.com

Grantee: PINAL COUNTY, a political subdivision of the State of Arizona
Mailing Address: Pinal County Public Works Dept., Attn: Cindy Perez, Real Estate Section, P.O. Box 749, Florence, AZ 85132

Pinal County (PC) 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	0.00	
Title Policy Fees	0.00	
TOTAL ESCROW & TITLE FEES:		Paid by County
Recording Fees		
Deed	0.00	
Easement	0.00	
Release	0.00	
	0.00	
	0.00	
TOTAL RECORDING FEES:		Paid by County
Other Charges		
Release Fees	0.00	
SRVWUA Fee	0.00	
Prorated Taxes/Dates	0.00	
TOTAL OTHER CHARGES:		Paid by County
Subtotal Fees		$0.00
Title Report Credit		$0.00
Total Closing Costs		$0.00
		0.00
Total Purchase of Parcel(s)		
APN #'s **205-05-0430 & 205-05-044A**		$86,510.00
Administrative Settlement		$38,490.00
Total Purchase Price		
TOTAL WARRANT**		**$125,000.00**

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

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

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

__X__ 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 PC by the Grantor. The cost to cure and/or site-clearance is described as N/A. PC 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 PC acceptance of delivery and possession of the subject property.

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

__NA__ 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 PC, 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 PC to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this paragraph.

__X__ The PC 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 PC and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the PC 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 PC 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 PC".

__NA__ If the PC is acquiring only a portion of Grantor's property, then Grantor grants to the PC, 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 PC-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 PC'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 PC.

__X__ PC 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 PC.

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

GRANTOR:

Christopher A. Garrison
Christopher A. Garrison Signature

Date: 5-1-25

Gloria E. Garrison
Gloria E. Garrison Signature

Date: 5-1-2025

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

By: _____
Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: JBryant 5/12/25
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-_____
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(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 PC.

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

GRANTOR:

Christopher A. Garrison

Christopher A. Garrison Signature

Date: 5-1-25

Gloria E. Garrison

Glorina E. Garrison Signature

Date: 5-1-2025

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

By: _____
Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: _____
Escrow Officer Date

EXHIBIT "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

That part of Block 4, of COOLIDGE TOWNSITE AMENDED, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Maps, Page 4 described as follows:

Beginning at the Southeast corner of Lot 12, Block 4;

Thence Northerly along the East line of Lot 12 and Lot 11, Block 4, 61,00 feet to the Northeast corner of the South 11.00 feet of said Lot 11, Block 4;

Thence Westerly along the North line of the South 11.00 feet of Lot 11 and a Westerly prolongation thereof 234.00 feet to the Northeast corner of the West 16.00 feet of the South 61.00 feet of Lot 14, Block 4;

Thence Northerly along the East line of the West 16.00 feet of Lot 14, 79.00 feet to a point on the North line of Lot 14;

Thence Westerly along the North line of Lot 14 and Lot 15, Block 4, 66.00 feet to the Northwest corner of Lot 15, Block 4;

Thence Southerly along the West line of Lot 15, Block 4, 140.00 feet to the Southwest corner of Lot 15;

Thence Easterly along the South line of Block 4,300.00 feet to the Point of Beginning;

Excepting therefrom Lot 15 and the West 16.00 feet of Lot 14, Block 4 of COOLIDGE, TOWNSITE AMENDED, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Maps, Page 4.