



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, January 25, 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 Minutes from December 21, 2022, and January 4, 2023, Board of Directors Flood Control District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Purchase Agreement in the amount of \$31,800, payable to Gillian M. Briscoe for the full purchase of parcel number 511-63-2300 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. (FL22-019) (Joshua Plumb/Andrew Smith)
- * C. Discussion/approval/disapproval of Purchase Agreement in the amount of \$31,800 payable to Brian J. Bowen and Rosemarie M. Bower Husband and Wife, for the full purchase of parcel number 511-63-2320 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. (FL22-020) (Joshua Plumb/Andrew Smith)
- * D. Discussion/approval/disapproval of Purchase Agreement in the amount of \$18,040 payable to Sandra Wilson, for full purchase of parcel number 511-61-2630 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. (FL22-021) (Joshua Plumb/Andrew Smith)
- * E. Discussion/approval/disapproval of Purchase Agreement with Supplemental Escrow Instructions to close on or before January 31, 2023, in the amount of \$324,838 payable to 3KGrowth LLC for full purchase of parcel numbers 511-63-2330, 511-63-2210, 511-63-2220, 511-63-2270, 511-63-2280 and 511-63-2290 in Arizona City. Parcels are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area

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 25, 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:

Discussion/approval/disapproval of Minutes from December 21, 2022, and January 4, 2023, Board of Directors Flood Control District Meetings. (Natasha Kennedy)

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

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

MOTION:

Approve as presented.

| | | |
|---------|-----|----------|
| History | | |
| Time | Who | Approval |

ATTACHMENTS:

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☐ [Minutes FCD 12.21.2022](#)

☐ [Minutes FCD 01.04.2023](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, December 21, 2022
11:41 AM**

BOARD OF DIRECTORS

Chairman Jeffrey McClure
Director, District 4

Vice-Chairman Jeff Serdy
Director, District 5

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

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

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

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

The Pinal County Flood Control District Board of Directors convened at 11:41 a.m. this date. The meeting was called to order by Vice-Chairman Serdy, Presiding as Chairman.

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

Members Absent: Chairman Jeffrey McClure

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

(1) CONSENT ITEMS:

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

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

Item Action: Approved Consent Agenda Items A through E

Motion Made By: Supervisor Miller

Seconded By: Supervisor Goodman

To approve Consent Agenda Items A through E.

Motion Passed

Ayes: Cavanaugh, Goodman, Miller, Serdy (4)

Absent: McClure (1)

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

- * D. Discussion/approval/disapproval of a Purchase Agreement in the amount of \$190,800 payable to Granite Mine LLC., for full purchase of parcels 511-63-2180, 511-63-2190, 511-63-2200, 511-63-2230, 511-63-2240, and 511-63-2250 in Arizona City an unincorporated area of Pinal County. Parcels are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area of Henness and Loma Vista. Supervisor District #4. (FL22-012) (Joshua Plumb/Andrew Smith)
- * E. Discussion/approval/disapproval and acceptance of a Warranty Deed from Granite Mine LLC, for full conveyance of parcels 511-63-2180, 511-36-2190, 511-63-2200, 511-63-2230, 511-63-2240, and 511-63-2250 which are being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the unincorporated area of Arizona City, Pinal County. Supervisor District #4. (FL22-013) (Joshua Plumb/Andrew Smith)

11:42 a.m. – Vice-Chairman Serdy, Presiding as Chairman adjourned the December 21, 2022, Pinal County Flood Control District Board of Directors Meeting and convened the Pinal County Public Health Services District Board of Directors Meeting.

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

Presiding as Chairman, Jeff Serdy
Vice-Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: January 25, 2023



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, January 4, 2023
10:45 AM**

BOARD OF DIRECTORS

Chairman Jeff Serdy
Director, District 5

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

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

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

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

The Pinal County Flood Control District Board of Directors convened at 10:45 a.m. this date. The meeting was called to order by Chairman Serdy.

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

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

(1) CONSENT ITEMS:

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

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

Item Action: Approved as presented Consent Agenda Items A through E

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve as presented Consent Agenda Items A through E.

Motion Passed

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

- * 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)

10:45 a.m. – Chairman Serdy adjourned the January 4, 2023, Pinal County Flood Control District Board of Directors Meeting and convened the Pinal County Library District Board of Directors Meeting.

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

Jeff Serdy, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: January 25, 2023



AGENDA ITEM

January 25, 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 Gillian M. Briscoe for the full purchase of parcel number 511-63-2300 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. (FL22-019) (Joshua Plumb/Andrew Smith)

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

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

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

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

MOTION:

Approved as presented

| History | Who | Approval |
|--------------------|--------------------|----------|
| Time | | |
| 1/13/2023 9:03 AM | County Attorney | Yes |
| 1/13/2023 9:48 AM | Budget Office | Yes |
| 1/18/2023 12:52 PM | County Manager | Yes |
| 1/18/2023 2:36 PM | Clerk of the Board | Yes |

ATTACHMENTS:

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☐ [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. 15220342
Grantor Gillian M. Briscoe
Address 24-15020 66A Avenue, Surrey, BC V3S 2A5
Phone/Fax/Mobile _____ Fax: _____ Email: _____

Date: 1-3-2023
(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: 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 # 511-63-2300 | <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.

☐ **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: 13550 S Prieta Linda Rd. Arizona City, AZ 85123
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-63-2300

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: GILLIAN M. BRISCOE, a divorced woman

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

Gillian M. Briscoe
Gillian M. Briscoe
GILLIAN M. ROSE
Date: *December 15, 2022*

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* 1-3-2023
Escrow Officer Date

PROJECT: AZ City Flood Project **LOCATION:** 13550 S Prieta Linda Rd. Arizona City, AZ 85123 **PARCEL:** 511-63-2300
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: GILLIAN M. BRISCOE, a divorced woman

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

Gillian M. Briscoe

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: _____
Escrow Officer Date

DESCRIPTION

THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCKET 1120, PAGE 983 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID SPECIAL WARRANTY DEED AS FOLLOWS:

LOT 230, 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.



511-63-230

BRISCOE GILLIAN M

511632290

W OBREGON DR

NAP

Parcel #:
511-63-230

S PRIETA LINDA RD

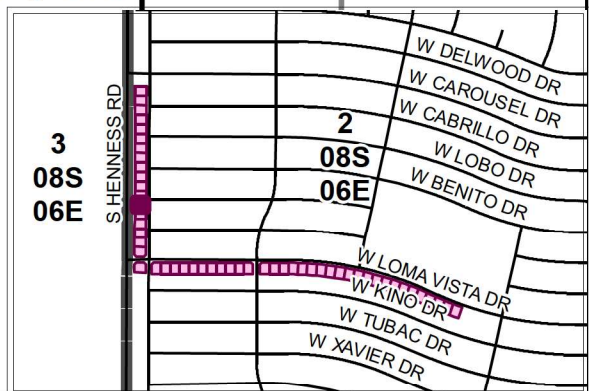
511632800

511632310

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PAGE 12 of 50

Page 16





AGENDA ITEM

January 25, 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 Brian J. Bowen and Rosemarie M. Bower Husband and Wife, for the full purchase of parcel number 511-63-2320 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. (FL22-020) (Joshua Plumb/Andrew Smith)

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

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

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

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

MOTION:

Approved as presented

| History | | |
|--------------------|--------------------|----------|
| Time | Who | Approval |
| 1/13/2023 9:02 AM | County Attorney | Yes |
| 1/17/2023 11:26 AM | Budget Office | Yes |
| 1/18/2023 12:50 PM | County Manager | Yes |
| 1/18/2023 2:36 PM | Clerk of the Board | Yes |

ATTACHMENTS:

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☐ [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. 15220343
Grantor Brian L. and Rosemarie M. Bowen
Address 164-1413 Sunshine Coast Hwy, Gibsons, BC V0N 1V5
Phone/Fax/Mobile _____ Fax: _____ Email: _____

Date: 1-3-2023
(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: 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 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) | |
| APN # 511-63-2320 | <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.

☐ **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: 13600 S Prieta Linda Rd, Arizona City, AZ 85132
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-63-2320

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: Brian J. Bowen and Rosemarie M. Bowen,
husband and wife, as joint tenants with right of survivorship

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

Brian J. Bowen

Date: Brian Bowen

Rosemarie M. Bowen

Date: Rm Bowen

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 1-3-2023
Escrow Officer Date

PROJECT: AZ City Flood Project **LOCATION:** 13600 S Prieta Linda Rd, Arizona City, AZ 85132
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-63-2320

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: Brian J. Bowen and Rosemarie M. Bowen,
husband and wife, as joint tenants with right of survivorship

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

Brian J. Bowen

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

Date: _____

Rosemarie M. Bowen

ATTEST:

By: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: _____
Escrow Officer Date

PROJECT: AZ City Flood Project LOCATION: 13600 S Prieta Linda Rd. Arizona City, AZ 85132
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-63-2320

DESCRIPTION

THE PROPERTY DESCRIBED IN SPECIAL JOINT TENANCY WARRANTY DEED RECORDED IN DOCKET 1245, PAGE 265 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID SPECIAL JOINT TENANCY WARRANTY DEED AS FOLLOWS:

LOT 232, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



EXD 3 131 12024

511-63-232

BOWEN BRIAN J & ROSEMARIE M

511632310

**Parcel #:
511-63-232**

511632580

NAP

51144036A

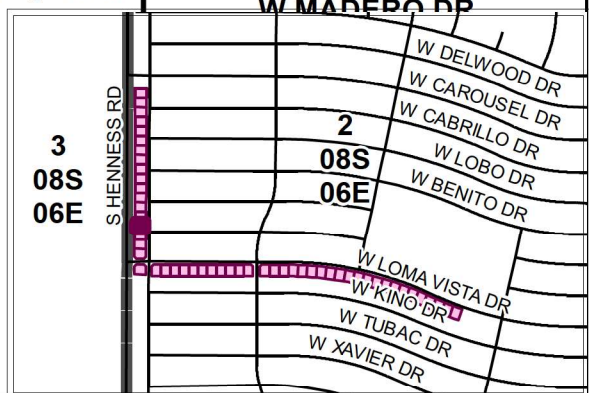
S HENNESS RD

S PRIETA LINDA RD

Page 13 of 50

PAGE 13 of 50

Page 24





AGENDA ITEM

January 25, 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 \$18,040 payable to Sandra Wilson, for full purchase of parcel number 511-61-2630 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. (FL22-021) (Joshua Plumb/Andrew Smith)

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

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

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

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

MOTION:

Approved as presented

| History | Who | Approval |
|--------------------|--------------------|----------|
| Time | | |
| 1/17/2023 10:32 AM | County Attorney | Yes |
| 1/17/2023 11:27 AM | Budget Office | Yes |
| 1/18/2023 11:59 AM | County Manager | Yes |
| 1/18/2023 2:37 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. 15220354-015-AA-SW
 Grantor Sandra Wilson

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

Address 6728 Doumont Road Nanaimo, BC V9T 6H1

Phone/Fax/Mobile 1-250-702-1796

Email: srileys@telus.net

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> | |
| | <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) | |
| APN # 511-61-2630 | <u>\$16,400.00</u> |
| Administrative Settlement | <u>\$1,640.00</u> |

| | |
|------------------------|--------------------|
| Total Purchase Price | <u>\$18,040.00</u> |
| TOTAL WARRANT** | <u>\$18,040.00</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.

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

PROJECT: AZ City Flood Project SECTION: Henness Road /Loma Vista Dr.

PARCELS: 511-61-2630

PROJECT NUMBERS: Pinal County Project # 60685002

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:**

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: Sandra Wilson
Sandra Wilson, Executor and Trustee of Edna Riley's Will

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

By: Sandra Wilson


Signature

Date: December 27, 2022

By: _____
Jeffrey McClure, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: _____
Escrow Officer Date

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

PARCELS: 511-61-2630

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: Sandra Wilson
Sandra Wilson, Executor and Trustee of Edna Riley's Will

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

By: Sandra Wilson

Signature

Date: _____

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: 
Deputy County Attorney

Accepted:  1-9-2023
Escrow Officer Date

DESCRIPTION

THE PROPERTY DESCRIBED IN SPECIAL JOINT TENANCY WARRANTY DEED RECORDED AS DOCKET 1032, PAGE 645 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID SPECIAL JOINT TENANCY WARRANTY DEED AS FOLLOWS:

LOT 263, 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.



Parcel 511-61-2630 Sandra Wilson





AGENDA ITEM

January 25, 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 with Supplemental Escrow Instructions to close on or before January 31, 2023, in the amount of \$324,838 payable to 3KGrowth LLC for full purchase of parcel numbers 511-63-2330, 511-63-2210, 511-63-2220, 511-63-2270, 511-63-2280 and 511-63-2290 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. (FL22-022) (Joshua Plumb/Andrew Smith)

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

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

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

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

MOTION:

Approved as presented

| History | | |
|--------------------|--------------------|----------|
| Time | Who | Approval |
| 1/13/2023 9:01 AM | County Attorney | Yes |
| 1/17/2023 11:32 AM | Budget Office | Yes |
| 1/18/2023 11:28 AM | County Manager | Yes |
| 1/18/2023 2:38 PM | Clerk of the Board | Yes |

ATTACHMENTS:

Click to download

☐ [Purchase Agreement](#)

☐ [PMs](#)

Pinal County Public Works Department
Real Estate Section

PURCHASE AGREEMENT

Title Company Security Title Agency
Address 2415 E. Camelback Rd
City Phoenix, AZ State AZ
Escrow Officer Jason Bryant
Escrow No. 15220344-015-AA-SW, 0339, 0341
Grantor 3K GROWTH LLC Contact Name: Mike DeMore
Address 8711 E. Pinnacle Peak Rd #304 Scottsdale, AZ 85255
Phone/Fax/Mobile 602-410-4151 Fax: _____ Email: mike@demoreco.com

Date 11-3-2022
(to be completed by Title Company, if applicable)
Zip Code _____
Phone/Email 602-230-6297 Email: jbryant@securitytitle.com
Fax No. _____

Grantee: **PINAL COUNTY**

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

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

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

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

| | |
|-----------------------------|------------------------------------|
| Other Charges | |
| Release Fees | <u>0.00</u> |
| SRVWUA Fee | <u>0.00</u> |
| Prorated Taxes/Dates | <u>0</u> |
| TOTAL OTHER CHARGES: | <u>Paid by Flood Control Dist.</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 # 511-63-2210, 2220, | |
| 2270, 2280, 2290, 2330 | <u>\$295,308.00</u> |
| Administrative Settlement | <u>\$29,530.00</u> |

| | |
|------------------------|---------------------|
| Total Purchase Price | <u>\$324,838.00</u> |
| TOTAL WARRANT** | <u>\$324,838.00</u> |

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

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

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

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

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

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

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

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

☐ **Other Disbursements:**

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

Possession Date: Close of escrow/date of recording. as later then

Special Conditions Right of Way Contract Yes ☐ No ☒ 12/31/22
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:**

contract cancels
Me

PARCELS: 511-63-2330, 511-63-2210, 511-63-2220
PARCELS: 511-63-2270, 511-63-2280, 511-63-2290

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

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

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

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

The Escrow Agent is to withhold \$0 as a cost to cure and/or site-clearance deposit pending satisfactory delivery of the subject property to the COUNTY by the Grantor. The cost to cure and/or site-clearance is described as _____. The COUNTY 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 COUNTY acceptance of delivery and possession of the subject property.

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

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

The COUNTY 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 COUNTY and payment will be made direct from the Grantor to the Grantor after approval and acceptance by the COUNTY and the final filing and recording of the documents.

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

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

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

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

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

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

PARCELS: 511-63-2330, 511-63-2210, 511-63-2220
PARCELS: 511-63-2270, 511-63-2280, 511-63-2290

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

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

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

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

☐ Yes ☒ No Addendum attached hereto and made part hereof.

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

PINAL COUNTY BOARD OF SUPERVISORS

GRANTOR:

SIGNATURE

Date

PRINTED NAME

SIGNATURE

Date

PRINTED NAME

Accepted:

Escrow Officer

11-3-22

Date

By:

CHAIRMAN OF THE BOARD

Date

ATTEST:

By:

CLERK/DEPUTY CLERK OF THE BOARD

Date

APPROVED AS TO FORM:

By:

Deputy County Attorney

Date

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

PARCELS: 511-63-2330, 511-63-2210, 511-63-2220
PARCELS: 511-63-2270, 511-63-2280, 511-63-2290



SECURITY
TITLE AGENCY

2415 E Camelback Road, Ste 200
Phoenix, AZ 85016
Phone: (602) 230-6271
Fax: (602) 926-0452

SUPPLEMENTAL ESCROW INSTRUCTIONS

January 11, 2023

To: Security Title Agency, Inc.

Re: Escrow No. 15220344-015-AA

Previous instructions are hereby amended in the following particulars only:

Both Buyer and Sellers have agreed to close escrow on or before January 31, 2023.

All other Terms and Conditions to remain the same.

Our signatures hereon designate our full approval thereof. These Instructions may be executed in counterpart and each counterpart so executed shall constitute but one and the same original document.

Each of the undersigned states that he has read the foregoing amended instructions and understands and agrees to them.

BUYER:

**Pinal County, a political subdivision of the
State of Arizona**

SELLER:

**3K GROWTH LLC, an Arizona Limited Liability
Company
9K Growth LLC, an Arizona Limited Liability
Company, member**

By:
Its:

By:
Its:

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-005065 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 233, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-005065 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 221, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-005065 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 222, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



Exp. 3/31/2024

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-005065 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 227, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



EXP. 3/31/2024

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-005065 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 228, OF ARIZONA CITY UNIT FIFTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 9, IN WARRANTY DEED RECORDED AS FEE NUMBER 2017-005065 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 229, 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.



511-63-221

3K GROWTH LLC

511632200

511633580

NAP

Parcel #:
511-63-221

51144086A

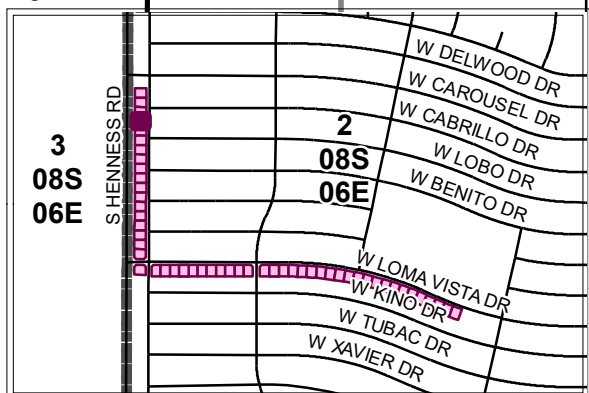
S HENNESS RD

S PRIETA LINDA RD

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PAGE 4 of 50

511632220



511-63-223

GRANITE MINE LLC

511632220

511633330

W LOBO DR

NAP

Parcel #:
511-63-223

51144086A

S HENNESS RD

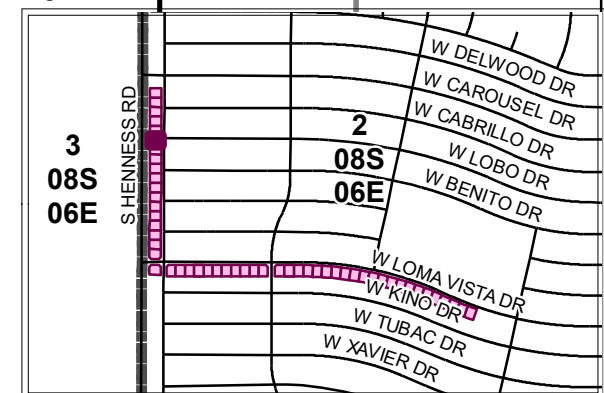
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Page 6 of 50

511632240

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511-63-224

GRANITE MINE LLC

511632230

Parcel #:
511-63-224

511633320

NAP

51144086A

S HENNESS RD

S PRIETA LINDA RD

Page 7 of 50

PAGE 7 of 50

511632250

3
08S
06E

S HENNESS RD

W DELWOOD DR
W CAROUSEL DR
W CABRILLO DR
W LOBO DR
W BENITO DR
W LOMA VISTA DR
W KINO DR
W TUBAC DR
W XAVIER DR

2
08S
06E

511-63-225

GRANITE MINE LLC

511632240

511633320

NAP

Parcel #:
511-63-225

511633070

511632260

Page 8 of 50

PAGE 8 of 50

Page 47

51144086A

S HENNESS RD

S PRIETA LINDA RD

3
08S
06E

S HENNESS RD

2
08S
06E

W DELWOOD DR
W CAROUSEL DR
W CABRILLO DR
W LOBO DR
W BENITO DR
W LOMA VISTA DR
W KINO DR
W TUBAC DR
W XAVIER DR

511-63-227

3K GROWTH LLC

511632260

W BENITO DR

NAP

51144036A

Parcel #:
511-63-227

S PRIETA LINDA RD

511633060

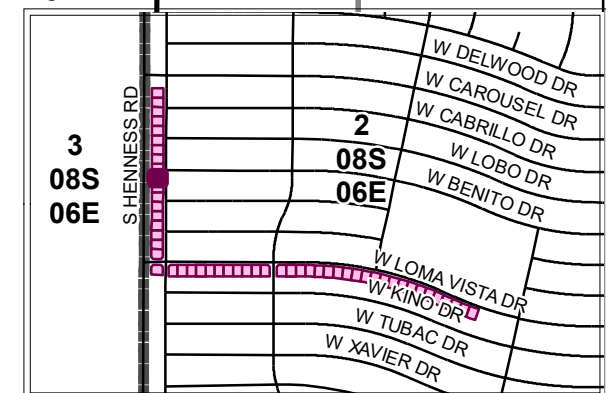
S HENNESS RD

511632280

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511-63-228

3K GROWTH LLC

511632270

511633060

51144036A

S HENNESS RD

NAP

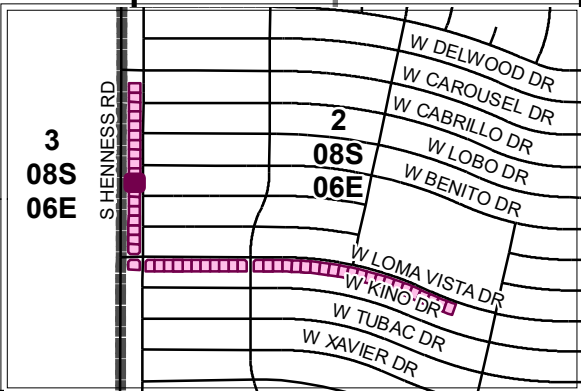
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511632290

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511-63-229

3K GROWTH LLC

511632280

511632810

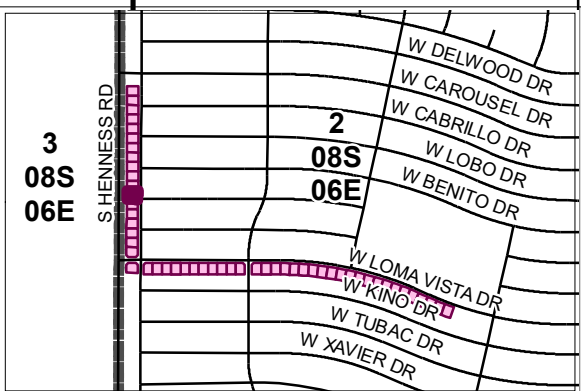
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Parcel #:
511-63-229

S PRIETA LINDA RD

W OBREGON DR

Page 11 of 50



511-63-230

BRISCOE GILLIAN M

511632290

W OBREGON DR

NAP

Parcel #:
511-63-230

S PRIETA LINDA RD

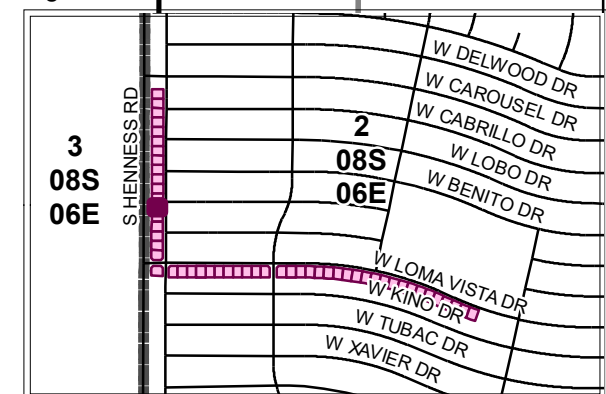
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Page 12 of 50

511632310

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Page 51



511-63-232

BOWEN BRIAN J & ROSEMARIE M

511632310

Parcel #:
511-63-232

511632580

NAP

51144036A

S HENNESS RD

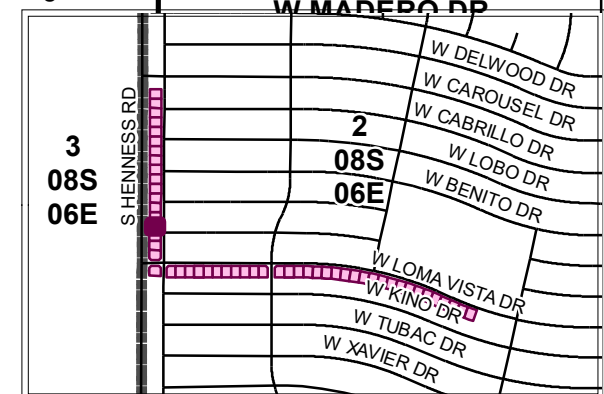
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PAGE 13 of 50

511632330

Page 52



511-63-233

3K GROWTH LLC

511632320

511632580

W MADERO DR

NAP

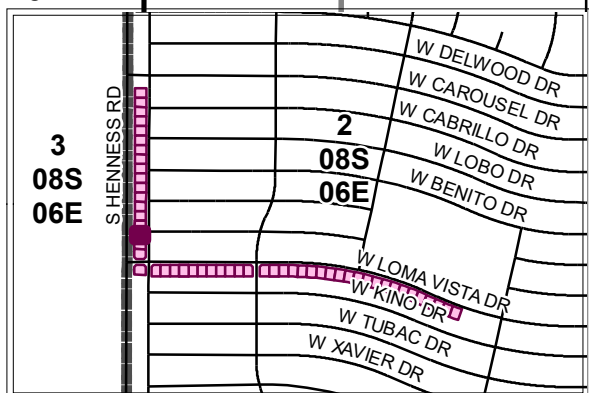
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511-63-233

S PRIETA LINDA RD

511632570

511632340

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PAGE

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511-63-234

JENIFER LOUIS S & MARY E

511632330

511632570

NAP

Parcel #:
511-63-234

511632350

Page 15 of 50

51144036A

S HENNESS RD

S PRIETA LINDA RD

3
08S
06E

S HENNESS RD

W DELWOOD DR
W CAROUSEL DR
W CABRILLO DR
W LOBO DR
W BENITO DR
W LOMA VISTA DR
W KINO DR
W TUBAC DR
W XAVIER DR

2
08S
06E

511-63-235

PRO STAFF HOMES INC

511632340

NAP

Parcel #:
511-63-235

511632360

W LOMA VISTA DR

NAP

511610010

S PRIETA LINDA RD

S HENNESSY RD

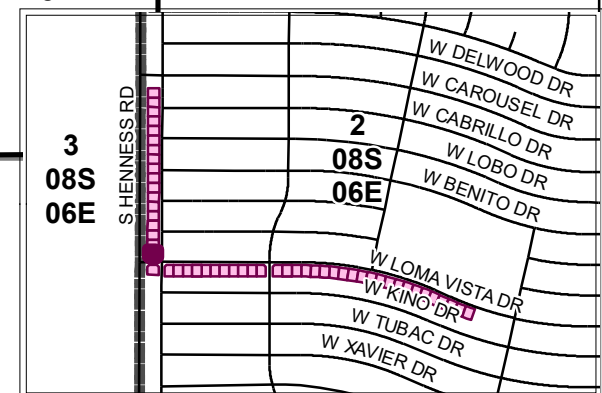
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PAGE

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Page 55





AGENDA ITEM

January 25, 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](#)

☐ [01.23.2023 Amended 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 25, 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.pinalcountyz.gov/bos/Pages/LiveStreaming.aspx>

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

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

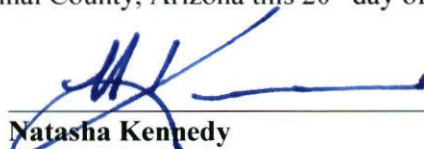
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 20, 2023, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Public Health Services District Agenda, and Executive Session as follows:

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

WITNESS my official signature and corporate seal of Pinal County, Arizona this 20th day of January, 2023.




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



PINAL COUNTY
WIDE OPEN OPPORTUNITY

AMENDED 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 25, 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.

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Board Agendas are available at <https://www.pinal.gov/411/Agendas-Minutes>

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.

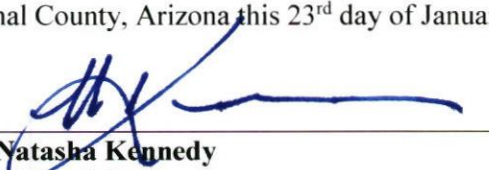
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Monday, January 23, 2023, around 2:00 PM the **Amended** Regular Agenda, Flood Control District Agenda, Public Health Services District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County website homepage under "Agendas & Minutes" 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 23rd day of January, 2023.




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