

### NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION PINAL COUNTY FLOOD CONTROL DISTRICT BOARD OF DIRECTORS AGENDA Wednesday, February 1, 2023

## 9:30 AM - CALL TO ORDER

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

## BUSINESS BEFORE THE BOARD (Consideration/Approval/Disapproval of the following:)

## (1) **CONSENT ITEMS:**

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

- \* A. Discussion/approval/disapproval of Purchase Agreement in the amount of \$17,930 payable Hanini Enterprise LLC a New Jersey Limited Liability Company, for full purchase of parcel number 511-61-2660, 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. (FL22-023) (Joshua Plumb/Andrew Smith)
- \* B. Discussion/approval/disapproval of Purchase Agreement in the amount of \$72,000 payable to Ruth Ilas and Filaret Ilas, wife and husband, as community property with full right of survivorship, for full purchase of parcel numbers 511-61-2560, 511-61-25-2570, 511-61-2580, and 511-61-2590, 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. (FL22-024) (Joshua Plumb/Andrew Smith)

#### ADJOURNMENT

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

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

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

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Page 1 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

## February 1, 2023 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

#### **REQUESTED BY:**

**Funds #:** 68 **Dept. #:** 311

Dept. Name: Public Works

Director: Andrew Smith

## BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Purchase Agreement in the amount of \$17,930 payable Hanini Enterprise LLC a New Jersey Limited Liability Company, for full purchase of parcel number 511-61-2660, 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. (FL22-023) (Joshua Plumb/Andrew Smith)

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

There are no expected fiscal considerations or impacts to General Fund associated with this agenda item.

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

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

## MOTION:

Approve as presented

History		
Time	Who	Approval
1/23/2023 12:34 PM	County Attorney	Yes
1/23/2023 1:29 PM	Budget Office	Yes
1/23/2023 3:57 PM	County Manager	Yes
1/24/2023 9:13 AM	Clerk of the Board	Yes

ATTACHMENTS:	
Click to download	
Agreement	

Title Company       Security Title Age         Address       2415 E. Camelback Rd         City       Phoenix, AZ         Escrow Officer       Jason Bryant         File No.       15-22-036-015-AA-SW         Grantor       Hanini Enterprise, LLC a         Address       87 Halsey St, Newa	PURCHASE A	od Control District AGREEMENT Date:
Phone/Fax/Mobile	Fax:	Email: thafer@hanini.com
Grantee: PINAL COUNTY FLOOD CO Mailing Address: Pinal County Public V Pinal County Flood Control District	Works Dept., Attn: Mayra Madrid, Real	ision of the State of Arizona Estate Section, P.O. Box 727, Florence, AZ 85132 Charges and disbursements to be paid from Grantor's funds as follows
Grantor, or deposit with the Titl escrowed, the purchase price plus all follows:	e Company ("Escrow Agent") if	(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
Escrow Fees 0.00 Title Policy Fees 0.00 TOTAL ESCROW & TITLE FEES: Recording Fees Deed 0.00	Paid by FCFCD	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 3 <sup>rd</sup> 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.
Easement 0.00 Release 0.00 0.00 TOTAL RECORDING FEES: Other Charges Release Fees 0.00	Paid by FCFCD	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 <u>not</u> be prorated regardless of the closing date.
SRVWUA Fee 0.00 Prorated Taxes/Dates 0.00	÷ ⊂ 	Easement(s): Consent to easement(s) by secured party(ies).
10 FOTAL OTHER CHARGES:	Paid by PCFCD	Other Disbursements:
Subtotal Fees	\$0.00	Security Deposits and Prepaid Rents, if Applicable: Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.
Fitle Report Credit Fotal Closing Costs	\$0.00 \$0.00 0.00	**************************************
<u>Otal Purchase of Parcel(s)</u> <u>VPN #</u> 511-61-2660 Administrative Settlement	\$16,300,00 \$1630.00	Special Conditions Right of Way Contract Yes No S Entry Agreement*** Yes No S *** 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.
'otal Purchase Price 'OTAL WARRANT**	\$17,930.00 \$17,930.00	Special Instructions/Information:

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

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

 ROJECT: AZ City Flood Project
 LOCATION: 12383 W Loma Vista Dr, Arizona City, AZ 85123

 ROJECT NUMBERS: Pinal County
 Project # 60685002

PARCEL: 511-61-2660

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Page 4

Purchase Agreement and Escrow Instructions, Page 1 of 3

#### THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

<u>N/A</u> 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.

<u>X</u> 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.

<u>X</u> The Escrow Agent is to withhold  $\underline{0.00}$  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 <u>N/A</u>. 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.

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

<u>N/A</u> 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".

<u>N/A</u> 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 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 Ves No IGR Number: 58-

4. Well is located i 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. Disconting Sale pursuant to A.R.S 33-1806.

GRANTOR: HANINI ENTERPRISE, LLC a New Jersey Limited Liability Company

THAFFR By:

MEMBER Its:

Signature

1/10/23 Date:

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

By:

Jeffrey McClure, Chairman of the Board

Date:

ATTEST:

By:

Clerk of the Board

#### APPROVED AS TO FORM:

By:

Deputy County Attorney

Accepted; Escrow Officer

PROJECT: AZ City Flood Project LOCATION: 12383 W Loma Vista Dr, Arizona City, AZ 85123 PROJECT NUMBERS: Pinal County Project # 60685002 PARCEL: 511-61-2660

Purchase Agreement and Escrow Instructions, Page 3 of 3

#### GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

- 1. I am am <u>not</u> 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. On Notice of Pending Sale pursuant to A.R.S 33-1806.

**GRANTOR:** HANINI ENTERPRISE, LLC a New Jersey Limited Liability Company

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

By:	

Its:

Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jeff Serdy, Chairman of the Board

Date: \_\_\_\_\_

ATTEST:

By:

Clerk of the Board

APPROVED AS TO FORM:

Ву: \_\_\_\_

Deputy County Attorney

Accepted:

Escrow Officer

Date

PARCEL: 511-61-2660

Purchase Agreement and Escrow Instructions. Page 3 of 3

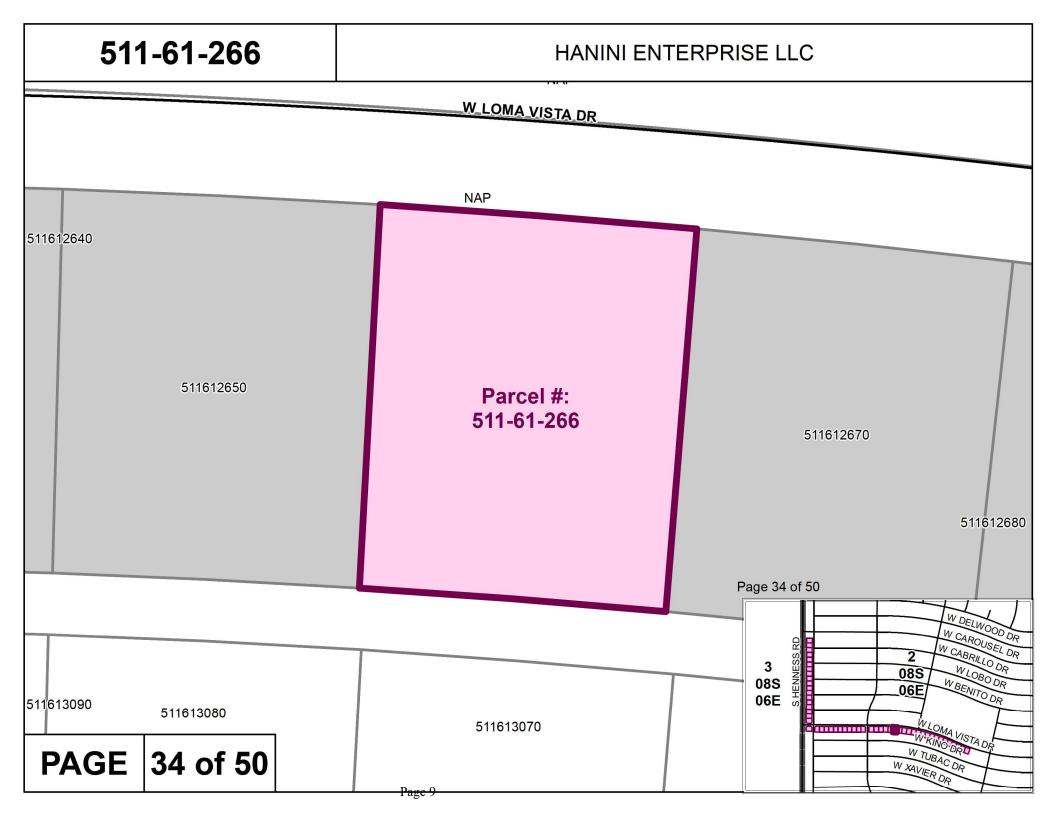
EXHIBIT A

#### DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 1, IN WARRANTY DEED RECORDED AS FEE NUMBER 2007-063364 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 266, 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.







## AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

#### **REQUESTED BY:**

Funds #: 68

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

## BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Purchase Agreement in the amount of \$72,000 payable to Ruth Ilas and Filaret Ilas, wife and husband, as community property with full right of survivorship, for full purchase of parcel numbers 511-61-2560, 511-61-25-2570, 511-61-2580, and 511-61-2590, 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. (FL22-024) (Joshua Plumb/Andrew Smith)

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

There are no expected fiscal considerations or impacts to General Fund associated with this agenda item.

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

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

## MOTION:

Approve as presented

History		
Time	Who	Approval
1/23/2023 12:35 PM	County Attorney	Yes
1/23/2023 1:30 PM	Budget Office	Yes
1/23/2023 3:56 PM	County Manager	Yes
1/24/2023 9:13 AM	Clerk of the Board	Yes

ATTACHMENTS:		
Click to download		
Agreement		
	Page 10	

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Pinal County Flood Control District			
PURCHASE AGREEMENT			
Title Company Security Title Agency	Date:2/1/23		
Address 2415 E. Camelback Rd	(to be completed by Title Company, if applicable)		
City Phoenix, AZ State AZ	Zip Code85106		
Escrow Officer Jason Bryant	Phone/Email 602-230-6297 Email: Jbryant@securitytitle.com		
Escrow No.	Fax No		
Grantor Ruth Ilas and Filaret Ilas, wife and husband, as comm	nunity property with full right of survivorship		
Phone/Fax/Mobile Fax:	Email:		

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

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

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 Title Policy Fees TOTAL ESCRO	0.00 0.00 W & TITLE FEES:	Paid by FCFCD	
<b>Recording Fe</b>	es		
Deed	0.00		
Easement	0.00		
Release	0.00		
	0.00		
	0.00		
TOTAL RECOR	DING FEES:	Paid by FCFCD	
	-		
Other Charge	es		
Release Fees	0.00		
SRVWUA Fee	0.00		
Prorated Taxes/I	Dates 0.00	-	
	0		
TOTAL OTHER	CHARGES:	Paid by PCFCD	
	Subtotal Fees	\$0.00	
Title Report Credit		\$0.00	
Total Closing C	osts	\$0.00	
		0.00	
Total Purchase of			
	560, 511-61-2570,		
511-61-2580 and 511-61-2590		\$64,000.00	
Settlement Amo	ount		
Total Purchase Price		\$72,000.00	
TOTAL WARF	RANT**	\$72,000.00	

## 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 3<sup>rd</sup> 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 <u>not</u> 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 S Entry Agreement\*\*\* Yes No S \*\*\* 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:

\* 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.

<u>PROJECT:</u> AZ City Flood Project <u>SECTION:</u> Henness Road /Loma Vista Dr. <u>PROJECT NUMBERS: Pinal County Project #</u> 60685002 PARCELS: 511-61-2560, 511-61-2570 511-61-280 AND 511-61-2590.

Purchase Agreement and Escrow Instructions. Page 1 of 3

#### THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

<u>N/A</u> 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.

<u>X</u> 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 <u>N/A</u>. 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.

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

<u>N/A</u> 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.

<u>X</u> 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".

<u>N/A</u> 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.

<u>PROJECT:</u> AZ City Flood Project <u>SECTION:</u> Henness Road /Loma Vista Dr. PROJECT NUMBERS: Pinal County Project # 60685002 PARCELS: 511-61-2560, 511-61-2570 511-61-280 AND 511-61-2590.

Purchase Agreement and Escrow Instructions. Page 2 of 3

#### GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

- I  $\square$  am  $\bigwedge$  am <u>not</u> 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. 1.
- 2.
- Well(s) Yes No Well Registration No(s): <u>55-</u> Irrigation Water Rights Yes No IGR Number: <u>58-</u> 3.
- Well is located within the acquisition area, outside the acquisition area. 4.

(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.

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

GRANTOR: Ruth Ilas and Filaret Ilas, wife and husband, as community property with full right of survivorship

Signature

-10-202 Date:

Signature

Date: 01-10-2023

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

By: Jeff Serdy, Chairman of the Board

Date:

ATTEST:

By: Clerk of the Board

APPROVED AS TO FORM:

By: \_

Deputy County Attorney

Accepted: Escrow Officer

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

PARCELS: 511-61-2560, 511-61-2570 511-61-280 AND 511-61-2590.

Purchase Agreement and Escrow Instructions. Page 3 of 3



#### DESCRIPTION

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

LOT 256, 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.



Exhibit A - contd DESCRIPTION

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

LOT 257, 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.



Exhibit A - cntd

DESCRIPTION

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

LOT 258, 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.



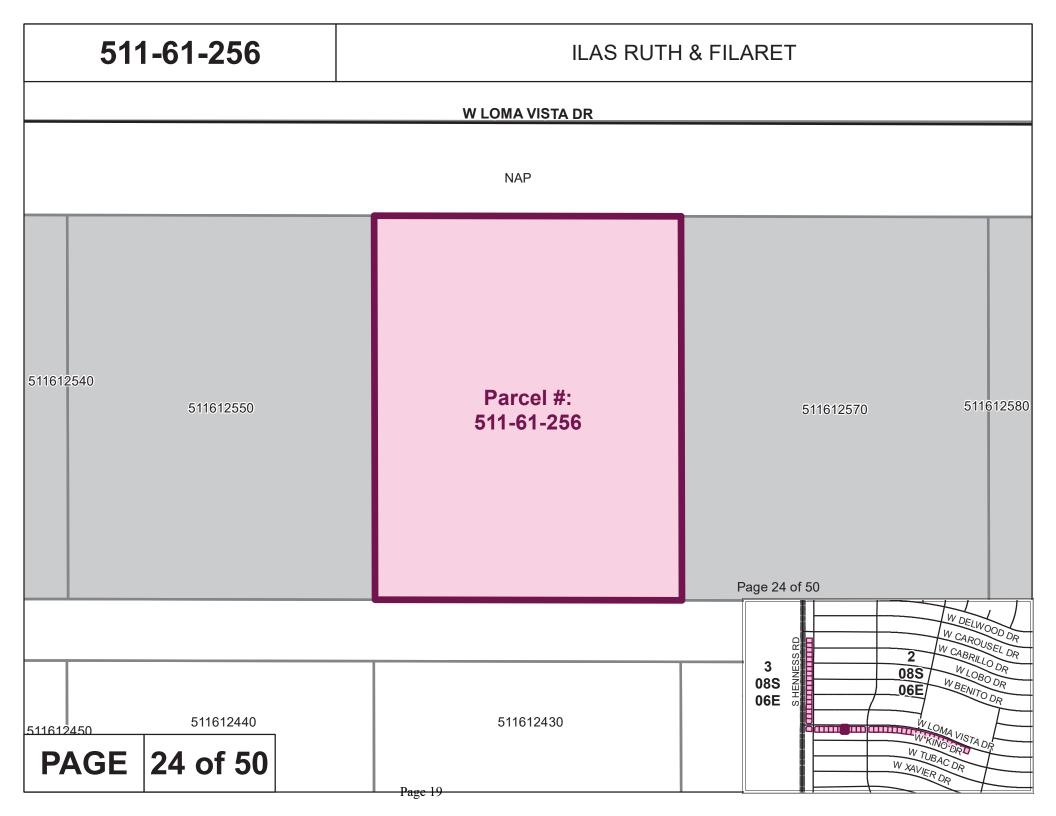
Exhibit A - cntd

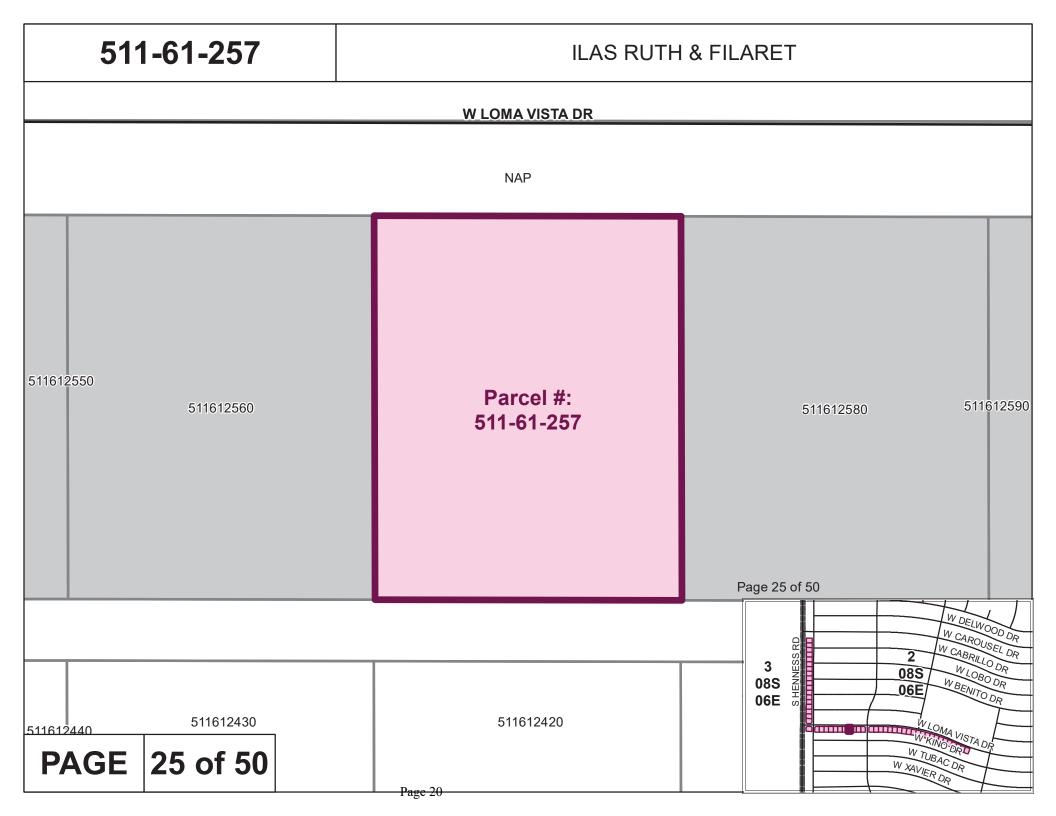
DESCRIPTION

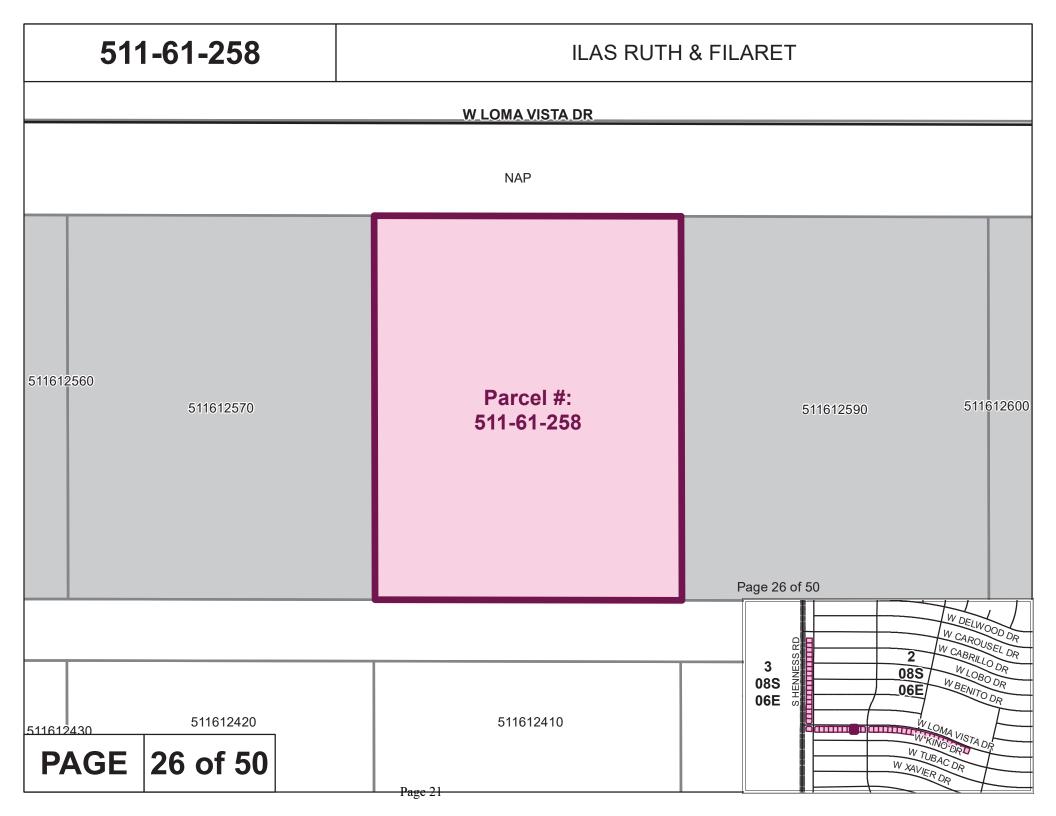
THE PROPERTY DESCRIBED IN QUIT-CLAIM DEED RECORDED AS FEE NUMBER 2020-000573 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID QUIT-CLAIM DEED AS FOLLOWS:

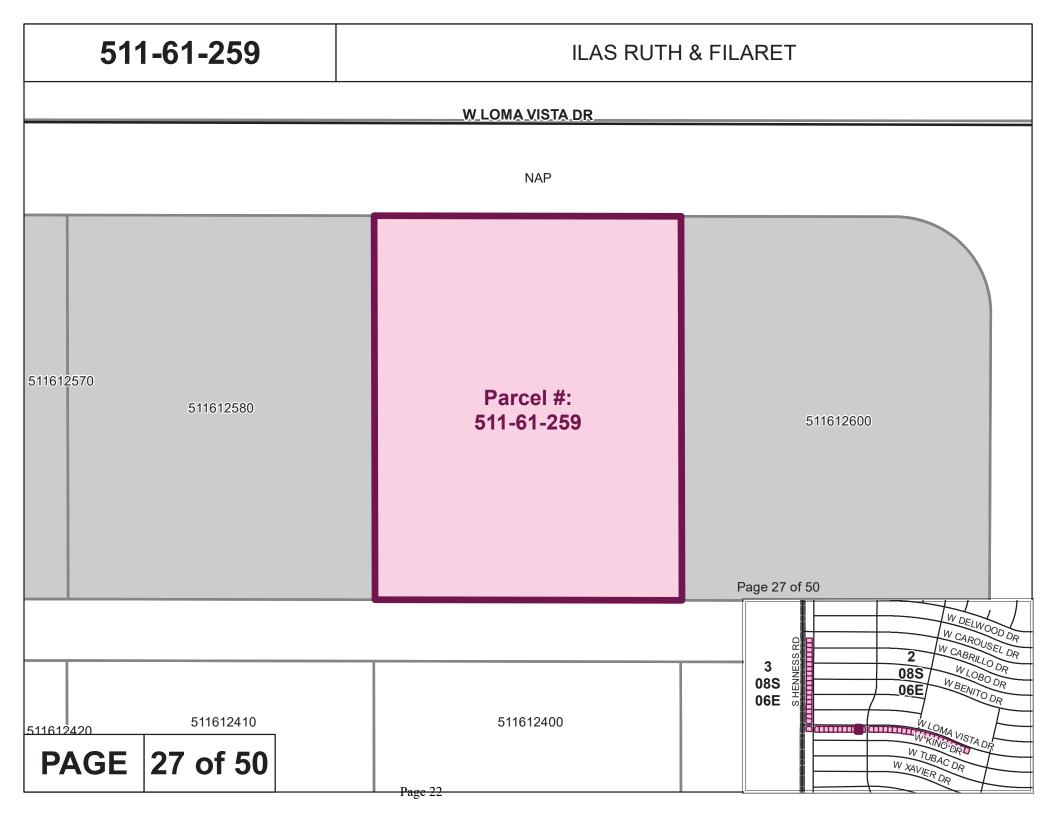
LOT 259, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.













### AGENDA ITEM

## February 1, 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

Time

Who

Approval

## ATTACHMENTS:

Click to download

Notice of Posting



## **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 <u>Wednesday, February 1, 2023 at 9:30 a.m.</u> 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 <a href="https://www.pinal.gov/396/Meeting-Videos">https://www.pinal.gov/396/Meeting-Videos</a>

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 <u>ClerkoftheBoard@pinal.gov</u> 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 27, 2023, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Library 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 27th day of January, 2023.



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

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