

122



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

DATE/TIME: 09/10/2020 1110
FEE: \$0.00
PAGES: 12
FEE NUMBER: 2020-090575

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

RESOLUTION NO. 090920-12020-020

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS APPROVING A PURCHASE AGREEMENT, ACCEPTING A WARRANTY DEED AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$7,748.00 FOR THE PURCHASE OF .77 ACRES OF REAL PROPERTY FOR ROADWAY PURPOSES

WHEREAS, the Board of Supervisors ("Board") is authorized pursuant to Arizona Revised Statutes §11-251 to purchase real property for roadway purposes; and

WHEREAS, on August 13, 2020, a Purchase Agreement for sale to the County of .77 acres of real property for roadway purposes (the "Property") was signed by SECTION 22, L.L.C., the owner and seller of the Property (the "Seller"), and delivered to the County. A copy of the Purchase Agreement is attached as Exhibit A; and

WHEREAS, on August 13, 2020, a Warranty Deed for the conveyance to the County of all right, title and interest in the Property was executed by the Seller, and delivered to the County. A copy of the Warranty Deed is attached hereto as Exhibit B; and

WHEREAS, the Purchase Agreement provides that upon approval by the Board of the Purchase Agreement and acceptance by the Board of the Warranty Deed, the County will make payment to the Seller in the amount of \$7,748.00 as consideration for the sale of the Property to the County; and

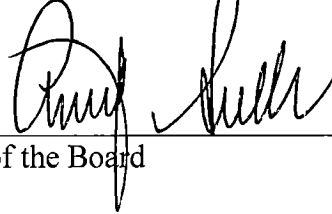
WHEREAS, the Board has determined it is in the best interest of the County to approve and sign the Purchase Agreement, accept the Warranty Deed, and authorize payment to the Seller in the amount of \$7,748.00 in connection with the sale of the property to County for roadway purposes.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Purchase Agreement for the sale by SECTION 22, L.L.C. to the County of .77 acres of real property for roadway purposes attached to this Resolution as Exhibit A is hereby approved and the Chair of the Board of Supervisors is authorized to execute said Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the Warranty Deed conveying title to the subject real property from SECTION 22, L.L.C. to the County attached to this Resolution as Exhibit B is hereby accepted.

BE IT FURTHER RESOLVED, that payment in the amount of \$7,748.00 from the County to SECTION 22, L.L.C. as consideration for the sale of the subject real property to the County is hereby approved and authorized.

PASSED AND ADOPTED this 9th day of September, 2020, by the PINAL COUNTY BOARD OF SUPERVISORS.

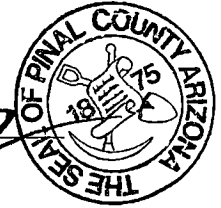


Chairman of the Board

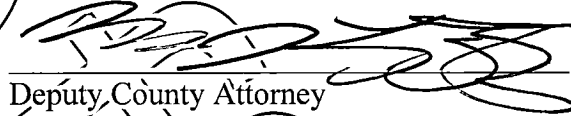
ATTEST:



Clerk of the Board



APPROVED AS TO FORM:


Deputy County Attorney

BOOKING

EXHIBIT A
TO
RESOLUTION NO. 090920-RD20-020

[Purchase Agreement]

See following pages.

Johnson & Johnson

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 is to withhold \$0 as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to Pinal County by the Grantor. Grantor agrees Pinal County may apply the security deposit to payment of any unpaid rents due Pinal County from the Grantor, or to payment for any loss or damage sustained by Pinal County caused by the Grantor after the date of this agreement. Pinal County will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

The Grantor is to notify the Pinal County Public Works Department, Real Estate Section, of the date Grantor intends to vacate the subject property.

Instructions to Escrow Agent: 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 Real Estate Section of Pinal County Public Works Department will be furnished 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 through Pinal County Public Works Department Real Estate Section."

The Escrow Agent is to 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.

Pinal 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 Pinal County through Pinal County Public Works Department Real Estate Section and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Pinal County Board of Supervisors and the final filing and recording of the documents.

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 Pinal 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 Pinal County to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

If Pinal County is acquiring only a portion of Grantor's property, then Grantor grants to Pinal 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 Pinal 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 Pinal County 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 Pinal County.

Pinal 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.

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

GRANTOR: SECTION 22, L.L.C.
Date: 13 August, 2020

A. Ron Dugan

Accepted n/a Date _____
ESCROW OFFICER

PINAL COUNTY BOARD OF SUPERVISORS

By [Signature]
Chairman of the Board

Date: September 9, 2020

Attest:
By [Signature]
Clerk of the Board

Date: September 9, 2020

LAND DESCRIPTION

THE WEST 60 FEET OF THE NORTH 1250 FEET OF THE SOUTH 1300 FEET OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THEREFROM:

THE WEST 33 FEET;

CONTAINING:

PORTION WITHIN SECTION 22; 0.7748 ACRES OR 33,750 SQUARE FEET MORE OR LESS;

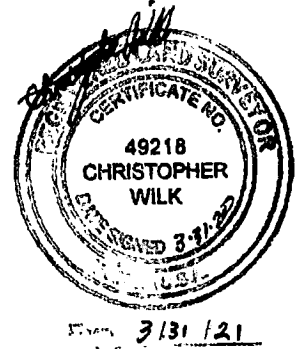


EXHIBIT OF LAND DESCRIPTION

NW CORNER,
SEC 22, T6S, R3E

SECTION 21

SECTION 22

SMITH RD

SR 84

SW CORNER,
SEC 22, T6S, R3E

N00°03'08"E

5284.12'

50.00'

1250.00'

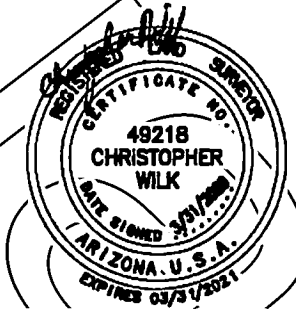
27'

33'

NOTE:
MONUMENTS, BEARINGS AND
DISTANCES SUPPLIED BY
NFra INC. PINAL COUNTY
FIELD WORK NOT USED TO
CREATE THIS EXHIBIT.

CONTAINING:
0.7748 ACRES OR
33,750 SQUARE FEET
MORE OR LESS.

THIS EXHIBIT IS MEANT TO ACCOMPANY
A LAND DESCRIPTION AND DOES NOT
CONSTITUTE A BOUNDARY SURVEY.



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS
CIP/ INSPECTIONS/ SURVEY SECTION
SURVEY



COST CENTER #: 3111664
FILE: SMITH-KORTSEN.DWG
DATE: 3/31/2020

EXHIBIT B

TO

RESOLUTION NO. 090920-2020-020

[Warranty Deed]

See following pages.

Warrant

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OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded mail to:
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P.O., Box 827
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DATE/TIME: 09/10/2020 1110
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WARRANTY DEED

EXEMPT: A.R.S. § 11-1134(A)(7)

That, **SECTION 22, L.L.C.**, an Arizona limited liability company, Grantor, does hereby grant and convey to **PINAL COUNTY**, a political subdivision of the State of Arizona, Grantee, for the benefit of the public for roadway and utility purposes and all incidentals thereto, the following real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto, as legally described in Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO all matters of record.

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

DATED this 13 day of August, 2020.

GRANTOR: SECTION 22, L.L.C.

By: Thomas M. Dugan

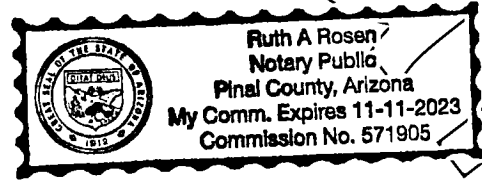
Title: owner

STATE OF ARIZONA)
) ss.
COUNTY OF Pinal)

The foregoing Warranty Deed was acknowledged before me this 13 day of August, 2020, by THOMAS M. DUGAN, as Manager of SECTION 22, L.L.C. and being authorized so to do.

Ruth A. Rosen
Notary Public

My Commission Expires: 11-11-2023



**EXHIBIT A
TO
WARRANTY DEED**

[Legal Description]

See following pages.

U
H
O
F
C
S

LAND DESCRIPTION

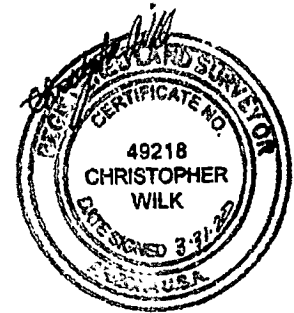
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EXCEPT THEREFROM:

THE WEST 33 FEET;

CONTAINING:

PORTION WITHIN SECTION 22; 0.7748 ACRES OR 33,750 SQUARE FEET MORE OR LESS;



Exp. 3/31/21

EXHIBIT OF LAND DESCRIPTION

NW CORNER,
SEC 22, T6S, R3E

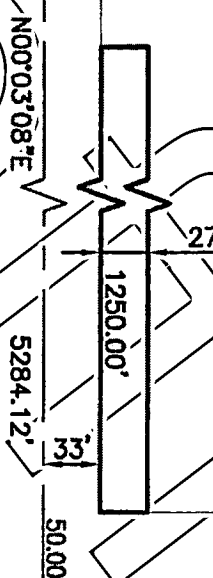
SECTION 21

SECTION 22

SMITH RD

SR 84

SW CORNER,
SEC 22, T6S, R3E

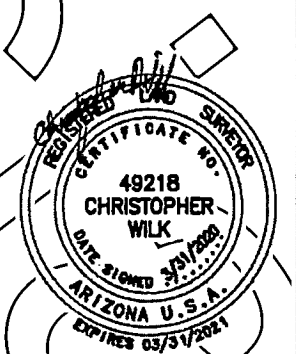


NOTE:

MONUMENTS, BEARINGS AND DISTANCES SUPPLIED BY NFra INC. PINAL COUNTY FIELD WORK NOT USED TO CREATE THIS EXHIBIT.

CONTAINING:
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33,750 SQUARE FEET
MORE OR LESS.

THIS EXHIBIT IS MEANT TO ACCOMPANY A LAND DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS
CIP/ INSPECTIONS/ SURVEY SECTION
SURVEY



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