



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 5, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Rocking K Holdings Ltd Partnership, an Arizona limited partnership, and Rincon Valley Holdings Ltd Partnership, an Arizona limited partnership

***Project Title/Description:**

Agreement to Donate Real Property, File No. Acq-1117

***Purpose:**

Pima County Flood Control District (the "District") will acquire, by donation, a portion of tax parcel 205-81-009A consisting of 19.875 acres

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The District will acquire property for the Floodprone Land Acquisition Program

***Public Benefit:**

Floodprone land will be removed from future development

***Metrics Available to Measure Performance:**

The District will acquire 19.875 acres of fee property that has an estimated value of \$60,000.00 for a not-to-exceed amount of \$2,100.00 which includes closing costs

***Retroactive:**

No

To: COB W-21-22 (1)
Vers: 1
Pgs: 13

JUN21'22AM1132PO

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 22*0417
 Commencement Date: 7/5/2022 Termination Date: 1/4/2023 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 2,100.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Flood Control Non-Bond Projects**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required: _____**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required: _____**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: George Andros

Department: Real Property Services

Telephone: 724-6308

Department Director Signature: _____

Date: 6/16/2022

Deputy County Administrator Signature: _____

Date: 6/17/2022

County Administrator Signature: _____

Date: 6/17/2022



ADV Contract Number: CT-RPS-22*0417

AGREEMENT TO DONATE REAL PROPERTY

1. **Defined Terms.** The following terms will be used as defined terms in this Acquisition Agreement and have the meaning set forth below ("**Agreement**");

1.1. Donor: Rocking K Holdings Ltd Partnership, an Arizona limited partnership, and Rincon Valley Holdings Ltd Partnership, an Arizona limited partnership

1.2. Donee: Pima County Flood Control District, a political taxing authority of the State of Arizona

1.3. Donee's Maximum Closing Costs: not to exceed two thousand one hundred Dollars (\$2,100.00)

1.4. Title Company: Fidelity National Title Agency, Judy Kaiser, Escrow Officer, 1 S. Church Ave., Ste. 1410 Tucson, AZ 85701

1.5. Effective Date: the date Donor and Donee have approved and accepted this Agreement by affixing their signatures. The date Donee executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.

1.6. Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.7. Removed Exceptions: items none on **Exhibit B**

1.8. Donor's Address: 2200 E River Rd, Ste 115, Tucson, AZ 85718

1.9. Donee's Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: Jeffrey.Teplitsky@pima.gov

2. **Parties; Effective Date.** This Agreement is entered into between Donor and Donee, and shall be effective on the Effective Date. Donor and Donee are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Background & Purpose.**

3.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately 19.875 acres legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all structures and improvements situated thereon, if any (hereinafter collectively referred to as the "**Property**");

3.2. Donor desires to donate the Property to Donee; and

3.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

4. **Donation.**

4.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

4.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

4.3. Having been fully informed of the right to have the property appraised and to receive just compensation based upon the appraisal, Donor acknowledges and agree that the decision to donate the Property was voluntary and made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

4. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

4.4. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of

Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

4.5. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

5. **Donor's Covenants.**

5.1. No Salvage. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

5.3. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

6. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or as of Closing will be, no personal property located on Property.

7. **Closing.**

7.1. Closing. The Closing shall take place after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

7.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

7.3. Larger Parcel. If Donor's entire owned parcel (the "Larger Parcel") is larger than the Property, then the proration of taxes will be for the portion of taxes assessed against Donor's entire parcel that is attributable to the Property. Donor will pay in full the property tax and any unpaid assessments on the Larger Parcel for the calendar year in which the Closing occurs, before becoming delinquent. Donor will hold Donee harmless from any damages resulting from Donor's failure to pay all such amounts due.

7.4. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

7.4.1. an executed Special Warranty Deed ("**Deed**") in the form of Exhibit C attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

7.4.2. one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

7.4.3. possession of the Property.

7.5. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs will not exceed Donee's Maximum Closing Costs.

8. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

9. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

10. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

The Parties have signed this Agreement on the dates set forth below.

Donor:

Rocking K Holdings Ltd Partnership, an Arizona limited partnership

By: Diamond Ventures, Inc., General Partner

By:  Date: 5/31/22

Its: VICE PRESIDENT

Rincon Valley Holdings Ltd Partnership, an Arizona limited partnership

By: Rincon Valley Properties, Inc., General Partner

By:  Date: 5/31/22

Its: VICE PRESIDENT

Donee: Pima County Flood Control District, a political taxing authority of the State of Arizona:

Chairman, Board of Directors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:


 6/17/2022

Carmine DeBonis, Deputy County Administrator for
Public Works



Jeffrey Teplitsky, Manager, Real Property Services

APPROVED AS TO FORM:

 June 13, 2022

Kathryn Ore, Deputy Pima County Attorney

TAX PARCEL NUMBER: 205-81-009A



Engineering and Environmental Consultants, Inc.

555 E. River Road, Suite 301 | Tucson, Arizona 85704 | P: 520.321.4625

04/28/2022
EEC No. 22099.02
Page 1 of 3

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1.5 INCH ALUMINUM CAPPED SURVEY MONUMENT LS24530 MARKING THE SOUTHWEST CORNER OF SAID SECTION 17 FROM WHICH A ½ INCH REBAR LS4786 AT THE 16TH CORNER OF SECTION 18 OF SAID TOWNSHIP 15 SOUTH, RANGE 16 EAST BEARS NORTH 03 DEGREES 10 MINUTES 54 SECONDS EAST A DISTANCE OF 1322.45 FEET;

THENCE UPON THE COMMON LINE BETWEEN SAID SECTIONS 17 AND 18 NORTH 03 DEGREES 10 MINUTES 54 SECONDS EAST A DISTANCE OF 1322.45 FEET TO A 1/2 INCH REBAR LS4786 AT SAID 16TH CORNER OF SECTION 18;

THENCE UPON SAID COMMON LINE BETWEEN SECTIONS 17 AND 18 NORTH 00 DEGREES 33 MINUTES 15 SECONDS EAST A DISTANCE OF 1.76 FEET TO A 5/8 INCH REBAR LS10171 AT THE 16TH CORNER OF SECTION 17;

THENCE UPON SAID COMMON LINE BETWEEN SECTIONS 17 AND 18 NORTH 03 DEGREES 12 MINUTES 26 SECONDS EAST A DISTANCE OF 441.15 FEET TO A 1/2 INCH REBAR LS27739 MARKING THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 700.00 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 041 DEGREES 23 MINUTES 14 SECONDS A DISTANCE OF 505.64 FEET TO A 1/2 INCH REBAR LS27739 MARKING THE BEGINNING OF A CURVE WHOSE RADIUS BEARS SOUTH 37 DEGREES 37 MINUTES 49 SECONDS WEST A DISTANCE OF 999.91 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 042 DEGREES 44 MINUTES 58 SECONDS A DISTANCE OF 746.05 FEET;

THENCE SOUTH 25 DEGREES 47 MINUTES 18 SECONDS WEST A DISTANCE OF 162.90 FEET;

THENCE SOUTH 01 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 200.34 FEET;

THENCE SOUTH 10 DEGREES 41 MINUTES 50 SECONDS EAST A DISTANCE OF 378.94 FEET TO THE SOUTH BOUNDARY OF SAID SECTION 17;

THENCE UPON THE SOUTH BOUNDARY OF SAID SECTION 17 NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST A DISTANCE OF 738.97 FEET TO THE **POINT OF BEGINNING**.

Prepared by:
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS



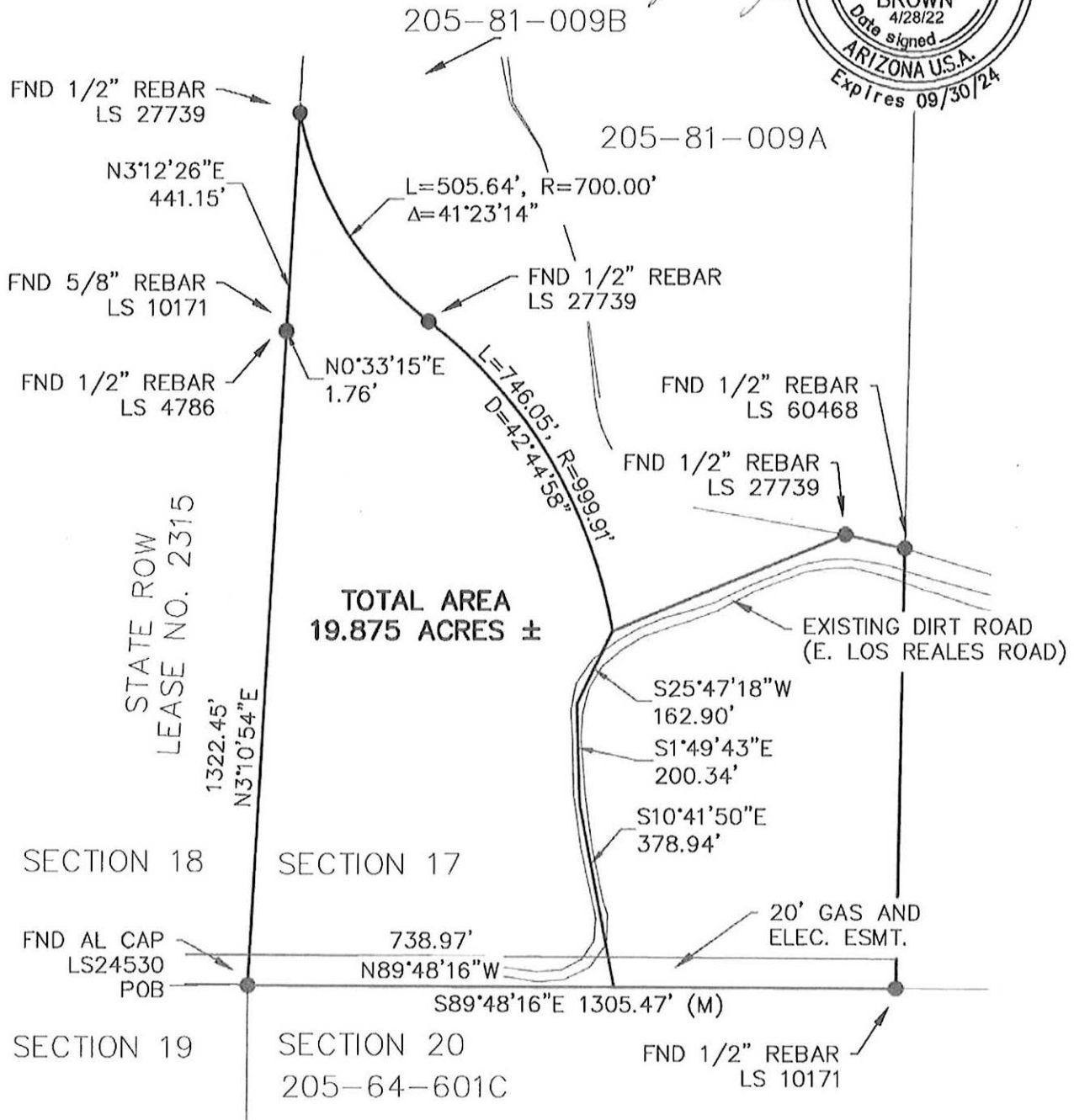


EXHIBIT "A-1"

DEPICTION OF EXHIBIT "A"

SEC. 17, T-15-S, R-16-E, G&SRM
PIMA COUNTY, ARIZONA

1" = 300'



Engineering and Environmental Consultants, Inc.
555 E. RIVER ROAD, SUITE 301
TUCSON, ARIZONA 85704 520-321-4625

04/26/22
EEC No. 22099.02
SHT 3 OF 3

Exhibit "B"

Order No.: 20001322-020-2JK-PK3

**SCHEDULE B – PART II
EXCEPTIONS**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2022.
2. The rights or claims of title, if any, by the United States of America, State of Arizona, the municipality and the public to any portion of the Land being located in the bed of any river or dry wash
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose:	Ingress and egress
Recording Date:	September 11, 1957
Recording No:	Docket 1174, Page 415
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose:	Electric and gas
Recording Date:	September 11, 1972
Recording No:	Docket 4333, Page 479
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose:	Electric transmission line
Recording Date:	December 20, 1972
Recording No:	Docket 4404, Page 140

Exhibit "B" (Continued)

6. Matters contained in that certain document

Entitled: Board of Supervisors Memorandum
Recording No: Docket 9477, Page 1828, and
Recording No: Docket 9477, Page 1830

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document

Entitled: Resolution No 02-010
Recording No: Docket 11790, Page 1246

Reference is hereby made to said document for full particulars.

8. Matters contained in that certain document

Entitled: Resolution No 2003-288
Recording No: Docket 12201, Page 358, and
Recording No: Docket 12216, Page 1051

Reference is hereby made to said document for full particulars.

9. Matters contained in that certain document

Entitled: Ordinance 2008-41
Recording Date: April 22, 2008
Recording No: Docket 13290, Page 1859

Reference is hereby made to said document for full particulars.

10. Any policy of title insurance issued under this application will not insure a legal right of access to and from said Land. Insuring Provision Insuring provision to be deleted will be deleted.

END OF SCHEDULE B – PART II

EXHIBIT "C"

When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

Special Warranty Deed

For the mutual consideration which is hereby acknowledged, the undersigned, Rocking K Holdings Ltd Partnership, an Arizona limited partnership, and Rincon Valley Holdings Ltd Partnership, an Arizona limited partnership, the "Grantors" herein, do hereby convey to PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantors have an interest and appurtenant thereto:

As described in Exhibit A attached hereto.

Subject to all matters of record.

Grantors hereby bind themselves and their successors to warrant and defend the title as against all acts of Grantors herein and no other, subject to the matters set forth above.

Dated this _____ day of _____, 20____.

Rocking K Holdings Ltd Partnership,
an Arizona limited partnership
By: Diamond Ventures, Inc., General Partner

Rincon Valley Holdings Ltd Partnership, an
Arizona limited partnership
By: Rincon Valley Properties, Inc., General Partner

By: _____
Its: _____

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____,
20____ by _____.

Notary Public

My Commission Expires: _____

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Directors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: GA	File #: Acq-1117	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>