



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: December 6, 2022

\* = Mandatory, information must be provided

or Procurement Director Award:

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

United States of America

**\*Project Title/Description:**

Department of the Army, Offer to Sell Real Property

**\*Purpose:**

In 2015, Pima County, the Arizona Air National Guard 162nd Wing (AANG), the City of Tucson, Raytheon, and the Tucson Airport Authority (TAA) agreed to create a 297.33 acre buffer area known as Parcel H, located south of the existing Air Force/Raytheon Plant 44 for the purpose of benefitting both Raytheon and the AANG . The City of Tucson acquired Parcel H from TAA on February 14, 2020. Pima County acquired a portion of Parcel H (Parcel H2) totaling 84.85 acres from the City of Tucson on February 14, 2020 for \$1,847,791. Pima County will sell Parcel H2 to the USA for use by the AANG at the same amount that it was acquired for totaling \$1,847,791. (Sale-0074)

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04-020

**\*Program Goals/Predicted Outcomes:**

To sell Parcel H2 totaling 84.85 acres to the USA for use by the AANG to be used for the MSA at purchase price amount of \$1,847,791. The sale of Parcel H2 to the USA will allow Raytheon to expand their operations by creating a MSA for the AANG that achieves quantity distance arcs for the safe storage of munitions.

**\*Public Benefit:**

Revenue to Pima County to provide for a buffer for existing Raytheon operations as identified in the adopted Pima County Economic Development Plan 2015-2017.

**\*Metrics Available to Measure Performance:**

Adopted Pima County Economic Development Plan 2015-2017.

**\*Retroactive:**

No

Attached: Location Map

To: COB 11-17-22 (1)  
Vers.: 1  
pgs.: 10

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: CTN Department Code: RPS Contract Number (i.e., 15-123): 23\*0076
Commencement Date: 12/6/2022 Termination Date: 6/5/2023 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 1,847,791.00

\*Funding Source(s) required:
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: Tim Murphy
Department: Real Property Services

Telephone: 724-6379

Department Director Signature:

Date: 11/14/2022

Deputy County Administrator Signature:

Date: 11/14/2022

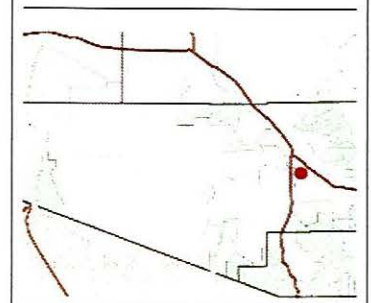
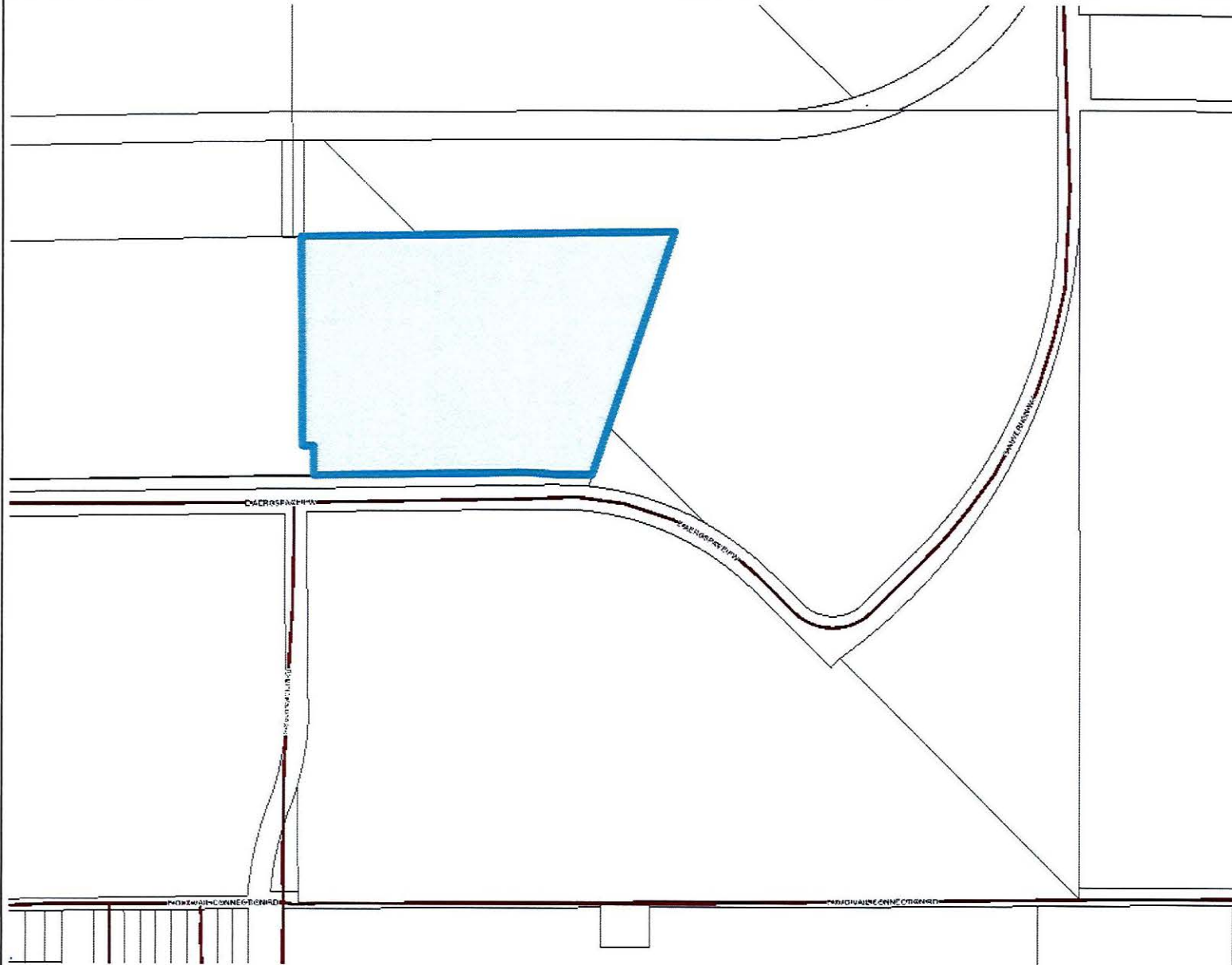
County Administrator Signature:

Date: 11/15/2022

# Location Map 140-47-005K

## Legend

- Streets - All
- Parcels



## Notes:

2,000.0 0 1,000.00  
Feet



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

11/4/2022



# MEMORANDUM

## REAL PROPERTY SERVICES

**Date:** November 18, 2022

**To:** Board of Supervisors  
Clerk of the Board

**From:** Jeffrey Teplitsky, Director *JT*  
Real Property Services

**RE:** CTN-RPS-23\*0076, Offer to Sell and Resolution to the Board

There are two (2) documents being a part of CTN-RPS-23\*0076

1. The Department of the Army Offer to Sell Real Property
2. Resolution 2022-.

The Offer to Sell Real Property (“Offer”) is the form contract that the United States of America (“Air Force”) uses for property acquisitions. The Offer was inadvertently signed on August 5, 2022 as part of the process to move the acquisition forward in an expeditious manner. Within the Offer document is a Certificate of Authority that the Board of Supervisors (Chair Bronson) is being requested to sign giving the Real Property Services (RPS) Director the authority to have inadvertently signed the Offer and to proceed with the sale of Parcel H2 (the “Property”).

### ***Background***

In 2015, Pima County, the City of Tucson, the Tucson Airport Authority and Raytheon Missile Systems agreed that the Property would be available for sale to the Arizona Air National Guard (“AANG”) for use as a buffer for a Munition Storage Area, thereby allowing Raytheon the needed buffer for future expansions. In February 2020, Pima County acquired the Property totaling 84.85 acres from the City of Tucson at the appraised value of \$1,847,791. Subsequent to that purchase Pima County RPS submitted a Letter of Intent to the AANG stating that it was the express intent of Pima County to sell the Property to the AANG at the sale price of \$ \$1,847,791.

### ***Recommendation***

There is urgency in moving forward with the Offer to sell the Property to the AANG. The sale of the Property will ensure that Raytheon will be able to expand operations in Tucson.

**DEPARTMENT OF THE ARMY**  
**OFFER TO SELL REAL PROPERTY**

**PROJECT: AZANG Land Acquisition XHEA-FY2021-00330**  
**CONTRACT No.: DACA09-6-22-6012**  
**APN: 140-47-005K (AKA: Parcel H2)**

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title to the land described in Exhibit A and shown in Exhibit B, containing **84.85 +/- acres**, with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the Pima County, State of Arizona, bounded and described above subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; subject to the following exceptions and rights outstanding in third parties: **NONE.** *gt*

The Vendor reserves only the following rights and interests in the property described in Exhibit A: (namely:) **NONE.**

The terms and conditions of this offer are as follows:

1. The Vendor agrees that this offer may be accepted by the United States of America through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at any time within **six (6) months** from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

2. The United States of America agrees to pay to the Vendor of the said land the sum of **ONE MILLION EIGHT HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED NINETY ONE DOLLARS AND ZERO CENTS (\$1,847,791.00)**, payable on the acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved, above, together with all right, title, and interest which the Vendor may have in the banks, beds, and waters of any streams bordering the said land to be conveyed, and also all interest in alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

3. It is agreed that the United States of America will defray the expenses incident to the preparation and recordation of the deed to the United States of America and the

procurement of the necessary title evidence.

4. The Vendor agrees to satisfy of record at or before the transfer of title, all encumbrances and special assessments which are a lien against the land, as the United States of America may require, and to pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in the United States of America, or the effective date of possession of such real property by the United States of America, whichever is the earlier, and, if the Vendor fails to do so, the United States of America may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States of America shall be deducted from the purchase price of the land; and that the Vendor will, at the request of the United States of America and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to the United States of America and obtain and record such other curative evidence of title as may be required by the United States of America.

5. The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States of America have been accepted by the United States of America through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the United States of America; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States of America, the United States of America may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

6. The Vendor agrees that the United States of America may, notwithstanding the prior acceptance of this offer, acquire title to said land in the name of the United States of America by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States of America in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said land; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the compensation for the land and shall be prorated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

7. The Vendor hereby grants to the United States of America the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of America of this offer until such time as said land is conveyed to the United States of America and, upon demand, the Vendor will immediately vacate the property and deliver possession to the United States of

America.

**8.** It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States of America and to execute any instrument deemed necessary to convey to the United States of America any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

**9.** The Vendor represents and it is a condition of acceptance of this offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall be not construed to extend to any agreement if made with a corporation for its general benefit.

**10.** The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

**11.** All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States of America has made any representation or promise with respect to this offer not expressly contained herein.

**12.** The consideration amount in this Offer To Sell, whether accepted by the United States of America or not, will be considered null and void by the Vendor and Vendee, if, after an environmental examination, the Vendee discovers within any portion of the property any Comprehensive Environmental Response Compensation and Liability Act (CERCLA) regulated contaminants, or other materials and objects of any kind, which Vendee determines to negatively impact the value of the property or suitability for the Project. Notice of such negative impact determination will be provided to Vendor in writing.

Contract No. DACA09-6-22-6012

SIGNED, SEALED, AND DELIVERED this 5th day of August, 2022.

\*WITNESSES:




\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VENDOR:

  
\_\_\_\_\_  
PRINTED NAME

80-12000543  
\_\_\_\_\_  
Tax ID or SSN

\_\_\_\_\_  
SPOUSE PRINTED NAME

\_\_\_\_\_  
Tax ID or SSN

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Tax ID or SSN

\_\_\_\_\_  
SPOUSE PRINTED NAME

\_\_\_\_\_  
Tax ID or SSN

\*These spaces to be used for signatures of witnesses if required by state law.



Contract No. DACA09-6-22-6012

**ACCEPTANCE OF OFFER TO SELL REAL PROPERTY**

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

The offer of the **Vendor** contained herein is hereby accepted for and on behalf of the **United States of America**.

WITNESS:

\_\_\_\_\_  
**ROBERT E. MORIARTY, P.E., SES**  
**Deputy Assistant Secretary of the Air Force**  
**(Installations)**

Approved for sufficiency of funds: \$1,847,791.00

\_\_\_\_\_  
**Name and Signature**

\_\_\_\_\_  
**Date**

**NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:**

### CERTIFICATE OF AUTHORITY

I, Sharon Bronson, certify that I am the Chairman, Board of Supervisors  
 (Name) (Secretary or Attesting Officer)  
 of the Pima County, a political subdivision, named as grantee/lessee/licensee herein;  
 (Agency Name)  
 that Jeffrey Teplitsky, who signed this Agreement on behalf  
 (Officer Name)  
 of said Pima County, was then Director, Real Property Services  
 (Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the Pima County by authority of its governing body and is within  
 (Agency Name)

the scope of its statutory powers.

APPROVED AS TO FORM:

Bobby Yu  
 Bobby Yu, Supervising  
 Attorney

Signed, \_\_\_\_\_  
 Secretary or Attesting Officer

ATTEST: \_\_\_\_\_  
 Melissa Manriquez, Clerk of Board

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.

EXHIBIT 'A'

ARIZONA AIR NATIONAL GUARD MUNITIONS STORAGE FACILITY  
PARCEL "H2" LAND DESCRIPTION

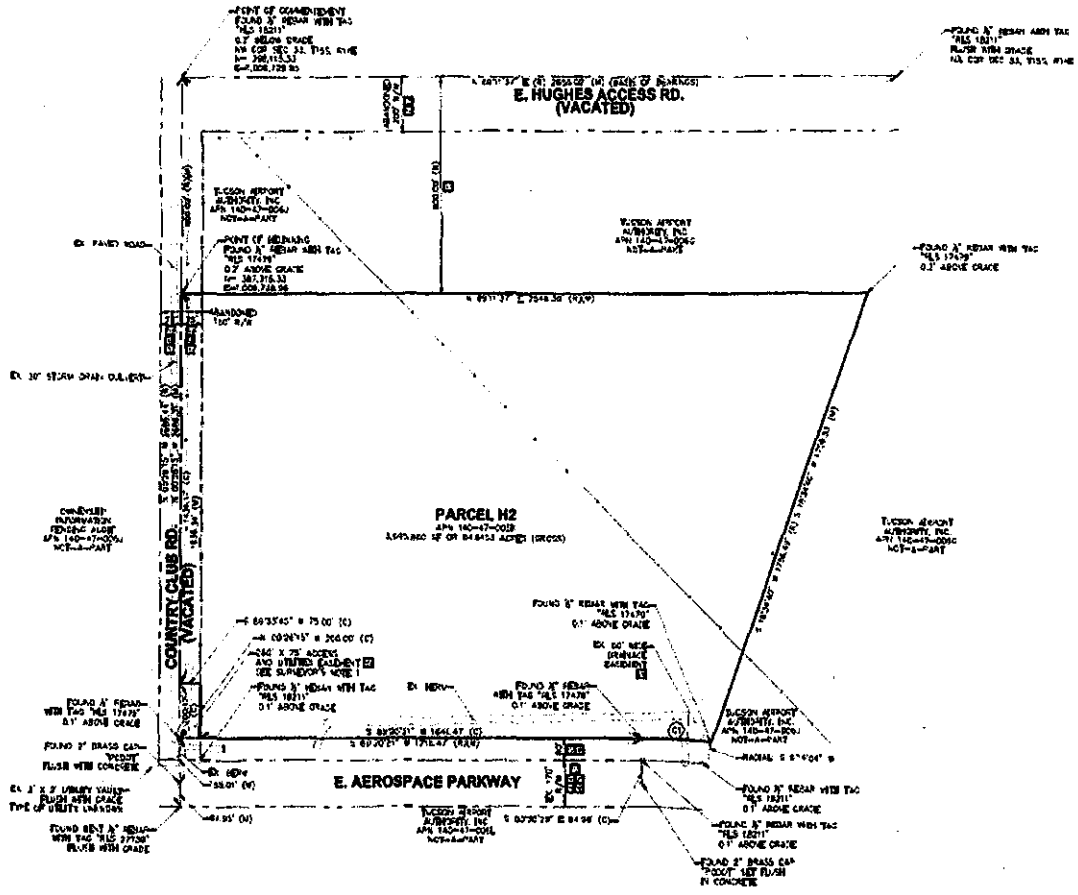
A parcel of land situated in Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

**Commencing** at a found 1/2" rebar stamped "RLS 18211" marking the northwest corner of said Section 33 as shown on Sequence Number 20150750518, Page 11, and 20150750519, Page 12, recorded March 16, 2015 in the Pima County Recorder's Office; thence along the west line of said Section 33 South 0°26'15" East a distance of 800.02 feet to a point on a line parallel with and 800.00 feet southerly measured at right angles to the north line of said Section 33, and being the **True Point of Beginning**;

Thence along said parallel line North 89°11'37" East a distance of 2546.39 feet; thence leaving said line South 18°34'40" West a distance of 1756.53 feet to a point on a curve parallel with and 80.00 feet northerly measured at right angles to the northerly right of way line of East Aerospace Parkway, a 170.00 foot wide right of way, as shown on Sequence 20150750518, Page 9, and the beginning of a non-tangent curve, concave southwesterly, having a radius of 2145.00 feet through which point a radial line bears South 6°14'04" West; thence along said parallel curve westerly through a central angle of 6°53'43" an arc distance of 258.14 feet to a point of tangency; thence continuing along a said line parallel with and 80.00 feet northerly measured at right angles to the northerly right of way of said East Aerospace Parkway South 89°20'21" West a distance of 1641.47 feet to a point on the easterly right of way line of Country Club Road, a 150.00 foot wide right of way, as shown on Pima County Proceedings Number 1309, Road Map Book 14, Page 86; thence along said right of way North 0°26'15" West a distance 200.00 feet; thence leaving said easterly right of way South 89°33'45" West a distance of 75.00' to the west line of said Section 33; thence along said west line North 0°26'15" West a distance of 1436.17 feet to the **True Point of Beginning**.

Containing 84.85 acres of land more or less.

EXHIBIT B

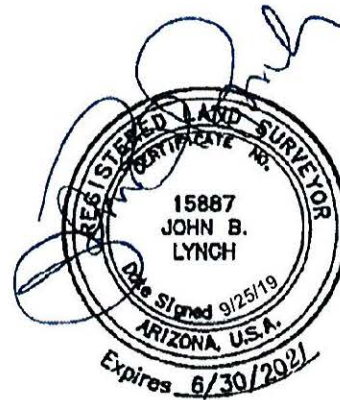


The basis of bearings for this description is the Arizona Coordinate System, 1983 (ACS83), NAD 2011, International Feet, Central Zone, based locally upon survey station "TUS AP" and survey station "TUS A", grid bearing between stations being South 51°10'01.67" East.

Legal Description prepared by or under  
the supervision of:

---

John Lynch, RLS 15887



RESOLUTION NO. 2022 - \_\_\_\_\_

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS  
FOR THE CONVEYANCE OF PIMA COUNTY PROPERTY TO  
ARIZONA AIR NATIONAL GUARD FOR MUNITIONS STORAGE  
PURPOSES, SITUATED WITHIN SECTION 33, TOWNSHIP 15  
SOUTH, RANGE 14 EAST, G&SRM, PIMA COUNTY, ARIZONA**

**The Board of Supervisors of Pima County, Arizona finds:**

1. Pima County collaborated with the Arizona Air National Guard 162<sup>nd</sup> Wing (AANG), City of Tucson, Raytheon, and the Tucson Airport Authority (TAA) to plan the development of a buffer area to the south of Air Force Plant 44 that included space for Quantity Distance Arcs for a Munitions Storage Area (MSA) for the AANG and Raytheon.
2. The City of Tucson acquired the 297.33 acre buffer area (Parcel H) at a price of \$6,475,000 or \$21,777.15 per acre from TAA. As part of that transaction, the City of Tucson deeded Pima County a portion of Parcel H (Parcel H2) totaling 84.85 acres for use by the AANG that will provide the land for the MSA.
3. Pima County completed the purchase of Parcel H2 from the City of Tucson in February 2020 at a cost of \$1,847,791, or \$21,777.15 per acre.
4. Pima County submitted a Letter of Intent (LOI) in September 2020 to AANG with the express intent of Pima County selling the MSA land to AANG at the price of \$1,847,791, or \$21,777.15 per acre subject to the terms of a purchase contract approved by the County Board of Supervisors.

**NOW, THEREFORE, BE IT RESOLVED,**

The subject property described and depicted in Exhibit "A" will be conveyed by Deed to the AANG subject to the terms and conditions of the attached Purchase Agreement.

Upon execution and recordation of the Deed, the Property shall vest in AANG.

Passed and adopted, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chair, Pima County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

*Bobby Yu*

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Bobby Yu, Deputy County Attorney

BOS Approval: 12/6/2022	S33/T15S/R14E	File Sale-0074	Agent: TM
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## EXHIBIT A

### ARIZONA AIR NATIONAL GUARD MUNITIONS STORAGE FACILITY PARCEL "H2" LAND DESCRIPTION

A parcel of land situated in Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

**Commencing** at a found 1/2" rebar stamped "RLS 18211" marking the northwest corner of said Section 33 as shown on Sequence Number 20150750518, Page 11, and 20150750519, Page 12, recorded March 16, 2015 in the Pima County Recorder's Office; thence along the west line of said Section 33 South  $0^{\circ}26'15''$  East a distance of 800.02 feet to a point on a line parallel with and 800.00 feet southerly measured at right angles to the north line of said Section 33, and being the **True Point of Beginning**;

Thence along said parallel line North  $89^{\circ}11'37''$  East a distance of 2546.39 feet; thence leaving said line South  $18^{\circ}34'40''$  West a distance of 1756.53 feet to a point on a curve parallel with and 80.00 feet northerly measured at right angles to the northerly right of way line of East Aerospace Parkway, a 170.00 foot wide right of way, as shown on Sequence 20150750518, Page 9, and the beginning of a non-tangent curve, concave southwesterly, having a radius of 2145.00 feet through which point a radial line bears South  $6^{\circ}14'04''$  West; thence along said parallel curve westerly through a central angle of  $6^{\circ}53'43''$  an arc distance of 258.14 feet to a point of tangency; thence continuing along a said line parallel with and 80.00 feet northerly measured at right angles to the northerly right of way of said East Aerospace Parkway South  $89^{\circ}20'21''$  West a distance of 1641.47 feet to a point on the easterly right of way line of Country Club Road, a 150.00 foot wide right of way, as shown on Pima County Proceedings Number 1309, Road Map Book 14, Page 86; thence along said right of way North  $0^{\circ}26'15''$  West a distance 200.00 feet; thence leaving said easterly right of way South  $89^{\circ}33'45''$  West a distance of 75.00' to the west line of said Section 33; thence along said west line North  $0^{\circ}26'15''$  West a distance of 1436.17 feet to the **True Point of Beginning**.

Containing 84.85 acres of land more or less.

The basis of bearings for this description is the Arizona Coordinate System, 1983 (ACS83), NAD 2011, International Feet, Central Zone, based locally upon survey station "TUS AP" and survey station "TUS A", grid bearing between stations being South  $51^{\circ}10'01.67''$  East.