



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 1, 2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Rocking K Development Co.

***Project Title/Description:**

Second Amendment to the Second Amended and Restated Rocking K Development Agreement

***Purpose:**

The Rocking K Specific Plan was originally approved in 1990 and amended in 1997, and applies to the 4,500-acre Rocking K property in Rincon Valley south of Saguaro National Park. Development agreements and amendments have been executed since then to provide more specificity as development activities occur over time. The purposes of this amendment is to address: Dedication of the Rincon Creek floodplain to the Regional Flood Control District; Removal and relocation of fill from the regulatory floodway associated with Rincon Creek for future construction of the mixed-use Town Center; Establishment for construction timing of a bridge across Rincon Creek prior to development north of Rincon Creek; and Dedication and construction of the Hope Camp Trail and construction of the trailhead.

***Procurement Method:**

This Contract is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

This amendment will result in the dedication of 510 acres to the Regional Flood Control District and the County, out of 863 acres that is required to be maintained as natural open space within Rocking K North. Dedication of the Rincon Creek floodplain will mean less development within and adjacent to the Rincon Creek floodplain, removing planned golf course acreage and relocating residential development such that it is further away from the creek and floodplain. The dedication of Rincon Creek floodplain, and the opportunity to transfer development rights, also creates the opportunity to modify land uses in Rocking K North resulting in the potential for reduced development and more connected natural areas. This amendment will also result in the dedication of property for the Hope Camp Trail and funding for design and construction of the Hope Camp Trailhead.

***Public Benefit:**

Public benefit includes dedication of the Rincon Creek Floodplain to the Regional Flood Control District, dedication of property for the trail and funding for design and construction of the trailhead.

***Metrics Available to Measure Performance:**

Timing of developer submittal of block plat, approval and recording of block plat, completion of land dedications, removal and relocation of fill pads, payment for trailhead design and construction costs.

***Retroactive:**

No.

TO: COB, 9-18-24(1)
Vers: D
PGS: 31

SEP18'24AM1041 PD

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

*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: CT Department Code: TR Contract Number (i.e., 15-123): CT2400000040
Amendment No.: 2 AMS Version No.: 0
Commencement Date: October 1, 2024 New Termination Date: 05/14/2038
Prior Contract No. (Synergen/CMS): 20*116

☐ Expense ☒ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 252,000

Is there revenue included? ☒ Yes ☐ No If Yes \$ 252,000

*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: Kathryn Skinner

Department: Transportation

Telephone: 520-724-6880

Department Director Signature: _____


Digitally signed by Kathryn Skinner
DN: cn=Kathryn Skinner, o=Transportation, ou=Pima
County, email=kathryn.skinner@pima.gov, c=US
Date: 2024.09.18 08:32:17 -07'00'

Date: 9/18/2024

Deputy County Administrator Signature: _____

Date: 9/18/2024

County Administrator Signature: _____

Date: 9/18/2024

SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED ROCKING K DEVELOPMENT AGREEMENT

This Second Amendment to the Second Amended and Restated Rocking K Development Agreement (this “**Second Amendment**”), for reference purposes dated _____, 2024, is entered into by and among Pima County (“**County**”), the Pima County Regional Flood Control District (“**District**”), Rocking K Development Co., an Arizona corporation (“**Developer**”), Diamond Ventures, Inc., an Arizona corporation (“**DVI**”), Rocking K Holdings Limited Partnership (“**Rocking K Holdings LP**”), and Rincon Valley Holdings Limited Partnership (“**Rincon Valley Holdings LP**”). Developer, DVI, Rocking K Holdings LP, and Rincon Valley Holdings LP are collectively referred to in this Second Amendment as the “**Landowners**.” County, District, Developer, DVI, Rocking K Holdings LP, and Rincon Valley Holdings LP are collectively referred to in this Second Amendment as the “**Parties**.”

Recitals

- A. County, Developer, and DVI entered into that certain Second Amended and Restated Rocking K Development Agreement, recorded with the County’s authorizing resolution in the office of the Pima County Recorder on May 21, 2018, at Sequence No. 20181410439 (the “**2018 Rocking K DA**”), and a First Amendment to the Second Amended and Restated Rocking K Development Agreement, recorded in the office of the Pima County Recorder on February 1, 2023, at Sequence No. 20230320292 (the “**First Amendment**”).
- B. Under A.R.S. § 48-3603 (A), District “has all the powers, privileges and immunities granted generally to municipal corporations,” and is added as a Party to this Second Amendment pursuant to A.R.S. § 9-500.05.
- C. To the extent this Second Amendment provides for joint exercise of powers common to County and District, this Second Amendment is an intergovernmental agreement between County and District by authority of A.R.S. § 11-952.
- D. Developer, DVI, Rocking K Holdings LP, and Rincon Valley Holdings LP own the remaining undeveloped portions of land governed by the Rocking K Specific Plan (the “**Specific Plan**”), originally adopted on December 18, 1990, by Pima County Ordinance 1990-129, and amended on September 16, 1997, by Pima County Ordinance 1997-69.
- E. The portion of the Specific Plan located north of Old Spanish Trail is referred to in this Second Amendment as “**Rocking K North**,” and the portion of the Specific Plan located south of Old Spanish Trail is referred to in this Second Amendment as “**Rocking K South**.”
- F. Recital A of the 2018 Rocking K DA described the property consisting of the Specific Plan as approximately 4,500 acres of land surrounding Old Spanish Trail, but then referred to a legal

description (Exhibit A to the 2018 Rocking K DA) describing only the 2,044.8 acres of land south of Old Spanish Trail. The Parties acknowledge that the Specific Plan is the entire approximately 4,500 acres of land located within the Specific Plan and depicted in Exhibit A.

- G. Rocking K Holdings LP and Rincon Valley Holdings LP own five adjacent and nearby parcels that are completely or partially outside of the Specific Plan, but that are or may be affected by this Second Amendment, bearing Pima County Assessor's Parcel Numbers (APNs) 205-64-001A, 205-64-001C, 205-68-001T, 205-68-001U, and 205-68-0140, and referred to collectively in this Second Amendment as the "**Northwest Out Parcels.**"
- H. Landowners hold title to some portions of the Specific Plan and the Northwest Out Parcels as sole beneficial owners of land trusts held in the name of Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust Nos. 10773, 50030, and 60380, as trustee and not otherwise (collectively the "**Fidelity Trusts**"). The Fidelity Trusts show their consent to this Second Amendment by their signature on the last signature page of this Second Amendment.
- I. The Parties are entering into this Second Amendment to address Landowners' dedication of the Rincon Creek Floodplain (as defined in Section 3 below) to District, the removal and relocation of fill from the floodway located within the Rincon Creek Floodplain, construction of a bridge crossing of Rincon Creek, dedication and construction of the Hope Camp Trail, clarification of natural open space dedication requirements, construction of the trailhead, and for the other purposes as stated in this Second Amendment. As set forth in more detail in Section 25 below, other than as specifically set forth below in this Second Amendment, this Second Amendment is intended to apply to and shall only apply to Rocking K North and, except as set forth below, the terms and conditions of the 2018 Rocking K DA and the First Amendment as the affect Rocking K South shall remain unchanged.
- J. This Second Amendment implements and sets forth the manner for satisfying various conditions of the Specific Plan and the other pertinent regulations pertaining to Rocking K North consistent with the Parties' mutual interpretation of the Specific Plan. Where the Specific Plan is unclear or subject to interpretation, this Second Amendment will control.

Agreement

- 1. **Authority.** The Parties are entering into this Second Amendment pursuant to A.R.S. § 9-500.05, A.R.S. § 11-952, A.R.S. § 11-1101, and A.R.S. § 48-3603.
- 2. **Incorporation of Recitals.** The Recitals stated above are incorporated by this reference into this Second Amendment.
- 3. **Rincon Creek Floodplain Dedication.** At no cost to County or District, Landowners shall dedicate and deed to District the Rincon Creek Floodplain generally depicted as "FLOODPLAIN AREA" in Exhibit B, which area shall be defined as a parcel on the Final Block Plat as further described below (the "**Rincon Creek Floodplain**").
 - 3.1. Regulatory floodplain areas associated with Rincon Creek on Rocking K North are based on hydrologic and hydraulic methods of assessing risk which are approved by the Federal

Emergency Management Agency (FEMA) and administered by the local community Pima County. The floodplain areas will continue to be represented by the Special Flood Hazard Area depicted in the Flood Insurance Rate Maps (FIRMs) published on June 16, 2011 along with the Flood Insurance Study (FIS) revised on September 28, 2012 for Pima County. The 1% Peak Discharge used within those studies to establish the inundation boundary was 21,000 cubic feet per second (CFS) through the project area and 18,500 CFS upstream of the Coyote Wash confluence. The subsequent planning process for Rocking K North used these peak discharges for planning, design, encroachment and for conditional modification of the inundation boundary and Floodway through FEMA's Conditional Letter of Map Revision (CLOMR) process (See Case No. 22-09-1166R). These discharges, hydraulics and subsequent inundation boundaries will be grandfathered by Pima County for the Term of this Agreement, including any extensions thereof, and the County shall take no action that would conflict with or prohibit Landowners from continuing to utilize such discharges, hydraulics and subsequent inundation boundaries as the basis for development of the property unless and until FEMA either updates the FIS and FIRM or requires the use of new regulatory standard.

- 3.2. County and District will work collaboratively with Landowners to successfully complete the tasks necessary for the dedication and conveyance of the Rincon Creek Floodplain to District.
- 3.3. District agrees to exclude water well sites from the Landowners' Rincon Creek Floodplain dedication as shown in Exhibit B.
- 3.4. Fee title to well sites and access and utility easements shall be excluded from the Rincon Creek Floodplain as shown in Exhibit B as may be needed by Developer, Landowners and/or applicable utility companies for the development of Rocking K North. Developer may relocate anticipated and planned locations of infrastructure in conjunction with Developer's development of Rocking K North, subject to County development approvals which shall not be unreasonably withheld. District shall have the right to determine and approve the locations of access and utility easements, provided such determination and approval shall not be unreasonably withheld. District shall waive the cost to grant the access and utility easements.
- 3.5. District agrees to accommodate, via Facility Impact Permit, minor and incidental temporary encroachments by Landowners into the Rincon Creek Floodplain as may be necessary for the efficient development of Rocking K when no other reasonably practical alternatives exist.
- 3.6. Landowners' dedication of the Rincon Creek Floodplain to District satisfies the Specific Plan's requirements for the Rincon Creek River Management Plan, as well as the Rincon Creek Restoration Plan, which were both predicated upon development disturbance within and immediately adjacent to the Creek.

4. **Developer Responsibility for Removal and Relocation of Fill Pads.**

- 4.1. At Developer's expense, within 18 months of the Effective Date, Developer will remove and relocate one fill pad and a portion of a second fill pad from within the regulatory floodway contained within the Rincon Creek Floodplain as depicted in Exhibit B.
 - 4.2. The removed fill pad areas together with other fill material from within Rocking K will be consolidated to create developable areas outside of and remove planned development from within the Rincon Creek Floodplain. The consolidated fill pad area will be constructed as shown in the Conditional Letter of Map Revision ("CLOMR") Case # 22-09-1166R approved by the Federal Emergency Management Agency ("FEMA") on April 13, 2023. After obtaining a Floodplain Use Permit and associated grading permits, Developer will relocate the material from the removed fill pad to an area south of the Rincon Creek Floodplain and north of Old Spanish Trail and depicted as "TOWN CENTER AREA" on Exhibit B (the "**Town Center Area**"). Developer shall hydroseed the disturbed areas associated with the removed fill pad with a seed mix approved by the District. Within 60 days after the fill is relocated, Developer shall submit as-built plans and file an application with FEMA for a Letter of Map Revision ("LOMR"), to modify the boundary of the regulatory floodway within the Rincon Creek Floodplain.
 - 4.3. Landowner's dedication of the Rincon Creek Floodplain will modify land uses within and adjacent to Rincon Creek, but will allow Landowners to develop the remainder of Rocking K North with land uses consistent with the Specific Plan while reducing development disturbance within and removing golf course acreage from the Rincon Creek Floodplain and removing residential development away from Rincon Creek.
 - 4.4. District agrees that the dedication of the Rincon Creek Floodplain property and the 19.875 acres Developer previously dedicated to District on Los Reales Road via Special Warranty Deed recorded on July 28, 2022 at Sequence 20222090383 and re-recorded on August 23, 2022 at Sequence 20222350099 result in a total Regulated Riparian Habitat mitigation credit value of 401.8 acres. If this exceeds the mitigation needed for the Town Center, any remaining mitigation credit may be used to mitigate other riparian habitat impacts in Rocking K North; provided, however, that riparian habitat impacts are not considered pre-approved by the existence of this mitigation credit; rather, Developer and Landowners shall make reasonable efforts to avoid riparian habitat impacts.
 - 4.5. Landowners intend to develop the Town Center Area as a mixed-use town center consisting of land uses permitted under the Specific Plan. Developer will prepare, apply for, and obtain a CLOMR and LOMR from FEMA to remove the Town Center Area from the Special Flood Hazard Area, and will obtain all required Floodplain Use Permits and associated grading permits for development of the Town Center Area.
5. **Hope Camp Trail Acreage Dedication.** At no cost to County or District, Landowners shall deed to County a 200-foot-wide strip of land adjacent to the northern boundary of Rocking K North and the northern boundaries of the northernmost Northwest Out Parcels, consisting of about 107.07 acres of land depicted in Exhibit C, for the Hope Camp Trail. The trail is referred to in this Second Amendment as the "**Hope Camp Trail**," and the land dedication described

in this Section is referred to in this Second Amendment as the “**Hope Camp Trail Acreage.**” The conveyance of the Hope Trail Acreage shall occur upon request of the County after approval of the Rocking K North Final Block Plat pursuant to Section 11 below, which block plat shall include the Hope Camp Trail Acreage as a parcel depicted on the plat.

6. Hope Camp Trail Construction and Encroachment.

- 6.1. County will design and construct the Hope Camp Trail following the design considerations for singletrack trails contained in the Pima Regional Trail System Master Plan.
- 6.2. County will make reasonable efforts to map the Hope Camp Trail within the Hope Camp Trail Acreage, with the goals of achieving a trail that meets County trail standards and that avoids cultural resources.
- 6.3. When no other practical alternatives exist, County may request approval from Landowners for encroachments on the portions of the Specific Plan and the Northwest Out Parcels that are outside of the Hope Camp Trail Acreage, as may be necessary for the efficient development of Hope Camp Trail, such approval by Landowners not to be unreasonably withheld.
- 6.4. Any encroachments outside of the Hope Camp Trail Acreage will be public trail easements abutting the southern edge of the Hope Camp Trail Acreage and the conveyance of any such additional property to the County shall be conveyed such that no islands of private land exist between the Hope Camp Trail and the Hope Camp Trail Acreage. The southern boundary of the Hope Camp Trail Acreage will be a line ten feet south of the Hope Camp Trail. Notwithstanding anything to the contrary in Sections 6.3 and 6.4, in no event shall any such approved encroachments extend 50 feet beyond the property line of the Hope Camp Trail Acreage and in no event shall the cumulative total acreage of any such approved encroachments exceed five acres; provided, however, Landowners have approved a limited exception to this requirement by allowing the specific encroachments generally shown on the map attached hereto as Exhibit D, Depiction of Hope Camp Trail Encroachment Exceptions.
- 6.5. When County constructs the Hope Camp Trail, at Developer’s option, Developer may install wildlife friendly fencing along all or any part of the southern boundary of the Hope Camp Trail Acreage (the “**Hope Camp Boundary Fence**”). Any such installed Hope Camp Boundary Fence shall be owned and maintained by County after installation. “Wildlife friendly fencing” means four-strand wire fencing where the top and bottom wires are smooth and the middle two wires are either barbed or smooth (the County prefers all four wire strands to be smooth).
- 6.6. When County constructs the Hope Camp Trail, at County’s request, Developer shall install a County-approved sign for the Hope Camp Trail at the Hope Camp Trailhead defined in Section 7.1 below.
- 6.7. When County constructs the Hope Camp Trail, or at any time thereafter, Developer may at Developer’s expense install one or more gates through the Hope Camp Boundary Fence

for the convenience of Rocking K North or Northwest Out Parcels residents wishing to access the Hope Camp Trail.

- 6.8. In conjunction with development and construction within Rocking K North and the Northwest Out Parcels in proximity to or adjacent to the Hope Camp Trail, Landowners shall have the right (with County approval, which shall not be unreasonably denied) to relocate the portions of the Hope Camp Trail, the Hope Camp Trail Acreage and the Hope Camp Boundary Fence to the extent those portions of the Hope Camp Trail, the Hope Camp Trail Acreage or the Hope Camp Boundary Fence interfere with infrastructure or development of Rocking K North or the Northwest Out Parcels.
- 6.9. The Hope Camp Trail Acreage shall be shown on the Rocking K North Final Block Plat, and any relocations of the Hope Camp Trail Acreage pursuant to Landowners' rights under Section 6.8 above shall be designated on subdivision plats submitted for the individual blocks of the Rocking K North Final Block Plat and deeded to the County. In all cases, plat notes shall describe Landowners' right to relocate the Hope Camp Trail Acreage pursuant to Section 6.8 above.
- 6.10. Developer shall conduct, at its expense, the biological and cultural surveys of the Hope Camp Trail Acreage and any relocations of the Hope Camp Trail Acreage pursuant to Landowners' rights under Section 6.8 above.
- 6.11. Developer is not responsible for access to or maintenance of the Hope Camp Trail, Hope Camp Trail Acreage, or the Hope Camp Boundary Fence.
7. **Developer's Development of Hope Camp Trailhead.**
 - 7.1. Developer agrees to exceed the legal requirements in Pima County Code section 18.69.090 (Recreation Areas in Residential Subdivisions) by funding the actual costs to design and construct the primitive (dry) Hope Camp Trailhead, to be located along Old Spanish Trail on land owned by District or dedicated by this Second Amendment, as more particularly depicted in Exhibit E; provided, however, Developer's obligation to fund such costs shall not exceed \$252,000 and Developer shall have no responsibility for costs in excess of such amount. The trailhead is referred to in this Second Amendment as the **"Hope Camp Trailhead,"** and the land area associated with it is referred to in this Second Amendment as the **"Hope Camp Trailhead Property."**
 - 7.2. Subject to the limitations on cost set forth in Section 7.1 above, Developer's funding for Hope Camp Trailhead shall include the costs for biological and cultural surveys of the Hope Camp Trailhead Property as part of the cost to design and construction of the Hope Camp Trailhead.
 - 7.3. Developer shall fund the cost to design and construction of the Hope Camp Trailhead as described in Section 7.1 and 7.2 above within 30 days of notice from the County and reasonably satisfactory supporting evidence of the actual cost to design and construct the Hope Camp Trailhead.

- 7.4. Development of the Hope Camp Trailhead will follow the design considerations for trailheads with equestrian facilities contained in the Pima Regional Trail System Master Plan, with the following exceptions:
- 7.4.1. The Trailhead will not include amenities that require utilities, including restrooms, drinking water fountains, lighting, trash disposal, equestrian water source, and equestrian wash rack.
 - 7.4.2. The entrance gate will be manual.
- 7.5. Developer is not responsible for access to or maintenance of the Hope Camp Trail Head.
8. **Developer's Construction of Bridge Crossing of Rincon Creek.**
- 8.1. In accordance with Sections 3 and 5 of the First Amendment, at the time Developer proposes to develop any portion of Rocking K North that is north of Rincon Creek, the Developer shall at Developer's expense design, engineer, and construct (construction to be commensurate with construction north of the Bridge Crossing) an all-weather roadway and bridge crossing (the "**Bridge Crossing**") of Rincon Creek from the Town Center Area along the alignment generally depicted as the 250-foot wide "ACCESS ROAD & UTILITIES" strip of land in Exhibit B and as generally described on page 31 and depicted in Figure 14 of the 2022 Traffic Report (as that term is defined in the First Amendment). If the Developer chooses not to develop the portion of Rocking K North that is north of Rincon Creek, the Bridge Crossing is not required.
 - 8.2. The Bridge Crossing shall have a freeboard of less than the three feet typically required by County, but the freeboard shall be at least one foot for the 100-year storm event.
 - 8.3. County and Developer will coordinate details to achieve the most cost-effective design and construction of the Bridge Crossing. County will support Developer's pursuit of alternative available public funding contributions and mechanisms for the Bridge Crossing, including but not limited to improvement districts, community facilities districts, impact fees, the Pima Association of Governments ("PAG"), the Regional Transportation Authority ("RTA"), and federal infrastructure funding.
 - 8.4. Developer will apply for and obtain a CLOMR from FEMA prior to construction of, and obtain apply for and obtain a LOMR upon completion of, the Bridge Crossing.
 - 8.5. If requested by County prior to the award of a construction contract for the Bridge Crossing, Developer shall provide one at-grade equestrian and pedestrian crossing of Monument View Way on one side of the Bridge Crossing. The crossing shall meet safety standards for the quantity of traffic anticipated to use Monument View Way at that location. Developer may consider alternatives to accommodate equestrians at other locations which do not impact the Bridge Crossing design and construction or raise the height of the Bridge Crossing to allow equestrian passage underneath. Any elements related to equestrian access which expand the scope of work for design and construction of the Bridge Crossing beyond minimum standard requirements shall not be at Developer's expense.

9. **Manner and Timing of Dedications.** Landowners shall dedicate, designate, and define as parcels on the Rocking K North Final Block Plat (Section 11 below), the Rincon Creek Floodplain, and the Hope Camp Trail Acreage. Upon recordation of the plat, Landowners will donate and deed to County the Rincon Creek Floodplain, and the Hope Camp Trail Acreage. Landowners and their consultants shall use commercially reasonable efforts to complete all requirements necessary to ensure that the Developer can file the Rocking K North Final Block Plat in the Pima County Recorder's office no later than twelve (12) months after the Rocking K North Final Block Plat has been submitted pursuant to Section 11 below.
10. **Compliance with Ordinances.** Landowners will develop Rocking K North within the framework of and consistent with and all applicable laws and ordinances as interpreted and implemented pursuant to this Second Amendment, including without limitation the Specific Plan, Pima County Code section 18.69.090 governing residential recreation areas (the **"Residential Recreation Areas Ordinance"**), and Pima County Code Chapter 18.92 governing transfers of development rights (the **"TDR Ordinance"**).
- 10.1. County adopted the Residential Recreation Areas Ordinance and the TDR Ordinance after the Specific Plan. This Second Amendment interprets and implements land use entitlements set forth in the Specific Plan in light of the Parties' understanding of the legislative changes intended to be carried into the Specific Plan as a result of the Residential Recreation Areas Ordinance and the TDR Ordinance.
- 10.2. For purposes of compliance with the Residential Recreation Areas Ordinance, Rocking K North will be considered as separate from Rocking K South.
- 10.3. Landowners' compliance with the Residential Recreation Areas Ordinance and the 2018 Rocking K DA as amended by the First Amendment and this Second Amendment will satisfy and will be in lieu of Landowners' obligations under the Rocking K Ranch Trails and Park Sites Agreement recorded in the Pima County Recorder's office on September 22, 1997, as part of Docket 10635, Page 1545 (Sequence 97154012), at Pages 1562 through 1571.
- 10.4. At Landowners' option, any or all of the 447.03 acres of planned golf course in Rocking K North that are classified in the Specific Plan as open space (specifically, planning units 66, 67A, 68, and 70) may participate in Pima County's TDR Ordinance as Sending Areas or Receiving Areas. Development rights for the golf course acreage or any portion thereof shall be calculated at 2.5 residences per acre, and the density transfer shall comply with Section 18.92.050(D) of the TDR Ordinance. Nothing in this paragraph shall be construed as changing or reducing Landowners' rights to any density transfers or other modifications authorized by the Specific Plan, as summarized in the "Rocking K Administrative Density Transfers" document attached as Exhibit F, which was originally an attachment to a letter dated June 5, 2018 from Priscilla Storm (Vice President, Diamond Ventures) to Chris Poirier (Deputy Director, Planning Official, Pima County Development Services).
- 10.5. The Rocking K North Final Block Plat shall include a matrix of TDR sending and receiving areas, and each subdivision plat submitted for the individual blocks of the Rocking K North

Final Block Plat shall update and amend the TDR matrix to include changes reflected in that subdivision plat.

- 10.6. The Rincon Creek Floodplain, the Hope Camp Trail Acreage, and the 19.875 acres referenced in Section 4.4 above donated by the Landowners will be credited toward the natural open space requirements of the Specific Plan and related Pima County Code ordinances. The Parties acknowledge that the Landowners' natural open space obligations in Rocking K North total 862.73 acres, as calculated in Exhibit G. The Rincon Creek Floodplain is currently expected to consist of 383.71 acres, and the Hope Camp Trail Acreage is currently expected to consist of 107.07 acres, making a total of 510.655 acres anticipated to be credited pursuant to this paragraph. The actual acreage to be credited shall be based on the acreages as shown on the Rocking K North Final Block Plat.
11. **Rocking K North Final Block Plat.** No later than six months after the effective date of this Second Amendment (see Section 22 below), Landowners shall prepare and submit a Rocking K North Final Block Plat, to document elements of the 2018 Rocking K DA as amended by the First Amendment and this Second Amendment, and including, by way of example and not limitation, the following elements:
 - 11.1. The Rincon Creek Floodplain (Section 3 above)
 - 11.2. The location of well sites and access and utility easements in the Rincon Creek Floodplain (Section 3.4 above)
 - 11.3. The location of the Town Center Area (Section 4.2 above)
 - 11.4. The Hope Camp Trail Acreage (Section 5 above)
 - 11.5. The location of the Hope Camp Boundary Fence, if applicable (Section 6.6 above)
 - 11.6. The location of the Bridge Crossing
 - 11.7. Tracking of TDRs and identification of TDR sending and receiving areas (Section 10.5 above)
 - 11.8. Tracking of natural open space requirements (Specific Plan Chapter III-E; Section 10.6 above)
 - 11.9. Tracking of regulated riparian area disturbance and mitigation bank acreage associated with the Rocking K North.
12. **Clarification of First Amendment Exhibit.** Exhibit A to the First Amendment is partially unreadable as recorded in the Pima County Recorder's office (Sequence No. 20230320292 at Page 11). The Parties acknowledge that Exhibit A includes the following:
 - 12.1. The round black spot just to the left of center in the map (below the words "Old Spanish Trail") is a "④".

12.2. The text in the middle-left portion of the page reads as follows:

LEGEND

1,130 Units (2023)

① Traffic signal at OST/CLA

② Drainage/profile improvements on CLA dip south of OST

1,750 Units (2024)

③ Traffic signal at OST/Rocking K Ranch Loop North

2,200 Units (2025)

④ Widen OST to 4 lanes from Valencia Road to Rocking K Ranch Loop North

3,600 Units (2031)

⑤ Change eastbound striping at OST/Rocking K Ranch Loop North to include a single left turn lane and a shared left turn-right turn lane

4,510 Units (2032)

⑥ Widen CLA to 4 lanes from OST to property boundary

12.3. The small text above the name “PSOMAS” in the bottom right corner of the page reads as follows:

*Four-lane section of CLA should carry from OST through PHR intersection, then tapers will extend back through the southern project boundary.

13. Dedications as Donations; Charitable Contribution. The Parties acknowledge that, while some of the Landowners’ dedications include land that was to be set aside as open space in the Specific Plan and to mitigate riparian disturbances, the Landowners’ dedications under this Second Amendment go above and beyond any condition of zoning or other obligations Landowners may have to County and/or District, are made without compensation from County and District, and are reasonably considered donations. If Landowners obtain an appraisal which determines the fair market value (“FMV”) of any of the property donated to County or District hereunder, then Landowners may claim a charitable contribution deduction for federal income tax purposes equal to the FMV of the property donated. County and/or District agrees to cooperate with Landowners in this regard by promptly executing and delivering to Landowners Treasury Form 8283 which shall be prepared by Landowners’ counsel for that purpose. Neither County nor District shall have any liability in connection with Landowners’ charitable contribution and the availability of the contribution shall not be a condition to this Second Amendment. Landowners shall indemnify and hold County and the District harmless from any liability in connection with any such charitable contribution.

14. County and District Management Responsibility of Dedication Areas. County and District acknowledge and agree that County and District have policing management responsibility over all public use of the dedications made pursuant to this Second Amendment, including without limitation the Rincon Creek Floodplain, the Hope Camp Trail Acreage, and the Hope Camp Trailhead Property. Landowners have no responsibility to police or manage the dedication areas.

15. **Rocking K North Grazing.** County and District acknowledge Landowners' intention to continue grazing throughout the planning and planning stage on lands owned by the Landowners within Rocking K North, on the Northwest Out Parcels, and on other contiguous lands owned by the Landowners, with termination of grazing anticipated to occur only upon actual physical development.
16. **Best Practices and Other Infrastructure Financing Mechanisms.** County and Developer will evaluate best practices in public private partnerships and legally available tools in support of the planning, design, construction, and financing of public improvements within the Rincon Valley in proximity of Rocking K. County and Developer may consider a Community Facilities District pursuant to Title 48, Chapter 4, Article 6 of the Arizona Revised Statutes, or other legal infrastructure financing mechanisms relating to the Pima County public infrastructure requirements on Rocking K North.
17. **Appointment of Representatives.** Section 7 ("Appointment of Representatives") of the 2018 Rocking K DA is hereby amended to add District and provide as follows:
- County, District, and Developer will each designate a representative to act as a liaison with the other party, and may change representatives from time to time with written notice to the other Party. The initial representative for the County is the County Liaison designated for the Project, the initial representative for the District is the District Director, and the initial representative for Developer is the Project Manager designated by Developer for the Project. The representatives will be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property pursuant to the Specific Plan.
18. **Assignment.** Section 10 ("Assignment") of the 2018 Rocking K DA is hereby amended to add District and provide as follows:
- Except where County or District approval is required in this Agreement, Developer may assign its rights and obligations under this Agreement to any person or entity that has acquired the Property or any portion of the Property and expressly agrees, in a written instrument signed by Developer and the other party, to assume such Developer's obligations, in which event Developer will be released from any such obligations assumed. Developer will notify County and District prior to the effective date of any assignment.
19. **Waiver.** Section 12 ("Waiver") of the 2018 Rocking K DA is hereby amended to add District and provide as follows:
- No delay in exercising any right or remedy constitutes a waiver of that right or remedy, and no waiver by County, District, or Landowners of the breach of any provision in this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision in this Agreement.
20. **Notices.** Section 14 ("Notices") of the 2018 Rocking K DA is hereby amended to add District and provide as follows:

Any notice to be given or served (and any election to be made or delivered) upon any party to this Agreement in connection with this Agreement must be in writing and either hand delivered or sent by certified mail, return receipt requested, to the parties at the following addresses:

Landowners: Diamond Ventures, Inc.
2200 E. River Road, Suite 115
Tucson, AZ 85718
Attn: David Goldstein

With a copy to: Diamond Ventures, Inc.
2200 E. River Road, Suite 115
Tucson, AZ 85718
Attn: Chad Kolodisner

County: Pima County Department of Transportation
201 N. Stone Ave., 4th Floor
Tucson, AZ 85701
Attn: Director, Pima County Department of Transportation

With a copy to: Pima County Attorney's Office
Civil Division
32 N. Stone Ave., Suite 2100
Tucson, AZ 85701
Attn: Chief Civil Deputy Attorney

District: Pima County Regional Flood Control District
201 N. Stone Ave., 9th Floor
Tucson, AZ 85701
Attn: Director, Pima County Regional Flood Control District

With a copy to: Pima County Attorney's Office
Civil Division
32 N. Stone Ave., Suite 2100
Tucson, AZ 85701
Attn: Chief Civil Deputy Attorney

Any written notice is deemed delivered and received on either (a) the date of delivery, if delivered by hand; or (b) three business days after mailing by certified mail, return receipt requested.

A party may change the address at which the party receives notice, or the person to whom a notice is to be addressed, by giving written notice of the new address or new person to whom the notice is to be addressed in the same manner as any other notice is given under this Section.

21. **District as Party.** The provisions that apply to every party in the 2018 Rocking K DA, the First Amendment, and the Second Amendment also apply to District.

22. **Effective Date; Term; Recording.** The effective date of this Second Amendment is the date the Second Amendment is approved by the Board of Supervisors. County will record this Second Amendment in the Office of the Pima County Recorder within ten days after the effective date. The Term of the 2018 Rocking K DA as amended by the First Amendment and this Second Amendment is 20 years from the effective date of this Second Amendment.
23. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
24. **Entire Agreement; Force and Effect.** This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter in it. All prior and contemporaneous agreements, representations, and understandings of the Parties, written or oral, are by this Second Amendment superseded and merged in this Second Amendment. Except as set forth in the First Amendment and this Second Amendment, the terms and conditions of the 2018 Rocking K DA shall remain unchanged and in full force and effect.
25. **No Effect on Rocking K South.** The Parties agree that other than Sections 12 and 16-24, which apply to Rocking K South, this Second Amendment pertains exclusively to Rocking K North. Nothing in any other Section of this Agreement shall affect, modify or impact the Rocking K South and/or Developer's ability to develop the Rocking K South in accordance with the 2018 Rocking K DA, the First Amendment and the applicable provisions of this Second Amendment. Furthermore, the parties expressly agree that any breach of any Section of this Second Amendment other than Sections 12 and 16-24 shall only apply to and/or impact Developer's ability to develop Rocking K North and shall have no impact on Developer's ability to develop the Rocking K South in accordance with the 2018 Rocking K DA, the First Amendment and the applicable provisions of this Second Amendment.
26. **Incorporation of Exhibits.** The Exhibits referenced below are incorporated by reference into this Second Amendment:
- | | |
|-----------|----------------------------------------------------------------------------------------------------|
| Exhibit A | Depiction of the entire approximately 4,500 acres of land constituting the Rocking K Specific Plan |
| Exhibit B | Exhibit entitled "Rocking K North," depicting Rincon Creek Floodplain, and Town Center Area |
| Exhibit C | Depiction of Hope Camp Trail Acreage |
| Exhibit D | Depiction of Hope Camp Trail Encroachment Exceptions |
| Exhibit E | Depiction of Hope Camp Trailhead Property |
| Exhibit F | Administrative Density Transfers |
| Exhibit G | Calculation of Rocking K North total natural open space requirement |

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date(s) set forth below.

PIMA COUNTY:

**PIMA COUNTY REGIONAL FLOOD
CONTROL DISTRICT:**

Adelita Grijalva, Chair, Board of Supervisors

Adelita Grijalva, Chair, Board of Directors

ATTEST:

ATTEST:

Melissa Manriquez, Clerk of the Board

Melissa Manriquez, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Bobby Yu, Deputy Pima County Attorney



Bobby Yu, Deputy Pima County Attorney

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Melissa Manriquez, Clerk of the Board of Supervisors of Pima County, a political subdivision of the State of Arizona, on behalf of the County.

My commission expires:

Notary Public

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Melissa Manriquez, Clerk of the Board of Directors of the Pima County Regional Flood Control District, a political subdivision of the State of Arizona, on behalf of the District.

My commission expires:

Notary Public

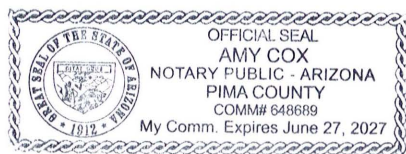
ROCKING K DEVELOPMENT COMPANY, INC.,
an Arizona corporation, on behalf of itself and all
beneficiaries of the Fidelity Trusts

By: 
David Goldstein, President

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 12th day of
September, 2024, by David Goldstein, President of Rocking K Development Company,
Inc., an Arizona corporation, on behalf of the corporation and all beneficiaries of Fidelity Trust
60380.

My commission expires: June 27, 2027




Notary Public

DIAMOND VENTURES, INC.,
an Arizona corporation,

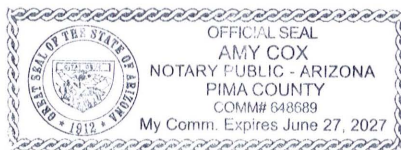
By: 
David Goldstein, President/CEO

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by David Goldstein, President/CEO of Diamond Ventures, Inc., an Arizona corporation, on behalf of the corporation.

My commission expires: June 27, 2027


Notary Public



ROCKING K HOLDINGS LIMITED

PARTNERSHIP, an Arizona limited partnership

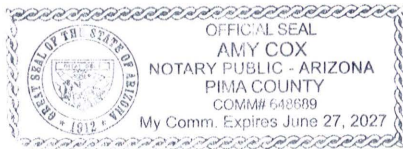
By: DIAMOND VENTURES, INC., an Arizona corporation, its
General Partner


By: 
David Goldstein, President/CEO

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by David Goldstein, President/CEO of Diamond Ventures, Inc., an Arizona corporation, General Partner of Rocking K Holdings Limited Partnership, an Arizona limited partnership, on its behalf.

My commission expires: June 27, 2027




Notary Public

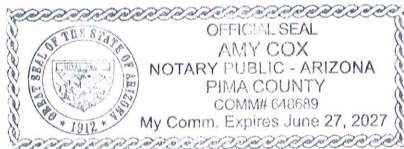
**RINCON VALLEY HOLDINGS LIMITED
PARTNERSHIP**, an Arizona limited partnership
By: RINCON VALLEY PROPERTIES, INC., an Arizona
corporation, its General Partner

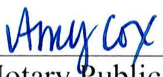
By: 
David Goldstein, President

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by David Goldstein, President of Rincon Valley Properties, Inc., an Arizona corporation, General Partner of Rincon Valley Holdings Limited Partnership, an Arizona limited partnership, on its behalf.

My commission expires: June 27, 2027

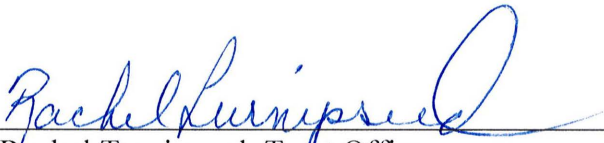



Notary Public

**CONSENT TO FIRST AMENDMENT TO SECOND AMENDED AND
RESTATED ROCKING K DEVELOPMENT AGREEMENT**

Fidelity National Title Agency, Inc., an Arizona corporation, in its capacity as trustee under Trust Numbers 10073, 50030, and 60380 and not in its corporate capacity, hereby signs this First Amendment solely to consent to its recordation against the Specific Plan and the Northwest Out Parcels.

FIDELITY NATIONAL TITLE AGENCY, INC.,
an Arizona corporation, as trustee of Trust
Numbers 10073, 50030, and 60380 and not in its
corporate capacity

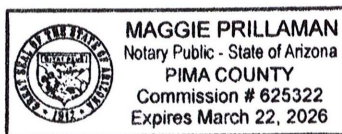
By: 
Rachel Turnipseed, Trust Officer

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by Rachel Turnipseed, Trust Officer of Fidelity National Title Agency, Inc., an Arizona corporation.

(Seal)


Notary Public



Acknowledged and Agreed

Diamond Ventures, Inc., an Arizona corporation

By: 

Title: President

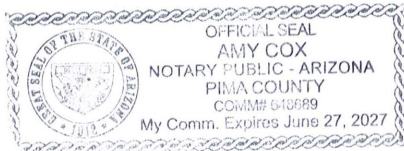
Date: September 12, 2024


Printed Name: David Goldstein

STATE OF Arizona)
) ss.
COUNTY OF Pima)

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by David Goldstein, President, of Diamond Ventures, Inc., an Arizona corporation, on behalf of the corporation.

(Seal) expires: June 27, 2027




Notary Public

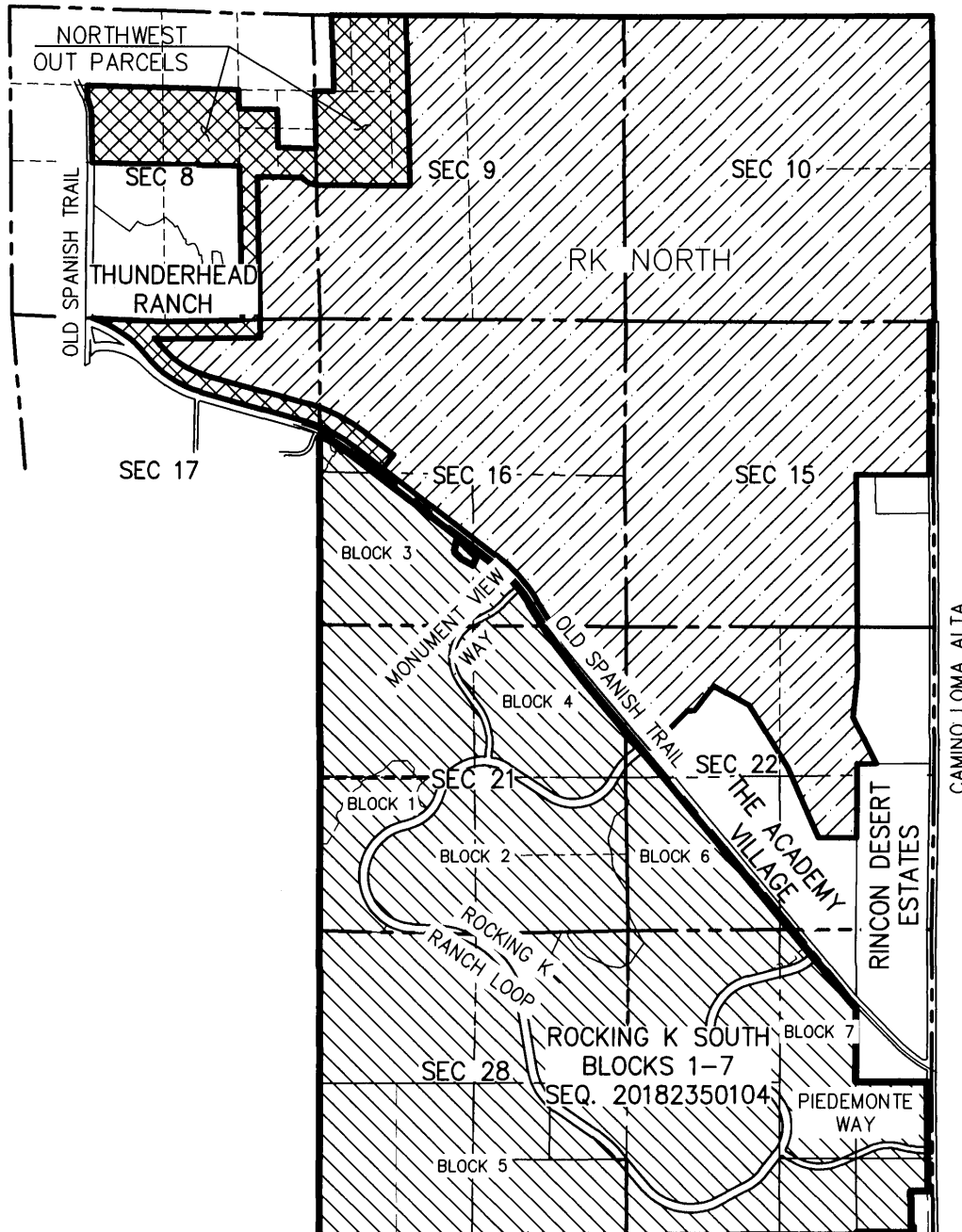


0 3000' 6000'

SAGUARO

NATIONAL

PARK



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

7ROC230201

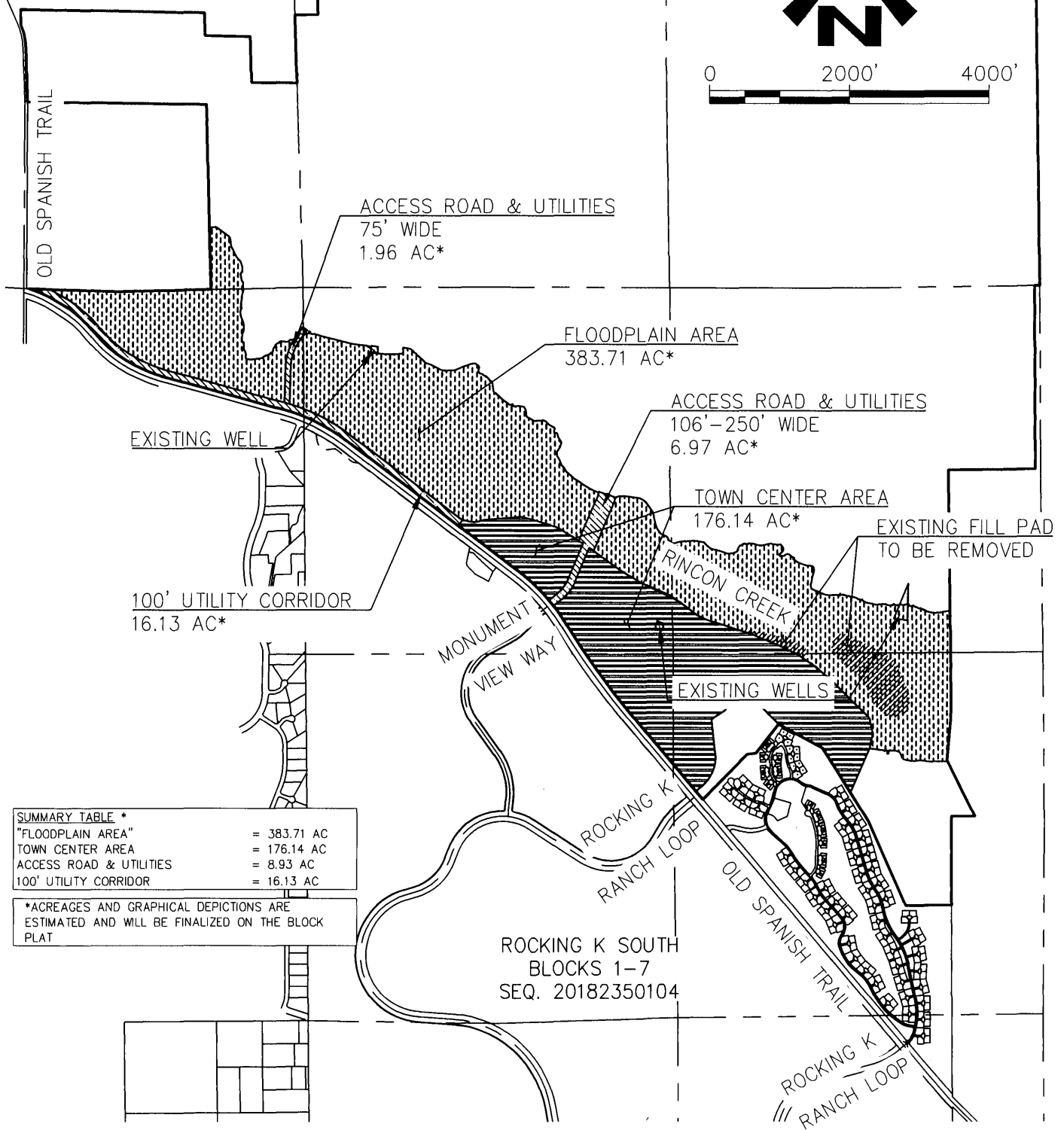
EXHIBIT A
ROCKING K NORTH AND SOUTH

AUGUST 2024

SAGUARO NATIONAL PARK



0 2000' 4000'



ROCKING K SOUTH
BLOCKS 1-7
SEQ. 20182350104

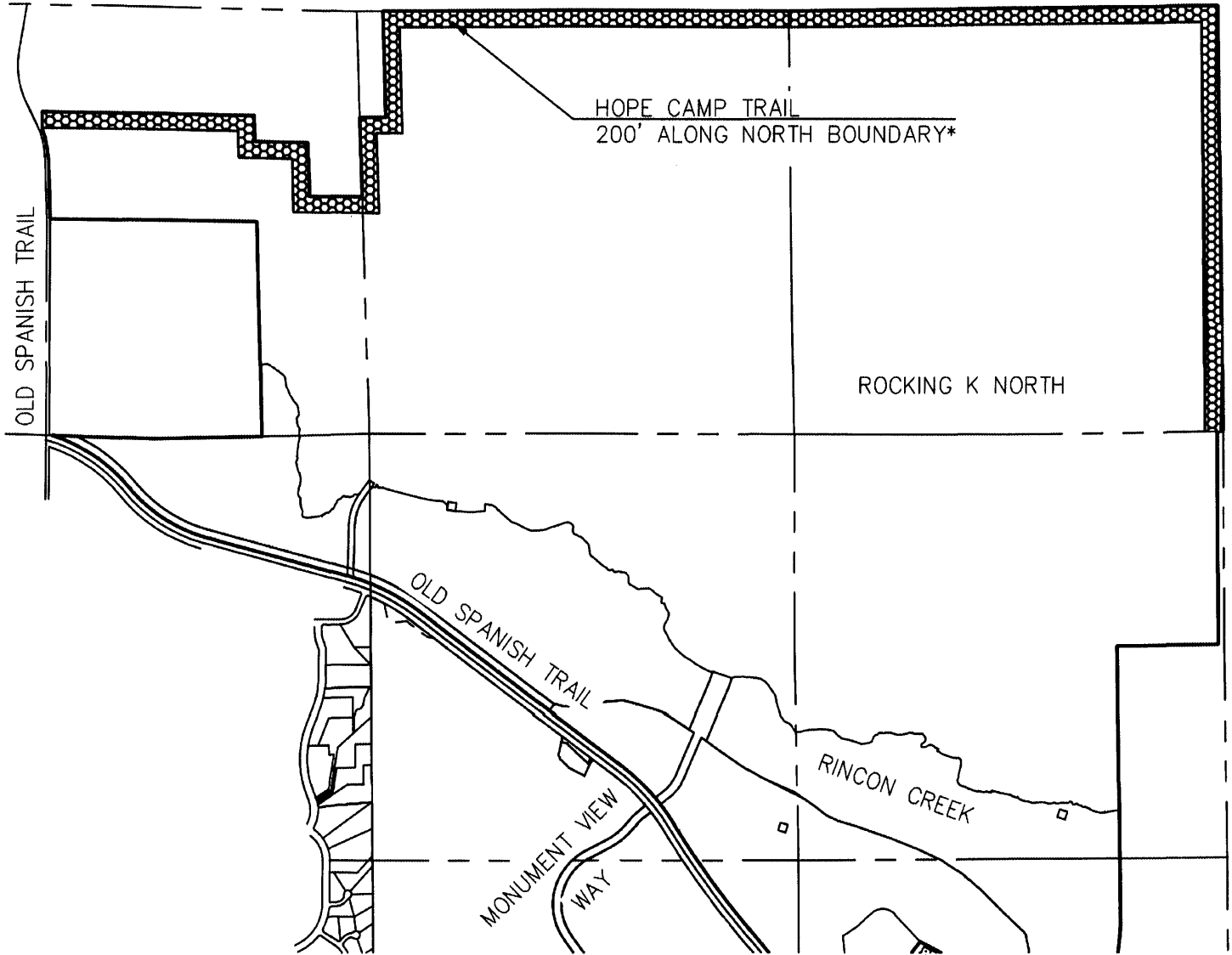
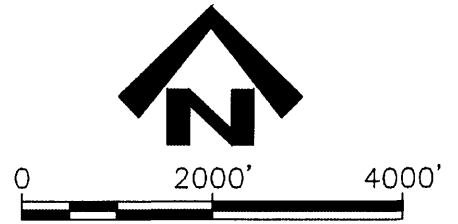
PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

EXHIBIT B
ROCKING K NORTH

7ROC230201

AUGUST 2024



*THE BOUNDARY SHOWN IS SUBJECT TO THE PROVISIONS DETAILED IN PARAGRAPH 6.

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

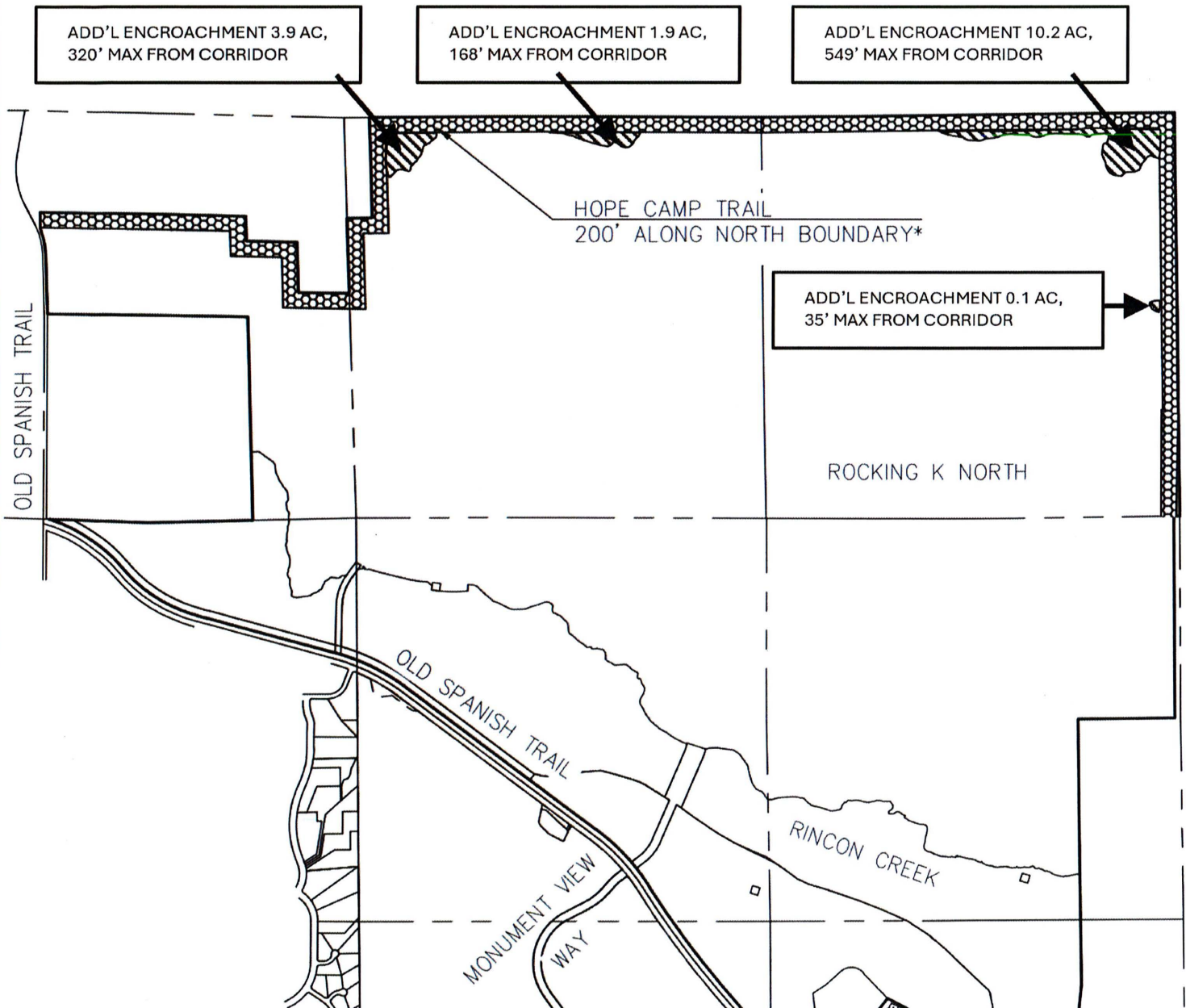
EXHIBIT C
HOPE CAMP TRAIL

7ROC230201

JULY 2024



0 2000' 4000'



Pima County
Conservation Lands and
Resources

EXHIBIT D
**HOPE CAMP TRAIL ENCROACHMENT
EXEMPTIONS**

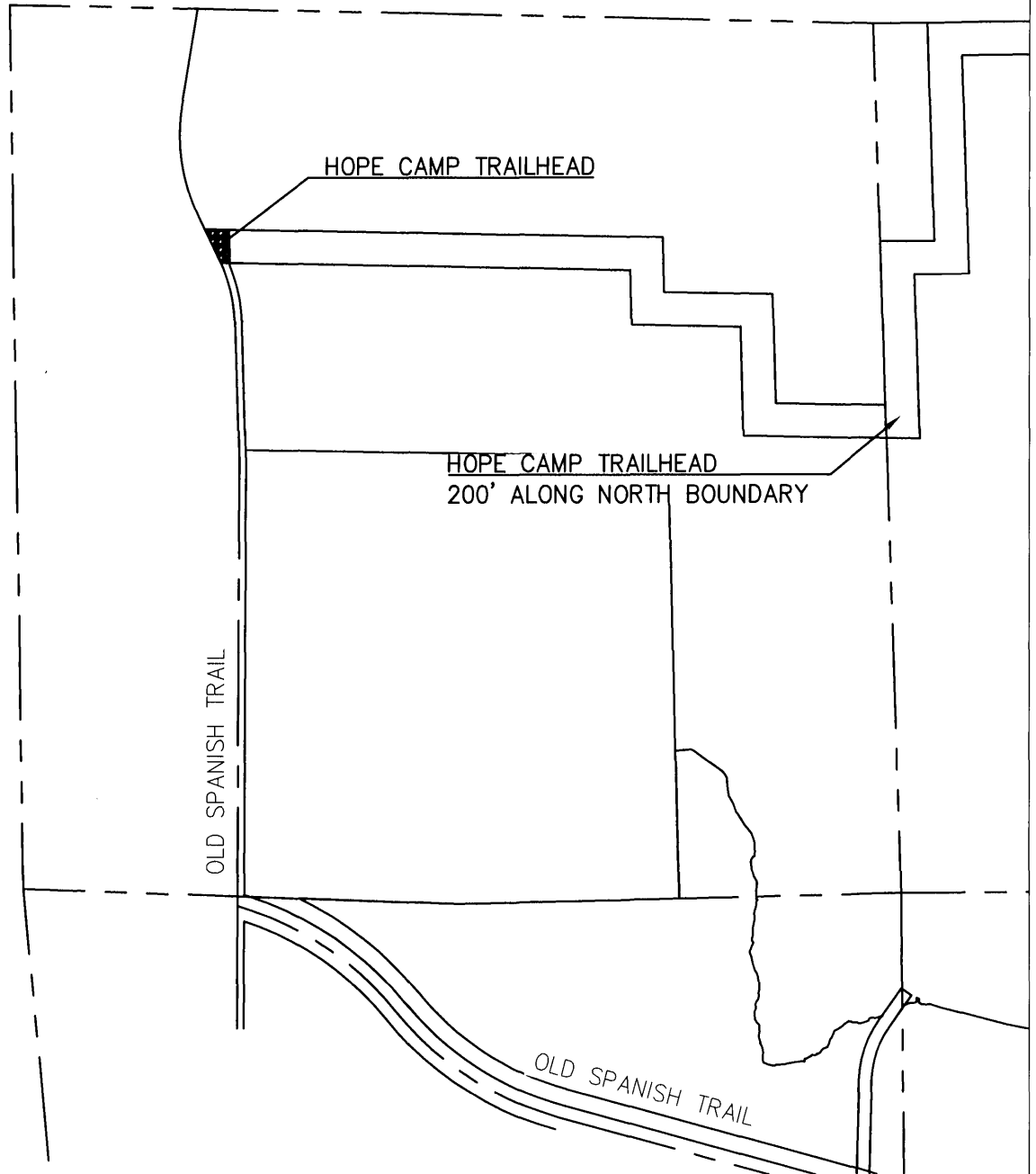
SEPTEMBER
2024

No warranty is expressed or implied as to
the accuracy, reliability, currency or
completeness of the data, and is for
reference only.

T:\7ROC230201\ENGR\EXHIB\DA Exhibits\RK NORTH Exhibit D.dwg Layout1 Lost Saved: 7/15/2024 By: Tomas.meskauskas Plotted: 7/15/2024 2:09:29 PM



0 1000' 2000'



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

EXHIBIT E
HOPE CAMP TRAILHEAD

7ROC230201

JULY 2024

Exhibit F

ATTACHMENT SUPPORTING REFERENCES ROCKING K ADMINISTRATIVE DENSITY TRANSFERS

Background:

ROCKING K SPECIFIC PLAN LAND USE SUMMARY TABLE II-1 AND ROCKING K BLOCK PLAT

Specific Plan Acres:	3,877.74	Units:	5,672
Block Plat Add'l Acres:	852	Units	1,001
Total Specific Plan and Block Plat Acres:	4,729.74	Total Units:	6,632

PIMA COUNTY TRANSFER OF DEVELOPMENT RIGHTS ORDINANCE 18.92

The Rocking K Specific Plan and Rocking K Block Plat contain the both TDR Sending and Receiving Areas. Rocking K Specific Plan south of Old Spanish Trail is designated both a Sending and Receiving Area.

Receiving Areas:	852 Acres
Sending Areas:	736 Acres
Sending / Receiving Areas:	1,192.52 (Including 182.82*)
OS Sending/Receiving Areas*:	264.21*
	170.85*

* = 2.5 RAC

Arizona Revised Statutes:

The Arizona State Legislature enabled the transfer of development right for Arizona counties and incorporated municipalities. Applicable sections from the State statute are below:

ARIZONA REVISED STATUTES 11-817 Transfer of Development Rights

11-817 B. The resulting density or intensity of land use of the receiving property shall conform to the adopted comprehensive plan, as amended, if applicable. If a plan amendment is required before transfer, the plan amendment shall not be considered a major amendment.

11-817 E.5. "Receiving Property" means one of more lots or parcels within which development rights are increased under the adopted comprehensive plan, the specific plan, if any, or the zoning ordinance, whichever provides greater density or intensity of use, or, if applicable, both, in effect before a transfer of development rights and an amendment to the adopted comprehensive plan, specific plan or zoning ordinance, or a rezone of the property, whichever is required to implement the increase in development rights.

Pima County Comprehensive Plan:

With the latest adoption of Pima Prospers, the growth of the Rincon Valley and Vail community was acknowledged. Development now surrounds the entitled Rocking K Specific Plan and Rocking K Block Plat area. For that reason, the planning densities were increased with MLIU and LIU 3.0 designations for properties planned in conjunction with the PDC. The Rocking K Specific Plan and the Rocking K Block Plat south of Old Spanish Trail have the following Comprehensive Plan Designations:

PIMA PROSPERS COMPREHENSIVE PLAN DESIGNATION

PDC: Planned Development Community – designate existing approved specific plans. Specific plans comprise a unique zoning regimen within a planned community. Specific plan documents include detailed information on the intent of the community as a whole, as well as the individual planning and zoning districts within the specific plan area. 3,877.74 Acres 5,631 Units

MLIU: Medium Low Intensity Urban – designate areas for a mix of medium density housing types, such as attached dwellings, garden apartments, and single family, as well as non-residential uses such as offices, medical offices and hotels. Special attention should be given in site design to assure that uses are compatible with adjacent lower density residential uses. Where possible, pedestrian and bicycle access shall be provided to commercial areas, schools, institutional uses, and other similar uses.

LIU 3.0: Low Intensity Urban – designate areas for low density residential and other compatible uses and to provide incentives for residential conservation subdivisions to provide for more natural open space. Density bonuses are offered in exchange for the provision of natural and/or functional open space. LIU includes four land use categories with designations ranging from a maximum of 3 RAC stepped down to 0.3 RAC.

RP – 41 Rocking K Specific Plan / South of Saguaro National Park (RV)
Allow density transfers among the planned building pods within the 780 acres. Allow these densities to be transferred among those development pods as identified in the Rocking K Specific Plan. Indicate that those development densities can be transferred provided that the number of allowable units that are within one-half mile of the national park cannot be increased, that is, density can be transferred to the south, but not to the north.

Pima County TDR Ordinance:

The Pima County Transfer of Development Rights Ordinance specifically addresses use of TDR within the Rocking K Block Plat which covers both PDC and MIU planned acreage by limiting the development rights between the sending areas and vicinity receiving areas within the block plat to 500 development rights.

PIMA COUNTY TRANSFER OF DEVELOPMENT RIGHTS 18.92

18.92.050 B.2. Rocking K South sending area: No more than 500 development rights may be transferred from the Rocking K South sending area, located south of Old Spanish Trail.

18.92.050 C.3. Rocking K South vicinity receiving area: No more than 500 development rights can be transferred to the receiving areas adjacent to the Rocking K specific plan, located south of Old Spanish Trail.

The ability for the Rocking K South vicinity area to receive development rights beyond the 500 permitted to be transferred from Rocking K South is addressed in the TDR Ordinance. 18.92.050 D. Indicates that Rocking K receiving areas may receive development rights from other Pima County designated sending areas. This could include 736 Acres of designated sending area within the Rocking K Specific Plan entitled for 663 Units as well as

other sending areas designated by the Pima County TDR Ordinance. The 500 Unit Cap only applies to Rocking K South Sending Areas to Rocking K South adjacent Receiving Areas covered under the Rocking K Block Plat.

18.92.050 D. Notwithstanding the requirements of 18.92.050 (A), (B), and (C), development rights for an approved undeveloped golf course that has no approved underlying uses or zoning within an adopted specific plan may be either converted to residential uses on the golf course property, transferred to land adjacent to the specific plan property if under the same ownership, or may be considered a sending area provided the following requirements are met:

1. The development rights for the approved golf course shall be calculated at 2.5 residences per acres. 435.06* Acres 1,087.65 Units
2. The dwelling unit cap of the approved specific plan shall not be exceeded. 5,631 Units

Pima County Specific Plan Ordinance:

The Pima County Specific Plan Ordinance provides an administrative process for the transfer of densities.

PIMA COUNTY SPECIFIC PLAN ORDINANCE 18.90

18.90.080 B. Density Transfer:

1. The planning director may permit the transfer of densities to more suitable locations within the specific plan; provided:
 - a. The locations and procedures for such transfers are explicitly stated within the plan; and
 - b. The overall density of the plan or individual planning area is not exceeded.

Rocking K Amended Specific Plan:

The Amended Rocking K Specific Plan explicitly provides for transfers of densities within the Specific Plan. Additionally, both the original Rincon Valley Area Plan, and the original Rocking K Specific Plan and subsequent amendments contain multiple provisions which support the concept and benefits of density transfers.

ROCKING K AMENDED SPECIFIC PLAN CO23-96-02

II-B LAND USE PLAN "Use of the density transfer concept is permitted on the residential sites to protect natural environmental resources and to integrate open spaces in the residential areas."

III. C INTERPRETATION "The Chief Zoning Inspector of Pima County shall be responsible for rendering interpretations of the Rocking K Specific Plan. The determination shall be based on consistency with the intent of the Specific Plan zoning category, the context of the relevant Planning Area, health and safety issues, and public welfare."

D. GENERAL PROVISIONS DENSITY TRANSFER.... "The resulting distribution of maximum dwelling units among the RVAP planning areasof 10% for any planning area during the platting process."

EXECUTIVE SUMMARY SECTION I E. AMENITY BONUSES and DENSITY TRANSFERS - The Rincon Valley Area Plan "The density transfer technique is also used in the Rocking project. This concept permits flexibility in distributing the total number of unit throughout the project size. Within Planning Areas, the density transfer concept allows clustering of residences on a limited

portion of the site, thereby maximizing open space and public access. Density transfers also give the developer a certain degree of flexibility to respond to market needs and site conditions, while ensuring that the overall project density does not exceed approved levels. "

POLICY III-A.1.c. DENSITY TRANSFER "The Rocking K Specific Plan provides in several locations for provisions relating to transfer of density..... indicates that dwelling units can be transferred from lower density residential Planning Areas to higher density Planning Areas ...includes references to the fact that the transfers will not exceed approved levels....indicates that dwelling units may be transferred into planning units with equal or less restrictive land use designations."

SECTION VII PLAN ADMINISTRATION / IMPLEMENTATION E. DENSITY TRANSFER & MONITORING and F. AMENITY BONUS PROVISIONS: "Section V of the Specific Plan provides for transfer of dwelling units from planning unit to planning unit... and from lower density ... to higher density, so long as the maximum number of units....is not exceeded. A monitoring program is required to account for the transfer units ...ensure the development conforms to the Specific Plan..." "Over the entire Specific Plan area, the provision of specific amenity bonuses within the various Planning Areas will allow more than 10,000 dwelling units. The Specific Plan however permits a maximum of 10,000 units regardless of whether the amenity bonus provision allows more than that."

Exhibit G

CALCULATION OF ROCKING K NORTH TOTAL NATURAL OPEN SPACE REQUIREMENT

Based on acreages in Table II-1 (on page II-8) and the natural open space requirements described in section III-E (pages III-4 through III-24) of the Specific Plan. Planning Unit numbers are listed in the order in which they appear on page II-8.

Unit	Des	Ac	NOS%	NOS
1	VLDR	3.85	50%	1.93
2	VLDR	38.10	50%	19.05
3	VLDR	79.88	50%	39.94
4	VLDR	28.26	50%	14.13
5	VLDR	54.45	50%	27.23
6	LDR	59.45	40%	23.78
7	LDR	26.98	40%	10.79
8	LDR	29.13	40%	11.65
9	LDR	20.74	40%	8.3
10	LDR	17.92	40%	7.17
11	LDR	13.45	40%	5.38
12	MDR	4.37	25%	1.09
13	LDR	38.32	40%	15.33
14	LDR	19.01	40%	7.6
15	LDR	24.04	40%	9.62
16	LDR	23.05	40%	9.22
17	LDR	11.21	40%	4.48
18	LDR	27.87	40%	11.15
26	MDR	16.03	25%	4.01
28	MDR	32.46	25%	8.12
29	MDR	6.31	25%	1.58
30	MDR	24.04	25%	6.01
32	MDR	13.96	25%	3.49
33	MDR	8.83	25%	2.21
34	MDR	25.99	25%	6.5
46	MR	20.00	0%	0.00
49	NOS	31.08	100%	31.08
49A	NOS	9.23	100%	9.23
50	NOS	257.74	100%	257.74
51	NOS	7.68	100%	7.68
52	NOS	13.81	100%	13.81
53	NOS	12.46	100%	12.46
54	NOS	16.54	100%	16.54
55	NOS	1.82	100%	1.82
56	NOS	14.75	100%	14.75
66	OS	216.00	0%	0.00

Unit	Des	Ac	NOS%	NOS
67A	OS	42.75	0%	0.00
68	OS	5.46	0%	0.00
71	MDR	4.49	25%	1.12
19	LDR	53.21	40%	21.28
27	MDR	11.91	25%	2.98
31	MDR	43.95	25%	10.99
43	MHDR	10.66	15%	1.6
44	HDR	9.82	5%	0.49
45	OCR	110.55	5%	5.53
47	C	35.32	5%	1.77
49B	NOS	1.50	100%	1.50
49C	NOS	2.36	100%	2.36
49D	CREEK	116.44	100%	116.44
57	NOS	16.58	100%	16.58
58	NOS	55.22	100%	55.22
67	OS	170.85	0%	0.00
69	PARK	5.15	0%	0.00
69A	PARK	4.19	0%	0.00
TOTALS		1949.22		862.73