



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 7/15/2025

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Serrano Solar, LLC, a Delaware limited liability company

**\*Project Title/Description:**

Pima County License for Right-of-Way Encroachment

**\*Purpose:**

Granting of a 25 year Right-of-Way License ("License") to Serrano Solar, LLC ("Serrano") to encroach on and across portions of County right-of-way known as North Trico Road. The purpose of the License is to allow the constructing, operating and maintaining an elliptical pipe with 2 single pipe headwalls on each side underneath the Trico Road right-of-way for drainage purposes. The depiction of the encroachment area is located in Exhibit "A" of the attached License. (LIC-0380)

**\*Procurement Method:**

Exempt per Pima County Code Section 11.04.020

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

Providing a License to allow Serrano to place and maintain drainage infrastructure within Pima County right-of-way as part of a solar development on the adjacent land.

**\*Public Benefit:**

Serrano is constructing a solar field adjacent to North Trico Road which will provide electric power to Pima County residents. Serrano may apply for and obtain permits from Pima County Development Services for activities related to installation, maintenance and operation of drainage facilities within the public right-of-way.

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

County to receive a fee of \$175.00 per year for the the term of the License.

**\*Retroactive:**

No.

Attached: Location Map

To: COB, 7-2-25(1)  
vers: 0  
pgs: 9

JUL02'25 AM 0930 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: CT Department Code: RPS Contract Number (i.e., 15-123): CT2500000042  
Commencement Date: 7/15/2025 Termination Date: 7/14/2050 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☒ Revenue Amount: \$ 4,375.00

\*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: George Andros

Department: Real Property Services

Telephone: 724-6308

Department Director Signature: \_\_\_\_\_

Date: 6-26-2025

Deputy County Administrator Signature: \_\_\_\_\_

Date: 7/1/2025

County Administrator Signature: \_\_\_\_\_

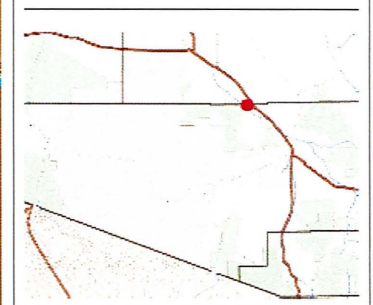
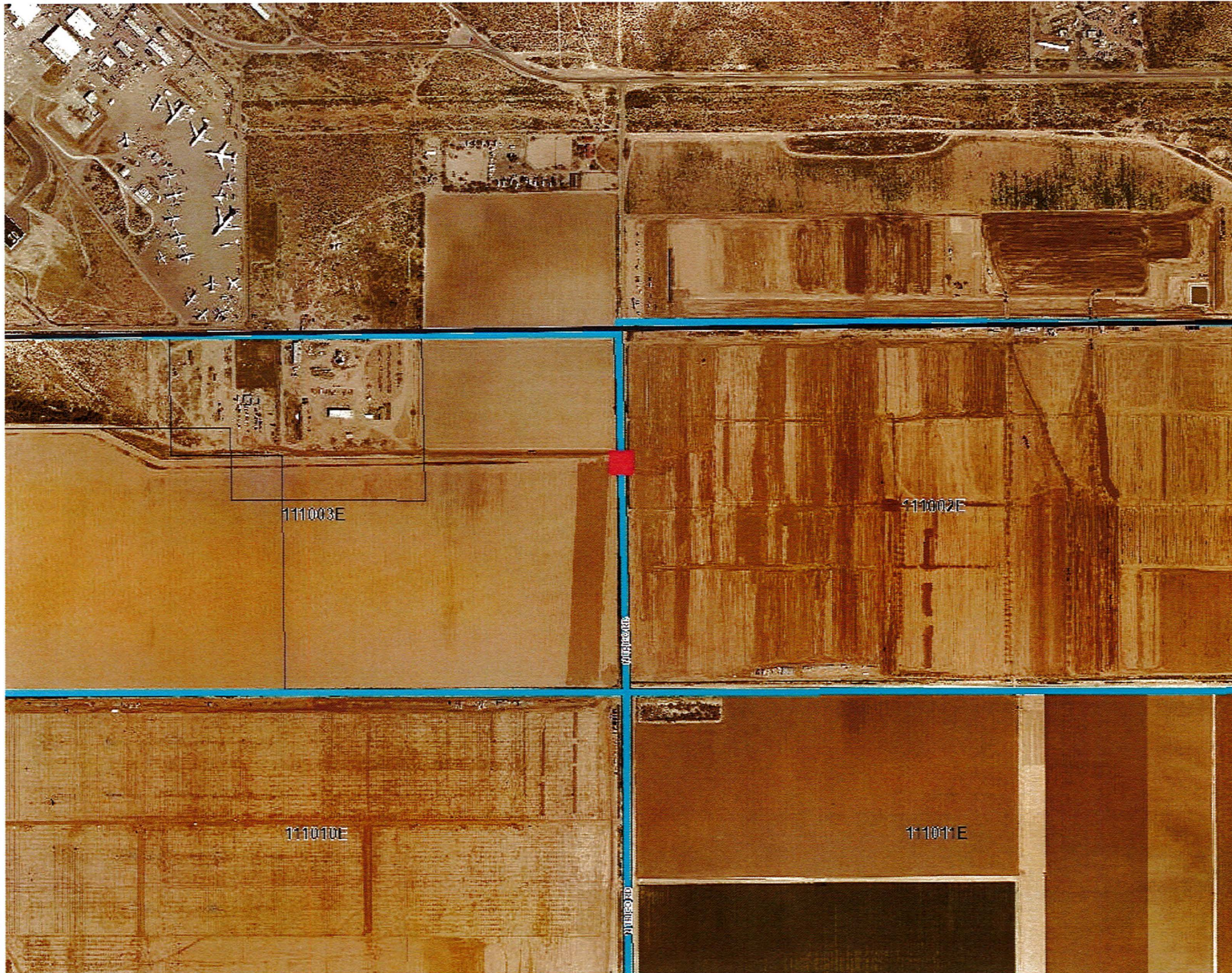
Date: 7/1/2025



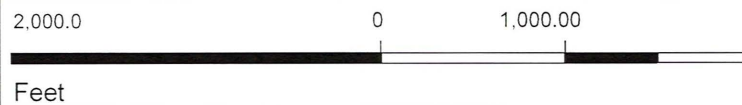
## Location Map

### Legend

-  PLSS Section Grid
-  Parcels



Notes:



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

6/19/2025



For Recorder's Use Only

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CT2500000042

**PIMA COUNTY  
LICENSE  
FOR RIGHT-OF-WAY ENCROACHMENT**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Serrano Solar, LLC, a Delaware Limited Liability Company, ("Licensee"). The parties agree as follows:

1. Grant of Permission. In consideration of Licensee's annual payment of any applicable License fee and the promises contained herein, County hereby gives permission, revocable and terminable as provided herein, to Licensee to encroach on that portion of County's right-of-way described as Trico Rd for the purpose of installing an elliptical pipe with 2 single pipe headwalls on each side underneath the right-of-way for drainage purposes (the "Encroachment"). The right-of-way and the Encroachment are depicted on the attached Exhibit "A".
2. Hold Harmless. All costs associated with the Encroachment shall be the sole responsibility expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described right-of-way or to any person while using the above described right-of-way caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless County, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part to Licensee's

use of the rights of way, or to any act or omission of the Licensee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's responsibilities shall not extend to the negligence of County, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.

3. Insurance. Prior to construction, Licensee shall obtain a \$5,000,000 commercial general liability insurance policy naming County as Additional Insured to cover the Encroachment within the County's right-of-way. County reserves the right to require additional insurance at County's sole discretion. The policy shall be maintained throughout the term of this License by the Licensee. This License shall terminate if insurance lapses. A certificate of insurance shall be supplied to County on an annual basis with the stipulation that the insurance company shall notify County in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty days prior to cancellation, and Licensee shall remove the Encroachment at its expense within thirty days of notification.
4. Annual Fee. Pursuant to Pima County Board of Supervisors Policy Number F54.3, Licensee shall pay an annual fee to County in the amount of \$175.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.
5. Permits. This License is not a right-of-way use permit. Following the granting of this License by County, Licensee shall obtain all applicable permits, which may include a Right-of-Way Use Permit, a County Use Permit, Building Permit or Floodplain Use Permit. Licensee shall construct the proposed Encroachment in accordance with the plans submitted to County with the application for the License.
6. Compliance With Highway Safety. Construction of the Encroachment shall not interfere with the safety of the traveling public or the authorized public use of right-of-way, and may not otherwise interfere with the general health, safety and welfare of the citizens of Pima County. Once constructed, the Encroachment shall be maintained by Licensee so as not to interfere with safe sight distance or safe travel along the right-of-way.
7. Term. This License shall run for a period of 25 years from the date this License is executed by Pima County Board of Supervisors. Notwithstanding any other condition, this License may be terminated by either party or revoked by County upon ninety days' written notice to the other. County may terminate or revoke by recording a termination or revocation statement executed by the Manager of the Real Property Services of the Public Works Administration. When this License lapses, terminates or is revoked, Licensee shall remove the Encroachment from the right-of-way at no expense to County and to the satisfaction of County within 90 days. Licensee shall restore the right-of-way to the pre-License condition or as may be mutually agreed upon. The indemnifications set forth in Paragraph 2 above shall survive the termination or revocation of this License.

8. Underground Facilities. If Encroachment includes any underground facilities, Licensee or its successors or assignees is required per A.R.S. § 40-360.32 (E) and (C) to maintain a Limited Basis Participation membership with Arizona Blue Stake, Inc. and file contact information with the corporation commission throughout the term of this License. Proof of membership shall be supplied to County on an annual basis with the stipulation that the Licensee shall notify County in writing of any intent to cancel the membership. This notification shall be required no less than thirty days prior to cancellation.
9. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the right-of-way by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no right of entry upon the right-of-way.
10. License Runs With the Land. The provisions, conditions, restrictions and covenants of this License shall be both personal to the Licensee and shall run with the land described on the attached Exhibit "B", binding all persons owning or occupying any portion of the land. Conveyance of the land will not relieve the prior owner of any obligations that accrued prior to conveyance.
11. Removal of Encroachment. Upon termination or revocation of this License for any reason or in the event partial or total removal of the Encroachment is required by County, Licensee shall promptly remove all or part of the Encroachment as required by County at Licensee's sole expense and to the satisfaction of County. Licensee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the Encroachment from County. In the event the Encroachment is not promptly removed by Licensee as directed by County, County shall have the right to remove the Encroachment and Licensee hereby agrees to reimburse the total amount of County's costs incurred for the partial or complete removal of the Encroachment within sixty (60) days of receipt of an invoice from County for said costs. In the event Licensee fails to reimburse County for the costs of removal within the 60-day period, County shall immediately file a lien upon the property described in Exhibit "B" herein, which shall be a continuing lien, and Licensee hereby consents to the placement of such a lien on said property. Said lien may be enforced by foreclosure in like manner as a mortgage on real property. County shall be entitled to County's reasonable attorney's fees and interest at the rate established by A.R.S. § 44-1201(A), occurring from the date the costs are incurred.
12. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.
13. Signing Authority. Each of the persons signing below on behalf of a party represents and warrants that the signer has full requisite power and authority to execute and deliver this License on behalf of the party for whom the signer signs and to bind such party to the terms and conditions of this License.

LICENSEE:

By: Michael U Alvarez

Title: Chief Operating Officer

State of Arizona

County of Pima

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)  
)

ss

**See Attached Certificate**

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

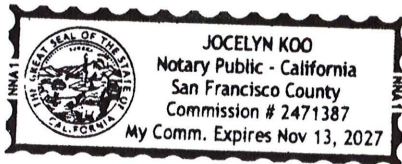
State of California

County of SAN FRANCISCO }

On JUNE 18, 2025 before me, JOCELYN KOO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL U ALVAREZ  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



*Place Notary Seal and/or Stamp Above*

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jeffrey Teplitsky, Director, Real Property Services

 7/1/2025  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

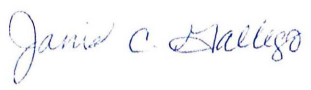
  
\_\_\_\_\_  
Janis Gallego, Deputy County Attorney

Exhibit "A"  
Legal Description  
Right-of-Way Use Area

A portion of that parcel of land within the right-of-way of Trico Road as recorded Road Proceedings No. 699, Book 5, Page 77 of Road Maps, and in Docket 82, Page 262, records of Pima County, Arizona, located within Sections 2 and 3, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the closing corner for said Sections 2 and 3, said point being a 2-inch brass cap survey monument in the centerline of said Trico Road stamped "RLS 35111", from which the section corner common to Sections 2, 3, 10, and 11, said point being a railroad spike in the centerline of said Trico Road, bears South 00 degrees 16 minutes 05 seconds East, a distance of 2457.03 feet;

THENCE upon the section line common to said Sections 2 and 3, and the centerline of said Trico Road, South 00 degrees 16 minutes 05 seconds East, a distance of 834.58 feet to the POINT OF BEGINNING;

THENCE North 88 degrees 32 minutes 56 seconds East, a distance of 30.01 feet to the easterly right-of-way line of said Trico Road;

THENCE upon said right-of-way line, South 00 degrees 16 minutes 05 seconds East, a distance of 60.01 feet;

THENCE South 88 degrees 32 minutes 56 seconds West, a distance of 60.01 feet to the westerly right-of-way line of said Trico Road;

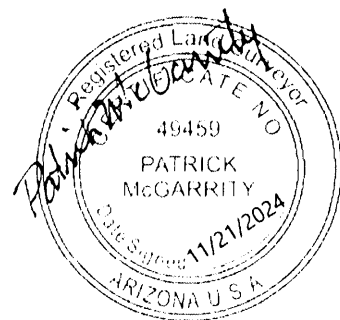
THENCE upon said right-of-way line, North 00 degrees 16 minutes 05 seconds West, a distance of 60.01 feet;

THENCE North 88 degrees 32 minutes 56 seconds East, a distance of 30.01 feet to the POINT OF BEGINNING.

Said easement containing 3601 square feet of land, more or less.

See attached depiction of the legal description made a part hereof.

Prepared by:  
Patrick McGarrity RLS  
AZ # 49459



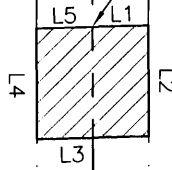
# EXHIBIT "A"

LINE	BEARING	DISTANCE
L1	N 88°32'56" E	30.01'
L2	S 00°16'05" E	60.01'
L3	S 88°32'56" W	60.01'
L4	N 00°16'05" W	60.01'
L5	N 88°32'56" E	30.01'

CLOSING COR.  
SEC. 2 & 3  
FND BRASS CAP  
P.O.C.

S 00°16'05" E 834.58'

P.O.B.



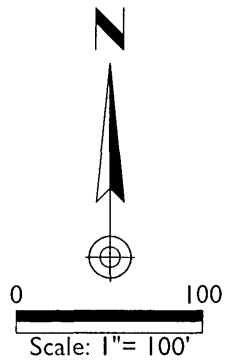
SEC. 3  
T-11-S, R-10-E

SEC. 2  
T-11-S, R-10-E

30'

TRICO ROAD  
DKT. 82, PG. 262

P.O.B.=POINT OF BEGINNING  
P.O.C.=POINT OF COMMENCEMENT



S 00°16'05" E 2457.03'

SECTION COR.  
SEC. 2,3,10,&11  
FND RAILROAD SPIKE

Prepared by:  
nD Geomatics LLC  
Patrick McGarrity RLS  
AZ #49459

11/21/24

RIGHT-OF-WAY USE AREA  
Portion of Section 2 & 3, T-11-S, R-10-E, G&SRM, Pima County, AZ

LONGROAD ENERGY

Sheet No.

2  
of 2

2023-011



Exhibit "B"

**Parcel 1 (APN 208-08-004B)**

That portion of Section 2, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, as described in Book 5225, Page 269, Records of Pima County, Arizona.

**Parcel 2 (APN 208-08-001C)**

That portion of Section 3, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, as described in Book 5225, Page 271, Records of Pima County, Arizona.