



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 11/19/2024

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Silver Bell Mining, LLC, a Delaware limited liability company

**\*Project Title/Description:**

Pima County License for Right of Way Encroachment

**\*Purpose:**

This 25 year Right of Way ("ROW") License grants permission to Silver Bell Mining ("Licensee") to encroach on and across portions of County ROW known as Avra Valley Road for the purpose of constructing and maintaining two (2) underground waterlines. The description and depiction of the encroachment areas are located on Exhibits A and B attached. Real Property File: Lic-0359

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

To allow Licensee to place and maintain their underground waterline across Pima County ROW.

**\*Public Benefit:**

Licensee may apply for and obtain permits from Pima County Development Services for installation, maintenance of waterline within the ROW.

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

Licensee will have an annual rental payment of \$350.00 for the term of the License

**\*Retroactive:**

NO

Location Map attached

To: COB, 11-4-24(1)  
vers: 0  
pgs: 9

NOV01:24am1053 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): CT2400000055
Commencement Date: 11/19/2024 Termination Date: 11/18/2049 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 8,750.00

\*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

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: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature:

Date: 10/31/2024

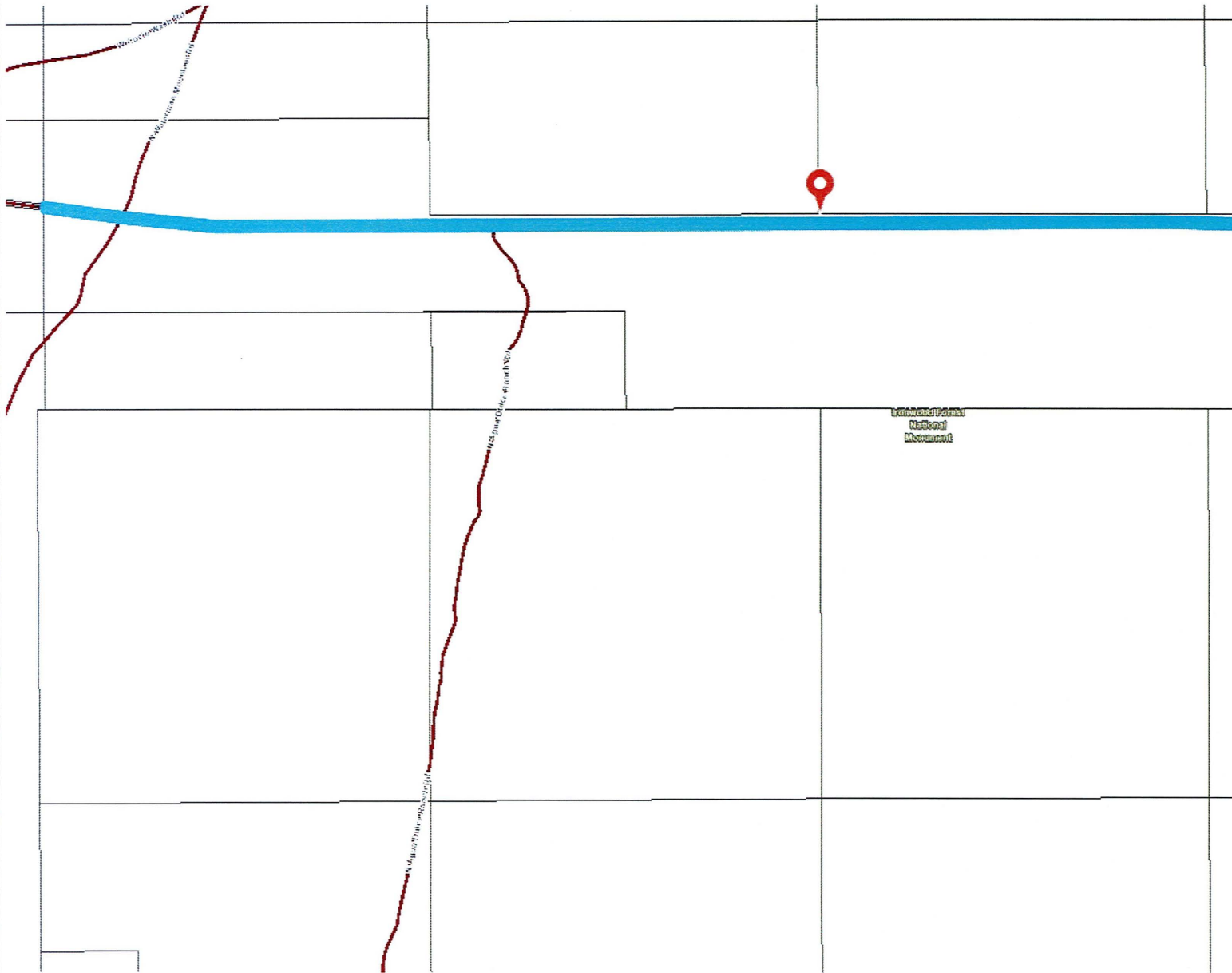
Deputy County Administrator Signature:

Date: 10/31/2024

County Administrator Signature:

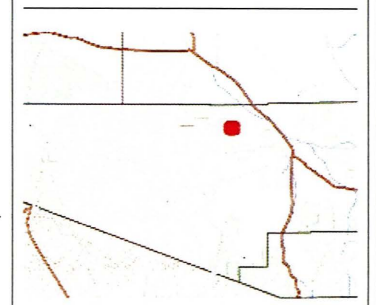
Date: 11-1-2024

# Location Map Pt of Section 20, Township 12 South, Range 9 East and pt of Section 13, Township 12 South, Range 8 East

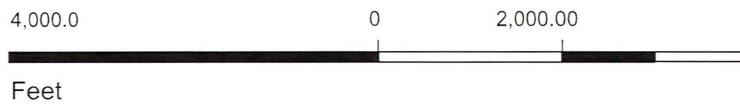


## Legend

- Streets - All
- 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

10/18/2024

For Recorder's Use Only

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CT240000055

**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 Silver Bell Mining, LLC a Delaware Limited Liability Company, ("Licensee"). The parties agree as follows:

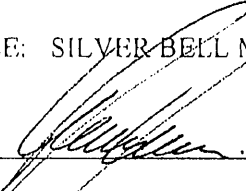
1. Grant of Permission. In consideration of Licensee's annual payment of any applicable License fee and the promises contained herein, County hereby gives permission, revocable and terminable as provided herein, to Licensee to encroach on that portion of County's right-of-way described as Avra Valley Road for the purpose of an Unerground Waterline (the "Encroachment"). The right-of-way and the Encroachment are **depicted** on the attached **Exhibit "A and B"**.
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 \$1,000,000 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 \$350.00, 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 (twenty five) 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 are both personal and shall run with the land described on the attached **Exhibit "A and B"** and shall be binding on 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 "A & 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.

LICENSEE: SILVER BELL MINING LLC, a Delaware limited liability company

By: 

Title: Administrative Director

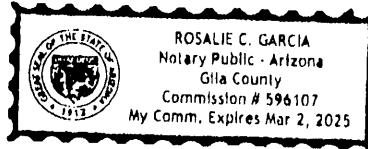
State of Arizona    )  
                                  )    SS  
County of Gila        )

This instrument was acknowledged before me this   1   day of   Oct.  , 2024, by   Alejandro Larrea  , as   Administrative Director   of   ASARCO LLC  .

  
Notary Public

My Commission Expires:

March 2, 2025



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

\_\_\_\_\_  
Adelita S. Grijalva, Chair, Board of Supervisors

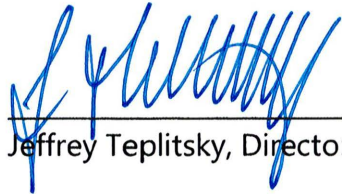
\_\_\_\_\_  
Date

ATTEST:

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

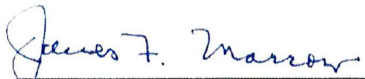
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

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

   
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James Morrow, Deputy County Attorney



**EXHIBIT "A"**  
LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR UTILITY PURPOSES IN A PORTION OF THE SOUTHERN HALF OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE P.C. STATION 351+55.26 AS PER AVRA VALLEY HIGHWAY ROAD NO. 760-D ESTABLISHMENT BOOK 6, PAGE 55, PIMA COUNTY RECORDERS, FROM WHICH THE P.O.T. STATION 320+00.89 AS PER SAID BOOK 6, PAGE 55, (P.C.R.) (BASIS OF BEARING) BEARS SOUTH 79°40'30" EAST, 3154.37 FEET;

THENCE SOUTH 79°40'30" EAST, 1639.28 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 10°10'41" EAST, 20.01 FEET TO THE NORTH RIGHT-OF-WAY (ROW) LINE FOR AVRA VALLEY HIGHWAY;

THENCE ALONG SAID ROW LINE SOUTH 79°40'30" EAST, 10.00 FEET;

THENCE DEPARTING SAID ROW LINE SOUTH 10°10'41" WEST, 80.01 FEET TO THE SOUTH ROW LINE OF AVRA VALLEY HIGHWAY;

THENCE ALONG THE SOUTH ROW LINE NORTH 79°40'30" WEST, 10.00 FEET;

THENCE DEPARTING THE SAID ROW LINE NORTH 10°10'41" EAST, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.



A handwritten signature in black ink, appearing to read "Michael E. Fondren".

Title: DESCRIPTION

Project #: 2400470.01

Date: 09/09/2024

Scale: N/A

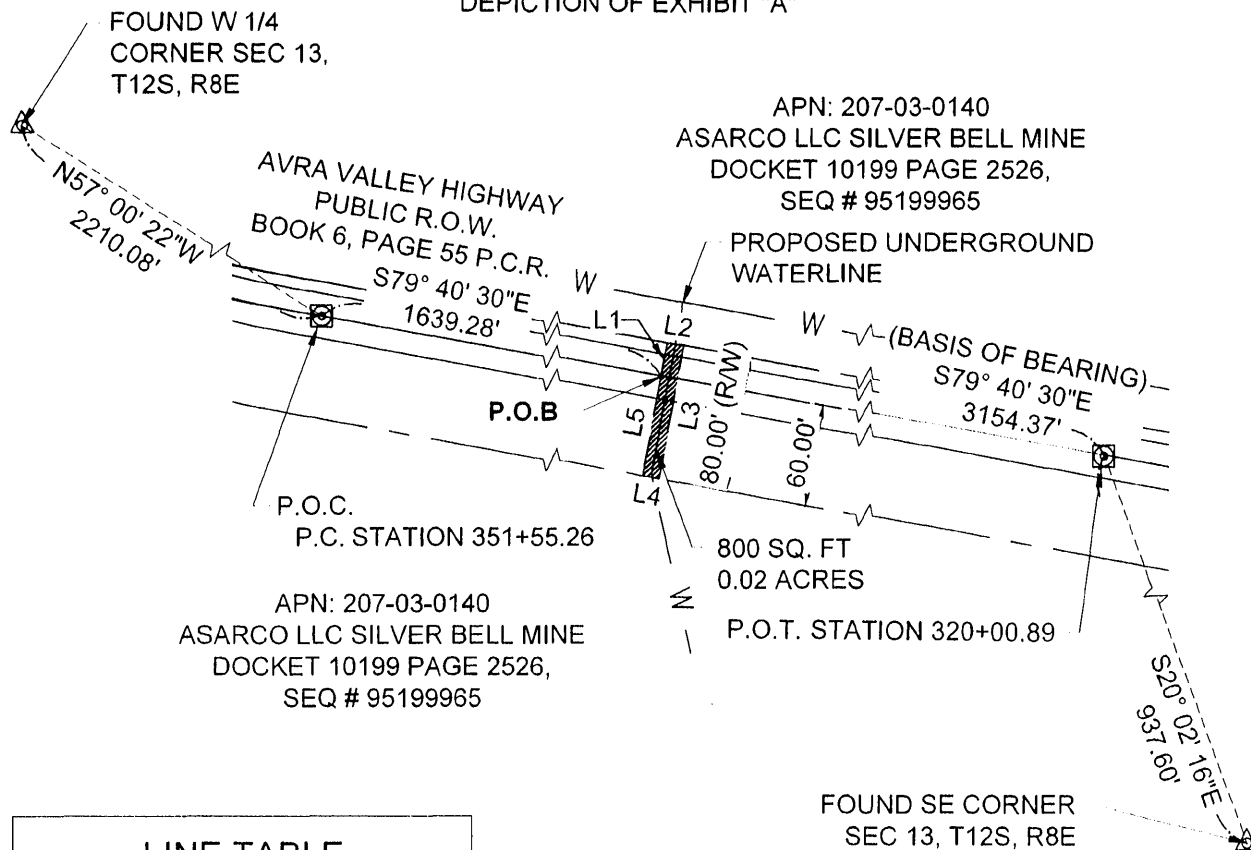
Page: 1 OF 2



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CONSULTING

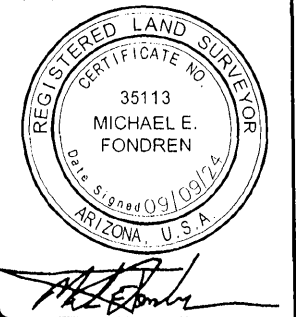
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**EXHIBIT "A"**  
DEPICTION OF EXHIBIT "A"



LINE TABLE		
LINE	BEARING	LENGTH
L1	N10° 10' 41"E	20.01
L2	S79° 40' 30"E	10.00
L3	S10° 10' 41"W	80.01
L4	N79° 40' 30"W	10.00
L5	N10° 10' 41"E	60.00

NOTE\*  
BASIS OF BEARING POINT STATION 351+55.26 AND POINT STATION 320+00.89 WERE NOT FOUND BEARING AND DISTANCE AS PER PIMA COUNTY HIGHWAY DEPARTMENT AVRA VALLEY HIGHWAY ROAD NO. 760-D ESTABLISHMENT BOOK 6, PAGE 55, PIMA COUNTY RECORDS.



Title: EXHIBIT

Project #: 2400470.01

Date: 09/09/2024

Scale: 1" = 100'

Page: 2 OF 2



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

A LEGAL DESCRIPTION FOR UTILITY PURPOSES IN A PORTION OF THE WESTERN HALF OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE P.O.T. STATION 320+00.89 AS PER AVRA VALLEY HIGHWAY ROAD NO. 760-D ESTABLISHMENT BOOK 6, PAGE 55, PIMA COUNTY RECORDERS, FROM WHICH THE P.O.T. STATION 265+00.89 AS PER SAID BOOK 6, PAGE 55, (P.C.R.) (BASIS OF BEARING) BEARS SOUTH 79°40'30" EAST, 5500.00 FEET;

THENCE SOUTH 79°40'30" EAST, 5.69 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°08'39" WEST, 24.56 FEET TO THE NORTH RIGHT-OF-WAY (ROW) LINE FOR AVRA VALLEY HIGHWAY;

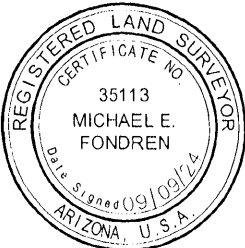
THENCE ALONG SAID ROW LINE SOUTH 79°40'30" EAST, 12.28 FEET;

THENCE DEPARTING SAID ROW LINE SOUTH 25°08'39" EAST, 98.23 FEET TO THE SOUTH ROW LINE OF AVRA VALLEY HIGHWAY;

THENCE ALONG SAID LINE NORTH 79°40'30" WEST, 12.28 FEET;

THENCE DEPARTING SAID LINE NORTH 25°08'39" WEST, 73.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 982.3 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.



Title: DESCRIPTION

Project #: 2400470.01

Date: 09/09/2024

Scale: N/A

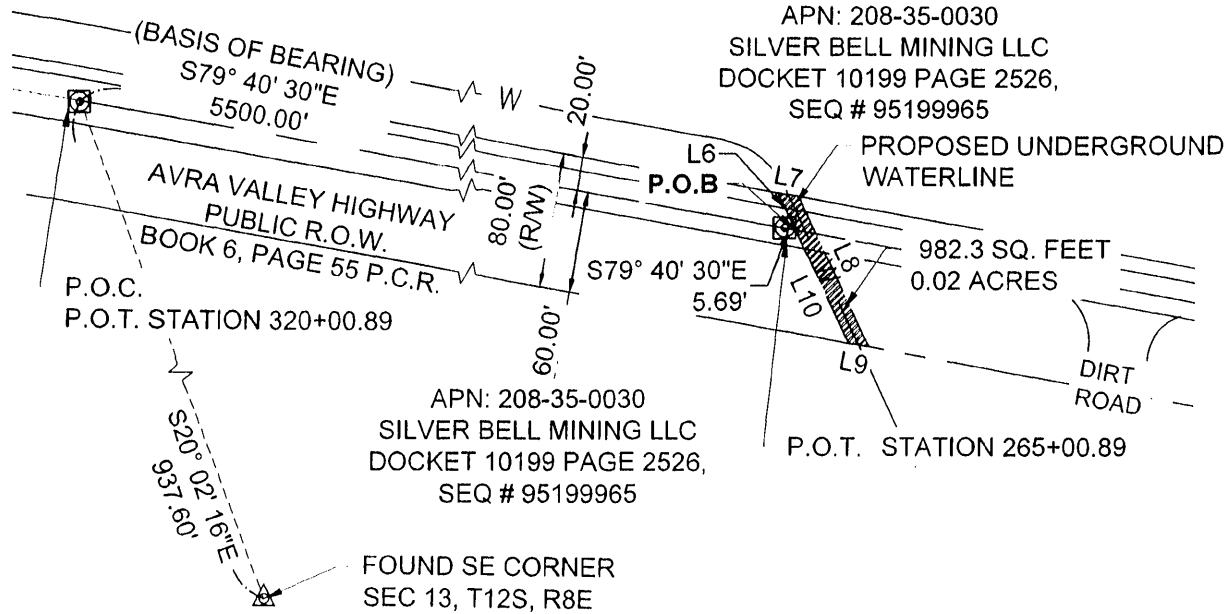
Page: 1 OF 2



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**EXHIBIT "B"**  
DEPICTION OF EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L6	N25° 08' 39"W	24.56
L7	S79° 40' 30"E	12.28
L8	S25° 08' 39"E	98.23
L9	N79° 40' 30"W	12.28
L10	N25° 08' 39"W	73.67

NOTE\*  
BASIS OF BEARING POINT STATION 351+55.26  
AND POINT STATION 320+00.89 WERE NOT FOUND  
BEARING AND DISTANCE AS PER PIMA COUNTY  
HIGHWAY DEPARTMENT AVRA VALLEY HIGHWAY  
ROAD NO. 760-D ESTABLISHMENT  
BOOK 6, PAGE 55, PIMA COUNTY RECORDS.



Title: EXHIBIT  
Project #: 2400470.01  
Date: 09/09/2024  
Scale: 1" = 100'  
Page: 2 OF 2

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