



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

Award Contract Grant

Requested Board Meeting Date: 06/06/2023

** = Mandatory, Information must be provided*

or Procurement Director Award:

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

William & Cristiane Street Family Revocable Trust

***Project Title/Description:**

Pima County License for Right-of-Way Encroachment

***Purpose:**

This 25 year Right-of-Way ("ROW") License grants William & Cristiane Street Revocable Trust ("Street Family Trust") permission to encroach in Pima County right-of-way located at 12865 N. Ajo Avenue (Mt. Lemmon). Pima County Department of Transportation has approved the encroachment as shown on the attached location map. (Lic-0352)

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To allow Street Family Trust to maintain their storage/Conex box located along Ajo Avenue on Pima County right-of-way.

***Public Benefit:**

Permission of this License for the encroachment will prevent significant drainage and topographic issues at Ajo Avenue ROW.

***Metrics Available to Measure Performance:**

\$370.00 per year for the the term of the License.

***Retroactive:**

No.

Attached; Location Map

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 23*0181
Commencement Date: 6/6/2023 Termination Date: 6/5/2048 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 9,250.00

*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 \$

Amount This Amendment: \$

*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: Dante Olono

Department: Real Property Services

Telephone: 724-6624

Department Director Signature:

Date: 5/15/2023

Deputy County Administrator Signature:

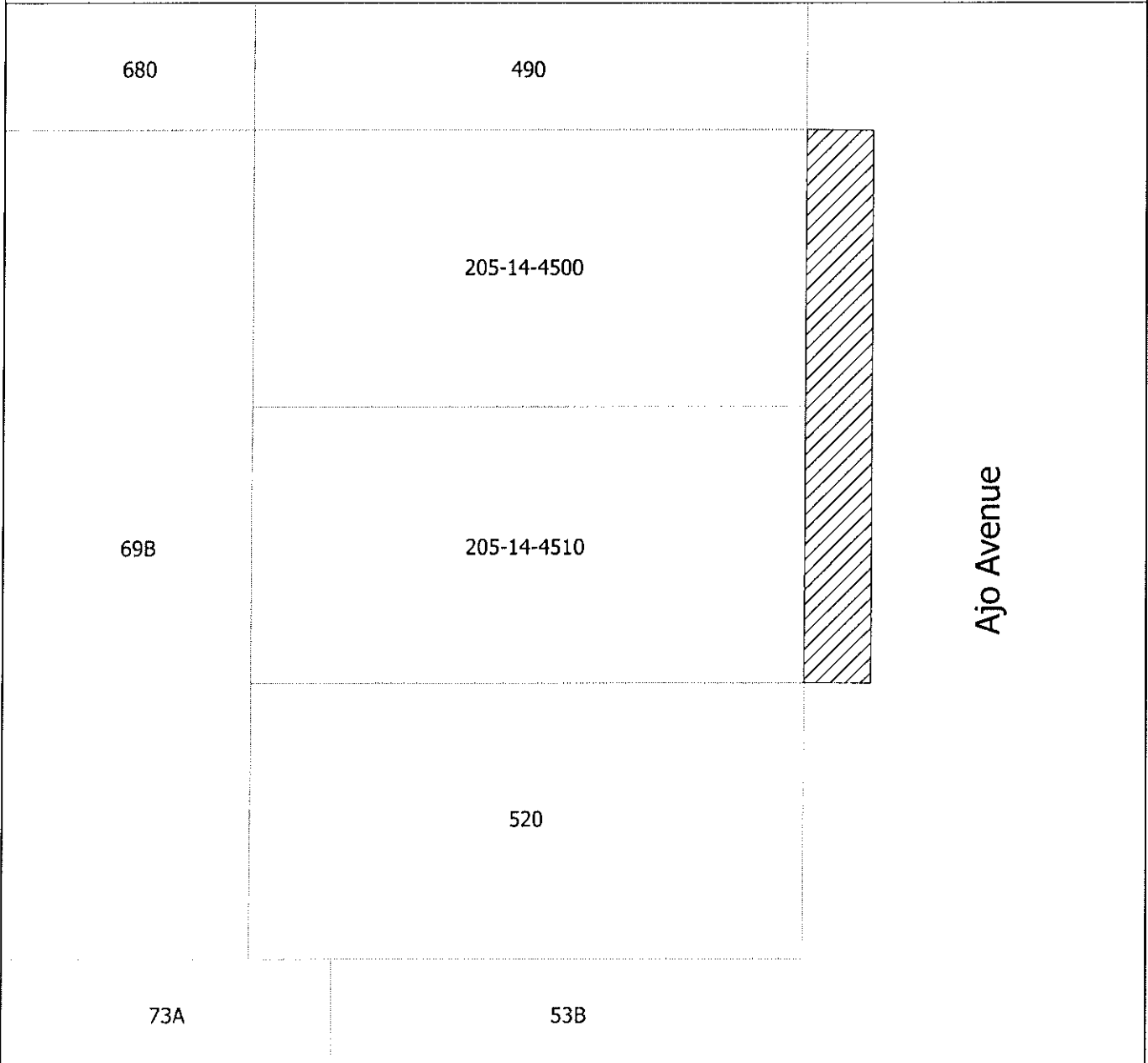
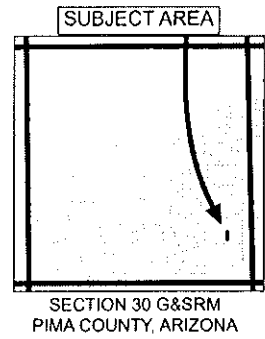
Date: 5/16/2023

County Administrator Signature:

Date: 5/16/2023

Location Map

SECTION 30
TOWNSHIP 11 SOUTH
RANGE 16 EAST



23044

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE DRAWN BY: C BARNETT DATE: MAY 2023

LEGEND



Proposed 12'
encroachment
into Ajo Avenue

For Recorder's Use Only

ADV Contract Number: CTN-RPS-23*0181

**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 the William & Cristiane Street Family Revocable Trust ("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 Ajo Avenue at 12865 N. Ajo Avenue for the purpose of the acknowledgement of a storage shed/Conex box (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 \$370.00, 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 "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 "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:

By: *Cristiane Street*

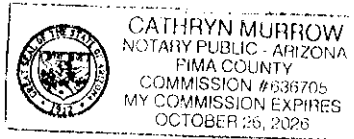
Title: Trustee

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me this 4th day of May, 2023, by Cristiane Street, as trustee of William & Cristiane Street Family Revocable Trust.

Cathryn Murrow
Notary Public

My Commission Expires:
October 26, 2026



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

Adelita Grijalva, Chair, Board of Supervisors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:



Jeff Teplitsky, Director, Real Property Services

5/15/2023

Date



Carmine DeBonis, Jr., Deputy County Administrator,
Public Works

5/14/2023

Date

APPROVED AS TO FORM:



Rachelle Barr, Deputy County Attorney

05/10/2023

Date



PHONE: (520) 790 8373 • FAX: (520) 512 8373
4817 EAST 5TH STREET • TUCSON, ARIZONA 85711

EXHIBIT "A" LEGAL DESCRIPTION

A portion of Ajo Avenue, lying adjacent to Lots 7 and 8, Block 23, Summerhaven, a subdivision of Pima County, Arizona, according to Book 4, Page 99, Maps and Plats, records of the Pima County Recorder's Office, also being shown on shown on Sequence No. 2023-0680091, Records of Survey, and lying within Section 30, Township 11 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point on the West right of way line of said Ajo Avenue, also being the Northeast corner of Lot 7, Block 23, Summerhaven, as marked by a one and one-half inch aluminum capped pin, LS 50761, from which the Southeast corner of Lot 9, Block 23, Summerhaven, as marked by a one-half inch rebar, LS 26932, bears South 02° 21' 19" West (basis of bearings), a distance of 147.99 feet;

THENCE South 89° 16' 21" East, a distance of 12.00 feet;

THENCE South 02° 21' 19" West, a distance of 98.61 feet;

THENCE North 89° 30' 59" West, a distance of 12.01 feet to a point on the West right of way line of said Ajo Avenue, said point also being the Southeast corner of Lot 8, Block 23, Summerhaven;

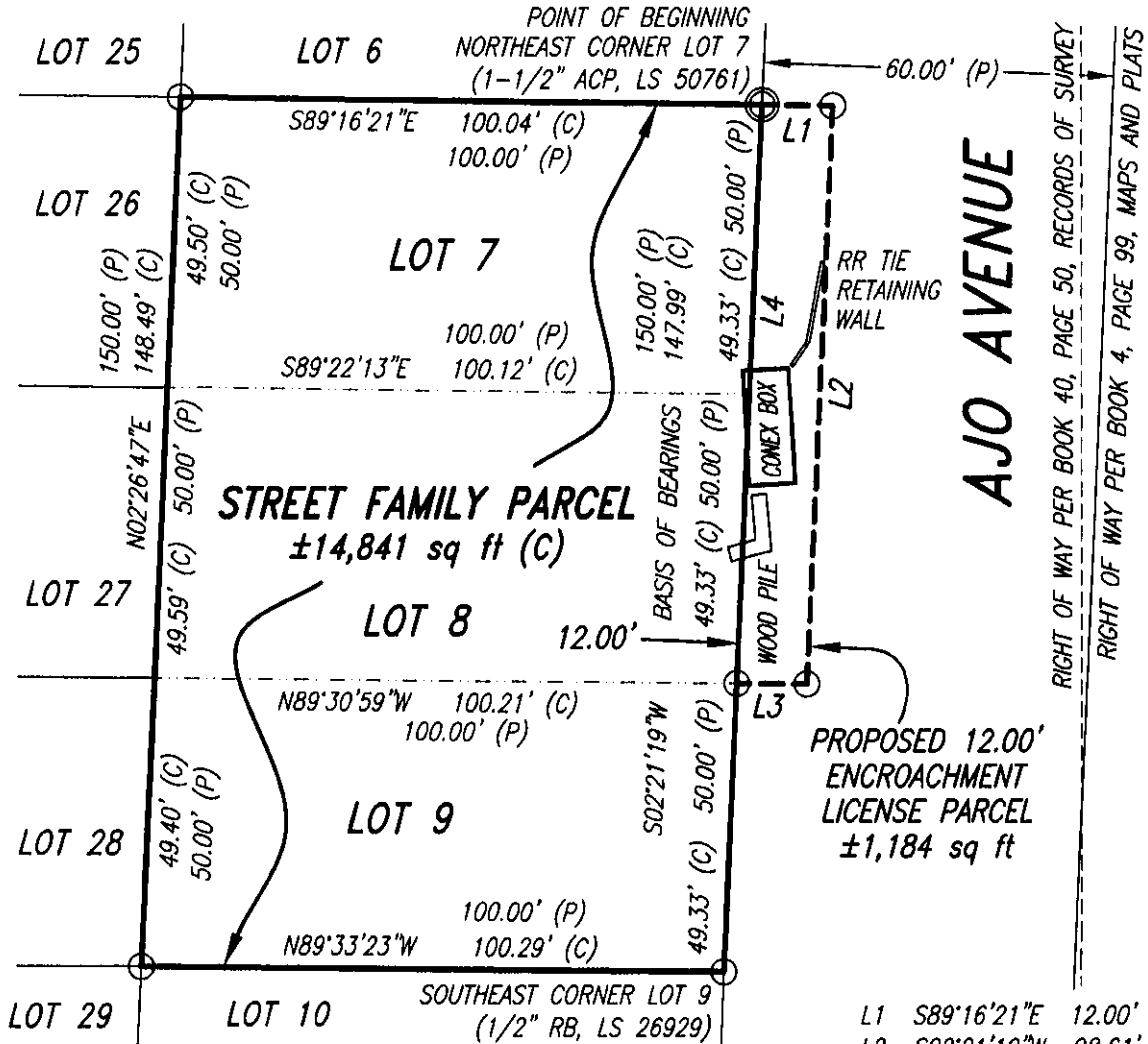
THENCE North 02° 21' 19" East, Along the West line of said Ajo Avenue, also being the East line of Lots 7 and 8, Block 23, Summerhaven, a distance of 98.66 feet to the **POINT OF BEGINNING**.

SAID PARCEL contains **1,184 square feet**, more or less.



BLOCK 23, SUMMERHAVEN SUBDIVISION

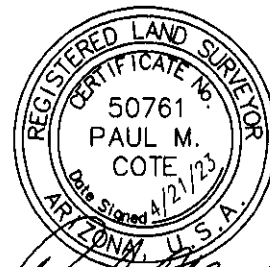
BOOK 4, PAGE 99, MAPS & PLATS



- L1 S89°16'21"E 12.00'
- L2 S02°21'19"W 98.61'
- L3 N89°30'59"W 12.01'
- L4 N02°21'19"E 98.66'

LOT 7, 205-14-4500
 LOT 8, 205-14-4510
 LOT 9, 205-14-4520

STREET WILLIAM & CRISTIANE REVOC TR
 (ownership: SEQUENCE No. 2021-1730786)
 12865, 12873 & 12881 N AJO AVENUE
 PARCELS SHOWN HEREON ARE
 RECORDED IN SEQUENCE No.
 2023-0680091, RECORDS OF SURVEY



Paul M. Cote

DEPICTION OF EXHIBIT "A"

DRAWN:	PMC
CHECKED:	DLP
DATE:	4/21/23
JOB No.:	22-143
PAGE	2 of 2

LOTS 7, 8 & 9, BLOCK 23, "SUMMERHAVEN"
 SUBDIVISION, PER BOOK 4, PAGE 99, MAPS & PLATS,
 AND RECORDED IN SEQUENCE No. 2023-0680091,
 RECORDS OF SURVEY, BEING A PORTION OF SECTION
 30, TOWNSHIP 11 SOUTH, RANGE 16 EAST, GILA AND
 SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PLUS PUTT LAND SURVEYING, INC.
 4817 EAST FIFTH STREET, TUCSON, ARIZONA 85711
 TELEPHONE: (520) 790-8373 FAX: (520) 512-8373



PUTT LAND SURVEYING, INC.

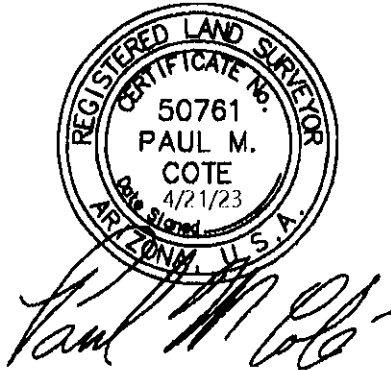
PHONE: (520) 790 8373 • FAX: (520) 512 8373
4817 EAST 5TH STREET • TUCSON, ARIZONA 85711

EXHIBIT "B"
LEGAL DESCRIPTION
(Street Family Parcel)

That certain parcel of land recorded in Sequence No. 20214-1730786, also known as Lots 7, 8 and 9, Block 23, Summerhaven, a subdivision of Pima County, Arizona, according to Book 4, Page 99, Maps and Plats, records of the Pima County Recorder's Office, also being shown on shown on Sequence No. 2023-0680091, Records of Survey, and lying within Section 30, Township 11 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

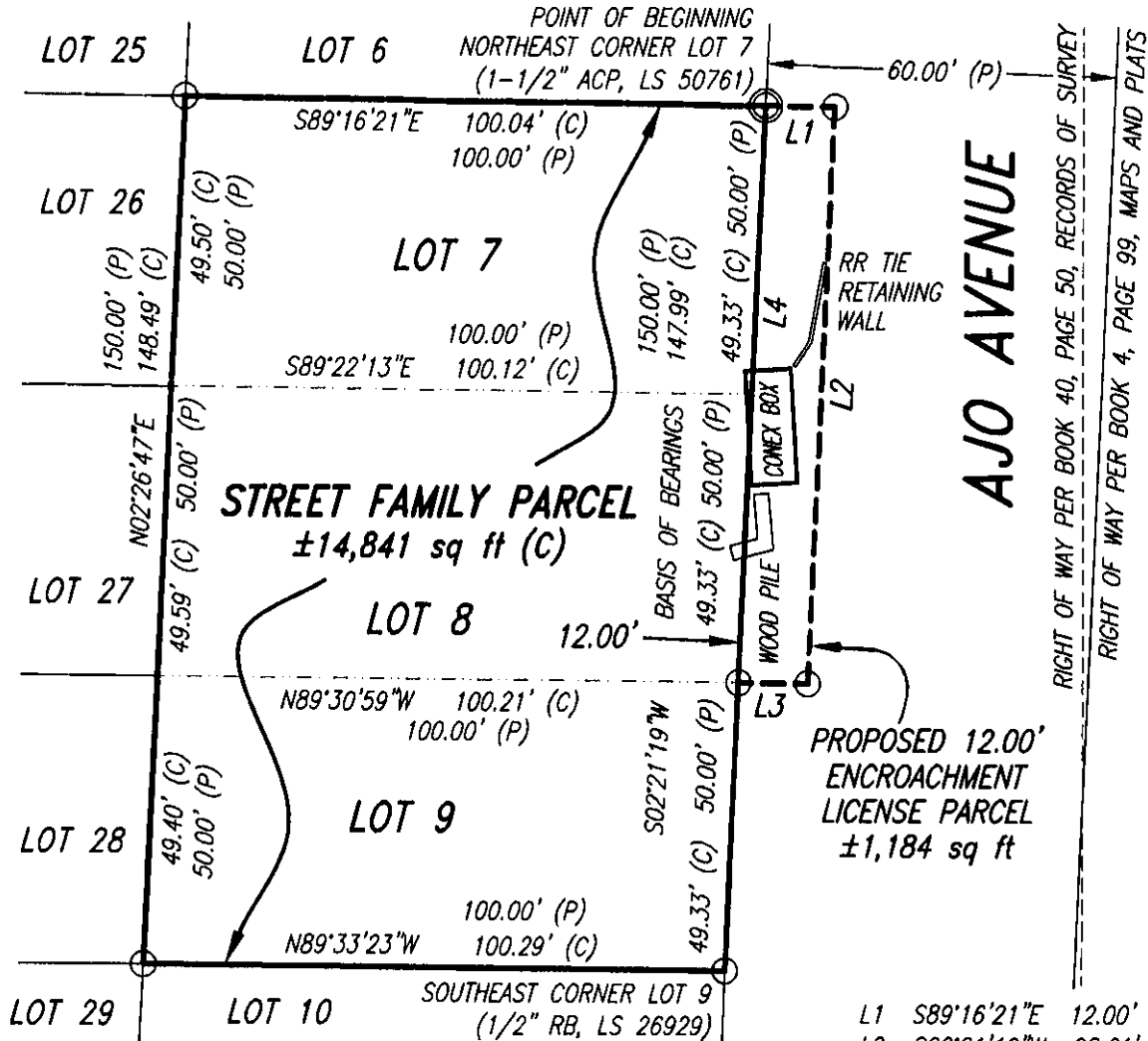
Lots 7, 8 and 9 in Block 23 of Summerhaven Subdivision, a subdivision of Pima County, Arizona, according to the Map or Plat thereof of Record in the Office of the County Recorder of Pima County, Arizona, in Book 4 of Maps at Page 99 Thereof.

SAID STREET FAMILY PARCEL contains 14,841 square feet, more or less.



BLOCK 23, SUMMERHAVEN SUBDIVISION

BOOK 4, PAGE 99, MAPS & PLATS

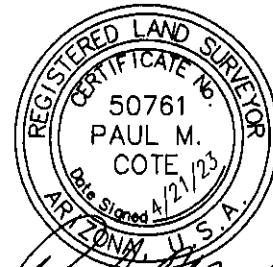


LOT 7, 205-14-4500
LOT 8, 205-14-4510
LOT 9, 205-14-4520

STREET WILLIAM & CRISTIANE REVOC TR
(ownership: SEQUENCE No. 2021-1730786)
12865, 12873 & 12881 N AJO AVENUE
PARCELS SHOWN HEREON ARE
RECORDED IN SEQUENCE No.
2023-0680091, RECORDS OF SURVEY



- L1 S89°16'21"E 12.00'
- L2 S02°21'19"W 98.61'
- L3 N89°30'59"W 12.01'
- L4 N02°21'19"E 98.66'



Paul M. Cote

DEPICTION OF EXHIBIT 'B'

DRAWN:	PMC
CHECKED:	DLP
DATE:	4/21/23
JOB No.:	22-143
PAGE	2 of 2

LOTS 7, 8 & 9, BLOCK 23, "SUMMERHAVEN" SUBDIVISION, PER BOOK 4, PAGE 99, MAPS & PLATS, AND RECORDED IN SEQUENCE No. 2023-0680091, RECORDS OF SURVEY, BEING A PORTION OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER MERIDIAN, PINA COUNTY, ARIZONA

PLUS PUTT LAND SURVEYING, INC.
4817 EAST FIFTH STREET, TUCSON, ARIZONA 85711
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