

COB - BOSAIR FORM

10/16/2025 2:02 PM (MST)

Submitted by Jeffrey.Teplitsky@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT RPS CT2500000075

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 11/04/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Metropolitan Domestic Water Improvement District

Project Title / Description: Water Easement

Purpose: Pima county will grant an easement to the District for the purpose of extending a water line to a planned residential development (File No. E-0365)

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Goal is to sell an easement totaling 48,885 S.F. to the District in the amount of \$3,000. The Conservation Lands Resources ("CLR") department has been notified and approved the sale to the District.

Public Benefit and Impact: The extension of a water line to provide residential development with the needed utility. The impact will be that additional residential development can progress and that the County will receive \$3,000 for the sale of the easement.

Budget Pillar • N/A

Support of Prosperity Initiative: 12. Improve Financial Capability

Provide information that explains how this activity supports the selected Prosperity Initiative The CLR Department is the managing department and will receive the proceeds from the sale of the easement which can be used for other needed projects.

TO: COB, 10/22/25(1)

VERSION: 0

PAGES: 6

Submission ID: 90b8b3b1-34e4-4d17-a9d8-a217d144acd9 Receipt ID: 0e45af2d-d4d9-45b1-8b56-9eb08d47a377

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Metrics Available to Measure Performance:

Pima County/CLR will receive \$3,000 for the sale of the easement.

Retroactive:

NO

Contract / Award Information

Record Number: CT RPS CT2500000075

Document Type: CT

Department Code: RPS

Contract Number: CT2500000075

Commencement Date: 11/04/2025

Termination Date: 01/03/2026

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$3,000.00

Funding Source Name(s) Required: CLR Special Revenue Fund

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Real Property Services

Name: Diana Valdez

Telephone: 5207246713

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:

Date:

10-16-2025

Deputy County Administrator Signature:  Date: 10/20/2025
County Administrator Signature:  Date: 10/21/2025

**WATER EASEMENT**

THIS INDENTURE made the 4th day of November, 2025,

between Pima County, a political subdivision of the State of Arizona (COUNTY), the Grantor, and Metropolitan Domestic Water Improvement District (DISTRICT), Grantee.

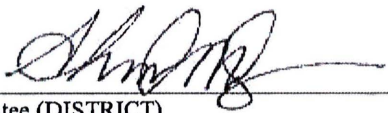
WITNESSETH:

That the Grantor Pima County, a political subdivision of the State of Arizona (COUNTY), for and in the consideration of one (\$ 1.00) Dollar, and other valuable consideration by the DISTRICT, do hereby acknowledge, and hereby convey unto the DISTRICT, its successors and assigns, a perpetual right-of-way, privilege and non-exclusive easement for any water pipe or mains now laid or which hereafter may be laid by the DISTRICT, together with the right to enter into and upon for the purpose of maintaining said pipes and mains, including the right of attaching thereto meters, fire hydrants, valves, regulators, services, and all other items necessary in the construction and maintenance thereof, together with the right to enter into and upon for the purpose of removing the same at the sole discretion of the DISTRICT; said easement being in, on, through, over, across, and under the following described parcel of land situated in the County of Pima, State of Arizona, to-wit:

See Exhibit A for legal description
 See Exhibit B for legal drawing
 See Exhibit C for CLR Conditions
 See Exhibit D for Pima County Addendum

Grantor may use the property for any purpose consistent with the actual use of the easement.

TO HAVE AND TO HOLD the same unto the DISTRICT, and to its successors and assigns forever.



 Grantee (DISTRICT)

 Grantor (Rex Scott, Pima County BOS Chair)

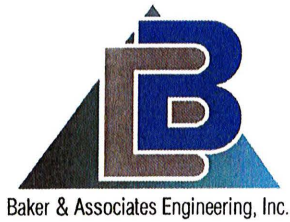
STATE OF ARIZONA)
)
 COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____

My Commission Expires:

 Notary Public



William H. Baker Jr., P.E., R.L.S.
Martin V. Magelli, P.E.
Wade W. Baker, P.E.

3561 E. Sunrise Dr., Suite 225
Tucson, Arizona 85718
520.318.1950 Fax 318.1930

EXHIBIT "A" LEGAL DESCRIPTION
PUBLIC WATER EASEMENT FOR
CAMINO VERDE VILLAGE - OFFSITE WATER EASEMENT
TMR PROPERTY -PIMA COUNTY

A 20 foot wide public water easement described over all of that portion of Tucson Mountain Ranch as shown on recorded Maps and Plats per Book and Page 56/06, located within Section 9, Township 15 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the East 1/4 Corner of Section 9, said point being on the eastern right-of-way line of Wade Road,

THENCE South 89° 51' 49" West, along the mid-section line, a distance of 75.00 feet, said point being on the western right-of-way line of Wade Road to the POINT OF BEGINNING;

THENCE South 89° 51' 49" West, along the mid-section line, a distance of 2165.30 feet;

THENCE South 64° 41' 06" East, along a property line, a distance of 46.54 feet;

THENCE North 89° 51' 49" East a distance of 2123.23 feet;

THENCE North 00° 00' 06" West, along the west right-of-way line of Wade Road, a distance of 20.00 feet, back to the POINT OF BEGINNING.

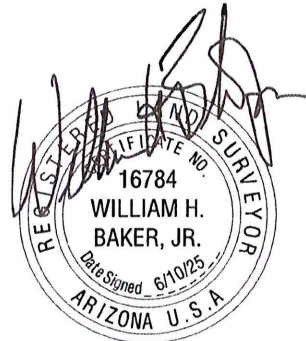
Total Easement Area: 42,885 S.F.

Basis of Bearing:

The basis of bearing for this subdivision is the centerline of Camino Verde as per the plat of record for Camino Verde Estates, book 49, page 62, M&P. Said bearing being N 00° 02' 00" E.

Date: 6/10/25

X:\2084.8\wpdocs\legal-description water - tmr pima county.wpd



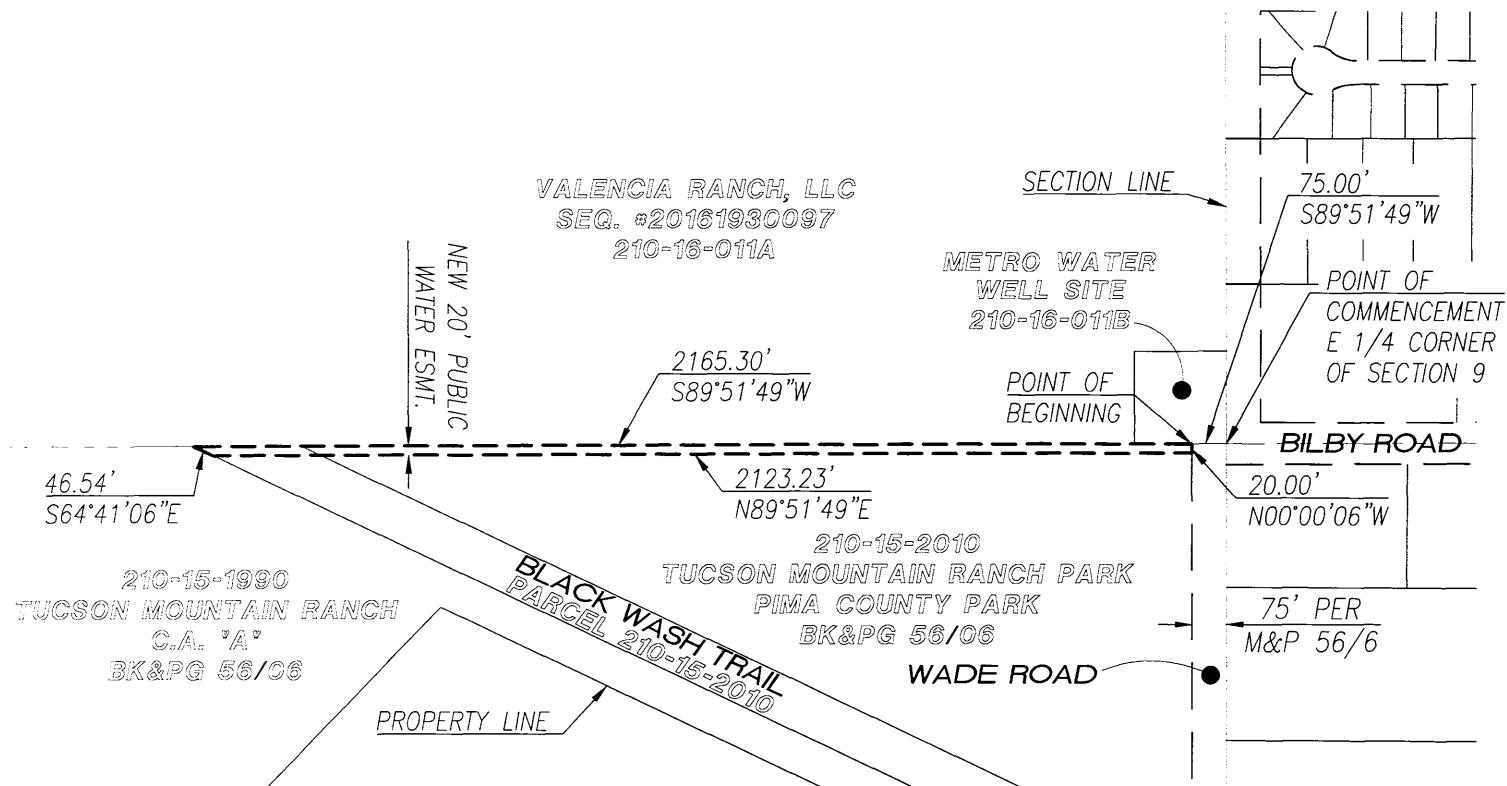
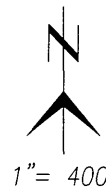


EXHIBIT "B"
PUBLIC WATER EASEMENT
TMR PROPERTY - PIMA COUNTY



Baker & Associates Engineering, Inc.

3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930



JOB #2084.8
DATE: 6/10/25

Exhibit C

Pima County Conservation Lands & Resources Department (CLR) Conditions:

- 1. Implementation of the project must include efforts to reduce and mitigate the impacts of erosion, sediment loss, and incision following any disturbance.**
- 2. All buffelgrass growing in the area of disturbance within the easement needs to be hand pulled, bagged, and properly disposed of, prior to ground disturbance.**
- 3. Washing of heavy equipment (following industry standard) prior to construction is required to prevent spread of invasive plant species.**
- 4. The easement boundaries must be staked to ensure that disturbance is kept within the boundaries of the easement.**
- 5. With the exception of Air Release Valves, all water lines and associated utility equipment is underground.**

Exhibit D

Pima County Addendum to Easement

Attached

Addendum to Easement

Cultural Resources Compliance. Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, its employees, contractors and agents shall comply with all applicable federal, state and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to and during any ground disturbance within the Easement area. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction and when implementing cultural resource compliance activities. Grantee is solely responsible for all costs related to cultural resource compliance activities arising from Grantee's activities within the Easement area.

Indemnity. Grantee shall indemnify, defend and hold Grantor harmless from any and all present or future claims, demands and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee's agents, employees or contractors in connection with Grantee's use of the Easement area.

County Ordinances Compliance. Grantee shall be subject to all County ordinances now in force or hereafter adopted. Grantee shall use and operate its Facilities within the Easement Area in accordance with all regulations applicable to the use of public rights-of-way. Grantee agrees that it will not assert any claim against the County that the provisions of this easement or any applicable County ordinance or regulation in force at the time of execution of this easement are unreasonable, arbitrary or void.

Relocation of Facilities. If subsequent to construction, Grantor, pursuant to Grantor's public use of the Easement Area, would require relocation of the facilities, Grantor may require Grantee to relocate all or any portion of the Facilities on Grantor's Property as is reasonably necessary to accommodate Grantor's actual public use of the Easement Area that is incompatible or inconsistent with this Easement. In such event, Grantor shall give written notice to Grantee of such public use, and Grantee will relocate Facilities as specified in the notice as expeditiously as possible, but no later than 120 days after receipt of the notice. Prior to issuance of such written notice, Grantor shall make all reasonable effort to allow an easement on Grantor's property at no cost to Grantee.

Facility relocation costs shall be at Grantee's sole expense and to the satisfaction of Grantor; provided that there shall be no additional cost to Grantee for the value of the new easement area. Grantee waives any claim to compensation or reimbursement from Grantor for any relocation costs. If Grantee fails to relocate the Facilities as provided herein, Grantee shall be responsible for delay costs as provided in Pima County Ordinance 10.50.060.

Restriction. By accepting the Easement Area, the Grantee, for itself, himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.