



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/20/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Campbell AZ Partners, 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 Campbell AZ Partners, LLC (Cortland Las Casas Apartments) to place a new sign in the Campbell Avenue ROW at 4647 N. Campbell Ave. Campbell AZ Partners will be permitted to use the ROW for a new entry sign as shown on the attached Location Map. Pima County Department of Transportation has approved the encroachment for the placement of sign and the ROW License. (Lic-0369)

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To allow Campbell AZ Partners to place and maintain their new sign located along Campbell Avenue in Pima County right-of-way.

***Public Benefit:**

Public to benefit from new monument sign for an entryway to the new Cortland Las Casas Apartments (Campbell AZ Partners).

***Metrics Available to Measure Performance:**

\$175.00 per year for the term of the License.

***Retroactive:**

No.

Attached; Location Map

To: COB 2-5-24 (2)
Vers: 1
PJS: 8

FE 005240M094090

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): 24*117
 Commencement Date: 2/20/2024 Termination Date: 2/19/2049 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: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature: _____

Date: 2/1/2024

Deputy County Administrator Signature: _____

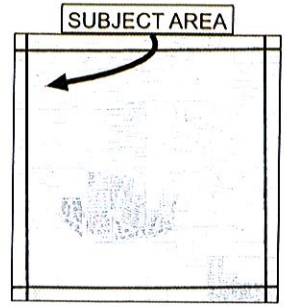
Date: 2/2/2024

County Administrator Signature: _____

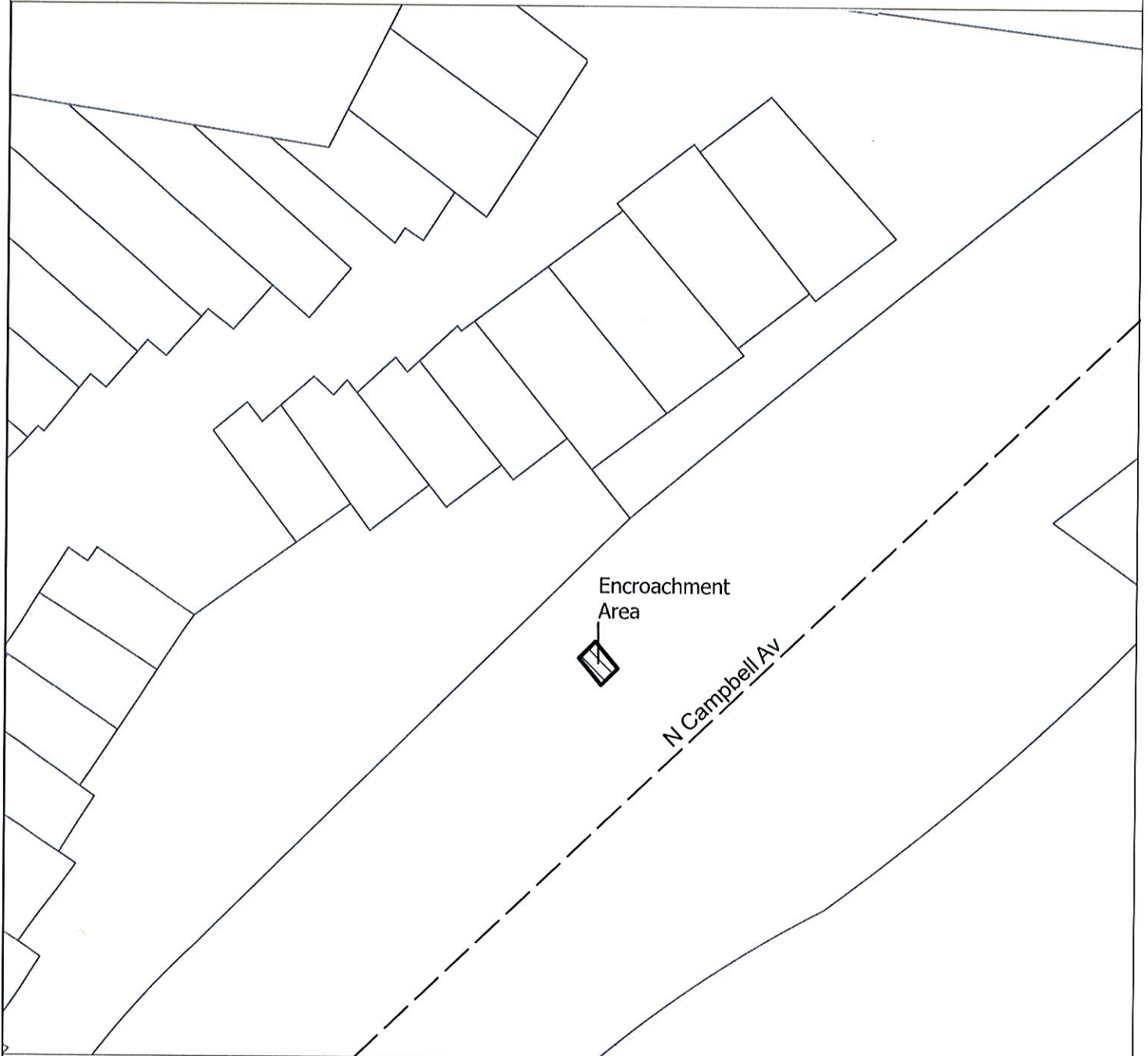
Date: 2/2/2024

LOCATION MAP

SECTION 20
TOWNSHIP 13 SOUTH
RANGE 14 EAST



SECTION 20 G&SRM
PIMA COUNTY, ARIZONA



23163

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

NOT TO SCALE

DRAWN BY: S SEARLES

DATE: DEC 2023

LEGEND

 Encroachment Area

For Recorder's Use Only

ADV Contract Number: CTN-RPS-24*117

**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 Campbell AZ Partners, 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 Campbell Avenue at 4647 N Campbell Avenue for the purpose of the new business identification monument sign (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 \$2,000,000 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 (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: [Signature]

Title: _____

State of ~~Arizona~~ GA)

)

SS

County of ~~Pima~~ Fulton

This instrument was acknowledged before me this 2 day of Jan, 2024, by _____, as _____ of _____.

[Signature]
Notary Public

My Commission Expires:

11/26/27



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

1-12-2024

Date

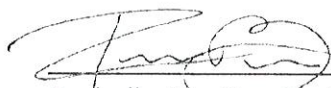


Carmine DeBonis, Jr., Deputy County Administrator,
Public Works

2/2/2024

Date

APPROVED AS TO FORM:



Rachelle Bar, Deputy County Attorney

01/11/2024

Date

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A 10-FOOT BY 15-FOOT AREA LOCATED IN THE PUBLIC RIGHT-OF-WAY OF CAMPBELL AVENUE; SAID AREA BEING ADJACENT TO LOT 33 OF THE AMENDED PLAT OF FOOTHILLS RIDGE, A SUBDIVISION OF PIMA COUNTY, ARIZONA ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 31 OF MAPS, PAGE 71; AND BY DECLARATION OF SCRIVENER'S ERROR RECORDED IN DOCKET 6429, PAGE 347 AND IN BOOK 3 OF SURVEY MAPS, PAGE 58; AND BEING WITHIN SECTION 20, TOWNSHIP 13 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF LOT 33 OF THE AMENDED PLAT OF FOOTHILLS RIDGE; SAID CORNER ALSO BEING IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- (1) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 10.42 FEET, A RADIUS OF 648.14 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 30 MINUTES 07 SECONDS WEST, 10.42 FEET,
- (2) SOUTH 45 DEGREES 02 MINUTES 29 SECONDS WEST, A DISTANCE OF 44.47 FEET;

THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH 39 DEGREES 52 MINUTES 12 SECONDS EAST, A DISTANCE OF 27.48 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45 DEGREES 02 MINUTES 29 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 39 DEGREES 52 MINUTES 12 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 45 DEGREES 02 MINUTES 29 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 39 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 150 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARING OF THIS EXHIBIT IS GRID NORTH BASED ON THE WEST LINE OF LOT 32 PER BOOK 3 OF SURVEY MAPS, PAGE 58, THE BEARING IS DENOTED AS N 00°42'04" W PER GPS COORDINATE OBSERVATIONS ARIZONA STATE PLANE, CENTRAL ZONE NAD83.

LATITUDE = 32°17'36.3466"

LONGITUDE = -110°57'23.6277"

CONVERGENCE ANGLE = -00°30'46.7109"

THE ABOVE-REFERENCED BEARING WAS GENERATED USING THE BELOW CONTROLLING MONUMENTS:

FOUND 1" ALUMINUM CAP "LS 13178"

N:471560.38

E:996411.69

FOUND 1/2" IRON REBAR

N:472103.59

E:996405.05



THIS IS NOT A BOUNDARY SURVEY

3825 NORTH SHILOH DRIVE,
FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506
FAX: 479.582.1883
WWW.BLEWINC.COM

PAGE 1 OF 2

BLEW
& ASSOCIATES, P.A.

Surveying
Engineering
Mapping

DEPICTION OF EXHIBIT "A"



N/F RECHTMAN NIRIT & GOLDMAN IRIT CP/RS
1990 E CAMPBELL TER
TUCSON, AZ 85718-5952
APN: 108-23-1340



POINT OF
COMMENCEMENT
MOST EASTERLY
CORNER OF LOT 33 OF
THE AMENDED PLAT OF
FOOTHILLS RIDGE

LINE	BEARING	DISTANCE
L1	N 45°02'29" E	10.00'(M)
L2	S 39°52'12" E	15.00'(M)
L3	N 45°02'29" E	10.00'(M)
L4	S 39°52'12" E	15.00'(M)

NATURAL GROUND

ASPHALT

1' ACCESS CONTROL EASEMENT
(DOCKET 10531, PAGE 337)

LOT 33 OF THE AMENDED
PLAT OF FOOTHILLS RIDGE
(BOOK 31 OF MAPS, PAGE 71)
TUCSON, ARIZONA 85718
APN: 108-23-1390
30,893 SQ.FT. ±
0.709 ACRES ±

NATURAL
GROUND

ASPHALT

NATURAL GROUND

10'X15'
ENCROACHMENT
AREA
S 39°52'12" E
27.48'(M)

POINT OF
BEGINNING
FUTURE SIGN
LOCATION
(APPROXIMATE)

Legend of Symbols & Abbreviations

N/F NOW OR FORMERLY
(M) MEASURED DIMENSION
R/W' RIGHT-OF-WAY
--- RIGHT-OF-WAY LINE
— SUBJECT PROPERTY LINE
--- EASEMENT LINE



PROJECT NUMBER:
23-6334.01 1" = 20'

THIS IS NOT A
BOUNDARY SURVEY

PAGE 2 OF 2

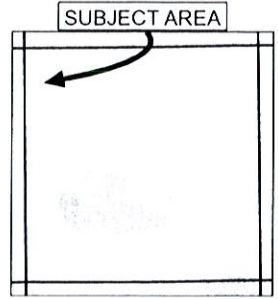
CAMPBELL AVENUE
PUBLIC RIGHT-OF-WAY
(BOOK 31 OF MAPS, PAGE 71)
36' WIDE ASPHALT PAVEMENT

BLEW
& ASSOCIATES, P.A.

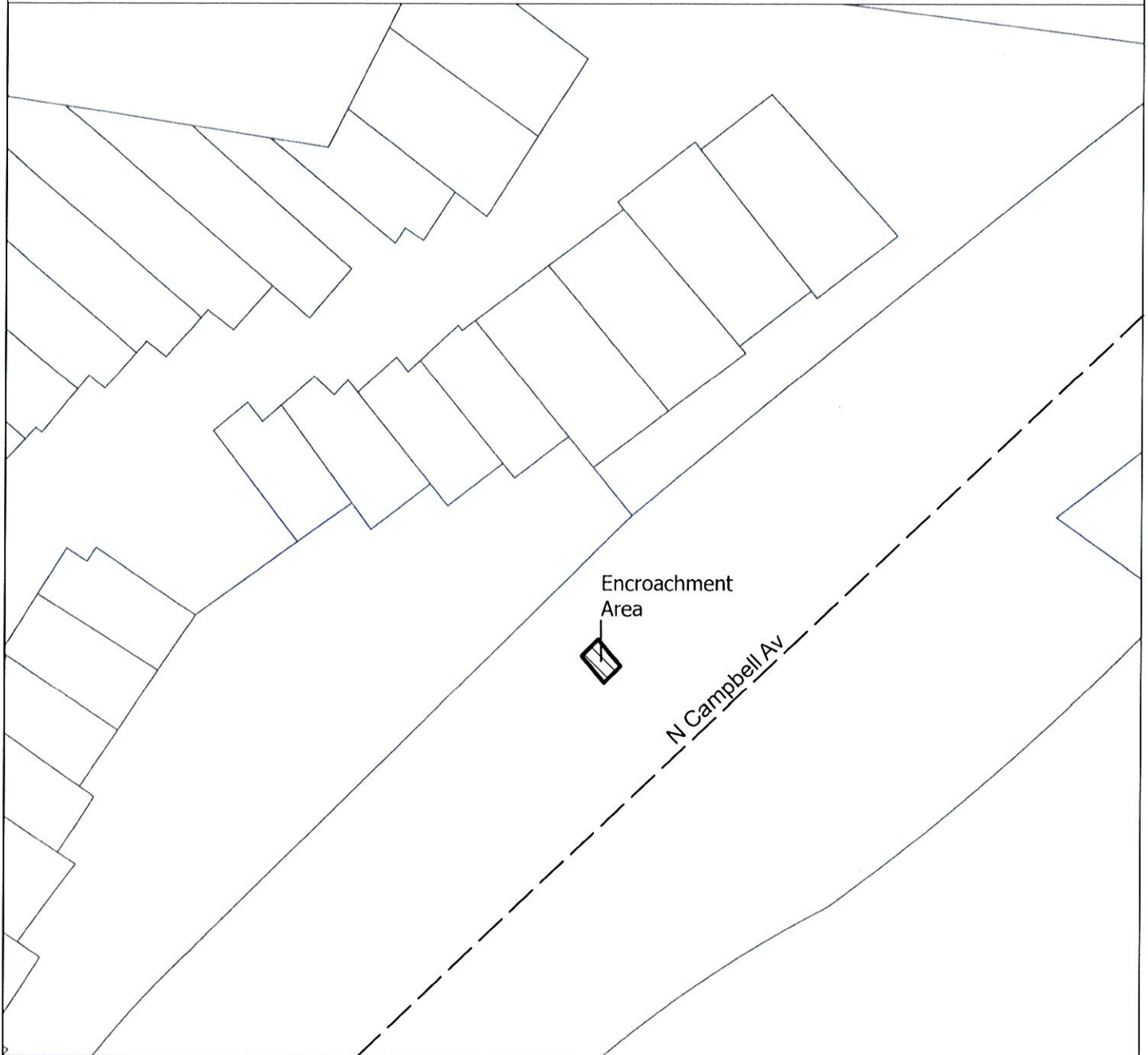
Surveying
Engineering
Mapping

EXHIBIT B

SECTION 20
TOWNSHIP 13 SOUTH
RANGE 14 EAST



SECTION 20 G&SRM
PIMA COUNTY, ARIZONA



23163

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

NOT TO SCALE

DRAWN BY: S SEARLES

DATE: DEC 2023

LEGEND

 Encroachment Area