



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 05/16/23

* = 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:**

This 25 year Right-of-Way ("ROW") License grants permission to Serrano Solar, LLC to encroach on and across portions of County Right-of-Way known as Trico Road and Hardin Road for the purpose of operating and maintaining 34.5 kV Underground Electrical Collection Lines. The depiction of the encroachment area is located on Exhibit B attached. (Lic-0336)

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To allow Serrano Solar to place and maintain their Underground Electrical Collection Lines across Pima County right-of-way.

***Public Benefit:**

Public to benefit from underground kV to connect to Solar Pannels for Energy Collection.

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

Attached; Location Maps

TO: COB 5-3-2023 (2)
Vers.: 1
pgs.: 10

MAY02'23PM0136 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: CTN Department Code: RPS Contract Number (i.e., 15-123): 23*0175
Commencement Date: 5/16/2023 Termination Date: 5/15/2048 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: 4/26/2023

Deputy County Administrator Signature: _____

Date: 4/28/2023

County Administrator Signature: _____

Date: 4/28/2023

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Serrano Solar, LLC
c/o Longroad Development Company, LLC
220 Montgomery Street, Suite 860
San Francisco, CA 94104
Attention: General Counsel

Space above this line reserved for County Recorder's use.

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

ADV Contract Number: CTN-RPS-23*0175

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 grants permission, revocable and terminable as provided herein, to Licensee to encroach on and cross that portion of County's right-of-way described as North Trico Road and West Hardin Road for the purpose of constructing, operating and maintaining 34.5kV Underground Electrical Collection Lines (the "Encroachment"). The right-of-way and the Encroachment are legally described and 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 caused, in whole or in part to Licensee's use of this License, 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 aggregate 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 reasonable discretion. The policy shall be

maintained throughout the term of this License by the Licensee. 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. Within thirty days of notification, Licensee shall either obtain a new liability insurance policy or remove the Encroachment at its expense.

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, 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.
8. Termination/Default. 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.
9. 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.

10. 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.
11. License Runs With the Land. The provisions, conditions, restrictions and covenants of this License are both personal and shall run with Licensee's land described on the attached **Exhibit "B"** and shall be binding on and inure to the benefit of Licensee, its successors, and 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.
12. 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 remove all or part of the Encroachment as required by County at Licensee's sole expense and to the satisfaction of County within 90 days of County's written notice to Licensee. Licensee shall restore the right-of-way to substantially the same condition as existed prior to the termination or revocation, or to a condition mutually agreed upon by the parties. 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 removed by Licensee within the 90 day period, 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 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.
13. Relocation of Encroachment. In the event of termination for any reason other than Licensee's default, and to the extent possible prior to termination by County, County will make commercially reasonable efforts to relocate the Encroachment to another location suitable to Licensee and provide a license agreement for that new location.
14. Governing Law and Venue. This License shall be interpreted, governed by, and construed in accordance with the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this License must be commenced and maintained in the Superior Court of the State of Arizona, Pima County,

15. 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.
16. Counterparts. This License may be executed in any number of counterparts, whether by original, copy, or telecopy signature, each of which, when executed and delivered, will be deemed an original, but all of which together will constitute one binding agreement and instrument.

[Signatures on Following Pages]

LICENSEE:

Serrano Solar, LLC
a Delaware limited liability company

By: [Signature]
Name: Charles Spiliotis
Title: Chief Investment Officer

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

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.

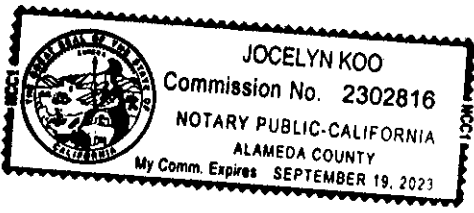
State of California
County of SAN FRANCISCO

On March 20, 2023 before me, JOCELYN KOO,
Notary Public, personally appeared Charles Spiliotis,
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.

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
(Notary Seal)



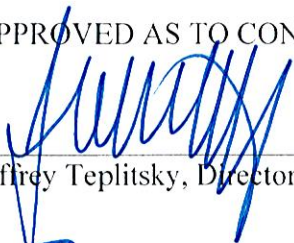
COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors Date

ATTEST:

Melissa Manriquez, Clerk of Board Date

APPROVED AS TO CONTENT:

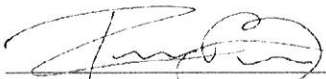


Jeffrey Teplitsky, Director, Real Property Services

 *4/28/2023*

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Rachelle Barr, Deputy County Attorney

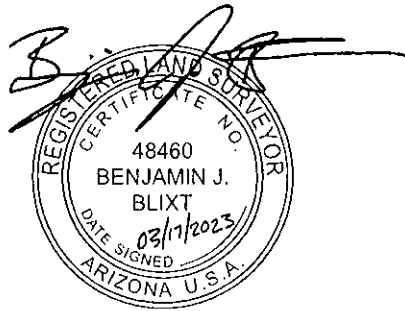
EXHIBIT "A" LEGAL
DESCRIPTION

A STRIP OF LAND BEING 6.00 FEET IN WIDTH, LYING WITHIN TRICO ROAD, PIMA COUNTY ROAD ESTABLISHMENT PROCEEDING NO. 699, RECORDED IN BOOK 5 OF ROAD MAPS AT PAGE 77, AND LYING WITHIN A PORTION OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 10 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 6.00 FEET OF THE WEST 26.00 FEET OF THE SOUTH 116.00 FEET OF SAID SECTION 2;

AND, THE EAST 4.00 FEET OF THE NORTH 6.00 FEET OF THE SOUTH 116.00 FEET THE WEST 30.00 FEET OF SAID SECTION 2.

DESCRIBED EASEMENT AREA CONTAINS 722 SQUARE FEET MORE OR LESS.



SHEET: 1 OF 4
DATE: 3/13/2023

Westwood

Phone: (480) 747-6558 6909 East Greenway Parkway Suite 250
Fax: (480) 367-9025 Scottsdale, AZ 85254
www.westwoodps.com

Westwood Professional Services, Inc.

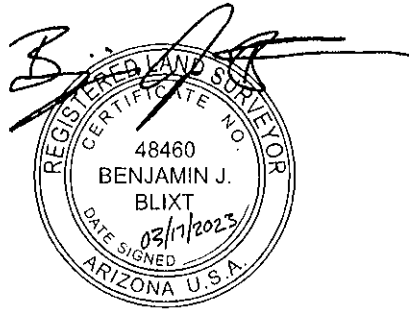
**Serrano
Collection Line**
PIMA COUNTY, ARIZONA

EXHIBIT "A"
LEGAL DESCRIPTION

A STRIP OF LAND BEING 6.00 FEET IN WIDTH, LYING WITHIN TRICO ROAD, PIMA COUNTY ROAD ESTABLISHMENT PROCEEDING NO. 699, RECORDED IN BOOK 5 OF ROAD MAPS AT PAGE 77, AND LYING WITHIN A PORTION OF THE OF THE WEST HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 10 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 6.00 FEET OF THE WEST 26.00 FEET OF SAID WEST HALF OF SECTION 11.

DESCRIBED EASEMENT CONTAINS 31,676 SQUARE FEET MORE OR LESS.



SHEET: 2 OF 4
DATE: 3/13/2023

Westwood

Phone: (480) 747-6558 6903 East Greenway Parkway Suite 250
Fax: (480) 367-8325 Scottsdale, AZ 85254
westwoodps.com

Westwood Professional Services, Inc.

**Serrano
Collection Line**
PIMA COUNTY, ARIZONA

EXHIBIT "A"
LEGAL DESCRIPTION

A STRIP OF LAND BEING 6.00 FEET IN WIDTH, LYING WITHIN TRICO ROAD, PIMA COUNTY ROAD ESTABLISHMENT PROCEEDING NO. 699, RECORDED IN BOOK 5 OF ROAD MAPS AT PAGE 77, AND LYING WITHIN HARDIN ROAD, PIMA COUNTY ROAD ESTABLISHMENT PROCEEDING NO. 581, RECORDED IN BOOK 4 OF ROAD MAPS AT PAGE 75, AND LYING WITHIN A PORTION OF THE SOUTH HALF OF SECTION 11, AND THE NORTH HALF OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 10 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 6.00 FEET OF THE NORTH 10.50 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 14, EXCEPT THE WEST 20.00 FEET THEREOF;

AND, THE EAST 6.00 FEET OF THE WEST 26.00 FEET OF THE NORTH 4.50 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 14;

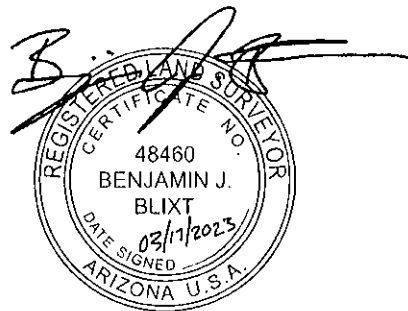
AND, THE SOUTH 6.00 FEET OF THE NORTH 10.50 FEET OF THE WEST 59.50 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 14;

AND, THE EAST 6.00 FEET OF THE WEST 59.50 FEET OF THE NORTH 4.50 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 14;

DESCRIBED EASEMENT LYING WITHIN SECTION 14, CONTAINS 16,164 SQUARE FEET MORE OR LESS.

AND, THE EAST 6.00 FEET OF THE WEST 59.50 FEET OF THE SOUTH 30.00 FEET OF THE SOUTHEAST OF SAID SECTION 11.

DESCRIBED EASEMENT LYING WITHIN SECTION 11, CONTAINS 180 SQUARE FEET MORE OR LESS.



SHEET: 3 OF 4
DATE: 3/13/2023

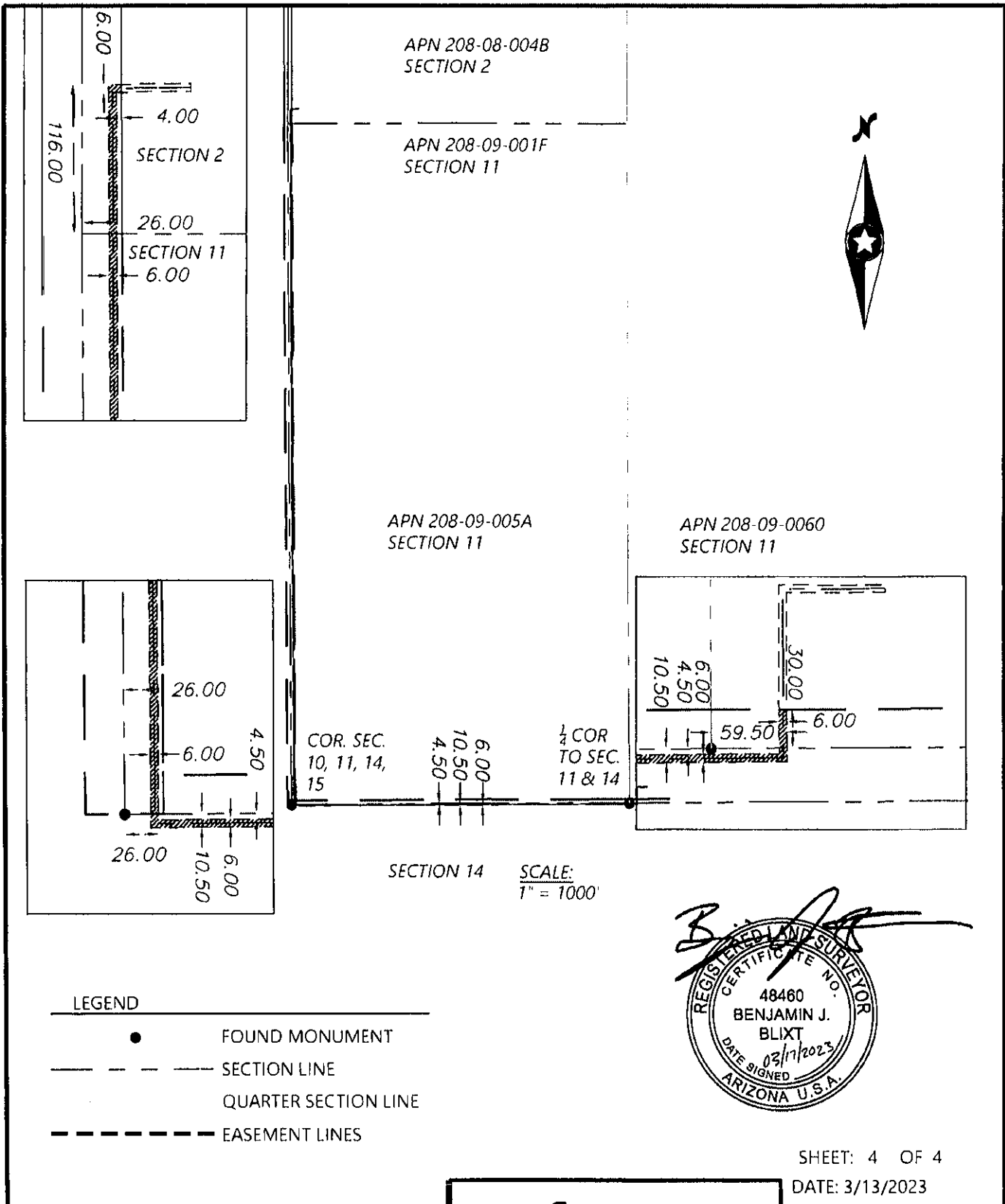
Westwood

Phone (480) 747-6558 6009 East Greenway Parkway, Suite 250
Fax (480) 467-8025 Scottsdale, AZ 85254
westwoodps.com

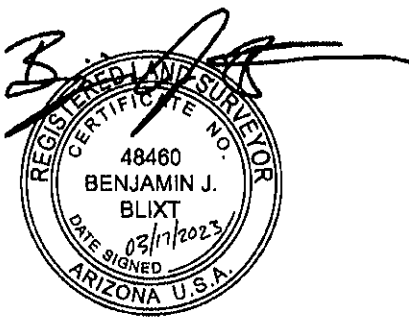
Westwood Professional Services, Inc.

**Serrano
Collection Line**
PIMA COUNTY, ARIZONA

EXHIBIT "B"



SCALE:
1" = 1000'



SHEET: 4 OF 4
 DATE: 3/13/2023

Westwood

Phone (480) 747-6558 6909 East Greenway Parkway, Suite 250
 Fax (480) 307-8023 Scottsdale, AZ 85254
 westwoodps.com
 Westwood Professional Services, Inc

**Serrano
 Collection Line**
 PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT
 "A1, A2, AND A3".
 A PORTION OF SECTIONS
 2, 11, AND 14, T11S, R10E,
 G & S.R.M., PIMA COUNTY,
 ARIZONA