



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 03/07/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Capri Tucson Eddy Hotel, LLC an Arizona limited liability company

***Project Title/Description:**

Pima County License for Right-of-Way Encroachment

***Purpose:**

This 25 year Right-of-Way ("ROW") License grants Capri Tucson Eddy Hotel, LLC ("Eddy Hotel") to place a new sign in the Campbell Avenue ROW. Eddy Hotel will be permitted to use the ROW for a new entry sign as shown on the attached Location Maps. Pima County Department of Transportation has approved the encroachment for the placement of sign and the ROW License. (Lic-0349)

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To allow Eddy Hotel to place and maintain their new sign located along Campbell Avenue on Pima County right-of-way.

***Public Benefit:**

Public to benefit from new monument sign for an entryway to the new Eddy Hotel.

***Metrics Available to Measure Performance:**

\$925.00 per year for the the term of the License.

***Retroactive:**

No.

Attached; Location Maps

To COB: 2/17/23
Vers: 1
Pgs: 9 (2)

FEB17*23PN0200 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*0125
Commencement Date: 3/7/2023 Termination Date: 3/6/2048 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 23,125.00

*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: Dante Olono

Department: Real Property Services

Telephone: 724-6624

Department Director Signature:

Date: 2/16/2023

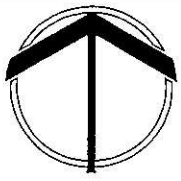
Deputy County Administrator Signature:

Date: 2/17/2023

County Administrator Signature:

Date: 2/17/2023

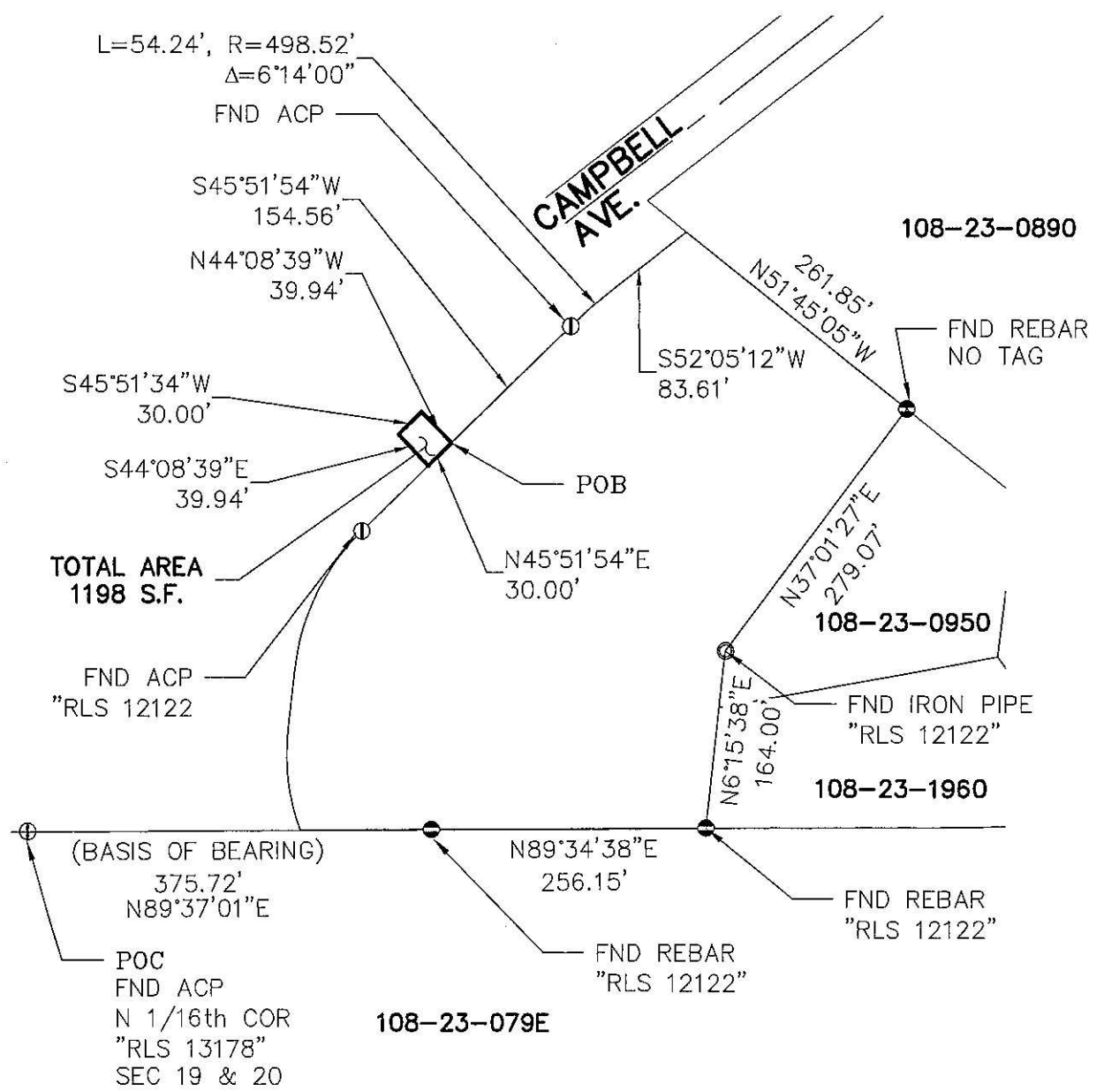
N:\22099 Survey\Eddy Hotel Sign Esmt\500 Engineering, Design & Survey\590-Survey\C3D\19006.03 Eddy Hotel Sign Easement Exhibit.dwg Plotted: Oct 20, 2022 - 4:23pm crichardson



1" = 150'

DEPICTION OF

SEC. 20, T-13-S, R-14-E, G&SRM PIMA COUNTY, ARIZONA

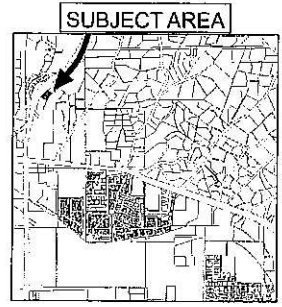


Engineering and Environmental Consultants, Inc.
 555 E. RIVER ROAD, SUITE 301
 TUCSON, ARIZONA 85704 520-321-4625

10/20/22
 EEC No. 22099
 SHT 3 OF 3

Location Map

SECTION 20
TOWNSHIP 13 SOUTH
RANGE 14 EAST



SECTION 20 G&SRM
PIMA COUNTY, ARIZONA

CAMPBELL AV

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

23003

DRAWING NOT TO SCALE

DRAWN BY: S BUTLER

DATE: JAN 2023

LEGEND



PARCEL 108-23-105A



For Recorder's Use Only

ADV Contract Number: CTN-RPS-23*0125

**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 Capri Tucson Eddy Hotel, LLC an Arizona 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 4626 N Campbell Avenue for the purpose of the new Eddy Hotel 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 **\$ 925.00**, 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]

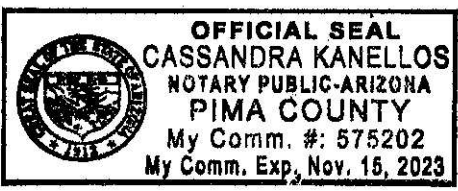
Title: Managing Member

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me this 16 day of January, 2023, by Don O'Connell, as Managing Member of CARRINGTON EDDY HOTEL, LLC.

[Signature]
Notary Public

My Commission Expires:
11/15/2023



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

Chair, Board of Supervisors

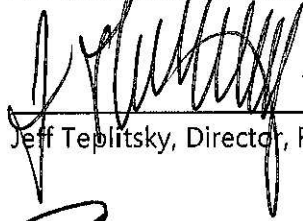
Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:



Jeff Teplitsky, Director, Real Property Services

 2/17/2023

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



02/02/2023

Rachelle Barr, Deputy County Attorney

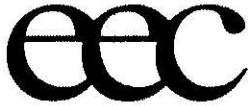


EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER OF SECTION 19 AND SAID SECTION 20 MONUMENTED BY AN ALUMINUM CAPPED PIPE STAMPED "RLS 13178" FROM WHICH A REBAR TAGGED "LS 12122" BEARS NORTH 89 DEGREES 37 MINUTES 01 SECONDS EAST A DISTANCE OF 375.72 FEET (BASIS OF BEARING);

THENCE NORTH 89 DEGREES 34 MINUTES 38 SECONDS EAST A DISTANCE OF 256.15 FEET TO A REBAR TAGGED "LS 12122";

THENCE NORTH 06 DEGREES 15 MINUTES 38 SECONDS EAST A DISTANCE OF 164.00 FEET TO AN IRON PIPE TAGGED "LS 12122";

THENCE NORTH 37 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 279.07 FEET TO A REBAR;

THENCE NORTH 51 DEGREES 45 MINUTES 05 SECONDS WEST A DISTANCE OF 261.85 FEET;

THENCE SOUTH 52 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 83.61 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS BEARS SOUTH 37 DEGREES 54 MINUTES 48 SECONDS EAST A DISTANCE OF 498.52 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 006 DEGREES 14 MINUTES 00 SECONDS A DISTANCE OF 54.24 FEET TO AN ALUMINUM CAPPED PIPE;

THENCE SOUTH 45 DEGREES 51 MINUTES 54 SECONDS WEST A DISTANCE OF 154.56 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 44 DEGREES 08 MINUTES 39 SECONDS WEST A DISTANCE OF 39.94 FEET;

THENCE SOUTH 45 DEGREES 51 MINUTES 34 SECONDS WEST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 44 DEGREES 08 MINUTES 39 SECONDS EAST A DISTANCE OF 39.94 FEET;

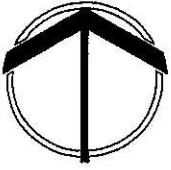
THENCE NORTH 45 DEGREES 51 MINUTES 54 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**;

Prepared by:
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS



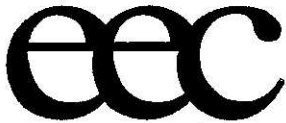
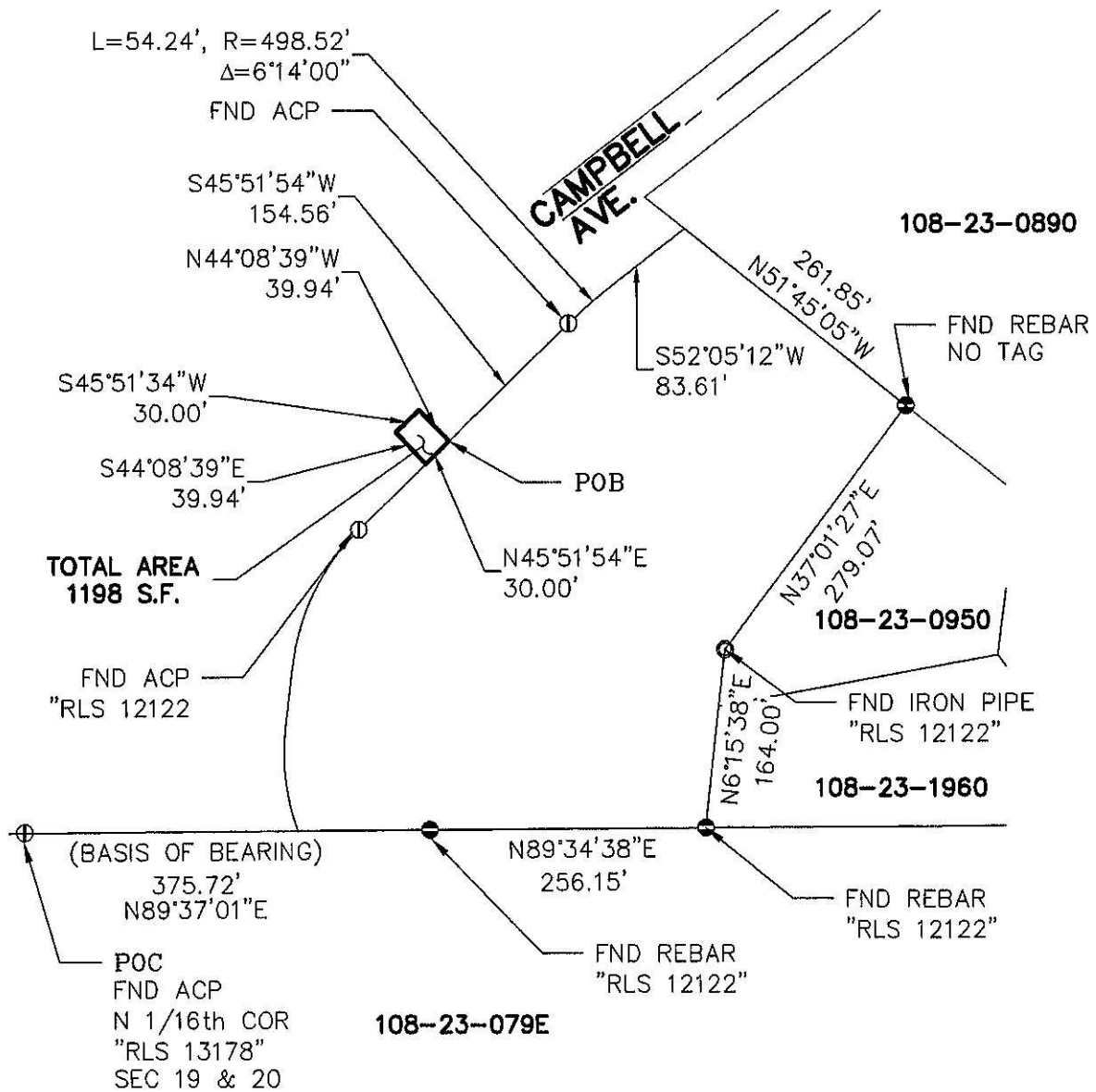
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1" = 150'

DEPICTION OF EXHIBIT "A"

SEC. 20, T-13-S, R-14-E, G&SRM
PIMA COUNTY, ARIZONA

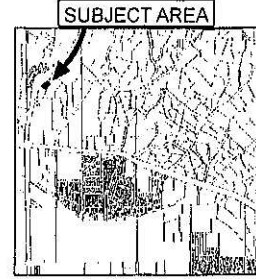


Engineering and Environmental Consultants, Inc.
555 E. RIVER ROAD, SUITE 301
TUCSON, ARIZONA 85704 520-321-4625

10/20/22
EEC No. 22099
SHT 3 OF 3

EXHIBIT B

SECTION 20
TOWNSHIP 13 SOUTH
RANGE 14 EAST



CAMPBELL AV

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

23003

LEGEND

 PARCEL 108-23-105A



DRAWING NOT TO SCALE DRAWN BY: S BUTLER DATE: JAN 2023