



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 03/19/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

Freeport-McMoran Sierrita Inc., 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 Freeport-McMoran Sierrita Inc. to encroach on Pima County right-of-way located at West Duval Mine Road and Mission Road for the purpose of an Overhead Fiber Optic Line Crossing. Pima County Department of Transportation has approved the encroachment for the Overhead Crossing and the ROW License. (Lic-0370)

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To allow Freeport-McMoran Sierrita Inc. to encroach in and cross Pima County right-of-way for an Overhead Fiber Optic Line.

***Public Benefit:**

Public to benefit from fiber optic facilities in the area

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

Attached; Location Map

To: COB 2-29-24 (2)
vers 1
pay 10

FEB 29 24 AM 08:52 PM

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*137
Commencement Date: 3/19/2024 Termination Date: 3/18/2049 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

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: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature:

Date: 2/27/2024

Deputy County Administrator Signature:

Date: 2/28/2024

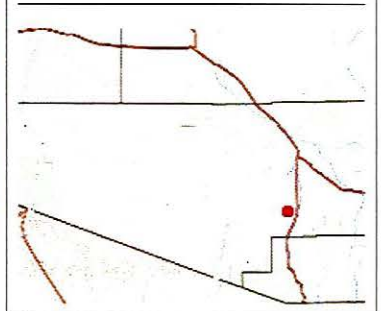
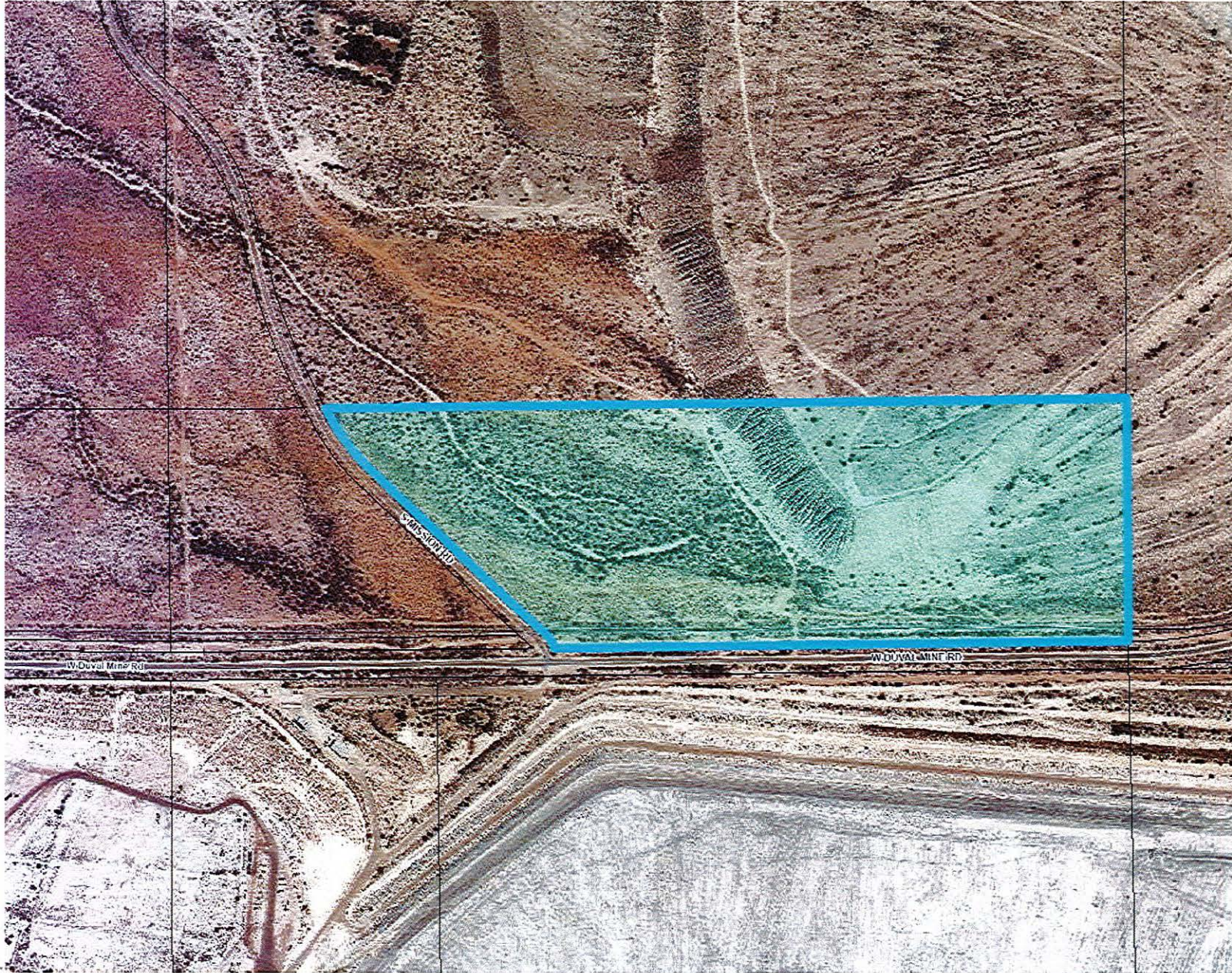
County Administrator Signature:

Date: 2/28/24

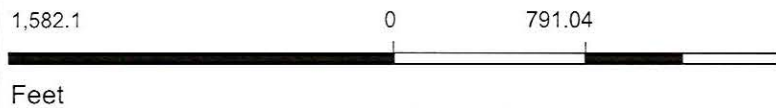
LOCATION MAP: Freeport-McMoran

Legend

Parcels



License-0370



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

2/26/2024

For Recorder's Use Only

ADV Contract Number: CTN-RPS-24*137

**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 Freeport-McMoran Sierrita Inc., a Delaware corporation, ("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 West Duval Mine Road and Mission Road for the purpose of an Overhead Fiber Optic Line Crossing (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 \$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. Licensee is subject to the Arizona Department of Transportation's "Guide for Accommodating Utilities on Highway Right-of-Way". The guide can be found in the following link: https://azdot.gov/sites/default/files/2019/05/urr-accommodationg-guideline_august-2015.pdf
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:

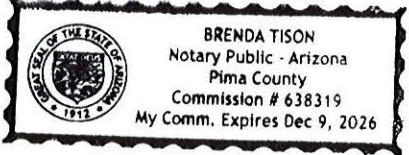
Freeport-McMoran Sierrita, Inc., a Delaware corporation

By: David Rhoades

Title: President and General Manager

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me this 8 day of Feb, 2024, by David Rhoades as President and General Manager of Freeport-McMoran Sierrita, Inc., a Delaware corporation.



B. Tison
Notary Public

My Commission Expires:
12/9/2026

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

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 02/23/2024

Rachelle Barr, Deputy County Attorney

EXHIBIT A
LEGAL DESCRIPTION

A strip of land being a portion of the right-of-way of the Duval Mine Road as shown in Book 8 of Road Maps at Page 6, Records of Pima County, Arizona, located within Section 7, Township 18 South, Range 13 East, and Section 12, Township 18 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, said strip of land being 10 feet in width, with 5 feet lying upon each side of following described centerline:

COMMENCING at the southwest corner of said Section 7, said point being a 3-inch aluminum cap on a rebar stamped "RLS 25086", from which the southeast corner of said section, said point being a 2-inch lead cap on a rebar stamped "2306", bears South 89 degrees 55 minutes 17 seconds East, a distance of 5230.91 feet, said point lying upon the South right-of-way line of said Duval Mine Road;

THENCE upon said South right-of-way line, South 89 degrees 55 minutes 17 seconds East, a distance of 209.46 feet to the POINT OF BEGINNING;

THENCE North 58 degrees 01 minutes 15 seconds West, a distance of 250.23 feet to the section line common to said Sections 7 and 12, from which the southwest corner of said Section 7 bears South 01 degrees 12 minutes 04 seconds East, a distance of 132.20 feet;

THENCE North 58 degrees 01 minutes 15 seconds West, a distance of 35.03 feet to the POINT OF TERMINUS, said point lying upon the north right of way line of said Duval Mine Road.

The sidelines of said strip of land shall begin and end on the right-of-way lines described herein.

Said strip of land contains 2853 sq. ft. or 0.0655 acres of land, more or less.

See attached depiction of said legal description and made a part hereof.

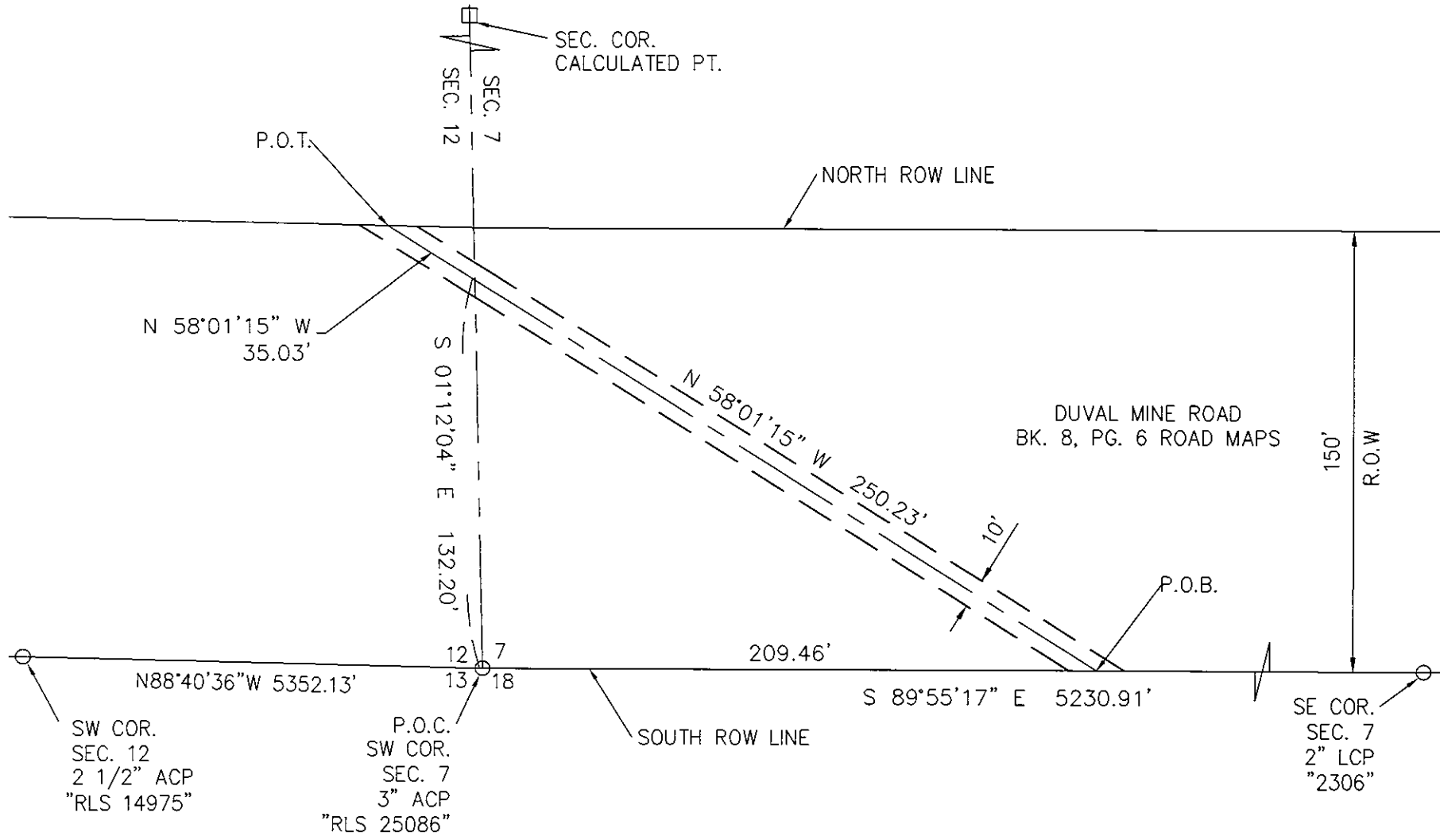
Prepared by:
Psomas

Project No.7FRE220101
January 15, 2024

Patrick McGarrity, AZ. R.L.S. 49459



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DEPICTION OF EXHIBIT "A"

A PORTION OF DUVAL MINE ROAD, BOOK 8, PAGE 6, ROAD MAPS
LOCATED IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 13 EAST
AND SECTION 12, TOWNSHIP 18 SOUTH, RANGE 12 EAST
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

7FRE220101

DATE: JAN. 15, 2024 • DRAWN BY: PM

PAGE 3 OF 3

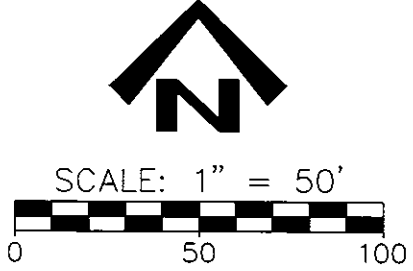


EXHIBIT B
LEGAL DESCRIPTION

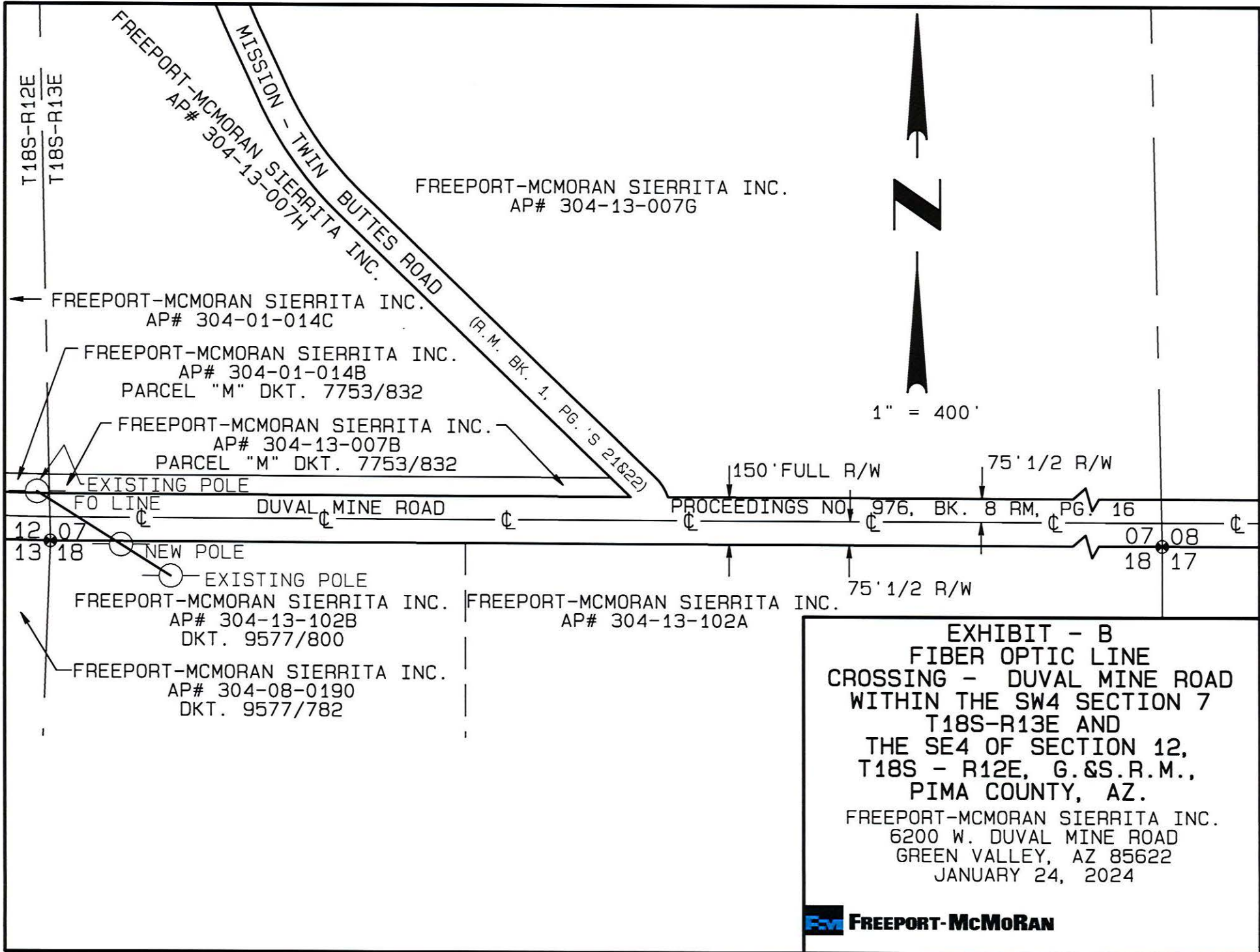
ALL THOSE CERTAIN PARCELS OF LAND WITHIN SECTIONS 12 AND 13, T18S-R12E AND SECTIONS 7 AND 18, T18S-R13E, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA DESCRIBED AS PARCEL "M" (SECTIONS 12 AND 7), AS RECITED IN DOCKET 7753, PAGE 832 AND ALL THAT PORTION OF LAND IN SAID SECTION 13, DESCRIBED IN DOCKET 9577, PAGE 782 AND ALL THAT PORTION OF LAND IN SAID SECTION 18, DESCRIBED IN DOCKET 9577, PAGE 800, SAID INSTRUMENTS RECORDED IN THE OFFICE OF THE RECOEDER, PIMA COUNTY, ARIZONA.

Prepared by:
Psomas

Project No.7FRE220101
January 15, 2024

Patrick McGarrity, AZ. R.L.S. 49459





T18S-R12E
T18S-R13E

MISSION - TWIN BUTTES ROAD
FREEPORT-MCMORAN SIERRITA INC.
AP# 304-13-007H

FREEPORT-MCMORAN SIERRITA INC.
AP# 304-13-007G



1" = 400'

FREEPORT-MCMORAN SIERRITA INC.
AP# 304-01-014C

FREEPORT-MCMORAN SIERRITA INC.
AP# 304-01-014B
PARCEL "M" DKT. 7753/832

FREEPORT-MCMORAN SIERRITA INC.
AP# 304-13-007B
PARCEL "M" DKT. 7753/832

(R.M. BK. 1, PG. 'S 21&22)

150' FULL R/W

75' 1/2 R/W

PROCEEDINGS NO. 976, BK. 8 RM, PG. 16

EXISTING POLE
FO LINE
DUVAL MINE ROAD

12 07

07 08

13 18

18 17

NEW POLE

EXISTING POLE

FREEPORT-MCMORAN SIERRITA INC.
AP# 304-13-102B
DKT. 9577/800

FREEPORT-MCMORAN SIERRITA INC.
AP# 304-13-102A

75' 1/2 R/W

FREEPORT-MCMORAN SIERRITA INC.
AP# 304-08-0190
DKT. 9577/782

EXHIBIT - B
FIBER OPTIC LINE
CROSSING - DUVAL MINE ROAD
WITHIN THE SW4 SECTION 7
T18S-R13E AND
THE SE4 OF SECTION 12,
T18S - R12E, G.&S.R.M.,
PIMA COUNTY, AZ.
FREEPORT-MCMORAN SIERRITA INC.
6200 W. DUVAL MINE ROAD
GREEN VALLEY, AZ 85622
JANUARY 24, 2024

