



Contract Number: CTN-PW-14 X 183  
Effective Date : 6-17-14  
Term Date : 6-17-39  
Cost : \_\_\_\_\_  
Revenue : \$8,750.-  
Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
Renewal By : \_\_\_\_\_ ACTION 3-1-39  
Term : \_\_\_\_\_  
Reviewed by: JR 6-17-39

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: June 17, 2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Ventana Canyon Alliance, LLC has applied to renew their license for the purpose of two golf cart crossings in the right-of-way of Kolb Road.

**STAFF RECOMMENDATION(S):**

The Department of Transportation recommends that the Pima County Board of Supervisors approve and the Chair execute the License.

Ver. 1  
Vendor 1  
Agr. 9  
To: COB - 6-4-14  
Agenda 6-17-14  
(3)

**PIMA COUNTY COST: \$ -0- and/or REVENUE TO PIMA COUNTY: \$ 8,750.00**

**FUNDING SOURCE(S):** \_\_\_\_\_ **N/A**  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

**YES**       **NO**

**Board of Supervisors District:**

1       2       3       4       5       All

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**IMPACT:**

**IF APPROVED:**

Ventana Canyon Alliance, LLC will be authorized to continue to use golf cart crossings in the right-of-way of Kolb Road.

**IF DENIED:**

Ventana Canyon Alliance, LLC will not be authorized to continue to use golf cart crossings in the right-of-way of Kolb Road.

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**DEPARTMENT NAME:** Public Works Real Property   
**CONTACT PERSON:** Debbie Knutson      **TELEPHONE NO.:** 724-6854



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. Licensee shall obtain a \$1,000,000 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 \$350.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License. If the annual fee is not paid when due, Licensee shall pay a late fee of \$25.00 per month for each month until paid in full.
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.
6. Compliance With Highway Safety. 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. 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 is required to maintain a membership with Arizona Blue Stake, Inc., or its successors or

assigns, throughout the term of this License.

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, Ventana Canyon Alliance, LLC

By: George White

Title: CEO/GM

State of Arizona )  
                                  )  
County of Pima    )        SS

This instrument was acknowledged before me this 4<sup>th</sup> day of February 2014, by George White as CEO/GM of Ventana Canyon Alliance, LLC.



ANDREA KAPLAN  
Notary Public—Arizona  
Pima County  
Expires 01/31/2015

Andrea Kaplan  
Notary Public

My Commission Expires:

1/31/2015

IN WITNESS WHEREOF, the parties hereto have executed this License.

PIMA COUNTY, ARIZONA

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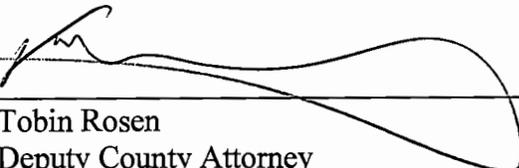
Chairman, Pima County Board of Supervisors

ATTEST:

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Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:



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Tobin Rosen  
Deputy County Attorney

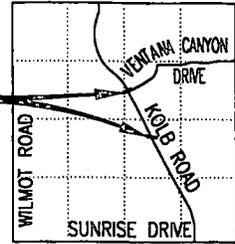
SECTION 7

EXHIBIT A

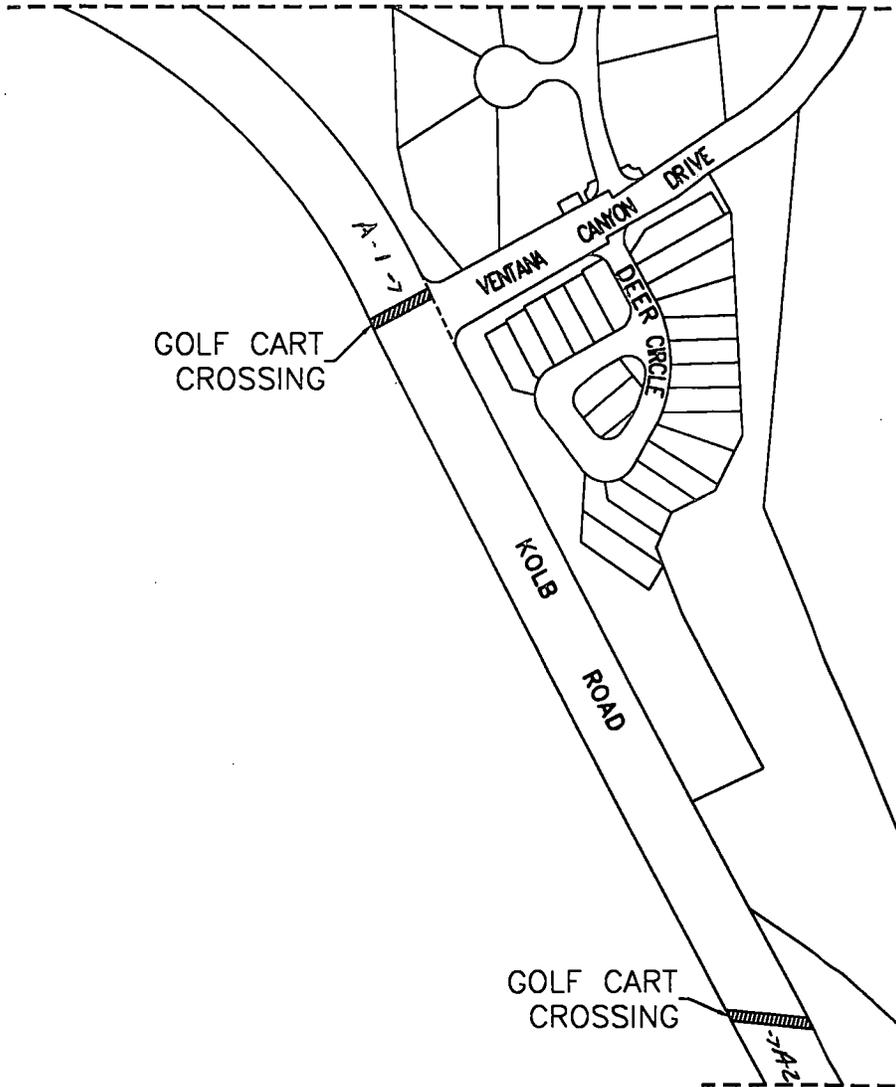
TOWNSHIP 13 SOUTH

RANGE 15 EAST

SUBJECT AREA



SECTION 7  
G&SRB&M  
PIMA COUNTY, ARIZONA



GOLF CART CROSSING



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
TECHNICAL SERVICES DIVISION

DRAWING NOT TO SCALE

DRAWN BY: R.C. BILLINGS

DATE: 10/3/00

EXHIBIT A-1

GOLF CART CROSSING  
OPW Project No. 94161-102

A 15.00 foot crossing over a portion of the Northeast quarter of Section 7, Township 13 South, Range 15 East, G&SRB&M, Pima County, Arizona, the centerline of which is more particularly described as follows:

**COMMENCING** at the centerline intersection of Kolb Road and East Ventana Canyon Drive as shown on the plat of Ventana Canyon Estates, Lots 1 through 63, Blocks 1 and 2 and Common Area "A", a subdivision of Record in the office of the Recorder, Pima County, Arizona, in Book 37 of Maps and Plats at page 79 thereof;

Thence South 62° 24' 07" West, 57.00 feet to the West right-of-way line of Kolb Road;

Thence North 27° 35' 53" West, along said right-of-way line, 27.50 feet to the **TRUE POINT OF BEGINNING**;

Thence North 62° 24' 07" East, 102.00 feet to the **POINT OF TERMINUS**.

REL:lb  
May 31, 1995  
94161\golfcart.lgl



EXHIBIT A-2

GOLF TUNNEL CROSSING  
OPW Project No. 94161-102

A 15.00 foot crossing over a portion of the Southeast quarter of Section 7, Township 13 South, Range 15 East, G&SRBM, Pima County, Arizona, the centerline of which is more particularly described as follows:

**COMMENCING** at the centerline intersection of Kolb Road and East Ventana Canyon Drive as shown on the plat of Ventana Canyon Estates, Lots 1 through 63, Blocks 1 and 2 and Common Area "A", a subdivision of record in the office of the Recorder, Pima county, Arizona in Book 37 of Maps and Plats at page 79 thereof;

Thence South  $27^{\circ} 35' 53''$  East, along the centerline of Kolb Road, 1,088.02 feet;

Thence South  $62^{\circ} 24' 07''$  West, 57.00 feet to the West right-of-way line of Kolb Road, said point being the **TRUE POINT OF BEGINNING**;

Thence South  $84^{\circ} 11' 14''$  East, 122.19 feet to the **POINT OF TERMINUS** on the East right-of-way line of Kolb Road.

The sidelines of said easement to be lengthened or shortened to end at the East and West rights-of-way of Kolb Road.

REL:lb  
May 31, 1995  
94161\tunnel.lgl



EXHIBIT B

Legal description for land adjoining requested Right-of-Way Encroachment License as shown in Exhibit A-1:

East side property: Parcel 15 as recorded in Docket 10000, Page 1073 (shown on page 1106)  
West side property: Parcel 10 as recorded in Docket 10000, Page 1073 (shown on page 1096)

Legal description for land adjoining requested Right-of-way Encroachment License as shown in Exhibit A-2:

East Side property: Parcel 22 as recorded in Docket 10000, Page 1073 (shown on page 1120)  
West side property: Parcel 21 as recorded in Docket 10000, Page 1073 (shown on page 1118)