



BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: August 6, 2013 Addendum

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

1. Easement for Ingress and Egress to East Tanque Verde Storage L.L.C., a Texas limited liability company

This Easement for ingress and egress contains revised terms and conditions that will supersede and replace those terms, conditions and reservations as set forth in that certain Easement previously recorded on April 12, 1984 in Docket 7260 at Page 1043. The previously recorded Easement contained a 60 day notice, right of revocation and required the property owner benefited by the easement to obtain written approval from the County to sell their property. These conditions were required at the time to facilitate the future construction of an adjacent County linear park. The park has since been constructed and these terms and conditions are no longer needed by Pima County. This Easement will remove these two conditions.

The Easement is located adjacent to the Pantano Wash Southeast of the intersection of Kolb Road & Tanque Verde Road in Section 06, Township 14 South, Range 15 East.

This request has been reviewed and approved by appropriate County Staff.

STAFF RECOMMENDATION(S):

It is recommended that the Board of Supervisors approve and authorize the Chairman to execute the Easement to East Tanque Verde Storage L.L.C., a Texas limited liability company

PIMA COUNTY COST: \$00.00 and/or **REVENUE TO PIMA COUNTY:** \$00.00

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 ☐

IMPACT:

IF APPROVED:

East Tanque Verde Storage L.L.C., a Texas limited liability company, will no longer be required to seek written County approval to sell their property and will have a more permanent form of ingress/egress easement which will allow them to obtain insured financing and make their property more marketable..

IF DENIED:

East Tanque Verde Storage L.L.C., a Texas limited liability company, will be required to seek written County approval to sell their property and the existing ingress/egress easement that provides access to their property will remain revocable. The revocable easement condition makes their property virtually unmarketable and improbable that they could ever obtain insured financing. An alternative and permanent form of ingress/egress would need to be obtained.

DEPARTMENT NAME: Public Works, Real Property Services

CONTACT PERSON: Marty Sickford **TELEPHONE NO.:** 740-6379

EASEMENT FOR INGRESS AND EGRESS

This Easement is made and entered into by and between PIMA COUNTY, a body politic and corporate, ("Grantor") and East Tanque Verde Storage L.L.C., a Texas limited liability company, ("Grantee").

Whereas, Grantor owns that certain real property legally described in Exhibit A and depicted in Exhibit B; and

Whereas, Grantee requires the use of a portion of Grantor's real property for ingress and egress to Grantee's real property legally described in Exhibit C and depicted in Exhibit D.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including the faithful performance by Grantee of the terms and conditions of this Easement, Grantor hereby grants to Grantee an easement in, over and upon the real property legally described in Exhibit A and depicted in Exhibit B for reasonably necessary ingress and egress to and from Grantee's real property legally described in Exhibit C and depicted in Exhibit D.

This Easement is subject to the following terms and conditions:

1. This Easement is non-exclusive. Nothing in this Easement prevents Grantor from accessing the Easement area or Grantor's adjacent property for construction, operation, maintenance or use of linear park improvements or bank protection. Grantor reserves for itself and for the general public the right of continual access over and across the Easement area.
2. Grantor makes no warranty or guarantee of title, express or implied, to any real property.
3. Nothing herein grants fee title or any interest other than an easement for ingress and egress in and to Grantor's real property.
4. Grantee assumes full responsibility and liability for any injury or damage to Grantor's real property or to any person using Grantor's real property in a lawful manner caused by or arising out of the use of any rights granted by this Easement.
5. Grantee indemnifies, defends, and holds harmless Grantor, its officers, departments, employees and agents from and against all claims, demands, suits, actions, legal or administrative proceedings or damage awards of any kind or nature arising or alleged to have arisen out of this Easement which are attributed, in whole or in part, to any act or omission, whether intentional or negligent, of Grantee, its agents, employees, licensees, invitees or anyone acting under Grantee's direction or control or on Grantee's behalf, or any act or omission of Grantor, its

officers, departments, employees or agents, whether intentional or negligent, in connection with or incident to this Easement. Grantee's indemnity is specifically intended to apply to Grantor's own negligence.

6. Nothing contained in this Easement will prevent Grantor from using Grantor's real property for access, construction or maintenance of bank protection or any other lawful purpose, or from granting other easements for utilities or sewers consistent with the terms of this Easement.
7. Grantee will maintain public liability insurance naming Grantor as an additional insured in an amount reasonably necessary to compensate Grantor for Grantee's indemnity obligations pursuant to sections 4 and 5 above, but in no event less than One Million Dollars (\$1,000,000.00).
8. The terms and conditions of this Easement are not personal, but run with the land and are binding upon the heirs, successors and assigns of the parties. This Easement will be recorded in the Office of the Pima County Recorder.
9. That certain Easement recorded in the Office of the Pima County Recorder at docket 7260, pages 1043-1045 is revoked and superseded by this Easement and is of no further force or effect.

In witness whereof, the parties have executed this Easement as of the dates indicated below.

GRANTOR: PIMA COUNTY

Ramon Valadez
Chairman, Pima County Board of Supervisors

Date

ATTEST:

Robin Brigode
Clerk of the Board

APPROVED AS TO FORM



Tobin Rosen
Deputy Pima County Attorney

GRANTEE:

EAST TANQUE VERDE STORAGE, LLC 7/31/2013

By: Ronald R. Pina
MANAGING MEMBER

Date

STATE OF ARIZONA)

) ss.

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013
by Ramon Valadez, Chairman of the Pima County Board of Supervisors, on behalf of Pima County,
Arizona, Grantor.

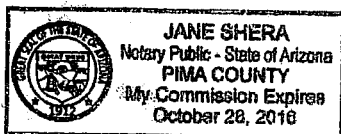
Notary Public

STATE OF ARIZONA)

) ss.

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 31 day of July, 2013
by Ronald R. Pina as MANAGING MEMBER of East Tanque Verde Storage L.L.C., a Texas limited
liability company, on behalf of the Grantee.



Jane Shera
Notary Public

EXHIBIT "A"



HAWKEYE

LAND SURVEYING Co.

ALAN W. STEPHENS, RLS

DEBORAH J. STEPHENS, MGR.

REVISED DESCRIPTION EASEMENT FROM PIMA COUNTY

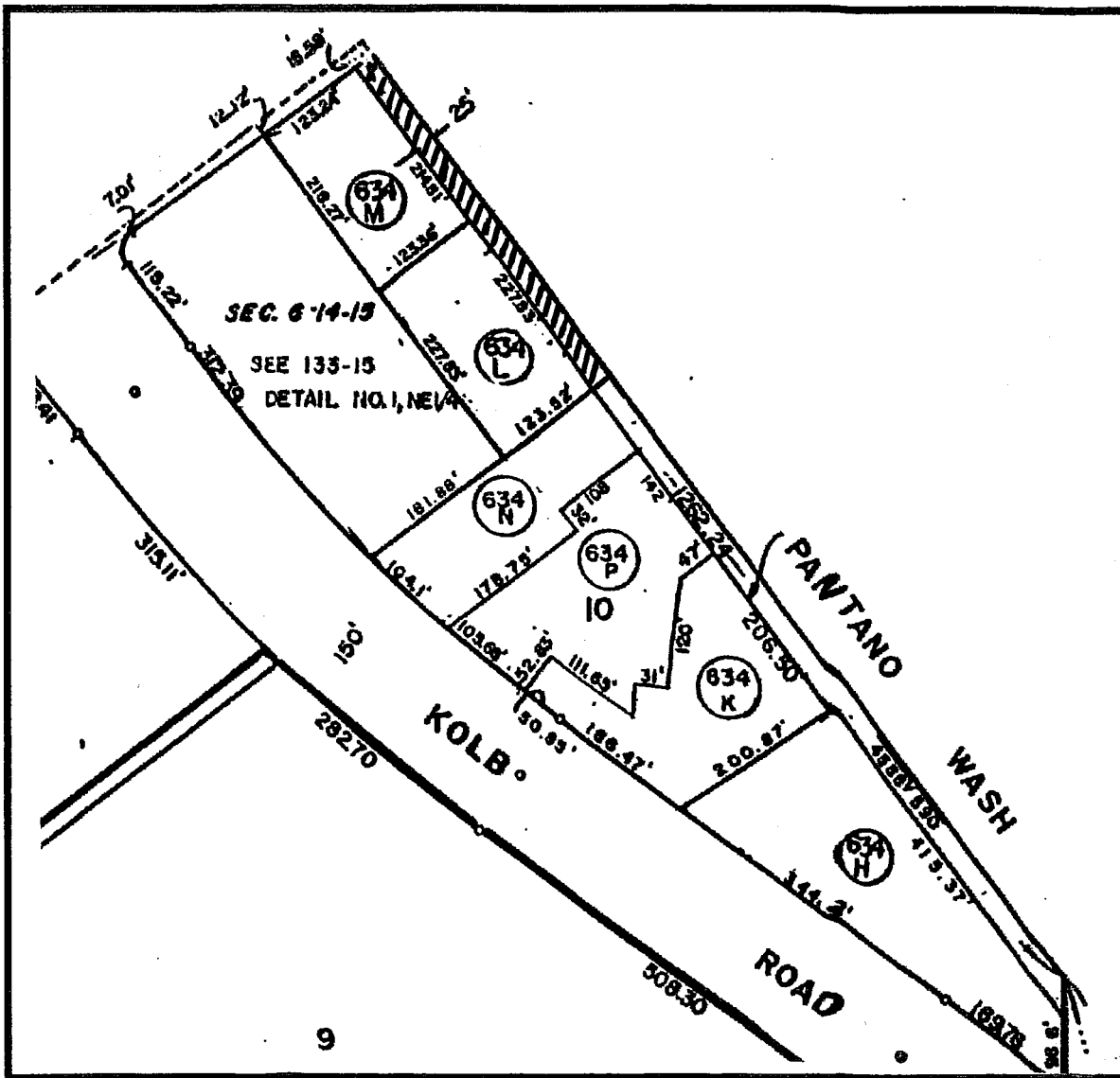
All that portion of Lot 10 MONTE CATALINA ESTATES, Lots 1 through 10, a subdivision on record in the Office of the County Recorder of Pima County, Arizona, in Book 22 of Maps and Plats at Page 21 thereof, more particularly described as follows:

Beginning at the northeasterly corner of said Lot 10; thence S 52°50' 49" W along the platted southeasterly right-of-way of Tanque Verde Road a distance of 25.00 feet; thence S 36°13' 18" E, a distance of 15.58 feet to the True Point of Beginning; thence continuing S 36°13' 18" E parallel with and 25.00 feet southwesterly from the northeasterly line of Lot 10 a distance of 442.64 feet more or less; thence N 52°50' 49" E, a distance of 25.00 feet to the northeasterly line of said Lot 10; thence along said northeasterly line of Lot 10 N 36°13' 18" W, a distance of 441.94 feet; thence S 54° 27' 28" W, a distance of 25.00 feet to the True Point of Beginning.

MAP EXHIBIT "B"

SECTION 06
TOWNSHIP 14 SOUTH
RANGE 15 EAST

GRANTOR PROPERTY



Pima County Public Works Administration
Real Property Services

DRAWING NOT TO SCALE

DATE: July 31, 2013

EXHIBIT "C"

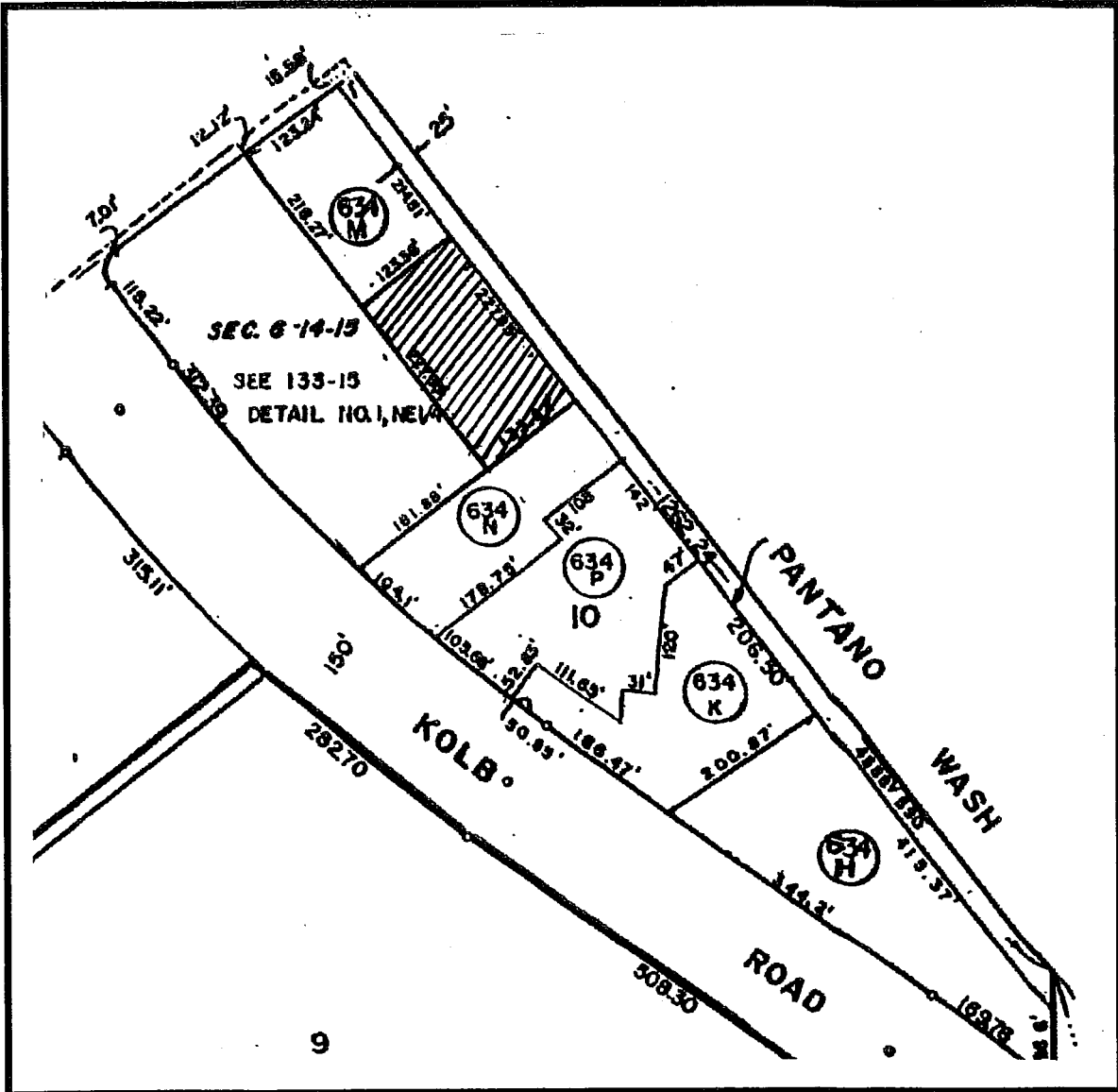
That portion of Lot 10 of MONTE CATALINA ESTATES, Pima County, Arizona, as shown by map on file in Book 22 of Maps and Plats at page 21, Pima County Records, described as follows:

COMMENCING at the Northeast corner of Lot 10 of said MONTE CATALINA ESTATES; THENCE South 52 degrees 50 minutes 49 seconds West, along the platted Southeasterly right of way line of Tanque Verde Road, a distance of 25.00 feet; THENCE South 36 degrees 13 minutes 18 seconds East, a distance of 230.39 feet to the TRUE POINT OF BEGINNING; THENCE continuing South 36 degrees 13 minutes 18 seconds East, parallel with and 25 feet Southwesterly from the Northeasterly line of Lot 10, a distance of 227.83 feet; THENCE South 52 degrees 50 minutes 49 seconds West, a distance of 123.48 feet; THENCE North 36 degrees 11 minutes 11 seconds West, along the lot line common to Lot 10 and the excluded parcel, a distance of 227.83 feet; THENCE North 52 degrees 50 minutes 49 seconds East, a distance of 123.36 feet to the TRUE POINT OF BEGINNING.

MAP EXHIBIT "D"

SECTION 06
TOWNSHIP 14 SOUTH
RANGE 15 EAST

GRANTEE PROPERTY



Pima County Public Works Administration
Real Property Services

DRAWING NOT TO SCALE

DATE: July 31, 2013