



## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: August 19, 2013

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

1. Drainage Easement to Rillito Business Park Condominium Association, Inc., an Arizona non-profit corporation.

This Drainage Easement is for an underground drainage pipe across Pima County property that will serve the adjacent Rillito Business Park Condominium Association property, parcel 108-19-3180. This Drainage Easement supersedes and replaces in its entirety, that certain Drainage Easement previously granted by the Board on the March 19, 2013 Agenda to SOK Investment Holdings LLC, an Arizona limited liability Company. The Easement is located adjacent to the Rillito River, east of First Avenue in Section 19, Township 13 South, Range 14 East. The easement is an off-site improvement that is needed to facilitate the development of the adjacent private property.

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

Revenue: \$54.00

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### ***STAFF RECOMMENDATION(S):***

It is recommended that the Board of Supervisors approve and authorize the Chairman to execute the Drainage Easement to Rillito Business Park Condominium Association, Inc., an Arizona non-profit corporation.

PIMA COUNTY COST: \$00.00 and/or REVENUE TO PIMA COUNTY: \$54.00

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

Advertised Public Hearing:

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YES

☐

NO

Board of Supervisors District:

1 ☐

2 ☐

3 ☒

4 ☐

5 ☐

All ☐

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**IMPACT:**

**IF APPROVED:**

Rillito Business Park Condominium Association, Inc., an Arizona non-profit corporation, will acquire the necessary off-site drainage easement to continue to develop their adjacent property.

**IF DENIED:**

Rillito Business Park Condominium Association, Inc., an Arizona non-profit corporation, will not acquire the necessary off-site drainage easement and will not be able to continue to develop their adjacent property.

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DEPARTMENT NAME: Public Works, Real Property Services

CONTACT PERSON: Marty Stickford TELEPHONE NO.: 740-6379

## DRAINAGE EASEMENT

For valuable consideration the Pima County, a political subdivision of the State of Arizona ("County") does hereby convey to RILLITO BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., an Arizona non-profit corporation (Grantee), a perpetual, non-exclusive easement for the construction and maintenance of drainage improvements over, under and across the property described on the attached **Exhibit A** (the Property).

Construction. Grantee's drainage improvements shall be constructed so as not to interfere with the reasonable use of the Property by County. Construction of the drainage improvements by the Grantee shall be subject to the Conditions listed in the attached **Exhibit "B"**.

Relocation of Facilities. County may require partial or total removal of the Facilities within the easement for activities of County and/or any public purpose. In such event, Grantee shall promptly remove or properly abandon in place all or part of the drainage improvements as required by County at Grantee's sole expense and to the satisfaction of County. Grantee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the drainage improvements from County. In the event the drainage improvements are not removed within 90 days by Grantee as directed by County, County shall have the right of removal and Grantee hereby agrees to reimburse the total amount of County's costs incurred for the partial or complete removal of the drainage improvements within sixty (60) days of receipt of an invoice from County for said costs.

Cultural. Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, and its employees, contractors, and agents shall comply with all applicable federal, state, and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to any ground disturbance within the Property. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction, and when implementing cultural resources compliance activities. Grantee is solely responsible for all costs related to cultural resources compliance activities arising from Grantee's activities within the Property.

Board of Supervisors Approval: August 19, 2013			
Agent: MLS	File #: E-13-04		P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>



GRANTEE: Rillito Business Park Condominium Association, Inc.,  
an Arizona non-profit corporation

By:

Andrew Way  
Title: Agent

STATE OF Arizona)

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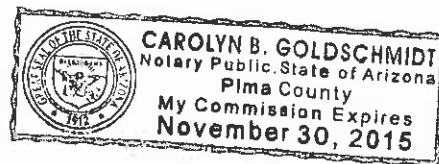
COUNTY OF Pima)

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2013,  
By Andrew Way as managing agent of Rillito Business Park Condominium Association, Inc., an Arizona non-profit corporation.

Carolyn B. Goldschmidt  
Notary Public

My Commission Expires:

11.30.2015



Board of Supervisors Approval: August <sup>19</sup> 2013			
Agent: MLS	File #: E-13-04		P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Exhibit "A"



**POLARIS  
LAND  
SURVEYING, LLC**

3528 N. FLOWING WELLS RD  
TUCSON, ARIZONA 85705  
TEL: 520-322-6400  
FAX: 520-322-6401

**LEGAL DESCRIPTION – Project No. 12116**

**February 11, 2013**

**DRAINAGE EASEMENT FOR RILLITO BUSINESS PARK:**

A 30-foot wide Drainage Easement over a portion of the Rillito River adjacent to "Rillito Business Park Condominiums, Units 1-56 and Common Area 'A'" as recorded in Book 56 at Page 46 of Maps and Plats, Records of Pima County, Arizona, in the Southwest quarter of the Northwest quarter of Section 19, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 19, said corner being a 2-inch Brass Cap in a casting stamped "C.O.T. RLS 23956", from which the Southwest corner of the Northwest quarter of said Section 19 bears South 00°35'06" East 2,639.90 feet distant, said corner being a 2-inch Brass Cap in a casting stamped "RLS 20373";

Thence South 00°35'06" East 1,319.95 feet upon the West line the Northwest quarter of said Section 19 to the Northwest corner of the Southwest quarter thereof;

Thence continue South 00°35'06" East 100.10 feet upon said West line;

Thence South 81°22'01" East 60.78 feet to the East right-of-way of First Avenue as defined by Docket 11418 at Page 1154 and Book 56 at Page 46 of Maps and Plats, Records of Pima County, Arizona, to the Northwest corner of said "Rillito Business Park Condominiums, Units 1-56 and Common Area 'A'";

Thence South 00°35'06" East 92.31 feet upon said East right-of-way to the South line of said "Rillito Business Park Condominiums, Units 1-56 and Common Area 'A'", to the North line of the Rillito River;

Thence South 70°35'26" East 736.44 feet upon the line common to the South line of said "Rillito Business Park Condominiums, Units 1-56 and Common Area 'A'" and the North line of the Rillito River to the **Point of Beginning**;

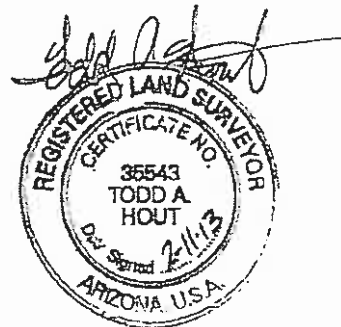
Thence continue South 70°35'26" East 49.34 feet upon said common line;

Thence South 71°57'48" West 104.40 feet;

Thence North 70°32'17" West 49.28 feet;

Thence North 71°57'48" East 104.33 feet to the **Point of Beginning**.

The area of said easement is 3,130.9 square feet, or 0.07 acres, more or less.



EXPIRES 12-31-15

(Continued)

## BASIS OF BEARINGS

## EXHIBIT "B"

### CONDITIONS

1. Grantee, their representatives and authorized agents, are responsible for repairing any damage to the Property and restoring the Property to its existing condition to the extent that is reasonable and practical. All disturbance of existing vegetation will require replacement vegetation to be installed at a ratio of 2:1 with the planting plan and plant guarantees to be approved by Pima County Natural Resources, Parks & Recreation Department (NRPR).
2. Grantee shall obtain a Right-of-Way Use Permit for work on County property. This permit will contain strict limitations regarding the following activities:
  1. The duration of the impacts to the River Park.
  2. What day of the week the work may occur.
  3. What time of the day the work will be allowed to occur.
  4. What barricading and public notifications will be required prior to and during any work.
3. Grantee shall be responsible to provide security and safety services for the public during the construction of the project. Existing trail/pathway shall remain open for use or a "detour trail" will be provided and maintained for the duration of the construction. The trail shall be signed in both directions to alert the public to possible hazards and temporary fencing and/or other safety measures will be maintained as necessary for the duration of the project. Public and worker safety will be the sole responsibility of the Grantee.
4. Any disturbance of the existing irrigation system by Grantee will require a separate agreement with NRPR. Please contact NRPR to initiate required agreements.
5. All trenched areas will be back-filled and compacted in such a way as not to settle, cause depressions or cause the trail to crack in the future. All trench crossings of the existing asphalt river-park path will require, in addition to the trench patch, that the pavement be resurfaced for a distance of 25' from each end of the trench/trench patch limits.
6. No motorized vehicles will be permitted in the River Park without prior authorization from the maintenance supervisor, Bill Connick (349-6795). At no time will vehicles be allowed to use the River Park as a general roadway for coming and going.
7. County shall have the right, without notice or payment of any compensation to Grantee to sell, destroy, or dispose of any personal property left on the Property after construction has been completed or after the Grantee has vacated or abandoned the Property.

Board of Supervisors Approval: August 19, 2013			
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## EXHIBIT "B"

(Continued)

8. Hold Harmless. To the fullest extent allowed by law, the Grantee indemnifies, defends, and holds harmless the 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 the construction of these drainage improvements and the use of County's Property, which are attributed, in whole or in part, to any act or omission of the Grantee, its agents, employees, invitees, or anyone acting under its direction, and control or on its behalf, whether intentional or negligent in connection with or incident to the use of the property for purposes outlined in this Drainage Easement Agreement. Grantee's responsibilities shall not extend to the negligence of Grantor, its officers, departments, employees and agents. This indemnity shall survive the termination of the Right of Entry. Grantee shall require each participant to sign a waiver of liability that releases the County from liability to the fullest extent allowed by law. Those individual release forms must be provided to County upon demand.

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