BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

○ Award ◉ Contract ○ Grant

Requested Board Meeting Date: 12/21/2021

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Paxis Institute Corporation ("Paxis")

***Project Title/Description:**

License for an ingress/egress driveway and parking encroaching in the Pima County public rights-of-way (Lic-0331).

***Purpose:**

To allow Paxis approved driveway access and parking improvements to encroach upon the public rights-of-way.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

To allow Pavis to configure the access and parking features in a manner that benefits their customers while maintaining appropriate oversight and control of the right-of-way by Pima County.

***Public Benefit:**

Pima County Transportation and Development Services staff will review permits for requested changes to improvements at the location.

***Metrics Available to Measure Performance:**

Paxis will pay an annual License fee of $1,443.00, and provide a $2,000,000 liability insurance policy naming Pima County as additionally insured for the 25 year term of the license.

***Retroactive:**

No.

*Location Map attached

TO: COB 12-8-21 (1)
Vers.: 1
Pgs.: 8 pgs.

07-12 '21 AM10:36

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): 22*0080

Commencement Date: 12/21/2021 Termination Date: 12/20/2046 Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount $ _____* ☒ Revenue Amount: $ 36,075.00

***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: Bob Beecher

Department: Real Property Services Telephone: 724-6624

Department Director Signature: _____ Date: 12/1/2021

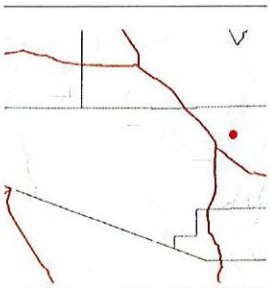
Deputy County Administrator Signature: _____ Date: 12/6/2021

County Administrator Signature: _____ Date: 12/6/2021

114-11-005J

Legend

☐ Parcels



Notes:

11/30/2021

400.0 0 200.00

Feet

Pima County GIS

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

For Recorder's Use Only

PIMA COUNTY
LICENSE
FOR RIGHT-OF-WAY ENCROACHMENT
(LIC-0331)

ADV Contract Number: CTN-RPS-22*0080

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Paxis Institute Corporation, 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-ways described as Sabino Canyon Road for the purpose of an ingress/egress driveway and site parking (the "Encroachments"). The right-of-way and the Encroachment areas are depicted on the attached **Exhibit "A"**.

2. Licensee's Maintenance Obligation. Licensee shall maintain all landscaping in the Encroachments as required by the Pima County Zoning Code and as proposed in approved Landscape Plans. Licensee's failure to maintain the Encroachments shall be cause for termination of this License, and all terms of Paragraph 12 shall then apply.

3. Hold Harmless. All costs associated with the Encroachments 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.

4. Insurance. Prior to construction, Licensee shall obtain a commercial general liability insurance policy naming County as Additional Insured to cover the Encroachment within the County's right-of-way. The insurance policy limits shall be a minimum of $2,000,000 for each occurrence, and $2,000,000 general aggregate. 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.

5. 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 **$1,443.00** due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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:

Paxis Institute Corporation

By: _____
Dennis Embry, President

State of Arizona)
)ss
County of Pima)

This instrument was acknowledged before me this 16 day of November, 2021, by Dennis Embry, as President of Paxis Institute Corporation, a Delaware corporation.

_____
Notary Public

My Commission Expires: NOV 30th, 2023

VANESSA HERNANDEZ
Notary Public - Arizona
Pima County
Commission # 574395
My Comm. Expires Nov 30, 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:

_____

Jeffrey Teplitsky, Manager, Real Property Services

12/6/2021

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

November 29, 2021

Kathryn Ore, Deputy County Attorney

Jeff Stephens, PLS
President

HAWKEYE
LAND SURVEYING COMPANY

Todd Stephens, PLS
Secretary/Treasurer

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA,

COMMENCING AT A BRASS STEM IN CONCRETE AT THE INTERSECTION OF SABINO CANYON ROAD AND SNYDER ROAD;

THENCE NORTH 00° 37' 45" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, 1332.39 FEET;

THENCE NORTH 89° 22' 15" EAST 75.00 FEET TO A #4 REBAR TAGGED 15332 AT THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN SEQUENCE NUMBER 20181490622 AND THE POINT OF BEGINNING;

THENCE SOUTH 00° 37' 45" EAST,191.78 FEET ALONG THE WEST LINE OF THAT PARCEL DESCRIBED IN SEQUENCE NUMBER 20181490622 TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN SEQUENCE NUMBER 20181490622;

THENCE SOUTH 89° 22' 15" WEST, 15.00 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT;

THENCE NORTH 00° 37' 45" WEST, PARRALLEL WITH THE WEST LINE THAT PARCEL DESCRIBED IN SEQUENCE NUMBER 20181490622 191.78 FEET;

THENCE NORTH 89° 22' 15" EAST,15.00 FEET TO TO A #4 REBAR TAGGED 15332 AT THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN SEQUENCE NUMBER 20181490622 AND THE POINT OF BEGGINNING;

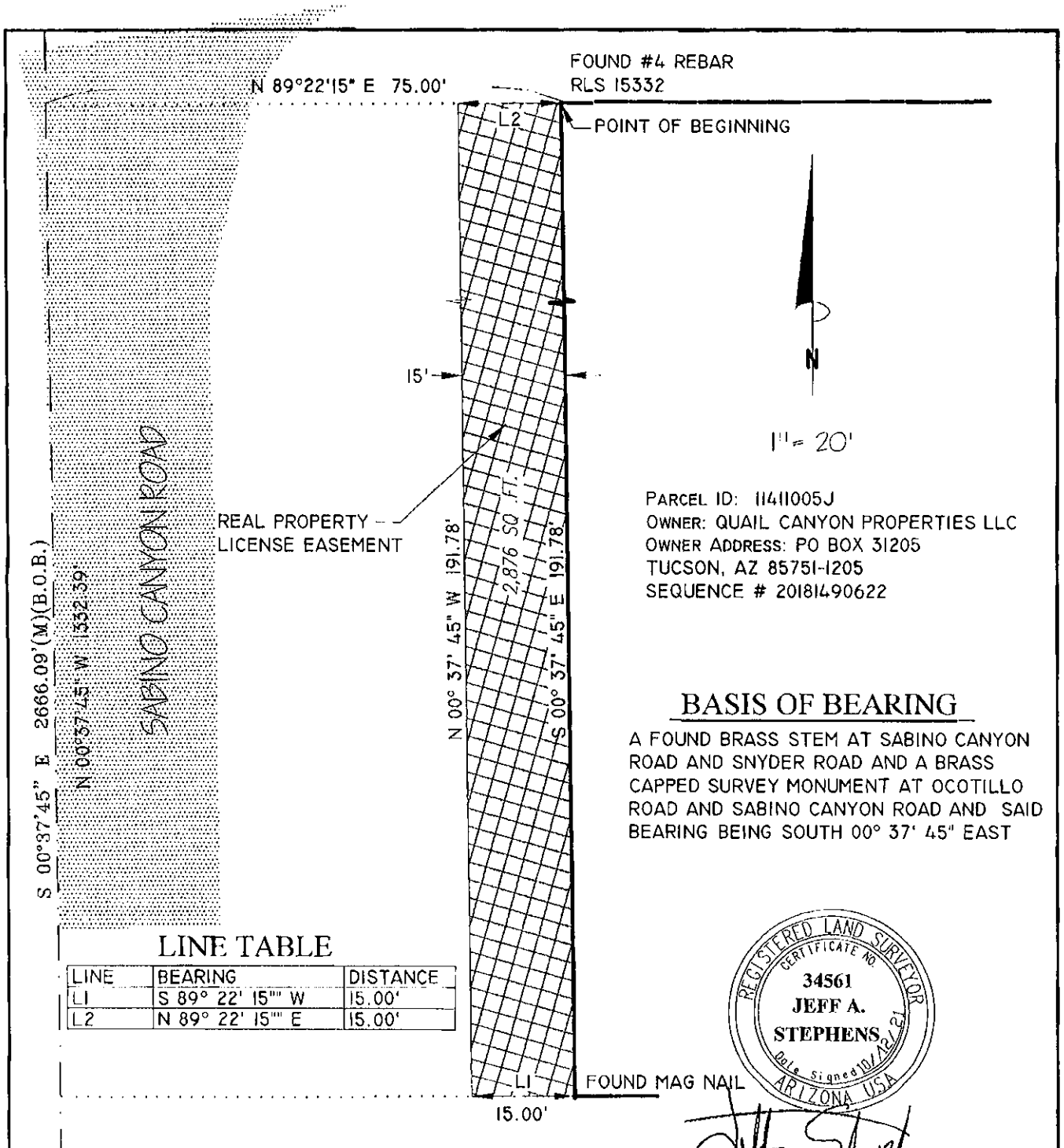
HAVING AN AREA OF 2,876 SQUARE FEET.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS A FOUND BRASS STEM AT SABINO CANYON ROAD AND SNYDER ROAD AND A BRASS CAPPED SURVEY MONUMENT AT OCOTILLO ROAD AND SABINO CANYON ROAD, SAID BEARING BEING SOUTH 00° 37' 45" EAST

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
34561
JEFF A.
STEPHENS
Date Signed 10/12/21
ARIZONA, U.S.A.

Jeff Stephens

6269 E. 2ND STREET • TUCSON, AZ 85711
PHONE 520-296-6173 FAX 520-519-1213
HAWKEYE@HAWKEYESURVEY.COM



PARCEL ID: 11411005J
OWNER: QUAIL CANYON PROPERTIES LLC
OWNER ADDRESS: PO BOX 31205
TUCSON, AZ 85751-1205
SEQUENCE # 20181490622

BASIS OF BEARING

A FOUND BRASS STEM AT SABINO CANYON ROAD AND SNYDER ROAD AND A BRASS CAPPED SURVEY MONUMENT AT OCOTILLO ROAD AND SABINO CANYON ROAD AND SAID BEARING BEING SOUTH 00° 37' 45" EAST

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89° 22' 15"" W	15.00'
L2	N 89° 22' 15"" E	15.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
34561
JEFF A.
STEPHENS
Date Signed 10/12/21
ARIZONA, U.S.A.

HAWKEYE LAND SURVEYING CO.
ALAN W. STEPHENS, RLS, 6269 E 2ND ST. TUCSON AZ. 85711 (520) 296-6173 (520)
E-MAIL: HAWKEYE@HAWKEYELSURVEY.COM

DRAWN BY: T.M.S.
DATE: 10/12/2021
DWG. NO.: 21074EXHIBIT
APPROVED BY: J.A.S.

DEPICTION OF EXHIBIT "A"

AN EASEMENT OVER A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

All that portion of Lot B of HIDDEN VALLEY, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 14 of Maps and Plats at Page 90, more particularly described as follows:

BEGINNING st the Northwesterly most corner of said Lot B;

THENCE South 00 degrees 06 minutes 28 seconds East along the West line of said Lot B, a distance of 120.00 feet to a point, said point being the Southwest corner of that certain parcel described in deed recorded December 4, 1968 in Docket 3384 at Page 135, and the TRUE POINT OF BEGINNING;

THENCE South 89 degrees 37 minutes 15 seconds East along a line that is 120.00n feet Southerly of and parallel with the North line of said Lot B, a distance of 140.00 feet to the Southeast corner of the above mentioned parcel and to a point on the West boundary line of VALLE, a subdivsiion of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 30 of Maps and Plats at Page 72;

THENCE South 00 degrees 06 minutes 28 seconds East along said West boundary line, said line being 140.00 feet Easterly of and parallel with the West line of said Lot B, a distance of 72.00 feet;

THENCE North 89 degrees 37 minutes 15 seconds West along a line that is 192.00 feet Southerly of and parallel with the Northerly line of said Lot B, a distance of 140.00 feet to a point on the West line of said Lot B;

THENCE North 00 degrees 06 minutes 28 seconds West along said West line, a distance of 72.00 feet to the TRUE POINT OF BEGINNIING.

(jv arb 6)

PARCEL 2:

The North 120 feet of the West 140 feet of Lot B of HIDDEN VALLEY, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 14 of Maps and Plats at Page 90 thereof.

(jv arb 2)