BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

○ Award ◉ Contract ○ Grant

Requested Board Meeting Date: November 12, 2024

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Casadobes LLC, an Arizona limited liability company

***Project Title/Description:**

Pima County License for Right-of-Way Encroachment

***Purpose:**

To allow for the encroachment on Pima County Right-of-Way for existing planters with seats, decorative brick sidewalks, lamp post lights, landscaping signs and lighting at 7001 – 7133 N. Oracle Rd and 633 – 639 W Ina Rd, in the location depicted on Exhibits "A" of the License Agreement. Lic - 0376

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

This license will allow for maintenance to the encroachment areas in the Pima County Right-of-Way for public use.

***Public Benefit:**

Casadobes LLC will maintain the landscaping in the encroachment areas at their expense for a 25 year period of time. The landscaped areas will be maintained for public use.

***Metrics Available to Measure Performance:**

The Licensee will pay an annual fee of $950.00 and maintain the planters with seats, decorative brick sidewalks, lamp post lights, landscaping and landscaping signs in the encroachment areas.

***Retroactive:**

No.

To: COB, 10-30-24
vers: 0
Pgs: 8

OCT29'24PM0324 PD

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: CT Department Code: RPS Contract Number (i.e., 15-123): 2400000056

Commencement Date: 11/12/2024 Termination Date: 11/11/2049 Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount $ _____* ☒ Revenue Amount: $ 23,750.00

***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: Ada Griffin

Department: RPS Telephone: 724-6713

Department Director Signature: _____ Date: 10/22/2024

Deputy County Administrator Signature: _____ Date: 10/25/2024

County Administrator Signature: _____ Date: 10-29-24

For Recorder's Use Only

CT2400000056

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 CASADOBES LLC, an Arizona limited liability company, ("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 Giaconda Way and Ina Road for the purpose of existing planters with seats, decorative brick sidewalks, lamp post lights, landscaping, signs and lighting (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. 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 $950.00, 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 has constructed the proposed Encroachment in accordance with the plans submitted to County.

6. Compliance With Highway Safety. 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. 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.

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: CASADOBES, LLC, an Arizona limited liability company

By: _____

Title: General Partner

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me this _____ day of _____, 2024, by _____ _____, as _____ of _____.

_____
Notary Public

My Commission Expires:

_____

The appropriate California notary form is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 9-10-24 before me, Jason Mason, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Erik Litwin
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JASON MASON
COMM. # 2393054
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES MAR. 5, 2026

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Pima County License For Right-of-Way Encroachment
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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PIMA COUNTY, a political subdivision of the State of Arizona:

Adelita S. Grijalva Chair, Board of Supervisors — Date

ATTEST:

Melissa Manriquez, Clerk of Board — Date

APPROVED AS TO CONTENT:

Jeffrey Teplitsky, Director, Real Property Services — Date 8/26/2024

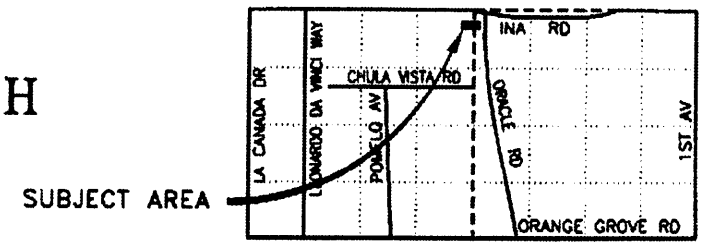
Carmine DeBonis, Jr., Deputy County Administrator — Date 10/25/2024

APPROVED AS TO FORM:

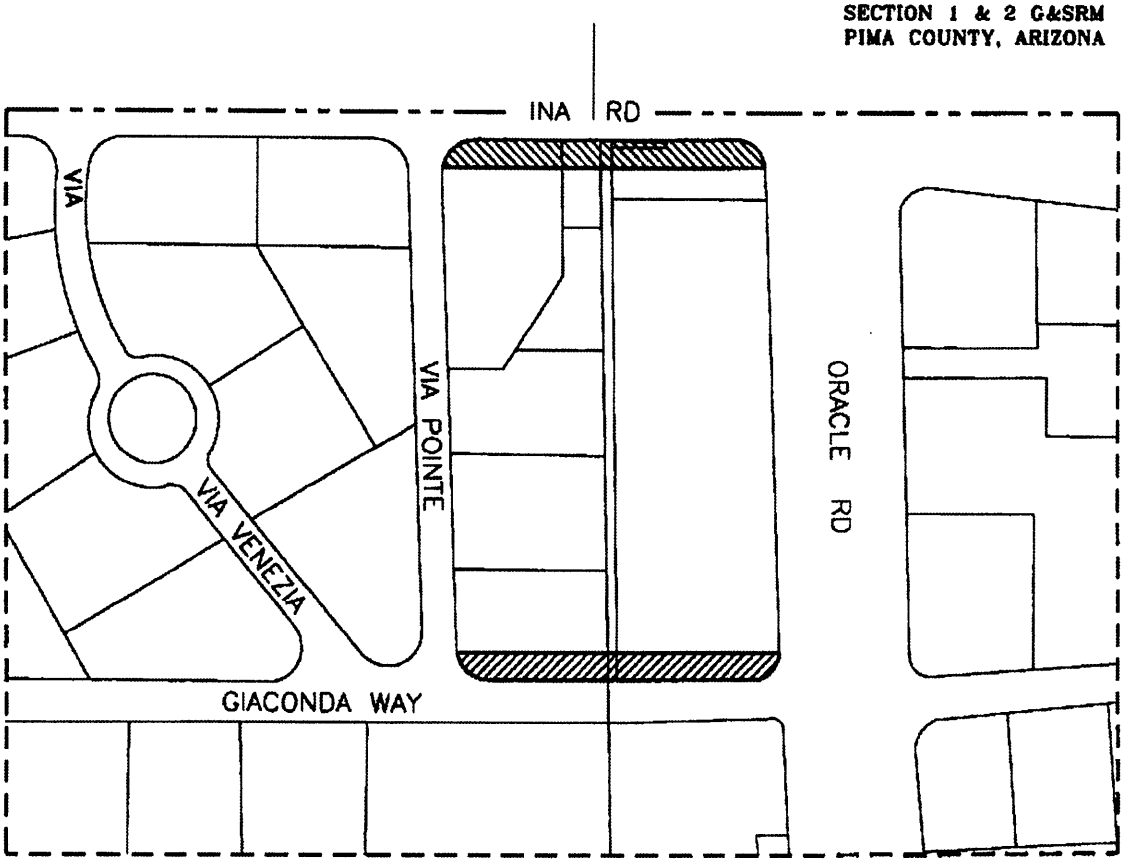
Rachelle Barr, Deputy County Attorney — Date 09/26/2024

EXHIBIT A

SECTION 1 & 2
TOWNSHIP 13 SOUTH
RANGE 13 EAST



SECTION 1 & 2 G&SRM
PIMA COUNTY, ARIZONA



SUBJECT AREA

N

06077

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

GIS DIVISION

DRAWING NOT TO SCALE | DRAWN BY: R. BILLINGS | DATE: AUG 2006

DOCUMENT CONTROL

EXHIBIT B

Parcel 1

Lots 55 through 67 of CASAS ADOBES ESTATES RESUBDIVISION, as recorded in Book 10 of Maps and Plats at Page 53, Pima County Recorder's Office;

EXCEPT the North 9 feet of the West 22.5 feet of Lot 56.

FURTHER EXCEPT that portion described as follows:

COMMENCING at the brass cap in a handweU monumenting the Northeast comer of the Northeast quarter of Section 2, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona;

THENCE S 00°50'58" E along the East line of said Northeast quarter a distance of 30.01 feet to the Northeast comer of Lot 55 of said plat;

THENCE N 89°45'59" W along the North line of said Lot 55 a distance of 58.76 feet to the POINT OF BEGINNING;

THENCE S 00°l 3'06" E 197.23 feet;

THENCE S 30°44'45" W 157.46 feet;

THENCE S 87°04'25" W 83.16 feet to the West line of Lot 59 of said plat;

THENCE N 02°08'57" W along the West line of Lots 59, 57, and 55 of said plat a distance of 285.63 feet to a point of curvature of a tangent curve concave to the Southeast;

THENCE Northerly and Northeasterly along the Northwesterly line of said Lot 55 along the arc of said curve, to the right, having a radius of 50.00 feet, with a chord of N 44°02'32·' E 72.17 feet, and a central angle of 92°22'58" for an arc distance of 80.62 feet to a point of tangency on the North line of Lot 55;

THENCE S 89°45'59" E along said North line a distance of 123.34 feet to the POINT OF BEGINNING.

Parcel 2

All of that 20 foot (former) public alley as shown Easterly of Lots 55, 57, 59, 61 and 63 of CASAS ADOBES ESTATES RESUBDIVISION, as recorded in Book 10 of Maps and Plats at Page 53, Pima County Recorder's Office.