



Contract number: CTN.PW.15*116
Effective Date : 4.7.15
Term Date : 4.7.2040
Cost : _____
Revenue : ✓
Total : _____ NTE: _____
Action
Renewal By : 1-1.2040
Term : 4.7.2040
Reviewed by: PR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: April 7, 2015

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

St. Andrew's Presbyterian Church has applied for a license for the purpose of encroaching on the County's right-of-way described as Paseo del Norte for the purpose of an existing parking lot. We are asking that the annual fee and application fee be waived due to the fact that St. Andrew's Presbyterian Church deeded this portion of the road right-of-way to Pima County in 1963 for \$1.00.

CONTRACT NUMBER (If applicable): CTN 15*116

STAFF RECOMMENDATION(S):

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

Procure Dept 03/17/15 AM 09:36

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Ver. - 1
Vendor - 1
Pgs. 7

To: CoB. 3.25.15
(1)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY:\$ 0.00

FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1	X	2		3		4		5		All	
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IMPACT:

IF APPROVED: St. Andrew's Presbyterian Church will be authorized to continue using the road right-of-way of Paseo del Norte for a parking lot.

IF DENIED: St. Andrew's Presbyterian Church will not be authorized to continue using the road right-of-way of Paseo del Norte and will have to tear out their parking lot.

DEPARTMENT NAME: _____

Real Property Services

CONTACT PERSON: Debbie Knutson

TELEPHONE NO.: 724-6854

For Recorder's Use Only

CONTRACT
NO. <u>CTN-PW-15000000000000000116</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**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 St. Andrew's Presbyterian Church, an Arizona non-profit 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-way described as Paseo del Norte for the purpose of an existing parking lot (the "Encroachment"). The right-of-way and the existing 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 \$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. The annual fee will be waived.
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: St. Andrew's Presbyterian Church

By: Gregory Jester

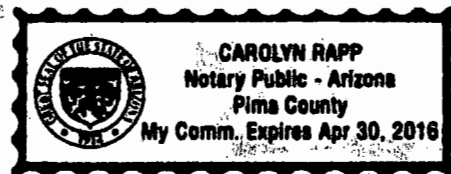
Title: Trustee - President

State of Arizona)
)
County of Pima) ss

This instrument was acknowledged before me this 2nd day of February 2015, by Gregory Jester as Trustee - President of St. Andrew's Presbyterian Church.

Carolyn Rapp
Notary Public

My Commission Expires:
April 30, 2016



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

PIMA COUNTY, ARIZONA

Chair, Pima County Board of Supervisors

ATTEST:

Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Tobin Rosen', is written over a horizontal line.

Tobin Rosen
Deputy County Attorney

Exhibit "A"

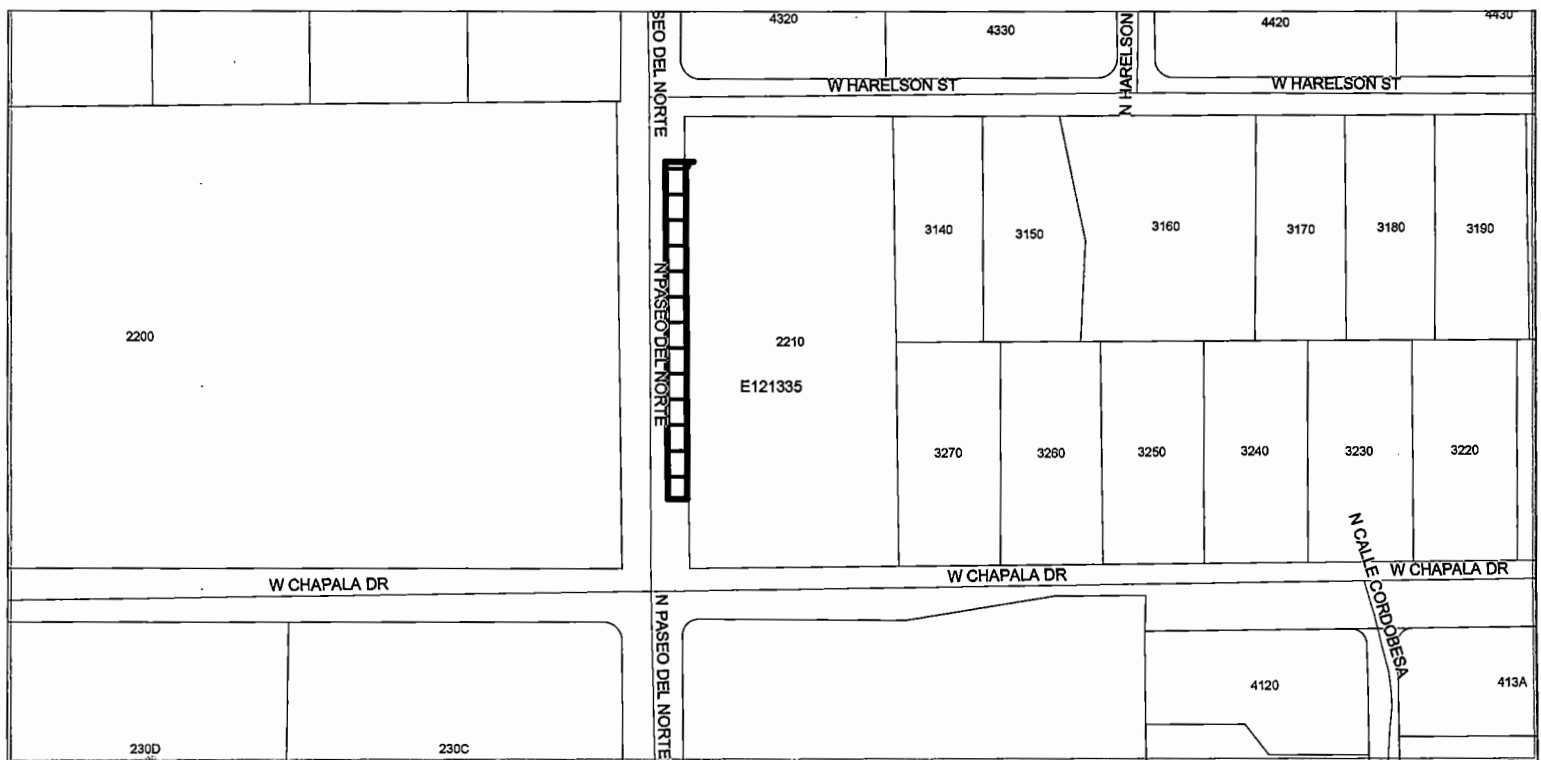


Exhibit "B"

the following described real property situate in Pima County, Arizona:

The West 300 feet of the South Half of the Southeast Quarter of the Northeast Quarter of Section 35, Township 12 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, according to the Map or Plat thereof of Catalina Citrus Estates Subdivision, recorded in the office of the County Recorder of Pima County, Arizona, in Book 6 of Maps and Plats at Page 24, thereof, except the North 30 feet and the West 15 feet thereof which has been conveyed to Pima County, Arizona, a body politic, for road purposes.

SUBJECT TO: An easement over the North 30 feet and the South 45 feet thereof, which easement was reserved in that certain Deed dated July 8, 1959, and recorded in the office of the County Recorder, Pima County, Arizona, July 13, 1959, in Book 1457 at page 491 thereof.

SUBJECT ALSO TO: All assessments, restrictions, encumbrances, Reservations in State and Federal Patents, and other matters of record in the office of the County Recorder of Pima County, Arizona.