



Contract Number: CTN. PW-15\*118  
Effective Date: 4-7-15  
Term Date: 4-7-2040  
Cost: \_\_\_\_\_  
Revenue: ✓  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: 1-1-2040  
Renewal By: JA  
Term: 4-7-2040  
Reviewed by: \_\_\_\_\_

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

Requested Board Meeting Date: April 7, 2015

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

*Friends in Deed, Inc. has applied for a license for the purpose of encroaching on the County's right-of-way for the purpose of an existing wall and parking lot. We are asking that the annual fee be waived due to the fact that Friends in Deed, Inc. is a non-profit charitable organization.*

CONTRACT NUMBER (If applicable): \_\_\_\_\_ CTN 15\*118

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

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

CORPORATE HEADQUARTERS: \_\_\_\_\_

Page 1 of 2

Ver. 1  
Vendor. 1  
Pgs. 9

To: COB - 3-25-15  
(2)

Procure Dept 03/17/15 PM0937

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		2		3		4	X	5		All	
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**IMPACT:**

**IF APPROVED:** Friends in Deed, Inc. will be authorized to continue using the right-of-way for a wall and parking lot.

**IF DENIED:** Friends in Deed, Inc. will not be authorized to continue using the right-of-way for a wall and parking lot and will have to remove both.

DEPARTMENT NAME: Real Property Services

CONTACT PERSON: Debbie Knutson TELEPHONE NO.: 724-6854

**CONTRACT**

**NOL TN.PW-1500000000000000 118**

**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 Friends in Deed, Inc., an Arizona 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 for the purpose of a wall and parking lot (the "Encroachment"). The right-of-way and the existing Encroachment are described and 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 has been waived because Licensee is a non-profit charitable organization.
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.

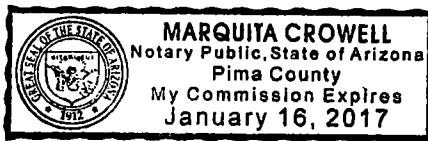
LICENSEE: Friends in Deed, Inc.

By: Mary (Pinky) Daly

Title: Board President

State of Arizona       )  
                                  )  
County of Pima       )       SS

This instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2013, by Mary (Pinky) Daly as of Friends in Deed, Inc.



Marquita Crowell  
Notary Public

My Commission Expires:

1/16/2017

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

PIMA COUNTY, ARIZONA

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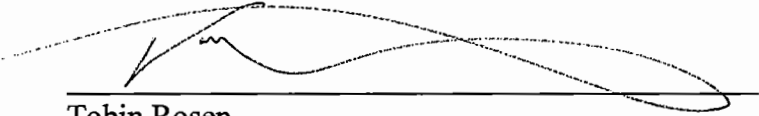
Chairman, Pima County Board of Supervisors

ATTEST:

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Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:



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Tobin Rosen  
Deputy County Attorney

**EXHIBIT "A"**

**That portion of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 18 South, Range 13 East, Gila & Salt River Base & Meridian, Pima County, AZ, more particularly described as follows:**

**The North 25 feet of the East 575 feet of said Northeast  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  of Section 10, Township 18 South, Range 13 East;**

**EXCEPT that portion located in La Cañada Drive.**

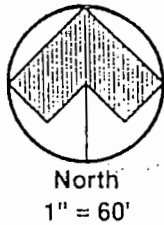
**Area Being 11,250 square feet more or less.**



LICENSE AREA:

Exhibit "A"  
(Continued)

RH ZONING  
CARONDELET MEDICAL MALL



Architects & Engineers, Inc.

199 East Fort Lowell Road  
Tucson, Arizona 85705  
(520) 887-6003

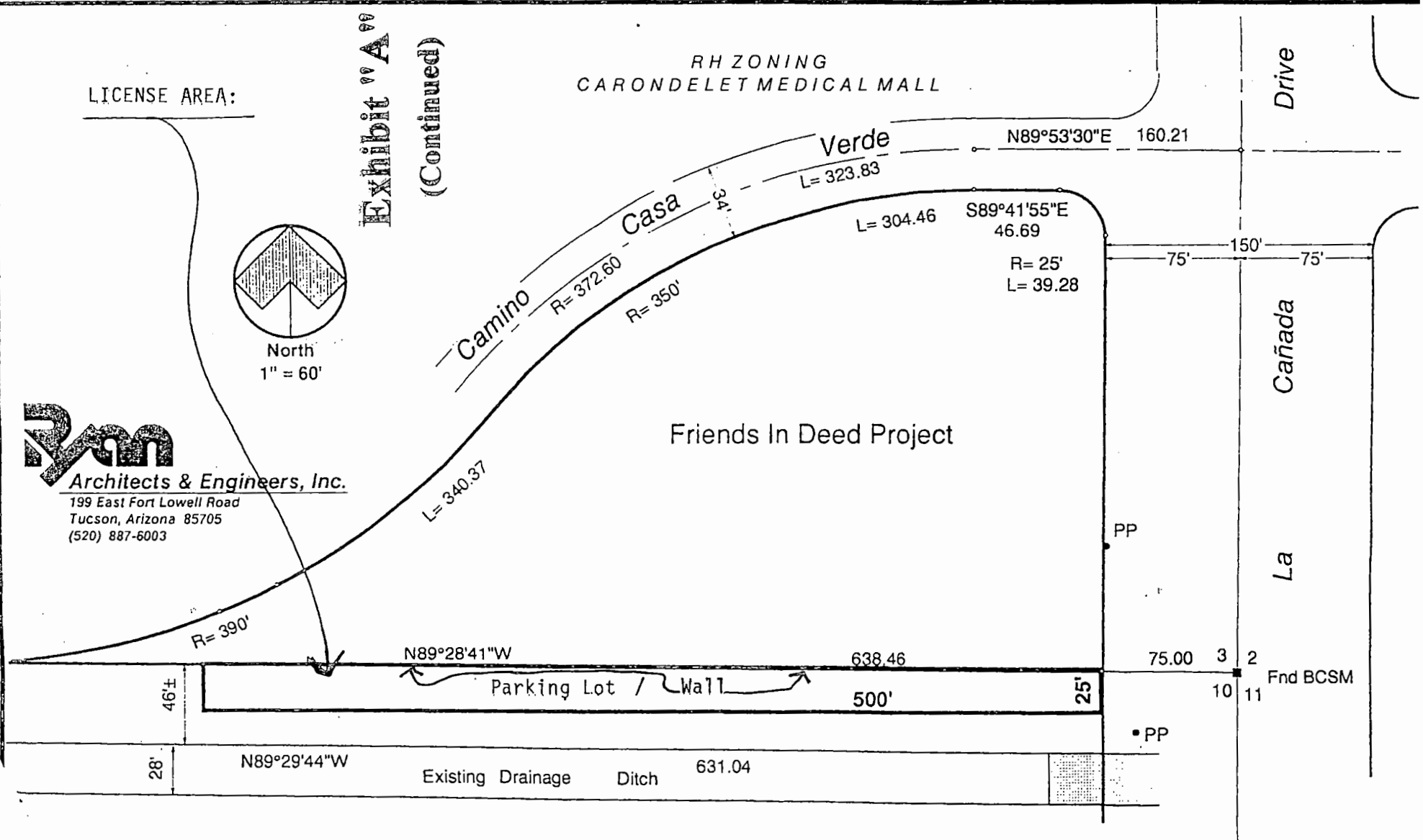


EXHIBIT B

Parcel 1

The Southerly 295 feet of the Easterly 425 feet, per survey, of the South Half of the Southeast Quarter of the Southeast Quarter of Section 3, Township 18 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the East 75 feet thereof, as conveyed to Pima County, Arizona, for street purposes by Deed recorded September 4, 1963 in Docket 2149 at pages 544 and 546, AND FURTHER EXCEPT the South 45 feet thereof.

AND FURTHER EXCEPT

All that portion of the South 295.00 feet of the East 425.00 feet of the South Half of the Southeast Quarter of the Southeast Quarter of Section 3, Township 18 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the Southeast corner of said South Half;

Thence North 00 degrees 19 minutes 04 seconds East along the East line thereof 295.00 feet;

Thence North 89 degrees 28 minutes 21 seconds West and parallel with the South line of said South Half, 75.00 feet to the Westerly right-of-way of La Canada Drive and the True Point of Beginning;

Thence continuing North 89 degrees 28 minutes 21 seconds West, 350.00 feet;

Thence South 00 degrees 19 minutes 04 seconds West and parallel with the East line of said South Half, 167.99 feet to a point of curve;

Thence from a radial bearing of South 47 degrees 04 minutes 13 seconds East, Northeasterly along a curve concave to the Northwest, having a radius of 390.00 feet and a central angle of 02 degrees 25 minutes 27 seconds, an arc length of 16.50 feet to a point of reverse curvature;

Thence Northeasterly along a curve concave to the Southeast having a radius of 350.00 feet and a central angle of 49 degrees 48 minutes 44 seconds, an arc length of 304.29 feet to a point of tangency;

Thence South 89 degrees 40 minutes 56 seconds East, 46.71 feet to a point of curvature;

Thence Southeasterly along a curve concave to the Southwest, having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet to a point on the Westerly right-of-way of La Canada Drive;

Thence North 00 degrees 19 minutes 04 seconds East along said Westerly right-of-way 55.18 feet to the True Point of Beginning.

Parcel 2

All that portion of the South Half of the Southeast Quarter of the Southeast Quarter of Section 3, Township 18 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Continued...

EXHIBIT B

Beginning at the Southeast corner of said South Half;

Thence North 89 degrees 28 minutes 21 seconds West along the South line thereof, 75.00 feet to the Westerly right-of-way of La Canada Drive and the True Point of Beginning;

Thence continuing North 89 degrees 28 minutes 21 seconds West, 638.45 feet to a point of curvature;

Thence from a radial bearing of South 00 degrees 31 minutes 39 seconds West, Northeasterly along a curve concave to the Northwest, having a radius of 390.00 feet and a central angle of 47 degrees 35 minutes 52 seconds, an arc length of 323.99 feet to a point on a curve;

Thence South 00 degrees 19 minutes 04 seconds West and parallel with the East line of said South Half, 82.01 feet;

Thence South 89 degrees 28 minutes 21 seconds East, 45.00 feet Northerly and parallel with the South line of said South Half, 350.00 feet to a point on the Westerly right-of-way of La Canada Drive;

Thence South 00 degrees 19 minutes 04 seconds West along said Westerly right-of-way, 45.00 feet to the True Point of Beginning.