



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/19/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Gallery ROW Group, LLC

***Project Title/Description:**

License for Right-of-Way Encroachment for a Freestanding Sign

***Purpose:**

To allow 1 Freestanding sign in Pima County Right-of-Way at the location described and depicted on Exhibit "A".
Lic-0306

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

Use of a freestanding sign in Pima County Right-of-Way

***Public Benefit:**

Entryway along Skyline Dr. will have directional sign for view of Pima County residents

***Metrics Available to Measure Performance:**

Fee of \$175.00 annually.

***Retroactive:**

No.

To: CUB- 7-31-19
Ver. 1
Ogs 7
(1)

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 20*021

Effective Date: 8/19/19 Termination Date: 8/18/2044 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$* ☒ Revenue Amount: \$ 4,375.00***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 22-73.***Amendment / Revised Award Information**

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

☐ Expense or ☒ 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):

Effective 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: Aaron Mergenthal

Department: Real Property Services

Telephone: 4-6854

Department Director Signature/Date:

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

For Recorder's Use Only

CONTRACT
NO. <u>CTN-PW-20-021</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

**PIMA COUNTY
LICENSE
FOR RIGHT-OF-WAY ENCROACHMENT
FOR FREESTANDING SIGN**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Gallery Row Group, LLC, an Arizona limited liability company, as to 87.2% interest, and Riverfront Village, LLC, an Arizona limited liability company, as to 12.8% interest, (collectively the "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 3001 E. Skyline Dr., also known as Parcel 108-11-056E, for the purpose of a free standing ~~gallery~~ sign (the "Encroachment"). The right-of-way and the Encroachment are depicted on the attached Exhibit "A-1". J
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. Prior to construction, Licensee shall obtain a \$2,000,000 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 \$175.00, 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 shall construct the proposed Encroachment in accordance with the plans submitted to County with the application for the License.
6. 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.
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


6/14/19

set forth in Paragraph 2 above shall survive the termination or revocation of this License.

8. Landscaping. If Licensee wishes to alter the pre-existing landscaping as it currently resides in the right of way, Licensee must submit a Landscape Plan Set to Pima County's Department of Transportation for approval. If Pima County's Department of Transportation deems the Landscape Plan Set appropriate, Licensee will be responsible for maintaining said landscaping through the term of this license. If Licensee does not wish to alter the landscaping as it currently resides in the right of way, Licensee is not required to do so for purposes 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 "A"** 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 "A"** 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.


6/14/19

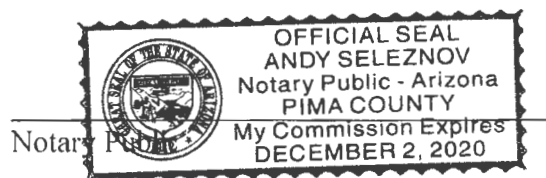
LICENSEE: GALLERY ROW GROUP LLC

By: [Signature]

Title: MANAGING MEMBER

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me this 13 day of June 2019, by _____ of _____, as _____.



My Commission Expires:
12-2-2020

[Signature]
6/14/19

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

Chairman, Board of Supervisors

Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:

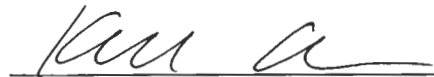


Neil J. Konigsberg, Manager, Real Property Services

 7/29/19

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney



EXHIBIT "A"



2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

PROJECT NO. 19089
DATE: March 14, 2019

LEGAL DESCRIPTION

That portion of Skyline Drive as shown in Book 8 of Road Maps at page 64 and in Docket 1924 page 546, Records of Pima County, Arizona, lying south of and adjacent to the south line of Lot 56 of Catalina Foothills Estates No. 6 as shown in Book 16 at page 50, Records of Pima County, Arizona, and being a portion of the Southeast quarter of the Southeast quarter of Section 5, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 5, said corner being a 2-inch brass cap stamped "LS 31038";

Thence North $00^{\circ} 25' 27''$ West, 75.00 feet to the southeast corner of said Lot 56 monumented by a chiseled "x" on top of a block wall accompanied by a nail and tag stamped "RLS 12122" at the bottom of the wall (Basis of Bearings for this legal description);

Thence upon the south line of said Lot 56, North $86^{\circ} 36' 02''$ West, 320.59 feet to the Point of Beginning;

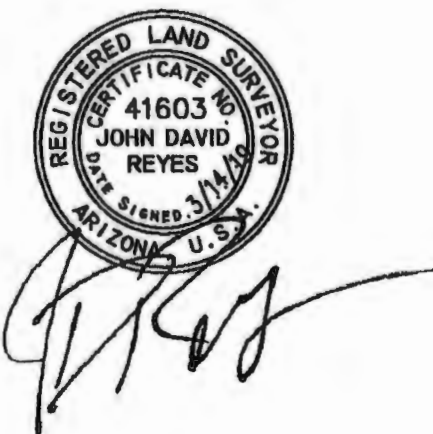
Thence continue North $86^{\circ} 36' 02''$ West, 6.00 feet;

Thence South $03^{\circ} 23' 58''$ West, 12.00 feet;

Thence South $86^{\circ} 36' 02''$ East, 6.00 feet;

Thence North $03^{\circ} 23' 58''$ East, 12.00 feet to the Point of Beginning.

The area of said parcel contains 72 square feet, more or less.



John David Reyes

EXHIBIT "A-1"

LOT 56 OF CATALINA
FOOTHILLS ESTATES NO. 6
BK. 16 PG. 50 MAPS & PLATS
NOT TO SCALE

CAMPBELL AVENUE
LOT 56
SIGN EASEMENT
SKYLINE DRIVE

NOTE:
THIS IS NOT A
BOUNDARY SURVEY.



SCALE 1" = 10'

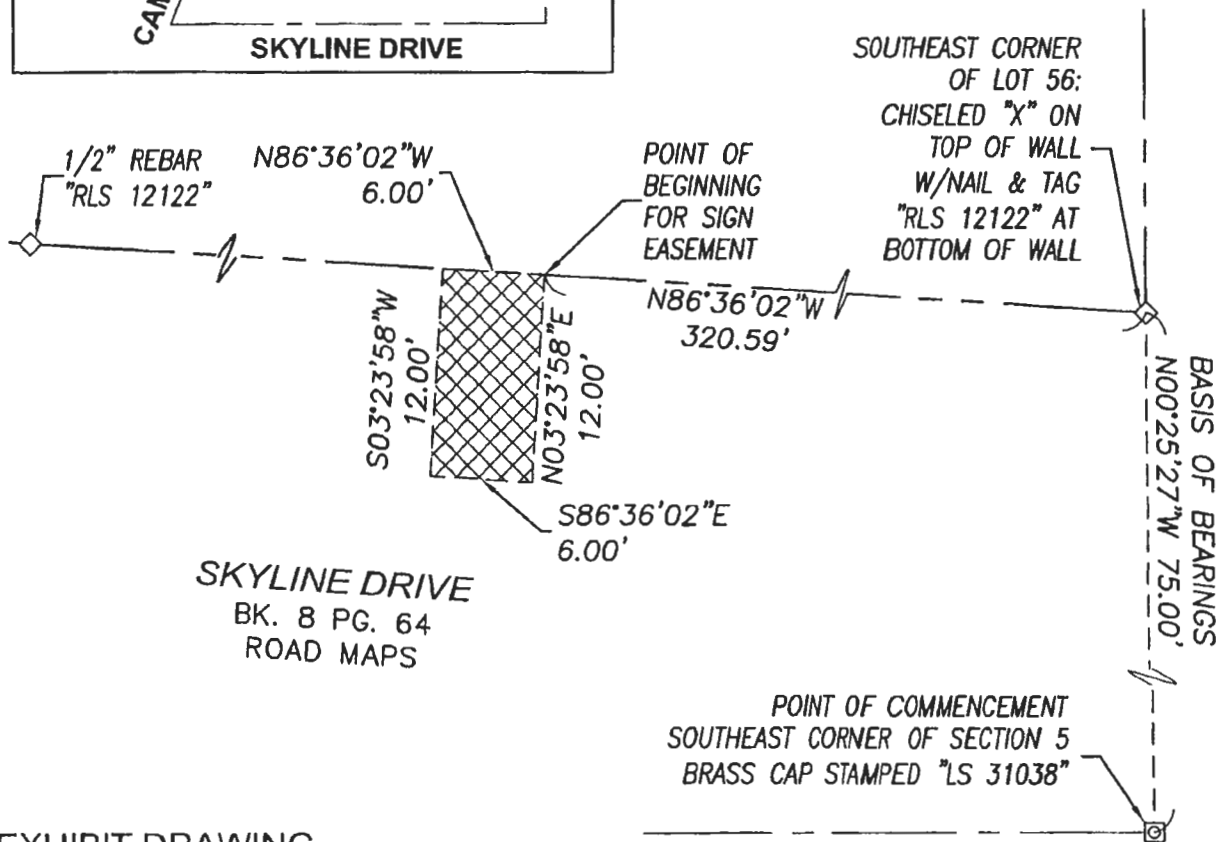


EXHIBIT DRAWING

ALTA ARIZONA

SURVEY - ENGINEERING - GEOTECH
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

SIGN EASEMENT
IN A PORTION OF THE SOUTHEAST 1/4 OF
SECTION 5 T.13S., R.14E., G.&S.R.M.
PIMA COUNTY, ARIZONA

Project No.
19089

Drawn By: GWM Date: 3/14/19
Checked By: JDF Sheet: 2 of 2

26/4/19