

COB - BOSAIR FORM

04/24/2026 11:37 AM (MST)

Submitted by George.Cardieri@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT RPS CT2600000044

Award Type: Contract

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 05/12/2026

Supplier / Customer / Grantor / Subrecipient: Green Things, Inc.

Project Title / Description: Pima County License for Right-of-Way Encroachment

Purpose: Pima County will grant a 25-year Right-of-Way Encroachment License ("License") to Green Things, Inc. to allow the encroachment of an existing fence within the County right-of-way along E. Allen Road, as described in attached Exhibit "A" and depicted in Exhibit "A-1." The License includes an annual fee of \$357.05, resulting in total projected revenue of \$8,926.25 over the 25-year term. RPS File No. Lic-0387.

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Green Things, Inc. will be authorized to continue to use the right-of-way for their fence.

Public Benefit and Impact: Pima County will receive annual revenue from Green Things, Inc. for the existing private fence improvement, which has been determined to be compatible with the management of the public right-of-way. Additionally, Green Things, Inc. will be required to apply for and obtain permits from Pima County Development Services and the Pima County Flood Control District for any maintenance activities involving the fence within the public right-of-way.

Strategic Plan Pillar • N/A

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives N/A

Metrics Available to Measure County to receive a fee of \$357.05 per year for the term of the License, for a total

TO: COB, 4/28/26 (1) ~~PRE~~ APR28'26AM1145PO

VERSION: 0

PAGES: 1-

Performance: expected revenue of \$8,926.25 over the 25-year term.

Retroactive:

NO

Contract / Award Information

Record Number: CT RPS CT2600000044

Document Type: CT

Department Code: RPS

Contract Number: CT2600000044

Commencement Date: 05/12/2026

Termination Date: 05/11/2051

Customer Headquarters Location Tucson, AZ

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$8,926.25

Funding Source Name(s) Required: Transportation-ROW Real Property

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Real Property Services

Name: Diana Valdez

Telephone: 520-724-6713

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: CC... George Cardieri Date: 4/24/26
Deputy County Administrator Signature: [Signature] Date: 4/24/2024
County Administrator Signature: [Signature] Date: 4/27/2024

For Recorder's Use Only

CT2600000044

**PIMA COUNTY
LICENSE
FOR RIGHT-OF-WAY ENCROACHMENT
(LIC-0387)**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Green Things 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 grants a revocable License to Licensee to encroach on that portion of County's right-of-way described as East Allen Road (the "right of way") for the purpose of maintaining the existing south fence (the "Encroachments"). The right-of-way and the Encroachment area are described on the attached Exhibit "A" and depicted on the attached Exhibit "A-1".
2. Hold Harmless. All costs associated with the Encroachments shall be the sole responsibility and 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 right 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 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 such 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 \$357.05 due upon execution of this License and on each annual 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 pursuant to the terms of Paragraph 10, below. 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 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.
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. 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, within ninety (90) days after notice thereof by County, 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 timely 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 the attached 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.
11. 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:

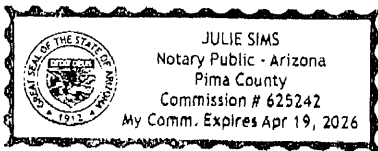
By: Jan Westernborg
Jan Westernborg
Title: President, Green Things Inc.

State of Arizona)
)ss
County of Pima)

This instrument was acknowledged before me this 26 day of March, 2026,
by Jan Westernborg, as president of
Green Things Inc., an Arizona corporation.

[Signature]
Notary Public

My Commission Expires: April 19, 2026



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

Jennifer Allen, Chair, Board of Supervisors


Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:




George Cardieri, Director, Real Property Services

 4/24/2024

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



James Morrow, Deputy County Attorney



EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF ALLEN ROAD, A PUBLIC RIGHT-OF-WAY, PER ROAD PROCEEDING NO. 2858, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL TAGGED "RLS 71039" AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED AT SEQUENCE 20050770762, ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED AT DOCKET 9855 PAGE 1546, FROM WHICH A 1/2-INCH REBAR AT THE SOUTHEAST CORNER OF SAID SEQUENCE 20050770762 PARCEL BEARS NORTH 89°13'15" EAST 420.07 FEET;

THENCE NORTH 89°13'15" EAST, UPON THE SOUTH LINE OF SAID SEQUENCE 20050770762 PARCEL, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID ALLEN ROAD, 7.23 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE NORTH 89°13'15" EAST, UPON SAID SOUTH LINE, 302.87 FEET;

THENCE SOUTH 00°47'56" EAST 24.95 FEET;

THENCE SOUTH 88°30'05" WEST 243.20 FEET;

THENCE NORTH 00°30'12" EAST 12.54 FEET;

THENCE NORTH 85°56'13" WEST 47.14 FEET;

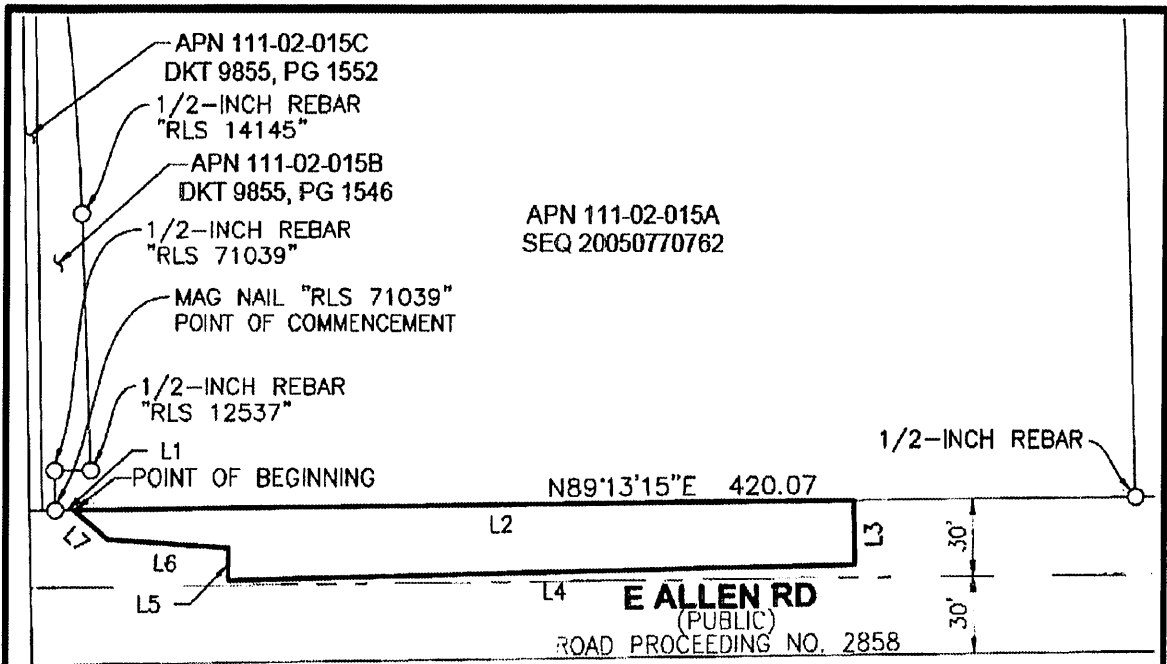
THENCE NORTH 49°18'38" WEST 17.36 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,141 SQUARE FEET OR 0.164 ACRE MORE OR LESS.

\\cp.rickeng.com\projects\T05000\5473_GreenThings_RiverRoad\Survey\Legals\5473-LG01-ALLEN.docx

Revised: 03/02/26 – Exhibit





LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N89° 13' 15"E	7.23'
L2	N89° 13' 15"E	302.87'
L3	S00° 47' 56"E	24.95'
L4	S88° 30' 05"W	243.20'
L5	N00° 30' 12"E	12.54'
L6	N85° 56' 13"W	47.14'
L7	N49° 18' 38"W	17.36'

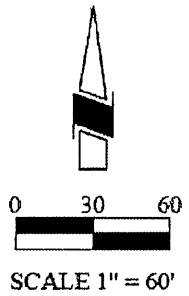


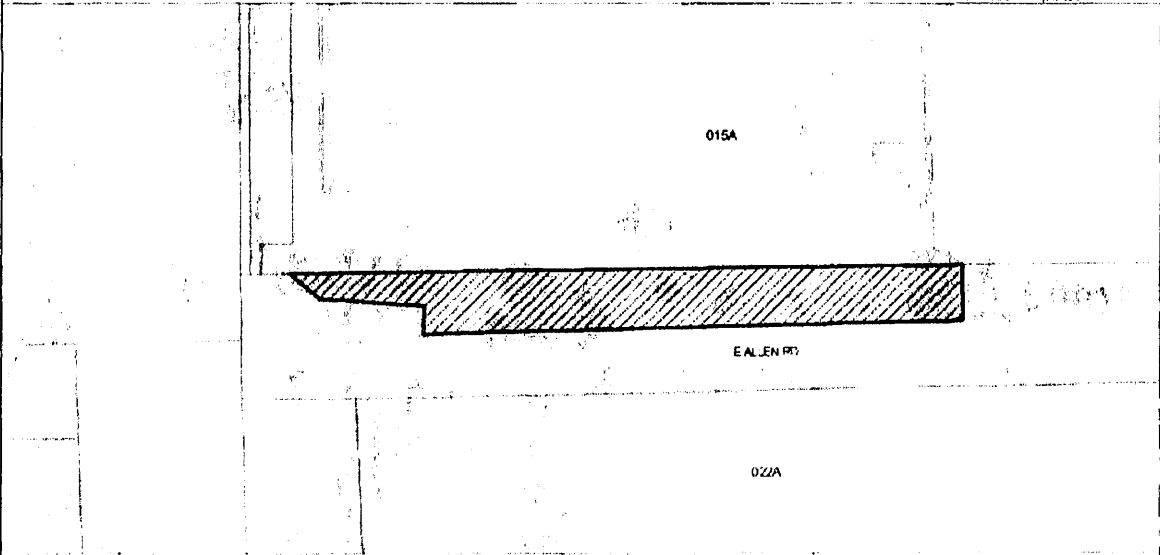
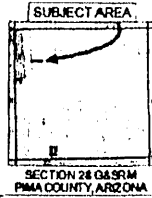
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION, LOCATED
 WITHIN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 13
 SOUTH, RANGE 14 EAST, GILA & SALT RIVER MERIDIAN,
 PIMA COUNTY, ARIZONA.

RICK 3945 E FORT LOWELL RD #111
 TUCSON, AZ 85712
 520-795-1000
 rickengineering.com

C:\RICK\Projects\T05C00\5473_GreenThings_RiverRoad\Survey\Legals\5473-L001

EXHIBIT "A-1"

SECTION 28
TOWNSHIP 13 SOUTH
RANGE 14 EAST



**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

LEGEND

 Subject Property

NOT TO SCALE

DRAWN BY: J VEGA

DATE: MAR 2026

EXHIBIT "B"

E
A
S
T
S
I
D
E

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: CDG
DEPUTY RECORDER
1105 ES1

TLATT
GREEN THINGS INC
3201 E ALLEN RD
TUCSON AZ 85718



DOCKET: 12536
PAGE: 2446
NO. OF PAGES: 2
SEQUENCE: 20050770762
DATE: 04/21/2005
TIME: 16:42
MAIL
AMOUNT PAID \$ 10.00

ESCROW NO.: 02378904 - 045 - M13

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT PER A.R.S. 11-1134 B.6

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
River Road Growers, Inc, an Arizona Corporation
do/does hereby convey to
Green Things Inc., an Arizona corporation
the following real property located in Pima County, ARIZONA:
See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances,
liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons except as aforesaid, subject to the matters set forth above.

Dated: April 19, 2005

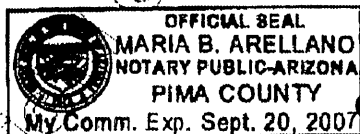
River Road Growers, Inc. an Arizona Corporation

Jan K. Westenberg
BY: Jan K. Westenberg, President

State of Arizona }
County of Pima } SS

This instrument was acknowledged before me this 20th
day of April, 2005

by Jan K. Westenberg, President of River Road Growers Inc. an Arizona Corporation as an act of said corporation



Maria B. Arellano
Notary Public
My commission will expire 09/20/07

EXHIBIT "B" Continued

Exhibit A

The East 660 feet of the South 450 feet of the Northwest Quarter of the Northwest Quarter of Section 28, Township 13 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the South 30 feet thereof for highway; and

EXCEPT the East 235 feet thereof as conveyed by Deed of record in the office of the County Recorder of Pima County, Arizona, in Docket 464 at page 475; and

FURTHER EXCEPT that portion conveyed to Pima County Flood Control District in Deed recorded in Docket 9855 at page 1546.

JV Arb. 389

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