

Temporary Revocable Easement (“TRE”) for Temporary Expansion of Premises Seating/Dining Areas

The City of Tucson, hereinafter called “City” or Grantor, grants to _____, an Arizona corporation, hereinafter called Grantee:

A non-exclusive temporary revocable easement for outdoor expansion of dining and seating area within City right-of-way at (street address) _____ the easement as shown on the sketch attached as EXHIBIT “A” and made a part hereof

together with the right to use the right of way for the purpose of placing said seating area facilities and appurtenances or the removal of same. This Temporary Revocable Easement (“TRE”) is issued subject to the following terms and conditions:

1. The purpose of this easement is solely for the temporary placement of outdoor seating and dining facilities in City right-of-way, in connection with the Grantee's business. The improvements shall be designed to comply with the City's Design Guidelines for Temporary Expansion of Seating and shall be reviewed and approved by the Planning & Development Services Dept. This TRE is intended only to allow the occupancy of the right of way and is in no way a waiver or replacement of any City required regulatory reviews as may apply. Grantee shall obtain all necessary permits prior to the placement of the improvements.

Grantee understands its use of this City property is at all times secondary to the City's interest in a safe public use of right of way, and therefore accepts this TRE use subject to special conditions including but not limited to 24 hour access by the City, its employees and agents to all City facilities including: Streetcar facilities, traffic signaling, street lights, fire control, Tucson Water facilities and all related control equipment, as well as access by Pima County and the various utilities with facilities within the TRE and adjacent area.

This program is designed to meet business needs on an emergency basis during the Covid19 crisis. Grantee further understands that the City may at any time require a change in safety or design standards or even a change in the use footprint to accommodate other uses of its right-of-way. City issuance of this TRE does not “grandfather” any right or privilege granted here upon a subsequent change in regulation or City determination.

2. The term of this Temporary Revocable Easement is initially set at ninety days from issue, unless otherwise revoked by change in direction from City management or as described elsewhere in this agreement. The term of Temporary Revocable Easement may be extended by the City in its sole discretion to accomplish City goals and social distancing recommendations.
3. The granting of said Temporary Revocable Easement by the Grantor for use of the right-of-way is not a representation by the Grantor of either the practicability or safety of the use proposed and shall create no liability upon or cause of action against the Grantor.
4. In addition to the liability imposed by law upon the Grantee's negligence, which liability is not impaired or otherwise affected hereby, the Grantee hereby agrees to defend, indemnify and hold harmless the Grantor, its officers, boards, commissions, employees, volunteers and agents against and from any and all claims, demands, causes of action, complaints, suits, losses, damages (including damage to Grantor's property) injuries and liabilities whatsoever (including those for costs, expenses, and attorney's fees), or any part thereof which arise by reason of injury to any person or persons, including death, or property damage, resulting from any act or omission of the Grantee or anyone directly or indirectly employed by it in the prosecution of any work and maintenance and use of said Temporary Revocable Easement.
5. In addition to the liability insurance requirements set by the City, any contractor doing work for the Grantee in the easement area shall have statutory workers compensation coverage with an Employers liability amount of at least \$1,000,000.

6. For so long as said Temporary Revocable Easement shall be in force and effect, the Grantee shall maintain public liability and bodily injury insurance in the minimum amounts set by the City and shall cause the Grantor to be named as additional insured for all purposes under such insurance. All policies shall include a waiver of subrogation in favor of the Grantor with coverage primary and non-contributory. Grantee shall require that the insurance carrier shall provide the Grantor with a certificate of coverage containing a provision for a 30-day notice of cancellation. Insurance shall be evidenced by providing an ACORD25 Certificate showing the City as additional insured for extension of business operations in City Right-of-Way, completed as attached in Exhibit B hereto. ***This TRE will not be effective until the Acord25 has been delivered to the City.***
7. This Temporary Revocable Easement shall be revocable at will by the Tucson Dept. of Transportation & Mobility. Revocation may also occur for failure to observe all City guidance on social distancing or any safety recommendation. Revocation shall be affected by and be effective upon giving notice to the Grantee at the email address below. The Grantee shall cease use and immediately remove any and all items within, and any improvements and/or materials used therefore from said Temporary Revocable Easement Area, all at no cost to the Grantor, within 3 days following the request by the Grantor to do so, or the Grantor may remove and dispose of and charge the cost to the Grantee, should Grantee fail to effect such removal.
8. The Grantee shall be barred from collecting damages from the Grantor for the loss, removal or destruction of all items or any improvements and/or materials, or for any resulting or residual damage or injury to Grantee's premises or uses thereof occasioned by the removal of said improvements and/or materials.
9. Any proposed construction in the TRE area shall be Blue Staked in accordance with the provisions of State law prior to any construction activities. The Grantee and its assignees or successors will assume full responsibility and cost for any damage to existing utility franchise that may be caused by the installation of encroachments by the Grantee or developer that include, but are not limited to, walls, fences or landscaping within the right of way.
10. If any of the improvements are required to be removed in order for any utility to perform maintenance duties/functions, said removal and any replacement of the aforementioned improvements/materials will be accomplished by Grantee at no cost to the utility or the Grantor.

Terms accepted by:

Non-exclusive TRE issued by

Grantee (Applicant):

Grantor:

City of Tucson, a municipal corporation

COMPANY _____

By (Print name) _____

By: _____

Real Estate Administrator
Dept. of Transportation & Mobility

Signature: _____

Title: _____

Date: _____

Date: _____

Email address for notice: _____

Please complete the following and submit with your site plan and proof of insurance.

Name of Business :	
Contact name / tel :	Tel: ()
Business Address :	
Email Address :	
Landlord name / tel	
Existing TRE here?	
Building Distance to Curb	feet .
Street Furniture (circle all present please)	Hydrant Utility Box Planters Trees Bike Racks Mailbox Backflow Prevention (please show all on plan)
Fire Department Connection ?	YES / NO (show location on plan) .
If proposing use of Roadway:	
Current Parking conditions (circle all present please)	Metered Parking Handicap Parking Fire Zone No Parking Loading Zone (show parking spaces and type on plan)
Traffic barrier type	

For Department of Transportation & Mobility use only
Special conditions:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Business name	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			(minimum limits are listed at right) >>>			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Business operations, outdoor dining area, in City right-of-way for (insert Business name and address)

The City of Tucson is an additional insured for general liability.

CERTIFICATE HOLDER**CANCELLATION**

**City of Tucson
Real Estate Division
P.O.Box 27210
Tucson AZ 85726-7210**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ReOpen Tucson TREs - Emergency Temporary Expansion of Dining/Seating Areas in City Rights-of-Way

The Department of Transportation & Mobility has streamlined the application and review process for light and temporary uses of Right-of-Way by adjacent businesses. It is anticipated the ReOpen Tucson TRE use expansion will last through the current Covid19 crisis and terminate by the end of calendar 2020. With the end of the program business may make application for more formal, traditional café dining TREs.

Proposals for the temporary business use of public sidewalks or parking spaces will be processed without an application fee nor a rental fee during this emergency program. Approvals require a plan that meets the following standards:

- A pedestrian pathway meeting ADA standards is maintained along the frontage of the business with a minimum unobstructed width of six feet. The Department will review the location of pinch points such as streetlight poles, traffic control boxes, hydrants, planters and other street furniture and the actual local pedestrian traffic load when considering a reduction in the standard for a proposal.
- The Pedestrian Pathway and Business Use Area are dimensioned on the plan. Use of Right-of-Way beyond the existing curb will require ramps to provide ADA pedestrian access.
- Utility boxes in the sidewalk and hydrants and Fire Department Connection points are identified on the plan and adequate access is maintained to these at all times.
- Any proposals for use of parking spaces within the roadway require showing that pedestrians and customers are properly sheltered from vehicular traffic.
- Handicap parking, fire and loading zones in the roadway are maintained.
- Adequate space for loading/deliveries to adjacent businesses is provided.
- Design of the proposal provides for safe distancing and does not allow for use of the remaining pedestrian path as a waiting area for the business use.
- Any design proposal requiring penetration of the sidewalk surface will require prior blue staking for utilities and a right-of-way use permit.
- Provision of an ACORD25 Certificate of Insurance listing the City as additional insured.
- Business owner will execute a standard form ReOpen Tucson TRE Agreement

Please upload an executed TRE agreement and Certificate of Insurance with your application