



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: October 20, 2015

**Title:** Right of Way Easement to Tucson Electric Power ("TEP")

**Introduction/Background:**

TEP has an existing 10' wide easement across Pima County Flood Control District owned property (tax parcels 205-90-0030 & 205-90-004B) located west of Leon Ranch Road, partially in the floodway and channel of the Pantano Wash, lying within Section 33, Township 15 South, Range 16 East, G&SRM, Pima County, Arizona. TEP must replace existing distribution poles located on these parcels and requires an additional 6' wide easement area to accommodate the installation and maintenance.

**Discussion:**

TEP must replace distribution poles currently located within an existing 10' wide easement across Pima County Flood Control District owned property (tax parcels 205-90-0030 & 004B). This easement was recorded on 4/11/68 in DK 3221/PG 413, in the Pima County Recorder's office, Pima County, Arizona. The new distribution poles will encompass a slightly larger area. In order to accommodate the installation and maintenance of these poles, TEP has requested Pima County Flood Control District convey an additional 6' wide easement.

**Conclusion:**

This request has been reviewed by appropriate County staff and they agree to granting the 6' wide easement area to accommodate the installation and maintenance of the distribution poles.

**Recommendation:**

Staff recommends that the Pima County Board of Directors approve and the Chair execute the Right of Way Easement.

**Fiscal Impact:**

Pima County Flood Control District will receive \$700 in revenue for the easement and will be reimbursed the \$900 appraisal fee.

**Board of Supervisor District:**

1       2       3       4       5       All

Department: Public Works Real Property Services      Telephone: 724-6713

Department Director Signature/Date: *[Signature]*      9-25-15

Deputy County Administrator Signature/Date: *[Signature]*      9/28/15

*for* County Administrator Signature/Date: *[Signature]*      9/28/15

## RIGHT OF WAY EASEMENT

**PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona**

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities, in, over, under, across and along that certain real property described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the above-described easement which would impair the repair, maintenance or removal of any or all of the facilities. All systems, including electrical and communication installed by Grantee in and upon the above-described easement and right of way, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with said systems, and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during construction of the initial facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the herein-granted easement and right of way, said strip to be in whole or in part on each side of said easement and right of way, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundary of the above-described easement and right of way after approved final grade is established and meets Grantee's construction standards. Subsequent to the construction, the ground surface shall not be penetrated to a depth in excess of 12 inches by any tool or implement, without having the underground facilities located and taking all necessary precautions to protect them. If subsequent to construction, Grantor changes the grade in such a way as to require relocation of the facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the above-described real property which is the subject of this easement and right of way. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant said easement and right of way, subject to all matters apparent or of record.

Attached "Addendum to Easement" incorporated by reference.

In consideration of the mutual terms, covenants and conditions herein contained, this easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

GRANTOR: Pima County Flood Control District, a political taxing subdivision of the State of Arizona

\_\_\_\_\_  
Clerk of the Board of Directors

By: \_\_\_\_\_  
Chair, Board of Directors

STATE OF ARIZONA )  
                                  ) §  
COUNTY OF PIMA    )

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as Chair of the Board of Directors of the Pima County Flood Control District, a political taxing subdivision of the State of Arizona.

\_\_\_\_\_  
Notary Public

## **Addendum to Easement**

**Relocation of Facilities.** Grantor may require Grantee to remove or relocate all or any portion of the Facilities as is necessary to accommodate Grantor's actual or proposed public use of the Property that is incompatible or inconsistent with this Easement. Upon sixty (60) days' written notice from Grantor to Grantee, Grantee will promptly remove, relocate or abandon in place all or any portion of the Facilities as specified in the notice at Grantee's sole expense and to the satisfaction of Grantor. Grantee waives any claim to compensation or reimbursement from Grantor for any removal, relocation or abandonment costs. If Grantee fails to relocate, remove or abandon in place all or any portion of the Facilities within ninety (90) days following written notice from Grantor to do so, Grantor may remove or relocate the Facilities. In that event, Grantee will reimburse Grantor for all costs that Grantor incurs in said removal or relocation within sixty (60) days of receipt of an invoice from Grantor.

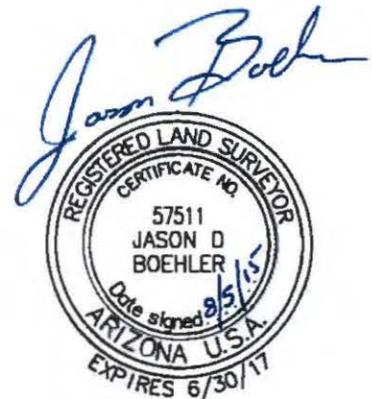
**Cultural Resources Compliance.** Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, its employees, contractors and agents shall comply with all applicable federal, state and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to and during any ground disturbance within the Easement area. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction and when implementing cultural resource compliance activities. Grantee is solely responsible for all costs related to cultural resource compliance activities arising from Grantee's activities within the Easement area.

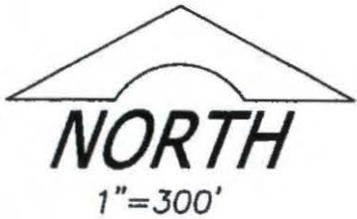
**Indemnity.** Grantee shall indemnify, defend and hold harmless from any and all present or future claims, demands and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee's agents, employees or contractors in connection with Grantee's use of the Easement area.

**EXHIBIT 'A'**

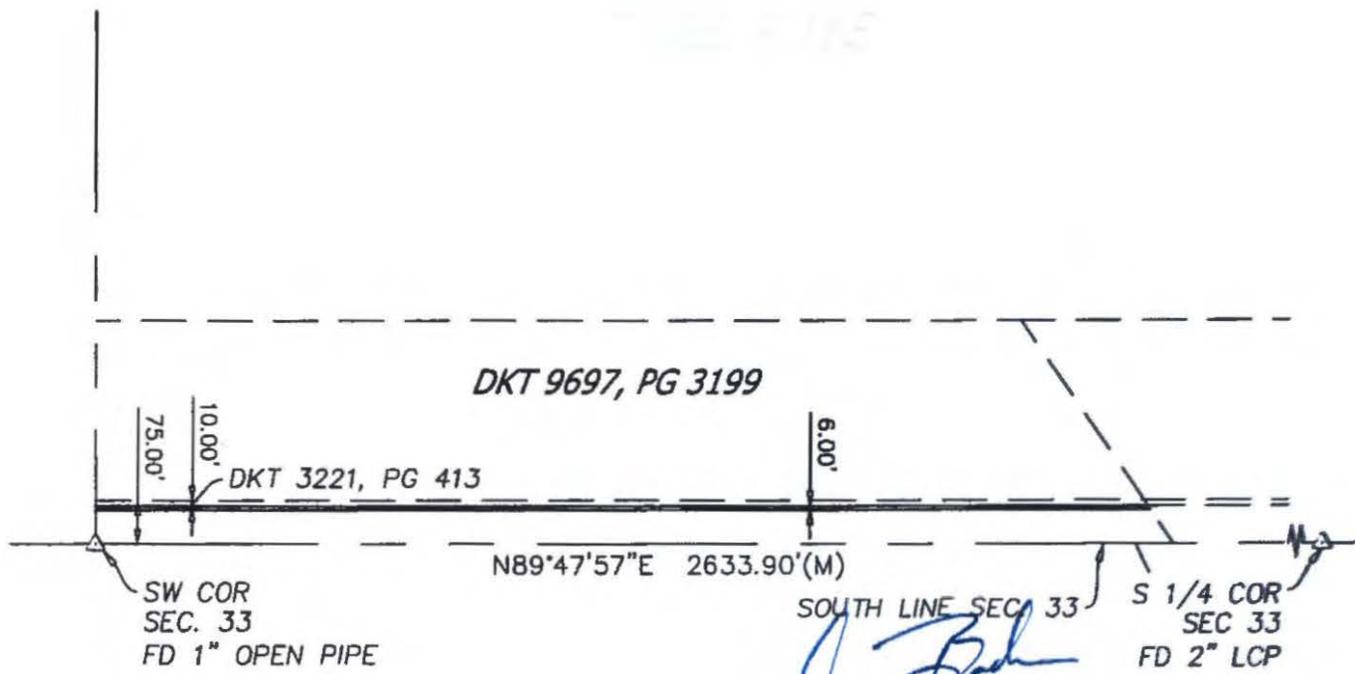
The South 6.00 feet of the North 16.00 feet of the South 75.00 feet of that portion of land described in Docket 9697 at Page 3199 as recorded in the Office of the Recorder, Pima County, Arizona, lying within the Southwest Quarter of Section 33, Township 15 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona, the north line of the said 6.00 feet, being coincident with the south line of that particular 10.00 foot strip described and recorded in Docket 3221 at Page 413 in the said Office of the Recorder, Pima County Arizona.

The above described strip of land contain 10,790 square feet, more or less.





△ = FOUND MONUMENT AS DESCRIBED



TOTAL AREA  
10,790 SQ. FT.

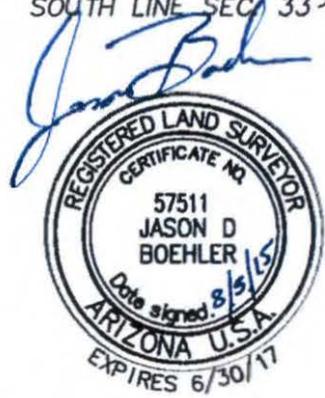


EXHIBIT 'A'	
T15S R16E	
SECTION	2
OF	2
<b>Tucson Electric Power Company</b> TUCSON, ARIZONA <b>EASEMENT</b> <small>WITHIN</small> DKT 9697 AT PAGE 3199 SEC. 33, T-15-S, R-16-E, G&SRM PIMA COUNTY, ARIZONA	
TEP TITLE:	DATE 07/15 DATE DATE DATE
SCALE 1" = 250' J.D.B. DATE	DATE DATE DATE DATE