



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: January 5, 2016

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

**Introduction/Background:**

TEP has requested an easement across Pima County Flood Control District (the "District") owned property (tax parcel 205-90-0030) located north and east of Mary Ann Cleveland Way and Rincon Knolls Loop, lying within Section 33, Township 15 South, Range 16 East, G&SRM, Pima County, Arizona. TEP must have the easement to provide electrical service to a new subdivision, The Vistas at Rincon Knolls.

**Discussion:**

TEP must provide electrical service to a new subdivision, The Vistas at Rincon Knolls. TEP has determined the most efficient way to provide this new service is to cross District owned property.

**Conclusion:**

This request has been reviewed by appropriate County staff and they agree to granting the easement.

**Recommendation:**

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

**Fiscal Impact:**

The District will receive \$1,000, which includes \$100 in revenue for the easement and \$900 in reimbursement for the 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] 12-2-2015

Deputy County Administrator Signature/Date: [Signature] 12/7/15

County Administrator Signature/Date: [Signature] 12/10/15

# RIGHT OF WAY EASEMENT

**PIMA COUNTY FLOOD CONTROL DISTRICT, a political 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 \_\_\_\_\_, 2016.

ATTEST:

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

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

By: \_\_\_\_\_  
Chair of the Pima County Board of Supervisors

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF ARIZONA )  
                                  ) §  
COUNTY OF PIMA    )

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Chair of the Board of Directors of the Pima County Flood Control District, a political subdivision of the State of Arizona.

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

## **Addendum to Easement**

**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 Grantor 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.

**County Ordinances Compliance.** Grantee shall be subject to all County ordinances now in force or hereafter adopted. Grantee shall use and operate its Facilities within the Easement Area in accordance with all regulations applicable to the use of public rights-of-way. Grantee agrees that it will not assert any claim against the County that the provisions of this easement or any applicable County ordinance or regulation in force at the time of execution of this easement are unreasonable, arbitrary or void.

**Relocation of Facilities.** If subsequent to construction, Grantor, pursuant to Grantor's public use of the Easement Area, would require relocation of the facilities, Grantor may require Grantee to relocate all or any portion of the Facilities on Grantor's Property as is necessary to accommodate Grantor's actual or proposed public use of the Easement Area that is incompatible or inconsistent with this Easement. In such event Grantor shall give written notice to Grantee of such public use, and Grantee will relocate all or any portion of the Facilities as specified in the notice as expeditiously as possible, but no later than 120 days after receipt of the notice. Grantor shall make all reasonable effort to allow an easement on Grantor's property at no cost to Grantee. Facility relocation costs shall be at Grantee's sole expense and to the satisfaction of Grantor; provided that there shall be no additional cost to Grantee for the value of the new easement area. Grantee waives any claim to compensation or reimbursement from Grantor for any relocation costs. If Grantee fails to relocate the Facilities as provided herein, Grantee shall be responsible for delay costs as provided in Pima County Ordinance 10.50.060.

**Arrow Land Survey, Inc.**  
3121 E. Kleindale Road  
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

**LEGAL DESCRIPTION**  
**JOB NO. 02098**

**July 7, 2008**

**ELECTRIC EASEMENT**

A 10.00 foot easement for electric situated in the southwest quarter of Section 33, Township 15 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**Commencing at a 1 ½" Open Pipe monumenting the southwest corner of said Section 33;**

**Thence North 89°55'43" East, upon the south line of said Section 33, a distance of 45.94 feet to the POINT OF BEGINNING;**

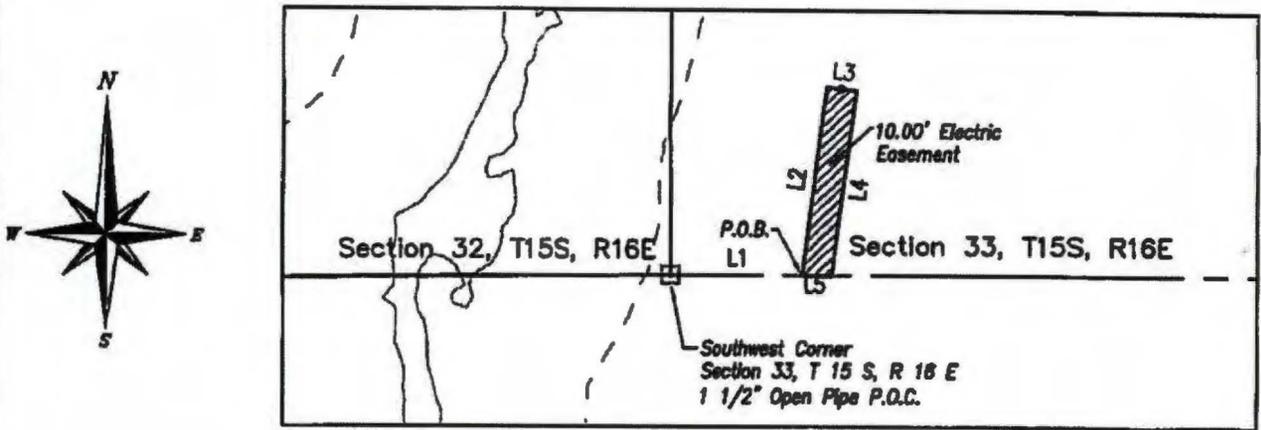
**Thence North 06°57'27" East 66.86 feet;**

**Thence South 83°02'12" East 10.00 feet;**

**Thence South 06°57'27" West 65.63 feet to the south line of said Section 33;**

**Thence South 89°55'43" West, upon said line, 10.08 feet POINT OF BEGINNING.**





LINE	BEARING	DISTANCE
L1	N 89°55'43" E	45.94'
L2	N 06°57'27" E	66.86'
L3	S 83°02'12" E	10.00'
L4	S 06°57'27" W	65.63'
L5	S 89°55'43" W	10.08'



Electric Easement

A Portion of Section 33, Township 15 South,  
Range 16 East, Gila and Salt River Meridian,  
Pima County, Arizona

**Arrow Land Survey, Inc.**

3121 E. KLEINDALE RD. PHONE(520)881-2155  
TUCSON, AZ. 85718 FAX(520)881-2466

LAND SURVEYING  
CONSTRUCTION STAKING