



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: August 17, 2015

Title: Grant of Communications Easement to Qwest Corporation d/b/a Century Link QC ("Century Link")

Introduction/Background:

Century Link has an existing easement for communications equipment on Pima County owned property (tax parcel 221-17-054B) located near Cortaro Farms Road and Star Grass Drive, lying within Section 25, Township 12 South, Range 12 East, G&SRM, Pima County, Arizona. Century Link requests to add, at no cost, to the easement area allowing for the installation of additional communications equipment.

Discussion:

Century Link has an easement from Pima County recorded 6/24/85 in DK 7561/PG 580 which allowed them to install communications equipment on Pima County owned parcel 221-17-054B. Pima County later installed a sidewalk encroaching partially within the easement area. Century Link plans to install additional communications equipment within the existing easement, but due to the sidewalk, there is not enough space.

Conclusion:

This request has been reviewed by appropriate County staff and they agreed to granting additional area to the easement. County staff also recommends the easement should be granted at no cost to Century Link. If approved, Century Link will release the original easement recorded in DK 7561/PG 580 and it will be replaced with the new Easement containing enough space to accommodate the installation of the equipment.

Recommendation:

Staff recommends that the Pima County Board of Supervisors approve and the Chair execute the Easement at no cost.

Fiscal Impact:

No revenue will be received, but Pima County will have fulfilled any obligation as to the original Easement grant.

Board of Supervisor District:

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ All

Department: Public Works Real Property Services

Telephone: 724-6713

Department Director Signature/Date: *[Signature]* 7-22-2015

Deputy County Administrator Signature/Date: *[Signature]* 7/23/05

County Administrator Signature/Date: *C. R. [Signature]* 7/24/15

Return to CenturyLink
Attn: Gladys Zeilstra
135 W. Orion St., 1st floor
Tempe, AZ 85283

RECORDING INFORMATION ABOVE
EASEMENT AGREEMENT

E.714280

The undersigned ("Grantor") for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **QWEST CORPORATION D/B/A CENTURY LINK QC**, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, Attn: Network Vice President, and its successors, assigns, affiliates, lessees, licensees, and agents, an easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities, electrical facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Pima, State of Arizona, which Grantor owns ("Easement Area"):

An easement which is described in its entirety on EXHIBIT "A" and "B" which is attached hereto and by this reference made a part hereof.

Grantor further conveys to Grantee the right of ingress and egress over and across Grantor's lands to and from the Easement Area and the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities or those not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area and that Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area or to the ground immediately adjacent to the Easement Area.

Grantee shall be solely responsible for the installation, operation, maintenance and repair of all facilities.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

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R/W# _____

Initials _____

RECORDING INFORMATION ABOVE

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 the Easement. Upon sixty (60) day's 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 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 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 with Grantee's use of the Easement area.

RECORDING INFORMATION ABOVE

In witness hereof, the Grantor has executed these presents this ____ day of _____, 2015.

ATTEST:

GRANTOR: PIMA COUNTY, a political
Subdivision of the State of Arizona

Robin Brigode, Clerk of the Board

By: _____
Sharon Bronson, Chair of the Pima
County Board of Supervisors

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

This instrument was acknowledged before me the undersigned authority on this ____ day of _____, 2015, by Sharon Bronson as Chair of the Pima County Board of Supervisors.

Notary Public

My commission expires:

Exhibit A
Legal Description

A communications easement over a portion of the Detention Basin dedicated to Pima County by Sunset Pointe according to the plat recorded in Book 38 of Maps and Plats at Page 23, Pima County, Arizona, described as follows:

BEGINNING at the southeast corner of said Detention Basin;

Thence South 89°38'52" West, upon the south line of said parcel, a distance of 20.00 feet;

Thence North 00°21'08" West a distance of 10.00 feet;

Thence North 89°38'52" East a distance of 16.00 feet;

Thence South 00°21'08" East a distance of 6.00 feet;

Thence North 89°38'52" East a distance of 3.98 feet to the east line of said Detention Basin;

Thence South 00°34'15" East, upon said line, a distance of 4.00 feet to the **POINT OF BEGINNING**.

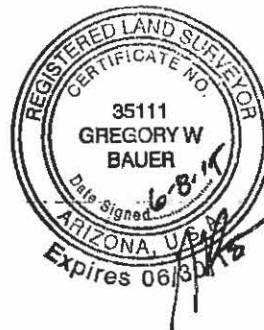


Exhibit "B"

