



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: November 21, 2017

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Tucson Electric Power Company, an Arizona public service corporation.

***Project Title/Description:**

Agreement between Pima County, Regional Flood Control District (RFCD) and Tucson Electric Power Company (TEP) for Relocation of Sunset Road Utility Line
File E-0001

***Purpose:**

In order to satisfy its obligations under a license agreement with CalPortland Company and CPC Southwest Materials, RFCD desires that TEP remove and relocate existing facilities from the former Sunset Road right-of-way to an easement along new Sunset Road right-of-way (with a portion of the facilities in the new Sunset Road right-of-way).

***Procurement Method:**

EXEMPT PURSUANT TO PIMA COUNTY CODE 11.04.020

***Program Goals/Predicted Outcomes:**

TEP is relocating electric facilities from the recently abandoned Old Sunset Road right-of-way at the request of PCFCD. TEP claimed that its rights to maintain facilities pre-date the establishment as a Pima County highway. In order to fulfill its obligations to CalPortland and CPC Southwest Materials, and to resolve TEP's claim of prior rights, under this agreement RFCD will compensate TEP for the reasonable, actual cost of relocation estimated to be \$641,792.00 and grant TEP a new easement in which to locate the relocated facilities. Additionally, the County will grant TEP a 10-year indemnification of any relocation costs as to the portion of the new facilities within the new right-of-way. As part of the Agreement, TEP has agreed to release its easement interests in the Old Sunset Road right-of-way to RFCD.

***Public Benefit:**

Electric facilities will be available to service needs in the area. RFCD will receive a release of property rights encumbering the property.

***Metrics Available to Measure Performance:**

The terms and conditions of the Agreement will provide for timely relocation of electric facilities.

***Retroactive:**

No

To: CoB. 11-3-17
Ver. - 1
pgs. - 35

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18*121

Effective Date: 11/21/2017 Termination Date: 11/20/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 641,792.00 Revenue Amount: \$ _____

***Funding Source(s) required:** RFCU Unit 4019/Fund 4019 CFC.5CORZN

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?** _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Tim Murphy

Department: RPS

Telephone: 724-6379

Department Director Signature/Date: [Signature] 10/24/17

Deputy County Administrator Signature/Date: [Signature] 10/30/17

County Administrator Signature/Date: [Signature] 10/30/17

(Required for Board Agenda/Addendum Items)

Contract No: CT-PW-18-12 Amendment No: _____

This number must appear on all correspondence and documents pertaining to this contract

AGREEMENT AMONG PIMA COUNTY,
PIMA COUNTY FLOOD CONTROL DISTRICT,
AND TUCSON ELECTRIC POWER
FOR RELOCATION OF SUNSET RD. UTILITY LINE

This Agreement is among Pima County, a political subdivision of the State of Arizona ("County"), Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("District") and Tucson Electric Power Company, an Arizona public service corporation ("TEP").

Recitals

- A. District owns the real property described and depicted in the attached **Exhibit A** ("the Property").
- B. Right-of-way for former Sunset Road runs between two portions of the Property, as described and depicted on the attached **Exhibit B** ("Former Sunset ROW").
- C. Pima County has constructed an extension of Sunset Road, in a new location south of the Former Sunset ROW, as depicted on attached **Exhibit C** ("New Sunset ROW").
- D. TEP has maintained electrical facilities in the Former Sunset ROW ("Existing Facilities"), and has asserted that its right to install and maintain electrical facilities in the Former Sunset ROW pre-dates its establishment as a Pima County highway. TEP has also asserted easement rights to maintain electrical facilities in other locations on the Property.
- E. As part of its acquisition of the Property, District agreed to allow the seller of the Property to excavate material from the Property and the Former Sunset ROW.
- F. In order to fulfill its obligations to the seller of the Property, District desires that TEP remove the Existing Facilities and construct comparable facilities in the New Sunset ROW ("New Facilities"), and also that TEP release all easement rights in the Property.
- G. TEP staff previously provided County staff with an index dated August 19, 2017 ("Prior Rights Document") listing purported easement interests in favor of TEP within the Former Sunset ROW.
- H. TEP asserts that it is not legally obligated to relocate its facilities in the absence of compensation for relocation cost and easement rights in the new location.
- I. District is willing to compensate TEP for the reasonable, actual cost of relocation (currently estimated to be \$641,792.00), and grant to TEP an easement on the Property in which to locate the New Facilities. County is willing to provide a 10-year indemnification to TEP for the portion of the New Facilities that will be located within the New Sunset ROW along the new Sunset bridge.

Agreement

1. **Scope.** This project generally consists of the removal of the Existing Facilities and construction of comparable New Facilities (“the Work”) partially within an easement to be granted under this Agreement and partially within the New Sunset ROW. The New Facilities will be located generally adjacent to and on the north side of the New Sunset ROW, except in the area of the new Sunset bridge, at which point the New Facilities will be located within the New Sunset ROW.

2. **Term.** This Agreement becomes effective upon approval and execution of this Agreement by all Parties and, unless earlier terminated as authorized in this Section 2, continues in effect until the Work has been completed, accepted, and all other obligations set forth in this Agreement have been fully satisfied, including, but not limited to, District conveying to TEP the easement under this Agreement and making final payment to TEP. County or District may terminate this Agreement for material breach by TEP, and TEP may terminate this Agreement for material breach by County or District. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the Party alleging default of the nature of the alleged default. The Party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the Party alleging default may terminate this Agreement. Any such termination shall not relieve a Party from liabilities or costs already incurred under this Agreement.

3. **TEP Responsibilities.** TEP will:
 - 3.1. Prepare engineering drawings and construction specifications (“Documents”) detailing the Work and will allow County a reasonable opportunity to review and comment on the Documents.

 - 3.2. Construct the Work in accordance with the Documents and with applicable County regulations. Provided, however, that the Work and the Documents may be revised in response to permitting, clearance or other technical issues that arise during the course of the Work’s performance.

 - 3.3. Comply with all applicable federal, state, and local laws, rules, and regulations, including Arizona’s “Blue Stake” Laws (A.R.S. Title 40, Chapter 2, Article 6.3).

 - 3.4. Obtain all necessary permits for the Work, including right-of-way use permits for work in County right-of-way.

 - 3.5. Remove its Existing Facilities and leave the Former Sunset ROW in a clean and graded condition.

- 3.6. Execute Release of Easement, in the form attached as **Exhibit D**, as to any easement in favor of TEP that substantially burdens any portion of the Property east of the Santa Cruz River or the Former Sunset ROW.
 - 3.7. By executing this Agreement, acknowledge that, other than the easements released as required by Section 3.6 of this Agreement, no other easement (including any listed in the Prior Rights Document but not included in the Release of Easement) in favor of TEP substantially burdens any portion of the Property east of the Santa Cruz River or the Former Sunset ROW.
 - 3.8. Within 60 days after completing the Work, invoice District for the reasonable, actual cost of the Work. In the event that District does not approve the invoice submitted under Section 4.1, TEP shall have the right to re-submit an invoice for the reasonable actual costs of the Work.
4. **District Responsibilities.** District will:
- 4.1. Within 60 days after receiving an invoice submitted by TEP under Section 3.7, review and either approve the invoice or respond to TEP with an explanation of why it cannot be approved.
 - 4.2. Within 180 days after approving TEP's invoice, pay to TEP, in a single lump sum, the reasonable, actual cost of the Work.
 - 4.3. Permit TEP to enter the Property for purposes of construction activities in connection with the Work.
 - 4.4. After completion of the Work, convey to TEP a permanent easement in the form attached as **Exhibit E**.
5. **County Indemnification.** By executing this Agreement, County hereby agrees that, if, at any time within ten (10) years after completion of construction activities associated with the New Sunset ROW, County requests that TEP relocate any portion of the New Facilities within the New Sunset ROW, County will pay the reasonable, actual cost of that relocation. This paragraph survives termination of this Agreement.
6. **TEP Indemnification.** TEP agrees to indemnify, defend, and hold harmless County and District, their officers, directors, employees and agents from and against all liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of any TEP contractor or any subcontractor employed by TEP or TEP's contractors in connection with the Work, and agrees to require in writing a limitation of liability provision substantially similar to the "Limitation of Liability" section set forth below.
7. **Limitation of Liability.** Neither Party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused, and regardless of legal theory or foreseeability, directly or indirectly arising under any

of the documents and agreements associated with the Work, even if such Party has been apprised of the possibility of the damages. Notwithstanding the foregoing, there shall be no limitation on a Party's liability to the other for any fines or penalties imposed on the other Party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of such failing Party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

8. **Dispute Resolution.** In the event of any dispute arising between either District or County and TEP regarding any part of this Agreement or the Parties' obligations or performance there under, any Party may initiate these dispute resolution procedures. A dispute will be deemed to be moot if a dispute resolution process is not initiated by a Party within ten (10) working days of that Party's written notification to the other that a dispute exists. The Parties shall continue performance of their respective obligations hereunder notwithstanding the existence of a dispute.

8.1. *Informal Dispute Resolution.* Any Party may, within ten (10) working days of a Party's written notification that a dispute exists, request in writing a special meeting for the resolution of any dispute arising out of any term or condition of this Agreement or the performance or lack of performance thereof. Such meeting shall be held within three (3) working days of the date of the written request at a mutually agreed location. Each request must specify in reasonable detail the nature of the dispute and the recommended remedy. The Parties' authorized representatives must participate in the dispute resolution process, along with any other person or party who a Party considers to be essential to the resolution of the dispute and who agrees to participate in the informal dispute resolution. The authorized representatives for the Parties shall be individuals which have the authority to settle the dispute and shall act in good faith to resolve the dispute at the informal level.

8.2. *Mediation.* If a dispute has not been resolved within five (5) working days after the special meeting is held, the designated representatives may hold an additional special meeting or a Party may declare an impasse. If an impasse is declared, the Parties shall select a mutually agreed Mediator experienced in design and construction matters to facilitate a resolution of the dispute. The Parties shall share equally the cost of the selected Mediator. Each party shall provide the Mediator a written summary of the dispute within five (5) working days of the Mediator's selection. The Mediator shall schedule the time and place for a meeting with the Parties within five (5) working days after receipt of dispute summaries from the Parties. The Parties may review the Work site and any relevant documents with the Mediator prior to the scheduled meeting. The authorized representatives for the Parties shall be individuals with the authority to settle the dispute and shall act in good faith to resolve the dispute. No minutes shall be kept with respect to any Mediation proceedings, and the comments and/or findings of the Mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of any Party. The entire Mediation process shall be completed within twenty (20) working days of the date of the special meeting unless the Parties agree otherwise in writing. If the dispute is settled through the Mediation process, the decision will be implemented by written agreement signed by the Parties.

8.3. *Litigation.* If a dispute cannot be resolved pursuant to the informal settlement procedures set forth above, or if the Parties are unable to agree upon a Mediator at the Mediation stage, the dispute may be submitted to the appropriate court of jurisdiction within the State of Arizona. Notwithstanding any other provision contained in this Agreement, a Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

9. Insurance.

9.1. The Parties acknowledge that they are self-insured or maintain a sufficient level of insurance coverage and ancillary insurance coverage to satisfy their respective liabilities and obligations under this Agreement. The Parties shall at all times during the term of this Agreement maintain adequate insurance coverage or adequately self-insure to cover the full amount of their material and financial responsibility under this Agreement.

9.2. TEP shall require its contractors for the Work to procure and maintain insurance coverage for the term of this Agreement.

10. **Records and Audits.** TEP will maintain complete and accurate records with respect to the Work, invoicing, and payment. The records will, to the extent applicable, be kept in accordance with generally accepted accounting principles and will be kept for a period of three (3) years after termination of the Agreement. County or its designee may audit, copy, and inspect the records and accounts at all reasonable times during this period.

11. **Notices.** Notices required under the Agreement will be sent to the addresses below, as revised by the Parties from time to time by written notice. Notice will be deemed given (i) on the first day after deposit with an overnight courier, charges prepaid (ii) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested and (iii) as of the day of receipt, if hand-delivered.

TEP

Tucson Electric Power Co.
Attn: Corporate Secretary
88 E. Broadway Blvd.
Tucson, AZ 85701

County

Pima County Department of Transportation
Attn: Ana Olivares, P.E., Interim Director
201 N. Stone Avenue, 4th Floor
Tucson, AZ 85701

District

Pima County Flood Control District
Attn: Suzanne Shields, P.E., Director and Chief Engineer

201 N. Stone Avenue, 9th Floor
Tucson, AZ 85701

12. **No Waiver of Rights.** Except as expressly provided in this Agreement, by entering into this Agreement, no Party waives any rights it may have under law with respect to this Agreement or future projects. Each Party expressly reserves any such rights. TEP's agreement to perform the Work pursuant to this Agreement shall not be construed as agreement to participate in any future projects.

13. Miscellaneous.

13.1. *Entire Agreement.* This Agreement, including all exhibits, contains the entire agreement among the Parties and supersedes all prior oral or written agreements with respect to the subject matter hereof.

13.2. *No Joint Venture.* This Agreement does not create a partnership, joint venture or similar relationship between the Parties, and no Party will have the power to obligate the other in any manner whatsoever. TEP and any contractor used for the Work are independent contractors and not agents or employees of County or District. TEP and any contractor used for the Work are solely responsible for providing workers' compensation, unemployment, disability insurance, and social security withholding for their employees and agents and will comply with all other federal, state and local, rules and regulations.

13.3. *No Assignment Without Consent.* No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent will not be unreasonably withheld, except that a Party may assign the Agreement without the consent of the other Parties (i) in connection with the sale of all or substantially all of its assets; (ii) to the surviving entity in any merger or consolidation; (iii) to an entity that it controls, is controlled by, or is commonly controlled by that Party; or (iv) to satisfy a regulatory requirement imposed by a governmental body with appropriate authority.

13.4. *Uncontrollable Forces.* No Party is liable to any other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its control, including permitting and governmental approvals.

13.5. *Arizona Law Applies.* This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Arizona, without reference to its conflicts of laws principles.

13.6. *Successors.* The terms, covenants and conditions contained in this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

13.7. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

- 13.8. *Warranty of Authority.* Each Party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.
- 13.9. *Intellectual Property.* No Party will use any other Party's name, mark, code, drawing or specification in any advertising, press release, promotional effort or public announcement of any kind without the prior written permission of that Party.
- 13.10. *No Waiver.* Any waiver by either Party of a breach of any provision of the Agreement will not operate as or be construed to be a waiver of any other breach of that or any other provision of the Agreement. Any waiver must be in writing. Failure by any Party to insist upon strict adherence to any provision of the Agreement on one or more occasions will not deprive such Party of the right to insist upon strict adherence to that or any other provision of the Agreement.
- 13.11. *Amendments.* Any modifications or amendments to this Agreement must be in writing and signed by all Parties.
- 13.12. *Severability.* The determination that any provision of this Agreement is invalid, illegal, or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated.
- 13.13. *Headings.* Headings in this Agreement are included for convenience only and will not affect the meaning or interpretation of this Agreement.
- 13.14. *Conflict of Interest.* This Agreement is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PIMA COUNTY:

TUCSON ELECTRIC POWER CO.:

Chair, Board of Supervisors

Susan Gray
Authorized Signature

Date

Susan Gray
Print name

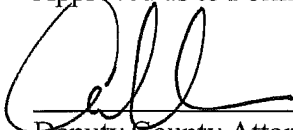
ATTEST:

VP Energy Delivery
Title

Clerk of the Board

10/12/17
Date

Approved as to Form:

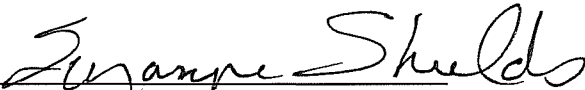


Deputy County Attorney
ANDREW FLAGG

Approved as to Content:



Ana Olivares, P.E., Interim Director
Pima County Department of Transportation



Suzanne Shields, P.E., Director and Chief Engineer
Pima County Flood Control District

ATTEST:

Clerk of the Board of Directors
of Pima County Flood Control
District

Chair, Pima County Flood Control District
Board of Directors

EXHIBIT A
LEGAL DESCRIPTION PCFCD PROPERTY

PARCEL NO. 1:

SOUTH PARCEL

ALL THAT PORTION OF SECTION 17 AND SECTION 18, TOWNSHIP 13 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE SOUTH 00 DEGREES 43 MINUTES 18 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SUNSET ROAD AS RECORDED IN BOOK 3, PAGE 39 OF ROAD MAPS IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER; SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 48 MINUTES 13 SECONDS EAST, A DISTANCE OF 814.81 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.76 FEET;

THENCE SOUTH 78 DEGREES 34 MINUTES 20 SECONDS EAST, A DISTANCE OF 395.44 FEET TO A POINT IN THE WEST RIGHT-OF-WAY OF INTERSTATE 10 AS IT NOW EXISTS (JULY, 1997);

THENCE SOUTH 30 DEGREES 03 MINUTES 04 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 233.43 FEET; SAID POINT BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE CONTINUE SOUTH 30 DEGREES 03 MINUTES 04 SECONDS EAST, A DISTANCE OF 591.00 FEET;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 32 DEGREES 23 MINUTES 05 SECONDS EAST, A DISTANCE OF 1354.22 FEET TO A POINT OF CURVATURE;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 23018.31 FEET, A CENTRAL ANGLE OF 01 DEGREES 14 MINUTES 49 SECONDS AN ARC DISTANCE OF 500.92 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE SOUTH 00 DEGREES 49 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 239.33 FEET TO THE CENTER OF SAID SECTION 17; SAID POINT ALSO BEING ON THE NORTH LINE OF A STRIP OF LAND (NKA) CURTIS ROAD CONVEYED PIMA COUNTY BY DEED RECORDED IN DOCKET 3688 AT PAGE 855 IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER;

THENCE SOUTH 89 DEGREES 54 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, A DISTANCE OF 1320.67 FEET TO THE SOUTHEAST CORNER OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 40 SECONDS WEST, A DISTANCE OF 1320.67 FEET TO THE COMMON QUARTER SECTION CORNER OF SAID SECTION 17 AND SECTION 18;

THENCE NORTH 00 DEGREES 42 MINUTES 59 SECONDS EAST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 1316.39 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE

NORTHWEST QUARTER OF SAID SECTION 17;

THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1325.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;

THENCE NORTH 89 DEGREES 52 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 170.15 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SILVERBELL ROAD AS RECORDED IN BOOK 3 AT PAGE(S) 9 AND 10 OF ROAD MAPS IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER;

THENCE NORTH 19 DEGREES 15 MINUTES 29 SECONDS WEST ALONG AFORESAID EAST RIGHT-OF-WAY, A DISTANCE OF 710.46 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2894.79 FEET, CENTRAL ANGLE OF 06 DEGREES 39 MINUTES 32 SECONDS, AN ARC DISTANCE OF 336.43 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25 DEGREES 55 MINUTES 01 SECONDS WEST, A DISTANCE OF 284.57 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1462.40 FEET, A CENTRAL ANGLE OF 02 DEGREES 19 MINUTES 11 SECONDS, AN ARC DISTANCE OF 59.21 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF AFORESAID SUNSET ROAD;

THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS EAST, A DISTANCE OF 703.29 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;

THENCE CONTINUE ALONG THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID SUNSET ROAD, SOUTH 89 DEGREES 48 MINUTES 15 SECONDS EAST, A DISTANCE OF 1323.22 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, ANY PORTION TAKEN BY THE STATE OF ARIZONA IN FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 14, 2004 AS DOCKET 12448, PAGE 797.

PARCEL NO. 2:

NORTH PARCEL

ALL THAT PORTION OF SECTION 7 AND SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7;

THENCE NORTH 00 DEGREES 26 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SUNSET ROAD AS RECORDED IN BOOK 3 AT PAGE 39 OF ROAD MAPS THEREOF IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, A DISTANCE OF 1322.97 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID

SECTION 7;

THENCE CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID SUNSET ROAD, NORTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, A DISTANCE OF 738.06 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SILVERBELL ROAD AS RECORDED IN BOOK 3 AT PAGE(S) 9 AND 10 OF ROAD MAPS, IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER;

THENCE NORTHWESTERLY ALONG THE ARC OF CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1462.40 FEET, A CENTRAL ANGLE OF 06 DEGREES 51 MINUTES 15 SECONDS, AN ARC DISTANCE OF 174.94 FEET TO A POINT OF TANGENCY;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 37 DEGREES 47 MINUTES 34 SECONDS WEST, A DISTANCE OF 786.23 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE NORTH 00 DEGREES 20 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 527.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE ALONG THE NORTH LINE OF SAID QUARTER, SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, A DISTANCE OF 648.56 FEET TO A POINT IN THE SOUTHWEST CORNER OF LAND DESCRIBED IN BOOK 304 OF DEEDS, AT PAGE 197 AS RECORDED OF RECORD IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER;

THENCE NORTH 00 DEGREES 26 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF LAND DESCRIBED IN AFORESAID BOOK 304 OF DEEDS AT PAGE 197, A DISTANCE OF 350.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST (SOUTH 89 DEGREES 31 MINUTES 09 SECONDS EAST, RECORDED), A DISTANCE OF 106.56 FEET TO A POINT IN THE NORTHWEST CORNER OF LAND TAKEN BY FINAL ORDER OF CONDEMNATION RECORDED IN DOCKET 9843 AT PAGE 2492 IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER;

THENCE SOUTH 66 DEGREES 30 MINUTES 06 SECONDS EAST (SOUTH 67 DEGREES 00 MINUTES 31 SECONDS EAST, RECORDED), A DISTANCE OF 561.28 FEET;

THENCE NORTH 61 DEGREES 49 MINUTES 56 SECONDS EAST (NORTH 61 DEGREES 19 MINUTES 32 SECONDS EAST, RECORDED), A DISTANCE OF 90.02 FEET;

THENCE NORTH 28 DEGREES 10 MINUTES 03 SECONDS WEST (NORTH 28 DEGREES 40 MINUTES 28 SECONDS EAST, RECORDED), A DISTANCE OF 67.99 FEET TO A POINT ON A CURVE FROM WHICH THE RADIUS BEARS SOUTH 39 DEGREES 23 MINUTES 41 SECONDS EAST, A DISTANCE OF 614.58 FEET;

THENCE CONTINUE ALONG THE ARC OF SAID CURVE NORTHEASTERLY CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 614.58 FEET, A CENTRAL ANGLE OF 25 DEGREES 14 MINUTES 35 SECONDS, AN ARC DISTANCE OF 270.77 FEET TO A POINT IN THE NORTHEAST CORNER OF LAND TAKEN BY AFORESAID DOCKET 9843 AT PAGE 2492; AND ALSO BEING A POINT OF INTERSECTION WITH A LINE 350.00 FEET NORTH AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE CONTINUE ALONG SAID LINE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST (NORTH 89 DEGREES 31 MINUTES 21 SECONDS EAST, RECORDED), A DISTANCE OF 1091.65 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 7;

THENCE NORTH ALONG SAID SECTION LINE, NORTH 00 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 338.67 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 10 AS IT NOW EXISTS (JULY 1997);

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 30 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 1061.27 FEET;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 25 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 602.07 FEET;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 28 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 572.32 FEET;

THENCE SOUTH 74 DEGREES 59 MINUTES 32 SECONDS WEST, A DISTANCE OF 63.46 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF AFORESAID SUNSET ROAD;

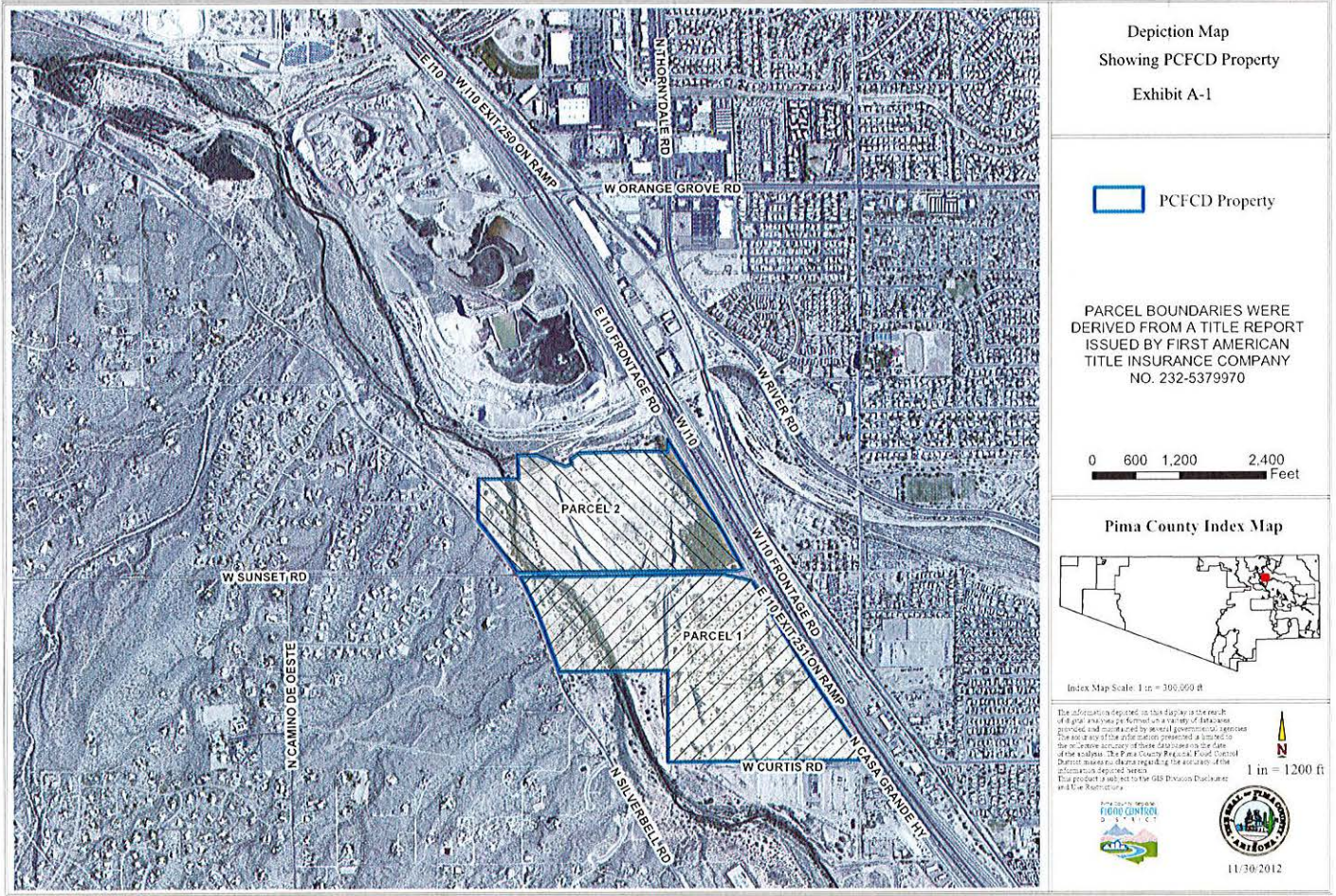
THENCE SOUTH 89 DEGREES 48 MINUTES 13 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1012.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION TAKEN BY THE STATE OF ARIZONA IN FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 14, 2004 AS DOCKET 12448, PAGE 797.

PARCEL NO. 3:

ACCESS EASEMENTS AS MORE FULLY SET FORTH AND RESERVED BY DEED(S) RECORDED IN DOCKET 1986 AT PAGE(S) 235 AND 238; AND IN DOCKET 2019 AT PAGE 87; AND IN DOCKET 2062 AT PAGE 128; AND IN DOCKET 2167 AT PAGE 242; AND IN DOCKET 2273 AT PAGE 13 IN THE OFFICE OF THE PIMA COUNTY, ARIZONA RECORDER.

EXHIBIT A-1



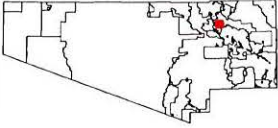
Depiction Map
Showing PCFCD Property
Exhibit A-1

 PCFCD Property

PARCEL BOUNDARIES WERE DERIVED FROM A TITLE REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NO. 232-5379970



Pima County Index Map



Index Map Scale: 1 in. = 300,000 ft

The information reported on this display is the result of digital analysis performed on a variety of databases provided, and compiled by several governmental agencies. The accuracy of the information presented is limited to the accuracy of the data provided on the date of the analysis. The Pima County Registrar, Pima County District Auditor and others regarding the accuracy of the information reported herein. This product is subject to the GIS Division Disclaimer and the restrictions.



11/30/2012



EXHIBIT B - 1 of 2

09/13/2016
EEC No. 13039
Sunset ROW Abandonment_Rev4
Page 1 of 3

EXHIBIT "B"
LEGAL DESCRIPTION
SUNSET ROAD RIGHT-OF-WAY ABANDONMENT

ALL THAT PORTION OF SUNSET ROAD, AS ESTABLISHED IN ROAD PROCEEDING NUMBER 243A, RECORDED IN BOOK 3 OF ROAD MAPS AT PAGE 39, IN THE PIMA COUNTY RECORDER'S OFFICE, AND BEING A STRIP OF LAND 60.00 FEET WIDE WITHIN A PORTION OF SECTIONS 7, 8, 17 AND 18, ALL IN TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM AT THE COMMON CORNER OF SAID SECTIONS 7, 8, 17, 18, FROM SAID CORNER A 2-INCH BRASS CAP SURVEY MONUMENT AT THE NORTH 1/4 CORNER OF SAID SECTION 18 BEARS SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 2,646.48 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 36 SECONDS WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SUNSET ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD PARALLEL TO SAID COMMON LINE BETWEEN SECTIONS 17 AND 8, NORTH 89 DEGREES 17 MINUTES 42 SECONDS EAST A DISTANCE OF 795.01 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD NORTH 00 DEGREES 42 MINUTES 18 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUNSET ROAD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD PARALLEL WITH SAID COMMON LINE BETWEEN SECTIONS 17 AND 8, SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST A DISTANCE OF 794.80 FEET;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD PARALLEL WITH SAID COMMON LINE BETWEEN SECTIONS 18 AND 7, SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST A DISTANCE OF 1995.36 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SILVERBELL ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 59 DEGREES 01 MINUTES 29 SECONDS WEST A DISTANCE OF 5240.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE OF SILVERBELL ROAD, THROUGH A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 35 SECONDS FOR AN ARC DISTANCE OF 69.48 FEET TO A POINT ON THE NON-TANGENTIAL SOUTHERLY RIGHT-OF-WAY LINE OF SAID SUNSET ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY-LINE OF SUNSET ROAD PARALLEL WITH SAID COMMON LINE BETWEEN SECTIONS 18 AND 7 NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST A DISTANCE OF 1960.53 FEET TO THE POINT OF BEGINNING.

Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

Bruce Brown, RLS

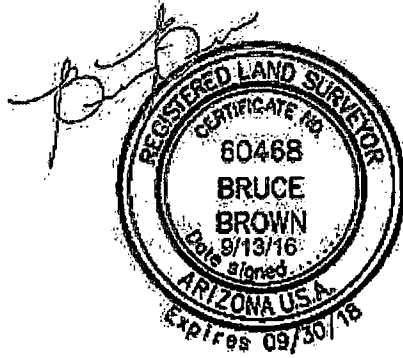
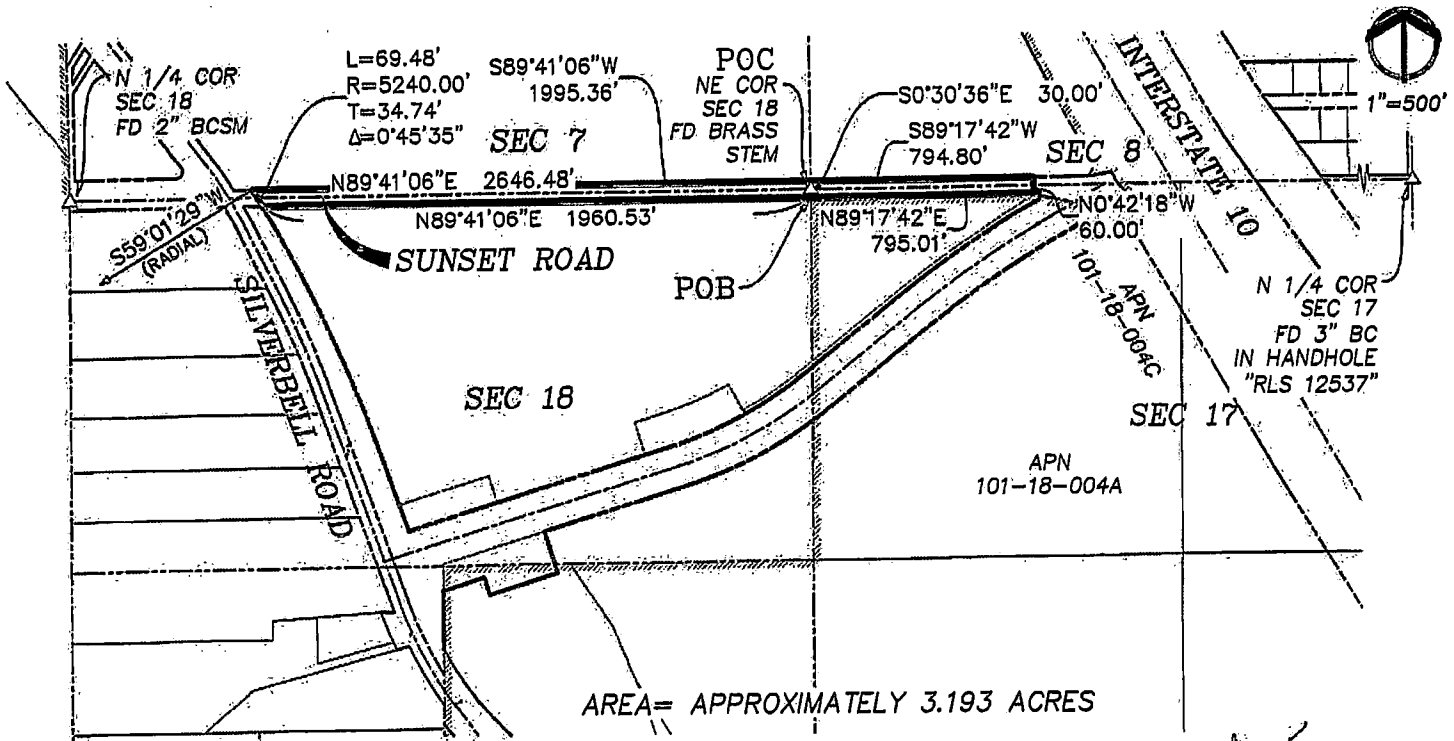


EXHIBIT B-1



AREA = APPROXIMATELY 3.193 ACRES

Basis of Bearings:

The bearing being N55°56'26"E as measured between Pima County DOT-City of Tucson DOT Geodetic Control Point AG09 and Pima County DOT-City of Tucson DOT Geodetic Control Point AL03.

EXHIBIT B-1
**RIGHT-OF-WAY ABANDONMENT OF A
 PORTION OF SUNSET ROAD**

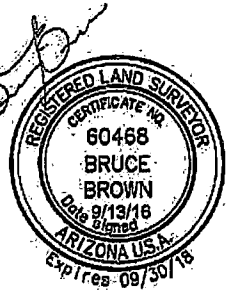
SECTIONS 7,8,17,18, T13S, R13E, G&SRM
 PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.

TUCSON, ARIZONA 85712 520-321-4625

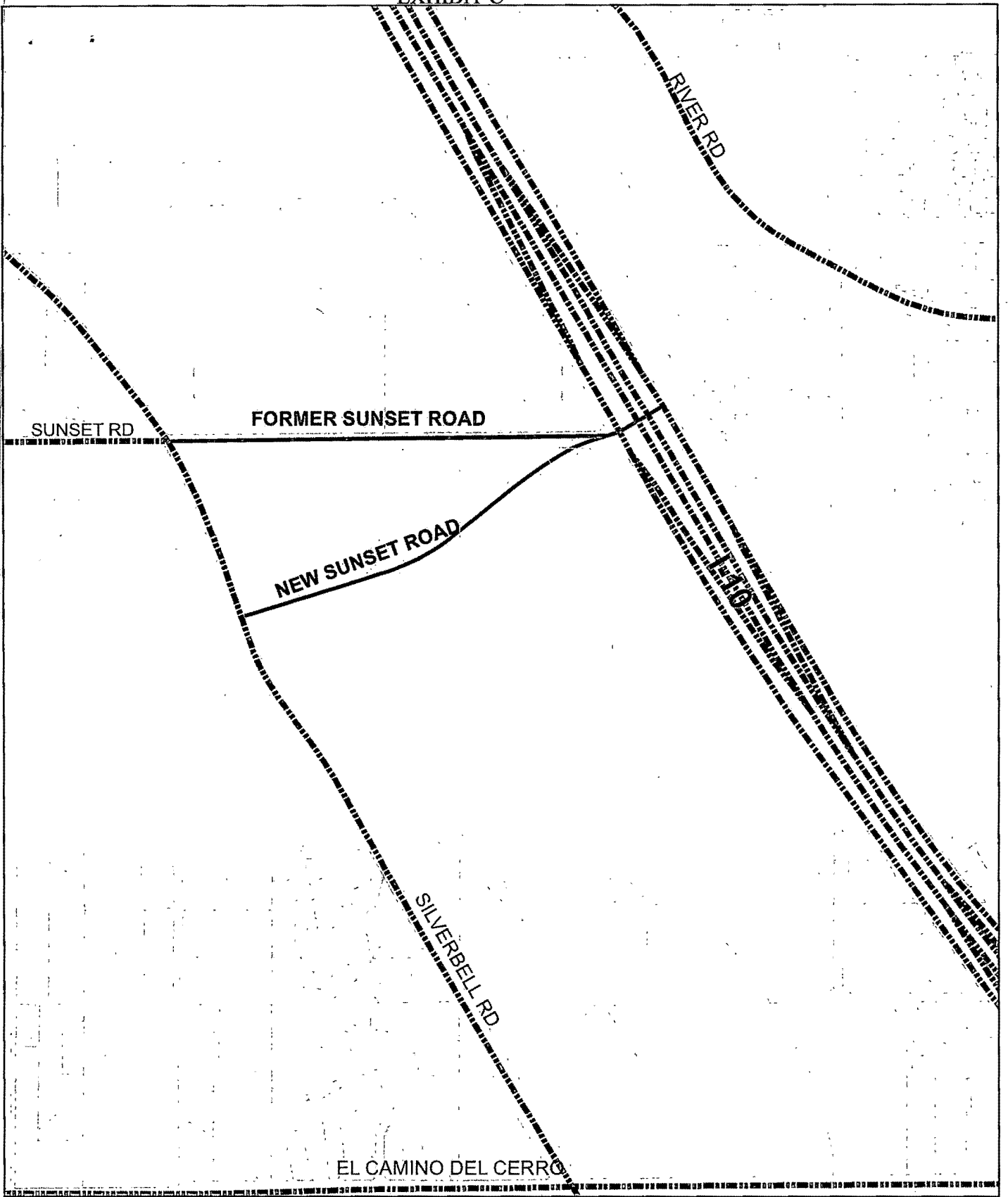
09/13/2016





EEC No. 13039
 PAGE 3 OF 3



EXHIBIT C



Legend

-  MAJOR ROADS
-  PARCELS



**TEP RELOCATION
EXHIBIT C**

DRAWN BY: CPEREZ

Date: 4/12/2017

DRAWING NOT TO SCALE

**EXHIBIT D TO
Agreement among Pima County,
Pima County Flood Control District,
and Tucson Electric Power
for Relocation of Sunset Rd. Utility Line**

RELEASE OF EASEMENT

Tucson Electric Power Company, an Arizona public service corporation, hereby relinquishes all right, title, and interest in and to any portion of the following described easements, whether express or implied, situated within Sections 7, 8, 17 and 18 of T. 13S., R. 13E., G&SRM in Pima County, Arizona and any other interest in or right to use or restrict the use of any portion of such properties embraced by said easements:

- That certain Right-of-Way Easement dated March 18, 1954, recorded at 699/166 of Pima Co. Records;
- That certain Right-of-Way Easement dated October 15, 1963, recorded at 2171/412 of Pima Co. records;
- That certain Right-of-Way Easement dated June 10, 1969, recorded at 3515/295 of Pima County records;
- That certain right of Way Easement dated January 26, 1976, recorded at 5198/106 of Pima County Records; and,
- Any easement rights pursuant to A.R.S. § 28-7210 lying east of the Santa Cruz River channel, as a result of the formal abandonment of Sunset Road by the Pima County Board of Supervisors in Resolution 2016-81, dated November 22, 2016.

Dated this _____ day of _____, 2017.

TUCSON ELECTRIC POWER COMPANY

By: _____

Print Name: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2017, by _____, as the _____ of Tucson Electric Power Company, an Arizona corporation, on behalf of the corporation.

Notary Public

ATTACH LEGAL DESCRIPTIONS AND DEPICTIONS OF THE "PROPERTY" AND THE "FORMER SUNSET ROW" AS DEFINED IN THE AGREEMENT

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"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual non-exclusive 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 (taken together, the "Facilities"), in, over, under, across and along that certain real property described as follows (the "Easement"):

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

Grantor further conveys to Grantee, for purposes of ingress and egress to the Easement, a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement. Grantee shall repair any damage to Grantor's property that results from any such ingress or egress.

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 Easement that would impair the repair, maintenance or removal of any or all of the Facilities. All Facilities, including electrical and communication structures installed by Grantee in and upon the Easement, 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 the Facilities, and shall have free access to the Facilities at all times for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, 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 boundaries of the Easement 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 or alteration of the Facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the herein-described real property which is the subject of this Easement. 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 this Easement.

Attached "Addendum to Easement" incorporated by reference.

EXHIBIT E - 2 of 8

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 _____, 201~~6~~⁷

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 _____, 201~~6~~⁷,
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

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 E - 4 of 8

11/07/2016
EEC No. 13039
13039 PCRFC.D.UTIL-ESMT-16FT-120FT
Page 1 of 5

EXHIBIT "A"
LEGAL DESCRIPTION
UTILITY EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION EIGHTEEN AND THE NORTHWEST QUARTER OF SECTION SEVENTEEN, TOWNSHIP THIRTEEN SOUTH, RANGE THIRTEEN EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM AT THE NORTHEAST CORNER OF SAID SECTION EIGHTEEN, FROM SAID POINT A 2-INCH BRASS CAP SURVEY MONUMENT AT THE NORTH QUARTER CORNER OF SAID SECTION EIGHTEEN BEARS SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST A DISTANCE OF 2,646.48 FEET;

THENCE ALONG THE NORTH LINE OF SAID SECTION EIGHTEEN, SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST A DISTANCE OF 1,960.42 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SUNSET ROAD AS SHOWN IN BOOK 3, PAGE 39 OF ROAD MAPS, ON FILE IN THE PIMA COUNTY RECORDER'S OFFICE, PIMA COUNTY, ARIZONA, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 59 DEGREES 47 MINUTES 04 SECONDS WEST A DISTANCE OF 5240.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 08 SECONDS AN ARC LENGTH OF 955.91 FEET;

THENCE SOUTH 19 DEGREES 45 MINUTES 48 SECONDS EAST A DISTANCE OF 211.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 19 DEGREES 45 MINUTES 48 SECONDS EAST A DISTANCE OF 100.10 FEET;

THENCE NORTH 72 DEGREES 44 MINUTES 12 SECONDS EAST A DISTANCE OF 987.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS POINT BEARS NORTH 17 DEGREES 15 MINUTES 48 SECONDS WEST A DISTANCE OF 1,475.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 15 MINUTES 18 SECONDS, AN ARC LENGTH OF 547.18 FEET;

THENCE NORTH 51 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 464.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS SOUTH 38 DEGREES 31 MINUTES 05 SECONDS EAST A DISTANCE OF 3,775.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 59 MINUTES 27 SECONDS, AN ARC LENGTH OF 526.48 FEET;

THENCE NORTH 59 DEGREES 28 MINUTES 21 SECONDS EAST, A DISTANCE OF 52.60 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 12 SECONDS WEST, A DISTANCE OF 10.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD AS ESTABLISHED PER DOCKET 10050, PAGE 1144 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF PIMA COUNTY RECORDER'S OFFICE, PIMA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 00 DEGREES 42 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.76 FEET;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 19.52 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 55 DEGREES 56 MINUTES 49 SECONDS WEST, A DISTANCE OF 349.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEAST WHOSE RADIUS POINT BEARS SOUTH 35 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 3,791.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 23 MINUTES 10 SECONDS, AN ARC LENGTH OF 224.04 FEET;

THENCE SOUTH 51 DEGREES 28 MINUTES 55 SECONDS WEST, A DISTANCE OF 464.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS POINT BEARS NORTH 38 DEGREES 31 MINUTES 05 SECONDS WEST A DISTANCE OF 1,459.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 55 SECONDS, AN ARC LENGTH OF 260.55 FEET;

THENCE NORTH 28 DEGREES 17 MINUTES 10 SECONDS WEST A DISTANCE OF 104.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS POINT BEARS NORTH 28 DEGREES 17 MINUTES 10 SECONDS WEST A DISTANCE OF 1,355.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 01 MINUTES 23 SECONDS AN ARC LENGTH OF 260.68 FEET;

THENCE SOUTH 72 DEGREES 44 MINUTES 12 SECONDS WEST A DISTANCE OF 101.80 FEET;

THENCE SOUTH 17 DEGREES 15 MINUTES 48 SECONDS EAST A DISTANCE OF 104.00 FEET;

THENCE SOUTH 72 DEGREES 44 MINUTES 12 SECONDS WEST A DISTANCE OF 555.00 FEET;

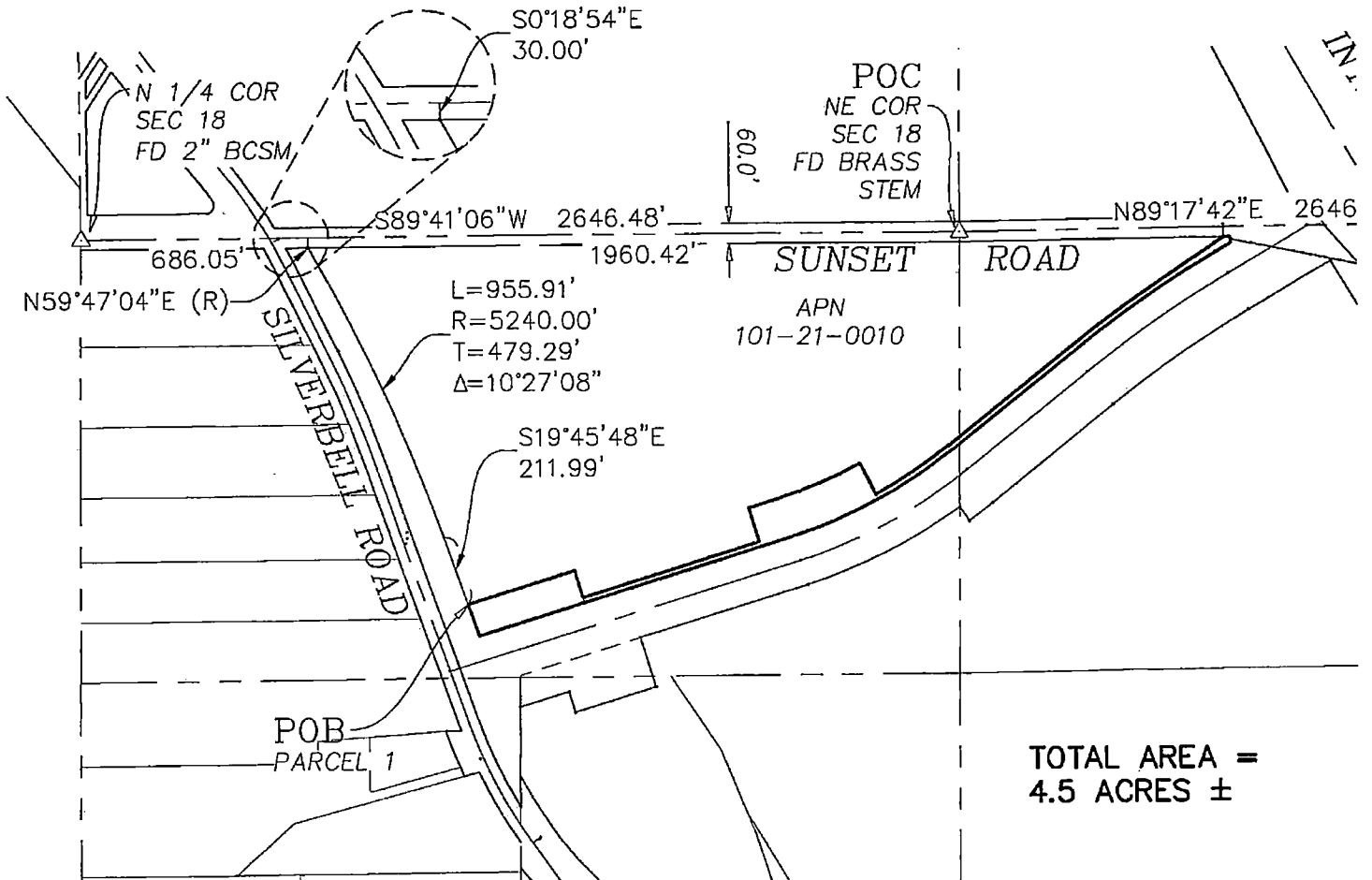
THENCE NORTH 17 DEGREES 15 MINUTES 48 SECONDS WEST A DISTANCE OF 84.00 FEET;

THENCE SOUTH 72 DEGREES 44 MINUTES 12 SECONDS WEST A DISTANCE OF 335.43 FEET TO THE **POINT OF BEGINNING.**

Prepared by:
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS





TOTAL AREA =
4.5 ACRES ±

Basis of Bearings:

The bearing being N55°56'26"E as measured between Pima County DOT-City of Tucson DOT Geodetic Control Point AG09 and Pima County DOT-City of Tucson DOT Geodetic Control Point AL03.

**DEPICTION OF EXHIBIT "A"
UTILITY EASEMENT**

SEC. 17 & 18, T-13-S, R-13-E, G&SRM
PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.



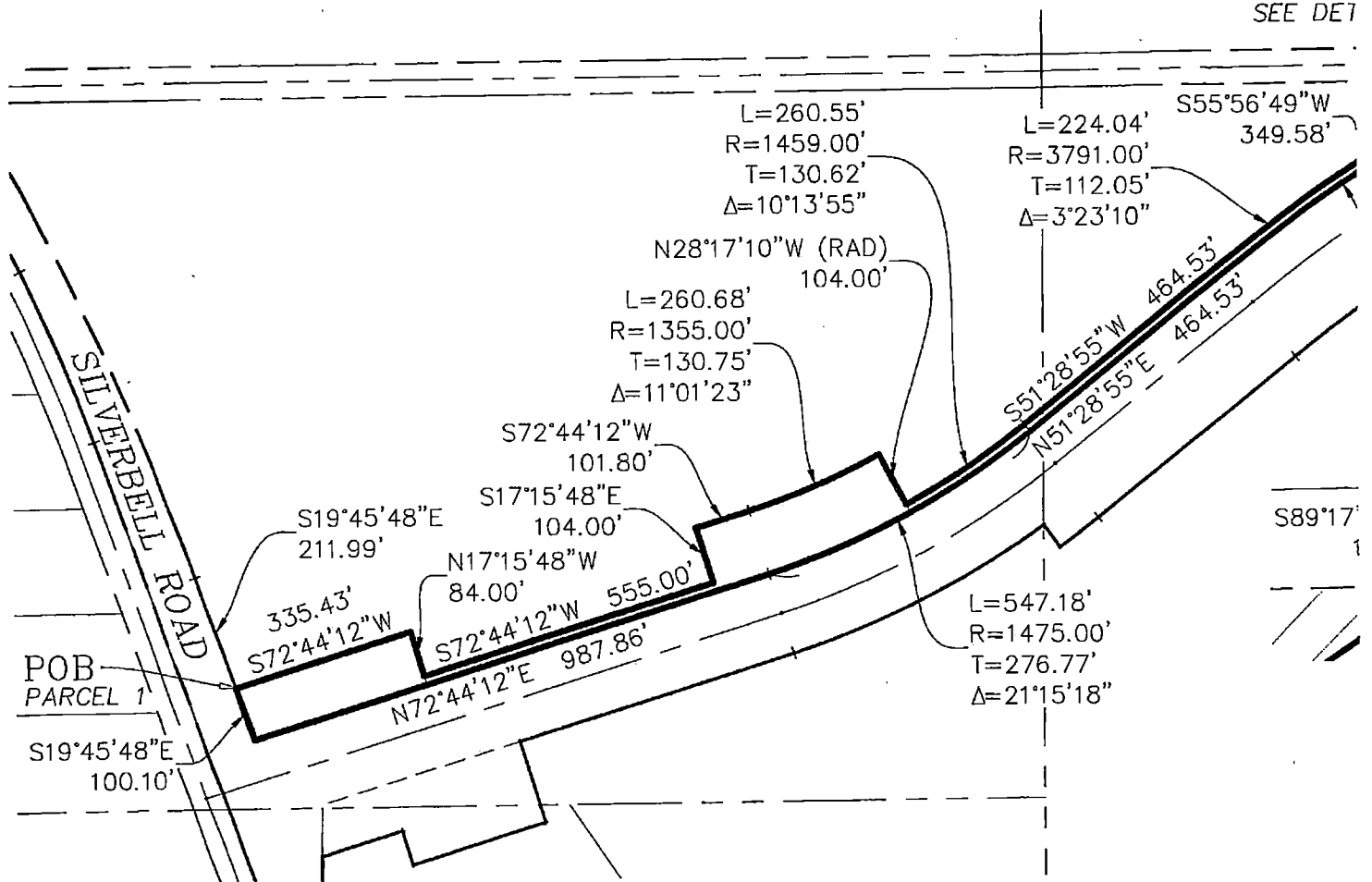
4625 E. FT. LOWELL RD.

TUCSON, ARIZONA 85712 520-321-4625

11/07/16

PIMA COUNTY REGIONAL
FLOOD CONTROL DISTRICT
APN 101-21-0010

SEE DET



DEPICTION OF EXHIBIT "A"
UTILITY & DRAINAGE EASEMENT
SEC. 17 & 18, T-13-S, R-13-E, G&SRM
PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.



4625 E. FT. LOWELL RD.

TUCSON, ARIZONA 85712 520-321-4625

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"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual non-exclusive 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 (taken together, the "Facilities"), in, over, under, across and along that certain real property described as follows (the "Easement"):

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

Grantor further conveys to Grantee, for purposes of ingress and egress to the Easement, a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement. Grantee shall repair any damage to Grantor's property that results from any such ingress or egress.

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 Easement that would impair the repair, maintenance or removal of any or all of the Facilities. All Facilities, including electrical and communication structures installed by Grantee in and upon the Easement, 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 the Facilities, and shall have free access to the Facilities at all times for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, 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 boundaries of the Easement 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 or alteration of the Facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the herein-described real property which is the subject of this Easement. 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 this Easement.

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 _____, 201~~6~~⁷.

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 _____, 201~~6~~⁷,
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

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.



11/07/2016

EEC No. 13039

13039 PCRFCD.UTIL-ESMT-16FT-120FT

Page 1 of 5

EXHIBIT "A"
LEGAL DESCRIPTION
UTILITY EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION EIGHTEEN AND THE NORTHWEST QUARTER OF SECTION SEVENTEEN, TOWNSHIP THIRTEEN SOUTH, RANGE THIRTEEN EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM AT THE NORTHEAST CORNER OF SAID SECTION EIGHTEEN, FROM SAID POINT A 2-INCH BRASS CAP SURVEY MONUMENT AT THE NORTH QUARTER CORNER OF SAID SECTION EIGHTEEN BEARS SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST A DISTANCE OF 2,646.48 FEET;

THENCE ALONG THE NORTH LINE OF SAID SECTION EIGHTEEN, SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST A DISTANCE OF 1,960.42 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SUNSET ROAD AS SHOWN IN BOOK 3, PAGE 39 OF ROAD MAPS, ON FILE IN THE PIMA COUNTY RECORDER'S OFFICE, PIMA COUNTY, ARIZONA, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 59 DEGREES 47 MINUTES 04 SECONDS WEST A DISTANCE OF 5240.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 08 SECONDS AN ARC LENGTH OF 955.91 FEET;

THENCE SOUTH 19 DEGREES 45 MINUTES 48 SECONDS EAST A DISTANCE OF 211.99 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 19 DEGREES 45 MINUTES 48 SECONDS EAST A DISTANCE OF 100.10 FEET;

THENCE NORTH 72 DEGREES 44 MINUTES 12 SECONDS EAST A DISTANCE OF 987.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS POINT BEARS NORTH 17 DEGREES 15 MINUTES 48 SECONDS WEST A DISTANCE OF 1,475.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 15 MINUTES 18 SECONDS, AN ARC LENGTH OF 547.18 FEET;

THENCE NORTH 51 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 464.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS SOUTH 38 DEGREES 31 MINUTES 05 SECONDS EAST A DISTANCE OF 3,775.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 59 MINUTES 27 SECONDS, AN ARC LENGTH OF 526.48 FEET;

THENCE NORTH 59 DEGREES 28 MINUTES 21 SECONDS EAST, A DISTANCE OF 52.60 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 12 SECONDS WEST, A DISTANCE OF 10.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD AS ESTABLISHED PER DOCKET 10050, PAGE 1144 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF PIMA COUNTY RECORDER'S OFFICE, PIMA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 00 DEGREES 42 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.76 FEET;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 19.52 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 55 DEGREES 56 MINUTES 49 SECONDS WEST, A DISTANCE OF 349.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEAST WHOSE RADIUS POINT BEARS SOUTH 35 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 3,791.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 23 MINUTES 10 SECONDS, AN ARC LENGTH OF 224.04 FEET;

THENCE SOUTH 51 DEGREES 28 MINUTES 55 SECONDS WEST, A DISTANCE OF 464.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS POINT BEARS NORTH 38 DEGREES 31 MINUTES 05 SECONDS WEST A DISTANCE OF 1,459.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 55 SECONDS, AN ARC LENGTH OF 260.55 FEET;

THENCE NORTH 28 DEGREES 17 MINUTES 10 SECONDS WEST A DISTANCE OF 104.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS POINT BEARS NORTH 28 DEGREES 17 MINUTES 10 SECONDS WEST A DISTANCE OF 1,355.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 01 MINUTES 23 SECONDS AN ARC LENGTH OF 260.68 FEET;

THENCE SOUTH 72 DEGREES 44 MINUTES 12 SECONDS WEST A DISTANCE OF 101.80 FEET;

THENCE SOUTH 17 DEGREES 15 MINUTES 48 SECONDS EAST A DISTANCE OF 104.00 FEET;

THENCE SOUTH 72 DEGREES 44 MINUTES 12 SECONDS WEST A DISTANCE OF 555.00 FEET;

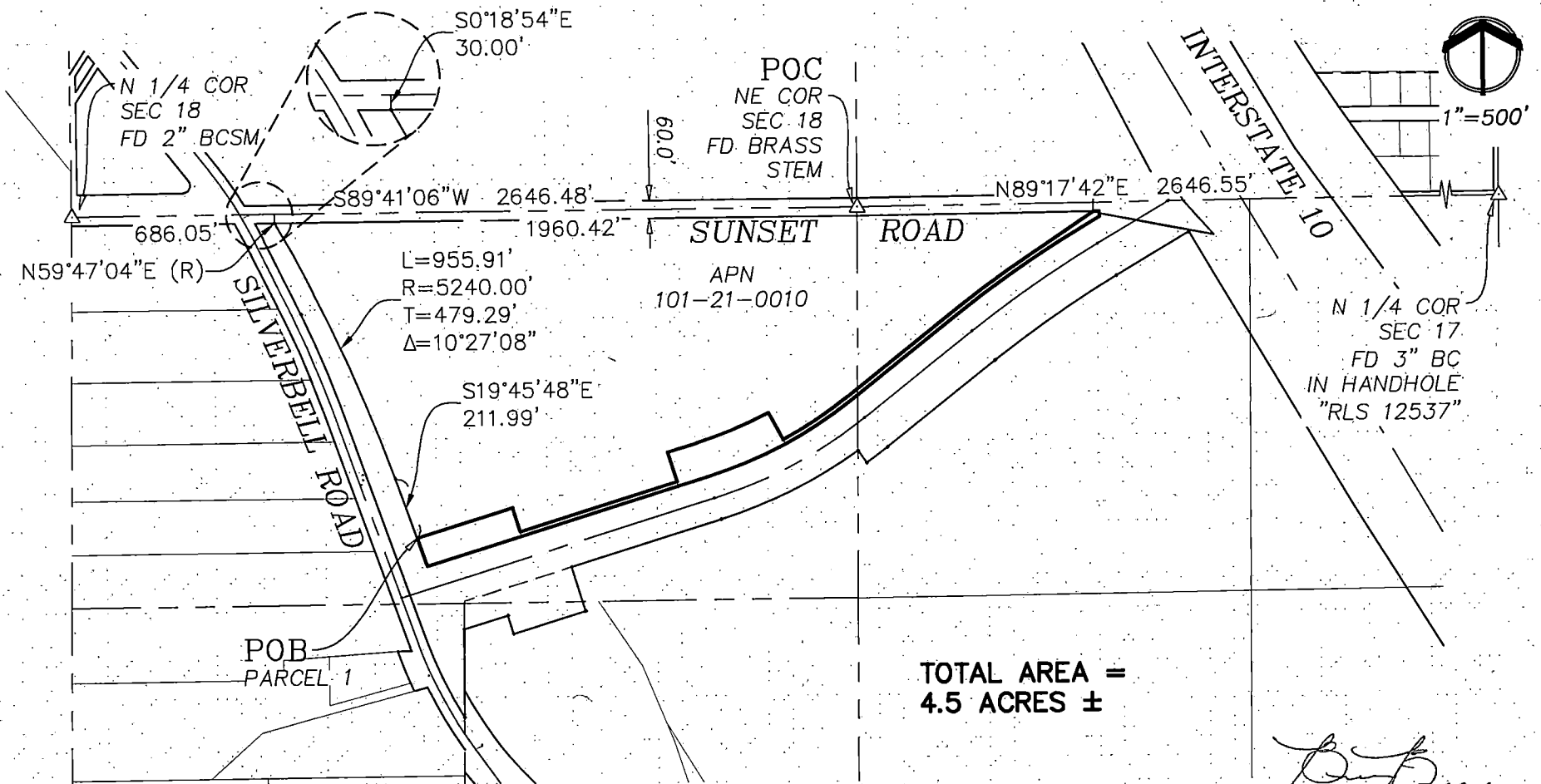
THENCE NORTH 17 DEGREES 15 MINUTES 48 SECONDS WEST A DISTANCE OF 84.00 FEET;

THENCE SOUTH 72 DEGREES 44 MINUTES 12 SECONDS WEST A DISTANCE OF 335.43 FEET TO THE **POINT OF BEGINNING.**

Prepared by:
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS





Basis of Bearings:

The bearing being N55°56'26"E as measured between Pima County DOT-City of Tucson DOT Geodetic Control Point AG09 and Pima County DOT-City of Tucson DOT Geodetic Control Point AL03.

**DEPICTION OF EXHIBIT "A"
UTILITY EASEMENT**

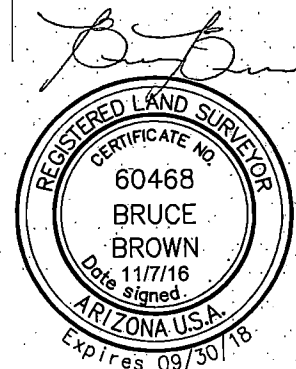
SEC. 17 & 18, T-13-S, R-13-E, G&SRM
PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.



4625 E. FT. LOWELL RD.
TUCSON, ARIZONA 85712 520-321-4625

11/07/16



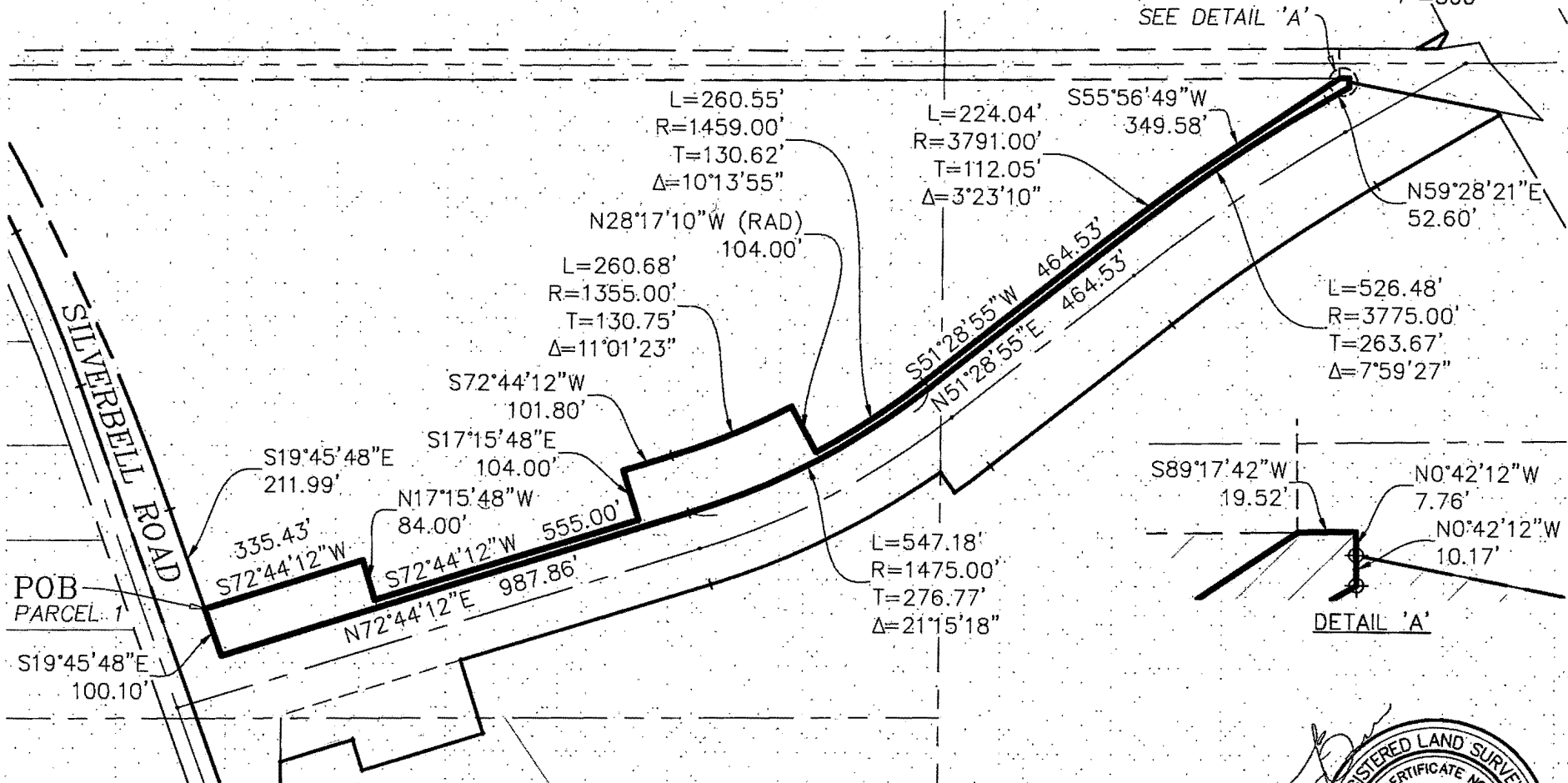
EEC No. 13039

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PIMA COUNTY REGIONAL
FLOOD CONTROL DISTRICT
APN 101-21-0010

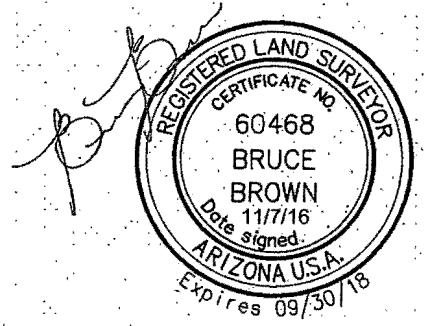


1"=300'



DEPICTION OF EXHIBIT "A"
UTILITY & DRAINAGE EASEMENT
SEC. 17 & 18, T-13-S, R-13-E, G&SRM
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