



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: August 2, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Tucson Electric Power

Project Title/Description:

Hughes Access Road TEP Relocation Agreement

Purpose:

Relocate a double 46kv overhead power line from Hughes Access Road to Old Vail Connection Road. To allow for the expansion of safety buffers that are important for the current and future operations of Raytheon Missile Systems operations.

Procurement Method:

NA

Program Goals/Predicted Outcomes:

Relocate TEP overhead power line to Old Vail Connection Road/Raytheon Missile Systems expands its safety buffer.

Public Benefit:

Raytheon will keep its missile systems operations in Tucson and allow for future expansion bringing more jobs to the area.

Metrics Available to Measure Performance:

Utility line will be successfully relocated.

Retroactive:

No

Original Information

Document Type: CT Department Code: TR Contract Number (i.e.,15-123): 17*19

Effective Date: 8/2/2016 Termination Date: 12/30/2016 Prior Contract Number (Synergen/CMS):

Expense Amount: \$ \$1,500,000.00 Revenue Amount: \$

Funding Source(s): Regional HURF 12.6%

Cost to Pima County General Fund: \$0

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

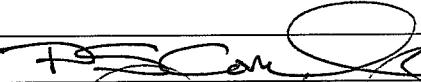
Cost to Pima County General Fund: _____ Procure Dept 07/28/16 PM03:20

To: COB 9.28.16 (1)
Ver. -1 9/5/29 Addendum

Contact: Robert D. Johnson

Department: Transportation

Telephone: 724-6461

Department Director Signature/Date: 

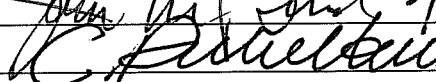
7/20/16

Deputy County Administrator Signature/Date:

 John H. Daniels 7/21/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 C. Daniel Dickey 7/20/16

DATE: July 27, 2016

TO: C.H. Huckelberry
County Administrator

FROM: *PHS* Priscilla S. Cornelio, P.E.
Director

SUBJECT: Hughes Access Road, TEP Relocation Agreement

As per your request, we are providing the following information in support of this item, currently scheduled for the August 2, 2016 Board of Supervisors meeting.

Following the loss of the Raytheon Standard Missile 3 Final Assembly and Checkout (FACO) facility to Huntsville, Alabama, Pima County began working with Raytheon, the Tucson Airport Authority, and the City of Tucson to insure that appropriate space would be available in the future should a new requirement arise for additional FACO facilities at the Tucson site. Addressing this issue was identified as a key factor in the Pima County Economic Development Plan. In order to provide additional space for additional facilities, a decision was made to relocate the Hughes Access Road approximately $\frac{1}{2}$ mile south. The resulting buffer space could not include any above ground utilities that impacted customers other than Raytheon within the Quantity Distance Arcs of the projected facilities. Preference was to not have any above ground utilities period, so the decision was made to relocate all above ground utilities away from the potential Quantity Distance Arcs that would exist from new FACO facilities.

There are two 46KV Tucson Electric Power (TEP) pole mounted circuits on either side of the former Hughes Access Road along with pole mounted communication circuits from various carriers. In order to provide appropriate expansion opportunities and clearance to meet Department of Defense regulations, both lines needed to be relocated. TEP agreed to do the relocation and Pima County worked with Pima Association of Governments and agreed to use 12.6% funds to provide up to \$1.5 million dollars toward the project (see attached letter and TEP cost estimate). The relocated circuits are in the process of being finalized, with Pima County assisting with some Federal Aviation Administration (FAA) issues for clearance on certain poles and alignment to meet Union Pacific Railroad (UPRR) standards. These issues have delayed the project slightly, and Raytheon's schedule has also slipped due to the delay in the land exchange resulting from the FAA led Environment Impact Statement process, but the need for TEP relocation has not diminished.

This Relocation Agreement completes the County's commitment to relocate the Hughes Access Road and agreement with TEP to provide the County's share of the relocation expense.

If this project were not to be completed, the objective of providing expansion capability for Raytheon will be partially completed by the relocation of the road, but the remaining TEP pole lines must be moved prior to any Raytheon FACO expansion.

C.H. Huckelberry, County Administrator

SUBJECT: Hughes Access Road, TEP Relocation Agreement

July 27, 2016

Page 2

I trust this provides the information you need, and please let me know if you have any further questions.

PSC:RE:dg

Attachments

c: John M. Bernal, Deputy County Administrator for Public Works
Nanette Slusser, Assistant County Administrator for Policy, Public Works



Tucson Electric Power

Hughes Access Road: Line Relocation

UPDATED COST ESTIMATE

Updated: 06/13/2016

General Project Description: TEP relocation of the 3.8 miles of existing double circuit 46kV line along East Hughes Access Road. The relocated line will follow the Alvernon Road alignment south to the Old Vail Road alignment and west to Old Nogales Hwy (approximately 4.3 miles total) undergrounding at the WAPA crossing (approximately 0.2 miles). The line will be built to accommodate two 46kV circuits and will maintain Raytheon's southern sub transmission feed from the existing line feeding east from Old Nogales Road and then north into Raytheon along the new Hughes Access Road entrance.

Overhead w/0.2 mile of 46kV Underground

Quantity	Cost
7,774 CMH	\$ 675,236
800 CMH	\$ 80,000
20%	\$ 135,047
Labor	\$ 890,283

Labor

Line Construction and Digging
Removals
Engineering and Supervision

81 Poles	\$ 1,010,281
	\$ 150,000
4.6 miles	\$ 203,877
	\$ 216,577
9	\$ 225,000
720 ft	\$ 203,854
Materials	\$ 2,009,589

Materials

Poles: 77 - 46kV poles & 4 - 14kV
(3) 46kV Switches & (2) 46kV Risers
Overhead Wire, Static & Fiber
Insulators, Deadend Compression, etc.
Concrete Foundations
Splices, Grounding, Cable, etc.

	\$ 20,000
	\$ 200,000
	\$ 378,608
Civil Const	\$ 598,608

Other

Permits, SWPPP, FAA, UPRR
Traffic Control
Equipment Rentals & Security
Vegetation Clearance
Land Survey

	\$ 35,000
	\$ 1,500
	\$ 30,000
	\$ 10,000
	\$ 7,500
Other	\$ 84,000

Overhead

Capitalized Interest, Admin & General

10% \$ 358,248

Contingency

Unknowns, Delays, etc.

10% \$ 394,073

Total

\$ 4,334,801

Assumptions:

- Easements will be supplied by Pima County
- Estimate does not include costs for items outside of TEP's direct control
- Estimate does not include costs for two additional 1500 ft. of 46kV underground spans as a result of FAA permit requirements (Approx. \$600k)



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317
(520) 724-8661 FAX (520) 724-8171

C.H. HUCKELBERRY
County Administrator

June 19, 2015

David G. Hutchens, President and CEO
Tucson Electric Power Company
P. O. Box 711, HQE901
Tucson, Arizona 85702

Re: Double Circuit 46kV Line Relocation from Hughes Access Road

Dear Mr. Hutchens:

As we have discussed, the estimated cost to relocate the 46kV power line from Hughes Access Road is approximately \$3.4 million, which we planned to share equally. I indicated I would attempt to fund half of this relocation cost through the transportation project. I am pleased to report it is likely we will have \$1.5 million in transportation funding available for this purpose.

I believe you were firming up your relocation cost and there possibly would be some cost savings. It should be remembered that if the pole line is relocated now during the new road construction, much of the work could be done without traffic, which should significantly accelerate the relocation activities, perhaps reducing costs.

What is the status of the design and implementation of the relocation of these electrical facilities? I would appreciate and update so I may also advise the Pima Association of Governments Executive Director, as the project was originally funded with regional roadway funding.

Our allocation of \$1.5 million for this utility relocation will not exceed the original project cost allocation from the Pima Association of Governments. If additional funds are required, another project funding allocation will be necessary.

Mr. David Hutchens

Re: Double Circuit 46kV Line Relocation from Hughes Access Road

June 19, 2015

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "C. Huckelberry". The signature is fluid and cursive, with a large, stylized "C" at the beginning.

C.H. Huckelberry
County Administrator

CHH/anc

c: John Bernal, Deputy County Administrator for Public Works
 Dr. John Moffatt, Director, Strategic Planning
 Priscilla Cornelio, Director, Department of Transportation
 Farhad Moghimi, Executive Director, Pima Association of Governments

**Utility Relocation and Easement Agreement
Between
Pima County and Tucson Electric Power Company**

This Utility Relocation and Easement Agreement ("Agreement") is made between Pima County, a political subdivision of the State of Arizona ("County") and Tucson Electric Power Company, an Arizona public service corporation ("TEP").

Recitals

- A. County has regulatory authority over public rights-of-way within the unincorporated areas of Pima County and over established County highways in Pima County, whether located in unincorporated areas or within municipalities.
- B. TEP provides electrical service in the Pima County area and currently has facilities within County rights-of-way.
- C. County undertook the Hughes Access Road Relocation Project, #4HARDR (the "Project"). As part of the Project, County relocated a portion of Hughes Access Road and renamed the road Aerospace Parkway.
- D. TEP has a 46kV electrical line, along with other related improvements, which it was planning to rebuild as part of a system reinforcement project, in an approximately 3.8-mile-long portion of area formerly used as Hughes Access Road ("Existing Facilities"), as depicted on attached **Exhibit A**.
- E. In order to allow unencumbered use of the area formerly used as Hughes Access Road, County desires to have TEP remove the Existing Facilities and construct a new 46kV electrical line and related improvements along South Alvernon Road and East Old Vail Connection Road, for a total of approximately 4.3 miles ("New Facilities"), as depicted on attached **Exhibit A**.
- F. TEP is willing to relocate the Existing Facilities, subject to County's providing TEP with easements necessary to accommodate the relocated facilities and contributing \$1,500,000.00 toward the cost of relocation.

Agreement

1. **Scope.** This project generally consists of the removal of the Existing Facilities and construction of the New Facilities ("the Work"). The New Facilities will extend directly south from Alvernon Road to the Old Vail Rd. alignment, then west to Old Nogales Highway, and will consist of a double-circuit, steel 46kV pole line, using 82 poles spanning 4.3 miles. The Work will also include two 300' underground spans of 46kV requiring two concrete vaults and four sets of triple 6' aluminum risers. TEP will also abandon an existing line east of the Raytheon entrance extending back to Alvernon Road.

2. **Term.** This Agreement becomes effective upon approval and execution of this Agreement by both Parties and continues in effect until the Work has been completed, accepted, and final payment has been made by County to, and accepted by, TEP.
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 by December 30, 2016, as long as the New Facilities may be placed in use by that date.
4. **County Responsibilities.** County will:
 - 4.1. Within 60 days after the execution of this Agreement, pay to TEP the sum of \$1,500,000 as County’s contribution toward the cost of the Work.
 - 4.2. After execution of this Agreement, execute and record permanent easements to TEP for the New Facilities, in the form attached as **Exhibits B** and **C**.
5. **Indemnification.** TEP agrees to indemnify, defend, and hold harmless County, its 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 in connection with the Work, and will require in such writing a limitation of liability provision substantially similar to the “Limitation of Liability” section set forth below.
6. **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.

7. Dispute Resolution. In the event of any dispute arising between County and TEP regarding any part of this Agreement or the Parties' obligations or performance there under, either Party may initiate these dispute resolution procedures. A dispute will be deemed to be moot if a dispute resolution process is not initiated by either Party within ten (10) working days of either 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.

7.1. *Informal Dispute Resolution.* Either Party may, within ten (10) working days of either Party's written notification to the other 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 either 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 both 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.

7.2. *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 either 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 both Parties. The Parties may review the Work site and any relevant documents with the Mediator prior to the scheduled meeting. The authorized representatives for both 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 either 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.

7.3. *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, either 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.

8. Insurance.

- 8.1. The Parties acknowledge that each is self-insured or maintains a sufficient level of insurance coverage and ancillary insurance coverage to satisfy its 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 each Party's material and financial responsibility under this Agreement.
- 8.2. TEP shall require its contractor for the Work to procure and maintain insurance coverage for the term of this Agreement.
9. **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.
10. **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.

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

Pima County Department of Transportation
Attn: Priscilla S. Cornelio, P.E., Director
201 N. Stone Avenue, 4th Floor
Tucson, AZ 85701

11. **No Waiver of Rights.** Except as expressly provided in this Agreement, by entering into this Agreement, neither County nor TEP 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.

12. Miscellaneous.

- 12.1. This Agreement, including all exhibits, contains the entire agreement between the Parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by both Parties.
- 12.2. This Agreement does not create a partnership, joint venture or similar relationship between the Parties, and neither 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. 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.
- 12.3. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, except that either Party may assign the Agreement without the consent of the other Party (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.
- 12.4. Neither Party is liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its control, including permitting and governmental approvals.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. Each Party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.
- 12.9. Neither Party will use the 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 the other Party.
- 12.10. 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 either 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.

- 12.11. Any modifications or amendments to this Agreement must be in writing and signed by both Parties.
- 12.12. 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.
- 12.13. Headings in this Agreement are included for convenience only and will not affect the meaning or interpretation of this Agreement.
- 12.14. 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:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Approved as to Form:

Deputy County Attorney

ANDREW FLAGG

TUCSON ELECTRIC POWER CO.:

Authorized Signature

Print name

Title

Date

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Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Approved as to Form:

Deputy County Attorney

TUCSON ELECTRIC POWER CO.:

Susan Gray

Authorized Signature

Susan Gray

Print name

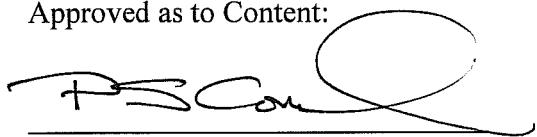
VP, T+D Operations : Engineering

Title

7/22/16

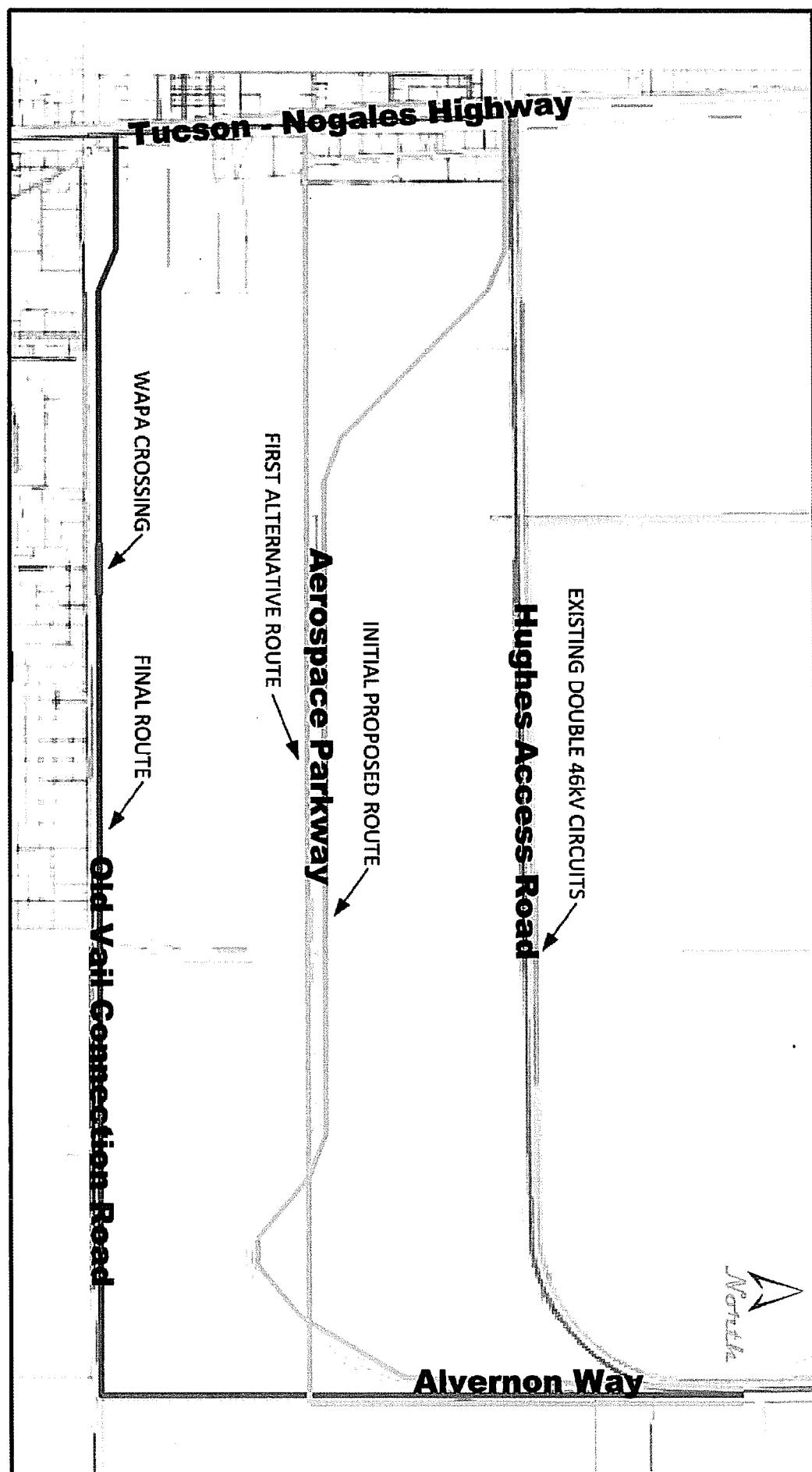
Date

Approved as to Content:

A handwritten signature in black ink, appearing to read "PSC" followed by a surname, is written over a horizontal line.

Priscilla Cornelio, P.E., Director
Pima County Department of Transportation

"EXHIBIT A"



INITIAL PROPOSED ROUTE
FIRST ALTERNATIVE ROUTE
FINAL ROUTE
WAPA CROSSING

PUBLIC UTILITY EASEMENT

PIMA COUNTY, a political subdivision of the State of Arizona

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, **Qwest Corporation dba CenturyLink QC**, a Colorado corporation, **Southwest Gas Corporation**, a California corporation, and all other utility companies and agencies, their successors and assigns (hereinafter collectively 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 lines and appurtenant facilities owned by Grantee for the transmission and distribution of electricity, telephone and other communications, gas, water and cable television, 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 transmitting and distributing electrical energy, communications, gas, water and cable television (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 above-described easement which would impair the repair, maintenance or removal of any or all of the Facilities. All systems, including electrical, communication, gas and cable television installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee utility 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 any of a specific utility's initial 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 either 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 boundary 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 of the Facilities, the cost shall be borne by Grantor or subsequent owners.

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.

Exhibit B - Page 2 of 5

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, subject to all matters apparent or of record.

Attached "Addendum" to Easement incorporated by reference.

In witness hereof, the Grantor has executed these presents this _____ day of
2016.

ATTEST:

Clerk of the Board

**GRANTOR: PIMA COUNTY, a political
subdivision of the State of Arizona**

By: _____
Chair of the Pima County Board of Supervisors

Printed Name

Printed Name

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2016, by _____ as Chair of the Pima County Board of Supervisors for
Pima County, 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 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

An easement within the southeast quarter of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona and more particularly located within that certain real property described and recorded in Sequence No. 20120890524 in the Office of the Recorder, Pima County, Arizona, the centerline of a thirty-five (35) foot wide strip described as follows:

COMMENCING at the southeast corner of Section 31, being a $\frac{1}{2}$ inch rebar tagged RLS 18211 from which the east quarter corner, being a $1\frac{1}{2}$ " aluminum cap on a 5/8 inch rebar marked " $\frac{1}{2}$ 31|32 CE 1322," bears North $00^{\circ} 13' 57''$ West, 2670.71 feet and from which the south quarter corner, being a $\frac{1}{2}$ inch rebar tagged RLS 18211, bears South $89^{\circ} 29' 09''$ West, 2643.94 feet;

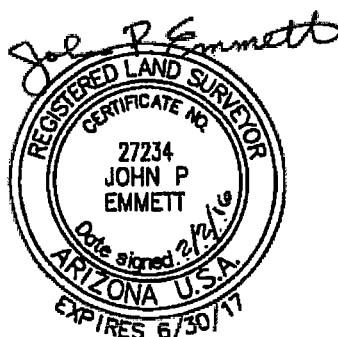
Thence North $00^{\circ} 13' 57''$ West, 92.50 feet to the **Point of Beginning**;

Thence South $89^{\circ} 29' 09''$ West, 1211.78 feet parallel with and 92.50 feet northerly of the south line of said southeast quarter to the terminus of the thirty-five (35) foot wide strip and the beginning of a fifty (50) foot wide strip described as follows;

Thence North $68^{\circ} 34' 24''$ West, 1412.24 feet;

Thence North $89^{\circ} 37' 35''$ West, 120.37 feet to a point on the west line of said southeast quarter from which the south quarter corner bears South $00^{\circ} 18' 06''$ West, 622.05 feet and from which the north quarter corner bears North $00^{\circ} 18' 06''$ West, 4705.51 feet, said point being the **Point of Terminus**.

The easement described above contains 2.733 acres, more or less.



2 1/4" LCP in concrete
mrkd 1/4c S30/S31 T15S R14E



SCALE: 1"=500'

1 1/2" acp RLS 16845
0.0'N, 0.6'E

1 1/2" ac on 5/8" rebar
mrkd 1/4 31 32
CE 1322

N 89°21'01" E 2646.60'

N 00° 18' 06" W 5327.56'

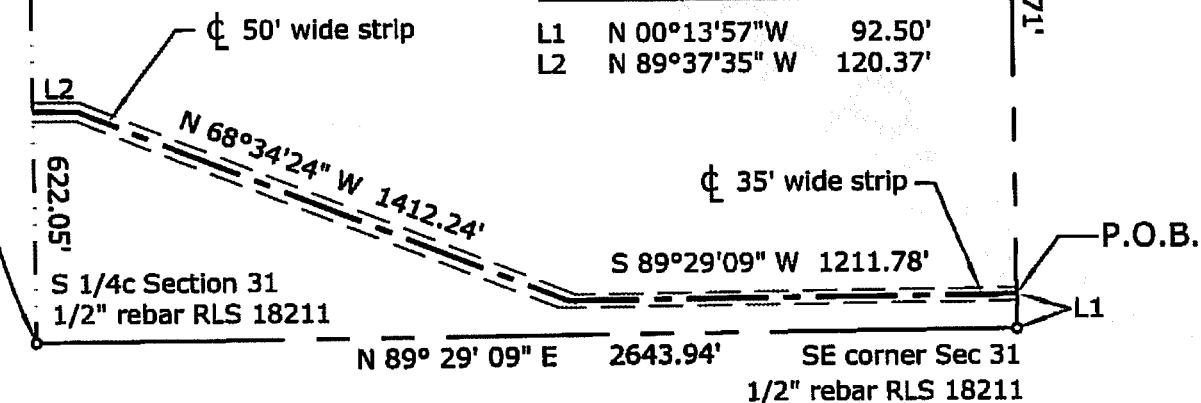
N 00° 13' 57" W 2670.71'

Pima County
Seq. No. 20120890524

1 1/2" lead cap on 1" iron pipe
marked 1 1.2'N, 0.0'E
16

Line Table

L1	N 00°13'57"W	92.50'
L2	N 89°37'35" W	120.37'



Proposed easement contains 2.733 acres, more or less.

PCN	
W.D.M.	
SCALE	1"=500'
OFF.	J. Emmett
DATE	2/02/16
ENG.	
SURV.	J. Emmett
DATE	2/02/16
SUP.	
DATE	

**Tucson Electric Power Company**

TUCSON, ARIZONA

Exhibit A

T15S R14E S31

**Proposed Easement within the SE 1/4 of
Section 31, T. 15 S., R. 14 E, G. & S.R.M.,
Pima County, Arizona**

STA. #	LINE	TYPE
2		2

PUBLIC UTILITY EASEMENT

**Pima County, a political subdivision of the State of Arizona formerly known as
Sanitary District No.1 of Pima County Arizona,**

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, **Qwest Corporation dba CenturyLink QC**, a Colorado corporation, **Southwest Gas Corporation**, a California corporation, and all other utility companies and agencies, their successors and assigns (hereinafter collectively 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 lines and appurtenant facilities owned by Grantee for the transmission and distribution of electricity, telephone and other communications, gas, water and cable television, 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 transmitting and distributing electrical energy, communications, gas, water and cable television (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 above-described easement which would impair the repair, maintenance or removal of any or all of the Facilities. All systems, including electrical, communication, gas and cable television installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee utility 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 any of a specific utility's initial 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 either 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 boundary 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 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, subject to all matters apparent or of record.

Exhibit C - Page 2 of 5

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.

Attached "Addendum to Easement incorporated by reference.

In witness hereof, the Grantor has executed these presents this _____ day of 2016.

ATTEST:

Clerk of the Board

Printed Name

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

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

By: _____
Chair of the Pima County Board of Supervisors

Printed Name

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as Chair of the Pima County Board of Supervisors for Pima County, 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 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.

Only - Not for Recording

Exhibit A

An easement, being a strip of land fifty (50) feet in width, located within the Southwest Quarter of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona and more particularly located within that certain real property described and recorded in Docket 3743 at Page 200 in the Office of the Recorder, Pima County, Arizona, the centerline of which is described as follows:

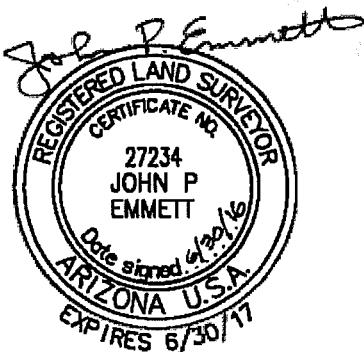
COMMENCING at the south quarter corner of Section 31, being a $\frac{1}{2}$ inch rebar tagged RLS 18211 from which the north quarter corner, being a 2 1/4 inch steel capped pipe in concrete, bears North 00 degrees 18 minutes 08 seconds West, 5327.60 feet;

thence North 00 degrees 18 minutes 08 seconds West, 622.05 feet to the *Point of Beginning*;

thence North 89 degrees 37 minutes 35 seconds West, 1768.56 feet to a point, said point being 25 feet easterly and perpendicular to the east line of the Union Pacific Railroad, the right-of-way of said railroad being established by Act of Congress, March 3, 1875;

thence North 02 degrees 58 minutes 25 seconds West, 265.59 feet along a line parallel with and 25 feet easterly of said east line of the Union Pacific Railroad from which the west quarter corner of said Section 31, being a one inch diameter pipe filled with concrete (missing the GLO brass cap), bears North 26 degrees 44 minutes 16 seconds West, 1943.44 feet, said point also being the *Point of Terminus*.

Said easement contains 2.335 acres, more or less.

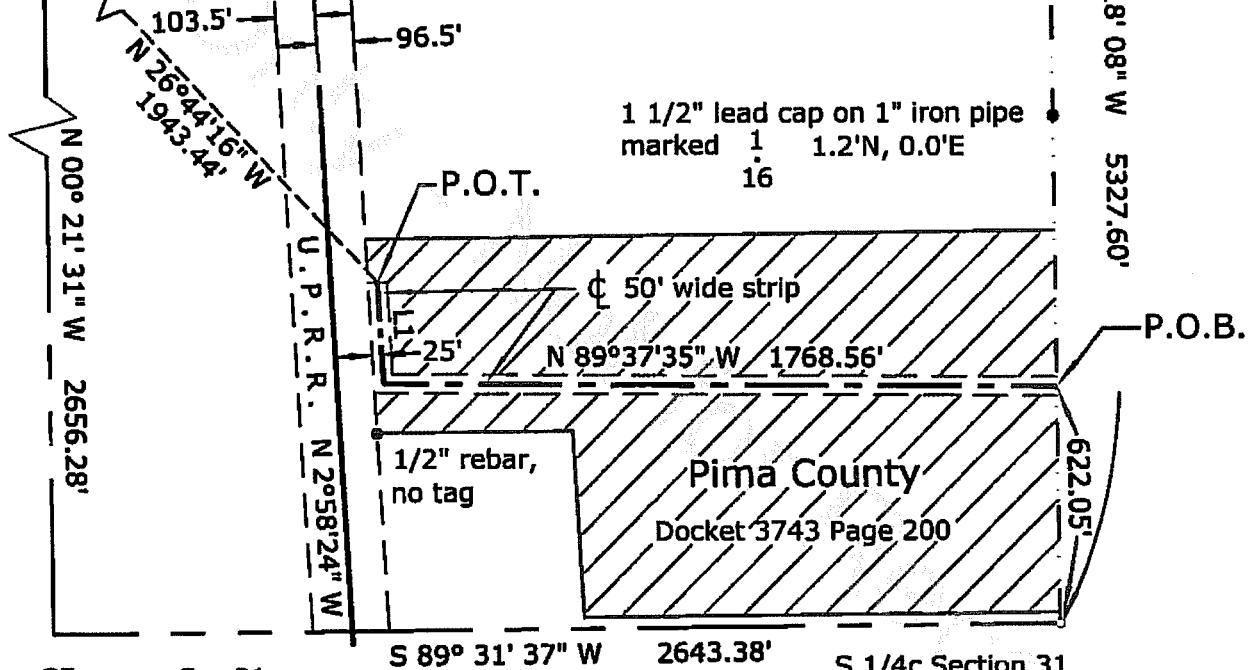


SCALE: 1"=500'

2 1/4" steel cap in concrete
mrkd 1/4c S30/S31 T15S R14EW 1/4c Section 31
1" open pipe conc.
filled, GLO cap missing

Line Table

L1 N 02°58'25" W 265.59'



SE corner Sec 31
not found. Calc'd position
per PCDOT Cst Plan No. 4HARDR,
Sht. RW2 of RW14.

Easement contains 2.335 acres, more or less.

PCN:	
VIN:	
SCALE:	1"=500'
DET:	J. Emmett
DATE:	6/30/16
ENG:	
SURV:	J. Emmett
DATE:	6/30/16
SUP:	
DATE:	



Tucson Electric Power Company

TUCSON, ARIZONA

TITLE: Proposed Easement within the SW 1/4 of
Section 31, T. 15 S., R. 14 E, G. & S.R.M,
Pima County, Arizona

Exhibit A

T15S R14E S31

STA. #	CODE		TYPE

SHEET 2 OF 2

PUBLIC UTILITY EASEMENT

PIMA COUNTY, a political subdivision of the State of Arizona

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, **Qwest Corporation dba CenturyLink QC**, a Colorado corporation, **Southwest Gas Corporation**, a California corporation, and all other utility companies and agencies, their successors and assigns (hereinafter collectively 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 lines and appurtenant facilities owned by Grantee for the transmission and distribution of electricity, telephone and other communications, gas, water and cable television, 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 transmitting and distributing electrical energy, communications, gas, water and cable television (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 above-described easement which would impair the repair, maintenance or removal of any or all of the Facilities. All systems, including electrical, communication, gas and cable television installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee utility 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 any of a specific utility's initial 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 either 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 boundary 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 of the Facilities, the cost shall be borne by Grantor or subsequent owners.

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.

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, subject to all matters apparent or of record.

Attached "Addendum" to Easement incorporated by reference.

In witness hereof, the Grantor has executed these presents this _____ day of
_____, 2016.

ATTEST:

**GRANTOR: PIMA COUNTY, 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)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2016, by _____ as Chair of the Pima County Board of Supervisors for
Pima County, 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 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

An easement within the southeast quarter of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona and more particularly located within that certain real property described and recorded in Sequence No. 20120890524 in the Office of the Recorder, Pima County, Arizona, the centerline of a thirty-five (35) foot wide strip described as follows:

COMMENCING at the southeast corner of Section 31, being a $\frac{1}{2}$ inch rebar tagged RLS 18211 from which the east quarter corner, being a $1\frac{1}{2}$ " aluminum cap on a 5/8 inch rebar marked " $\frac{1}{2}$ 31|32 CE 1322," bears North $00^\circ 13' 57''$ West, 2670.71 feet and from which the south quarter corner, being a $\frac{1}{2}$ inch rebar tagged RLS 18211, bears South $89^\circ 29' 09''$ West, 2643.94 feet;

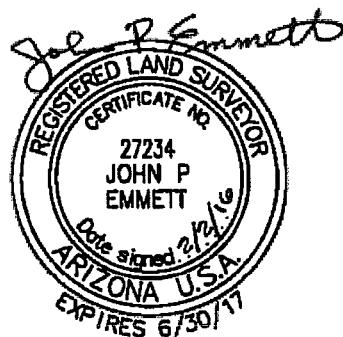
Thence North $00^\circ 13' 57''$ West, 92.50 feet to the **Point of Beginning**;

Thence South $89^\circ 29' 09''$ West, 1211.78 feet parallel with and 92.50 feet northerly of the south line of said southeast quarter to the terminus of the thirty-five (35) foot wide strip and the beginning of a fifty (50) foot wide strip described as follows;

Thence North $68^\circ 34' 24''$ West, 1412.24 feet;

Thence North $89^\circ 37' 35''$ West, 120.37 feet to a point on the west line of said southeast quarter from which the south quarter corner bears South $00^\circ 18' 06''$ West, 622.05 feet and from which the north quarter corner bears North $00^\circ 18' 06''$ West, 4705.51 feet, said point being the **Point of Terminus**.

The easement described above contains 2.733 acres, more or less.



2 1/4" LCP in concrete
mrkd 1/4c S30/S31 T15S R14E



SCALE: 1"=500'

1 1/2" acp RLS 16845
0.0'N, 0.6'E

1 1/2" ac on 5/8"rebar
mrkd 1/4 31 32
CE 1322

N 89°21'01" E 2646.60'

N 00° 18'.06" W
5327.56'

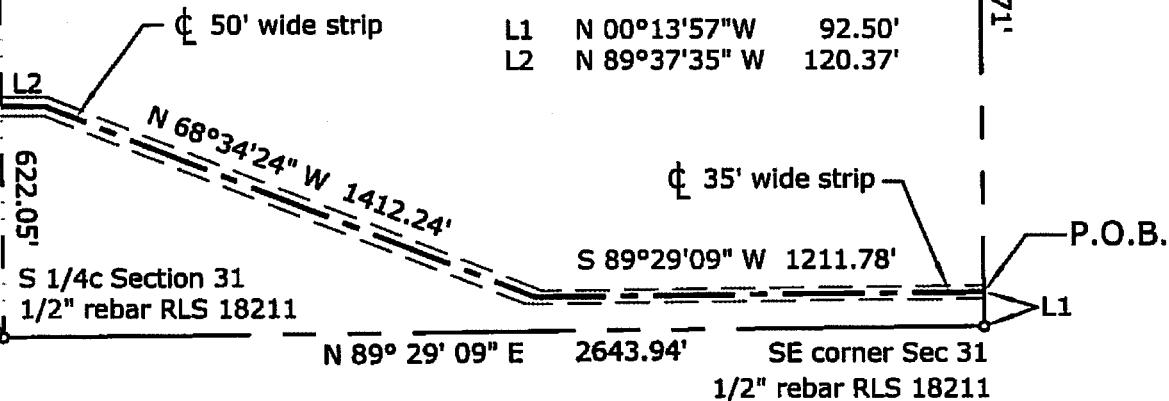
N 00° 13'57" W
2670.71'

Pima County
Seq. No. 20120890524

1 1/2" lead cap on 1" iron pipe
marked 1 1.2'N, 0.0'E
16

Line Table

L1	N 00°13'57"W	92.50'
L2	N 89°37'35" W	120.37'



Proposed easement contains 2.733 acres, more or less.

PCN _____
VSN _____
SCALE 1"=500'
DT J. Emmett DATE 2/02/16
DNG _____ DATE _____
SURV J. Emmett DATE 2/02/16
SUP _____ DATE _____



Tucson Electric Power Company

TUCSON, ARIZONA

Exhibit A

T15S R14E S31

Proposed Easement within the SE 1/4 of
Section 31, T. 15 S., R. 14 E, G. & S.R.M.,
Pima County, Arizona

STA. #	CODE	TYPE
2	2	2

PUBLIC UTILITY EASEMENT

**Pima County, a political subdivision of the State of Arizona formerly known as
Sanitary District No.1 of Pima County Arizona,**

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, **Qwest Corporation dba CenturyLink QC**, a Colorado corporation, **Southwest Gas Corporation**, a California corporation, and all other utility companies and agencies, their successors and assigns (hereinafter collectively 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 lines and appurtenant facilities owned by Grantee for the transmission and distribution of electricity, telephone and other communications, gas, water and cable television, 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 transmitting and distributing electrical energy, communications, gas, water and cable television (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 above-described easement which would impair the repair, maintenance or removal of any or all of the Facilities. All systems, including electrical, communication, gas and cable television installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee utility 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 any of a specific utility's initial 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 either 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 boundary 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 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, subject to all matters apparent or of record.

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.

Attached "Addendum to Easement incorporated by reference.

In witness hereof, the Grantor has executed these presents this _____ day of
2016.

ATTEST:

GRANTOR: PIMA COUNTY, 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)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2016, by _____ as Chair of the Pima County Board of Supervisors for
Pima County, 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 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

An easement, being a strip of land fifty (50) feet in width, located within the Southwest Quarter of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona and more particularly located within that certain real property described and recorded in Docket 3743 at Page 200 in the Office of the Recorder, Pima County, Arizona, the centerline of which is described as follows:

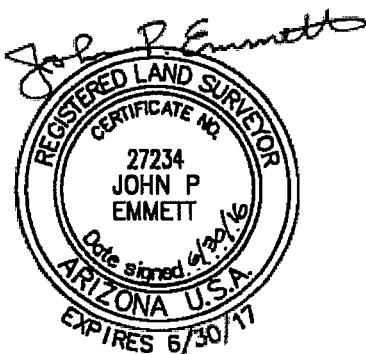
COMMENCING at the south quarter corner of Section 31, being a $\frac{1}{2}$ inch rebar tagged RLS 18211 from which the north quarter corner, being a 2 1/4 inch steel capped pipe in concrete, bears North 00 degrees 18 minutes 08 seconds West, 5327.60 feet;

thence North 00 degrees 18 minutes 08 seconds West, 622.05 feet to the *Point of Beginning*;

thence North 89 degrees 37 minutes 35 seconds West, 1768.56 feet to a point, said point being 25 feet easterly and perpendicular to the east line of the Union Pacific Railroad, the right-of-way of said railroad being established by Act of Congress, March 3, 1875;

thence North 02 degrees 58 minutes 25 seconds West, 265.59 feet along a line parallel with and 25 feet easterly of said east line of the Union Pacific Railroad from which the west quarter corner of said Section 31, being a one inch diameter pipe filled with concrete (missing the GLO brass cap), bears North 26 degrees 44 minutes 16 seconds West, 1943.44 feet, said point also being the *Point of Terminus*.

Said easement contains 2.335 acres, more or less.





SCALE: 1"=500'

2 1/4" steel cap in concrete
mrkd 1/4c S30/S31 T15S R14E

- W 1/4c Section 31
1" open pipe conc.
filled, GLO cap missing

Line Table

L1 N 02°58'25" W 265.59'

N 00° 18' 08" W
5327.60

1 1/2" lead cap on 1" iron pipe
marked 1 1.2'N, 0.0'E
16

16

✓P.O.T.

¢ 50' wide strip

189°37'35" W 1768.5

Pima County

Docket 3743 Page 200

SE corner Sec 31
not found. Calc'd position
per PCDOT Cst Plan No. 4HARDR,
Sht. RW2 of RW14.

S 89° 31' 37" W 2643.38' S 1/4c Section 31

1/2" rebar RLS 18211

Easement contains 2.335 acres, more or less.

PCN: _____
VIN: _____
SCALE 1"=500'
DFT J. Emmett DATE 6/30/16
ENG _____ DATE _____
SURV J. Emmett DATE 6/30/16
SUP _____ DATE _____



Tucson Electric Power Company

TUCSON, ARIZONA

**TITLE: Proposed Easement within the SW 1/4 of
Section 31, T. 15 S., R. 14 E, G. & S.R.M.,
Pima County, Arizona**

Exhibit A

T15S R14E S31

STA. #	CODE	TYPE	
sheet	2	of	2