



BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: November 19, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Grant of Easement to Tucson Electric Power Company ("TEP")

The sale to TEP of an easement for electrical purposes across Pima County Tax Parcel 118-18-0890, described in Sequence 20080900744 and located in Township 13 South, Range 13 East, Section 15, G&SRB&M, Pima County, Arizona.

Pima County Department of Transportation staff has reviewed and approved this easement grant request.

Address or General Location: 400 East 26th Street

Tax Parcel Number: 118-18-0890

County's Estimated Value: \$350.00

Revenue to County: \$350.00

Estimated Closing Costs: \$0.00

**Size and Type of
Property to be Sold:** 465 sq. ft. of permanent easement area.

Zoning: SR-2

STAFF RECOMMENDATION(S):

The Board of Supervisors approve and the Chairman execute the Right of Way Easement to TEP.

PIMA COUNTY COST: \$ -0-_____and/or REVENUE TO PIMA COUNTY: \$350.00

FUNDING SOURCE(S): N/A
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

☐ **YES** ☒ **NO**

Board of Supervisors District:

1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ All ☐

IMPACT:

IF APPROVED:

TEP will acquire the necessary easement rights to construct the electrical facilities. The County will receive \$350 in revenue.

IF DENIED:

TEP will not acquire the necessary easement rights to construct the electrical facilities and will need to find a new location.

DEPARTMENT NAME: Public Works Real Property Services

CONTACT PERSON: Dana Hausman **TELEPHONE NO.:** 724-6713

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

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

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

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

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

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

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

Attached "Addendum to Easement" incorporated by reference.

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

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2013.

ATTEST:

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

Clerk of the Board

By: _____
Chairman, Pima County Board of Supervisors

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ as Chairman, Pima County Board of Supervisors for Pima County, a political subdivision of the State of Arizona.

Notary Public

Addendum to Easement

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

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

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

Exhibit "A"

Electric Right-of-Way Easement Legal Description

A TEN (10) FOOT WIDE STRIP easement for electric utility purposes, and a ten (10) foot square transformer easement situated in Lot 5, Block 9, of Chattman's Addition, a subdivision of record in Book 2 of Maps and Plats, at Page 22 in the Office of the Pima County Recorder, all of which is situated in Section 24, Township 14 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 5;

THENCE South 89° 36' 33" West, along the south line of said Lot 5, a distance of two and thirty-six one-hundredths (2.36) feet to the TRUE POINT OF BEGINNING;

THENCE CONTINUING South 89° 36' 33" West, a distance of fourteen and fifteen one-hundredths (14.15) feet to a point;

THENCE North 45° 24' 57" West, a distance of fourteen and two one-hundredths (14.02) feet to a point on the south line of a ten (10) foot square transformer easement;

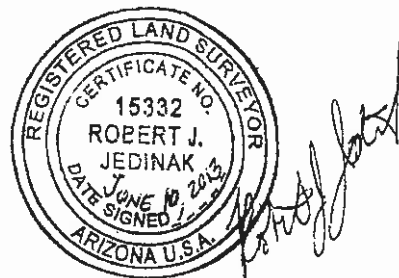
THENCE South 89° 35' 03" West, along said south line, a distance of two and ninety-three one-hundredths (2.93) feet to a point;

THENCE North 00° 24' 57" West, a distance of ten (10) feet to a point;

THENCE North 89° 35' 03" East, a distance of ten (10) feet to a point;

THENCE South 00° 24' 57" East, a distance of two and ninety-three one-hundredths (2.93) feet to a point;

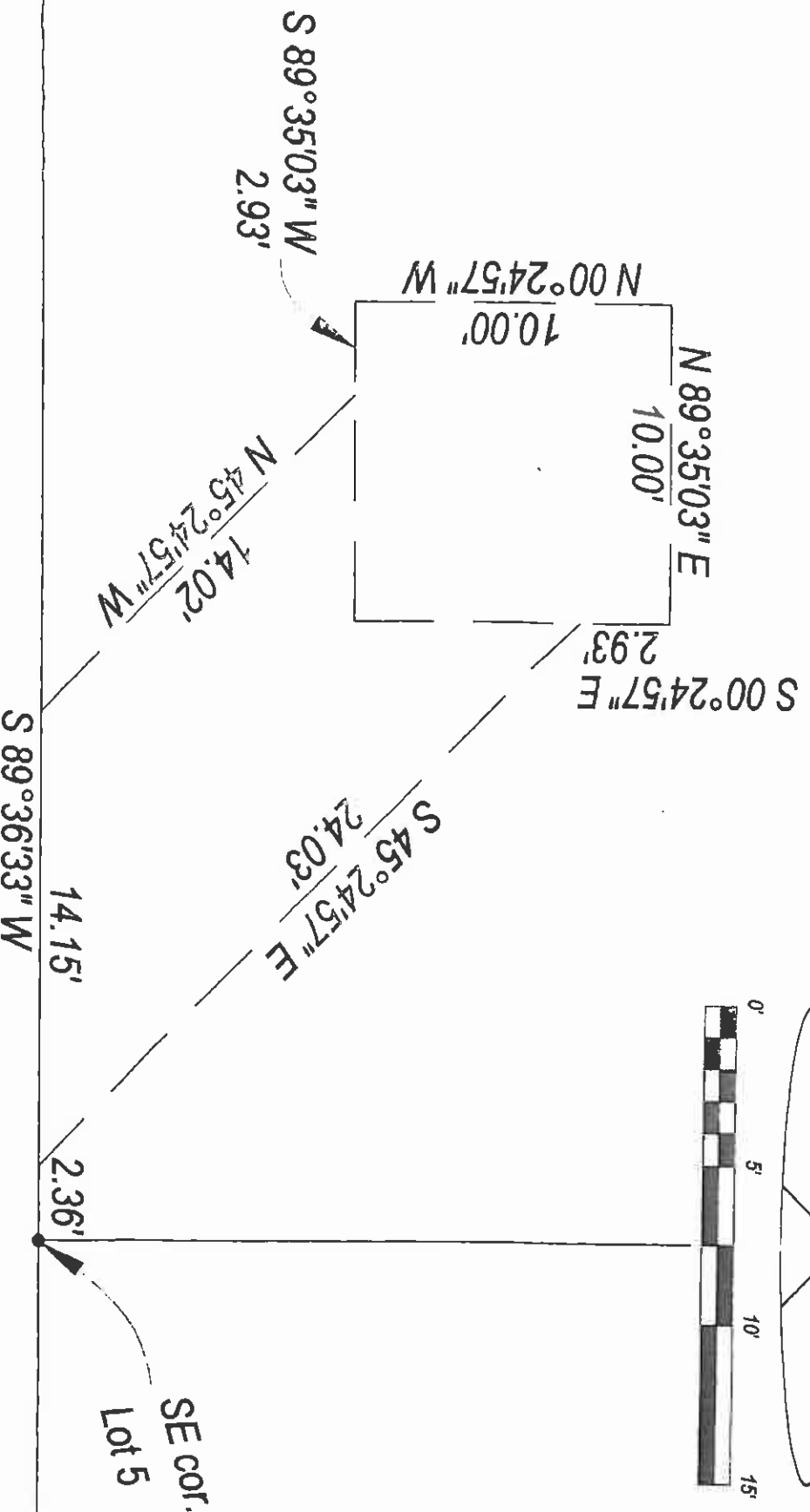
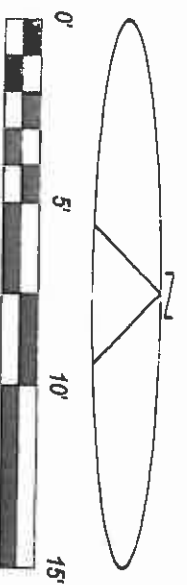
THENCE South 45° 24' 57" East, along the northerly line of the ten (10) foot strip easement, a distance of twenty-four and three one-hundredths (24.03) feet to the TRUE POINT OF BEGINNING.



EXPIRES JUNE 30, 2015

Exhibit A

(Continued)



SKETCH

15' Public Alley

10' x 10' Transformer & 10' Electric Easement
in Lot 5, Block 9 of Chattman's Add'n.,

Bk. 2, M&P, Pg. 22, Pima County Recorder's Office

Pima County, Arizona