



BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: June 4, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

1. Right-of-Way Easement for underground communication facilities to Qwest Corporation, D/B/A, as Centurylink QC, a Colorado corporation.

This Easement is for underground communication facilities across Pima County parcel 101-07-132G, which is located in Section 8, Township 13 South, Range 13 East. This Easement is needed to provide communication facilities to serve the Pima County Joint Technological Education District located at 2855 W. Master Pieces Drive.

This request has been reviewed and approved by appropriate County staff.

Revenue: \$160.00

STAFF RECOMMENDATION(S):

It is recommended that the Board of Supervisors approve and authorize the Chairman to execute the Right-Of-Way Easement for underground communication facilities to Qwest Corporation, D/B/A, as Centurylink QC, a Colorado corporation.

PIMA COUNTY COST: \$00.00 and/or **REVENUE TO PIMA COUNTY:** \$160.00

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:

Qwest Corporation, D/B/A, as Centurylink QC, a Colorado corporation, will acquire the requested easement right and will be able to provide underground communication facilities for the Pima County Joint Technological Education District located at 2855 W. Master Pieces Drive.

IF DENIED:

Qwest Corporation, D/B/A, as Centurylink QC, a Colorado corporation, will not acquire the easement right needed to serve the Pima County Joint Technological Education District and will be forced to find a suitable easement alternative.

DEPARTMENT NAME: Public Works, Real Property Services

CONTACT PERSON: Marty Stickford **TELEPHONE NO.:** 724-6379

After Recording Hold For Pickup:

Qwest

Attn: Rodney James

333 E Wetmore Road 3rd floor

Tucson, AZ 85705

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned Pima County, a political subdivision of the State of Arizona ("Grantor") for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, D/B/A/ AS CENTURYLINK QC, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement for underground telecommunication facilities. This easement authorizes the Grantee to construct, modify, add to, maintain, and remove such telecommunications facilities, including conduits, cable, and other appurtenances, from time to time, as Grantee may require under and across the following described property situated in the County of Pima, State of Arizona, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

An easement which is shown and described in its entirety on EXHIBIT "A" which is attached hereto and by this reference made a part hereof, all of which is situated in the SE ¼ of Section 08, Township 13 South, Range 13 East of the Gila and Salt River Base and Meridian, Pima County, Arizona.

Grantor further conveys to Grantee a right of ingress and egress across the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area. Grantee agrees to maintain the Easement Area in its present condition subject only to its exercise of its rights under the Easement.

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

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

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

Grantor hereby covenants that no excavation, permanent structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

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.

Grantee acknowledges that the project location is in the area of SDCP high archaeological sensitivity. All project activities must be kept in the easement. A caution must be noted concerning human burials and archaeological materials. Archaeological clearance recommendations do not exempt the development from compliance with State burial protection laws. In the event that human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects or archaeological materials are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State laws ARS 41-865 and ARS 41-844, require that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups.

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

ATTEST: GRANTOR: Pima County, a political subdivision of the
State of Arizona

**Robin Brigode,
Clerk of the Board**

~~Tobin Rosen~~
~~Deputy County Attorney~~

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Ramon Valadez as Chairman of the Pima County Board of Supervisors for Pima County, a political subdivision of the State of Arizona.

Notary Public

Page 3 of 3

Exhibit A

Legal Description

10.00 Foot Utility Easement

A 10.00 foot utility easement for communications facilities and equipment located in a portion of Northeast Quarter of the Southeast Quarter of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona;

Thence North $88^{\circ}41'43''$ West, upon the south line of the said Northeast Quarter of the Southeast Quarter a distance of 60.00 feet to the **POINT OF BEGINNING**;

Thence North $01^{\circ}51'02''$ East a distance of 44.00 feet;

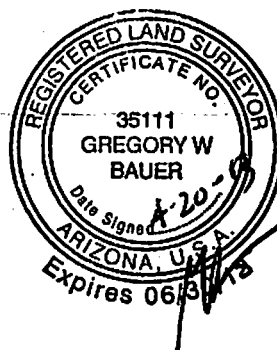
Thence South $88^{\circ}41'43''$ East a distance of 20.00 feet;

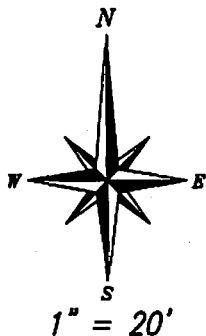
Thence South $01^{\circ}51'02''$ West a distance of 10.00 feet;

Thence North $88^{\circ}41'43''$ West a distance of 10.00 feet;

Thence South $01^{\circ}51'02''$ West a distance of 34.00 feet to the south line of the said Northeast Quarter of the Southeast Quarter;

Thence North $88^{\circ}41'43''$ West, upon said line a distance of 10.00 feet to the **POINT OF BEGINNING**.





APN: 101-07-132G
PIMA COUNTY

New 10.00'
Communications
Easement

P.O.B.

APN: 101-07-134B
METROPOLITAN DOMESTIC
WATER IMPROVEMENT
DISTRICT OF PIMA COUNTY

L1	N 88°41'43" W	60.00'
L2	N 01°51'02" E	44.00'
L3	S 88°41'43" E	20.00'
L4	S 01°51'02" W	10.00'
L5	N 88°41'43" W	10.00'
L6	S 01°51'02" W	34.00'
L7	N 88°41'43" W	10.00'

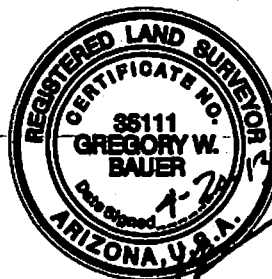
101-07-133D
TRANSAMERICA
TITLE-CALIF TR 8039
ATTN: ESTES HOMES

10.00 Utility
Easement

P.O.C.
SE Cor. NE $\frac{1}{4}$
SE $\frac{1}{4}$

10.00 Communications
Easement
Dkt. 5540/590

101-07-135D
PIMA COUNTY
FLOOD CONTROL DISTRICT



Expires 06-30-2015

A.L.S. No. 13382 April 20, 2013
SE $\frac{1}{4}$, Section 8, T13S, R13E, G.&S.R.M., Pima County, AZ

Easement Exhibit

Century Link Job No. E.394541
A Portion of The Southeast Quarter, Section 8,
T13S, R13E, G.&S.R.M., Pima County, AZ

Arrow Land Survey, Inc.

3121 E. Kleindale Road Tucson, AZ. 85716
Ph. 520-881-2155, Fax 520-881-2466
gbauer@arrowlandsurvey.com