



## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

*Requested Board Meeting Date: December 3, 2013*

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### ***ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:***

Grant of Right of Way Easement to Tucson Electric Power Company, an Arizona corporation ("TEP").

This Easement is for the installation of underground electric facilities across a portion of Pima County owned Tax Parcel 141-10-0100, which is located in Township 15 South, Range 15 East, Section 20, G&SRB&M, Pima County, Arizona. The Easement being requested is needed in order to provide electrical services to Crown Castle located at 7501 South Kolb Road.

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

Revenue: \$190.00

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### ***STAFF RECOMMENDATION(S):***

It is recommended that the Board of Supervisors approve and authorize the Chairman to execute the Right of Way Easement to TEP.

PIMA COUNTY COST: \$ -0- and/or REVENUE TO PIMA COUNTY: \$190.00

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 ☐

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**IMPACT:**

**IF APPROVED:**

TEP will acquire the necessary easement rights across Pima County property to construct underground electrical facilities to provide service to the property located at 7501 South Kolb Road. The County will receive \$190.00 in revenue.

**IF DENIED:**

TEP will not acquire the necessary easement rights across Pima County property to construct underground electric facilities and will need to find an alternate route to provide necessary electric service to the property located at 7501 South Kolb Road.

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DEPARTMENT NAME: Public Works Real Property Services

CONTACT PERSON: Dana Hausman DML 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  
Robin Brigode

By: \_\_\_\_\_  
Chairman, Pima County Board of Supervisors  
Ramon Valadez

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.

NW CORNER  
SECTION 20.  
(PER BK.79,PG.21)

EASEMENT EXHIBIT "A"  
A PORTION OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 15 EAST,  
GILA AND SALT RIVER BASE AND MERIDIAN  
PIMA COUNTY, ARIZONA

APN: 141-10-0100  
(DKT. 7579, PG.689)

APN: 141-10-0080

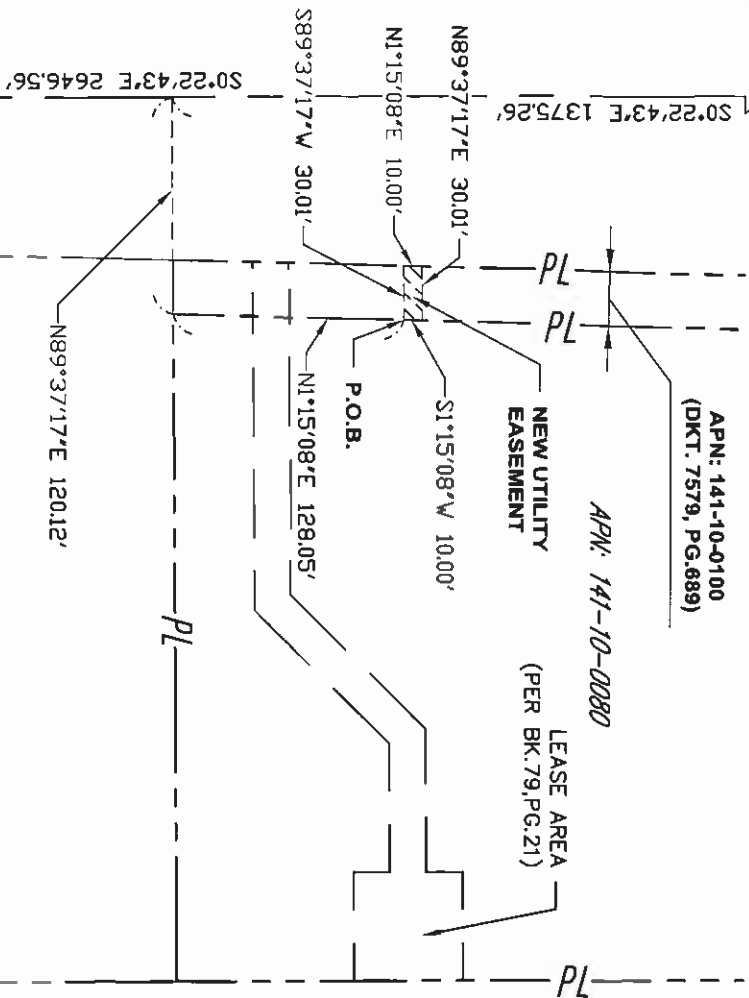
NEW UTILITY  
EASEMENT  
(PER BK.79,PG.21)



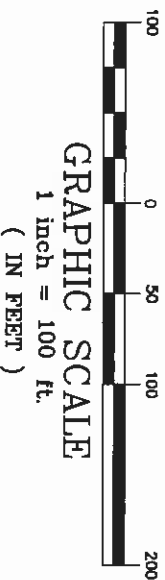
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
(E) EXISTING

## LEGEND

PL ——— PROPERTY LINE  
—— ADJOINER  
- - - - - NEW EASEMENT  
- - - - - (E) EASEMENT



W. 1/4 CORNER  
SECTION 20.  
(PER BK.79,PG.21)



DATE: 09/04/2013



AMBIT CONSULTING, LLC  
8631 SOUTH PRIEST DRIVE #102  
TEMPE, ARIZONA 85284

DESIGNED	BY	DATE
DRAWN	OH	07/12/13
APPROVED	MF	07/12/13

SITE I.D.: AZ005  
SITE NAME: TUCSON - NEW CCI TOWER  
7501 SOUTH KDLB ROAD  
CITY OF TUCSON, PIMA COUNTY, ARIZONA

EXHIBIT B  
SHEET 2 OF 2

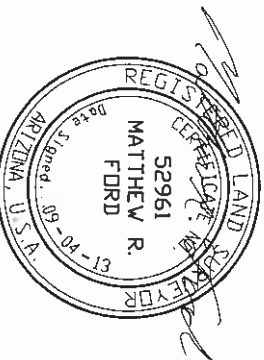
EASEMENT EXHIBIT - APN:141-10-0100  
A PORTION OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 15 EAST,  
GILA AND SALT RIVER BASE AND MERIDIAN  
PIMA COUNTY, ARIZONA

A PORTION OF THE REAL PROPERTY SHOWN AS, PIMA COUNTY PARCEL FOR INTERCEPTOR SEWER DKT.7579, PG.689, ON RECORD OF SURVEY RECORDED UNDER BOOK 79, PAGE 21, RECORDS OF PIMA COUNTY, ARIZONA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 15 EAST, GILA RIVER AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 00°22'43" EAST, A DISTANCE OF 2646.56; THENCE SOUTH 00°22'43" EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1375.26 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°37'17" EAST, A DISTANCE OF 120.12 FEET, TO THE SOUTHEAST CORNER OF SAID REAL PROPERTY; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PROPERTY, NORTH 01°15'08" EAST, A DISTANCE OF 128.05 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE SOUTH 89°37'17" WEST, A DISTANCE OF 30.01 FEET, TO THE WEST LINE OF SAID PROPERTY; THENCE ALONG SAID WEST LINE, NORTH 01°15'08" EAST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°37'17" 30.01 FEET, TO THE EAST LINE OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, SOUTH 01°15'08" WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.  
CONTAINING 300.1 SQUARE FEET MORE OR LESS.

**BASIS OF BEARING:**  
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE, ZONE CENTRAL.

**SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A REFERENCE HEREOF.**



EXPIRES 12/31/14

DATE: 09/04/2013

		<b>AMBIT CONSULTING, LLC</b>	
8631 SOUTH PRIEST DRIVE #102 TEMPE, ARIZONA 85284		DESIGNED DH	BY DH
		DRAWN DH	DATE 07/12/13
		APPROVED MF	DATE 07/12/13
SITE I.D.: AZ005 SITE NAME: TUCSON - NEW CCI TOWER 7501 SOUTH KOLB ROAD CITY OF TUCSON, PIMA COUNTY, ARIZONA			
SHEET 1		EXHIBIT A OF 2	