



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: February 6, 2018

Title: Aerial Easement to Tucson Electric Power Company ("TEP")
File # E-0088

Introduction/Background:

TEP has requested an aerial easement across Pima County owned property located south of the Rillito River and adjacent to TEP Sub Station at 3535 E. Kleindale, lying within Section 28, Township 13, Range 14 G&SRM, Pima County, Arizona.

Discussion:

TEP has determined they need to relocate an existing power pole currently located within an existing easement to a location just out of the easement area, which necessitates a new easement.

Conclusion:

This request has been reviewed by appropriate County staff and they agree to granting the easement.

Recommendation:

Staff recommends that the Pima County Board of Supervisors approve the Aerial Easement by unanimous consent to avoid auctioning the easement. Upon approval, staff will record the necessary conveyance document.

Fiscal Impact:

Pima County received \$1,850 which includes \$100 in revenue and \$1,750 in reimbursement for the appraisal fee.

Board of Supervisor District:

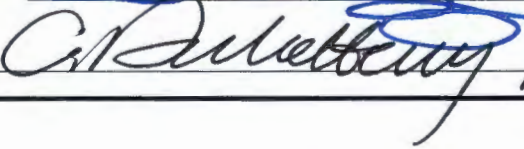
1 2 3 4 5 All

Department: Real Property Services Telephone: 724-6311

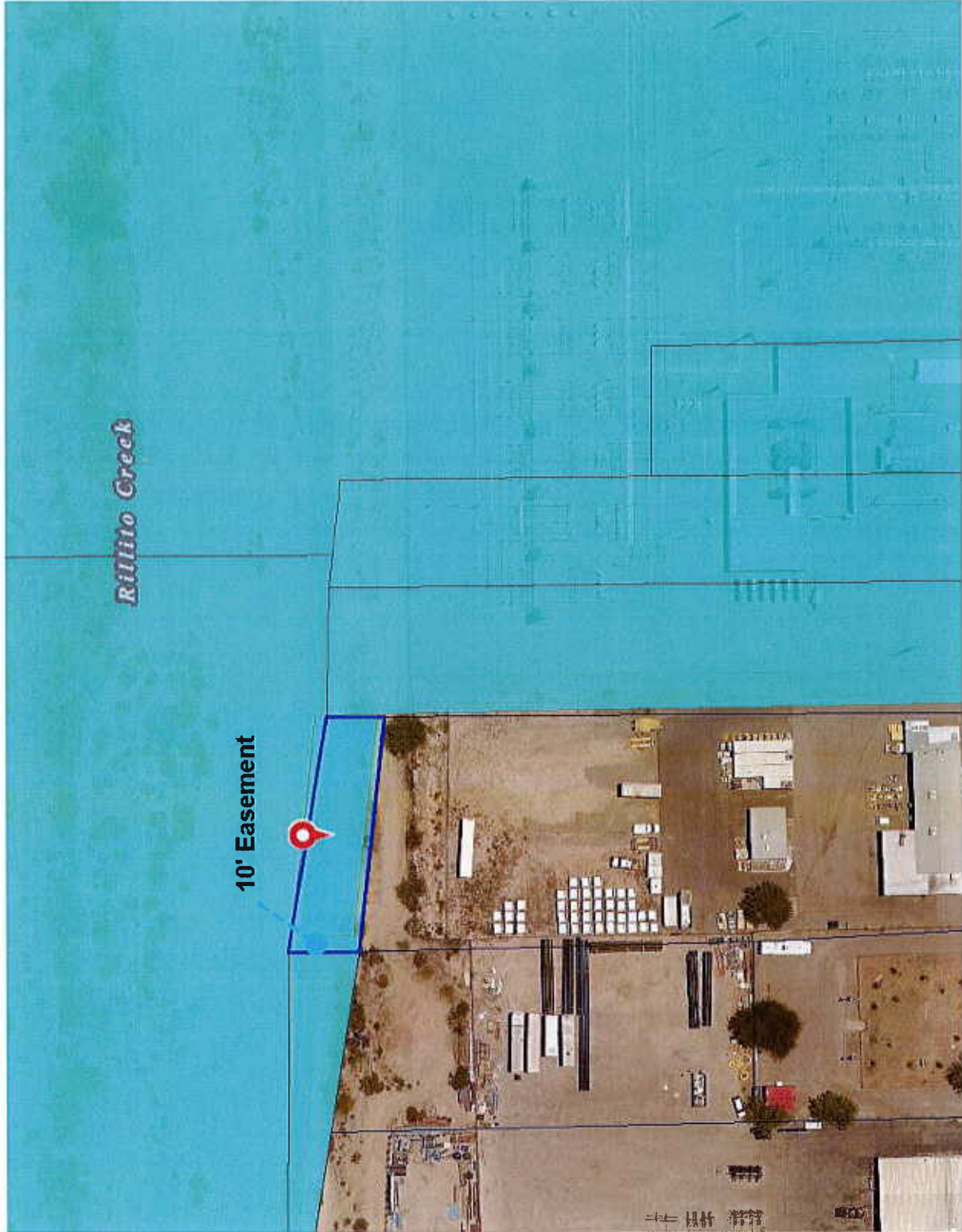
Contact: Tim Murphy Telephone: 724-6379

Department Director Signature/Date:  1/18/2018

Deputy County Administrator Signature/Date:  1/23/18

County Administrator Signature/Date:  1/23/18

PimaMaps Print



Legend

- Parcels
- PCGPR Acquisitions
 - Drainage Rights
 - Federal / State Rights
 - Misc Easement
 - Mitigation
 - Other
 - Property
 - Road Rights
 - Unknown
 - Utility Rights
 - Unassigned



TAX CODE # 111-03-038E

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.



COPY

RIGHT OF WAY EASEMENT Aerial Easement Only

PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual non-exclusive easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities (taken together, the "Facilities"), in, over, across and along that certain real property described as follows (the "Easement"):

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

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

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

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

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

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

Grantor hereby agrees that these covenants are made for the herein-described real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement.

Attached "Addendum to Easement" incorporated by reference.

COPY

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 _____, 2017.

GRANTOR: Pima County Flood Control District

Neil J. Konigsberg, Manager, Real Property Services

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2017, by Neil J. Konigsberg, Manager of Pima County Real Property Services.

Notary Public

(Seal)

COPY

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.

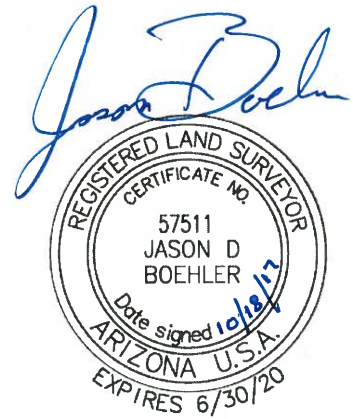
Indemnity. Grantee shall indemnify, defend and hold harmless from any and all present or future claims, demands and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee's agents, employees or contractors in connection with Grantee's use of the Easement area.

COPY

EXHIBIT 'A'

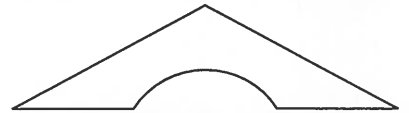
The West 10.00 feet of the North 34.69 feet of that certain parcel lying within Lot 7 of the of Rillito River Side Acres Subdivision recorded in Book 5, Maps and Plats at Page 46 and described in Sequence No. 2016096133 recorded in the Office of the Recorder, Pima County, Arizona, within the Southeast Quarter of Section 28, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, the south line of which is coincident with the north line of an Tucson Electric Power easement described in Docket 9568 at Page 1060 recorded in the said Office of the Recorder, Pima County, Arizona.

The above described strip of land contain 338 square feet, more or less.



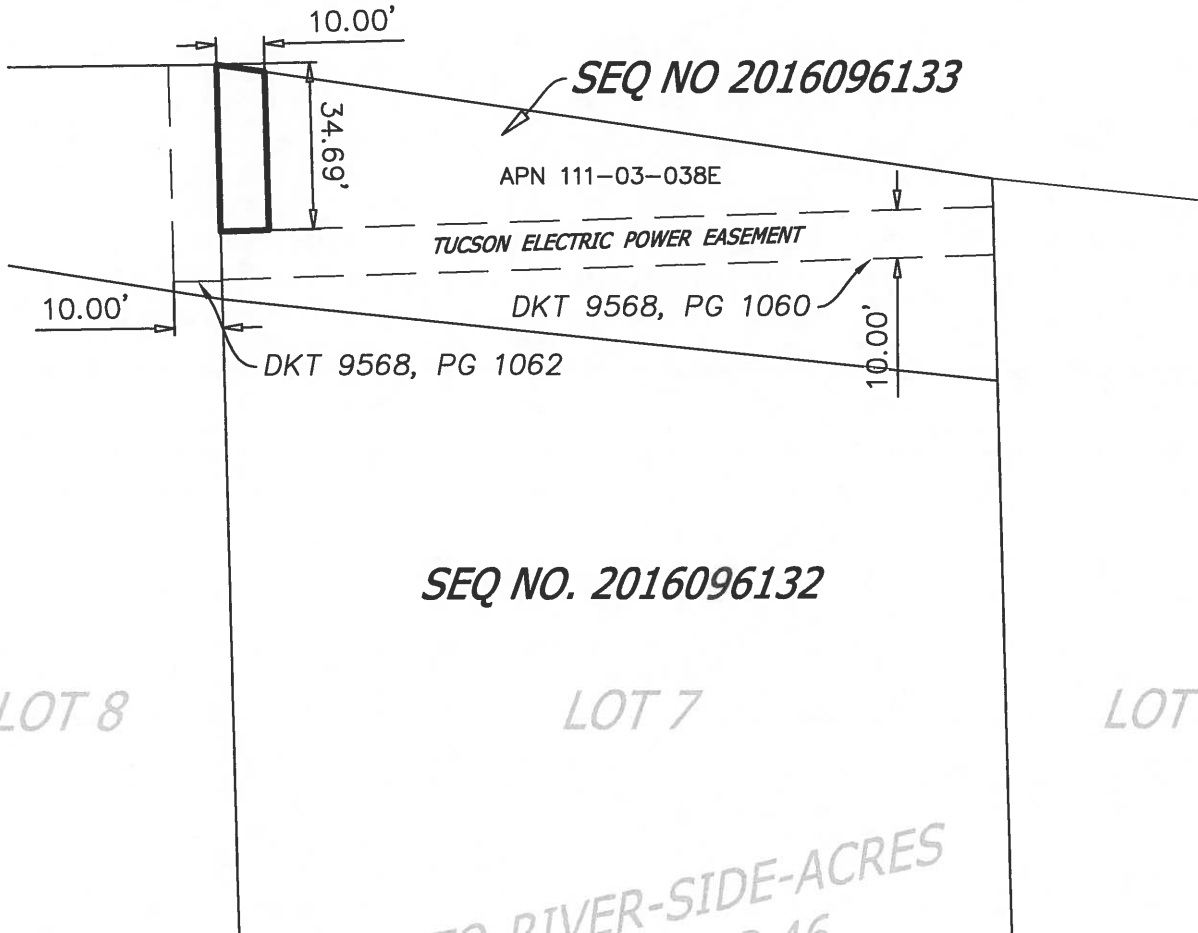
COPY

△ = FOUND MONUMENT AS DESCRIBED



NORTH

1"=40'



SEQ NO. 2016096132

RILLITO-RIVER-SIDE-ACRES
BK 5, M&P PG 46

P.C.N. _____

V.D.N. _____

SCALE 1"=40'

DFT _____ DATE _____

ENG _____ DATE _____

SURV _____ DATE _____

SUP _____ DATE _____



Tucson Electric Power Company

TUCSON, ARIZONA

EASEMENT

WITHIN
SEQ NO 2016096133
SEC. 28, T-13-S, R-14-E, G&SRM
PIMA COUNTY, ARIZONA

TITLE:

EXHIBIT 'A'

T 13 S R 14 E

STA. #	CODE	TYPE

SHEET 2 OF 2