



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

*Requested Board Meeting Date: January 21, 2014*

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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 installation of a transformer and underground electric facilities across a portion of Pima County owned Tax Parcel 118-18-0890 and located in Township 13 South, Range 13 East, Section 15, G&SRB&M, Pima County, Arizona.

The Easement was approved at the November 19, 2013 Board of Supervisors' Agenda meeting but is being resubmitted for approval due to a change in the Addendum to Easement attached to the Right of Way Easement document. The Relocation of Facilities paragraph has been removed from the Addendum. Upon further review by County staff, it was determined that these terms and conditions did not apply to this Easement.

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

Revenue: \$350.00

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

It is recommended that the Board of Supervisors approve and authorize the Chairman to execute the amended 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 ☐

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**IMPACT:**

**IF APPROVED:**

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

**IF DENIED:**

TEP will not acquire the necessary easement rights across Pima County property to construct the electrical facilities and will need to find a suitable new location.

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DEPARTMENT NAME: Public Works Real Property Services

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

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WHEN RECORDED RETURN TO:

DANA HAUSMAN  
REAL PROPERTY SERVICES  
PUBLIC WORKS ADMINISTRATION  
201 NORTH STONE AVENUE 6<sup>TH</sup> FLOOR  
TUCSON AZ 85701

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DOCUMENT TITLE: RIGHT OF WAY EASEMENT

The Right of Way Easement recorded 12/3/13 in Sequence 20133370247 is hereby amended and restated by the Right of Way Easement attached hereto.

## **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 \_\_\_\_\_, 2014.

**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 \_\_\_\_\_, 2014 by \_\_\_\_\_ as Chairman, 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"

## 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  $89^{\circ} 36' 33''$  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  $89^{\circ} 36' 33''$  West, a distance of fourteen and fifteen one-hundredths (14.15) feet to a point;

THENCE North  $45^{\circ} 24' 57''$  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;

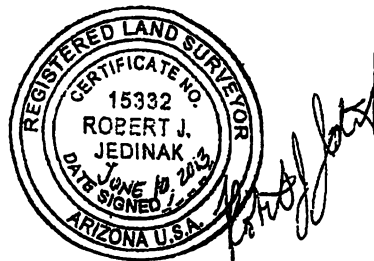
THENCE South  $89^{\circ} 35' 03''$  West, along said south line, a distance of two and ninety-three one-hundredths (2.93) feet to a point;

THENCE North  $00^{\circ} 24' 57''$  West, a distance of ten (10) feet to a point;

THENCE North  $89^{\circ} 35' 03''$  East, a distance of ten (10) feet to a point;

THENCE South  $00^{\circ} 24' 57''$  East, a distance of two and ninety-three one-hundredths (2.93) feet to a point;

THENCE South  $45^{\circ} 24' 57''$  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

(Continued)



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