



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

Requested Board Meeting Date: July 1, 2014

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

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

*This Easement is for the installation of underground utilities across a portion of Pima County Tax Parcel 304-69-046A, a portion of Block 35 of Canoa Ranch, Blocks 1-45, a subdivision of record in Book 54 at Page 74, of Maps and Plats, lying within Section 3, Township 19 South, Range 13 East, G&SRM, Pima County, Arizona.*

*TEP has requested the Easement to allow them to provide utility services to the Green Valley Hospital site.*

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

Revenue: \$1,100

CONTRACT NUMBER (if applicable): N/A

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

*Staff recommends that the Pima County Board of Supervisors approve and the Chair execute the Public Utility Easement to TEP.*

CORPORATE HEADQUARTERS: \_\_\_\_\_

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: -0- and/or REVENUE TO PIMA COUNTY: \$1,100

FUNDING SOURCE(S): N/A

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4	X	5		All
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**IMPACT:**

**IF APPROVED:**

TEP will acquire the necessary easement rights across Pima County property to construct underground public utilities to provide service to the Green Valley Hospital site. Pima County will receive \$1,100 in revenue.

**IF DENIED:**

TEP will not acquire the necessary easement rights across Pima County property to construct underground public utilities and will need to find an alternate route, causing a delay in the construction of the new Green Valley Hospital.

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, Qwest Corporation dba CenturyLink QC, a Colorado corporation, Cox Communications Arizona LLC, a Delaware limited liability company** and all other utility companies and agencies, their 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 owned by Grantee for the transmission and distribution of electricity, telephone and other communications, gas, water and cable television, 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 transmitting and distributing electrical energy, communications, gas, water and cable television, (collectively the "Facilities") in, under, across and along that certain real property described as follows (the "Easement Area"):

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.

Grantor hereby agrees that these covenants are made only 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. Additional conditions are included in attached "Addendum to Easement," which is incorporated herein by reference.

EASE-14-06  
2012-1-123  
W.R.#273032  
Green Valley Hospital  
119 S/O Blue Fox Road

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: \_\_\_\_\_  
Chair of the Pima County Board of Supervisors

Robin Brigode  
Printed Name

Sharon Bronson  
Printed Name

STATE OF ARIZONA    )  
                                  ) §  
COUNTY OF PIMA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Sharon Bronson, as the Chair of the Pima County Board of Supervisors for Pima County, a political subdivision of the State of Arizona.

\_\_\_\_\_  
Notary Public

2012-1-123  
W.R.#273032  
Green Valley Hospital  
119 S/O Blue Fox Road

## **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 Grantor 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.

**County Ordinances Compliance.** Grantee shall be subject to all County ordinances now in force or hereafter adopted. Grantee shall use and operate its Facilities within the Easement Area in accordance with all regulations applicable to the use of public rights-of-way. Grantee agrees that it will not assert any claim against the County that the provisions of this easement or any applicable County ordinance or regulation in force at the time of execution of this easement are unreasonable, arbitrary or void.

**Relocation of Facilities.** If subsequent to construction, Grantor, pursuant to Grantor's public use of the Easement Area, would require relocation of the facilities, Grantor may require Grantee to relocate all or any portion of the Facilities on Grantor's Property as is necessary to accommodate Grantor's actual or proposed public use of the Easement Area that is incompatible or inconsistent with this Easement. In such event Grantor shall give written notice to Grantee of such public use, and Grantee will relocate all or any portion of the Facilities as specified in the notice as expeditiously as possible, but no later than 120 days after receipt of the notice. Grantor shall make all reasonable effort to allow an easement on Grantor's property at no cost to Grantee. Facility relocation costs shall be at Grantee's sole expense and to the satisfaction of Grantor; provided that there shall be no additional cost to Grantee for the value of the new easement area. Grantee waives any claim to compensation or reimbursement from Grantor for any relocation costs. If Grantee fails to relocate the Facilities as provided herein, Grantee shall be responsible for delay costs as provided in Pima County Ordinance 10.50.060.



INSPIRATION - INNOVATION - INTEGRITY

### UTILITY EASEMENT

An easement for utility purposes lying within a portion of Block 35 of Canoa Ranch, Blocks 1-45, a Subdivision recorded in Book 54 of Maps and Plats at Page 74, Pima County Recorder's Office, being within a portion of San Ignacio De La Canoa Land Grant, Township 19 South, Range 13 East, portions of Projected Section 3, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**COMMENCING** at a found  $\frac{1}{2}$ " rebar with no tag being on the Eastern Right of Way line of Interstate 19 and at the Northwest corner of said Canoa Ranch, Blocks 1-45, from which a found  $\frac{1}{2}$ " rebar with no tag being at the Northeast corner of said Canoa Ranch, Blocks 1-45, bears (Record) South  $59^{\circ}13'12''$  East and (Measured) South  $59^{\circ}12'54''$  East a distance of 7943.80 feet;

**THENCE** from **COMMENCEMENT POINT**, along the North Boundary line of said Block 35, South  $59^{\circ}12'54''$  East a distance of 154.98 feet to a point;

**THENCE** South  $30^{\circ}47'06''$  West a distance 50 feet to a point being on the Southern line of an existing utility easement recorded in Docket 12637 at Page 543, also being the **TRUE POINT OF BEGINNING**;

**THENCE** along said Southern line, South  $59^{\circ}12'54''$  East a distance of 22.13 feet to a point;

**THENCE** South  $78^{\circ}07'02''$  West a distance of 61.92 feet to a point;

**THENCE** South  $33^{\circ}07'02''$  West a distance of 59.79 feet to a point on a tangent curve to the left;

**THENCE** along said tangent curve to the left with a radius of 492.50 feet, an arc length of 68.73 feet, a central angle of  $07^{\circ}59'45''$ , with a chord bearing of South  $29^{\circ}07'10''$  West, and a chord distance of 68.68 feet to a point;

**THENCE** South  $25^{\circ}07'17''$  West a distance of 79.34 feet to a point being on the Northern line of Block 36 of said Canoa Ranch, Blocks 1-45;

**THENCE** along said Northern line, North  $59^{\circ}13'12''$  West a distance of 15.07 feet to a point;

**THENCE** North  $25^{\circ}07'17''$  East a distance of 77.85 feet to a point being on a tangent curve to the right;



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**THENCE** along said tangent curve to the right with a radius of 507.50 feet, an arc length of 70.82 feet, a central angle of 07°59'45", with a chord bearing of North 29°07'10" East, and a chord distance of 70.77 feet to a point;

**THENCE** North 33°07'02" East a distance of 56.42 feet to a point;

**THENCE** North 56°52'58" West a distance of 15.03 feet to a point;

**THENCE** South 33°07'02" West a distance of 4.06 feet to a point;

**THENCE** North 53°31'31" West a distance of 15.00 feet to a point;

**THENCE** North 33°07'02" East a distance of 30.05 feet to a point;

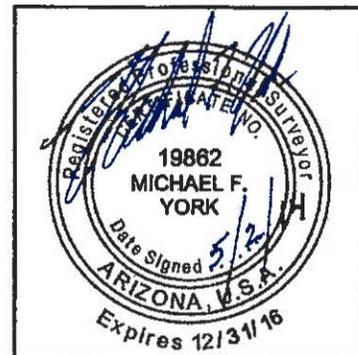
**THENCE** South 53°31'31" East a distance of 15.00 feet to a point;

**THENCE** South 34°27'32" East a distance of 24.07 feet to a point;

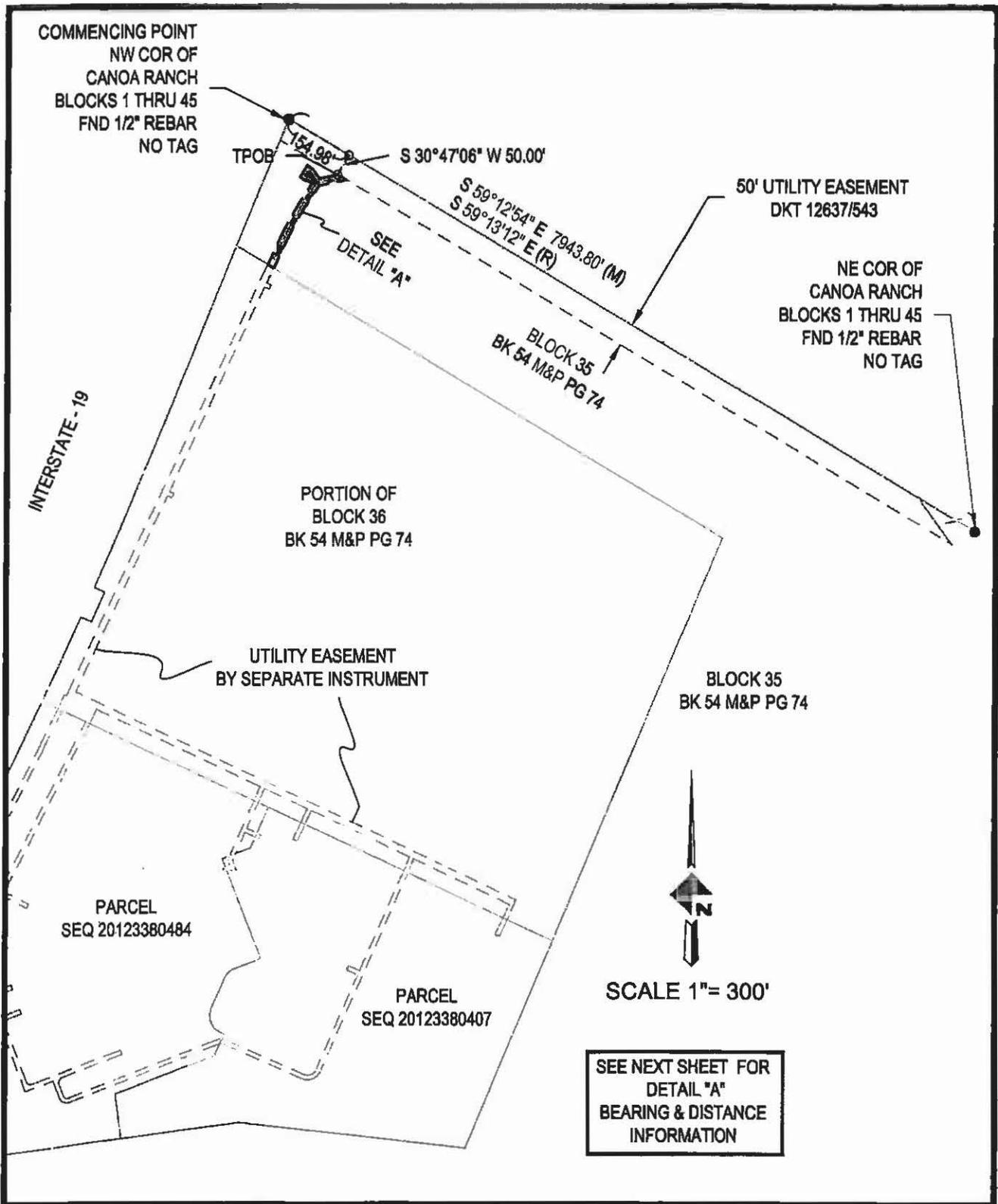
**THENCE** North 78°07'02" East a distance of 41.64 feet to a point on the Southern line of said existing utility easement recorded in Docket 12637 at Page 543, also being the **TRUE POINT OF BEGINNING**.

The above described easement contains approximately 4,853 square feet or 0.111 acres more or less.

Prepared for purpose of: *utility easement*  
Prepared for: *Green Valley Hospital*  
Prepared by: *Michael F. York, RLS*  
Prepared on behalf of: *DOWL HKM*  
Prepared on: *March 28, 2014*  
Revised on: *May 2, 2014*



*DOWL HKM accepts no liability for this legal description if it has been modified or reformatted in any way, for any reason, from its original format and content or used for any purpose other than that for which it was prepared.*



**DOWL HKM**

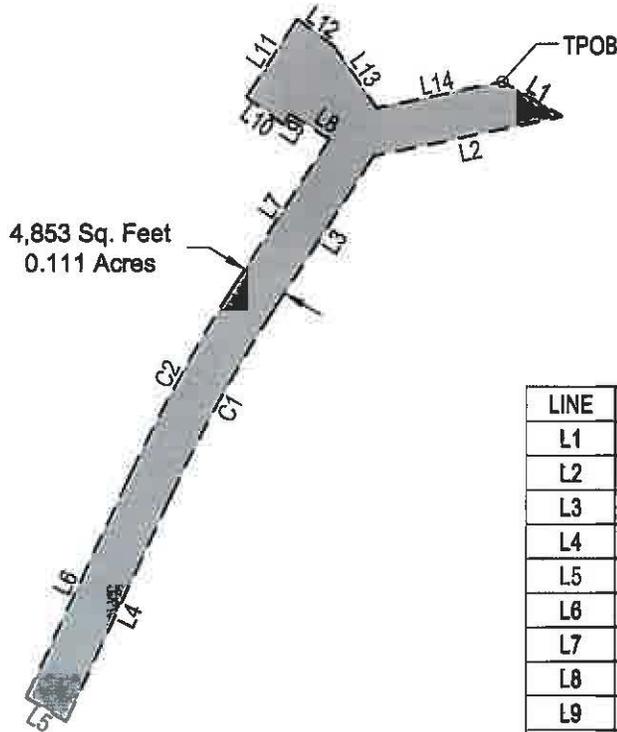
EXHIBIT FOR LEGAL DESCRIPTION

40862.01  
3-28-2014  
REVISED 5-2-2014  
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UTILITY EASEMENT DETAIL "A"



N.T.S.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 59°12'54" E	22.13'
L2	S 78°07'02" W	61.92'
L3	S 33°07'02" W	59.79'
L4	S 25°07'17" W	79.34'
L5	N 59°13'12" W	15.07'
L6	N 25°07'17" E	77.85'
L7	N 33°07'02" E	58.42'
L8	N 56°52'58" W	15.03'
L9	S 33°07'02" W	4.08'
L10	N 53°31'31" W	15.00'
L11	N 33°07'02" E	30.05'
L12	S 53°31'31" E	15.00'
L13	S 34°27'32" E	24.07'
L14	N 78°07'02" E	41.64'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	7°59'45"	492.50'	68.73'	S 29°07'10" W	68.68'
C2	7°59'45"	507.50'	70.82'	N 29°07'10" E	70.77'



EXHIBIT FOR LEGAL DESCRIPTION

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