



BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: August 6, 2013 Addendum

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

1. Right-Of-Way Easement for overhead power lines to Tucson Electric Power Company, an Arizona corporation.

This Easement is for overhead power lines across Pima County drainage way property east of and adjacent to parcel 304-27-001X, which is located in the San Ignacio De La Canoa Land Grant. The Easement being requested is needed to provide power to a well site owned by Farmers Investment Company. This Easement supersedes and replaces in its entirety, that certain Right-of-Way Easement previously approved by the Board of Supervisors on the April 9, 2013 Agenda.

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 overhead power lines to Tucson Electric Power Company, an Arizona 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:

Tucson Electric Power Company, an Arizona corporation, will acquire the requested easement right to provide power to the Farmers Investment Company well site.

IF DENIED:

Tucson Electric Power Company, an Arizona corporation, will not acquire the requested easement right to provide power to the Farmers Investment Company well site and will be forced to look for an alternate easement location.

DEPARTMENT NAME: Public Works, Real Property Services

CONTACT PERSON: Marty Stickford **TELEPHONE NO.:** 740-6379

RIGHT OF WAY EASEMENT (AERIAL ONLY)

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, cables and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities, in, over, 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. Subsequent to construction, if Grantor change the grade in such a way as to require relocation of the facilities, the cost of relocation shall be borne by Grantor or subsequent owners.

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.

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.

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

By: _____
Chairman, Pima County Board of Supervisors

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

February 14, 2013

WLB No. 112013-A-003 1003X

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**LEGAL DESCRIPTION
UTILITY EASEMENT**

A Utility Easement located in a portion of a parcel of land within the San Ignacio De La Canoa Land Grant, said parcel described in Docket 10884 at Page 668 in the office of the Pima County, Arizona Recorder, said easement being more particularly described as follows;

COMMENCING at the Southeasterly corner of a parcel of land described in Docket 10750 at Page 1692 in said Recorders Office;

THENCE N 07°05'12" E along the Easterly line of said parcel, a distance of 0.78 feet;

THENCE departing said Easterly line, S 84°45'55" E a distance of 8.01 feet to the **TRUE POINT OF BEGINNING**;

THENCE S 05°14'05" W a distance of 1.03 feet;

THENCE S 82°55'12" E a distance of 61.97 feet;

THENCE N 07°05'12" E a distance of 11.04 feet;

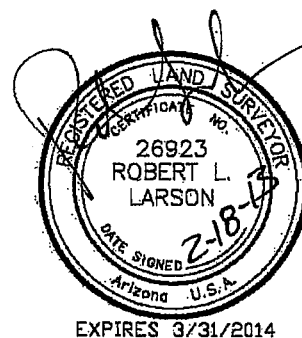
THENCE N 84°45'55" W a distance of 62.29 feet;

THENCE S 05°14'05" W a distance of 8.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 623 square feet or 0.014 acres more or less.

Prepared By:
THE WLB GROUP, INC.

Robert L. Larson
RLL:rl





1"=100'

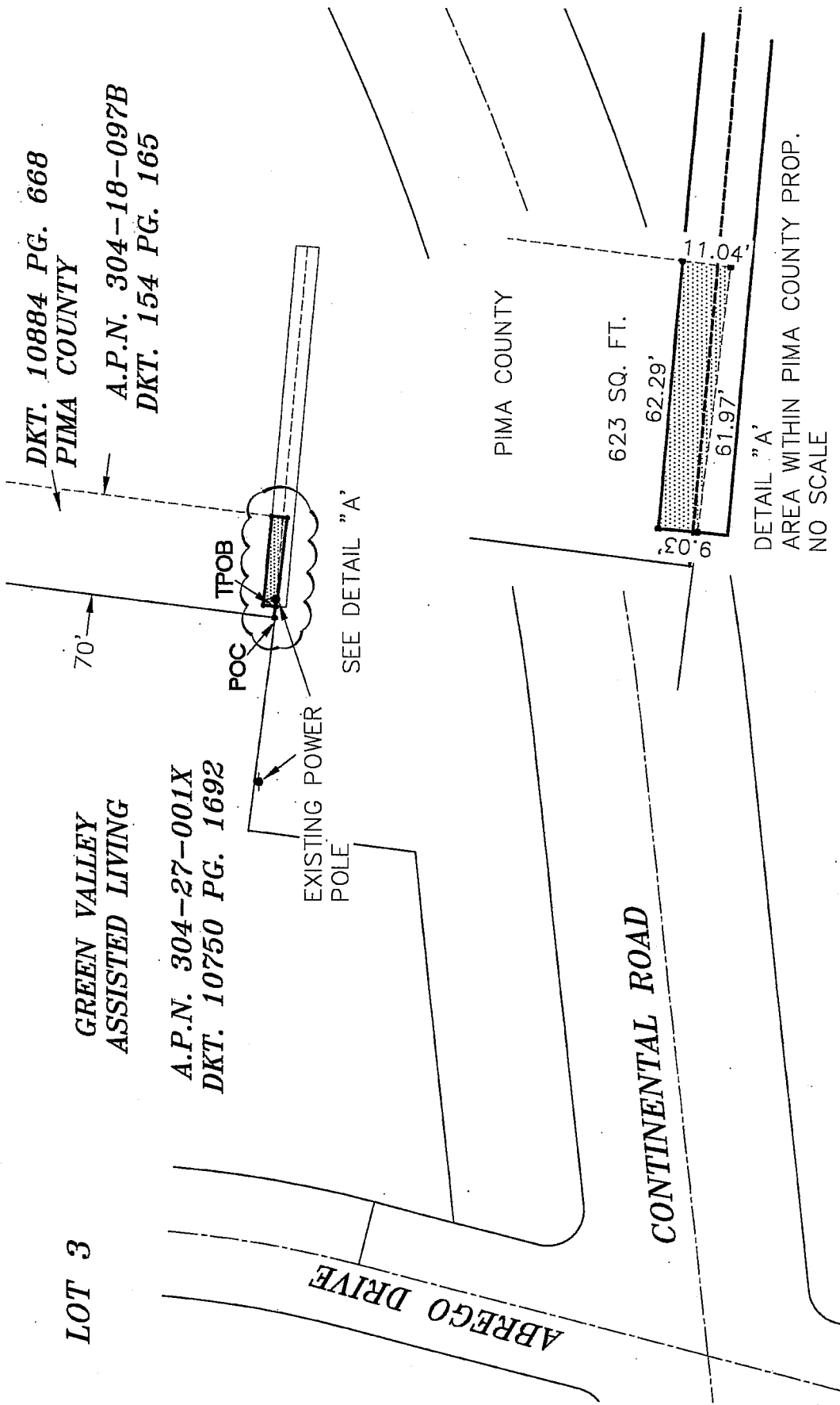


EXHIBIT TO ACCOMPANY DESCRIPTION OF
UTILITY EASEMENT
WITHIN

PIMA COUNTY
DKT. 10884 PG. 668
PIMA COUNTY, ARIZONA