



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

*Requested Board Meeting Date: November 19, 2013*

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

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

This Easement is for overhead power lines across Pima County owned Tax Parcel 115-18-037A, which is located in Township 14 South, Range 13 East, Section 2, G&SRB&M, Pima County, Arizona. The Easement being requested is needed in order to construct a new transmission line to TEP's Tucson Substation located near 5<sup>th</sup> Street and 11<sup>th</sup> Avenue.

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

Revenue: \$7,300.00

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

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

PIMA COUNTY COST: \$ -0- and/or REVENUE TO PIMA COUNTY: \$7,300.00

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 to construct the transmission line to its Tucson Substation. The County will receive \$7,300 in revenue.

**IF DENIED:**

TEP will not acquire the necessary easement rights to construct the transmission line to its Tucson Substation and will need to look for an alternate easement location.

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DEPARTMENT NAME: Public Works Real Property Services

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

## **ELECTRIC TRANSMISSION AND DISTRIBUTION AERIAL 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, 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 Grantee's 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 changes 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 Sustainability and Conservation when planning and designing construction and when implementing cultural resources 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.

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    )  
                              ) ss  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Ramon Valadez as Chairman, Pima County Board of Supervisors for Pima County, a political subdivision of the State of Arizona.

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

My commission expires:

\_\_\_\_\_

### **Addendum to Easement**

**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

An easement within a portion of Fractional Lot 3 of Section 2, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly being a portion of that certain real property described and recorded in Docket 6677 at Page 512 in the Office of the Recorder, Pima County, Arizona, said easement described as follows:

Commencing at the northwest corner of the afore-mentioned Section 2, Township 14 South, Range 13 East;

thence South 89 degrees 38 minutes 16 seconds East, 639.58 feet along the north line of the northwest quarter of said Section 2 to a point on the Survey & Construction centerline (1990) of Interstate 10 (P.O.T., Sta. 98+93.34) (ADOT drawing No. D-10-T-369);

thence South 32 degrees 46 minutes 34 seconds East, 152.60 feet along said construction centerline to a point of curve concave to the northeast having a radius of 11491.16 feet;

thence along said curve an arc distance of 586.07 feet through a central angle of 2 degrees 55 minutes 20 seconds;

thence South 35 degrees 41 minutes 54 seconds East, 1848.31 feet to a point of curve concave to the southwest having a radius of 7639.44 feet;

thence along said curve an arc distance of 2117.70 feet through a central angle of 15 degrees 52 minutes 58 seconds;

thence along a radial bearing of North 70 degrees 11 minutes 04 seconds East, 320.91 feet to an angle point in the said Interstate 10 easterly right of way as established by and described and recorded in Docket 10075 at Page 1630, Office of the Recorder, Pima County, Arizona (P.O.C., Station 145+98.34, 320.91 feet Left);

thence South 74 degrees 53 minutes 13 seconds West, 30.11 feet along the said right of way to the **POINT of BEGINNING**;

thence South 13 degrees 59 minutes 53 seconds East, 302.72 feet;

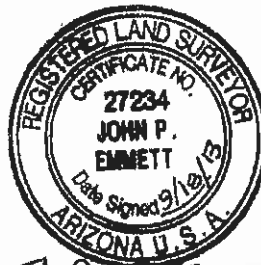
thence South 14 degrees 08 minutes 39 seconds East, 95.83 feet to a point on the said Interstate 10 easterly right of way (P.O.C., Sta. 149+79.55, 260.58' left) to a point on a non-tangent curve concave to the west having a radius of 7714.44 feet to which a radial line bears North 73 degrees 24 minutes 56 seconds East;

EXHIBIT "A" Continued

thence northerly along said curve and said easterly right of way an arc distance of 399.05 feet through a central angle of 2 degrees 57 minutes 50 seconds to an angle point on said easterly right of way (P.O.C., Sta. 145+93.73, 262.93 feet left);

thence North 74 degrees 53 minutes 13 seconds East, 28.07 feet to the **POINT of BEGINNING**.

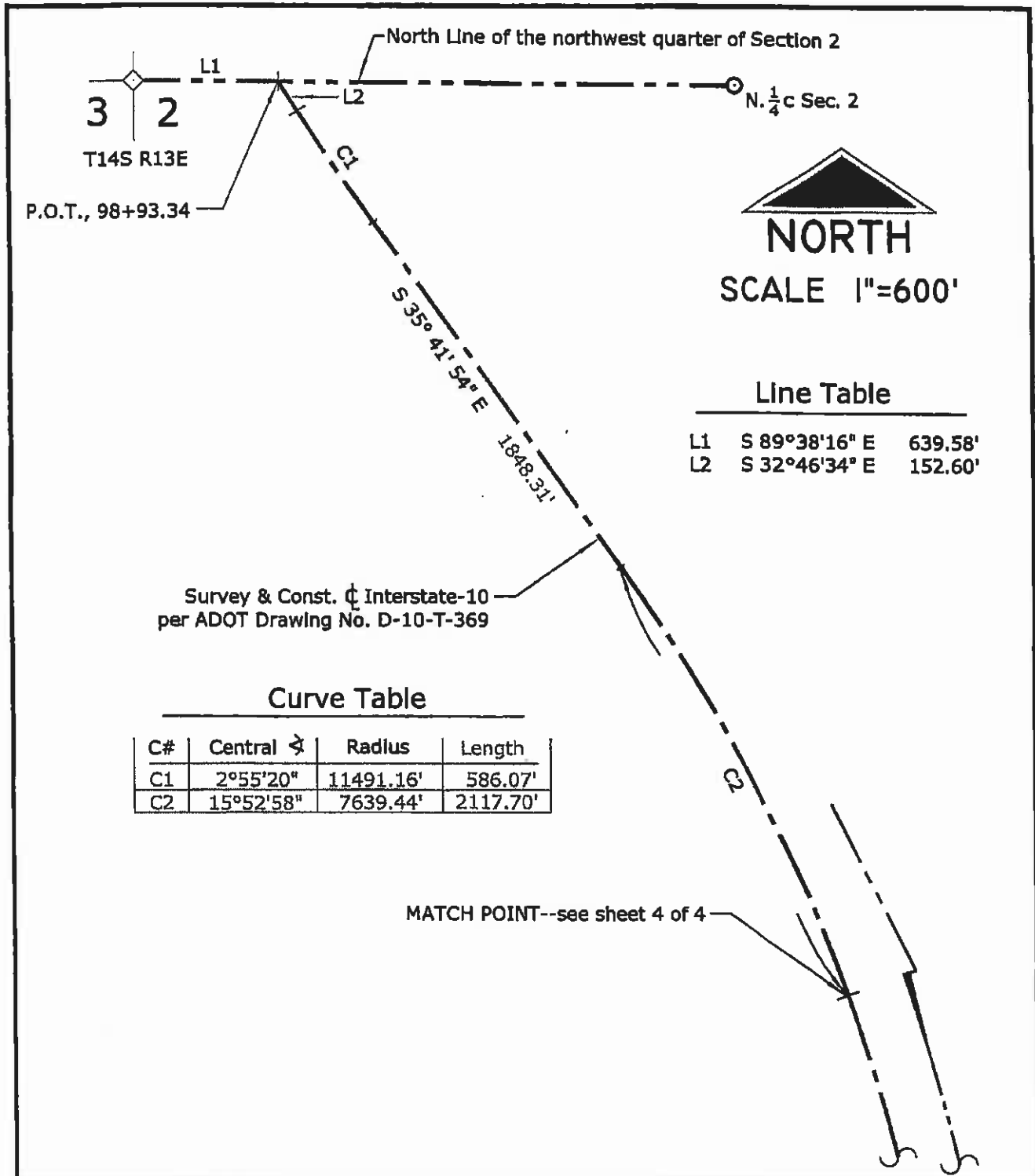
Said easement contains 4869 square feet, more or less.




*John P. Emmett*

EXPIRES 6/30/2014

EXHIBIT "A" Continued



P.E.N. _____ V.D.N. _____ SCALE 1"=600' DPT. J. Emmett DATE 9/18/13 ENG. _____ DATE _____ SURV. J. Emmett DATE 9/18/13 SUP. _____ DATE _____	 <b>Tucson Electric Power Company</b> TUCSON, ARIZONA	<b>Exhibit A</b> T14S R13E S2 TITLE: Easement within Parcel Recorded in Book 6677 Page 512, Pima County, AZ lying within Fractional Lot 3, Section 2, T. 14 S., R 13 E., G. & S.R.M., Pima County, Arizona SHEET 3 OF 4
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P.O.C., 145+93.73, 262.93' LT.

P.O.C., Sta. 145+98.34,  
320.91' LT.

N 70°11'04" E (rad. brg.) 320.91'

P.O.B.

Area of Easement  
contains 4869 square feet, more or less.

MATCH POINT--see sheet 3 of 4

Survey & Const. of Interstate-10  
per ADOT Drawing No. D-10-T-3369

**Line Table**

L1	S 74°53'13" W	30.11'
L2	N 74°53'13" E	28.07'

Easterly Right-of-way per Docket 10075 Page 1630  
S 13°59'53" E 302.72'  
Δ = 2°57'50" R = 7714.44' L = 399.05'

Book 6677 Page 512

N 73°24'56" E (radial bearing)  
P.O.C., Sta. 149+79.55, 260.58' LT.

P.C.N. \_\_\_\_\_  
V.O.N. \_\_\_\_\_  
SCALE 1"=60'  
BY J. Emmett DATE 9/18/13  
CHK \_\_\_\_\_ DATE \_\_\_\_\_  
SURV J. Emmett DATE 9/18/13  
SUP \_\_\_\_\_ DATE \_\_\_\_\_



**Tucson Electric Power Company**

TUCSON, ARIZONA

**Exhibit A**

T14S R13E S2

TITLE Easement within Parcel Recorded in Book  
6677 Page 512, Pima County, AZ lying within  
Fractional Lot 3, Section 2, T. 14 S., R 13 E.,  
G. & S.R.M., Pima County, Arizona

BY & DATE

SHEET 4 OF 4