



## BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: August 2, 2016

**Title:** Aerial Easement to Tucson Electric Power Company ("TEP") File E-0034

### **Introduction/Background:**

TEP has requested an aerial easement across Pima County owned property located East of Tucson Nogales Highway, lying within Section 10, Township 18, Range 13 G&SRM, Pima County, Arizona.

### **Discussion:**

TEP has determined they need to provide electric service to an adjacent parcel and the only way to provide it is to construct an overhead distribution line over the drainage way dedicated to Pima County per plat recorded in 1963 in Book 16, page 76.

### **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 and the Chair execute the Aerial Easement by unanimous consent to avoid auctioning the easement.

### **Fiscal Impact:**

Pima County received \$2,491 which includes \$141 in revenue, which is the appraised value of the easement, and \$2,350 in reimbursement for the appraisal fee.

### **Board of Supervisor District:**

☐ 1      ☐ 2      ☐ 3      ☒ 4      ☐ 5      ☐ All

Department: Public Works Real Property Services

Telephone: 724-6379

Department Director Signature/Date: [Signature] 7/19/16

Deputy County Administrator Signature/Date: [Signature] 7/20/16

County Administrator Signature/Date: [Signature] 7/20/16

JUL 27 10 03 AM '16 PCD/KCF/MD

## **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 distribution of electricity, consisting of wires, cables, risers, poles and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities, over, 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 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.

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 \_\_\_\_\_, 2016.

**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 \_\_\_\_\_, 2016,  
by \_\_\_\_\_ as Chairman, Pima County Board of Supervisors for Pima County, a political subdivision of the State of Arizona.

\_\_\_\_\_  
Notary

A 16' ELECTRIC EASEMENT THROUGH THE DEDICATED 84' DRAINAGEWAY LOCATED NORTH OF BLOCK 12 OF TUCSON GREEN VALLEY UNIT NO. 1 AS RECORDED BOOK 16, AT PAGE 76 OF MAPS AND PLATS OF THE PIMA COUNTY RECORDER'S OFFICE, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID 84' WIDE DRAINAGEWAY;

THENCE UPON THE NORTH LINE OF SAID DRAINAGEWAY, NORTH 84°31'45"EAST, A DISTANCE OF 16.21 FEET;

THENCE SOUTH 03°40'55"WEST, A DISTANCE OF 85.08 FEET TO THE SOUTH LINE OF SAID 84' DRAINAGEWAY;

THENCE UPON SAID SOUTH LINE, SOUTH 84°31'45"WEST, A DISTANCE OF 16.21;

THENCE NORTH 03°40'55"EAST, A DISTANCE OF 85.08 FEET TO THE POINT OF BEGINNING.

PREPARED BY  
DAVID A. RHINE, RLS  
AZTEC LAND SURVEYING, INC.



EXPIRES 03/31/2019

US ROUTE 89 - INTERSTATE 19

EXISTING 16' ALLEY - TUCSON GREEN VALLEY UNIT NO. 1  
BOOK 16/ PAGE 76 M/P

N84°31'45"E

16.21'

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EXISTING 84' DRAINAGEWAY  
TUCSON GREEN VALLEY  
UNIT NO. 1  
BOOK 16/ PAGE 76 M/P

S84°31'45"W

EXISTING 20' ALLEY  
TUCSON GREEN VALLEY  
UNIT NO. 1  
BOOK 16/ PAGE 76 M/P

**SURVEYORS STATEMENT**

I, DAVID A. RHINE, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF ARIZONA, HAVE PREPARED THIS DOCUMENT FOR EXHIBIT PURPOSES ONLY AND MAY NOT BE SURVEYED/STAKED ON THE GROUND.

BLOCK  
12



EXPIRES 03/31/2019

**EXHIBIT DRAWING**

A PORTION OF BLOCK 12 TUCSON  
GREEN VALLEY UNIT NO. 1, BOOK  
16/ PAGE 76 M/P OF THE PIMA  
COUNTY RECORDERS OFFICE,  
PIMA COUNTY, ARIZONA

SAN IGNACIO DE LA  
CANOA LAND GRANT  
PIMA COUNTY, ARIZONA

Drn. DAR Ck'd DAR

Scale: 1" = 20'

DATE: 05/06/2016

Job No. 42816

Sheet 2 of 2

**AZTEC LAND SURVEYING, INC.**

7320 N LA CHOLLA BLVD., 154-127 TUCSON, ARIZONA  
PHONE: (520) 490-2027 FAX: (480) 963-2147

## **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.

**Restriction.** By accepting the Easement Area, the Grantee, for itself, himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.