



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: September 6, 2016

Title: Sewer Easement to The Town of Marana ("TOM") File E-0015

Introduction/Background:

TOM has requested a sewer easement across Pima County Flood Control District owned property located East of Airline Road, North of Avra Valley Road, lying within Section 7, Township 12S, Range 13E G&SRM, Pima County, Arizona.

Discussion:

The Board of Directors of the Pima County Flood Control District approved an IGA with the TOM on April 19, 2016 for the construction and maintenance of the Saguaro Bloom Sewer Line Under the Lower Santa Cruz Levee on District property acquired by the District by Special Warranty Deed recorded in Docket 10878, Page 3200.

Conclusion:

This request has been reviewed by appropriate County staff and they agree to granting the easement.

Recommendation:

Staff recommends that the Pima County Flood Control District Board of Directors approve and the Chair execute the Sewer Easement by unanimous consent to avoid auctioning the easement

Fiscal Impact:

Pima County Flood Control District will receive \$512 in revenue. TOM paid for the appraisal.

Board of Supervisor District:

☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ All

Department: Public Works Real Property Services

Telephone: 724-6379

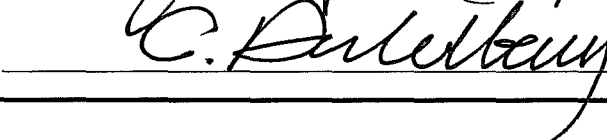
Department Director Signature/Date:

 8/10/16

Deputy County Administrator Signature/Date:

 8/16/16

County Administrator Signature/Date:

 8/16/16

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PUBLIC SEWER EASEMENT

For valuable consideration, the **PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT** ("Grantor"), a political taxing subdivision of the State of Arizona, does hereby grant without warranty to the **TOWN OF MARANA** ("Grantee"), an Arizona municipal corporation, a permanent, exclusive easement (this "Easement") for the purpose of construction, installation, maintenance, repair, operation, replacement and removal of sewer lines, manholes and appurtenances (collectively the "Facilities") in, over, under and across the real property more particularly described and depicted in **Exhibit A** attached to and incorporated by this reference in this instrument (the "Property").

Grantor may use the Property for any purpose consistent with the exercise of this Easement by the Grantee. Grantor further reserves, for itself, its successors, assigns, executors and invitees, the right to construct roads over the easement area to access the remainder of Grantor's property from adjacent or nearby streets and public rights of way. Except as allowed in the previous sentence, Grantor agrees not to construct any obstruction or encroachment on the Property that would (i) interfere with Grantee's access to the Facilities at all times; (ii) block or impede sewer maintenance vehicles within or along the Property; or (iii) interfere in any way with the construction, installation, maintenance, repair, operation or removal of the Facilities. Grantee may enter on the Property at any time without notice or prior institution of any suit or proceeding at law for the purpose of construction, maintenance, repair, service, replacement, or removal of any Facilities. Grantee's construction, maintenance, repair, service, replacement, or removal of Facilities must conform to standards required by the National Flood Insurance Program for flood control levee certification. Following its construction, maintenance, repair, service, replacement, or removal of any Facilities, Grantee will restore the Property to its general prior condition in conformance to standards required by the National Flood Insurance Program for flood control levee certification. Grantee will not repair, replace, or restore obstructions or encroachments on the Property, and will not reimburse Grantor for losses associated with damage or removal of these items.

This Easement and the covenants, terms and conditions contained in this instrument are intended to and shall run with the land. This grant is without warranty of any kind. Grantee takes the Property in its AS IS condition with all faults.

This Easement is subject to the following additional terms and provisions:

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.

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.

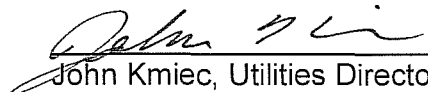
Restriction. By accepting the Easement Area, the Grantee, for itself, himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, 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.

GRANTED this ____ day of _____, 20__.

GRANTOR:

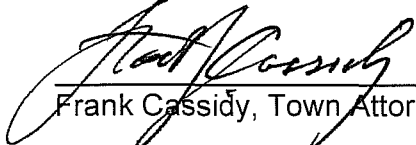
PIMA COUNTY REGIONAL FLOOD CONTROL
DISTRICT, a political taxing subdivision
of the State of Arizona

ACCEPTED:
TOWN OF MARANA


John Kmiec, Utilities Director

By: _____
Chair, Board of Directors

APPROVED AS TO FORM:


Frank Cassidy, Town Attorney

STATE OF ARIZONA)
County of Pima) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Chair of the Board of Directors of PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona, on its behalf.

(Seal)

Notary Public

EXHIBIT A TO PUBLIC SEWER EASEMENT

Page 1 of 2



Stantec Consulting Services Inc.
5151 E Broadway Boulevard Suite 400, Tucson AZ 85711-3712

DESCRIPTION OF A SEWER EASEMENT

DESCRIPTION of a public sewer easement over, under and across a portion of Pima County Assessor Parcel No. 216-14-005B, located in the Northwest Quarter of Section 7, Township 12 South, Range 12 East, G&SRM, Pima County, Arizona. Said easement being more fully described as follows:

BEGINNING at the North Quarter corner of said Section, marked by a found 2-inch pipe with nail, from which the Center of said Section 7, marked by a found 2-inch brass cap, bears South 00°39'27" East, a distance of 2639.97 feet;

THENCE South 00°10'20" West a distance of 510.84 feet;

THENCE South 63°05'17" East a distance of 5.14 feet;

THENCE South 00°09'13" West a distance of 254.64 feet, more or less, to a point on the South line of that Parcel 3 described in Docket 10878, Page 3200, of the Pima County Records;

THENCE along said South line, North 63°10'29" West a distance of 56.18 feet;

THENCE departing said line, North 00°08'15" East a distance of 254.77 feet;

THENCE South 63°05'17" East a distance of 17.57 feet;

THENCE North 00°10'20" East a distance of 495.47 feet, more or less, to a point on the North line of said parcel;

THENCE North 89°42'10" East a distance of 30.00 feet to the **POINT OF BEGINNING**.

The above described easement contains 27,891 square feet or 0.640 acres of land, more or less.

Stantec Consulting accepts no liability for this description if it has been modified or reformatted in any way from its original format and content, or used for any purpose other than that for which it was originally intended.

Prepared by Warren D. Thompson, RLS 16908
Prepared on May 29, 2015
Revised on September 29, 2015
Prepared for and on behalf of Stantec Consulting Services Inc.
Project Number: 181300419



EXPIRES ON 9-30-2016

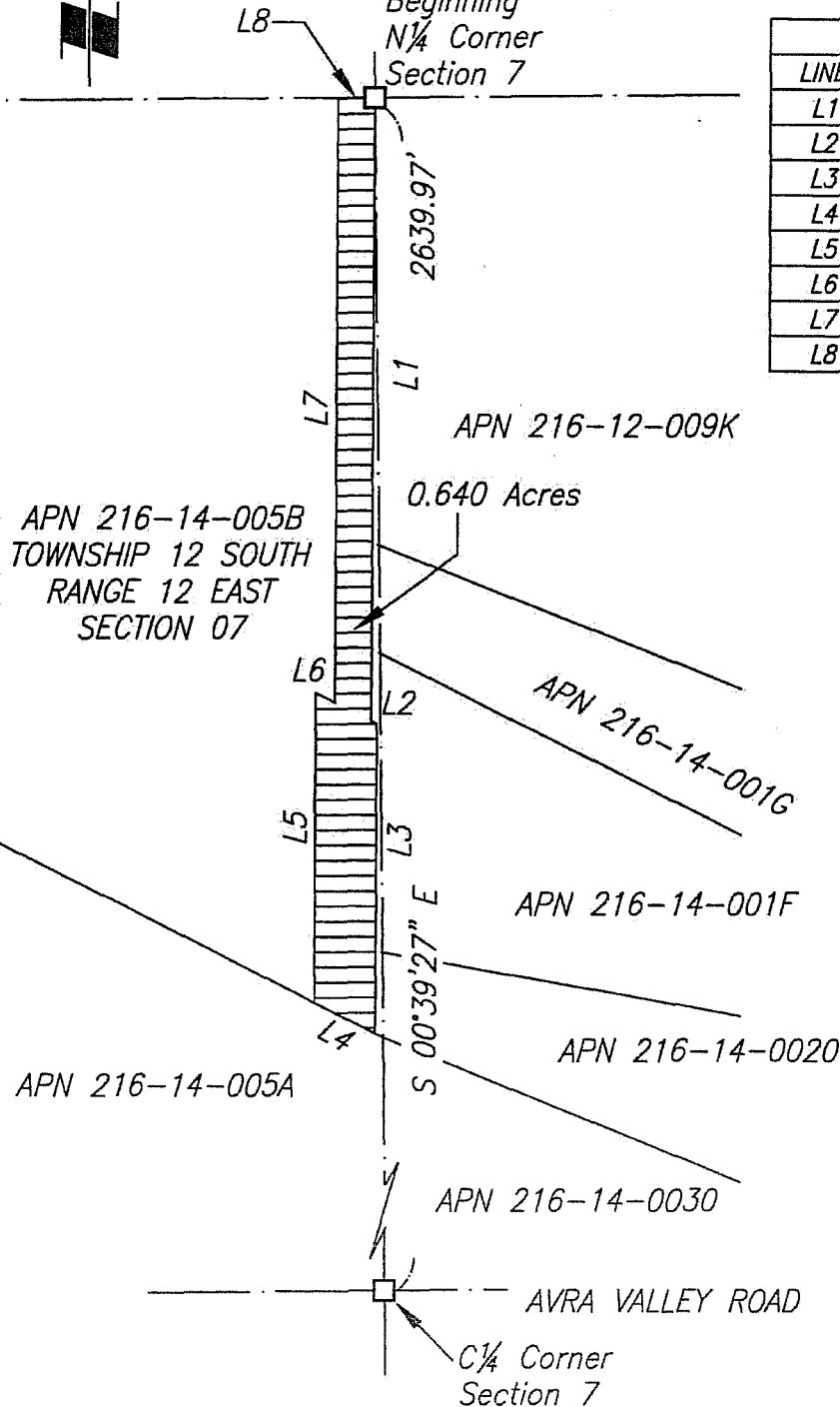
EXHIBIT A TO PUBLIC SEWER EASEMENT

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Point of Beginning
N $\frac{1}{4}$ Corner
Section 7

LINE TABLE		
LINE	LENGTH	BEARING
L1	510.84	S00°10'20"W
L2	5.14	S63°05'17"E
L3	254.64	S00°09'13"W
L4	56.18	N63°10'29"W
L5	254.77	N00°08'15"E
L6	17.57	S63°05'17"E
L7	495.47	N00°10'20"E
L8	30.00	N89°42'10"E



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ORIGINAL SHEET - ANSI A

September 2015
181300419



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Client/Project

TOWN OF MARANA
TANGERINE/DOWNTOWN
SEWER - WR010

Figure No.

1.0

Title

APN 216-14-005B
Sewer Easement