

COB - BOSAIR FORM

04/23/2026 2:22 PM (MST)

Submitted by Lupe.Fimbres@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC RPS SC2600000075

Award Type: Contract

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 05/12/2026

Supplier / Customer / Grantor / Subrecipient: United States of America, Department of Energy, Western Area Power Administration

Project Title / Description: Agreement for Exchange of Real Property

Purpose: Exchange and grant easement rights to WAPA for its Tucson-Del Bac Project upgrades. WAPA's project affects the design and upgrade of facilities that currently bisect County property known as Tumamoc Hill, an international recognized ecological and cultural preserve ("Property"). The County has requested that WAPA relocate their existing transmission lines ("Lines") from the existing easement (11.315 acres) that bisects the Property to a new easement within the right of way of Greasewood Rd (7.1458 acres) and a reduced easement area along the perimeter of the Property primarily for vegetation management under the lines (4.97 acres). Relocating the Lines will facilitate restoration of natural vegetation and improvement of wildlife habitat within the Property. The Property is encumbered by Multi-species Conservation Plan Master Restrictive Covenant (MSCP MRC), which prohibits the granting of easements for new utilities. A permitted exception to the MSCP MRC will be considered by the Board as a separate item. (RPS file Acq-1348)

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Grant new easement rights in exchange for abandoning the existing easement rights. WAPA transmission lines will be removed from the current easement alignment that bisects the Property and relocated to a new easement within Greasewood right of way and the western boundary of the Property. The outcome facilitates restoration of natural vegetation and improvement of wildlife habitat on the Property.

Public Benefit and Impact: The removal of utility lines from critical County owned ecological and cultural preserve property to existing right of way will facilitate restoration of natural vegetation and improvement of wildlife habitat.

TO: COB, 4/29/26 (1)

VERSION: 0

PAGES: 43

APR28'26AM1146PO

Strategic Plan Pillar • Sustainability & Conservation

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives N/A

Metrics Available to Measure Performance: The impacts to the Property are reduced from 11.315 acres of full use easement rights to 4.97 acres of easement rights for vegetation management under the lines. In accommodating Pima County's request, WAPA is making significant investment in its design and relocation of the Lines and completing the work at no cost to Pima County.

Retroactive:

NO

Contract / Award Information

Record Number: SC RPS SC2600000075

Document Type: SC

Department Code: RPS

Contract Number: SC2600000075

Commencement Date: 05/12/2026

Termination Date: 05/11/2036

Supplier / Subrecipient Headquarters Location Washington D.C

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: N/A

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Real Property Services

Name: Jim Rossi

Telephone: 520-724-6318

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: CC... George Cardieri Date: 4/23/26

Deputy County Administrator Signature: [Signature] Date: 4/24/2026

County Administrator Signature: [Signature] Date: 4/27/2026

Contract Number SC260000075

WAPA Contract No.: DSW-AE-2025-001

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT made as of the _____ day of _____, 20____, between Pima County, a political subdivision of the state of Arizona, (Pima County) whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, Section 14 of the Reclamation Project Act of 1939, 53 Stat. 387, the Act of May 38, 1954, 68 Stat. 143, and the Department of Energy Organization Act of August 4, 1977, 91 Stat. 565, and acts amendatory thereof and supplementary thereto.

WHEREAS:

The UNITED STATES owns transmission line easements across portions of Pima County property in Pima County, Arizona, as described and depicted in Exhibit B, attached hereto and made a part hereof. The UNITED STATES is participating in an upgrade project on portions of its Parker-Davis transmission system which will consist of replacing the existing wood-pole 115-kV transmission line with a new 230-kV double circuit transmission line on single steel monopoles. The existing easements on Pima County property are adequate to allow for this replacement with no new land rights needed.

Several stakeholders including Pima County had previously requested, as part of the Southline Project, that a portion of the alignment of the transmission line across Pima County property be relocated to the location described and depicted in Exhibit A, attached hereto and made a part hereof, to address cultural resources and visual concerns on Tumamoc Hill.

The re-alignment across Pima County property will result in significant new costs to the project due to increased line mileage, as well as the need for several new angle structures which are much costlier than straight line tangent structures; and

The Parties are willing to exchange easements, at no cost, to accommodate the realignment of the transmission line across Pima County property.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. Pima County, for and in consideration of mutual benefits derived herein, shall grant and convey to the UNITED STATES a transmission line easement and vegetation and encroachment management easement across the property described and depicted in Exhibit A using the formats of the Contract and Grant of Easement documents as provided in Exhibit C, attached hereto and made a part hereof.
2. The UNITED STATES, for and in consideration of the mutual benefits derived herein, shall release and transfer all right, title and interest in those portions of the existing easement no longer needed, as described and depicted in Exhibit B, using the format of the Quitclaim Deed as provided in Exhibit D, attached hereto and made a part hereof. Said Quitclaim Deed will be delivered after construction and energization of the new transmission line.

3. This agreement shall become effective to bind each party to the exchange of said real property immediately on its execution by the officers signing this agreement and shall inure to the benefit of and be binding on the successors and assigns of each party.
4. Exhibits. The following Exhibits are fully incorporated herein.

- | | |
|-------------------------|---|
| <u>Exhibit A</u> | Description of New Easement – to be granted by Pima County |
| <u>Exhibit B</u> | Description of Existing Easement – to be released by UNITED STATES |
| <u>Exhibit C</u> | Form of Easement |
| <u>Exhibit D</u> | Form of Quitclaim Deed |

5. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Buyer is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement; provided that such cancellation can only be effectuated if it is not in conflict with applicable federal law.

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

UNITED STATES OF AMERICA

 Eduardo Arreola
 Lands Manager


PIMA COUNTY, a political subdivision of the State of Arizona:

 Chair, Board of Supervisors Date

ATTEST:

 Melissa Manriquez, Clerk of Board Date

RECOMMENDATIONS FOR APPROVAL:



 George Cardieri, Director, Real Property Services

 4/24/2024

 Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



 James Morrow, Deputy County Attorney

Exhibit A

Facility: TUC-DLB
Tract No. 557EM

WESTERN AREA POWER ADMINISTRATION Tucson – Del Bac Maintenance Easement

A portion of the east half (E1/2) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, lying entirely within the parcel described in Docket 13585, page 303 in the Pima county recorder's office, Pima County, Arizona, described as follows:

Commencing at the north quarter corner of section 16; Thence North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 75.00 feet to the east right of way line of Greasewood Road and the **POINT OF BEGINNING**;

Thence continuing North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 35.19 feet;

Thence South 0°26'23" East, a distance of 4744.26 feet;

Thence South 8°45'34" East, a distance of 479.82 feet to the north right of way line of Starr Pass Road;

Thence South 89°36'46" West along said north right of way line, a distance of 101.09 feet;

Thence North 8°45'34" West, a distance of 68.05 feet to the east right of way line of Greasewood Road;

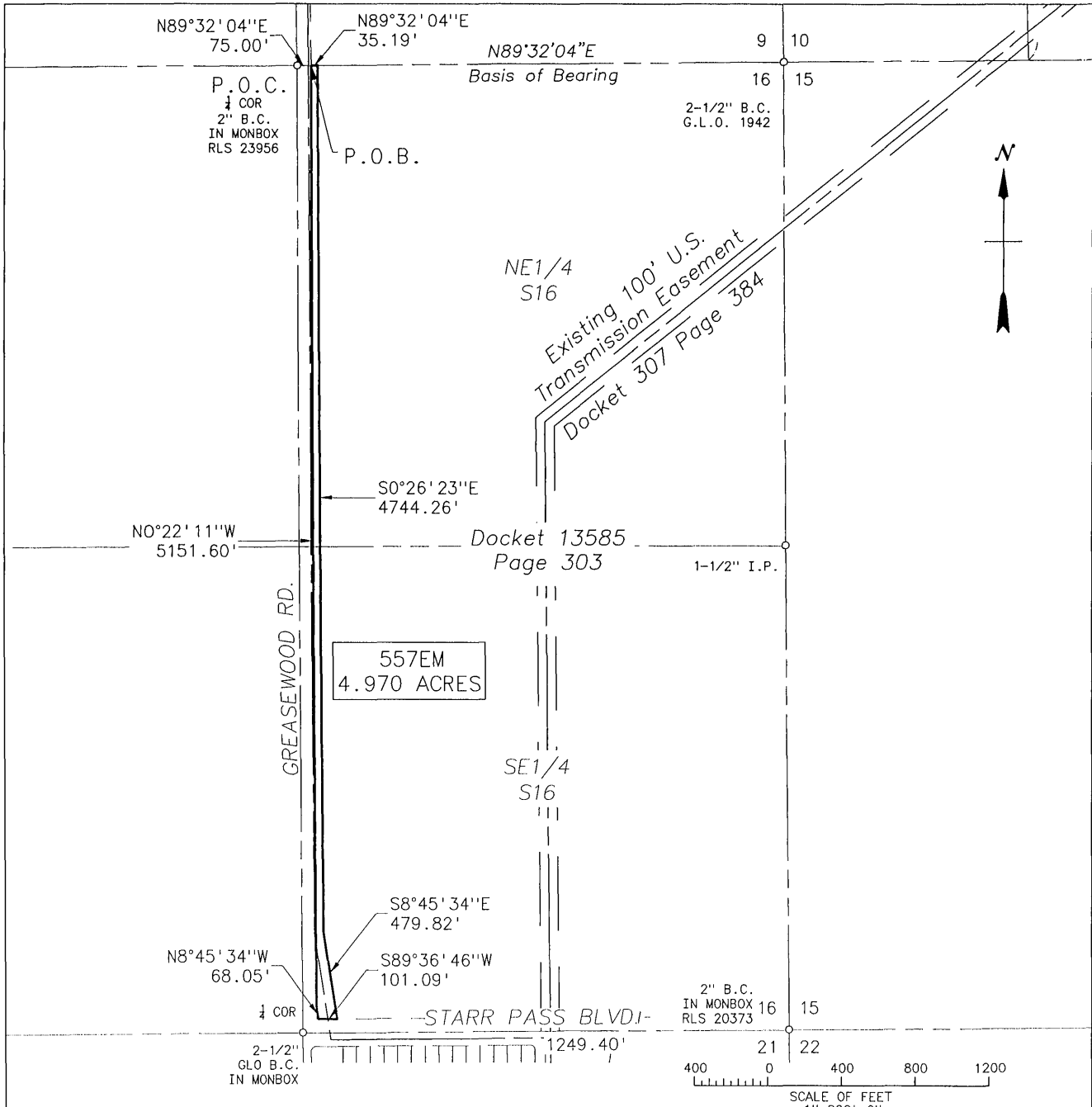
Thence North 0°22'11" West along said east right of way line, a distance of 5151.60 feet to the **POINT OF BEGINNING**;

Containing 4.970 acres, more or less.



All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983, US survey feet, utilizing a scale factor of 1/0.999875 for ground distances. The bearing of the line between the north ¼ corner (a 2" brass cap RLS 23956) and the northeast corner (a 2-1/2" GLO brass cap) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is North 89°32'04" East as shown on the attached tract plat.

Exhibit A



LEGEND

- FOUND MONUMENT (AS NOTED)
- SECTION/FRACTIONAL SECTION LINE
- EASEMENT CENTERLINE
- EXISTING ROAD RIGHT OF WAY
- NEW TRANSMISSION EASEMENT

NOTES

1. THIS IS NOT A LAND SURVEY PLAT AND SHOULD NOT BE RELIED UPON AS SUCH.
2. ALL BEARINGS ARE GRID BEARINGS OF THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BEARING OF THE NORTH LINE OF THE NE1/4 OF S16 IS N 89°32'04" E.
3. UNITS ARE US SURVEY FEET, DISTANCES ARE AT GROUND. SCALE FACTOR TO GRID DISTANCES USED IS 0.999875.

LOCATED IN THE E1/2 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE G&SR BASELINE & MERIDIAN, LYING ENTIRELY WITHIN THE PARCEL DESCRIBED IN DOCKET 13585, PAGE 303, PIMA COUNTY, ARIZONA.

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
HEADQUARTERS - LAKEWOOD, COLORADO

TUCSON -- DELBAC
ARIZONA

TRACT PLAT

DESIGNED C. DIEKMAN APPROVED E. ARREOLA
LANDS MANAGER

C A E	MARCH 16, 2026	TUC-DLB	557EM
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Exhibit A

Facility: TUC-DLB
Tract No. 558ET

**WESTERN AREA POWER ADMINISTRATION
Tucson – Del Bac Transmission Line Easement**

A portion of the east half (E1/2) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, described as follows:

Commencing at the north quarter corner of section 16; Thence North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 10.18 feet to the **POINT OF BEGINNING**;

Thence continuing North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 64.82 feet the east right of way line of Greasewood Road;

Thence South 0°22'11" East along said east right of way line, a distance of 5151.60 feet;

Thence North 8°45'34" West, a distance of 404.34 feet;

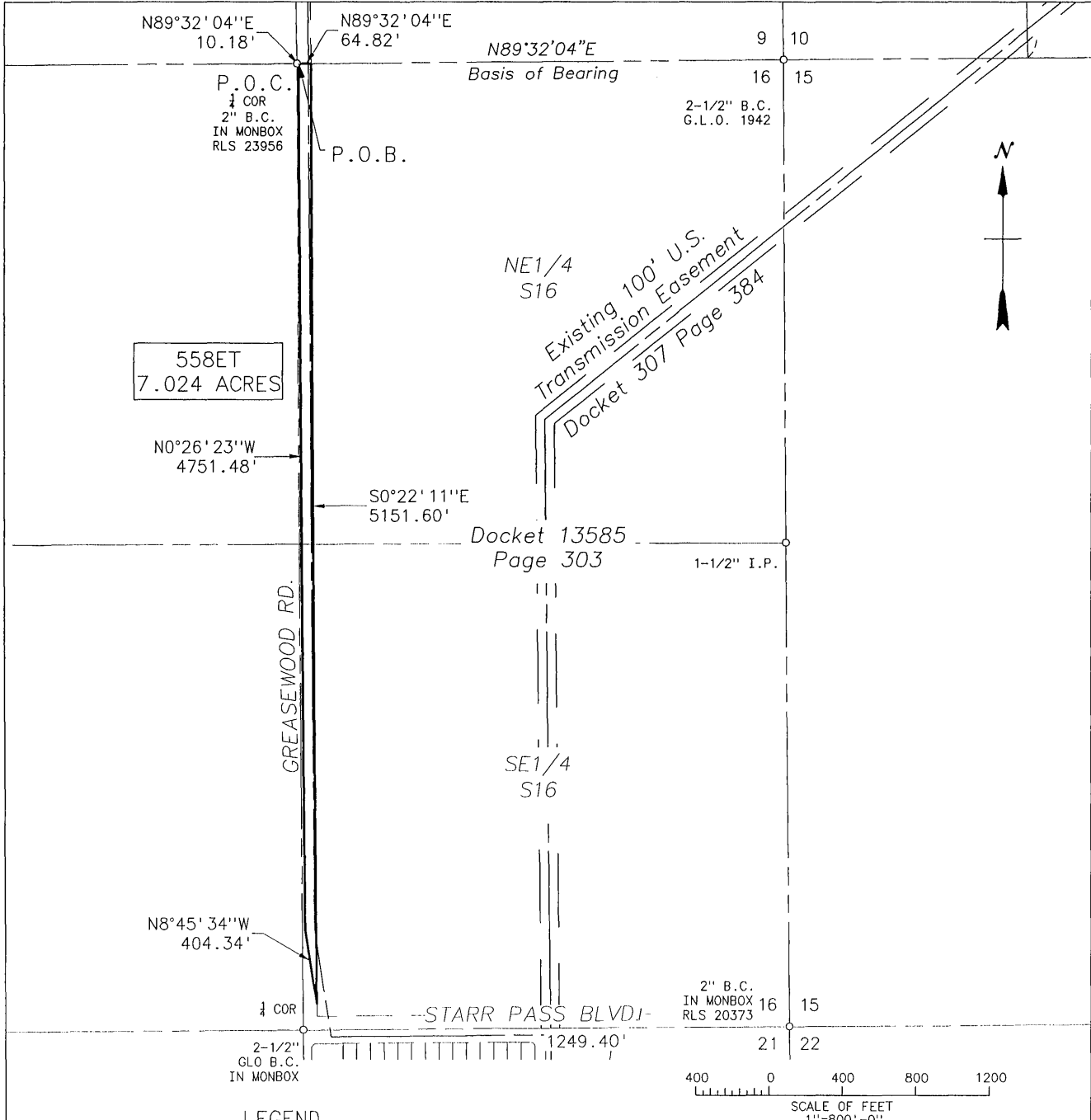
Thence North 0°26'23" West, a distance of 4751.48 feet to the **POINT OF BEGINNING**;

Containing 7.024 acres, more or less.

All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983. The bearing of the line between the north ¼ corner (a 2" brass cap RLS 23956) and the northeast corner (a 2-1/2" GLO brass cap) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is North 89°32'04" East.



Exhibit A



LEGEND

- FOUND MONUMENT (AS NOTED)
- SECTION/FRACTIONAL SECTION LINE
- EASEMENT CENTERLINE
- EXISTING ROAD RIGHT OF WAY
- NEW TRANSMISSION EASEMENT

NOTES

1. THIS IS NOT A LAND SURVEY PLAT AND SHOULD NOT BE RELIED UPON AS SUCH.
2. ALL BEARINGS ARE GRID BEARINGS OF THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BEARING OF THE NORTH LINE OF THE NE 1/4 OF S16 IS N 89° 32' 04" E.
3. UNITS ARE US SURVEY FEET, DISTANCES ARE AT GROUND. SCALE FACTOR TO GRID DISTANCES USED IS 0.999875.

LOCATED IN THE E 1/2 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE G&SR BASELINE & MERIDIAN, PIMA COUNTY, ARIZONA.

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
HEADQUARTERS - LAKEWOOD, COLORADO

TUCSON - DELBAC
ARIZONA

TRACT PLAT

DESIGNED C. DIEKMAN APPROVED E. ARREOLA
LANDS MANAGER

C A E	MARCH 16, 2026	TUC-DLB	558ET
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Exhibit A

Facility: TUC-DLB
Tract No. 559ET

WESTERN AREA POWER ADMINISTRATION Tucson – Del Bac Transmission Line Easement

A portion of the southeast quarter (SE1/4) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, described as follows:

Commencing at the south quarter corner of section 16; Thence North 89°36'46" East along the south line of the southeast quarter of Section 16, a distance of 111.15 feet to the **POINT OF BEGINNING**;

Thence North 8°45'34" West, a distance of 75.81 feet the north right of way line of Starr Pass Road;

Thence North 89°36'45" East along said north right of way line, a distance of 70.76 feet;

Thence South 8°45'34" East, a distance of 75.81 feet to the south line of the southeast quarter of Section 16;

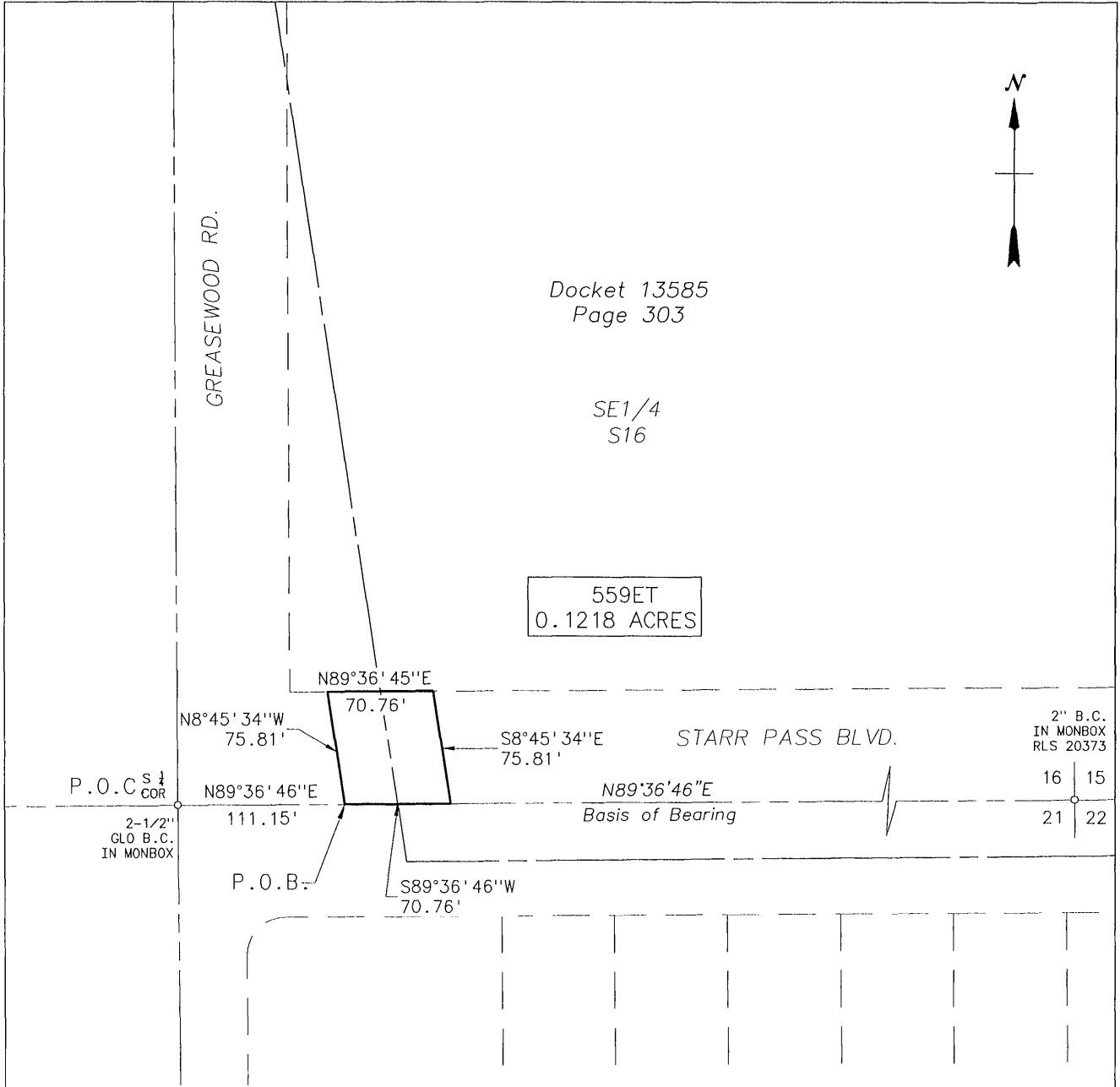
Thence South 89°36'46" West along said south line, a distance of 70.76 feet to the **POINT OF BEGINNING**;

Containing 0.1218 acres, more or less.

All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983. The bearing of the line between the south ¼ corner (a 2-1/2" GLO brass cap) and the southeast corner (a 2" brass cap RLS 20373) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is North 89°36'46" East.



Exhibit A



Docket 13585
Page 303

SE1/4
S16

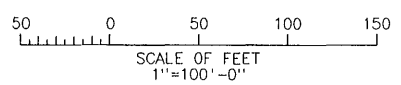
559ET
0.1218 ACRES



P.O.C. $\frac{S}{COR}$
2-1/2"
GLO B.C.
IN MONBOX

2" B.C.
IN MONBOX
RLS 20373

16	15
21	22



LEGEND

- FOUND MONUMENT (AS NOTED)
- SECTION/FRACTIONAL SECTION LINE
- EASEMENT CENTERLINE
- EXISTING ROAD RIGHT OF WAY
- NEW TRANSMISSION EASEMENT

LOCATED IN THE SE $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 1 EAST OF THE G&SR BASELINE & MERIDIAN, PIMA COUNTY, ARIZONA.

UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION HEADQUARTERS - LAKEWOOD, COLORADO	
TUCSON - DELBAC ARIZONA	
TRACT PLAT	
DESIGNED <u>C. DIEKMAN</u>	APPROVED <u>E. ARREOLA</u> LANDS MANAGER

NOTES

1. THIS IS NOT A LAND SURVEY PLAT AND SHOULD NOT BE RELIED UPON AS SUCH.
2. ALL BEARINGS ARE GRID BEARINGS OF THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BEARING OF THE SOUTH LINE OF THE SE $\frac{1}{4}$ OF S16 IS N 89°36'46" E.
3. UNITS ARE US SURVEY FEET, DISTANCES ARE AT GROUND. SCALE FACTOR TO GRID DISTANCES USED IS 0.999875.

C A E	MARCH 16, 2026	TUC-DLB	559ET
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Exhibit B

Facility: TUC-DLB
Tract No. 564ED

**WESTERN AREA POWER ADMINISTRATION
Tucson – Del Bac Transmission Line Easement Disposal**

A portion of the east half (E1/2) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, lying entirely within the parcel described in Docket 13585, page 303 in the Pima county recorder's office, Pima County, Arizona, being a strip of land 100 feet wide, 50 feet left and right of the following described centerline:

Commencing at the northeast corner of section 16; Thence South 0°26'35" East along the east line of section 16, a distance of 915.34 feet to the **POINT OF BEGINNING**;

Thence South 50°38'57" West, a distance of 1674.49 feet;

Thence South 0°30'30" East, a distance of 3254.14 feet to the north line of Starr Pass Boulevard and the **POINT OF TERMINATION**; whence the southeast corner of section 16 lies South 87°05'01" East, a distance of 1301.71 feet.

Sidelines of the above described shall be lengthened or shortened to terminate at the east line of Section 16 and the north line of Starr Pass Boulevard.

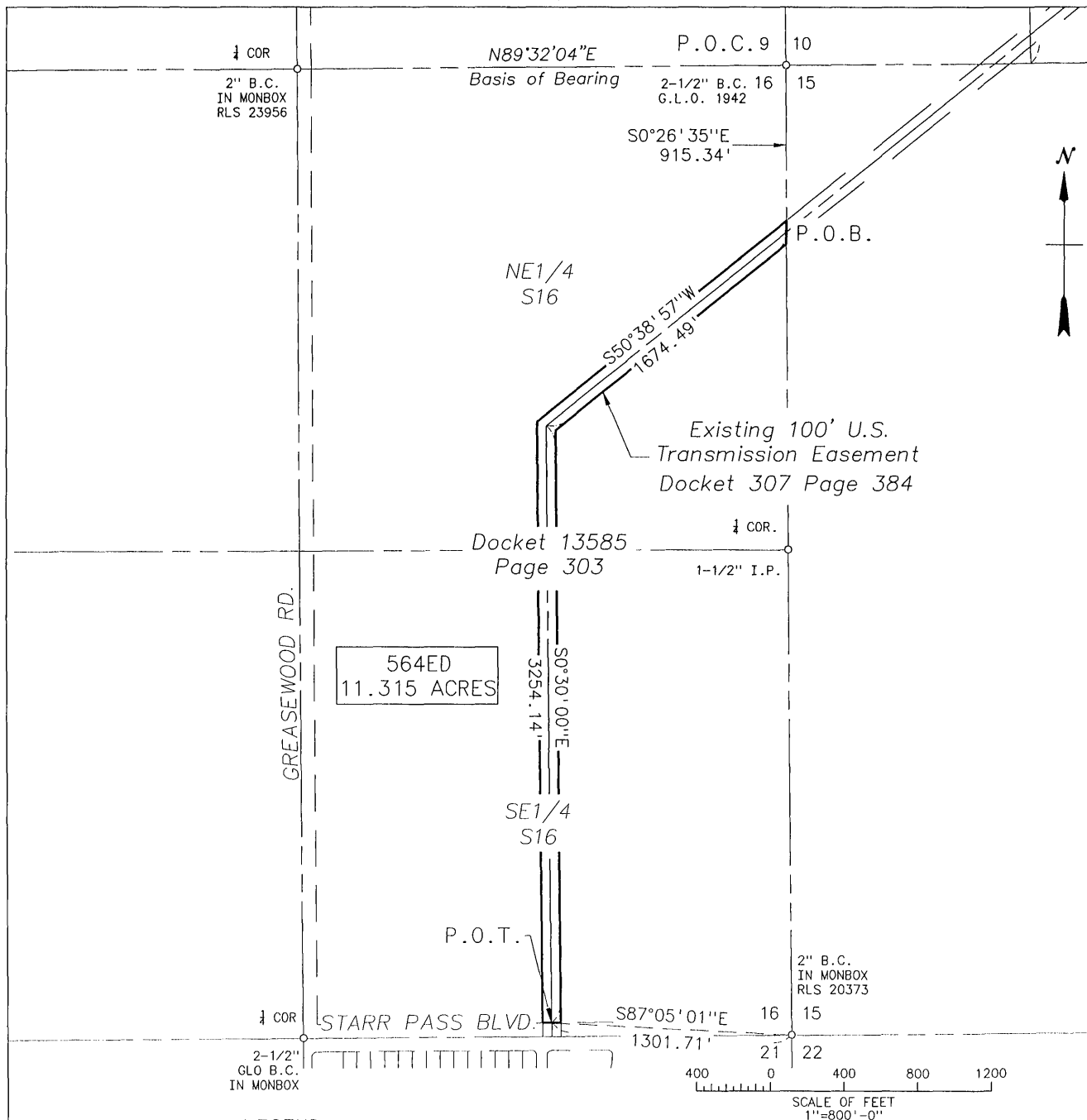
Containing 11.315 acres, more or less.

This description is intended to be one and the same as the easement described in Docket 307, Page 384 in the Pima county recorder's office, Pima County, Arizona in this section only.

All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983, US survey feet, utilizing a scale factor of 1/0.999875 for ground distances. The bearing of the line between the north ¼ corner (a 2" brass cap RLS 23956) and the northeast corner (a 2-1/2" GLO brass cap) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is North 89°32'04" East as shown on the attached tract plat.



Exhibit B



564ED
11.315 ACRES

LEGEND

- FOUND MONUMENT (AS NOTED)
- SECTION/FRACTIONAL SECTION LINE
- EASEMENT CENTERLINE
- EXISTING ROAD RIGHT OF WAY
- EASEMENT DISPOSAL

NOTES

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3. UNITS ARE US SURVEY FEET, DISTANCES ARE AT GROUND. SCALE FACTOR TO GRID DISTANCES USED IS 0.999875.

LOCATED IN THE E $\frac{1}{2}$ OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE G&SR BASELINE & MERIDIAN, LYING ENTIRELY WITHIN THE PARCEL DESCRIBED IN DOCKET 13585, PAGE 303, PIMA COUNTY, ARIZONA.

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
HEADQUARTERS - LAKEWOOD, COLORADO

TUCSON - DELBAC
ARIZONA

TRACT PLAT

DESIGNED C. DIEKMAN APPROVED E. ARREOLA
LANDS MANAGER

MARCH 16, 2026 TUC-DLB 564ED

Exhibit B

Facility: TUC-DLB
Tract No. 565ED

WESTERN AREA POWER ADMINISTRATION Tucson – Del Bac Transmission Line Easement Disposal

A portion of the southeast quarter (SE1/4) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, described as follows:

Commencing at the southeast corner section 16; Thence South 89°36'46" West along the south line of the southeast quarter of Section 16, a distance of 1249.40 feet to the **POINT OF BEGINNING**;

Thence North 0°30'00" West, a distance of 75.01 feet the north right of way line of Starr Pass Boulevard;

Thence South 89°36'45" West along said north right of way line, a distance of 100.00 feet;

Thence South 0°30'00" East, a distance of 75.01 feet to the south line of the southeast quarter of Section 16;

Thence North 89°36'46" East along said south line, a distance of 100.00 feet to the **POINT OF BEGINNING**;

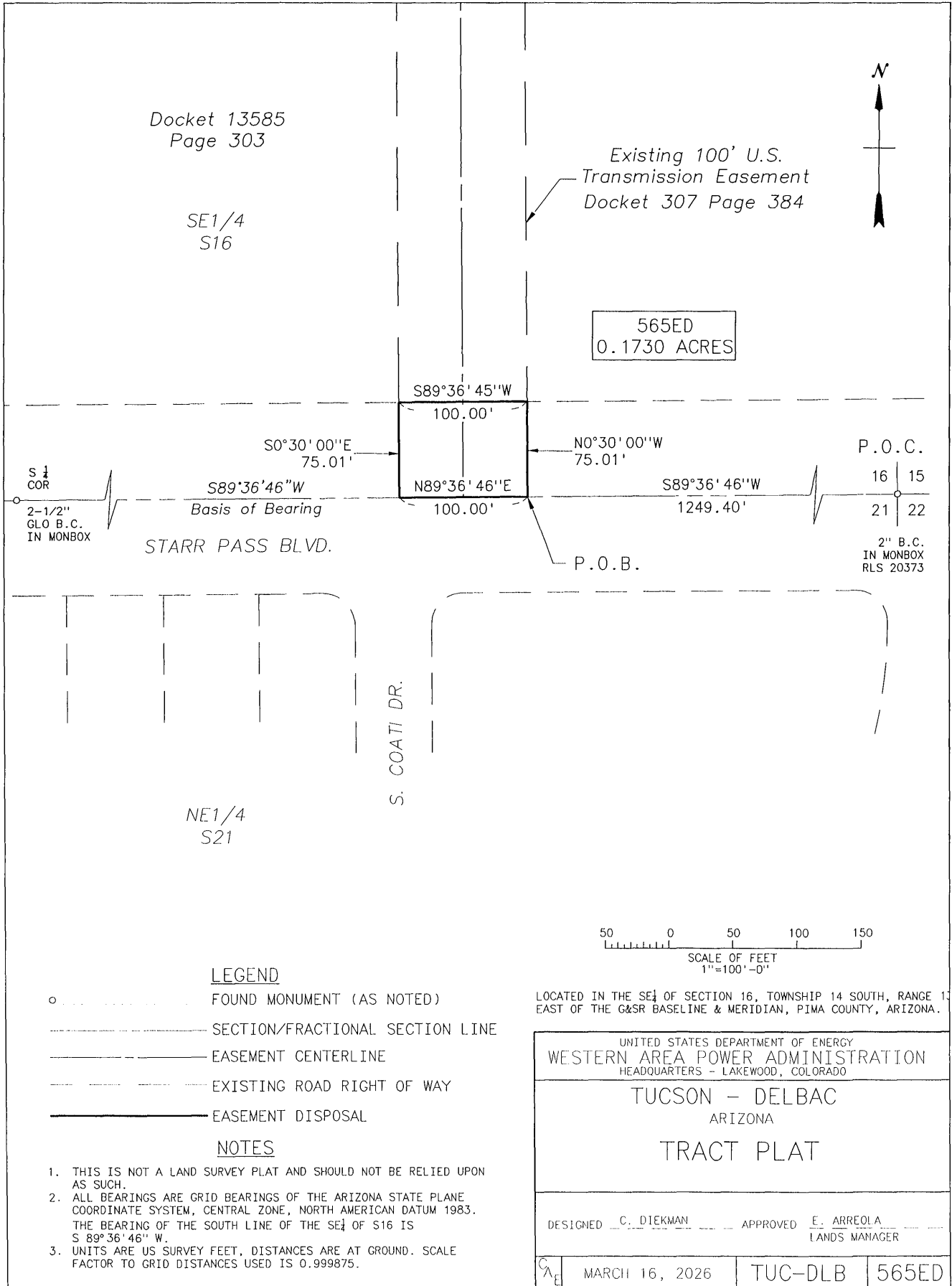
Containing 0.1730 acres, more or less.

This description is intended to be one and the same as the easement described in Docket 307, Page 384 in the Pima county recorder's office, Pima County, Arizona within the right of way of Starr Pass Boulevard.

All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983. The bearing of the line between the south ¼ corner (a 2-1/2" GLO brass cap) and the southeast corner (a 2" brass cap RLS 20373) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is South 89°36'46" West.



Exhibit B



Docket 13585
Page 303

SE1/4
S16

Existing 100' U.S.
Transmission Easement
Docket 307 Page 384

565ED
0.1730 ACRES



S 1/4
COR
2-1/2"
GLO. B.C.
IN MONBOX

S89°36'46"W
Basis of Bearing
STARR PASS BLVD.

S89°36'45"W
100.00'
N89°36'46"E
100.00'

N0°30'00"W
75.01'

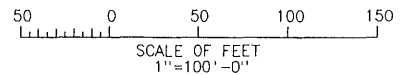
S89°36'46"W
1249.40'

P.O.C.
16 | 15
21 | 22
2" B.C.
IN MONBOX
RLS 20373

P.O.B.

S. COATI DR.

NE1/4
S21



LEGEND

- FOUND MONUMENT (AS NOTED)
- SECTION/FRACTIONAL SECTION LINE
- EASEMENT CENTERLINE
- EXISTING ROAD RIGHT OF WAY
- EASEMENT DISPOSAL

NOTES

1. THIS IS NOT A LAND SURVEY PLAT AND SHOULD NOT BE RELIED UPON AS SUCH.
2. ALL BEARINGS ARE GRID BEARINGS OF THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BEARING OF THE SOUTH LINE OF THE SE 1/4 OF S16 IS S 89° 36' 46" W.
3. UNITS ARE US SURVEY FEET, DISTANCES ARE AT GROUND. SCALE FACTOR TO GRID DISTANCES USED IS 0.999875.

LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 11 EAST OF THE G&SR BASELINE & MERIDIAN, PIMA COUNTY, ARIZONA.

UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION HEADQUARTERS - LAKEWOOD, COLORADO		
TUCSON - DELBAC ARIZONA		
TRACT PLAT		
DESIGNED	C. DIEKMAN	APPROVED
		E. ARREOLA LANDS MANAGER
MARCH 16, 2026	TUC-DLB	565ED

Exhibit C

GRANTOR for damage to agricultural crops (excluding orchards), fences, irrigation systems, drainage systems or other improvements within the transmission line right-of-way that occurs as a result of the exercise of the rights granted herein.

4. The GRANTOR is the sole owner of the property over which this easement is granted, and has the lawful right to convey this easement interest.

5. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary. The UNITED STATES shall pay to record this instrument and for the procurement of abstracts or title insurance.

6. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrance by the UNITED STATES.

7. Should the UNITED STATES initiate court action to acquire good title from the GRANTOR to the above described easement, GRANTOR agrees that this instrument shall be evidence of fair market value for purposes of establishing value of the easement acquired by the UNITED STATES.

8. The GRANTOR shall have the right to cultivate, graze, use, occupy, and have access to and across the easement area described herein for any purposes which will not constitute a safety hazard or interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES will notify the GRANTOR in writing of any activity of the GRANTOR within the easement area that constitutes a safety hazard, or interferes with any of the rights and privileges herein granted to the UNITED STATES.

The following activities are prohibited within the easement area unless written permission is granted by the UNITED STATES.

(a) GRANTOR shall not erect any structures; by way of example, structures shall include, but are not limited to buildings, mobile homes, signs, light standards, storage tanks, septic systems, swimming pools, tennis courts, or similar facilities.

(b) GRANTOR shall not drill wells or conduct mining operations.

(c) GRANTOR shall not plant trees, orchards, shrubs, or bushes within the easement.

The UNITED STATES shall not unreasonably withhold permission, and it shall be the intention of the UNITED STATES to allow the GRANTOR a reasonable right to use and have access across the easement area when and where such use shall not interfere with the rights of the UNITED STATES as provided herein. If, however, GRANTOR proceeds without permission to conduct any of the prohibited activities named in this article, the UNITED STATES shall have the right, upon discovery of such activity, to take any action deemed appropriate to prevent such activity including the right to remove if necessary.

9. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate.

Exhibit C

10. Subject to funding, the UNITED STATES plans to relocate the transmission line off the EXISTING EASEMENT and onto the new easement within 10 years of the date of the agreement. Upon completion of this relocation, the UNITED STATES shall abandon and quitclaim to the GRANTOR, or his successors, all rights associated with the EXISTING EASEMENT which is located on GRANTOR's property. Should the UNITED STATES be unable to secure funding and the transmission line is not relocated within 10 years of this agreement, the UNITED STATES shall quitclaim all rights associated with the new easement obtained herein.

11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the successors, assigns, licensees, and lessees of the UNITED STATES.

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Exhibit C

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

UNITED STATES OF AMERICA

Eduardo Arreola
Lands Manager

PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors Date

ATTEST:

Melissa Manriquez, Clerk of Board Date

RECOMMENDATIONS FOR APPROVAL:

George Cardieri, Director, Real Property Services

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

Rachelle Barr, Deputy County Attorney

Exhibit C

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Chair, Board of Supervisors of Pima County, a political subdivision of the State of Arizona, on behalf of Pima County.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Clerk of Board of Pima County, a political subdivision of the State of Arizona, on behalf of Pima County.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

Exhibit C

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Eduardo Arreola, Lands Manager, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

Exhibit C

Contract No. DSW-LR-

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

TUCSON - DEL BAC TRANSMISSION LINE

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____, between PIMA COUNTY, a political subdivision of the State of Arizona, (GRANTOR), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WHEREAS, the UNITED STATES has an existing easement across the GRANTOR'S property for the Tucson-Del Bac transmission line. Said easement shall herein be known as "EXISTING EASEMENT".

WHEREAS, the UNITED STATES and GRANTOR mutually agree to a relocation of said transmission line to the location described in Exhibit A.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The GRANTOR, for and in consideration of mutual benefits and the provisions contained in this agreement, does hereby grant and convey to the UNITED STATES OF AMERICA, its successors, lessees, licensees, and assigns, a perpetual easement and right-of-way for electric power and transmission purposes in, upon, over, and under the land described in Exhibit A, attached hereto and made a part hereof.

2. The grant of easement shall include the unimpeded right to enter the above-described easement area and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, permit the attachment of wires of others, and patrol transmission lines consisting of no more than one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage, as well as appurtenances for communication facilities. The grant shall also include the present and future right to cut down and clear away or otherwise remove any and all brush, timber, trees, fire hazards, unauthorized structures or any other materials deemed by the UNITED STATES to interfere with the safe operation and maintenance of the transmission line, provided however, that growing crops, excluding orchards,

Exhibit C

shall not be considered to be fire hazards. The UNITED STATES may trim, cut, or remove trees or branches over or on or extending within the easement area. All materials so removed shall become the property of the UNITED STATES and shall be disposed of by the UNITED STATES in any manner it deems suitable.

3. The UNITED STATES shall exercise due care and diligence in the exercise of rights and privileges granted herein. The UNITED STATES agrees to repair or reasonably compensate the GRANTOR for damage to agricultural crops (excluding orchards), fences, irrigation systems, drainage systems or other improvements within the transmission line right-of-way that occurs as a result of the exercise of the rights granted herein.

4. The GRANTOR is the sole owner of the property over which this easement is granted, and has the lawful right to convey this easement interest.

5. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary. The UNITED STATES shall pay to record this instrument and for the procurement of abstracts or title insurance.

6. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrance by the UNITED STATES.

7. Should the UNITED STATES initiate court action to acquire good title from the GRANTOR to the above described easement, GRANTOR agrees that this instrument shall be evidence of fair market value for purposes of establishing value of the easement acquired by the UNITED STATES.

8. The GRANTOR shall have the right to cultivate, graze, use, occupy, and have access to and across the easement area described herein for any purposes which will not constitute a safety hazard or interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES will notify the GRANTOR in writing of any activity of the GRANTOR within the easement area that constitutes a safety hazard, or interferes with any of the rights and privileges herein granted to the UNITED STATES.

The following activities are prohibited within the easement area unless written permission is granted by the UNITED STATES.

(a) GRANTOR shall not erect any structures; by way of example, structures shall include, but are not limited to buildings, mobile homes, signs, light standards, storage tanks, septic systems, swimming pools, tennis courts, or similar facilities.

(b) GRANTOR shall not drill wells or conduct mining operations.

(c) GRANTOR shall not construct, install or operate above-ground mechanical irrigation facilities.

(d) GRANTOR shall not appreciably change the character of existing topography, normal farming practices excluded.

(e) GRANTOR shall not plant trees, orchards, shrubs, or bushes within the easement.

Exhibit C

Roads constructed across the easement area shall be in accordance with all applicable safety codes and shall be a minimum of 20 feet from any transmission line structure.

The UNITED STATES shall not unreasonably withhold permission, and it shall be the intention of the UNITED STATES to allow the GRANTOR a reasonable right to use and have access across the easement area when and where such use shall not interfere with the rights of the UNITED STATES as provided herein. If, however, GRANTOR proceeds without permission to conduct any of the prohibited activities named in this article, the UNITED STATES shall have the right, upon discovery of such activity, to take any action deemed appropriate to prevent such activity including the right to remove if necessary.

9. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate. The UNITED STATES, or its assigns, shall have the right to remove, within a reasonable time, all structures, facilities, and equipment placed on the easement by or on behalf of the UNITED STATES, from such abandonment area whether before or after execution of the quitclaim deed.

10. Subject to funding, the UNITED STATES plans to relocate the transmission line off the EXISTING EASEMENT and onto the new easement acquired herein within 10 years of the date of the agreement. Upon completion of this relocation, the UNITED STATES shall abandon and quitclaim to the GRANTOR, or its successors, all rights associated with the EXISTING EASEMENT which is located on GRANTOR's property. Should the UNITED STATES be unable to secure funding and the transmission line is not relocated within 10 years of this agreement, the UNITED STATES shall quitclaim all rights associated with the new easement obtained herein to the GRANTOR, or its successors.

11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the successors, assigns, licensees, and lessees of the UNITED STATES.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit C

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Eduardo Arreola, Lands Manager, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

Exhibit D

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
TUCSON-DEL BAC TRANSMISSION LINE

QUITCLAIM DEED

This QUITCLAIM DEED is made this ____ day of _____, 20 , between the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, herein referred to as the UNITED STATES, and Pima County, a _____, whose address is _____, herein referred to as GRANTEE.

WITNESSETH, that the UNITED STATES, for mutual benefits and other good and valuable consideration and the provisions contained in this agreement, hereby RELEASES and QUITCLAIMS to the GRANTEE, his successors or assigns, all right, title, and interest of the UNITED STATES in a portion of a power transmission line easement being on land owned by the GRANTEE and more particularly described in Exhibit A.

It is the intent of this QUITCLAIM DEED to abandon and release to the GRANTEE only that portion of the UNITED STATES' easement lying in the East half (E1/2) of Section 16, T.14S., R.13E., Gila and Salt River Baseline and Meridian and more particularly described in Exhibit A. No right, title, or interest acquired by the UNITED STATES in addition or subsequent to the above easement document is released or quitclaimed by this QUITCLAIM DEED.

IN WITNESS THEREOF, the UNITED STATES has executed this QUITCLAIM DEED as of the day and year first written above.

UNITED STATES OF AMERICA
Department of Energy
Western Area Power Administration

By: _____

Contract No.: DSW-LR-

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

TUCSON-DEL BAC TRANSMISSION LINE

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____, between PIMA COUNTY, a political subdivision of the State of Arizona , (GRANTOR), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WHEREAS, the UNITED STATES has an existing easement across the GRANTOR'S property for the Tucson-Del Bac transmission line. Said easement shall herein be known as "EXISTING EASEMENT".

WHEREAS, the UNITED STATES and GRANTOR mutually agree to a relocation of said transmission line to the location directly adjacent to the location described in Exhibit A.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The GRANTOR, for and in consideration of mutual benefits and the provisions contained in this agreement, does hereby grant and convey to the UNITED STATES OF AMERICA, and its successors, lessees, licensees, and assigns, a perpetual easement and right-of-way for vegetation management and encroachment management, in connection with the adjacent electric power and transmission line, in, upon, over, and under the land described in Exhibit A, attached hereto and made a part hereof.

2. The grant of easement shall include the unimpeded right to enter the above-described easement area and includes the present and future right to clear the easement area of brush, trees, timber, fire hazards, or unauthorized structures and materials. The UNITED STATES may trim, cut down, or remove trees or branches over or on or extending within the easement area. All materials so removed shall become the property of the UNITED STATES and shall be disposed of by the UNITED STATES in any manner it deems suitable. The consideration cited herein includes payment for all vegetation removed from the easement area.

3. The UNITED STATES shall exercise due care and diligence in the exercise of rights and privileges granted herein. The UNITED STATES agrees to repair or reasonably compensate the

GRANTOR for damage to agricultural crops (excluding orchards), fences, irrigation systems, drainage systems or other improvements within the transmission line right-of-way that occurs as a result of the exercise of the rights granted herein.

4. The GRANTOR is the sole owner of the property over which this easement is granted, and has the lawful right to convey this easement interest.

5. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary. The UNITED STATES shall pay to record this instrument and for the procurement of abstracts or title insurance.

6. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrance by the UNITED STATES.

7. Should the UNITED STATES initiate court action to acquire good title from the GRANTOR to the above described easement, GRANTOR agrees that this instrument shall be evidence of fair market value for purposes of establishing value of the easement acquired by the UNITED STATES.

8. The GRANTOR shall have the right to cultivate, graze, use, occupy, and have access to and across the easement area described herein for any purposes which will not constitute a safety hazard or interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES will notify the GRANTOR in writing of any activity of the GRANTOR within the easement area that constitutes a safety hazard, or interferes with any of the rights and privileges herein granted to the UNITED STATES.

The following activities are prohibited within the easement area unless written permission is granted by the UNITED STATES.

(a) GRANTOR shall not erect any structures; by way of example, structures shall include, but are not limited to buildings, mobile homes, signs, light standards, storage tanks, septic systems, swimming pools, tennis courts, or similar facilities.

(b) GRANTOR shall not drill wells or conduct mining operations.

(c) GRANTOR shall not plant trees, orchards, shrubs, or bushes within the easement.

The UNITED STATES shall not unreasonably withhold permission, and it shall be the intention of the UNITED STATES to allow the GRANTOR a reasonable right to use and have access across the easement area when and where such use shall not interfere with the rights of the UNITED STATES as provided herein. If, however, GRANTOR proceeds without permission to conduct any of the prohibited activities named in this article, the UNITED STATES shall have the right, upon discovery of such activity, to take any action deemed appropriate to prevent such activity including the right to remove if necessary.

9. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate.

10. Subject to funding, the UNITED STATES plans to relocate the transmission line off the EXISTING EASEMENT and onto the new easement within 10 years of the date of the agreement. Upon completion of this relocation, the UNITED STATES shall abandon and quitclaim to the GRANTOR, or his successors, all rights associated with the EXISTING EASEMENT which is located on GRANTOR's property. Should the UNITED STATES be unable to secure funding and the transmission line is not relocated within 10 years of this agreement, the UNITED STATES shall quitclaim all rights associated with the new easement obtained herein.

11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the successors, assigns, licensees, and lessees of the UNITED STATES.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Chair, Board of Supervisors of Pima County, a political subdivision of the State of Arizona, on behalf of Pima County.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Clerk of Board of Pima County, a political subdivision of the State of Arizona, on behalf of Pima County.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Eduardo Arreola, Lands Manager, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

Exhibit A

Facility: TUC-DLB
Tract No. 557EM

WESTERN AREA POWER ADMINISTRATION Tucson – Del Bac Maintenance Easement

A portion of the east half (E1/2) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, lying entirely within the parcel described in Docket 13585, page 303 in the Pima county recorder's office, Pima County, Arizona, described as follows:

Commencing at the north quarter corner of section 16; Thence North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 75.00 feet to the east right of way line of Greasewood Road and the **POINT OF BEGINNING**;

Thence continuing North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 35.19 feet;

Thence South 0°26'23" East, a distance of 4744.26 feet;

Thence South 8°45'34" East, a distance of 479.82 feet to the north right of way line of Starr Pass Road;

Thence South 89°36'46" West along said north right of way line, a distance of 101.09 feet;

Thence North 8°45'34" West, a distance of 68.05 feet to the east right of way line of Greasewood Road;

Thence North 0°22'11" West along said east right of way line, a distance of 5151.60 feet to the **POINT OF BEGINNING**;

Containing 4.970 acres, more or less.



All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983, US survey feet, utilizing a scale factor of 1/0.999875 for ground distances. The bearing of the line between the north ¼ corner (a 2" brass cap RLS 23956) and the northeast corner (a 2-1/2" GLO brass cap) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is North 89°32'04" East as shown on the attached tract plat.

Contract No. DSW-LR-

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

TUCSON - DEL BAC TRANSMISSION LINE

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____, between PIMA COUNTY, a political subdivision of the State of Arizona, (GRANTOR), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WHEREAS, the UNITED STATES has an existing easement across the GRANTOR'S property for the Tucson-Del Bac transmission line. Said easement shall herein be known as "EXISTING EASEMENT".

WHEREAS, the UNITED STATES and GRANTOR mutually agree to a relocation of said transmission line to the location described in Exhibit A.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The GRANTOR, for and in consideration of mutual benefits and the provisions contained in this agreement, does hereby grant and convey to the UNITED STATES OF AMERICA, its successors, lessees, licensees, and assigns, a perpetual easement and right-of-way for electric power and transmission purposes in, upon, over, and under the land described in Exhibit A, attached hereto and made a part hereof.

2. The grant of easement shall include the unimpeded right to enter the above-described easement area and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, permit the attachment of wires of others, and patrol transmission lines consisting of no more than one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage, as well as appurtenances for communication facilities. The grant shall also include the present and future right to cut down and clear away or otherwise remove any and all brush, timber, trees, fire hazards, unauthorized structures or any other materials deemed by the UNITED STATES to interfere with the safe operation and maintenance of the transmission line, provided however, that growing crops, excluding orchards,

shall not be considered to be fire hazards. The UNITED STATES may trim, cut, or remove trees or branches over or on or extending within the easement area. All materials so removed shall become the property of the UNITED STATES and shall be disposed of by the UNITED STATES in any manner it deems suitable.

3. The UNITED STATES shall exercise due care and diligence in the exercise of rights and privileges granted herein. The UNITED STATES agrees to repair or reasonably compensate the GRANTOR for damage to agricultural crops (excluding orchards), fences, irrigation systems, drainage systems or other improvements within the transmission line right-of-way that occurs as a result of the exercise of the rights granted herein.

4. The GRANTOR is the sole owner of the property over which this easement is granted, and has the lawful right to convey this easement interest.

5. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary. The UNITED STATES shall pay to record this instrument and for the procurement of abstracts or title insurance.

6. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrance by the UNITED STATES.

7. Should the UNITED STATES initiate court action to acquire good title from the GRANTOR to the above described easement, GRANTOR agrees that this instrument shall be evidence of fair market value for purposes of establishing value of the easement acquired by the UNITED STATES.

8. The GRANTOR shall have the right to cultivate, graze, use, occupy, and have access to and across the easement area described herein for any purposes which will not constitute a safety hazard or interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES will notify the GRANTOR in writing of any activity of the GRANTOR within the easement area that constitutes a safety hazard, or interferes with any of the rights and privileges herein granted to the UNITED STATES.

The following activities are prohibited within the easement area unless written permission is granted by the UNITED STATES.

(a) GRANTOR shall not erect any structures; by way of example, structures shall include, but are not limited to buildings, mobile homes, signs, light standards, storage tanks, septic systems, swimming pools, tennis courts, or similar facilities.

(b) GRANTOR shall not drill wells or conduct mining operations.

(c) GRANTOR shall not construct, install or operate above-ground mechanical irrigation facilities.

(d) GRANTOR shall not appreciably change the character of existing topography, normal farming practices excluded.

(e) GRANTOR shall not plant trees, orchards, shrubs, or bushes within the easement.

Roads constructed across the easement area shall be in accordance with all applicable safety codes and shall be a minimum of 20 feet from any transmission line structure.

The UNITED STATES shall not unreasonably withhold permission, and it shall be the intention of the UNITED STATES to allow the GRANTOR a reasonable right to use and have access across the easement area when and where such use shall not interfere with the rights of the UNITED STATES as provided herein. If, however, GRANTOR proceeds without permission to conduct any of the prohibited activities named in this article, the UNITED STATES shall have the right, upon discovery of such activity, to take any action deemed appropriate to prevent such activity including the right to remove if necessary.

9. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate. The UNITED STATES, or its assigns, shall have the right to remove, within a reasonable time, all structures, facilities, and equipment placed on the easement by or on behalf of the UNITED STATES, from such abandonment area whether before or after execution of the quitclaim deed.

10. Subject to funding, the UNITED STATES plans to relocate the transmission line off the EXISTING EASEMENT and onto the new easement acquired herein within 10 years of the date of the agreement. Upon completion of this relocation, the UNITED STATES shall abandon and quitclaim to the GRANTOR, or its successors, all rights associated with the EXISTING EASEMENT which is located on GRANTOR's property. Should the UNITED STATES be unable to secure funding and the transmission line is not relocated within 10 years of this agreement, the UNITED STATES shall quitclaim all rights associated with the new easement obtained herein to the GRANTOR, or its successors.

11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the successors, assigns, licensees, and lessees of the UNITED STATES.

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IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

UNITED STATES OF AMERICA

Eduardo Arreola
Lands Manager

PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors Date

ATTEST:

Melissa Manriquez, Clerk of Board Date

RECOMMENDATIONS FOR APPROVAL:



George Cardieri, Director, Real Property Services

 4/24/2024

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



James Morrow, Deputy County Attorney

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Chair, Board of Supervisors of Pima County, a political subdivision of the State of Arizona, on behalf of Pima County.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Melissa Manriquez, the Clerk of Board of Pima County, a political subdivision of the State of Arizona, on behalf of Pima County.

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

(Seal)

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Eduardo Arreola, Lands Manager, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Notary Public

(Seal)

My commission expires:_____

Exhibit A

Facility: TUC-DLB
Tract No. 558ET

WESTERN AREA POWER ADMINISTRATION Tucson – Del Bac Transmission Line Easement

A portion of the east half (E1/2) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, described as follows:

Commencing at the north quarter corner of section 16; Thence North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 10.18 feet to the **POINT OF BEGINNING**;

Thence continuing North 89°32'04" East along the north line of the northeast quarter of Section 16, a distance of 64.82 feet the east right of way line of Greasewood Road;

Thence South 0°22'11" East along said east right of way line, a distance of 5151.60 feet;

Thence North 8°45'34" West, a distance of 404.34 feet;

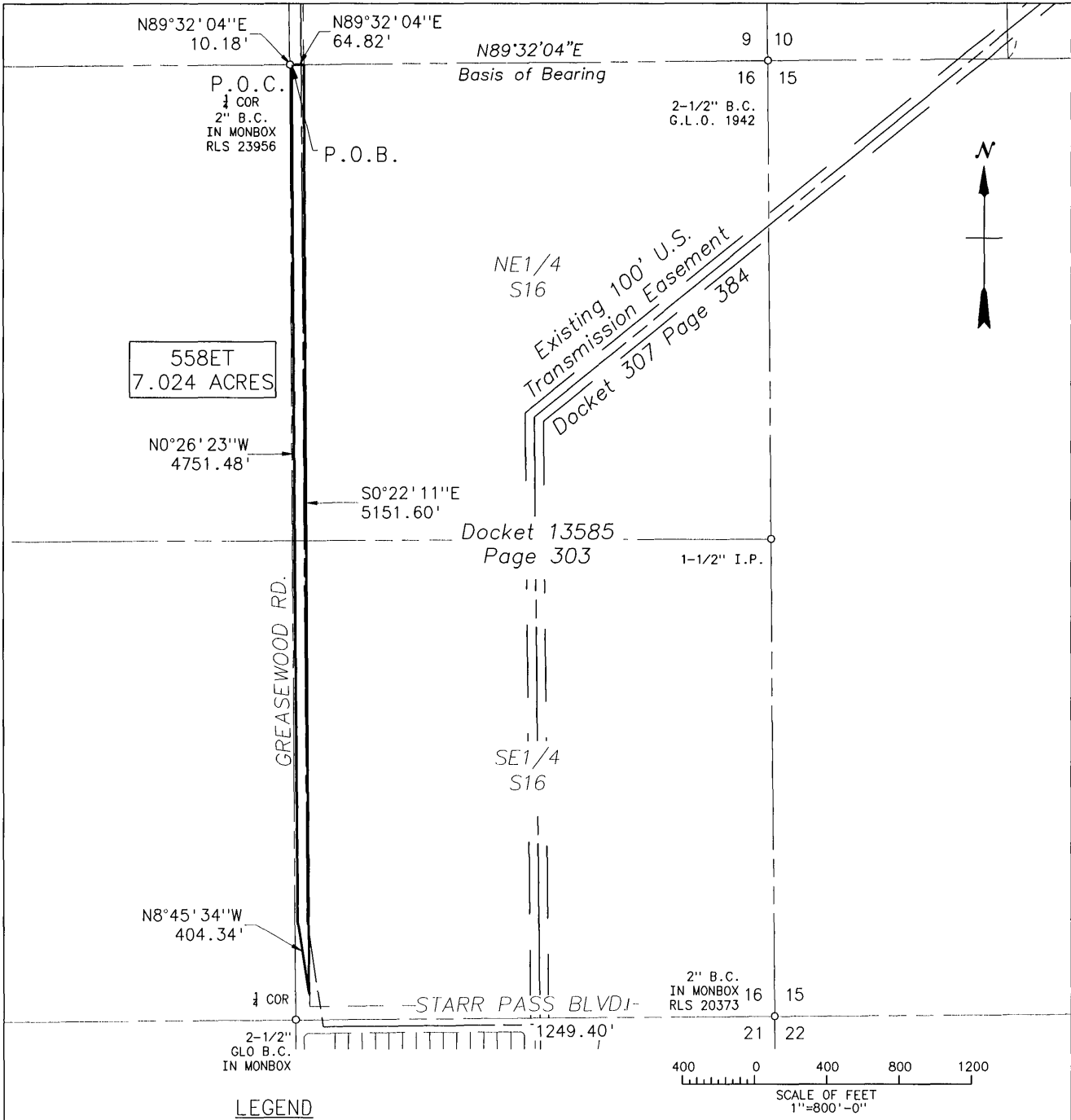
Thence North 0°26'23" West, a distance of 4751.48 feet to the **POINT OF BEGINNING**;

Containing 7.024 acres, more or less.

All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983. The bearing of the line between the north ¼ corner (a 2" brass cap RLS 23956) and the northeast corner (a 2-1/2" GLO brass cap) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is North 89°32'04" East.



Exhibit A



LEGEND

- FOUND MONUMENT (AS NOTED)
- SECTION/FRACTIONAL SECTION LINE
- EASEMENT CENTERLINE
- EXISTING ROAD RIGHT OF WAY
- NEW TRANSMISSION EASEMENT

NOTES

1. THIS IS NOT A LAND SURVEY PLAT AND SHOULD NOT BE RELIED UPON AS SUCH.
2. ALL BEARINGS ARE GRID BEARINGS OF THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BEARING OF THE NORTH LINE OF THE NE¼ OF S16 IS N 89° 32' 04" E.
3. UNITS ARE US SURVEY FEET, DISTANCES ARE AT GROUND. SCALE FACTOR TO GRID DISTANCES USED IS 0.999875.

LOCATED IN THE E½ OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE G&SR BASELINE & MERIDIAN, PIMA COUNTY, ARIZONA.

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
HEADQUARTERS - LAKEWOOD, COLORADO

TUCSON - DELBAC
ARIZONA

TRACT PLAT

DESIGNED C. DIEKMANN APPROVED E. ARREOLA
LANDS MANAGER

CAE	MARCH 16, 2026	TUC-DLB	558ET
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Exhibit A

Facility: TUC-DLB
Tract No. 559ET

WESTERN AREA POWER ADMINISTRATION Tucson – Del Bac Transmission Line Easement

A portion of the southeast quarter (SE1/4) of Section 16, Township 14 South, Range 13 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, described as follows:

Commencing at the south quarter corner of section 16; Thence North 89°36'46" East along the south line of the southeast quarter of Section 16, a distance of 111.15 feet to the **POINT OF BEGINNING**;

Thence North 8°45'34" West, a distance of 75.81 feet the north right of way line of Starr Pass Road;

Thence North 89°36'45" East along said north right of way line, a distance of 70.76 feet;

Thence South 8°45'34" East, a distance of 75.81 feet to the south line of the southeast quarter of Section 16;

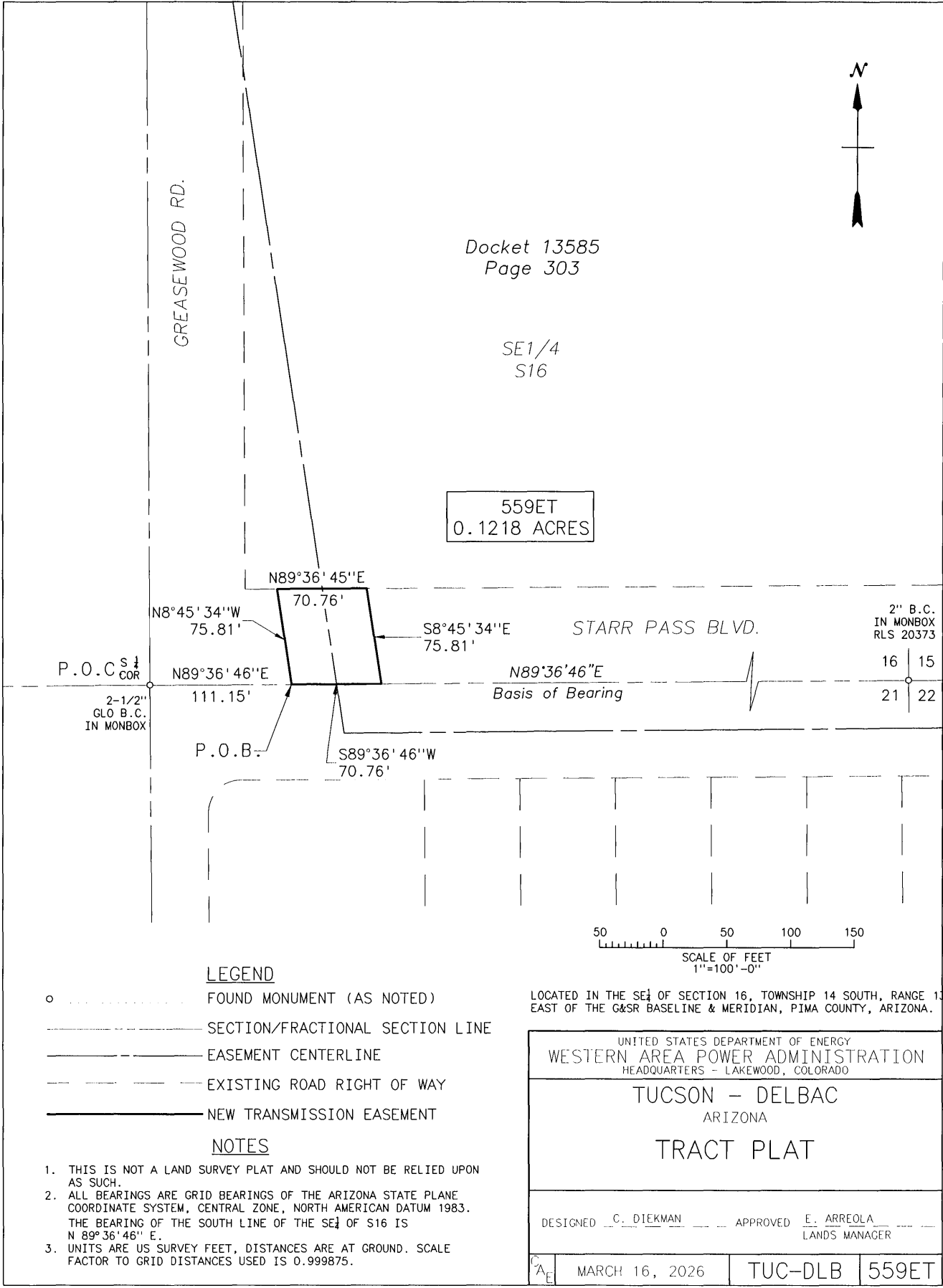
Thence South 89°36'46" West along said south line, a distance of 70.76 feet to the **POINT OF BEGINNING**;

Containing 0.1218 acres, more or less.

All bearings are grid bearings of the Arizona state plane coordinate system, central zone, North American Datum 1983. The bearing of the line between the south ¼ corner (a 2-1/2" GLO brass cap) and the southeast corner (a 2" brass cap RLS 20373) in Section 16, Township 14 south, Range 13 East of the Gila and Salt River Baseline and Meridian is North 89°36'46" East.



Exhibit A



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SE 1/4
S16

559ET
0.1218 ACRES



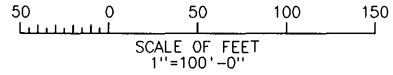
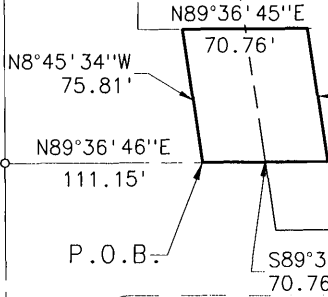
GREASEWOOD RD.

STARR PASS BLVD.

2" B.C.
IN MONBOX
RLS 20373

P.O.C. $\frac{S}{4}$ COR.
2-1/2"
GLO B.C.
IN MONBOX

16	15
21	22



LEGEND

- FOUND MONUMENT (AS NOTED)
- SECTION/FRACTIONAL SECTION LINE
- EASEMENT CENTERLINE
- EXISTING ROAD RIGHT OF WAY
- NEW TRANSMISSION EASEMENT

NOTES

1. THIS IS NOT A LAND SURVEY PLAT AND SHOULD NOT BE RELIED UPON AS SUCH.
2. ALL BEARINGS ARE GRID BEARINGS OF THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE BEARING OF THE SOUTH LINE OF THE SE 1/4 OF S16 IS N 89° 36' 46'' E.
3. UNITS ARE US SURVEY FEET, DISTANCES ARE AT GROUND. SCALE FACTOR TO GRID DISTANCES USED IS 0.999875.

LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 11 EAST OF THE G&SR BASELINE & MERIDIAN, PIMA COUNTY, ARIZONA.

UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION HEADQUARTERS - LAKEWOOD, COLORADO		
TUCSON - DELBAC ARIZONA TRACT PLAT		
DESIGNED <u>C. DIEKMAN</u>	APPROVED <u>E. ARREOLA</u>	
	LANDS MANAGER	
MARCH 16, 2026	TUC-DLB	559ET