

COB - BOSAIR FORM

03/02/2026 12:06 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: CT RPS CT2600000017

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 03/24/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Tucson Electric Power, an Arizona corporation

Project Title / Description: Right of Way Easement

Purpose: Pima County Flood Control District, a political taxing authority of the State of Arizona, will grant an easement across parcels 101-07-109B & 101-07-132K totaling 3,736.5 S.F. to Tucson Electric Power in the amount of \$2,100 for the construction and maintenance of electric lines and facilities that will distribute electricity to power traffic signals for the I-10 to River Rd Project. (RPS File E-0363)

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: Goal is for Tucson Electric Power to be able to run electric lines through easement area so that they can power traffic signals for the I-10 to River Rd project. Pima County Flood Control District ("FCD") has been notified and approved the sale to Tucson Electric Power.

Public Benefit and Impact: The public will benefit from increasing safety from traffic signals that require the electric utility. The impact will be that the county will receive \$2,100 for the sale of the easement.

Budget Pillar: • Critical infrastructure & economic growth

Support of Prosperity Initiative: • N/A

TO: COB, 03/11/26 (1)

VERSION: 0

PAGES: 10

MAR11'26PM0323PO

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

Metrics Available to Measure Performance: Pima County will receive \$2,100 for the sale of the easement.

Retroactive: NO

Contract / Award Information

Record Number: CT RPS CT2600000017

Document Type: CT

Department Code: RPS

Contract Number: CT2600000017

Commencement Date: 03/24/2026

Termination Date: 03/23/2027

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$2,100.00

Funding Source Name(s) Required: FCD-RPS/ROW

Funding from General Fund? NO

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? NO

Vendor is using a Social Security Number? NO

Department: Real Property Services

Name: Diana Valdez

Telephone: 5207246713

Add Procurement Department Signatures No

Add GMI Department Signatures

No

Department Director Signature: CL George Cardieri Date: 3/5/26

Deputy County Administrator Signature: [Signature] Date: 3/11/2024

County Administrator Signature: _____ Date: 3/11/2024

RIGHT OF WAY EASEMENT

PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority 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"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual non-exclusive 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, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities (taken together, the "Facilities"), in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A-1" AND "A-2" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee, for purposes of ingress and egress to the Easement, a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement. Grantee shall repair any damage to Grantor's property that results from any such ingress or egress.

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 Easement that would impair the repair, maintenance or removal of any or all of the Facilities. All Facilities, including electrical and communication structures installed by Grantee in and upon the Easement, 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 the Facilities, and shall have free access to the Facilities at all times for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. Subsequent to the construction, the ground surface shall not be penetrated to a depth in excess of 12 inches by any tool or implement, without having the underground facilities located and taking all necessary precautions to protect them. If subsequent to construction Grantor changes the grade in such a way as to require relocation or alteration of the Facilities, the cost shall be borne by Grantor or subsequent owners.

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.

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 lawfully enacted County ordinances now in force or hereafter adopted that are applicable to Grantee. 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 lawfully enacted 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 reasonably necessary to accommodate Grantor's actual 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 Facilities as specified in the notice as expeditiously as possible, but no later than 120 days after receipt of the notice. Prior to issuance of such written 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.

Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

No Precedential Effect. County and Grantee agree that the inclusion of this Addendum to Easement in this subject Easement is project-specific and made solely for purposes of this transaction. The Addendum to Easement shall not establish any precedent, course of dealing, or practice for any future easement, license, right-of-way, or other agreement between County and Grantee. No term contained in this Addendum to Easement shall be construed as creating or evidencing any obligation, concession, or waiver binding in any subsequent transaction.



2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 · Office: 520.398.6651

Project No: 220921

Date: June 11, 2025

Assessor Parcel No:

101-07-109B

ELECTRIC EASEMENT

A 10.00 foot wide electric easement over portion of that certain parcel recorded at Sequence Number 20172770450 (APN: 101-07-109B) in the Office of the Recorder, Pima County, Arizona located in the North One-Half of the Southwest Quarter of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the center one-quarter corner of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona monumented by a two-inch brass capped survey monument from which the south one-quarter corner of said Section 8 monumented by a three-inch brass capped survey monument in casting bears South 00°10'16" East, 2651.43 feet distant (Basis of Bearings for this description);

Thence South 00°10'16" East upon the north-south mid-section line of said Section 8, a distance of 1157.68 feet;

Thence South 89°49'44" West, a distance of 45.00 feet to the **POINT OF BEGINNING** on the west right-of-way line of Camino De La Tierra recorded in Book 14 of Road Maps at Page 75 in the Office of the Recorder, Pima County, Arizona;

Thence South 00°10'16" East upon said west right-of-way line, a distance of 11.55 feet;

Thence South 59°48'33" West, a distance of 17.30 feet;

Thence South 63°30'05" West, a distance of 131.61 feet;

Thence South 36°01'08" West, a distance of 28.20 feet to **POINT "A"**;

Thence North 53°58'52" West, a distance of 10.00 feet;

Thence North 36°01'08" East, a distance of 30.64 feet;

Thence North 63°30'05" East, a distance of 133.74 feet;

Thence North 59°48'33" East, a distance of 22.76 feet to the **POINT OF BEGINNING**.

Said easement contains 1821 square feet, as described.

TOGETHER WITH:

A 10.00 foot by 10.00 foot electric easement over portion of that certain parcel recorded at Sequence Number 20172770450 (APN: 101-07-109B) in the Office of the Recorder, Pima County, Arizona located in the North One-Half of the Southwest Quarter of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the aforementioned **POINT "A"**;

Thence South 36°01'08" West, a distance of 10.00 feet;

Thence North 53°58'52" West, a distance of 10.00 feet;

Thence North 36°01'08" East, a distance of 10.00 feet;

Thence South 53°58'52" East, a distance of 10.00 feet;

Said easement contains 100 square feet, as described.

TOGETHER WITH:

A 10.00 foot wide electric easement over portion of that certain parcel recorded at Sequence Number 20172770450 (APN: 101-07-109B) in the Office of the Recorder, Pima County, Arizona located in the North One-Half of the Southwest Quarter of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the aforementioned **POINT "B"**;

Thence South 36°01'08" West, a distance of 22.15 feet to the northeast right-of-way line of River Road recorded in Book 25 of Road Maps at Page 10 in the Office of the Recorder, Pima County, Arizona;

Thence North 61°55'47" West upon said northeast right-of-way line, a distance of 10.10 feet;

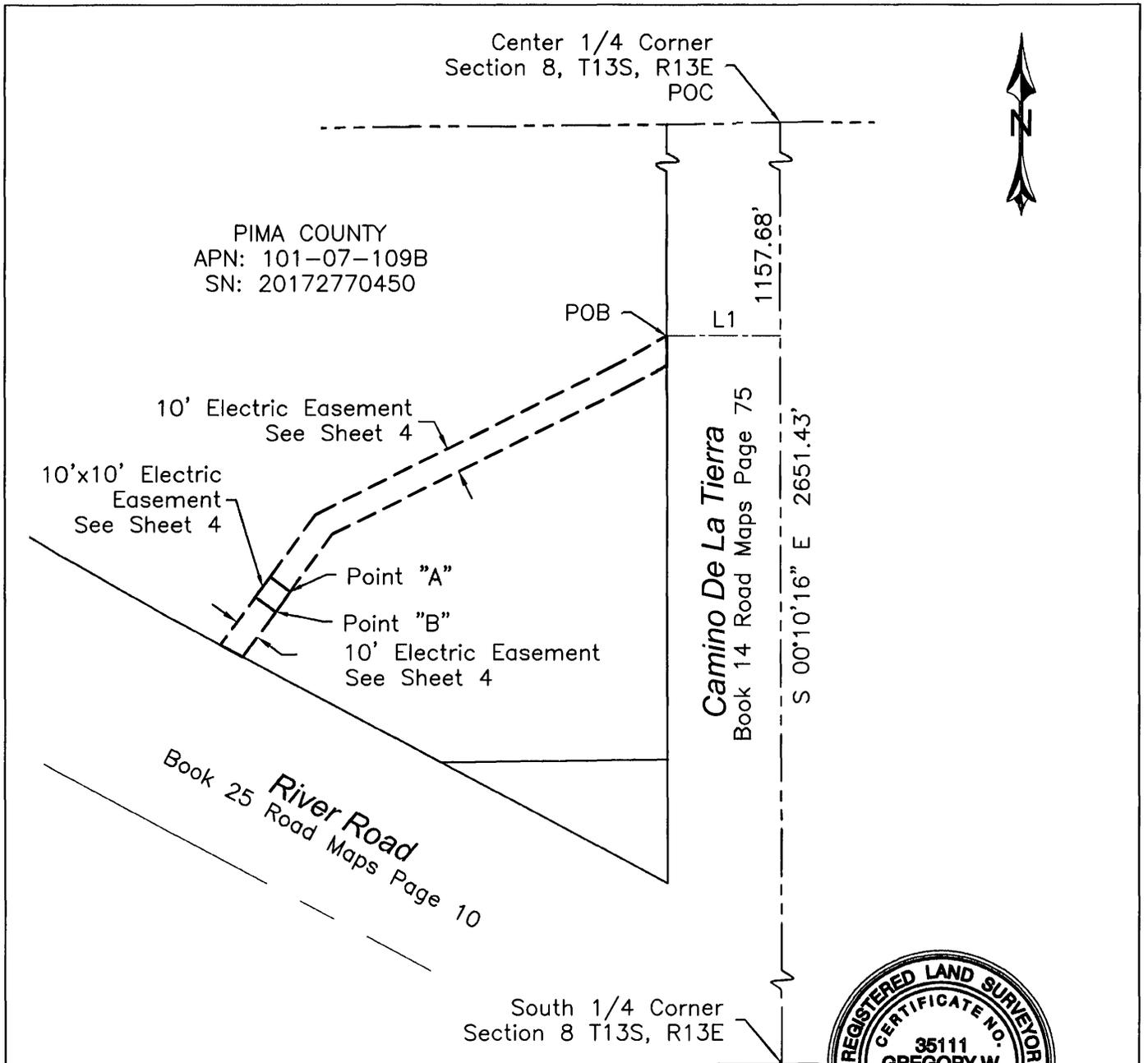
Thence North 36°01'08" East, a distance of 23.55 feet;

Thence South 53°58'52" East, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said easement contains 228 square feet, as described.

Prepared by:
Alta Environmental & Infrastructure
Gregory W. Bauer, RLS 35111



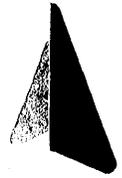


LINE	BEARING	DISTANCE
L1	S 89°49'44" W	45.00'

EXHIBIT

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 SEE SHEET 4 FOR EASEMENT DETAIL

ALTA E & I



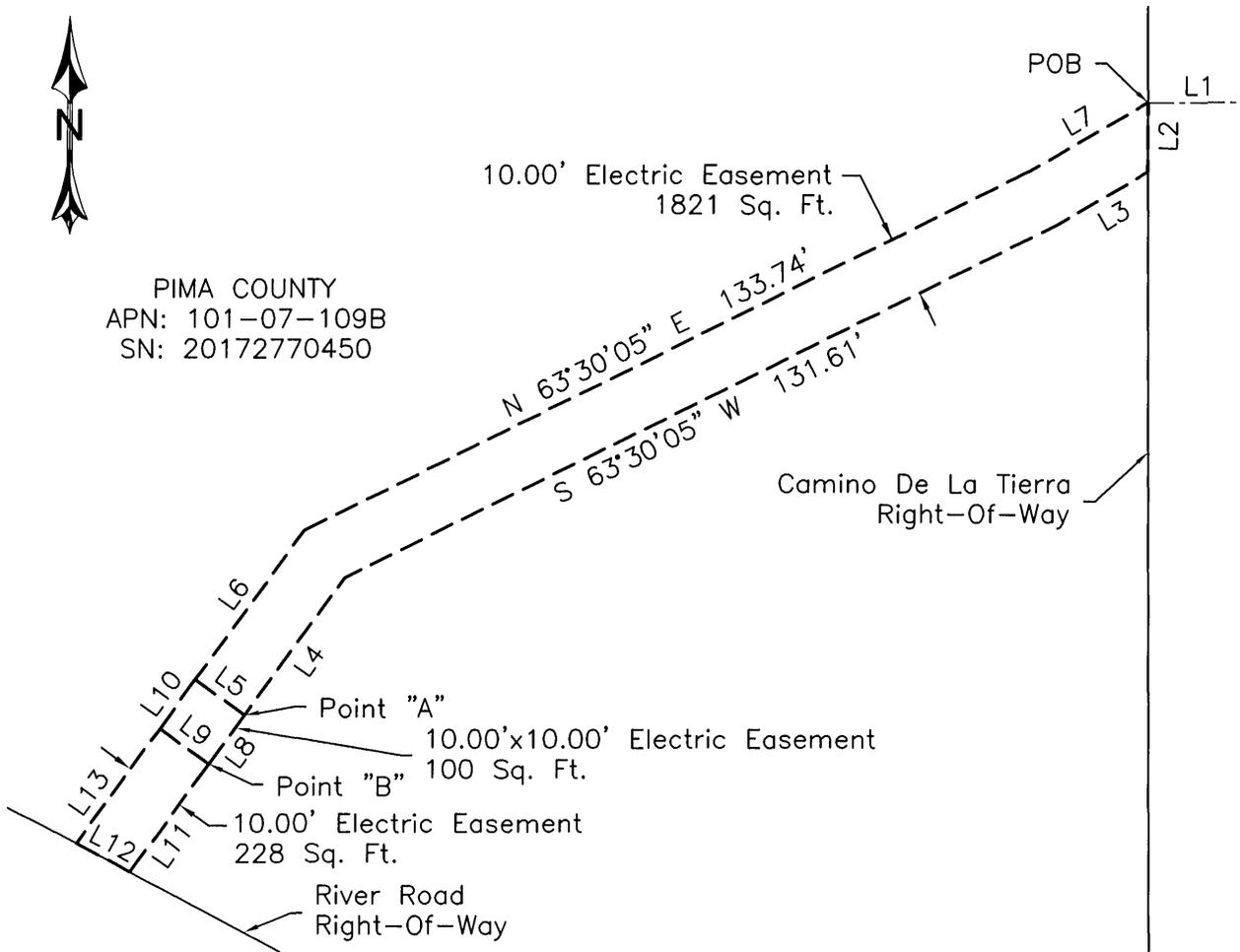
SURVEY - ENGINEERING - GEOTECH
 2025 W. RUTHRAUFF RD., #125
 TUCSON, ARIZONA 85705
 (520) 398-6651

ELECTRIC EASEMENTS
 A PORTION OF THE NORTH HALF OF THE
 SOUTHWEST QUARTER OF SECTION 8,
 TOWNSHIP 13 SOUTH, RANGE 13 EAST,
 GILA & SALT RIVER MERIDIAN,
 PIMA COUNTY, ARIZONA

Project No. 190747	Drawn By: JPP Checked By: GB	Date: 06/11/25 Page: 3 of 4
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PIMA COUNTY
 APN: 101-07-109B
 SN: 20172770450



LINE	BEARING	DISTANCE
L1	S 89°49'44" W	45.00'
L2	S 00°10'16" E	11.55'
L3	S 59°48'33" W	17.30'
L4	S 36°01'08" W	28.20'
L5	N 53°58'52" W	10.00'
L6	N 36°01'08" E	30.64'
L7	N 59°48'33" E	22.92'
L8	S 36°01'08" W	10.00'
L9	N 53°58'52" W	10.00'
L10	N 36°01'08" E	10.00'
L11	S 36°01'08" W	22.15'
L12	N 61°55'47" W	10.10'
L13	N 36°01'08" E	23.55'



EXHIBIT

POB POINT OF BEGINNING

ALTA E & I

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ELECTRIC EASEMENTS
 A PORTION OF THE NORTH HALF OF THE
 SOUTHWEST QUARTER OF SECTION 8,
 TOWNSHIP 13 SOUTH, RANGE 13 EAST,
 GILA & SALT RIVER MERIDIAN,
 PIMA COUNTY, ARIZONA

Project No. 190747	Drawn By: JPP	Date: 06/11/25
	Checked By: GB	Page: 4 of 4



2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 · Office: 520.398.6651

Project No: 220921
Date: June 11, 2025
Assessor Parcel No:
101-07-132K

ELECTRIC EASEMENT

A 10.00 foot wide electric easement over portion of that certain parcel recorded at Sequence Number 20172770448 (APN: 101-07-132K) in the Office of the Recorder, Pima County, Arizona located in the North One-Half of the Southeast Quarter of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the center one-quarter corner of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona monumented by a two-inch brass capped survey monument from which the south one-quarter corner of said Section 8 monumented by a three-inch brass capped survey monument in casting bears South 00°10'16" East, 2651.43 feet distant (Basis of Bearings for this description);

Thence South 00°10'16" East upon the north-south mid-section line of said Section 8, a distance of 1143.72 feet;

Thence North 89°49'44" East, a distance of 45.00 feet to the **POINT OF BEGINNING** on the east right-of-way line of Camino De La Tierra recorded in Book 14 of Road Maps at Page 75 in the Office of the Recorder, Pima County, Arizona;

Thence South 89°30'51" East, a distance of 143.49 feet;

Thence North 00°29'09" East, a distance of 5.21 feet to the south right-of-way line of a 16.00 foot Public Alley recorded in Book 28 of Maps and Plats at Page 62 in the Office of the Recorder, Pima County, Arizona;

Thence North 89°22'25" East, upon said south right of way line, a distance of 10.00 feet;

Thence South 00°29'09" West, a distance of 15.41 feet;

Thence North 89°30'51" West, a distance of 153.38 feet to said east right-of-way line;

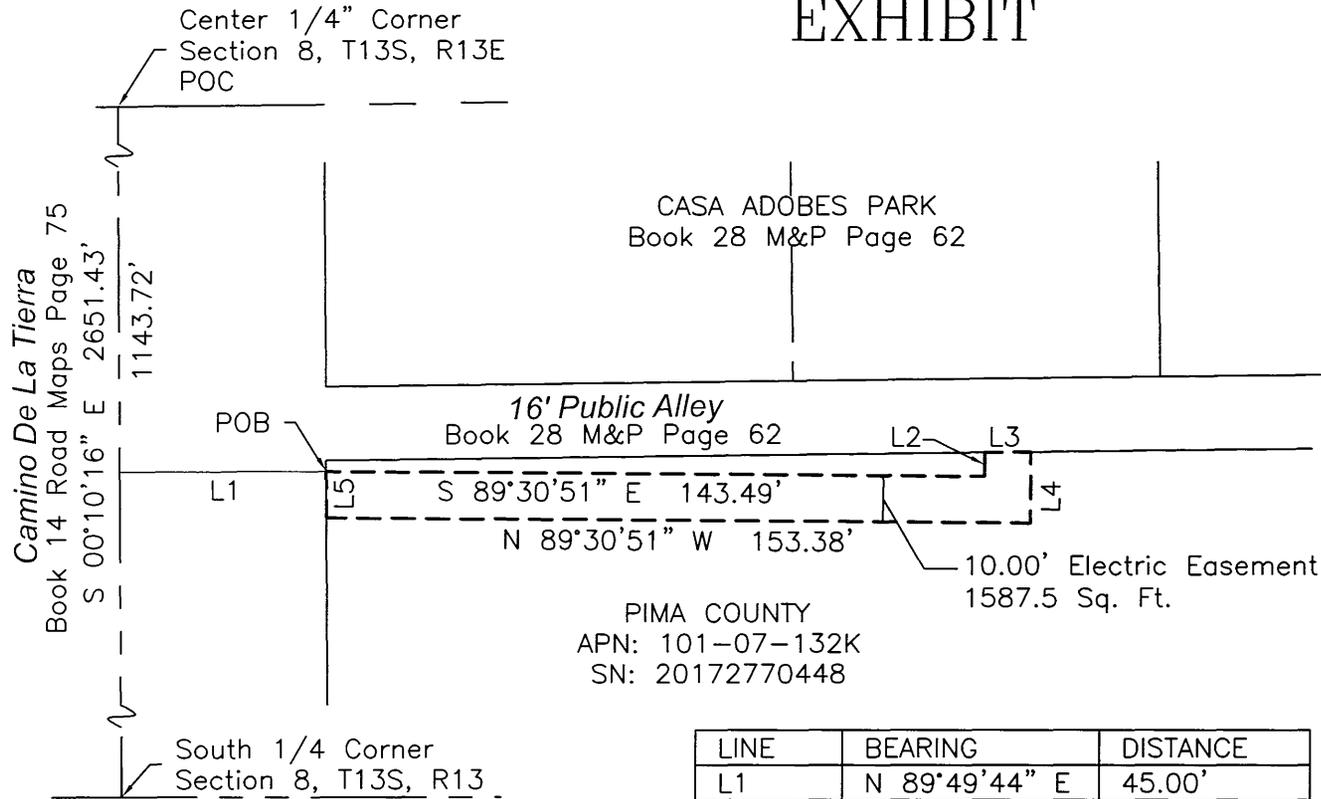
Thence North 00°10'16" West upon said east right-of-way line, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said easement contains 1587.5 square feet, as described.

Prepared by:
Alta Environmental & Infrastructure
Gregory W. Bauer, RLS 35111



EXHIBIT



PIMA COUNTY
 APN: 101-07-132K
 SN: 20172770448

LINE	BEARING	DISTANCE
L1	N 89°49'44" E	45.00'
L2	N 00°29'09" E	5.21'
L3	N 89°22'25" E	10.00'
L4	S 00°29'09" W	15.41'
L5	N 00°10'16" W	10.00'



POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

ALTA E & I



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ELECTRIC EASEMENTS
 A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER
 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST,
 GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Project No. 220921	Drawn By: JPP	Date: 06/11/25
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