



**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: April 9, 2013

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

1. Right-Of-Way Easement for overhead power lines to Tucson Electric Power Company, an Arizona corporation.

This Easement is for overhead power lines across Pima County drainage way property east of and adjacent to parcel 304-27-001X, which is located in the San Ignacio De La Canoa Land Grant. The Easement being requested is needed to provide power to a well site owned by Farmers Investment Company.

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

Revenue: \$160.00

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

It is recommended that the Board of Supervisors approve and authorize the Chairman to execute the Right-Of-Way Easement for overhead power lines to Tucson Electric Power Company, an Arizona corporation.

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**PIMA COUNTY COST:** \$00.00 and/or **REVENUE TO PIMA COUNTY:** \$160.00

**FUNDING SOURCE(S):** N/A  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

**YES**       **NO**

**Board of Supervisors District:**

1     2     3     4     5     All

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**IMPACT:**

**IF APPROVED:**

Tucson Electric Power Company, an Arizona corporation, will acquire the requested easement right to provide power to the Farmers Investment Company well site.

**IF DENIED:**

Tucson Electric Power Company, an Arizona corporation, will not acquire the requested easement right to provide power to the Farmers Investment Company well site and will be forced to look for an alternate easement location.

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**DEPARTMENT NAME:** Public Works, Real Property Services

**CONTACT PERSON:** Marty Stickford **TELEPHONE NO.:** 740-6379

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## NOTICE TO THE CLERK

PLEASE                        RECORD  
                                  DO NOT RECORD

### THE ATTACHED ORIGINAL DOCUMENT

           DEED  
            FRANCHISE  
            LICENSE  
            RELEASE OF EASEMENT  
            RESOLUTION  
            ACQUISITION AGREEMENT  
            OTHER: Right Of Way Easement

RE: Tucson Electric Power, Real Property File No. Ease-13-06

SUBMITTED BY: MARTY STICKFORD  
PUBLIC WORKS REAL PROPERTY

## RIGHT OF WAY EASEMENT

PIMA COUNTY, a political subdivision of the State of Arizona

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, 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, in, over, under, across and along that certain real property described as follows:

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

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the above-described easement which would impair the repair, maintenance or removal of any or all of the facilities. All systems, including electrical and communication installed by Grantee in and upon the above-described easement and right of way, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with said systems, and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted.

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

Grantor shall not increase or decrease the ground surface elevation within the boundary of the above-described easement and right of way 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 of the facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the above-described real property which is the subject of this easement and right of way. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant said easement and right of way, subject to all matters apparent or of record.



## **Addendum to Easement**

Relocation of Facilities. Grantor may require partial or total removal of the Facilities within the easement for activities of County and/or any public purpose. In such event, Grantee shall promptly remove or properly abandon in place all or part of the Facilities as required by County at Grantee's sole expense and to the satisfaction of County. Grantee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the Facilities from County. In the event the Facilities are not removed within 90 days by Grantee as directed by County, County shall have the right to remove the Facilities and Grantee hereby agrees to reimburse the total amount of County's costs incurred for the partial or complete removal of the Facilities within sixty (60) days of receipt of an invoice from County for said costs.

Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, and 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 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 resources compliance activities. Grantee is solely responsible for all costs related to cultural resources compliance activities arising from Grantee's activities within the Easement Area.

Granting this easement does not preclude the County establishing the Juan Bautista de Anza National Historic Trail across the easement. This proposed easement crosses the Anza Trail alignment and this trail will be established and put into use, for all forms of non-motorized recreational uses, in the near future.

February 14, 2013  
WLB No. 112013-A-003 1003X  
W:\LEGALS\112013\UTILITY EASEMENT-2.doc



**LEGAL DESCRIPTION  
UTILITY EASEMENT**

A Utility Easement located in a portion of a parcel of land within the San Ignacio De La Canoa Land Grant, said parcel described in Docket 10884 at Page 668 in the office of the Pima County, Arizona Recorder, said easement being more particularly described as follows;

**COMMENCING** at the Southeasterly corner of a parcel of land described in Docket 10750 at Page 1692 in said Recorders Office;

**THENCE** N 07°05'12" E along the Easterly line of said parcel, a distance of 0.78 feet;

**THENCE** departing said Easterly line, S 84°45'55" E a distance of 8.01 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** S 05°14'05" W a distance of 1.03 feet;

**THENCE** S 82°55'12" E a distance of 61.97 feet;

**THENCE** N 07°05'12" E a distance of 11.04 feet;

**THENCE** N 84°45'55" W a distance of 62.29 feet;

**THENCE** S 05°14'05" W a distance of 8.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 623 square feet or 0.014 acres more or less.

Prepared By:  
THE WLB GROUP, INC.

Robert L. Larson  
RLL:rl



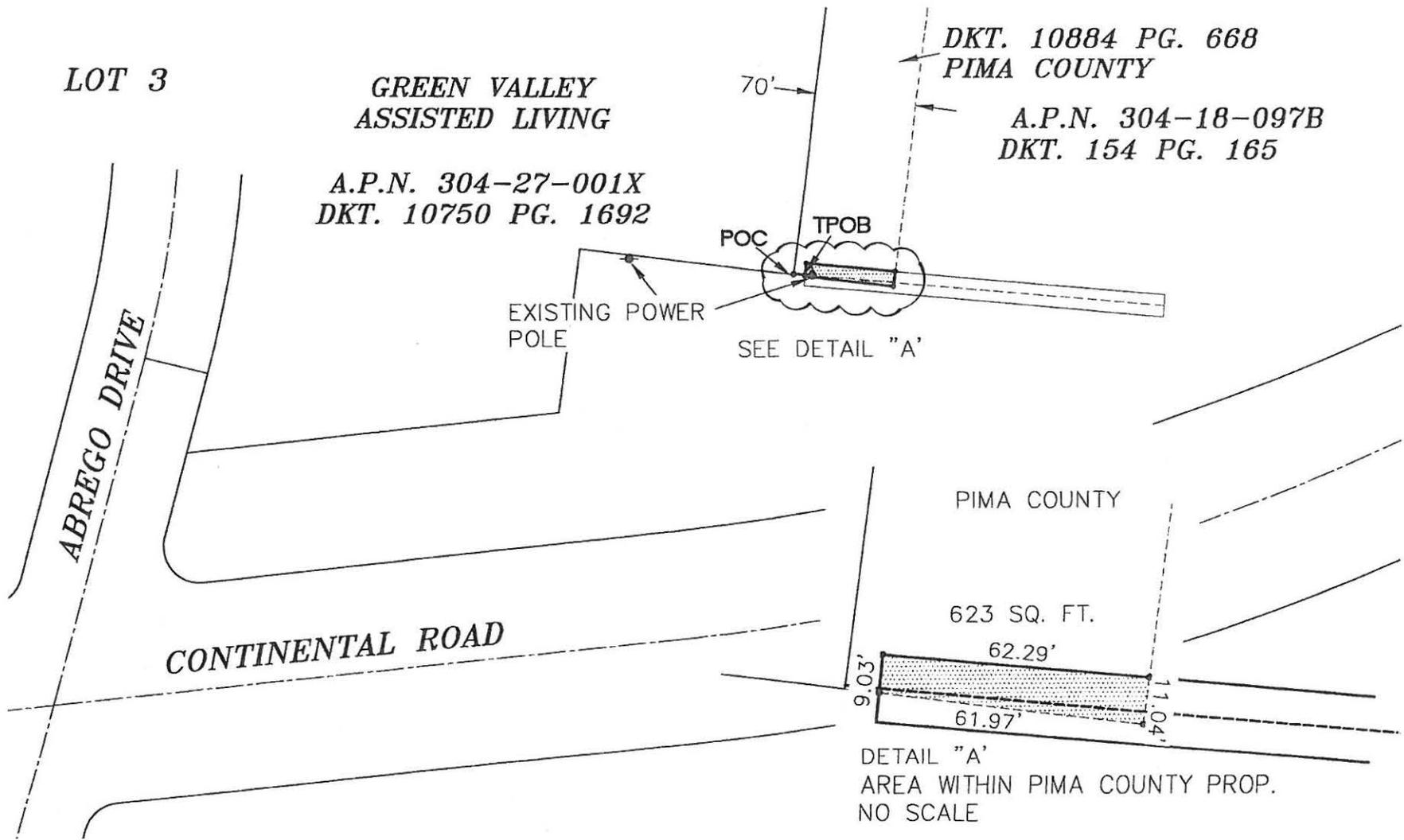
LOT 3

GREEN VALLEY  
ASSISTED LIVING

A.P.N. 304-27-001X  
DKT. 10750 PG. 1692

DKT. 10884 PG. 668  
PIMA COUNTY

A.P.N. 304-18-097B  
DKT. 154 PG. 165



POC TPOB  
EXISTING POWER POLE  
SEE DETAIL "A"

PIMA COUNTY

623 SQ. FT.

9.03'  
62.29'  
61.97'  
11.04'

DETAIL "A"  
AREA WITHIN PIMA COUNTY PROP.  
NO SCALE

EXHIBIT TO ACCOMPANY DESCRIPTION OF  
UTILITY EASEMENT  
WITHIN  
PIMA COUNTY  
DKT. 10884 PG. 668  
PIMA COUNTY, ARIZONA

1"=100'

WLB# project No. 112013-A-003-1003X

N:\112013 FICO Survey\Exhibits\TEP\_FICO-ESMT-2.dwg Plotted: Feb. 14, 2013

EXHIBIT "A"  
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