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Arizona Corporation Commission

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**BEFORE THE ARIZONA POWER PLANT
AND TRANSMISSION LINE SITING COMMITTEE**

IN THE MATTER OF THE
APPLICATION OF PINAL CENTRAL
ENERGY CENTER LLC, IN
CONFORMANCE WITH THE
REQUIREMENTS OF ARIZONA
REVISED STATUTES 40-360, ET SEQ.,
FOR A CERTIFICATE OF ENVIRON-
REVISD STATUTES 40-360, ET SEQ.,
FOR A CERTIFICATE OF ENVIRON-
IZING THE PINAL CENTRAL ENERGY
CENTER 230KV GENERATION
INTERTIE LINE PROJECT, WHICH
INCLUDES THE IZING THE PINAL
CENTRAL ENERGY CENTER 230KV
GENERATION INTERTIE LINE
PROJECT, WHICH INCLUDES THE
LINE ORIGINATING LESS THAN
HALF A MILE TO THE
SOUTHEAST OF PINAL CEN-
TRAL SUBSTATION ON PRIVATE
LAND
UNDER JURISDICTION OF PINAL
COUNTY AND THE CITY OF
COOLIDGE,

) Docket No. L-00000BBB-17-0073-00174
) Case No. 174

**LYNDA WILLIAM'S APPLICATION
FOR LEAVE TO INTERVENE**

SUTTON LAW, P.C.
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Casa Grande, AZ 85122
www.azsuttonlaw.com



1 ARIZONA, AND TERMINATINGIN)
2 THE PINAL)
3 CENTRAL SUBSTATION IN PINAL)
4 COUNTY, ARIZONA.)
5

6 **I. INTRODUCTION**

7 Pursuant to A.R.S. 40-360.05(A)(4), A.C.C. R14-3-204(D) and page 3, lines 19-19 of the March
8 17, 2017, Notice of Hearing issued by Chairman Thomas K. Chenal of the Arizona Power Plant
9 and Transmission Line Siting Committee (Committee) in the above-captioned and docketed
10 proceedings (Instant Proceedings), Lynda Williams, by Counsel undersigned, hereby makes
11 application for leave to intervene as a party of record in the Instant Proceedings. In support of
12 its application Ms. Williams submits the following information.
13

14 **II. BACKGROUND**

15 On November 4, 1977, C. Franklin "Boomer" Williams and Marvin Wuertz finalized
16 negotiations for the sale and purchase of approximately 15 acres of land that Mr. Wuertz owned
17 and Mr. Williams wanted. At that time both believed the acreage was contiguous and that it all
18 bordered Mr. Wuertz's farmed acreage. With that fact in mind the parties agreed that Mr. Wuertz
19 would be granted a "personal to him" ten foot (10') wide perimeter easement to allow Mr. Wuertz
20 continuing access to his irrigation ditches to water his crops in the fields, most notably the ditch
21 and field directly north of the purchased property. That Warranty Deed was recorded on
22 November 8, 1977 in Pinal County and bears FEE # 57607.
23

24 For some now long forgotten reason, Boomer Williams always thought he had bought nineteen
25 plus (19+) acres in November 1977. With no-one the wiser, the parties went about their
26 business. Mr. Williams moved a mobile home onto the property, moved in and started clearing it
27
28





1 off. About two years later, Mr. Williams' wife, Ann, passed away. Sometime thereafter Boomer
2 Williams and Lynda met and were married. Shortly thereafter they and Lynda's three children,
3 started "working the land" together. They cleared trees and shrubs and rocks and an old rock
4 house. They cleared the "lane" they now use for ingress and egress, and they spent
5 approximately eight years building their home themselves.
6

7 Approximately twenty eight (28) years later, in early 2005 Marvin Wuertz visited the Williams
8 and told them there had been an error made in drafting the November 1977 Joint Tenancy Deed.
9 The parties discussed the matter and on March 29, 2005, to correct the errors in the original
10 deeds, the parties, now consisting of Marvin W. Wuertz and Kathleen P. Wuertz, as trustees of
11 the Marvin and Kathleen Wuertz Trust dated March 9, 2001, as GRANTORS and Frank C.
12 Williams and Lynda Williams, husband and wife, as GRANTEES, executed two new
13 WARRANTY DEEDS which were recorded in Pinal County on April 6, 2005, as FEE #: 2005-
14 037665 and 2005-037666.
15

16 Having thus cleared up errors in the original 1977 sale/purchase Joint Tenancy Deed, the parties
17 realized that Marvin Wuertz now needed an ingress and egress easement to be able to access his
18 west most agricultural fields. Therefore, the parties agreed to and did include the following
19 language in the Warranty Deed identified as Fee # 2005-037665:
20
21

22 **RESERVING UNTO THE GRANTOR(S), THEIR SUCCESSOR(S), HEIR(S) AND**
23 **ASSIGN(S) AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 50.0**
24 **FEET OF THE WEST 50.0 FEET THEREOF.**
25

26 It is that easement that the Applicant appears to claim to have the right to use for commercial and
27 "utility" purposes. The above language without more, cannot be stretched to grant such use.
28 Parole evidence of the parties' intent in creating the easement, may or may not be admissible,

1 especially in this case, since Mr. Williams is now deceased. A.R.S. 12-2251. Whether such
2 testimony can or cannot be offered will depend on the matters at issue. Troutman v. Valley
3 National Bank, 170 Ariz. 523, 515, 826 P.2d 698,713 (2003). And on how the Court rules, in
4 exercising its discretion, on the matters at issue. Matter of Mustonen's Estate, 130 Ariz. 283,
5 284, 635 P.2d 876, 877 (App. 1981).
6

7 Ms. Williams has repeatedly objected to the Applicant's use of the easement (allegedly with Mr.
8 Wuertz' permission) for commercial or any utility purposes. Without lawful use of the easement
9 over Ms. Williams' land, Applicant has NO ACCESS to the west agricultural fields where it
10 proposes to site the 230kV gen-tie transmission line at issue in the instant matter.
11

12 Ms. Williams has, or will submit Legal Memoranda supporting her position with respect to the
13 Applicant's lack of access, a matter which raises an ultimate question for this Committee: Why
14 issue a CEC if the Applicant cannot access the 230kV gen-tie lines being considered in these
15 proceedings?
16

17 Ms. Williams has also repeatedly asked the Applicant to address the issueS of THERMAL and
18 RADIANT HEAT and glare generated by the proposed photovoltaic fields which are to be
19 constructed to the east, north and west. The Applicant's response has been a half-hearted "the
20 photovoltaic fields don't produce heat". Again, Ms. Williams has or will submit Legal
21 Memoranda that supports her fears about heat. The Applicant, to date has not produced
22 Computational Fluid Dynamics (CFD) reports which would reflect potential impacts of solar
23 farms on local microclimate. There is data that shows the photovoltaic fields can show increased
24 temperature of up to 4-7 degrees Fahrenheit and may have some heat impact even as far as 1000
25 feet away. The Applicant has also failed to produce any Critical Analysis Reports (CAR)
26
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28



1 regarding the effects of radiant heat on the environment. A GOOGLE search reveals that these
2 are issues that must be addressed.

3 Ms. Williams has also raised concerns about the proposed LITHIUM ION Battery storage
4 facility. There is anecdotal evidence that such batteries are not stable (they may produce excess
5 heat and burn or explode.) There are questions about not just their efficiency but about the safety
6 of using them in the Arizona heat.
7

8 **III. CONCLUSION**
9

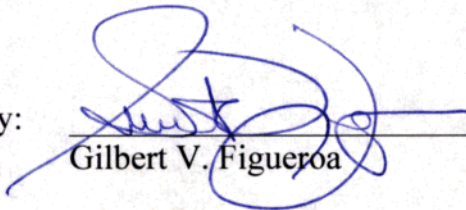
10 Ms. Williams, through Counsel, has exchanged e-mails and correspondence with the Applicant's
11 parent company, NextEraEnergy. There has been a serious disconnect between the parties. Ms.
12 Williams has asked for law enforcement to investigate a January 9, 2017, entry onto her property
13 by Mr. Wuertz and various agents of NextEraEnergy, to conduct a survey of her land. She
14 firmly believes the entry was an illegal trespass. NextEraEnergy agents claim they had the right
15 to enter. Their claim appears to be based on permission from either: 1) Mr. Wuertz, 2) the Pinal
16 County Sheriff's Office or 3) SRP agents. They do not and cannot claim they had permission
17 from the OWNER, Ms. Williams.
18

19 Even assuming that some agreement could be reached between the Applicant and Ms. Williams
20 before April 18, 2017, there is no one other than Ms. Williams who can fully represent and
21 express her interests in that hearing, including being sure that any such agreement is fully and
22 accurately presented to and understood by the Committee as it may relate to the rights and
23 protection of Ms. Williams personally and of her property rights.
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1 **WHEREFORE**, in light of the factors set forth above, Ms. Williams respectfully
2 requests that she be granted Intervener status and all applicable rights as a party of record in the
3 Instant Proceedings.
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7 **RESPECTFULLY SUBMITTED** this 2 April 2017.
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11 By: 
12 Gilbert V. Figueroa
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1 **ORIGINAL** and 25 copies of the
2 Forgoing Notice of Appearance:
3 will be filed this 3rd day of
4 April, 2017, with Docket Control.

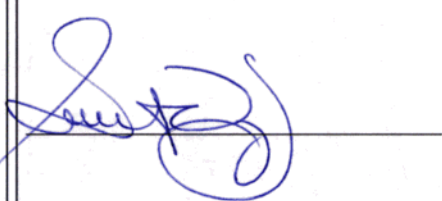
5 A copy of the foregoing will be hand-
6 delivered or e-mailed this 2nd or 3rd day
7 of April, 2017, to the following
8 individuals:

9 Chairman Thomas K. Chenal
10 Arizona Power Plant and Transmission
11 Line Siting Committee
12 Arizona Attorney General's Office
13 1275 West Washington St.
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